

Contract no. 727

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**AGREEMENT  
BETWEEN  
STONY BROOK REGIONAL SEWERAGE AUTHORITY  
AND  
CONSTRUCTION AND GENERAL LABORERS' UNION  
LOCAL #172 OF SOUTH JERSEY**

Dated: November 24, 1991

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AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of November, 1991, by and between STONY BROOK REGIONAL SEWERAGE AUTHORITY, Mercer County, Princeton, New Jersey, hereinafter referred to as the "Employer" and CONSTRUCTION AND GENERAL LABORERS' UNION LOCAL 172 OF SOUTH JERSEY, hereinafter referred to as the "Union".

PREAMBLE

This Agreement represents the complete and final understanding on all bargainable issues between the Employer and the Union and is designed to maintain and promote a harmonious relationship between the Employer and each of its employees who are covered by Section 1, Recognition, in order that efficient and progressive public service may be rendered, with the public health and welfare being of paramount consideration in this contract.

ARTICLE I

RECOGNITION

The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all of its employees in the following classifications: lead

operators, operators, septage and sludge receiving operators, lead mechanic, maintenance mechanics, instrumentation mechanics, utility person, custodians, lab technicians, lab assistants, lab analyst and samplers, but excluding managerial executives, confidential employees and all other supervisory employees within the meaning of the New Jersey Public Employer-Employee Relations Act, and all other employees of the Employer.

NO STRIKE CLAUSE

SECTION II:

A. The Union and the Employer mutually agree that there shall be no strikes, walkouts, slowdowns, sickouts, and other forms of work stoppages which are contrary to law and public policy and inimical to the general good, health and welfare of the users of the Employer's facilities and those who reside in and outside the Employer's "District".

B. The Union and the Employer recognize that the Employer, under the Sewerage Authorities Law of the State of New Jersey and Public Law 92-500 passed by the United States Congress in 1972 and as may be amended, is charged with the responsibility of the collection, transportation and treatment and reclamation of the wastewaters in its system to abate the pollution of the waters and streams in the Mercer, Middlesex and Somerset County area.

C. It is recognized that the Employer is under legal obligation, under severe penalties, to provide the necessary facilities and to continuously operate and maintain said facilities to meet the conditions and standards set forth in the

laws, regulations, permits and authorizations required of the Employer by all regulatory agencies.

DUES AND DEDUCTIONS

SECTION III:

A. Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly Union dues of each employee from his second paycheck of each month, and remit such deduction by the tenth (10th) day of the succeeding month to the official designated in writing by the Union to receive such dues deductions. The Union will notify the Employer, in writing, of the exact amount of such regular membership dues to be deducted.

B. Any employee may, in writing, terminate his respective dues deduction authorization as of July 1 or January 1 of the contract year.

C. All legal, public employees retirement system (PERS) and other authorized deductions shall be made from each employee's pay.

D. In accordance with the provisions of N.J.S.A. 34:13A-5.5., as amended, the Employer shall deduct and pay over to the Union a representation fee in lieu of dues by payroll deduction from the salaries of all employees covered by this Agreement who are not members of the Union. The representation fee, in lieu of dues, shall be in an amount equivalent to the regular membership dues, initiation fees and assessment charged by the Union to its own members less the cost of benefits financed through the dues, fees and assessments and available to

or benefiting only its members but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments. The said representation fee in lieu of dues shall be deducted from the employee's first and second pay check of each month and the Employer shall remit such deduction by the tenth (10th) day of the succeeding month to the Union treasurer.

E. The Union agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share", if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.6, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Union. Such proceedings shall provide for an appeal by either the Union or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.6, as amended.

F. If during the term of this Agreement there shall be any change in the rate of membership dues which affects the amount of the representation fee in lieu of dues, Union shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change.

#### UNION REPRESENTATIVES

##### SECTION IV:

A. Representatives of the Union, who are not employees of the Employer, shall be admitted on the premises of

the Employer, for Union business, after giving the Employer notice and after receiving permission from the Executive Director of his designee to enter onto the premises.

B. The Employer agrees to recognize a maximum of one (1) shop steward and one (1) alternate steward selected by the Union. A steward shall be granted a reasonable amount of time during his/her working hours, without loss of pay, to interview an employee who has a grievance and to discuss the grievance with the employee's immediate supervisor.

#### EQUAL TREATMENT

##### SECTION V:

A. The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, union membership or union activities.

B. The Employer and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of Union membership or nonmembership.

#### ARTICLE II

##### MANAGEMENT RIGHTS

It is recognized that the management of the Employer, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Employer. Accordingly, the Employer retains the rights, including, but not limited to, select and direct the working forces, including the

right to hire, suspend or discharge for just cause, assign, promote or transfer, determine the amount of overtime to be worked, relieve employees from duty because of lack of work, decide the number and locations of its facilities, station, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision, and training programs necessary, machinery and tool equipment, methods, schedules of work together with selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, in accordance with past practices.

Nothing contained herein shall restrict the Union from any rights afforded to it by the Law of the State of New Jersey or the Constitution of the United States.

### ARTICLE III

#### SENIORITY

##### A. PROBATIONARY EMPLOYEES

1. Newly hired employees shall be considered probationary employees for the first ninety (90) consecutive days. Such employees may during the probationary period, be terminated at any time without any recourse whatsoever. Anything to the contrary notwithstanding, the parties to the Agreement may extend the probationary period up to an additional thirty (30) days by mutual consent.

2. Upon completion of the probationary period, an employee's seniority shall be his/her date of commencement of



employment, including the probationary period, for purposes of computing benefits.

3. All equipment necessary to perform the employee's job duties will be supplied by the employer no later than fifteen (15) working days after completion of the probationary period.

B. DEFINITION OF SENIORITY

Seniority is defined as the length of an employee's continuous service with the Company. Length of continuous service shall be computed from the date he/she was first hired by the Company except where, as provided below, seniority of any such employee shall be computed from the date on which he/she shall have been rehired.

An employee's continuous service shall be broken so that no prior period or periods of employment shall be counted and his rights to seniority shall cease upon the following:

1. Discharge
2. Voluntary quitting
3. Leave of absence for a period of more than thirty (30) working days, subject to the provisions of Article IV, Section VI A.
4. Failure of an employee to return to work upon recall within forty (40) hours of the time the Company has sent a notice to return to the employee's last know address appearing on the Company's records, unless excused by the Company by reason of illness or other reasonable cause.
5. Absence due either to layoffs, disability or any other reasons for a period equal to the employee's seniority or eighteen (18) months, whichever is less
6. Absence without notice for three (3) consecutive days.

Any employee covered by this Agreement, who elects to be part of management, will lose all Union seniority rights during the time said employee is part of management. The employee may only return to the bargaining unit through the bidding procedure.

C. LAYOFF

1. In the event of layoff, plantwide seniority shall prevail, providing the employee has the necessary qualifications, skills and abilities to perform whatever work may be available. Seniority shall be determined by commencement date of employment.

2. Employees on layoff shall be recalled in the inverse order of layoff, providing the employee has the necessary qualifications and skills and abilities for the work available. The Employer will not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant position, unless such employees on recall refuse to accept such employment.

3. If any position is dissolved and reopened within one (1) year, it must be offered to the personnel originally holding that position as long as said personnel is actively employed by the authority.

D. SENIORITY LIST OR ROSTER

1. In all applications of seniority; where ability to perform work and physical fitness are equal, seniority shall be given preference in promotions, demotions, layoffs, recall and vacation schedules.

2. An employee possessing a special skill or skills required for a particular position, will be given preference for promotion to such position, as determined by the Executive Director. Employees having equal qualifications will be selected for promotion on the basis of seniority.

3. All demotions or dismissal for all employees covered under this Agreement may in part be determined on the basis of the results of the Performance Evaluation report and as determined by the Executive Director. Nothing contained herein shall be deemed a waiver of employees' rights to grieve disciplinary action under Article V hereof.

E. The Employer shall maintain an accurate, up-to-date seniority list showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union and will post this list every three (3) months.

#### ARTICLE IV

##### LEAVES OF ABSENCE

###### SECTION I:

A. SICK LEAVE - Sick leave for permanent employees shall be earned on the basis of one (1) day per each month worked up to a maximum of twelve (12) days per fiscal year.

Each employee may notify the Employer in the month of October of each year that he or she desires to be paid for that fiscal year's unused sick leave. Upon receiving such notice, the Employer shall pay said employees up to a maximum of twelve (12) days earned during that fiscal year and not taken,

providing the employee has five (5) sick days remaining after payment.

B. Any amount of sick leave allowance not used or paid for in any fiscal year shall accumulate to the employee's credit from year to year to a maximum of 120 days to be used if and when needed for the purpose of sick leave. All accrued sick leave may be utilized by a retiring employee (entitled to receive an N.J.P.E.R.S. Pension as a result of employment with S.B.R.S.A.) during the year immediately prior to his retirement or at retirement. Only those employees who have accrued twelve (12) or more sick days shall be paid for all accrued sick leave upon loss of seniority, except if the termination is for cause.

C. If an employee is absent for reasons that entitle him/her to sick leave under Article IV, his/her Department Manager or appointed designee shall be notified at least one (1) hour, or the earliest time known, prior to the employee's starting time.

D. The employer may require proof of illness of an employee who has been out sick for three (3) consecutive working days or less whenever such requirements appear reasonable. If proof of illness is to be required for absences of less than three (3) days, the affected employee is to be so notified in advance in writing. If so required, the employee shall furnish a certificate from the attending physician regarding the illness and the employee's ability to return to work. Abuse of sick leave shall be cause for disciplinary action.

E. After an employee has been out sick in excess of three (3) consecutive working days, said employee shall furnish a certificate from his attending physician regarding the nature of the illness and the employee's ability to return to work and further, shall submit to examination by the Employer's physician for his certification.

F. Sick leave credits shall continue to accrue while an employee is on any leave with pay. Credits shall not accrue while an employee is on any leave without pay.

G. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, not work connected.

#### PERSONAL DAYS

##### SECTION II:

A. Leaves of absence with pay, for personal business shall be granted at a maximum of three (3) days per fiscal year (such leave may be taken anytime during the fiscal year subject to being earned at the rate of one (1) day for each four (4) months of employment during the fiscal year), after completion of the probationary period, which leave of absence shall, if unused, not be cumulative from year to year. Personal business shall include: attendance at weddings or other related celebrations; attendance in court; personal or legal business matters or family matters which cannot be attended to outside the scheduled work hours; religious holidays or any other emergency or urgent reason, if approved by the Executive Director or his designee, which approval shall be freely given.

In addition the Employer will grant a fourth Personal Day. This additional day will be awarded to each employee on the first day of December each year and will not be subject to being earned. All requests for personal days leave of absence shall be in written form forty-eight (48) hours in advance thereof. Only in an emergency may such a request be made verbally. Verbal approvals must be followed within one (1) week by a written request. The respective employees shall be paid their hourly rate of pay for any such days of excused absence which occur during his normal work week but in no event more than eight (8) hours for any one (1) day.

B. It is intended that the above payment be made for such period only that the employee would actually have been working. An employee will either receive pay for the personal days leave of absence or holiday pay or vacation pay or military pay or jury duty pay or disability benefit, as the case may be, but not pay for more than one (1) of the above. Employees shall be required to submit proof thereof for the purpose of receiving payment for same.

#### FUNERAL LEAVE

##### SECTION III:

In the event of a death in the employee's immediate family, which shall be defined as spouse, children, parents and grandparents, or in the immediate family of the employee's spouse as defined above, or the death of a relative who resides with the employee, the department head or, in his or her absence, the executive director or his designee may grant the

employee a leave of absence with pay not to exceed three (3) days if deemed necessary.

#### OCCUPATIONAL INJURY

##### SECTION IV:

A. Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay. Employees who are absent in accordance with the above, due to a job injury, will be reimbursed to the date of the injury, when substantiated by the employer's physician. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of Worker's Compensation paid under the New Jersey Worker's Compensation Act, for temporary disability. Such leave shall be limited to a maximum of one hundred twenty (120) days from the date of injury.

B. In the event that an injured employee received temporary disability under Worker's Compensation during the course of the aforementioned one hundred twenty (120) days, he/she is to endorse said draft payable to the employer solely and is to tender said draft to the employer will be in way of reimbursement to the aforementioned employer toward payment of the injured employee's full salary during the course of the one hundred twenty (120) days period. In the event that the injured employee does not endorse and turn over the aforementioned draft to the employer, he/she shall not then receive full pay but only the difference between the compensation pay and his full pay during the one hundred twenty (120) days period of time.

C. Employees returning from authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

#### MILITARY LEAVE

##### SECTION V:

A. An employee may be granted a leave of absence up to two (2) weeks to complete his/her military obligation. The employer will make up the difference in pay which the employee receives from the military and his/her regular pay.

B. Payment will be made upon submission of the original payee's copy of the DA Form 2139 received by the reservist, to the Executive Director for certification. DA Form 2139 will be returned to the reservist with his difference in pay.

#### JURY DUTY

##### SECTION VI:

In the event that an employee is called to jury duty, the employee will be granted time off as the court requires. Such absence from work will not be counted against the employee's regular vacation period or sick leave accumulation. The employee will be paid the difference in pay between jury pay and his/her regular pay only for the time required to serve on jury duty, and if there are times an employee is not scheduled for jury duty, then and in that case, he/she must report for work. All requests for jury duty leave must be filed with the



Executive Director prior to the leave, subject to the Employer's right to verification. If the employee is released from jury duty on or before 10:30 a.m. on any morning, he/she is to return to work by 1230 hours.

#### NON-PAID LEAVE OF ABSENCE

##### SECTION VII:

A. The Employer may grant its employees a leave of absence without pay up to thirty (30) working days for personal reasons. Application for said leave shall be in writing, and the Employer's permission shall not be unreasonable withheld. An employee who is granted a leave of absence shall not suffer any loss of seniority. The Employer may, in its discretion, extend a leave of absence at the request of an employee.

B. Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits, provided, however, that sick leave and vacation leave credits shall not accrue.

#### ARTICLE V

##### GRIEVANCE PROCEDURE

A. Any grievance or dispute which may arise between the parties, involving the application, meaning, interpretation or alleged violations of the terms and conditions of this Agreement, shall be settled in the following manner:

Step 1: The Union steward, with the aggrieved employee, shall take up the grievance or dispute with the

employee's department head (or his designee) within five (5) working days (Monday through Friday excluding holidays) of the date of the occurrence of the grievance. The department head or his designee shall attempt to adjust the matter and shall respond to the steward within three (3) working days. If the grievance or dispute is not taken up in accordance with this provision within five (5) working days of its occurrence it shall be deemed abandoned.

The Union reserves the right to submit a grievance immediately to Step 2 if the circumstances warrant the same. If Step 1 is bypassed, then the Plant Superintendent will have five (5) working days to respond in Step 2.

Step 2: If the grievance has not been settled to the employee's satisfaction, it shall be presented in writing by the Union Steward to the Plant Superintendent within five (5) working days after the immediate supervisor's response is due. The Plant Superintendent shall respond in writing to the Union President or his designated representative within three (3) working days.

Step 3: If the grievance still remains unadjusted, it shall be presented by the President, or Union Representative to the Employer's Executive Director in writing within seven (7) working days after the response of the Superintendent is due. The Executive Director shall meet with all parties involved within five (5) working days and shall render a decision in writing within seven (7) working days following such meeting.

Step 4: If the grievance still remains unadjusted, notification shall be presented to the Authority's Personnel Committee in writing by the Union representative within seven (7) working days after the response by the Executive Director is due. The grievance shall then be presented by the Union to the Authority's Personnel Committee within twenty (20) working days, with all involved parties being invited to attend. The Personnel Committee shall respond in writing ten (10) working days of the presentation. If notification is not given or the presentation is not made in accordance with this provision, the grievance shall be deemed abandoned.

Step 5: If the grievance still remains unadjusted, it shall be presented to the New Jersey State Board of Mediation, in writing, within seven (7) days after the response of the Authority is due. The New Jersey State Board of Medication shall respond within ten (10) days. If the grievance is not presented, in writing, in accordance with this stipulation within seven (7) days, it shall be deemed abandoned. The decision of the arbitrator shall be in writing and shall be rendered within twenty-one (21) days and such decision shall be advisory only.

B. The employee is entitled to a representative of his/her choosing, at his/her cost, at each and every step.

## ARTICLE VI

### HOURS OF WORK

#### SECTION I:

A. The normal work week shall be Sunday through Saturday and shall consist of shifts and the number of hours worked by such employees as of March 1, 1980; provided, however, that said employees shall receive two (2) days off in any work week. All employees shall perform those duties or work requirements as directed, or as may be posted from time to time as outlined in the job descriptions.

B. All lead operators and operators will work shift work as follows:

1st shift, 2330 to 0730 hours.  
2nd shift, 0730 to 1530 hours.  
3rd shift, 1530 to 2330 hours.  
A particular meal time of thirty (30) minutes is included in the shift time.

All septage and sludge receiving operators will work shift work as follows:

2nd shift, 0700 to 1530.  
3rd shift, 0930 to 1800.

All maintenance and laboratory personnel will work from 0730 to 1600 hours, with the exception of the Custodians who will work from 0630 to 1500 or 0700 to 1530 in accordance with the posted work schedule.

C. Employees on shift work shall work those shifts as per posted schedules and perform those duties as posted and as directed by their department head or his or her designee. No substitution of employees from one working schedule to another will be permitted unless approved in advance by the Department Manager or his/her designee. Such approval shall not be unreasonably denied.

D. The Employer reserves the right to establish other schedules in addition to those now existing, after consultation with the Union Representative and the affected employees, to

maintain efficient, economical and orderly operations of the Employer's facilities; to provide the necessary continuous service to the users of the Employer's system, to prevent pollution of the water and streams in the Employer's district, and comply with regulatory agency requirements.

E. In the event schedules of work are established for classifications other than operators, requiring weekend coverage, the affected employees will be guaranteed two (2) consecutive days off in a seven (7) day period of which one (1) day will be on a weekend. It is further agreed that any employees hired before October 19, 1983, other than in the Operations Department, shall receive overtime pay as provided for in this Agreement. However, any new employees who may be hired to work a weekend schedule shall not be entitled to receive overtime pay per se for weekend work.

#### WORK SCHEDULE

##### SECTION II:

Work schedules showing the employee's shifts, workdays and hours of work for each department shall be posted, in the respective department; together with the "Personnel Status Sheet".

#### OVERTIME

##### SECTION III:

Time and one-half the employee's regular rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hour:

A. Daily - All work performed in excess of eight (8) hours in any workday.

B. Weekly - All work performed in excess of forty (40) hours.

C. All work performed on the sixth (6th) work day as such of any work week, provided the employee has worked a total of forty (40) hours.

1. Double time the employee's regular rate of pay shall be paid for all work performed on the seventh (7th) work day, as such, of any work week.

D. All work performed on a holiday shall be paid for at time and one-half plus holiday pay. Work performed in excess of eight (8) hours on a holiday shall be paid for at regular time plus double time (so that the employee shall actually receive triple time for the overtime hours worked on a holiday). There shall be no pyramiding of overtime compensation.

E. Overtime opportunities shall be distributed as equally as possible by the use of a rotating-cycle among employees in the same job classification, pursuant to a written policy or otherwise for each department. Probationary employees will not work overtime except in case of emergency. Other qualified personnel not in the same classification shall be afforded an overtime opportunity after the affected classification is exhausted at the overtime rate for the job. It is understood that nothing in this clause shall require payment for overtime hours not worked.

F. Scheduled overtime (that overtime which is known at least 48 hours in advance) shall be posted as soon as the opportunity is known to the employer and shall be awarded 24 hours in advance of said opportunity to the employee who signs up for the overtime who is next on the overtime list.

If the employer fails to post scheduled overtime as above, then any employee who refuses said overtime shall not be charged for the refusal.

An employee who works more than four (4) hours of unscheduled overtime and who is scheduled on the previous shift shall receive a \$8.00 meal allowance, reasonable time to obtain said meal and shall be allowed a one-half hour lunch.

G. In the event the employer establishes a work schedule based on twelve-hour shifts, the parties shall discuss and mutually agree upon an acceptable overtime provision, other than that contained in this Article.

H. If an employee stays over and works overtime he or she shall be guaranteed two (2) hours work. The employee, however, may elect to work only the time required by the employer, in which event he or she shall be paid only for the time worked.

I. In the interest of personal health and safety, no employee may work more than two (2) consecutive double shifts, or a total of twenty-four (24) hours of overtime in any one pay period.

J. In the event that all attempts to fill the schedule due to someone calling off for a particular shift fail,

following present practice, the least senior person from the offgoing shift will stay for the next shift. If the least senior person is coming off sixteen (16) continuous hours, then the second least senior person will stay for the next shift.

#### CALL-IN TIME

##### SECTION IV:

A. An employee who is required and returns to work during periods other than his/her regular scheduled shift, shall be guaranteed three (3) hours pay at the overtime rate unless it is contiguous to the normal work day and will be paid portal to portal.

B. When the three (3) hours call-in time pay overlaps with the regular shift, upon commencement of the regular shift, the employee from that time on will not receive time and one-half but said employee shall receive straight time pay.

C. The mechanic who has standby responsibilities for the week will carry a signalling device (beeper) at all times during his/her week. He/she will be the first person called in the event of a maintenance problem at any of the employer's facilities. The mechanic on standby will receive as compensation one (1) hour's pay at his/her current base rate for each weekday and three (3) hour's pay at his/her current base rate for each holiday, Saturday and Sunday spent on standby.

#### PAY SCALES OR RATES OF PAY

##### SECTION V:

A. Pay day shall be every Friday at the rates as per Schedules "A" and "B" attached.



B. Any employee who performs work in a higher paid classification of employment than his/her own, shall receive compensation at the rate of the higher classification for said work performed.

C. The employer's personnel who qualify and who obtain Public Sewerage Treatment Operators' licenses, in accordance with the "Rules and Regulations on Licensing of Operators of Public Sewerage Treatment Plants" promulgated by the New Jersey Department of Environmental Protection, salary shall graduate from Trainee in accordance with obtaining the following licenses and in the salary increase referred to thereat:

(1) S-1 licensed operators shall receive a salary at three percent (3%) over his or her present salary rate.

(2) S-2 licensed operators shall receive a salary of six percent (6%) over his or her base salary rate. Base salary is defined as those salaries outlined in Article VIE, Section V, Paragraph A, Schedules "A" and "B".

(3) S-3 licensed operators shall receive a salary at five percent (5%) over his or her present salary.

(4) S-4 licensed operators shall receive a salary at five percent (5%) over his or her present salary.

D. The salary increases in Paragraph C shall be granted upon the presentation of the letter notifying the employee that the licensing test has been successfully passed.

E. An employee shall receive a salary at 2-1/2% over his/her present salary, upon completion of twenty-four (24)

credit hours and forty-eight (48) credit hours of college level and/or college level technical training and/or equivalent (exclusive of courses required for State licensing and seminars), with prior approval from the Superintendent, relating to his/her job classification.

F. The change in rates of pay and classification into a new position will be predicated upon the results of the annual performance evaluation reports (Schedule C), and the promotion evaluation interview which will take place within thirty (30) working days of an employee's request for promotion, providing the minimum time requirements of the job description have been met. The employer shall notify each unsuccessful candidate in writing within thirty (30) working days of the promotion evaluation interview of the areas of deficiency and a suggested course of action.

## ARTICLE VII

### HOLIDAYS

A. There shall be twelve (12) paid holidays during the term of this Agreement. The following days will be recognized as holidays under this Agreement:

1. New Year's Day
2. Choice of either Martin Luther King's Birthday or General Election Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Eve
12. Christmas Day

For the choice holiday, each employee shall select by December 31 of the prior year whether they elect to take Martin Luther King's Birthday or General Election Day as their holiday of choice. Those holidays corresponding to our holidays, that the State celebrates on a Monday, we will celebrate on the same Monday, otherwise as written.

B. In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday.

In the event a holiday falls on a Sunday, it shall be celebrated on the following Monday.

This paragraph shall not apply to operators and to lead operators, whose holidays shall be the actual day of the holiday and not the day the holiday is celebrated.

C. In the event the holiday falls on an employee's regular scheduled workday and cannot be given off, said holiday shall be handled in a manner as outlined in Article VI "Hours of Work", Section I.

D. In the event a holiday falls within an employee's vacation period, the holiday shall be celebrated at the employee's option, unless the Employer determines that it cannot be taken because of pressure of work.

E. In order to qualify for holiday pay, employees must work his or her scheduled workday immediately preceding and his or her scheduled workday immediately following the holiday unless on an excused absence.

F. Permanent employees are eligible for holiday pay.

G. Whenever a holiday falls during the time an employee is on paid sick leave and scheduled to work, that day will not be charged against his/her sick leave.

H. Employees who are on leave of absence without pay, will not be eligible for holiday pay.

#### ARTICLE VIII

##### VACATIONS

All permanent employees, covered by this Agreement, shall be entitled to vacation leave based upon their years of continuous service. Periods of time on leave of absence without pay, except for military leave, shall be deducted from the employee's total continuous service for purposes of determining the earned service credit for vacation leave. Vacations with pay shall be granted and will be taken by employees as follows:

A. From employee's date of hire to his/her 5th anniversary date, he/she will earn vacation at the rate of 10/12ths of a day per month. When the employee reaches his/her 5th anniversary date, he/she begins to earn vacation at the rate of 15/12ths of a day per month (1-1/4 days per month).

When an employee reaches his/her 10th year anniversary date, he/she begins to earn vacation at the rate of 20/12ths of a day per month (1-2/3 days per month).

When an employee reaches his/her 20th year anniversary during the fiscal year, he/she begins to earn vacation at the rate of 25/12ths of a day per month (2-1/12ths days per month).

If an employee reaches his/her 5th, 10th, or 20th year anniversary during the fiscal year, his/her vacation will be figured at the rates outlined above for the remainder of that fiscal year.

After the 1st, 5th, 10th and 20th anniversary of employment, an employee shall receive vacation credits at the new rate. These credits shall be prorated through November 30 and shall be subject to being earned.

After the 1st year of employment, all vacation time shall be credited on December 1 and shall be subject to be earned.

B. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period. Employees, at their option, shall receive their vacation pay prior to their taking their vacation with proper notice to the Employer.

C. Vacation allowance must be taken during the current fiscal year (December 1 through November 30) at such time as permitted unless the authority determines that it cannot be taken because of pressure of work. The Employer reserves the right to spread the vacation periods over the full calendar year (12 months). Said vacation need not be taken in consecutive days, but may be divided and/or split and taken at various noncompetitive dates at the pleasure of the employee upon obtaining permission of Employer; provided, however, the Employer has sufficient remaining employees to conduct

Employer's business, and provided further that the employee provides Employer adequate notice thereof.

D. Any employee who, at the request of the Employer, works any part of his/her vacation, will be compensated at the employee's regular rate plus time and one-half for each hour worked.

E. Employees may carry over up to forty (40) hours of unused vacation time to the next fiscal year. When the carried over vacation is taken, the employee will be paid at his/her current regular rate of pay.

F. A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return.

G. An employee who is retiring or who has otherwise separated, except for cause or a quit without proper notice, shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the fiscal year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

H. Whenever a permanent employee dies, having any earned annual vacation leave, there shall be calculated and paid to his/her estate a sum of money equal to the earned prorated vacation based on his/her salary rate at the time of his death.

I. Vacation leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on leave without pay.

J. Employees called back to work while on vacation shall receive time and one-half for that time plus the earned vacation pay.

K. The Employer shall post a notice by March 1 of each year which will remain posted for a two-week period requesting that employees submit vacation request slips. The Employer shall post a vacation schedule by April 1 of each year giving preferential vacation to the employees who submit slips in accordance with their seniority. Those employees who receive scheduled vacation time in accordance with this paragraph will receive priority over those employees who fail to request a vacation regardless of seniority.

L. In any event, a vacation shall be granted by seniority, except in those cases that may result as a failure of an employee to sign up for a vacation as set forth above, provided that the Employer can do so without impairing general operations.

## ARTICLE IX

### GENERAL PROVISIONS

A. The Employer agrees to make available a bulletin board at all Treatment Plants. The said bulletin boards shall be used for posting of the following notices: Union meetings, Union elections and returns, Union appointments to office and Union recreational or social affairs.

B. If any provision of this Agreement is subsequently declared by the legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable or not in

accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect during the duration of this Agreement. The parties agree immediately to negotiate a substitute for the invalidated portion thereof.

C. CLASSIFICATION AND JOB DESCRIPTION - The classifications for employees covered by this Agreement shall be established by the Employer after reviewing and discussing the same with the Union.

If during the term of this Agreement the Employer determines that new job descriptions and/or classifications be established or that changes be made in existing job descriptions and/or classifications, the parties agree that they will consult with a view to arriving at mutually acceptable determinations, including the rate of pay therefore, prior to such changes being made effective. Should the parties fail to agree, the Employer may implement the same and the Union may refer the matter to the grievance procedure delineated herein.

D. SAFETY AND HEALTH - The Employer will make a reasonable effort for the safety and health of its employees.

1. All employees shall submit to physical examinations and inoculations from time to time as directed by the Employer or the Employer's physician, at the expense of the Employer, in order to insure good health and ability to perform required duties.

In order to provide a drug free workplace, the Company and the Union agree that the Company may conduct pre-employment medical examinations, including a drug



screening. The Company reserves the right to mandate that a drug/alcohol test be taken immediately on any employee who causes or is involved in an industrial accident. If the test proves positive to illegal drugs or alcohol, or if the employee refuses to submit to such testing, the employee will be subject to disciplinary action, up to and including discharge.

2. There shall be provided foul weather gear (maximum one (1) issue per year), tools or devices deemed necessary by the Employer to protect the health and safety of the employees. It shall be the obligation of the employees to care for and use the equipment and supplies issued for their benefit.

3. Worn out items in this Section D shall be returned for replacement.

4. Lost gear, tools and/or devices shall be replaced at the employee's expense (as per past practice) with the same brand that was issued.

5. The Employer will appoint a Safety Committee. The present union representative on the Safety Committee will remain on the Committee for a period of one (1) year. The Union will recommend three (3) qualified employees, any of which could serve on the Committee. Employer will choose and appoint one (1) of the people recommended for a two (2) year term to the Authority's Safety Committee. The above procedure shall be followed every year in order to replace the term of the Union representative. It shall be the responsibility of the Safety Committee to investigate and recommend corrective action to

alleviate unsafe and unhealthy conditions. The Committee will meet monthly, to review conditions in general, and to make recommendations to the employer when appropriate. The Employer will provide the Safety Committee members reasonable time to investigate safety or health complaints on AUTHORITY PROPERTY during their working hours at no loss of pay. The Safety Committee employees must first obtain permission from their immediate supervisors to participate in the investigation, and it is understood that during any such investigation they will not interfere with work assignments of others.

E. REST PERIODS - The Employer shall grant two (2) ten (10) minute paid rest periods, one before the lunch break and one after the lunch break at a time and place designated by the parties.

An employee who works two (2) consecutive shifts shall be granted one (1) fifteen (15) minute paid rest period between the shifts.

F. CONTRACTING WORK OUT - The Employer shall have the right, in accordance with past practices, to apportion work by contract or subcontract to employees or others, as it may see fit in order that the services to be performed by the Employer may be carried out for the benefit of the public. Such contracting or subcontracting of work performed by the Employer's employees shall not result in a layoff of any of said employees covered by this Agreement.

G. EMERGENCY - In an emergency, each and every employee shall be subject to call for overtime duty and it is

each employee's responsibility to cooperate and accept such overtime work, when required. Emergency is hereby defined as that period of time when the health, safety and general welfare of the public is in jeopardy. Whenever an emergency is declared, written notification shall be given as soon as possible. The determination as to what conditions constitute an emergency will be at the sole discretion of the Employer and not be the subject of the grievance.

H. BIDS - In the event of a job opening or the establishment of a new job classification, the Employer agrees to post said vacancy for one (1) week and if said vacancy is filled, shall do so within two (2) weeks after posting is completed.

1. The employees who bid shall be evaluated by the Employer and after consultation with the Union, the job shall be awarded after considering the following factors: seniority, job evaluation, skill and ability to perform the posted job. The employee awarded the job shall be given a trial period on the job not to exceed thirty (30) days.

2. If the affected employee does not retain the awarded job, he/she shall be returned to his/her prior classification at the rate of said classification.

3. The Employer shall provide a written reply to any employee who is awarded or denied a job bid.

#### ARTICLE X

#### INSURANCE AND RETIREMENT BENEFITS

A. The employer will furnish HMO insurance provided by U.S. Healthcare or other comparable insurance for the employee and family.

B. Provided that at least fifty percent (50%) of the total number of insurable employees of the Employer elect to participate in a health benefit plan other than as provided in Paragraph A above, the Employer shall also furnish Guardian Insurance, including Major Medical coverage with a \$100 deductible for an individual and a \$300 deductible for a family or comparable insurance. This plan will include a Basic Dental Plan with a \$50 deductible and a \$1,000 annual benefit per person.

C. In addition to insurance provided in Paragraph A or B of this Article, the employer shall provide life insurance for the employee in the amount of \$10,000, together with a double indemnity plan for accidental death, and a disability income plan, which plan shall pay sixty percent (60%) of an employee's wages up to \$3,500 per month after six (6) months of qualifying disability.

D. The Employer agrees to provide retirement benefits (PERS) in accordance with applicable New Jersey Statutes.

E. The Employer agrees to provide an Employee Assistance Program.

#### ARTICLE XI

##### ACCESS TO PERSONNEL FOLDER AND EVALUATIONS

A. An employee shall within five (5) working days of written request to the Executive Director have an opportunity to

review his/her personnel folder in the presence of an appropriate official of the Administrative Department to examine any criticism, commendation or any evaluation of his performance or conduct prepared by the Employer during the term of this Agreement. He shall be allowed to respond in a reasonable length of time to anything therein and said response shall be placed in his file.

B. Each regular written evaluation of work performance as set forth in the Performance Evaluation Report, Schedule "C", and by reference made part of this report, may be reviewed with the employee and the employee may place his/her signature or not place his/her signature on the evaluation form. Such signature does not mean agreement with the contents of the evaluation unless such agreement is stated thereon. It is further stipulated and agreed that the employee shall be afforded opportunity to review said Report, or Reports as the case may be, prior to same being made a permanent part of his/her file and for work record.

## ARTICLE XII

### WORK UNIFORMS

Proper clothing shall be worn at all times as required. The Employer shall at its sole expense furnish uniforms to all permanent employees covered by this Agreement as follows:

- Seven (7) pairs of pants;
- Seven (7) long-sleeve shirts;
- Seven (7) short-sleeve shirts;
- Two (2) jackets;
- Two (2) pair of gloves;
- One (1) pair of coveralls;
- One (1) lined coveralls;
- For lab employees five (5) lab coats and

four (4) pair of pants.  
All shirts and pants shall be cotton, if available.

Each employee shall be furnished one (1) pair of safety shoes by December 15 of each year and will only be replaced if said shoes are defective. The manufacturer and the style or styles of the shoes shall be determined by the Employer and will be Class 75 safety shoes of a quality equal to or better than those previously furnished. An employee shall have the right, at his/her own expense to upgrade the shoes, with the prior approval of the Employer, which approval will not be unreasonably withheld, and will pay the difference between \$85.00 and the cost of the upgraded shoes by way of payroll deduction. It is agreed and understood that the employees shall be responsible for their own safety shoes, once furnished, and shall be required to wear Class 75 safety shoes while at work.

The Employer will make every effort to furnish winter clothing by October 19 but in no event, later than December 15 of each year.

Any additions and/or replacements of the above items of clothing during the term of this Agreement (not dictated by the Employer) shall be at the employee's sole expense.

Clothing provided herein by Employer shall only be worn in the ordinary course of employment with the Employer. Violation hereof shall be cause for disciplinary action.

It is further understood and agreed that certain items of clothing are replaced annually while others are replaced less

frequently. Those items replaced annually are the shirts and pants referred to in this Article.

When possible, all clothing shall be American made.

#### ARTICLE XIII

##### LONGEVITY PAY

Those employees who have attained five (5) years of continuous service with the Employer shall receive a longevity pay bonus of thirty cents (30¢) per hour. Those employees who have attained ten (10) years of continuous service with the Employer shall receive a longevity pay bonus of fifty cents (50¢) per hour.

#### ARTICLE XIV

##### WAGES

Each employee covered by this Agreement shall receive the hourly rate of pay, exclusive of overtime and/or holiday pay, for his or her classification as set forth in the attached Schedule in Column A for the period November 24, 1991 through and including December 5, 1992.

Each employee covered by this Agreement shall receive the hourly rate of pay, exclusive of overtime and/or holiday pay, for his or her classification as set forth in the attached Schedule in Column B for the period December 6, 1992 through and including December 18, 1993.

#### ARTICLE XV

##### SHIFT ALLOWANCE

There shall be a shift allowance of sixty-five cents (65¢) per hour for all hours worked on the first shift (2330 to 0730

hours); a shift allowance of thirty cents (30¢) per hour for all hours worked on the third shift (1530 to 2330 hours); and a shift allowance of thirty cents (30¢) per hour for all hours worked on the septage and sludge receiving shift of 0930 to 1800 hours.

#### ARTICLE XVI

##### TERM OF CONTRACT

This Agreement shall be effective as of the 24th day of November 1991, and shall remain in full force and effect until midnight on December 18, 1993.

#### ARTICLE XVII

##### SEVERABILITY AND SAVINGS

If any provision of this Agreement shall be held invalid by operation of law or by tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending final determination as to its validity, such provision shall be inoperative but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

#### ARTICLE XVIII

##### FULLY BARGAINED

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and incorporates the complete and final understanding, and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.



IN WITNESS WHEREOF, we have hereunder set our hands and seals the day and year first hereinabove written.

WITNESS:

STONY BROOK REGIONAL SEWERAGE  
AUTHORITY

*John W. Barton Jr.*

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

*[Handwritten Signature]*

WITNESS:

CONSTRUCTION AND GENERAL LABORERS'  
UNION LOCAL 172 OF SOUTH JERSEY

*Karen Liguorch*

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

*Raymond M. Lucino*

| Proposed Rate Schedule Effective | Schedule A<br>11-24-91 | Schedule B<br>12-6-92 |
|----------------------------------|------------------------|-----------------------|
| Lead Mechanic                    | \$ 16.10               | \$16.85               |
| Mechanic I                       | 15.01                  | 15.76                 |
| Mechanic II                      | 13.67                  | 14.42                 |
| Mechanic III                     | 12.86                  | 13.61                 |
| Septage & Sludge Receiving Oper. | 12.05                  | 12.80                 |
| Lead Operator                    | 15.56                  | 16.31                 |
| Operator I                       | 13.39                  | 14.14                 |
| Operator II                      | 12.86                  | 13.61                 |
| Operator III                     | 12.05                  | 12.80                 |
| Operator IV                      | 11.12                  | 11.87                 |
| Lab Analyst                      | 14.48                  | 15.23                 |
| Lab Technician                   | 13.88                  | 14.63                 |
| Lab Assistant                    | 12.99                  | 13.74                 |
| Sampler I                        | 12.99                  | 13.74                 |
| Sampler II                       | 12.19                  | 12.94                 |
| Custodian                        | 10.14                  | 10.89                 |
| Utility Person                   | 16.10                  | 16.85                 |
| Instrumentation Mechanic         | 13.94                  | 14.69                 |

Hiring rate for Laboratory Technician, Laboratory Analyst, Laboratory Assistant, Sampler I & II, and Utility Person shall be at the rate of \$1.00 less than the rate of the job. Upon completion of the probationary period, there shall be a wage increase of 50¢ per hour; after completion of six months of employment there shall be an increase of 25¢ per hour and additional 25¢ per hour shall be paid after the completion of one year of employment.

The hiring rate for all jobs, except those listed above, shall be 50¢ less than the rate of the job, and full rate for the job shall be paid after the completion of ninety days of employment.