

THIS AGREEMENT, made this 19<sup>th</sup> day of December, 2007

BY AND BETWEEN

**ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY**  
a public corporation in the County of Morris  
and State of New Jersey,

hereby referred to as "EMPLOYER",

AND

**LOCAL 945 TEAMSTERS, Affiliated with INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, and HELPERS OF  
AMERICA**, with offices at 585 Hamburg Turnpike, in the Township of Wayne, County of  
Passaic and State of New Jersey,

hereby referred to as "UNION",

**WITNESSETH:**

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the relations between the Employer, its employees and the Union, and to establish a basic understanding relative to wages, hours and working conditions,

NOW, THEREFORE, the parties hereto mutually agree as follows:

**ARTICLE I. RECOGNITION**

A. The Employer recognizes the Union as the exclusive collective bargaining agent representative for all hourly paid employees of the Employer, but excluding office and clerical employees, managerial executives, plant guards, salaried supervisors, professional employees, confidential employees, seasonal employees (these being identified in a separate document incorporated herein by reference) and any other supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees or effectively recommend such action. (Seasonal Employees - See Side-Bar Agreement).

B. The Employer will recognize and deal with elected or appointed officers, Shop Stewards and committees of the Union in administration of the terms of the agreement upon advice from the Union of their election or appointment.



## ARTICLE II. MAINTENANCE OF MEMBERSHIP/DUES CHECK-OFF

### Section A.

1. R.V.R.S.A. hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the Union pursuant to the provisions of N.J.S.A. 52:14-15.9e. R.V.R.S.A., after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the 2nd pay check paid to each employee during the month and such deduction made the 1st month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.
2. In making the deductions and transmittals as above specified, R.V.R.S.A. shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.

### Section B.

1. If an employee does not become a member of the Union during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the Union for that year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.
2. Prior to the beginning of each membership year, the Union will notify R.V.R.S.A. in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union for its own members. The Representation Fee to be paid by non-members will be equal of 85% of that amount.

In order to adequately offset the per capita cost of services rendered by the Union as majority Representative, the Representation Fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the Representation Fee has been set at 85% of that amount.

- 3(a) Once during each year covered in whole or in part by this Agreement, the Union will submit to R.V.R.S.A. a list of those employees who have not become members of the Union or the current year. R.V.R.S.A. will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the Representation Fee and promptly will transmit the amount so deducted to the Union.

(b) R.V.R.S.A. will deduct the Representation Fee in equal installments, as nearly as possible from the pay checks paid to each employee on the aforesaid list during the remainder of the year in question. The deductions will begin with the first pay check paid thirty-one (31) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of R.V.R.S.A. in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first pay check paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

© If an employee who is required to pay a Representation fee terminates his or her employment with R.V.R.S.A. before the Union has received the full amount of the Representation Fee to which it is entitled under this Article, R.V.R.S.A. will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.

(d) Except as otherwise provided in this Article, the mechanics for the deduction of Representative Fees and the transmission of such fees to the Union, will as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

(e) The Union will notify R.V.R.S.A., in writing, of any changes in the list provided for in paragraph 1 above and/or the amount of the Representation Fee, and such changes will be reflected in any deductions made more than 15 days after R.V.R.S.A. received said notice.

(f) On or about the last day of each month, beginning with the month this Agreement becomes effective, R.V.R.S.A. will submit to the Union a list of all employees in this bargaining unit who began their employment during the previous 30 day period. The list will include names, job titles and dates of employment for all such employees. R.V.R.S.A. further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated wages and reason therefor.

(g) The Union shall establish and maintain at all times a demand and return system as provided in N.J.S.A. 34:13-A-5.5 © and 5.6, and membership in the Union shall be available to all employees in the bargaining unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, R.V.R.S.A. shall immediately cease making said deductions.

### Section 5.

The Union, in exchange for implementation of said Agency Job, hereby agrees to hold the Authority harmless against any and all claims or suits or any other liability

occurring as the result of the implementation of this Agency Shop provision.

Section D:

Employees may withdraw their authority to deduct Union dues from their paycheck in the manner prescribed in N.J.S.A. 52:14-15.9e.

**ARTICLE III. MANAGEMENT RIGHTS**

A. The management of the plant and direction of the working force are exclusive functions of management. These functions shall include the right to hire, transfer, promote, demote and rehire employees; to suspend, discharge or otherwise discipline employees for proper cause; to lay-off or recall employees as required by decreases or increases in the level of plant operations; to establish and enforce fair and equitable rules affecting employee's conduct and safety; to make or change work assignments and to schedule work; to control and regulate the use of all equipment and property of the Employer; to study and introduce new or improved methods, facilities or procedures; and to impartially judge the skills, abilities and other qualifications of all employees.

B. It is understood that all of the foregoing rights are subject to the terms and conditions of this Agreement, and to the extent inconsistent therewith, are null and void.

**ARTICLE IV. STRIKES AND STOPPAGES**

Since the Agreement provides for the orderly and amicable settlement of any grievance, dispute or disagreement (1) arising out of the meaning or application of the terms of this Agreement, or (2) concerning wages or hours or working conditions, there shall be no resort to strikes which include stoppages or slowdowns of work, for any reason by any employees or any lockout by the Employer of any employees. In view of the foregoing, the Union agrees that it will not authorize any strike during the life of this Agreement.

**ARTICLE V. GRIEVANCE PROCEDURE**

A. For the purpose of this Agreement, a grievance shall include any difference between the parties hereto concerning the interpretation of any provisions contained in this Agreement. The Union may, at any point, up to seven (7) days after the incident giving rise to the grievance, submit the grievance verbally at Step "A" and a written grievance at Steps "B" and "C" of the grievance procedure.

B. All grievances and disputes with respect to the interpretation of this Agreement shall be discharged and their satisfactory settlement will be attempted, in accordance with the following procedure:

C. The Union Shop Steward may present a verbal grievance to the employee's Supervisor. The Supervisor shall discuss the matter as presented and deal with it promptly to the extent of his authority. He shall render his decision within two (2) working days, unless it is mutually agreed that a longer time is required.

D. If the answer of the Supervisor does not satisfactorily adjust the grievance, it shall be reduced to writing and submitted to the Administrator within five (5) working days from the time the Supervisor's answer is given. The Administrator shall then discuss the matter with the Shop Steward and the aggrieved employee or employees, and such representative as the Union may provide, and shall render his decision within five (5) working days, unless it is mutually agreed that a longer time is required.

E. If the grievance has not been resolved to the satisfaction of the Local 945 Teamsters, it may request arbitration within ten (10) working days of the receipt of a decision from the Administrator, unless it is mutually agreed that a longer time is required. Failure on the part of the Union to file its demand for arbitration within ten (10) working days shall constitute acceptance of the Administrator's decision.

F. The Employer agrees to pay Shop Stewards, local union officers and aggrieved employees for such time as they may lose from their regular shift in order to attend scheduled meetings on grievances with the Employer Representatives, provided they are scheduled to work at such time and provided further that any time spent at such meetings shall not affect any right to overtime that they might have.

G. In the event that the grievance has not been resolved and one of the parties has sought a demand for arbitration,

1. The parties shall submit the matter to binding arbitration before the Public Employment Relations Commission in accordance with the rules thereof.

2. An arbitrator shall be selected under the rules of the Public Employment Relations Commission. The parties agree that any decision and award shall be binding upon all parties thereto.

3. It is agreed that the Arbitrator shall not have the power to add to, delete from, or modify any of the terms or provisions of this Agreement.

4. The expenses of the arbitrator shall be borne equally by the Employer and the Union.

H. The representative of the Union shall have access to the Plant for the purposes of investigating specific grievances. He shall make any appointment with the Administrator or his designee in advance of such visits. The Representative shall, on arrival at the Plant, clear through the regular channels for receiving visitors.

#### **ARTICLE VI. DISCHARGE AND SUSPENSION**

The Employer retains the right to discharge or suspend any employee for just cause. Should any employee be suspended or discharged by the Employer, the said employee shall be permitted to contact his Union Representative before leaving the Plant. Any suspension may constitute a case under the method of adjusting grievances herein provided, including arbitration. When any employee has been discharged or suspended, the Employer shall advise the Union, in writing, of the action which has been taken. Failure on the part of the Union to file a grievance on the discharge within seven (7) days from the date of notice shall constitute acceptance of the discharge or suspension.

#### **ARTICLE VII. VACATIONS**

A. The following vacation schedule shall prevail:

1. During the first full year of employment until the January 1st following the one (1) year anniversary date - one (1) day for each two (2) months of service.

2. After the aforesaid January 1st one (1) year date to the completion of the sixth (6th) year of service - two (2) weeks.

3. After completion of six (6) years of service to the completion of the sixteenth (16th) year of service - three (3) weeks.

4. After completion of sixteen (16) years of service - four (4) weeks plus one (1) day for every 2 additional years of service, for a total of five (5) weeks after 26 years of service.

B. By mutual consent, a vacation may be postponed and taken at some subsequent period.

C. 1. The Employer will give preference to senior employees when scheduling vacation periods.

2. Employees will be notified of their vacation schedule as promptly as practicable, but in no event later than March 31 of each year, provided that FVRSAs has received the employees' request in the time period set forth herein.

3. Such schedule will take into consideration the request of each employee

and in cases of conflict, seniority with RVRSA shall be given preference.

4. In cases where an employee desires to take his/her vacation between the period of January 1 and April 30th, the employee must request the date prior to November 15 of the previous year.

D. Each employee shall be entitled to a vacation, but by mutual consent an employee may agree to stay on the job during his vacation period. Such employees will be paid for vacation pay in addition to their regular rate of pay. In no event will an employee who has received permission to work during his vacation period receive premium or overtime pay for the work performed, except in cases where the employee works in excess of 40 hours during that pay period.

E. Employees entitled to vacations who are absent at the time assigned for vacation period because of sickness or injury shall receive their vacation pay upon application to the Administrator.

F. Any employee leaving for military service shall receive his full vacation pay, as though he had completed the current calendar year of employment.

G. After the death of any employee entitled to receive vacation pay, payment thereof shall be made in the same manner as any wages due at the time of death.

H. Any employee who returns to work after services in the armed forces, or is out of work because of disability on Worker's Compensation, shall be entitled to have all such periods counted as full periods of employment for the calculation of vacation pay.

I. Any employee upon request shall be permitted to carry over not more than one week of vacation to the following year. However, such employee must submit his request prior to November 15 of current year.

J. Each employee shall notify management of his/her vacation request during the period of January 2 and March 31 each year on a form provided by management. Such form shall afford the employee his/her choice of a 1st, 2nd and 3rd choice for a vacation period. In the event an employee does not submit a request within the specified time, management may assign the dates(s) for the employees vacation without regard to the employees preference.

K. Unless specifically approved by management the employee shall take his/her vacation for a period or periods of time of not less than 5 days each.

L. Employees may exchange vacation schedules amongst themselves provided such exchange does not impact upon the operations of the plant or creates an overtime

situation. Management reserves the right to reject any exchange which in its judgment impacts upon the operations of the plant. Management will not act in an arbitrary or capricious manner in exercising this right.

### ARTICLE VIII. HOLIDAYS

A. The following eleven (11) days shall be paid Holidays:

NEW YEAR'S DAY, PRESIDENT'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY, ELECTION DAY, THANKSGIVING DAY, CHRISTMAS DAY, MARTIN LUTHER KING, JR. DAY;

B. In addition each employee shall be entitled to receive a "floating holiday" to be taken at the employee's option; administration must be notified at least 5 days in advance and which day must be approved by administration; but subject to staffing requirements of the facility.

C. In addition there shall be two (2) personal days.

D. Except in cases of emergency, which must be verified, it is understood and agreed the request for the use of a personal day must be made at least two (2) weeks in advance or no later than the time that the schedule is posted.

E. Any employee who works on a holiday will be paid for all hours worked on the holiday at time and one-half, plus eight (8) hours straight time pay. (As set forth in Section E. below)

F. Shifts for which holiday pay shall be paid are the shifts beginning on the holiday.

G. Eligible employees shall receive compensation for the above holidays, if not worked, for eight (8) hours at their regular rate of pay.

H. In order to be eligible for pay for a holiday not worked, an employee must work his regularly scheduled hours on both the workday before and the workday after such holiday, unless evidence of the following is presented:

1. Doctor's certificate to show that the employee was not able to work by reason of illness;

2. Evidence of birth, death, or marriage in the employee's family;

3. Absence excused by Supervisor prior to the holiday.



I. Except in cases of emergency, employees who are not normally scheduled to work on a day herein described as a holiday will be notified one (1) week prior to the holiday in the event that it is necessary for them to work on that day.

J. The Employer shall provide eight (8) hours of work for all employees who are scheduled to work on any of the above named holidays.

K. If any employee does not work the full shift on a holiday through his own choice, then he shall be paid only for the actual time worked on the holiday.

L. Any employee called-in to do emergency work on any of the aforementioned holidays shall be paid eight (8) hours at the time-and-one-half hourly rate.

### **ARTICLE IX. HOURS AND OVERTIME**

A. RVRSA agrees to a policy of a basic eight (8) hour day and a basic forty (40) hour week. Efforts will be made by the Employer to schedule five (5) consecutive days of work during the workweek for each employee. All time worked in excess of eight (8) hours in one day or forty (40) hours of scheduled time in any one (1) week shall be paid at the rate of time and one-half.

B. Pay period is to be Monday through Sunday. No premium pay will be paid for Saturday/Sunday work unless employee has worked the rest of his scheduled workweek. However, for the purposes of this paragraph only, an employee who is out sick at any time during the workweek and is scheduled to work on a Saturday or Sunday shall receive a 20% premium over his straight time pay.

C. Any employee called in to work outside his regular shift resulting in his unavailability to report for work on his regular shift on the following day, will be credited with a day of work for the purposes of figuring overtime for the week.

D. Employees who are called into work outside their regular shift shall be paid for such work outside their regular shift at the rate of time-and-one-half (double time if on seventh (7th) day worked in any workweek) with a minimum of four (4) hours pay. This is known as call in time and the employee will receive time and one-half regardless of whether he has reached forty hours or not. In no event will these hours be counted again as hours worked in order to qualify for the overtime rate for hours worked in excess of 40 hours per week.

E. Employees called in to work before regular starting time will be permitted to work their regular full shift.

F. An employee will be paid at the overtime rate for all hours worked in excess of 8 hours in one day or forty hours in any work week in accordance with applicable law.

1. In no event shall an employee be entitled to be paid premium or overtime pay more than once for any premium or overtime work. In other words if an employee is called in to work for a period of time other than his regularly scheduled hours he shall be paid for that overtime work (time and one-half or double time as the case may be) only once irrespective of the total number of hours he works that week.

G. Double time shall be paid for the seventh day of actual work in the employees' scheduled workweek. However, in the event an employee covers on a week-end and it is a seventh day he shall receive only time and one-half.

For the purposes of this section, the following paid leave days shall be considered as days worked: vacations, holidays, bereavement leave, personal day and jury duty.

H. In the sole judgment of the Employer, it becomes necessary to fill in for an absent employee on an overtime basis, the order of priority for such assignment shall be: First, offered to the employee with the most seniority on the off-going shift. If he cannot fill in, the person next senior on the off-going shift shall fill in and this process shall follow down the line. In the event the least senior employee refuses to work, or in the alternative, if the least senior employee cannot find a replacement such employee is subject to disciplinary action. In that event RVRSA shall call in any available employee. It is understood that no employee shall be required to work three (3) consecutive shifts.

I. There shall be no pyramiding of overtime or premium pay, e.g., no premium will be paid if overtime is already being paid.

#### **ARTICLE X. LEAVES OF ABSENCE**

A. Leaves of absence shall not be unreasonably refused by the Employer to any employee who has been continuously employed by the Employer for more than one (1) year. Such leaves of absence shall not exceed thirty (30) days, but may be renewed for good reason.

B. No leaves of absence shall be granted to any employee for the purpose of working in the employ of any other Employer.

#### **ARTICLE XI. DEATH IN THE IMMEDIATE FAMILY**

An employee shall be granted a leave of absence for time reasonably needed in connection with the death and the funeral of a member of his or her immediate family with pay under the following conditions.

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A. A member of the employee's immediate family is defined as father, mother, father-in-law, mother-in-law, husband, wife, brother, sister, son or daughter, grandparents, son-in-law, daughter-in-law and step children. It is understood that at the execution of this contract each employee will advise RVRSA of the names and relationships of all those who qualify as above set forth. Thereafter, if there are any changes, if the employee is to seek the benefit of this article, the employee must register the name and relationship of those who qualify. If the employee has not registered the name of the deceased, he shall not be eligible for the benefit of this article.

B. If an employee is scheduled to work at any time during a three (3) day period between the date of death and the day of the funeral, such employee shall be excused from duty with full pay for such day or days, not to exceed three. In the event, because of religious beliefs, there is observance beyond the three aforementioned days, in that event the employee may use personal days, or apply for leave of absence without pay for a period not to exceed 7 calendar days. Such a request will not be unreasonably withheld.

C. Payments for such leave, not to exceed three (3) workdays on which the employee is scheduled to work, shall be counted and included in computing overtime pay.

**ARTICLE XII. WAGES**

The following wage rates (hourly) shall be in effect for the duration of this Agreement:

	Effec. <u>1/1/08</u>	Effec. <u>1/1/09</u>	Effec. <u>1/1/10</u>	Effec. <u>1/1/11</u>	Effec. <u>1/1/12</u>
* LEADMAN	23.87	24.82	25.81	26.84	27.92
REPAIRMAN	22.93	23.85	24.80	25.80	26.83
OPERATOR	22.67	23.58	24.52	25.50	26.52
PROC. OPER.	22.93	23.85	24.80	25.80	26.83
LABORER I	21.48	22.34	23.23	24.16	25.12
**LABORER II	17.99	18.71	19.46	20.24	21.05
TR/TR DRIVER	23.97	24.93	25.92	26.96	28.04

\* From time to time this position may be a temporary position solely determined by management. Anyone holding this title at the time of the execution of this Agreement is not affected by this language.

\*\* This position is a starting position with a view toward promotion to a higher position.

### ARTICLE XIII. MISCELLANEOUS

A. SUPERVISORY EMPLOYEES: Supervisory employees will not perform jobs within any of the functions of employees in the bargaining unit, with the following exceptions:

1. In case of emergency to save or protect equipment or to prevent wasting materials.
2. For the purpose of temporarily relieving an employee where no bargaining unit employee is available.
3. For the purpose of training or instruction.
4. In the absence of regular employees when no other qualified employees are available.
5. For research and development work which does not displace a bargaining unit employee.

B. LUNCH PERIODS: Employees shall be given a thirty (30) minute lunch period without pay. In the event where an employee is scheduled to be on the premises of the Employer for 8-1/2 hours and because of safety concerns, or otherwise the employee is not permitted to leave the grounds, then in that event, such employee will receive 1/2 hour pay at the applicable rate.

C. BREAK PERIODS: Employees will be assigned one (1) ten (10) minute break period in the first half of their shift and one (1) ten (10) minute break in the second half of their shift.

D. OVERTIME NOTICE: The Employer agrees to give twenty-four (24) hours notice for scheduled overtime work to be performed on Saturdays, Sundays and holidays to all workers where such days are not usual days of work. The provisions of this section do not apply to emergency overtime work.

E. FURLOUGH LEAVE: Employees will be notified of an impending furlough two (2) working days before the furlough becomes effective.

F. JURY DUTY: Employees who are called to jury duty will be excused for the shift that he/she is scheduled to work as follows:

- |            |                        |
|------------|------------------------|
| 1st Shift: | Day of jury duty       |
| 2nd Shift: | Day of jury duty       |
| 3rd Shift: | Day prior to jury duty |

Any such employee will be reimbursed at his applicable base hourly rate for the time lost (not in excess of eight (8) hours in any day, less the jury fee received by him with respect to such lost days as evidenced by a certificate of the Clerk of the Court.) The hours for which such payment is made shall be considered as hours worked for the purpose determining overtime or premium pay.

G. SICK LEAVE:

1. Employees will receive one (1) sick day for each two (2) months of service, beginning after the six (6) month probationary period is completed. Should an Employee remain employed after the probationary period, he shall receive sick leave at the said rate for the six (6) months. This will continue until the December 31st following the employee's one (1) year anniversary date. Thereafter, employees shall receive ten (10) sick days per year.

2. Unused sick leave shall be paid for by the Employer at the employee's regular rate of pay in December of each calendar year.

3. Employees may be required to submit a Doctor's certificate on the third (3<sup>rd</sup>) day of illness.

4. Notice of sick leave usage must be provided prior to the beginning of the shift by 6:00 a.m. for the day shift; by 1:00 p.m. for the afternoon shift; and by 9:00 p.m. for the evening shift.

5. The pay for each day of sick leave shall be calculated at eight (8) times the hourly wage rate in effect for said employee at the time the sick day is taken.

H. JOB BIDDING:

1. When in the sole judgment of the Employer, a need exists to fill a vacancy, the vacancy shall be posted on the bulletin board for a period of three (3) days and shall contain the title of the job, the hourly rate of pay, and the hours of work.

2. Provisions for employees who are on leave of absence or sick leave to participate in bidding on such jobs shall be made by the Employer. Unless an obvious deficiency exists, the employee with the longest service with the Employer who signifies his interest will be given the opportunity to qualify for the job on a six (6) month basis.

3. If he qualifies in the opinion of the Employer for the job for which he has bid, he shall be assigned to that job and he shall be paid at the rate of that job for all hours worked from the date on which he began his trial period.

4. If at any time during the six (6) month trial period the supervisor concludes

that the employee is not qualified, he shall thereupon be regarded as having failed to qualify and shall revert to his former job.

I. DRESS REGULATIONS: The Employer must insist that uniforms be worn at all times when working for the Employer. The Employer will provide one (1) winter jacket as part of the uniform and in addition, will provide up to one hundred fifteen (\$115.00) in calendar year 2008, one hundred twenty-five dollars (\$125.00) in calendar year 2009, one hundred thirty-five dollars (\$135.00) in calendar year 2010; one hundred forty-five dollars (\$145.00) in calendar year 2011 and one hundred fifty-five dollars (\$155.00) in calendar year 2012 to reimburse each employee to purchase steel-tipped work shoes, which must be worn on duty. These safety shoes, in order to qualify for reimbursement, must meet ANSI and PEOSHA requirements and the employee must show proof that the standards are being met before reimbursement is made for safety shoes.

J. TEMPORARY WORK ASSIGNMENTS:

1. An employee temporarily assigned to a higher rated job for a period of one (1) full shift or more shall receive the higher rate of pay for the entire period that he performs the higher-rate job.

2. An employee temporarily assigned to a lower-rated job shall receive the higher rate of his regular job as long as he is temporarily assigned to the lower-rate job. This is not to be confused with rates paid to employees transferred to a lower-rated job.

K. SHIFT DIFFERENTIAL:

1. Shift differential for the second shift (afternoon shift) is established at \$.20 per hour.

2. Shift differential for third shift (midnight shift) is established at \$.50 per hour.

3. Shift differential shall only be paid to those employees assigned to either the second or third shifts. No differential shall be paid to those employees working overtime on either the second or third shifts.

L. POSSESSION OF N.J. WASTE TREATMENT LICENSE:

Upon successful completion of all requirements, the possessor of a New Jersey Treatment License shall receive an additional seventy cents (\$.70) per hour for each license level that the employee possesses. Payment of this stipend shall be made within thirty (30) days of evidence submitted that a C License has been obtained by the employee.

M. POSSESSION OF N.J. COLLECTION LICENSE

Upon successful completion of all requirements, the possessor of a New Jersey Collection License shall receive an additional seventy five cent (.75) per hour for each level of "C" License. Payment of this stipend shall be made within thirty (30) days of evidence submitted that a "C" License has been obtained by the employee.

N. POSSESSION OF N.J. "CDL "

Upon successful completion of all requirements, the possessor of a New Jersey "CDL" shall receive an additional seventy five cent (.75) per hour for an "A" License and twenty five cent (.25) per hour for a "B" License. Payment of this stipend shall be made within thirty (30) days of evidence submitted that such a license(s) has/have been obtained by the employee.

**ARTICLE XIV. INSURANCE AND TEMPORARY DISABILITY BENEFITS**

A. The parties agree to continue to comply with the provisions of State Law insofar as contributions to non-contributory life insurance for each employee is concerned. Each employee may elect, under the rules of the Public Employees Retirement System, to be covered for additional life insurance in an amount equal to one and one-half times his annual salary by electing to pay the premium for such coverage. This is known as contributory life insurance. The Employer agrees to continue to bear the cost of the presently existing hospital, surgical and dental coverage including costs of employees who retire under the rules of the N.J. Public Employee's Retirement System.

1. It is agreed and understood by and between the parties that RVRSA has reserved to itself, as provided by the laws of the State of New Jersey, the right to change carriers of hospital, surgical and/or dental coverage so long as the benefits enjoyed by the employees of RVRSA remain substantially the same.

a) Further there may be a reduction in the number of available carriers.

B. The Employer will provide Temporary Disability Benefits in the same weekly amount and based on all of the same provisions and eligibility requirements as the New Jersey State Temporary Disability Law. If and when the employees of the Employer become eligible to be covered by the New Jersey State Disability Law, then temporary disability benefits will be provided through the New Jersey State Program. (See Side-Bar Agreement)

C. The Employer will continue to reimburse employees for one (1) blood test per year in the event the health carrier does not cover such test.

## ARTICLE XV. PENSIONS

The Employer agrees to maintain existing pension plan coverage with respect to each eligible employee.

## ARTICLE XVI. CHANGES AND AMENDMENTS

It is understood and agreed that any changes or amendments which would add to, alter or modify the terms of this Agreement will be reduced to writing and signed by both parties, providing agreement has been reached.

## ARTICLE XVII. APPLICABLE LAWS

In the event that any provision of this Agreement is invalid or hereafter becomes invalid by reason of any Federal or State law, it is agreed that the parties will comply with any and all obligations imposed on them by such law. It is further agreed that any provision of this Agreement which is invalid or may hereafter become invalid by reason of any Federal or State law shall not affect the validity of all the other provisions of this Agreement, and all such other provisions shall continue to remain in full force and effect and binding upon the parties until the termination hereof.

## ARTICLE XVIII. PROBATIONARY PERIOD

A. All newly employed employees shall serve a probationary period of six (6) months. During that time, the employee may be terminated for any reason by the Employer, and the Union will not file any grievance or other action on the employee's behalf.

B. Probationary period for the collection of Union dues shall be 30 days of employment. Benefit enrollment, however, will be in accordance with the Employer's insurance programs.

## ARTICLE XIX. TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2008 and shall continue in full force and effect until 12:00 p.m. Midnight, December 31, 2012 and thereafter for successive one (1) year periods unless one of the parties hereto, on or before the sixtieth (60) day proceeding any anniversary date, shall notify the other party hereto in writing of its desire to modify or terminate same.

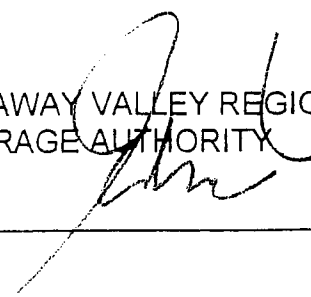
IN WITNESS WHEREOF, said Employer has caused these presents to be signed by its Chairman, and attested by its Secretary, and has caused its official seal to be affixed hereto, and said Union has caused its corporate seal to be affixed and attested by its Secretary, and these presents to be signed by its President the day and year first above written.

END OF DOCUMENT



SIGNATURE PAGE

ROCKAWAY VALLEY REGIONAL  
SEWERAGE AUTHORITY

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

Dated: December 19 2007  
Dated: \_\_\_\_\_  
Dated: \_\_\_\_\_

LOCAL 945 TEAMSTERS

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

Dated: 1/7/08  
Dated: 1/10/08  
Dated: \_\_\_\_\_

**SIDE LETTER AGREEMENT**  
**SEASONAL EMPLOYEES**

R.V.R.S.A. and the Union agree that R.V.R.S.A. retains the right to engage up to 4 seasonal employees to be assigned duties not in conflict with regularly employed personnel.

Seasonal employees, if engaged by R.V.R.S.A., shall work no more than 90 consecutive days between May 1 and September 1 of any given calendar year.

They shall be assigned duties that do not require any special skills or licenses which would in the ordinary course be assigned to regularly employed personnel.

They will be called upon to perform a variety of manual and unskilled laboring work throughout the R.V.R.S.A. facilities including, but not limited to, assisting in the upkeep of plant and grounds, assisting as R.V.R.S.A. rounds person or meter reader and other assigned duties.

It is not the intent of R.V.R.S.A. to displace any regularly employed person or in anyway intrude upon probable overtime assigned to any regularly employed person.

Rates of pay for these seasonal employees shall be determined solely by R.V.R.S.A.

ROCKAWAY VALLEY REGIONAL  
SEWERAGE AUTHORITY

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

Dated: Dec 19 2007

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

LOCAL 945 TEAMSTERS

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

Dated: 1/8/08

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**SIDE LETTER AGREEMENT**  
**SENIORITY**

R.V.R.S.A. will establish and maintain a seniority list of employees. This list will reveal the names and dates of employment, from the date of last hire. The person with the longest period of continuous and uninterrupted service with R.V.R.S.A. will be placed at the top of the list. The person having lesser periods of continuous and uninterrupted service will follow in order of their period of continuous and uninterrupted service.

For the purposes of vacation the most senior employees shall have preference in choosing his vacation period. In all other cases where seniority might be considered by R.V.R.S.A., then in that event and all other things being equal in the view of R.V.R.S.A. seniority shall be considered as a significant criterion in R.V.R.S.A.'s determination.

An employee's seniority shall cease under the following conditions:

1. Resignation or termination of employment.
2. Upon a recall, failure to report to work no later than the regular shift following notice by R.V.R.S.A. that the employee is to report to work. In this instance, there shall be no less than a 72 hour notice. Notice to be given by certified mail and regular mail.
3. Lay-off of more than twelve (12) consecutive months.

ROCKAWAY VALLEY REGIONAL  
SEWERAGE AUTHORITY

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

Dated: December 19 2001

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

LOCAL 945 TEAMSTERS

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

Dated: 11/8/08

Dated: \_\_\_\_\_

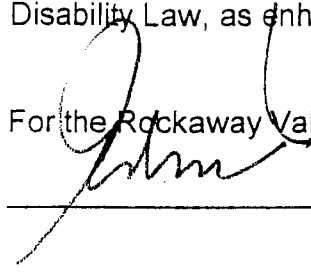
Dated: \_\_\_\_\_

**SIDE LETTER AGREEMENT**  
**ENHANCED TEMPORARY BENEFITS**

To compliment what is provided the employees in the present contract between R.V.R.S.A. and the Union, R.V.R.S.A. will provide Temporary Disability Benefits in an amount equal to 67% of his gross weekly wages up to a maximum of \$500.00 per week. There shall be a 7 consecutive day qualifying period before this benefit becomes available to an employee.


The formula above recited is meant to reflect the eligibility requirements of the New Jersey Disability Law, as enhanced by private carriers.

For the Rockaway Valley Regional Sewerage Authority:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: December 19 2007  
Dated: \_\_\_\_\_  
Dated: \_\_\_\_\_

For Teamsters Local 945:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: 1/8/08  
Dated: 1/10/08  
Dated: \_\_\_\_\_

**SIDE LETTER MEMORANDUM DEALING WITH SCHEDULING,  
THE IMPLEMENTATION OF, CONTINUATION OF, OR DISCONTINUATION IS  
SOLELY A MANAGERIAL PREROGATIVE**

It is agreed and understood by and between the parties that the operations maintained by RVRSA are ongoing 365 days per year and 24 hours per day. It is further understood that it is managements prerogative to staff the plant as management deems fit and proper.

With that in mind and as a result of Local 945's proposal that employees covered by this agreement be scheduled to work Monday through Friday and with the further understanding that it is necessary for coverage on Saturdays and Sundays, RVRSA agrees that when regular employees staff the site on Saturdays and Sundays, they will be overtime days and RVRSA will implement the following and will continue to do so as long as the mission of RVRSA is being met.

The specifics of this program are as follows:

1. The pay period shall be Monday through Sunday.
2. Employees will be scheduled to work Monday through Friday.
3. Staffing for Saturdays and Sundays will be determined by RVRSA.
4. Staffing will be drawn on a rotating basis from all employees to work on Saturdays and/or Sundays. Local 945 agrees to maintain this list and submit it to management on a continuing basis. This list will be submitted to management prior to effective dates of availability and must be approved by management to insure that the intent of this concept is abided by.
5. A schedule for the Saturday and/or Sunday work will be posted four weeks in advance, or as current scheduling is in force.
6. If the Saturday or Sunday worked is the 6th day of work in a work week for the employee, then in that event he shall be paid at the time and one-half rate.
7. If the Sunday worked is the 7th day of work in a work week for the employee, then in that event he shall be paid at double time.
8. In the event an employee is scheduled to work on one of these Saturdays and/or Sundays and does not report to work, or does not get another employee to substitute for him, he may be subject to discipline. In cases of substitution, there shall be no double time paid.
9. In no event will an employee be entitled to any premium or overtime pay in excess of time and one-half for the sixth day of work or double time for the seventh day of work.
10. In all cases where the plant is staffed with one man, he shall not leave the premises for lunch. He shall be paid at the rate of time and one-half for his lunch period (30 minutes) and shall punch out at the time he takes lunch and punch in when he has completed his lunch.

11. In the event an employee, as a consequence of covering for another employee, must work a shift immediately following his regular shift, he shall be given the opportunity to only work one-half of that next shift provided he finds coverage for the remainder of that shift. In the event he cannot find a substitute he shall be obligated do work the full shift.
12. In the event that management determines to discontinue the Monday through Friday scheduling then in that event premium pay for Saturday or Sunday work which is not the 6th or 7th day of work in a work week, shall be an additional 20% above the straight time rate.

ROCKAWAY VALLEY REGIONAL  
SEWERAGE AUTHORITY

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

Dated: \_\_\_\_\_

*December 19 2007*

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

LOCAL 945 TEAMSTERS

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

Dated: \_\_\_\_\_

*1/8/08*

Dated: \_\_\_\_\_

*1/10/08*

Dated: \_\_\_\_\_

END OF DOCUMENT (SIDE LETTER AGREEMENTS)

NOV 23 08 15 5:32

REC-11