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AGREEMENT

between

RAHWAY VALLEY SEWERAGE AUTHORITY

and

OIL, CHEMICAL AND ATOMIC WORKERS  
INTERNATIONAL UNION, AFL-CIO  
LOCAL 8-149

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Effective:

January 1, 1987

through

~~X~~ DECEMBER 31, 1989

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PREAMBLE

This Agreement, made and entered into by and between the RAHWAY VALLEY SEWERAGE AUTHORITY, hereinafter referred to as the "Authority", and the OIL, CHEMICAL AND ATOMIC WORKERS INTERNATIONAL UNION, AFL-CIO, and its Local 8-149, hereinafter referred to as the "Union".

ARTICLE I

RECOGNITION

A. The Authority recognizes the Union as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment of all regular and full-time, blue collar, hourly employees employed by the Authority, but excluding all clerical employees, professional employees, confidential employees, craft employees, managerial executives, police, supervisors within the meaning of the Act, and all other employees of the Authority.

B. For the purpose of Paragraph A above, a "full-time" employee is one who works more than twenty (20) hours per week, and a "regular" employee is one who remains on the job for a period longer than ninety (90) calendar days. However, the ninety (90) calendar day period may be extended by the mutual agreement of the Union and the Authority, or in accordance with the provisions set forth in Article II.

ARTICLE II

PROBATIONARY PERIOD

During the first ninety (90) days of continuous employment, an employee shall be considered a probationary employee, and the Authority may terminate his employment within that time without challenge by either the employee or the Union, and without resort to any grievance procedure or any other hearing procedure. If any employee is out of work for five (5) or more days during the probationary period, the probationary period shall automatically be extended to make up for the time that the employee is absent. Notwithstanding the automatic extension herein referred to, upon mutual agreement of the parties, the probationary period may be extended for an additional thirty (30) days.

ARTICLE III

NON-DISCRIMINATION

Neither the Authority nor the Union shall discriminate against any employee because of race, creed, religion, color, age, marital status, sex or national origin.

ARTICLE IV

DUES CHECK-OFF

A. The Authority shall deduct from the wages of its employees Union dues in accordance with N.J.S.A.

52:14-15.9(e), as voluntarily authorized by the individual employee, in writing, in a form satisfactory to the Authority.

B. Upon receiving said authorization, the Authority shall make the deduction from the first pay period of each month, and transmit the sum deducted directly to the Local before the end of the month.

C. The employee may withdraw the above authorization, by filing a Notice of Withdrawal with the Authority, which filing shall be effective to halt deductions as of January 1st or July 1st next succeeding the following said filing.

D. The authorization for deduction shall be as follows:

I certify that the Oil, Chemical and Atomic Workers International Union, AFL-CIO, and its Local 8-149, is my designated collective bargaining representative and I hereby voluntarily authorize and direct the Rahway Valley Sewerage Authority to deduct from my earnings due me on the first payday in each month, my monthly Union dues for the preceding month, and pay the same to the Secretary/Treasurer of the Union.

This authorization may be revoked by me at any time by filing a Notice of Withdrawal with the Authority, which would become effective on January 1st or

July 1st following said filing. This authorization shall be subject to any limitation required by law or regulation of any authorized governmental agency.

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(Employee Signature)

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

F. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Authority in reliance upon the salary deduction authorization forms submitted by the Union to the Authority.

#### ARTICLE V

##### MANAGEMENT RIGHTS

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



1. The executive management and administrative control of the Authority and its properties and facilities, and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment.

3. To suspend, demote, discharge or take other disciplinary action as necessary.

4. To establish a code of rules and regulations of the Authority for the operation of the Authority.

5. To make all such decisions relating to the performance of the Authority's operations and maintenance activities.

6. To establish any new job classifications and job content and qualifications.

7. To determine the work performance, levels and standards of performance of the employee.

8. To change, modify or promulgate rules and regulations.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Authority, the adoption of policies, rules,

regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the terms of this agreement provided those terms are in conformance with the Constitution of the State of New Jersey, the Constitution of the United States, the laws of New Jersey and of the United States, and Court decisions of the State of New Jersey and of the United States.

## ARTICLE VI

### GRIEVANCE PROCEDURE

A. Complaints not directed to the interpretation or application or violation of this agreement must be presented to the Plant Superintendent. If such complaints are not satisfactorily resolved within ten (10) calendar days, the complaints may then be presented to the Executive Director. The Executive Director will issue his decision within fifteen (15) calendar days after the complaint has been given to the Executive Director and the Union shall not be permitted to submit his decision to arbitration.

B. Grievance: The term grievance as used herein means any controversy arising over the interpretation, application or alleged violation of this agreement, and may be raised by an individual, a group of individuals, or the Union on behalf of an individual.

C. In no event may a grievance related to discipline be submitted at any Step in the grievance or arbitration procedure. It is understood and agreed that if the Supreme Court of the State of New Jersey restores the right of an employee to grieve and/or arbitrate a discipline case such right shall be considered as part of the grievance and arbitration procedure.

D. If the grievance involves a controversy over the interpretation, application or alleged violation of this agreement, then in that event, the following constitutes the sole and exclusive method for resolving grievances between the parties over this agreement:

STEP ONE:

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

STEP TWO:

The written grievance must be submitted

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

STEP THREE:

If the grievant processes the grievance to the Third Step he must do so by notifying the Executive Director of his intention within five (5) work days from the date the Plant Superintendent issues his written answer. The Executive Director and/or his designees shall meet with the grievant within five (5) work days from the date of the grievant's notification of his intention to process the grievance to the Third Step. The grievant may have in attendance in addition to himself, such members of the Local Union, as may be necessary, however, in no event shall the maximum number of Union members be greater than four, including the grievant, Shop Steward and two committee members.

This meeting shall not take place until or unless an International Representative shall be present. There shall be no penalty charged to either party if this meeting is mutually adjourned to another date. The Executive Director shall issue his answer, in writing, within seven (7) work days following the Third Step meeting. The parties hereto may extend the time periods provided herein by mutual agreement.

STEP FOUR: ARBITRATION

1. If the grievance is not settled through Steps One through Three, the grievant may refer the matter to the New Jersey State Board of Mediation within five (5) calendar days after the determination by the Executive Director, or his designee. An Arbitrator shall be selected and shall serve pursuant to the rules of the New Jersey State Board of Mediation.

2. The Arbitrator shall be bound by the express provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way, the provisions of this Agreement or any amendment or supplement thereto. The Arbitrator shall set forth his findings of fact and conclusions of law and the reasons for making his award in a written decision which shall be rendered not later than thirty (30) days after the close of the hearing. The decision of the

Arbitrator shall be final and binding upon the parties.

3. The cost for the services of the Arbitrator shall be borne equally between the Authority and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

E. Miscellaneous Provision.

1. Any and all grievance settlements under this Article shall be in writing and signed by the authorized parties.

2. At any Step of the procedure, if the grieving party fails to move the grievance within the time allowed, it shall be deemed to be an abandonment of the grievance.

3. Time limits hereunder may be extended by the mutual agreement of the parties.

ARTICLE VII

STRIKES AND LOCKOUTS

A. The Union and the employees or either of them shall not call or engage in a strike or threats thereof for any cause whatsoever nor shall the Union or any of the employees cause or participate in any cessation of work, slowdown, work stoppage, sick-outs, or interference of any kind with

Authority operations, and the Authority shall not institute a lock-out.

B. The Union and its representatives shall take every reasonable action within the law to prevent and to stop the types of employee activities referred to in Paragraph A above.

C. The Authority shall not be required to discuss or negotiate, or hear or file on any problem or grievance related to any strike or other work stoppage or slow down until such time as such prohibited acts are discontinued.

D. Any employee who engages in any of the above prohibited acts shall be subject to discharge.

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

#### ARTICLE VIII

##### SENIORITY

###### A. Plant Seniority

Plant Seniority will be based on continuous service at the Rahway Valley Sewerage Authority, based on the last date of hire.

B. Seniority Termination

Any employee shall be considered discharged and terminated from his employment effective when the employee resigns; the employee is discharged; the employee is laid off for a period in excess of one (1) year; upon a leave of absence (not caused by accident or illness) being extended without approval beyond ninety (90) days; upon absence without leave in excess of three (3) consecutive working days without calling in and without justifiable reasons for not calling in and upon failure of an employee to accept a recall, in writing, from a lay off within one (1) working week after receiving notice of recall from the Authority.

C. Notice of recall shall be sent to the employee by certified mail or telegram to the employee's last address of Authority record. Recall notice shall not require return to work earlier than two (2) weeks from the date of notice.

ARTICLE IX

POSTING OF JOB VACANCIES

A. Openings included within the bargaining unit shall be posted on the bulletin board for a period of seven (7) days and any employee in the same or lower classification may apply for such job opening. The parties agree that the only exception to the right to bid laterally or



upwards shall be for new jobs created by the Sludge Dewatering building becoming operational as follows:

(i) Employees in the Machinist and Chief Mechanic's classification shall not be permitted to bid for the new jobs.

(ii) All other employees may bid on the job or jobs created, however, if two or more employees bid on a job or jobs from the same classification, who might otherwise qualify, the Authority shall have the right and option to award the job or jobs to no more than one (1) employee from the same job classification.

B. Employees covered by this Agreement who apply for such jobs shall have their applications reviewed in terms of (a) seniority, (b) capacity for the work, and (c) demonstrated performance; however, awards to "training positions" only will be made on the basis of seniority. "Training Positions" shall be defined as only the following:

Janitor  
Maintenance Laborer  
Incinerator Operator  
Pump House Operator  
Sewerage Treatment Operator  
Dewatering Plant Operator (The rate of pay shall be the same as the Sewerage Treatment Operator)

In the case of the Diesel Room Operator and Secondary Operators, these positions are not considered "Training Positions"; however, if the Union disagrees with management's determination it shall have the right to challenge the same through the grievance procedure, however, the grievance shall commence at the Superintendent's level.

C. If the present employees are qualified for a job opening, as determined by the Authority, such employees shall be given priority before any outside non-employees are considered for the position.

D. If an employee is promoted, he shall be placed on probation in accordance with Article II, Probationary Period (90 days). If an employee is removed from a job from which he was promoted to during his probationary period, or requests a return to his old position, the employee shall be given his old job with no loss in seniority.

E. If the Authority determines that a test will be given to bidders to determine their qualifications to successfully fill a job vacancy it shall post the general requirements of the test together with the notice of the job vacancy. The test will be given not sooner than five (5) nor more than seven (7) days after the posting has been removed. Any employee who takes a test must be notified of the results of that test in writing.

ARTICLE X

TEMPORARY TRANSFERS

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

A. When an employee is temporarily transferred from a higher paid job to a lower paid job, he shall receive his regular rate of pay.

B. When an employee is temporarily transferred from a lower paid job to a higher paid job for less than two (2) hours he shall receive the lower paid job rate for that period of time. If the employee who is transferred from a lower paid job to a higher paid job performs the same for two (2) or more hours he shall receive the higher rate of pay retroactive to the time when he was assigned to the higher rated job.

ARTICLE XI

UNION BUSINESS

A. The Authority's sole responsibility in the administration of all Union matters shall be with the Shop Stewards. Wherever notice is required to the Union, and whenever official dealings with the Union are required, the Shop Stewards shall be the designated representatives of the

Union for such matters which take place at the work place.

B. The Union shall designate not in excess of two (2) Stewards, one (1) of whom may be designated as Chief Steward and one (1) as alternative Chief Steward. The Union shall notify the Executive Director, in writing, the names of the Chief Steward and the alternative Chief Steward within seven (7) days of their election or appointment.

C. Stewards shall be given an opportunity to engage in the adjustment of grievances as provided for under the Grievance Procedure herein with Authority representatives.

D. A Steward shall not leave his job without the permission of his Supervisor, and shall not contact another employee on Union business without prior permission of that employee's Supervisor or his own. However, it is understood that a reasonable amount of time during the regularly scheduled working hours shall be provided to the Steward for such purposes.

E. Under no conditions shall Shop Stewards interfere with the performance of the work of others.

F. A Steward has no authority to give orders regarding work to any person employed by the Authority, by virtue of his position as Steward.

G. The Union shall notify the Authority immediately following the selection of Stewards.

## ARTICLE XII

### PLANT VISITATION

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

## ARTICLE XIII

### SAFETY COMMITTEE

A. The Union will appoint a Committee, not to exceed two (2) people, to meet with the Plant Superintendent, or his designee, as needs arise to discuss and make

recommendations relating to the safety of the employees and the public.

B. The Committee and the Plant Superintendent shall meet as the need arises. No such meeting shall take place unless an agenda is supplied by the Union one week in advance of the scheduled meeting. The agenda shall only contain safety items. A meeting shall be scheduled for one (1) hour and any incomplete items on the agenda at the conclusion of the one (1) hour shall be adjourned to another meeting to be scheduled within thirty (30) days of the adjourned meeting.

C. In addition, there will be a monthly meeting set up for those employees available, for the purpose of training in the areas of safety and/or equipment operation.

#### ARTICLE XIV

##### FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

B. The parties acknowledge that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. The Authority and the Union, for the life of this Agreement only, each voluntarily waive any rights to bargain or negotiate with respect to any subject matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement.

D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XV

JOB EVALUATION

A. If the Authority furnishes job descriptions or modifications of the same to the Union it is with the understanding that the content thereof is not subject to the Negotiations and Arbitration Procedure and the furnishing of the same is for informational purposes only.

B. If a new job or substantial modification of a job is put into effect by the Authority, which sets a rate therefor, and the rate set is in dispute, the matter shall be subject by either party to the Grievance Procedure. Whether or not the dispute relates to a new job or a

substantial modification of an existing job the employee will be obligated to perform the job and receive the rate set therefor pending the outcome of a grievance. Any grievance settled in favor of the grievant shall be retroactive to the date a new job was first performed and if the dispute relates to a rate set for a substantially modified existing job then any rate settled in favor of the grievant shall be retroactive to the filing of the grievance. If any of the aforesaid grievances are settled in favor of the Authority the rate set will be effective as of the time the job was first performed, whether a new job or a substantially modified existing job.

#### ARTICLE XVI

##### BULLETIN BOARD PRIVILEGES

###### A. Space Availability

The Authority shall supply a bulletin board in the lunch room for the use of the Union to post announcements.

###### B. Authorization

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 as described in Paragraph C., below, except after such notice has been approved in writing by the Superintendent and the Union.



C. Material

The Union may use the bulletin board to post the following Union announcements:

1. Notice of Union recreation or social affairs.
2. Notice of Union elections and results of such elections.
3. Notice of Union meetings.
4. Notice of Union appointments.
5. Union minutes of joint conferences or of general meetings.

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

ARTICLE XVII

LEAVE OF ABSENCE

A. An official leave of absence may, in the discretion of the Authority, be granted to an individual employee for specific reasons and for a stated period of time but in no event may a leave of absence exceed 90 days except if the leave of absence is caused by an accident or illness arising out of and during the course of the employee's employment.

B. An employee requesting a leave of

absence without pay must first submit a written request to the Plant Superintendent. Such request shall indicate the desired length of time of the leave, as well as the reasons therefor. The completed form, if approved by the Superintendent shall be reviewed by the Executive Director as to need, terms and length of absence.

C. Sick days shall not be earned during any leave of absence. Vacations shall not be earned during any leave of ninety (90) days or more. Employees on leave of absence shall not be eligible for any holidays which fall during such absence.

D. Coverage for health benefits of the employee and his dependents will be continued during the leave for a period of up to ninety (90) days, provided the employee makes prior arrangements before leaving.

E. The Authority shall have the sole discretion in the matters of leaves of absence, and each decision made shall be on its own merit. In no event shall the decision whether or not to grant a leave be precedential as to any other decision regarding a leave.

F. Employees who are granted a leave of absence shall be permitted to return to work prior to the original date set for the return subject to reasonable notice to the Authority of the employee's desire to return, as follows:

Employees who are granted a leave of absence in excess of ten (10) days but less than thirty (30) days are required to give the Authority three (3) days' notice of their anticipated return or longer notice if it is known to the employee. Employees who are granted a leave of absence in excess of thirty (30) days shall be required to give the Authority three (3) day's notice of their return from leave of absence or longer notice if such date of return is known to the employee. Failure to return on the date the Authority is notified that the employee will return without prior notice shall be considered a voluntary resignation.

#### ARTICLE XVIII

##### LEAVE FOR UNION BUSINESS

The Authority agrees to allow the President of the Local Union to attend the International Union's Convention for a period of not longer than two (2) weeks provided the President of the Local Union gives notice of such Convention to the Authority at least three (3) months in advance of the requested leave. Such leave shall be without pay.

#### ARTICLE XIX

##### SHIFT SWAP

A Shift Swap will be allowed under the following conditions: approval by supervisors involved, based on a good

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

## ARTICLE XX

### SAFETY EQUIPMENT AND CLOTHING

A. All safety equipment deemed necessary by the Authority shall be provided at the expense of the Authority. All employees shall utilize safety equipment when it is designated as necessary by the Authority in a work area. If the safety equipment is not available, it should be reported to the Plant Superintendent. Safety equipment and clothing, winter jackets, rain gear and boots are Authority property and must be turned in upon request, except as provided in Article XX, Paragraph C.

B. It is the opinion of both the Authority and the Union that the mandatory requirement of employees to wear safety shoes is a good safety procedure, and shall be continued. Effective January 1, 1987 the Authority shall reimburse employees for the purchase of up to two (2) pairs of

standard safety shoes per year, up to the maximum sum of \$45.00 per pair, per employee, per year, upon presentation of each new pair and a receipted bill therefor.

C. No later than January 31 of each year of this contract, the Authority will order 5 sets of uniforms for each employee. These uniforms will become the property of the employee and it will be the responsibility of each employee to properly launder and maintain them. Each employee shall have a choice of long or short sleeve shirts and between permanent press or cotton material. Uniforms supplied by the Authority are to be worn while on duty subject to disciplinary action.

D. Winter jackets, rain gear, boots, and two (2) pairs of coveralls shall be supplied. Each employee shall have the choice of fisher cloth or permanent press (summer weight) coveralls. The winter jacket, rain gear and boots will be supplied as needed.

E. In lieu of coveralls, employees may elect to substitute one "Bomber" style jacket of a value not to exceed that of the coveralls.

#### ARTICLE XXI

##### HOURS OF WORK

A. The normal "workweek" as used in this Agreement means the period of

seven (7) days extending from Saturday at 10:30 P.M. (preceding Sunday) to the following Saturday at 10:30 P.M. (preceding Sunday).

B. The normal weekly work schedule for employees, other than those working on continuous operations, shall be the period of five (5) days extending from Saturday at 11:00 P.M. (preceding Sunday) to the following Saturday at 11:00 P.M. (preceding Sunday). The normal hours of work within this schedule are 7:00 A.M. to 3:00 P.M., and shall normally be Monday through Friday.

C. Shift employees shall work a five (5) day rotating shift covering all seven (7) days of a week as follows:

First Shift	10:30 P.M. to 6:30 A.M.
Second Shift	6:30 A.M. to 2:30 P.M.
Third Shift	2:30 P.M. to 10:30 P.M.

D. Employees will be obliged to punch the time cards prior to the start of the regular or rotating shift and shall be required to punch the cards when leaving the plant at the end of the work shift. Any time not recorded shall be considered as time not worked, and if employees punch their cards prior to the scheduled shift commencement, this shall not entitle them to any overtime; and if a time card is punched after the work day has ended this shall not entitle the employee to overtime unless the employee was specifically authorized to work on an overtime basis prior to or after the scheduled shift and approved by the Superintendent.

E. If an employee is called back to work after working his normal shift, he will be guaranteed three (3) hours of work. If an employee is scheduled to work less than three (3) hours prior to his regular scheduled shift this shall not constitute a "call-in", however, it shall be subject to the overtime provisions herein provided for.

## ARTICLE XXII

### LUNCH, REST AND WASH UP PERIODS

A. Wash Up and Lunch Period - Normally taken from 12:00 to 12:30 PM. There will be a fifteen (15) minute wash up period prior to the end of the regular day shift, this normally will begin at 2:45 PM.

B. Lunch Period (Closed Lunch) - A period of fifteen (15) minutes shall be allowed for employees working the regular dayshift during the scheduled work week. The lunch period will normally begin at 12:15 PM. However, the lunch period may be adjusted due to emergent conditions.

The lunch and washup periods will be counted as time worked. Employees will not be required to punch in and punch out and will not leave the plant premises during these periods except when assigned duties off the premises during these periods.

C. Employees who because of their work assignment cannot take their regular lunch period may eat at their work stations as time permits.

D. All day shift employees shall be guaranteed a maximum rest period of twenty (20) minutes per work day; ten (10) minutes shall be provided during the first half of the shift, and ten (10) minutes during the last half of the shift. Such rest periods are paid time and may be re-scheduled due to the needs of the Authority.

E. An Incinerator Operator shall be entitled to the same rest, wash up and lunch periods afforded other regular day shift employees except, however, the Incinerator Operator shall not have his rest, wash up or lunch period until relieved by another employee.

F. The morning rest period shall be taken not later than 9:00 A.M.; the lunch break shall be taken not later than 12:35 P.M.; the afternoon break shall be taken not later than 2:00 P.M.

H. Meal allowance - Beginning January 1, 1987, each worker who works more than 12 consecutive hours shall be paid a meal allowance. This allowance shall be \$4.25 for the duration of the contract. Those employees who are due this allowance will be issued a check covering each six (6) month period, normally during July and December each year. This Paragraph will not apply when Operators swap shifts.



ARTICLE XXIII

OVERTIME

A. The Authority undertakes to maintain staffing and work schedule patterns which are adequate to accomplish its work without excessive demands upon its people. However, when necessary, in order to meet the Authority's operating requirements, an employee must be available to work overtime except for extraordinary reasons. This shall include work on holidays.

B. Overtime work must be authorized in advance by the management.

C. Overtime shall be paid at the rate of time and one-half the base rate of pay for all hours worked over forty (40) in a week, or eight (8) in a day, or, in the case of Labor Maintenance, Maintenance, Janitor, Pump House Operator and Incinerator Operator, all work on Saturdays and Sundays.

D. For purposes of computation of the forty (40) hour week, hours actually worked shall be counted, as well as personal days, bereavement leave, holidays, vacation and sick days, and job-related injuries which are verified by a doctor's certificate in accordance with Article XXXV, herein.

E. The Authority will make every reasonable attempt to equalize overtime among employees in the same classifications.

F. There shall be no pyramiding of overtime or premium pay.

G. An employee shall not leave his position until the end of the shift and his relief has reported.

H. Employees who are offered overtime work and for any reason do not work or who are not actively at work when such overtime is being offered shall be deemed to have worked such overtime for the purposes of equalization. Overtime work records shall be posted monthly on the Authority's bulletin boards.

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

The credits are earned as follows: Each time a shift operator actively works an uninterrupted consecutive 6 or 7 day period (without time off for any reason) a credit is earned. With the schedule in effect on January 1, 1987, for every five week rotation an operator has the potential to earn 5 credits providing the employee is actively working each scheduled shift.

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

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

- A) During the second week of days on Tuesday or Wednesday or Thursday;
- B) Accumulated and attached to a vacation period.

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

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

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

ARTICLE XXIV

HOLIDAYS

A. Each employee covered by this Agreement shall receive holiday pay equal to one (1) regular day's straight time earnings eight (8) hours for the following holidays during the years 1987, 1988, & 1989:

	<u>1987</u>	<u>1988</u>	<u>1989</u>
New Year's Day	Thur 1/1	Fri. 1/1	Mon.1/2 (Sun. 1/1)
Martin Luther King Day	Mon. 1/19	Mon. 1/18	Mon. 1/16
Lincoln's Birthday	Mon. 2/ 9	Mon. 2/15	Mon. 2/13
Washington's Birthday	Mon. 2/16	Mon. 2/22	Mon. 2/20
Good Friday	Fri. 4/17	Fri. 4/ 1	Fri. 3/24
Memorial Day	Mon. 5/25	Mon. 5/30	Mon. 5/29
Independence Day	Fri. 7/3	Mon. 7/4	Tue. 7/4

	<u>1987</u>	<u>1988</u>	<u>1989</u>
Labor Day	Mon. 9/7	Mon. 9/5	Mon. 9/4
Columbus Day	Mon. 10/12	Mon. 10/10	Mon. 10/9
Election Day	Tue. 11/3	Tue. 11/8	Tue. 11/7
Veterans Day	Wed. 11/11	Fri. 11/11	Fri. 11/10
Thanksgiving Day	Thur 11/26	Thur 11/24	Thur. 11/23
Day After Thanks- giving	Fri. 11/27	Fri. 11/25	Fri. 11/24
1/2 Day Before Christmas	Thur 12/24	Fri. 12/23	Fri. 12/22
Christmas Day	Fri. 12/25	Mon. 12/26	Mon. 12/25
1/2 Day Before New Year's Day	Thur 12/31	Fri. 12/30	Fri. 12/29

\* Where possible (flexible) (3) day weekends were substituted and (4) day weekends were split up into (2) (3) day weekends.

B. Employees working on rotating shifts which call for their working on a holiday shall receive eight (8) hours' straight time pay, as well as an additional time and one-half (1-1/2) for the actual hours worked on the holiday.

C. If a holiday falls on a Saturday or Sunday, it shall be observed on the previous Friday or following Monday for regular day workers, who shall receive time off with pay.

D. For the purposes of overtime calculations, holidays not worked shall be counted as time worked, provided the employee was scheduled to work that day.

E. In order to receive holiday pay, an employee must:

- 1) work his last scheduled shift prior to a holiday; and
- 2) work his first scheduled shift after a holiday.

F. If a holiday falls on an employee's vacation, the holiday shall not be charged against the vacation time.

G. Employees required to work a second consecutive shift (a 16 hour period) shall receive double time pay for the second eight (8) hours. This applies only to the following Holidays: New Years Day, Independence Day, Thanksgiving Day, and Christmas Day.

ARTICLE XXV

VACATIONS

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

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

B. Vacation entitlement shall begin with the year in which the anniversary date occurs.

C. Employees eligible for ten (10) or more days of vacation must take said vacation in blocks of at least five (5) consecutive working days during the year.

D. Employees who resign or who are terminated from employment receive vacation pay on a prorated basis; if they have completed at least one (1) year of service; however, an employee who resigns without giving proper notice shall not be entitled to any vacation pay.

E. Pay for the vacation period consists of the regular base pay only, excluding overtime and shift differential.

F. Employees may, upon request, receive pay for a scheduled vacation period of five (5) days or more when he leaves for the vacation, provided he makes such request on the Vacation Request form. However, the Executive Director may provide such pay without such notice at his discretion.

G. Requests for vacations during July, August and December must be submitted to the Superintendent, or his designee, no later than March 31st of the calendar year. The vacation schedule will be posted no later than April 30th of the calendar year. For vacations other than July, August and December, requests shall be submitted no later than thirty (30) days prior to the start of said vacation; providing it does not interfere with the plant operation. Changes in the vacation schedule, once submitted by the employees, will only be made in the discretion of the Superintendent, or his designee.



H. Any and all vacation earned must be taken during the calendar year earned unless the Authority requests that the vacation time be deferred until the next calendar year and if so the deferred vacation must be taken before and not part of the next vacation year entitlement.

ARTICLE XXVI  
JURY DUTY

A. In all cases an employee shall be obligated to produce proof to the Authority that he is required to serve on jury duty. Employees shall notify their supervisor no later than five days after receiving notification. Failure to do so will result in the employee's pay being reduced by 1/2 for each day jury duty is served. Employees required to serve on Petit Jury duty shall be granted a leave with no loss in straight time pay until such time as the employee is discharged from jury duty. If Petit Jury is extended beyond two weeks a specific statement shall be required from the County Clerk or the Presiding Judge that the employee is required to serve on Petit Jury duty beyond two weeks, and the time actually required to be spent beyond the two week period. If the employee is required to serve on a Grand Jury, a letter or other communication shall be supplied to the Authority by either the County Clerk, the Prosecutor, or the Presiding Judge of the County in which the Grand Jury is summoned verifying the employee's requirement to serve including the time periods. It is the duty of the employee to present verification of attendance at jury duty before pay is issued for the period.

B. If an employee is required to serve on jury duty, he is required to notify his supervisor so that arrangements may be made to cover his position in his absence.

C. If there is a change in the established original jury duty leave, the employee must notify the supervisor to make the necessary arrangements to return to work, otherwise, such employee shall forfeit pay from the Authority.

D. Employees are expected to cooperate with the Authority and report for work whenever possible. They will be required to notify their supervisor in advance any day they are not required to report for jury duty.

E. Employees reporting for or performing jury duty services on an unscheduled work day will receive no employer pay for that day.

F. Employees who are working 1st or 3rd shifts, who are required to serve on jury duty, shall be temporarily transferred to the 2nd shift or to a regular Monday to Friday shift for purposes of serving on the jury, and another employee shall be temporarily transferred to the job from which the person serving on jury duty came from.

ARTICLE XXVII

PERSONAL DAYS

A. The Authority shall provide up to three (3) personal days per year, with no loss of straight time pay, to each employee in the bargaining unit. Those employees hired prior to April 1 in 1987, 1988 or 1989 shall receive two (2) personal days; employees hired after April 1 but before September 1 shall receive 1 day.

B. Requests for personal days must be submitted by Thursday of the week before (unless emergency) to the Supervisor, who may or may not give approval based upon the operating requirements of the Plant. Assignments of any personal days shall be subordinate to requests for the same days by other employees who have a greater length of service. Emergency personal days will be granted only by the Supervisor in advance.

C. Personal days must be taken before the end of the calendar year, cannot accumulate from year to year and cannot be taken before or after a holiday, before or after a vacation or weekend.

D. Employees must schedule and have approval for all personal days prior to November 15 each year. Days which are not scheduled and approved shall be paid at the regular base rate of pay. As provided in Article XXVIII, Plan B, Paragraphs #4 and #5.

ARTICLE XXVIII

SICK LEAVE

A. All employees covered by this Agreement shall be granted sick leave with no loss of regular straight time pay of one (1) working day for each month of service (to a maximum of twelve (12) days per year).

B. For new employees this accumulation shall begin only after completion of the probationary period.

C. Sick leave may be utilized only for bona fide illness or disability purposes, and a certificate by the attending physician shall be required at the discretion of the Executive Director, after the second consecutive day of illness. However, it is specifically understood that the Executive Director, or his designee, may require a physician's note sooner if a pattern of absence or an abuse of the sick leave privilege is suspected.

D. In the event of the absence of a shift employee, such employee shall notify the Authority at least one (1) hour prior to their scheduled shift. Such employee shall call prior to his scheduled shift for any day during which a sick day will be taken, unless the employee notifies the Authority in advance that he or she will be absent for more than one (1) day. In the

event advance notification is given, the employee shall call the Authority at least four (4) hours prior to his return to his normal shift.

E. All unused sick leave which is not sold back to the Authority under one of the optional plans will be retained (banked) for each employee. At retirement, or at termination of active employment after twenty five years of service, in the employment of the Authority, the employee will be credited with one (1) day terminal leave for every two days of banked sick time remaining.

F. Effective January 1, 1987 with respect to the grant of sick leave and permitted accumulation thereof the Authority agrees to establish the following elective sick leave option which will apply to sick leave granted each calendar year of this contract.

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

Plan A

1. All sick leave days not used in excess of six (6) days per year will be "sold" or given back to the Authority which shall pay for the same at one-half (1/2) the employee's daily straight time rate of pay for each day sold or given back.

2. The employee shall have the option of selling or accumulating the excess over six (6) days unused.

3. If six (6) days or more of sick leave are used the employee shall not be entitled to sell any of the balance of unused sick leave days to the Authority.

Plan B

Employees earn 12 sick days per year as provided in A and B above. After forfeiting two days, any portion of the remaining days can be sold back at the rate of 1 day sick leave for 1 day regular base pay. Any of the remaining days which the employee elects not to sell back can be banked. Under this plan an employee can receive a maximum 10 days pay at regular base rate per year in lieu of banking unused sick time.

To be eligible for this plan, employees must be employed by the Authority for 12 months prior to January of the year this plan is elected.

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

1. Any sick days sold back to the Authority shall not be accumulated or credited to the employee's sick leave entitlement.

2. Any sick days accumulated as of December 31, 1986 shall not qualify for sale of the Authority.

3. Payment for days sold in 1987, 1988, and 1989 for both sick leave and unscheduled personal leave will be in mid December of the year earned.

4. If an employee is absent due to sickness or other reasons after payment is made, the employee will forfeit equal time in the first pay period(s) of the ensuing year at his prevailing rate of pay in the new year.

5. It is the responsibility of each employee to notify the Superintendent of his/her election of an alternate plan by December 1 each year. If the Superintendent does not receive notification by December 1, the employee forfeits the right to elect an alternate plan for that year.

6. Previously banked sick leave is not available for any sell back plan.

ARTICLE XXIX  
BEREAVEMENT LEAVE

A. Members of the bargaining unit shall be granted time off with no loss in regular straight time pay in the case of death of certain family members.

B. Employees shall be eligible for a maximum of three (3) consecutive scheduled working days, with no loss of regular straight time pay, which days shall be taken between the date of death and the day after the funeral, for death in the immediate family. A member of the immediate family shall be defined as an employee's parents, spouse, brother, sister, child, mother-in-law or father-in-law. However, in the case of an employee's spouse, the maximum number of consecutive scheduled working days off shall be five (5).

C. One (1) working day with no loss in regular straight time pay shall be granted for the death of any other family member.

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

ARTICLE XXX

MILITARY LEAVE

A. Military leave shall be provided in accordance with applicable law.

B. The Authority shall pay the difference between the employee's regular straight time earnings and the compensation paid by the military branch of the service involved, for a period not to exceed two (2) weeks of training in any calendar year.

C. Upon receipt of the official orders requiring leave for military training, an employee shall submit a request to the office of the Authority, together with a copy of official orders.

D. During such two (2) week period of training, the following benefits shall be continued: Health insurance, group insurance and retirement program.



ARTICLE XXXI

TUITION REIMBURSEMENT

A. In order to improve the working knowledge of its employees, the Authority agrees to make reimbursement of reasonable tuition, books and standard fees to employees under the following circumstances.

B. An employee shall first provide to the Chief Clerk of the Authority information about the course or courses desired to be taken and the projected cost thereof prior to registration. These courses must be job related and of a beneficial nature to the Authority. This information shall be submitted to the Executive Director for his approval or denial. The decision of the Executive Director shall not be the subject of a grievance.

C. Thereafter, upon admission to the course, the employee shall bring receipts of payment for tuition or suitable proof of payment arrangements to the Chief Clerk. One-half (1/2) of these costs shall then be reimbursed to the employee.

D. Upon satisfactory completion of the course or courses, the employee shall submit a transcript of his grades, the record of tuition and textbook payments with his request for reimbursement. The remaining one-half of the costs shall be reimbursed as soon as practicable thereafter.

ARTICLE XXXII

LIFE INSURANCE

A. The Authority shall continue to provide a One Thousand (\$1,000.00) Dollar group life insurance policy to all permanent employees after one (1) year of continuous employment.

B. This policy shall be in addition to those coverages afforded under the Public Employees' Retirement System (PERS).

C. The Authority reserves the right to change carriers, so long as not less coverage is provided.

ARTICLE XXXIII

HEALTH INSURANCE BENEFITS

A. The Authority shall continue to provide, at its cost and expense, the following insurance coverages, in accordance with existing policies:

1. Blue Cross
2. Blue Shield
3. Major Medical
4. Dental Care
5. Vision Care
6. N.J. State Disability Plan

B. The Authority reserves the right to change carriers, so long as benefits are maintained at no less than those currently provided.

ARTICLE XXXIV

PENSIONS

A. The parties to the within agreement agree that pensions, as such, are not negotiable under the Public Employment Relations Act of 1968, as amended in 1973 et. seq., however, the Authority agrees that it shall continue to comply with the requirements of the Public Employees Retirement System and the Authority will make the appropriate contributions therefor.

ARTICLE XXXV

WORKMEN'S COMPENSATION

A. The Authority shall continue to provide Workmen's Compensation Insurance as provided by law.

B. The Authority shall supplant the employee's insurance compensation payment so that the employee will receive his/her full regular pay for a period not to exceed three (3) months during the verified period of incapacitation. Any and all temporary disability benefits and compensation received pursuant to the Workmen's Compensation Act shall be turned over to the Authority. At no time shall the sum of the employee's insurance benefit and supplemental payment from the Authority exceed the employee's regular base rate of pay. It is the responsibility of the employee to notify the Authority if there is a discrepancy.

C. The employee shall be required to present evidence by a certificate of the Authority's physician that he is unable to work and the Authority may require such certificate from time to time.

D. In the event the employee contends that he is entitled to a period of injury beyond the period established by the physician appointed by the Authority, or by its Insurance Carrier then, and in that event, the burden shall be upon the employee to establish any such additional period of incapacitation by obtaining a judgment in the Division of Workmen's Compensation. The parties agree to be bound by this decision, or of the last reviewing Court, thereof.

E. In no event shall an employee receive more than his base salary for the period of incapacitation; and only for the period of time that he is receiving Workmen's Compensation benefits, or three (3) months, whichever is less.

F. At the end of the three (3) month period, an employee may apply for a Leave of Absence, pursuant to Article XVII, "Leave of Absence".

ARTICLE XXXVI

SALARIES

A. All employees who are members of the bargaining unit and who have completed their probationary period as of the date hereof shall receive an increase on their base wage of \$.55 per hour, effective January 1, 1987.

B. Effective January 1, 1987, the base hourly wages shall be in accordance with the following schedule:

<u>TITLE</u>	<u>START</u>	<u>1 YEAR</u>	<u>MAXIMUM</u>
Machinist	11.82	12.20	13.25
Mechanic, Chief; Diesel Mechanic	11.18	11.72	12.80
Lab Analyst; Secondary Operator; Maintenance Man	10.76	11.25	12.11
Diesel Room Operator	10.74	11.04	11.71
Process Operator	10.02	10.46	11.40
Incinerator Operator	9.96	10.40	11.00
Pumphouse Operator	9.96	10.40	10.90
Janitor; Maintenance Laborer	8.85	9.57	10.01

During Calendar 1987 and for the term of the contract, a new employee shall be hired at the "Starting" rate, and upon reaching his first anniversary of employment, shall receive the "one year" rate. Upon reaching his second anniversary date of employment, he shall receive the maximum rate. If he was hired during Calendar 1987, he shall receive the one year rate on his first anniversary date of employment, and the maximum rate upon reaching the second anniversary date of employment.

C. During Calendar 1987 and for the term of the contract, an employee who is promoted to a higher paying category shall receive the "one year" rate for that position, until he reaches his six-month anniversary in the position; at that time, he will be paid the maximum rate for the position. If the one year rate is lower than his own, he shall go to the maximum rate immediately. If an employee was promoted during 1987, he shall receive the maximum rate on his six-month anniversary date in the position.

D. In addition to the foregoing salaries, employees working the first and third shifts shall receive a shift differential of \$.45 per hour.

E. Effective January 1, 1988, the base hourly wages shall be increased by \$.57/hr in accordance with following schedule:

<u>TITLE</u>	<u>START</u>	<u>1 YEAR</u>	<u>MAXIMUM</u>
Machinist	12.39	12.77	13.82
Mechanic, Chief; Diesel Mechanic	11.75	12.29	13.37
Lab Analyst; Secondary Operator; Maintenance Man	11.33	11.82	12.68
Diesel Room Operator	11.31	11.61	12.28
Process Operator	10.59	11.03	11.97
Incinerator Operator	10.53	10.97	11.57
Pumphouse Operator	10.53	10.97	11.47
Janitor; Maintenance Laborer	9.42	10.14	10.58

In addition to the foregoing salaries, employees working the first and third shifts shall receive a shift differential of \$.50 per hour.

F. Effective January 1, 1989, the base hourly wages shall be increased by \$.72/hr. in accordance with the following schedule:

<u>TITLE</u>	<u>START</u>	<u>1 YEAR</u>	<u>MAXIMUM</u>
Machinist	13.11	13.49	14.54
Mechanic, Chief; Diesel Mechanic	12.47	13.01	14.09
Lab Analyst; Secondary Operator; Maintenance Man	12.05	12.54	13.40
Diesel Room Operator	12.03	12.33	13.00
Process Operator	11.31	11.75	12.69
Incinerator Operator	11.25	11.69	12.29
Pumphouse Operator	11.25	11.69	12.19
Janitor; Maintenance Laborer	10.14	10.86	11.30

In addition to the foregoing salaries, employees working the first and third shifts shall receive a shift differential of \$.55 per hour.



ARTICLE XXXVII

EMPLOYEE PERSONNEL FILE

A. If, in the opinion of the Union, it is necessary to establish facts where the Authority and the Union are in disagreement concerning an employee's grievance, the employee may view his personnel record which is relevant to the grievance which shall be made available for inspection by such employee or his accredited Union representatives upon at least forty-eight (48) hours' prior written notice to the Executive Director or his designee. This prior notice period is deemed to refer to notice given during the period Monday through Friday.

ARTICLE XXXVIII

DURATION

A. This Agreement shall be effective as of the date hereof and shall continue in full force and effect until December 31, 1989.

If either party desires to modify or terminate this Agreement, it shall notify the other in writing, by certified letter, in accordance with the Rules of the Public Employment Relations Commission. If such notification is not made, this Contract shall continue in full force and effect until the annual anniversary date of its expiration.

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Attest:  
VALLEY SEWERAGE AUTHORITY

RAHWAY

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

Secretary  
Chairman

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

Chairman, Personnel Committee

Attest:  
CHEMICAL AND ATOMIC WORKERS

OIL,

INTERNATIONAL UNION, AFL-CIO, LOCAL 8-149

By \_\_\_\_\_

Secretary  
President

By \_\_\_\_\_

Shop Steward

By \_\_\_\_\_

International Representative