

AGREEMENT

Between

THE LINDEN ROSELLE SEWERAGE AUTHORITY

CITY OF LINDEN, NEW JERSEY

and

LOCAL UNION NO. 209

a/w DISTILLERY, WINE AND ALLIED

WORKERS INTERNATIONAL UNION

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X JANUARY 1, 1984 through DECEMBER 31, 1985

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## AGREEMENT

This Agreement entered into on the 23<sup>rd</sup> day of MAY, 1984 by and between the Linden Roselle Sewerage Authority situated in the City of Linden, County of Union, State of New Jersey, hereinafter referred to as the "Authority" and Local Union No. 209 affiliated with the Distillery, Wine and Allied Workers International Union, hereinafter referred to as the "Union", contains the entire agreement between the parties hereto as a result of collective bargaining shall be in effect for the period stated herein, and no verbal statements of any kind whatsoever shall supersede any of its provisions.

### ARTICLE I

#### 1. Recognition:

The Authority hereby recognizes the Union as the exclusive bargaining agent for all employees covered by this Agreement in all matters pertaining to rates of pay, wages, hours of work and conditions of employment.

#### 2. Responsibility of Parties:

The Authority and the Union on behalf of its members accept responsibility to follow the procedures set forth in this Agreement for the settlement of issues and disputes. The Union will not permit its members, and it does hereby agree for its members, not to engage in any strike or participate in any stoppage or cessation of work in any form, nor sanction any members leaving pending settlement of issues and disputes. The Authority and the Union will not, during the term of this Agreement, change any provision set forth herein, nor will the Authority in any manner cause, order, approve, participate in, or condone any lockout.

### ARTICLE II

#### Terms of Agreement

1. The term of this Agreement shall begin January 1, 1984 and end on December 31, 1985
2. In the absence of written notice given at least sixty (60) days prior to the expiration date by either party unto the other of its intention to terminate, this Agreement shall automatically be renewed for a period of one year, and from year to year thereafter until such time as the aforementioned sixty (60) days written notice is given to the annual expiration date.

### ARTICLE III

#### Hours of Work

1. The scheduled work week of day employees shall begin at 7:31 A.M. Monday and end 7:30 A.M. the following Monday. A work week shall

consist of five (5) work days of eight (8) hours each that begins Monday at 7:31 A.M. and ends Friday at 4:00 P.M. Each work day shall begin at 7:31 A.M. and end at 4:00 P.M. with a daily unpaid lunch period between 12:00 Noon and 12:30 P.M.

2.-a. The work week of a shift employee will begin at 7:01 A.M. on the first day of his scheduled work week and, except during regular rotation of shift schedules, will end seven (7) days later at 7:00 A.M.

b. A work week will consist of five (5), or up to a maximum of ten (10) during regular rotation of shift schedules, consecutive work days of three (3) eight (8) hour shifts each, known and designated as: Day or 1st shift - 7:00 A.M. to 3:00 P.M., Afternoon or 2nd shift - 3:00 P.M. to 11:00 P.M., and Night or 3rd shift - 11:00 P.M. to 7:00 A.M.

c. With the exception of overtime, no employee will be scheduled to work more than one of the designated shifts in any one (1) work week.

3. A one half (1/2) hour paid lunch period shall be allowed a shift employee during each eight (8) hour scheduled work period. Such lunch period may be taken at the convenience of the employee, except in the event of an emergency or when his services are necessary to the continuity of operation of the plant.

4. All shift employees shall remain on duty until properly relieved or excused by their immediate supervisor.

5. All assigned shift employees shall rotate their shift schedule every four (4) weeks.

6. All shift jobs shall be worked by designated shift personnel except in an emergency as may be determined by the Authority.

#### ARTICLE IV

##### Section 1. - OVERTIME

1. Overtime at the rate of one and one half (1½) times an employees regular hourly rate of pay shall be paid for all work:

- a. Performed in excess of eight (8) hours of any regular scheduled work period.
- b. Performed prior to a scheduled eight (8) hour work period.
- c. Performed on the sixth (6th) day of a scheduled work week, except during the regular rotation of shift schedules.
- d. Performed on a designated holiday in addition to a regular eight (8) hours pay.

2. Overtime at the rate of two (2) times an employees regular hourly rate of pay shall be paid for all work:

- a. Performed on the seventh (7th) day of a scheduled work week.
- b. Performed after sixteen (16) consecutive hours of work.
- c. Performed in excess of eight (8) hours work that was paid at one and one half (1½) the regular base hourly rate of pay.

d. Performed on a shift employee's scheduled third (3rd) or fourth (4th) consecutive day of rest during regular rotation of shift schedules.

e. When called into work on a paid holiday.

3. Shift differentials paid to shift employees when performing work on the second (2nd) and third (3rd) shift shall be included in an employees hourly rate of pay when applying overtime rate of pay.

4. Employees are obligated to work overtime when required to do so by the Authority. Every effort will be made by the Authority to give employees a minimum of two (2) weeks advance notice to scheduled overtime work.

5. The opportunity to work overtime shall be rotated among employees to achieve equalization of premium pay earnings within each class of work, provided an employee is qualified to perform the overtime assignment. Accumulative overtime worked or refused will be updated and posted every two (2) weeks.

6. An employee called into work during off hours shall receive a minimum of two (2) hours pay at the applicable premium rate of pay.

7. Shift employees reporting late after receiving less than one (1) hour advance notice to work overtime shift will be paid from start of shift if late period is within reason.

8. Employees held over their regularly scheduled work shift will be paid fifteen (15) minutes at the applicable premium rate of pay for work performed between the first five (5) through fifteen (15) minute period of the hour, and the applicable premium rate of pay for all work performed thereafter to the next fifteen (15) minute period; i.e. work sixteen (16) through thirty (30) minutes overtime, receive one-half (1/2) hour premium pay; work thirty-one (31) through forty-five (45) minutes overtime, receive three quarters (3/4) hour premium pay; work forty-six (46) through one (1) hour overtime, receive one (1) hour premium pay.

#### Section 2. - MEAL ALLOWANCE

1. Each employee working two (2) hours beyond a scheduled eight (8) hour work period shall receive four dollars (\$4.00) in lieu of an overtime lunch. An additional four dollars (\$4.00) in lieu of overtime lunch shall be paid the employee after each additional four (4) hours of work performed thereafter.

2. Any employee called into start work one (1) hour or more in advance of his scheduled day shift starting time will be entitled to four dollars (\$4.00) meal allowance.

ARTICLE V

1. Salary and Wages

Employees shall be paid a base annual salary in accordance with the following schedule:

	<u>Effective</u> <u>Jan. 1, 1984</u>	<u>Effective</u> <u>Jan. 1, 1985</u>
Shift Operator 1st Class	\$ 19,510.	\$ 20,486.
"      "      2nd      "	18,351.	19,268.
"      "      3rd      "	16,878.	17,722.
"      "      4th      "	15,718.	16,504.
"      "      5th      "	14,555.	15,283.
Industrial Sampler 1st Class	\$ 19,510	\$ 20,486.
"      "      2nd      "	18,351.	19,268.
"      "      3rd      "	16,878.	17,722.
"      "      4th      "	15,718.	16,504.
"      "      5th      "	14,555.	15,283.
Plant Maintenance Man 1st Class	\$ 22,080.	\$ 23,184.
"      "      "      2nd      "	20,923.	21,969.
"      "      "      3rd      "	19,768.	20,756.
"      "      "      4th      "	18,612.	19,543.
Lube Specialist 1st Class	\$ 22,080.	\$ 23,184.
"      "      2nd      "	20,923.	21,969.
"      "      3rd      "	19,768.	20,756.
"      "      4th      "	18,612.	19,543.
Laboratory Assistant 1st Class	\$ 21,837	\$ 22,929.
"      "      2nd      "	20,746.	21,784.
"      "      3rd      "	18,639.	19,571.
"      "      4th      "	17,547.	18,425.
"      "      5th      "	16,458.	17,280.
Office Clerk 1st Class	\$ 14,555.	\$ 15,283.
"      "      2nd      "	13,626.	14,308.
"      "      3rd      "	12,698.	13,333.
"      "      4th      "	11,768.	12,356.
"      "      5th      "	10,840.	11,381.
Janitor 1 Year	\$ 16,105.	\$ 16,910.
"      6 Mos.	15,176.	15,935.
"      Start	14,401.	15,121.
Electrician 1st Class	\$ 25,443.	\$ 26,715.
"      2nd      "	24,117.	25,323.
"      3rd      "	22,969.	24,118.
"      4th      "	21,876.	22,970.
Instrument Technician 1st Class	\$ 25,443.	\$ 26,715.
"      "      2nd      "	24,117.	25,323.
"      "      3rd      "	22,969.	24,118.
"      "      4th      "	21,876.	22,970.
Skilled Laborer 1st Grade	\$ 17,885.	\$ 18,780.
"      "      2nd      "	16,724.	17,560.
"      "      Start	15,563.	16,341.
Electrician's Helper 1st Class	\$ 20,105.	\$ 21,110.
"      "      2nd      "	18,906.	19,851.
"      "      3rd      "	17,841.	18,733.
"      "      4th      "	16,909.	17,755.
Storekeeper 1st Class	\$ 19,828.	\$ 20,820.
"      2nd      "	17,216.	18,077.
"      Start	16,448.	17,270.
Clerk/Jr. Lab. Assistant 1st Class	\$ 16,483.	\$ 17,307.
"      "      "      2nd      "	15,648.	16,430.
"      "      "      3rd      "	14,902.	15,648.
"      "      "      4th      "	14,192.	14,902.

2. Employees shall be eligible for advancement in a job classification on the anniversary date of employment in such job classification.
3. The base hourly rate of an employee shall be determined by dividing his base annual salary described in the salary schedule plus State license award, if any, by 2080 (hours).
4. All shift employees shall, in addition to their base hourly rate of pay, receive 35¢ per hour in 1984 and 40¢ per hour in 1985 for all work performed on the 2nd shift, (3:00 P.M. to 11:00 P.M.) and 45¢ per hour in 1984 and 50¢ per hour in 1985 for all work performed on the 3rd shift (11:00 P.M. to 7:00 A.M.)
5. Each employee shall be paid his annual salary on a weekly basis.

ARTICLE VI

VACATIONS, HOLIDAYS and PERSONAL DAYS OFF

Section 1. - VACATIONS

1. Earned vacations shall be granted in accordance with the following schedule based on the established base annual salary pay rates.

<u>Years of Credited Service</u>	<u>Paid Days of Vacation</u>
After 1/2 year (6 months)	6 Working Days
After one (1) year	6 Working Days
2nd through 5th year	12 " "
6th through 10th year	15 " "
11th through 15th year	20 " "
16th through 20th year	22 " "
21 years and over	25 " "

2. The vacation period fiscal year shall be from the 1st day of January to the 31st day of December of each year.

3. After the first six (6) months of credited service an employee shall be entitled to six (6) working days vacation, and after one (1) full year of credited service an additional six (6) working days vacation. An employee must be an active employee at the time of eligibility in order to receive the aforementioned vacation entitlement. An employee shall be considered active except when he is absent for a non-job connected disability, for discipline, or on a leave of absence or absent without leave.

4. During the second full fiscal year of employment and every year of employment thereafter, earned vacation shall be granted in accordance with the aforementioned vacation schedule.

5. After the first full year of employment, the amount of vacation shall be determined by the anniversary date of employment and such vacation shall be granted during the fiscal year of said anniversary date.

6. All vacation requests shall be made no later than April 1st of the year in which they are to be taken. The Authority shall post a vacation schedule no later than April 15th of each year.

7. Seniority in job classification shall be given vacation request preference.

8. All vacations shall be taken during the current year except in the event of illness or emergency.

9. Vacation in single days may be granted at the discretion of the Authority.



10. Upon termination of employment for any reason other than disability or regular retirement, an employee's vacation entitlement will be prorated in accordance with the employee's anniversary date of employment.

11. Vacation pay will be paid on the day prior to the start of a vacation period; provided the employee requests vacation pay of his immediate supervisor a minimum of two (2) weeks in advance, and the pay day prior to a vacation period does not occur on either of the last two (2) pay days of the year.

Section 2. - HOLIDAYS

1. The 13½ holidays set forth below are recognized by the Authority as "Paid Holidays".

New Years Day	Good Friday	Election Day
Martin Luther King's Birthday	Memorial Day	Veterans' Day
Lincoln's Birthday	Independence Day	Thanksgiving Day
Washington's Birthday	Labor Day	1/2 Day Christmas Eve
	Columbus Day	Christmas Day

2. Each day employee shall be given the aforementioned holidays off and receive eight (8) hours pay at their respective base rates of pay with the exception of Christmas Eve. On said Christmas Eve a day employee shall receive four (4) hours base rate of pay provided he has worked the initial four (4) hours of his scheduled work day.

3. In the event a holiday falls on Saturday or Sunday, it shall be celebrated and time off granted, to day employees only, on the preceding Friday or succeeding Monday respectively.

4. Shift employees shall be paid time and one half their regular rate of pay for all work performed on the officially designated date of a recognized holiday plus eight (8) hours base rate of pay. Shift employees working Christmas Eve shall receive ten (10) hours regular base rate of pay for eight (8) hours work plus four (4) hours additional base rate of pay.

5. Shift employees not scheduled to work on a recognized holiday or 1/2 holiday, shall receive eight (8) hours base rate of pay or four (4) hours base rate of pay respectively in addition to their regular weeks wages when such holiday occurs.

6. An employee may be denied holiday pay if absent without authorization the last scheduled working day before, or the first scheduled working day after a paid holiday. In the event of illness on either of these days, the Authority may require a doctor's certificate as proof of illness.

7. New employees will not receive holiday pay until ninety (90) days of credited service. Holidays celebrated during the first ninety (90) calendar days of an employee's credited service will be paid retroactively, provided the employee is given permanent job status.

Section 3. - PERSONAL DAYS OFF

1. All employees shall be granted two (2) personal days off annually with pay (eight (8) hours base rate of pay per day).

2. Requests for a personal day off by day employees shall be presented to their immediate Supervisor no less than three (3) days in advance. The Authority shall not unreasonably withhold approval for such requests.

3. Shift employees may at their option work one or both personal days off granted annually, and receive eight (8) hours base rate of pay per day in lieu of said personal day or days off. If shift employees have not requested earned personal days off entitlement by December 1st of each year, said shift employees will automatically receive pay in lieu thereof by December 31st of that year.

4. After the first six (6) months of credited service an employee shall be entitled to one (1) personal day off, and after one (1) full year of credited service an additional personal day off. An employee must be an active employee at the time of eligibility in order to receive the personal day off entitlement.

5. On no less than three (3) days advance notice to the Authority, an employee will be permitted to take a minimum of four (4) hours of an earned personal day off with pay.

6. The first of two (2) earned personal days off with pay due day employees will be scheduled no later than September 1, and the second no later than December 1 of each year.

ARTICLE VII

SICK LEAVE, LEAVES OF ABSENCE and OTHER LEAVE

Section 1. - SICK LEAVE

1. For the purposes of this Agreement, sick leave shall be defined as paid leave granted to an employee, who through sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform the duties of his assigned job, or who is quarantined by a licensed physician because of exposure to a contagious disease.
2. Each employee shall be entitled to fifteen (15) days sick leave annually effective January 1, of each year.
3. All new employees shall earn one and one quarter ( 1 1/4) sick leave days for each month of work performed during the first full year of employment, but in no event shall a new employee be entitled to any paid sick leave until after ninety (90) calendar days of accumulated credited service.

At the end of one (1) year of employment an employee shall be immediately entitled to the remaining number of sick leave days in the then calendar year at the rate of one and one quarter (1 1/4) days per month.
4. Unused earned sick leave shall accumulate from year to year.
5. If an employee claiming sick leave benefits is absent three (3) consecutive work days, the employee shall provide the Authority with a medical doctor's certificate indicating the need for such sick leave.
6. Any employee who is absent on sick leave, without presenting a doctor's certificate, for periods totaling eight (8) days in one calendar year consisting of periods of less than three (3) days, shall submit a doctor's certificate for any additional sick leave taken in that year.
7. Sick leave pay shall not be paid until the aforementioned doctor's certificates, whenever required, are submitted to the Authority.
8. Employees requiring sick leave in excess of their entitlement and having exhausted all vacation, holiday and personal days off, may at the option of the Authority be granted additional sick leave.
9. If in the opinion of the Authority an employee is unable to perform his or her scheduled work assignment, the Authority may order a medical examination at the Union Middlesex Medical Center or its equivalent, to determine the ability of an employee to continue employment.
10. Sick leave may be taken in periods of no less than two (2) hours provided evidence of need is presented to the Authority immediately prior or subsequent to the occurrence. All sick leave scheduled by an employee shall require three (3) days prior notice to the Authority.

Section 2. - LEAVES OF ABSENCE

1. An employee may request a leave of absence without pay for a maximum period of thirty (30) days.

The Authority may grant such leave provided it is for a good and just reason and it does not affect the operation of the plant.

2. A leave of absence may be renewed upon request for reasons of personal illness, disability or family illness.

3. Benefits including seniority shall cease to accumulate during leaves of absence in excess of 30 days.

Section 3. - MILITARY LEAVE

1. Any employee called to active duty or inducted into the Armed Forces of the United States shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and the Authority shall make pension payments required during such leave. Each employee shall be reinstated without loss of privileges or seniority provided he reports for duty to the Authority within sixty (60) days following his honorable discharge or separation from the Armed Forces and provided he has notified the Authority of his intent to report for duty within thirty (30) days after his discharge from service.

2. Any employee member of the military reserve of the United States Armed Forces shall be granted no more than two (2) weeks time off annually for active training duty. Time off for such active training duty shall be granted, provided official written notice from the military unit in which the employee is serving reserve duty is presented to the Authority. Such employee serving two (2) weeks active training duty shall be paid the difference between his Authority base salary and the pay received from the military during the said two (2) week tour of active duty.

Section 4. - FUNERAL LEAVE

1. A maximum three (3) days leave with pay shall be granted to an employee in the event of death in the immediate family. Immediate family shall be defined as: spouse, mother, father, sister, brother, daughter, son, mother-in-law, father-in-law or any relative living under the same roof as employee.

2. One (1) day leave with pay, the day of the funeral, shall be granted to an employee in the event of death to employee's grandparents, uncle, aunt, nephew, niece, sister-in-law or brother-in-law.

3. Funeral leave shall terminate the day after the funeral unless extended by the Authority.

4. Each employee must produce evidence of death and the relationship of the deceased to obtain the aforementioned benefits.

Section 5. - JURY DUTY

1. An employee called for Jury Duty shall be granted leave for the period actually in attendance or serving the Court.
2. Payment for Jury Duty shall be the difference between the daily base rate of pay of the employee and the daily Jury Duty fee paid by the Court.
3. Any employee not required to report or serve the court on any particular day during a tour of Jury Duty shall report to his regular assigned job.
4. Any employee scheduled to work the third shift (11:00 P.M. to 7:00 A.M.) during a tour of Jury Duty shall report to his regular assigned job the night immediately preceding the day upon which he is not required to report or serve the Court.
5. The written notice to report to Jury Duty and the final Jury Duty attendance report must be presented to the employee's immediate supervisor in order to qualify for Jury Duty Benefits.
6. In the event an employee is serving Jury Duty and is unable to report to the Court because of illness or accident, such employee must report his absence to the Authority on the day it occurs or be subject to denial of earned sick leave benefits.

## ARTICLE VIII

### HEALTH and INSURANCE BENEFITS

1. As provided for under the New Jersey State Health Benefits Program, all employees and their eligible dependents shall be entitled to full coverage of the New Jersey Blue Cross-Blue Shield 1420 Series Plan. Additionally, all employees will be covered by Major Medical Insurance.

The entire cost of the aforementioned health insurance shall be paid by the Authority.

2. Each employee shall be enrolled in the New Jersey Public Employees' Retirement System and receive all benefit entitlements therefrom.

3. All employees and their eligible dependents shall receive dental insurance coverage under a suitable Dental Plan selected and paid in full by the Authority.

4. Innoculations for contagious diseases as determined by the Authority shall be offered to all employees at the Authority's cost and expense.

5. The Authority will provide Worker' Compensation Insurance for all employees.

6. During the period of time an employee received Workers' Compensation temporary disability benefits, the Authority will pay the difference between the amount of weekly disability benefits received by the employee and the employee's weekly base pay entitlement.

7. Effective January 1, 1983, the Authority will furnish each employee with Temporary Disability Insurance as provided for through the New Jersey Temporary Disability Benefits Program.

It shall be mandatory for all employees to participate in the Temporary Disability Insurance Program and to pay one-half (1/2) the cost of all insurance premiums.

8. All employees and their eligible dependents shall, as soon as feasible in 1984, be covered by a suitable Prescription and Vision Plan selected by, and premiums thereof paid in full by the Authority.

9. In accordance with State Statute and the New Jersey State Health Benefits Program, upon regular retirement with minimum of twenty five (25) years service or a disability retirement with any number of years of service, paid-up Blue Cross, Blue Shield, Rider J health benefit coverage for employee and spouse until death.

ARTICLE IX

EDUCATIONAL INCENTIVE PLAN

1. All employees carrying the title of either First (1st) or Second (2nd) Class Shift Operator shall upon the attainment of each State License listed below, receive the indicated additional compensation to their annual base salary:

N. J. State Operator's License S-3	\$ 300.00
N. J. State Operator's License S-2	300.00
N. J. State Operator's License S-1	500.00

2. Each employee shall be reimbursed for the cost of tuition and study books after the completion of each semester of prescribed curriculum with a minimum passing grade of "C" or its equivalent.

3. All employees presently receiving additional compensation for having received an operator's license shall continue to receive such additional compensation to their annual base salary.

4. Additional compensation for the obtainment of any of the aforementioned State Operator's Licenses shall be added to an employee's annual base salary and calculated in his hourly base rate of pay.

5. After one (1) year of credited service, any employee successfully completing courses of study approved in advance by the Authority, shall be reimbursed for the cost of tuition and study books.

ARTICLE X

PROTECTIVE CLOTHING AND SAFETY SHOES

1. With the exception of Laboratory and Clerical employees, the Authority shall provide each new employee with:

- a. Five (5) sets of protective clothing (shirts and trousers) or coveralls or combination of both, one (1) pair of safety shoes, one (1) winter work coat, rain gear, rubber boots, protective hard hat, ear muffs and one (1) pair each of cloth and rubber gloves.
- b. All shift employees and day employees upon request only, will receive one (1) pair of rubber gloves and a safety flashlight.
- c. Any employee exposed to organic vapors or noxious odors will be provided with a respirator by the Authority.

2. Each Laboratory employee will receive one (1) protective laboratory coat, one (1) pair of safety shoes and one (1) set of rain gear as needed.

3. All items of clothing, shoes, protective and safety equipment provided by the Authority will be replaced at no cost on a fair wear and tear basis as determined by the Authority.

Replacement will not be unreasonably denied. At the request of an employee, Authority issued safety shoes will be repaired in lieu of replacement.



4. Failure of an employee during working hours to wear the protective clothing, footwear, and any other safety equipment provided by the Authority, shall result in disciplinary action.

5. Subject to the Authority providing adequate clothes lockers and showers, any employee found wearing Authority issued work clothing, equipment or safety shoes off the job, including coming to and leaving from work, will be subject to disciplinary action.

## ARTICLE XI

### SENIORITY

1. For purposes of this Agreement, seniority is defined as follows:
  - a. Authority seniority is an employee's length of service determined by his original date of hire as a full time Authority employee.
  - b. Classification seniority is an employee's length of service determined by the original date of his permanent assignment to a particular work classification.
2. Seniority shall be lost by an employee for the following reasons:
  - a. Resignation
  - b. Failure to report for work no later than seven(7) days after a permitted leave of absence.
  - c. Failure to report for work no later than forty-eight (48) hours after receipt of a telegram or certified letter of notice to resume employment after a layoff. An extension of the forty-eight (48) hour time limit may be granted by the Authority for a good and just reason.
  - d. Failure to be called back to work for a period of twelve (12) months after the date of a layoff.
  - e. Failure to give thirty (30) days notice to the Authority of an employee's intention to return to work after the date of discharge from military service.
  - f. Discharge for just cause.

## ARTICLE XII

### LAY-OFFS AND RECALL

1. In the event of a lay-off, classification seniority shall be observed in each classification so effected.
2. In the event of recall within twelve (12) months of the date of lay-off, classification seniority shall be observed, provided the most senior former employee is mentally and physically capable of performing the work classification to which he is being recalled.
3. Any notice of recall to an employee on lay-off shall be transmitted by telegram or certified mail to the last known address of such employee.

## ARTICLE XIII

### DISCHARGE AND DISCIPLINE

1. The Authority shall not suspend or discharge an employee without just cause. For the purposes of this Article "Just Cause" shall include but not be limited to:

- a. Neglect of duty or unsatisfactory work
- b. Incompetency or inefficiency
- c. Incapacity due to mental or physical disability
- d. Insubordination or serious breach of discipline
- e. Intoxication while on duty
- f. Chronic or excessive absenteeism
- g. Disorderly or immoral conduct
- h. Violation of the Authority's Rules and Regulations including tardiness.
- i. Engaging in any form of political activity during working hours.
- j. Consumption of or being under the influence of drugs or controlled dangerous substances
- k. The conviction of a criminal act
- l. Engaging in an illegal work stoppage.
- m. Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked.
- n. Failure of an employee driver of Authority motor vehicles to report the revocation of said employee's N. J. State drivers license.
- o. Failure to punch a time card as required by the Authority.

2. Prior to final discharge an employee shall be placed on three (3) work days suspension without pay and the employee and the Union notified in writing of the action to be taken by the Authority. If, after said three (3) day suspension period the Union has not, in the opinion of the Authority, presented sufficient reason for revocation, such decision to discharge shall stand.

3. An employee shall be subject to a maximum one (1) day suspension without pay for failure to notify the Authority of his intended absence from a scheduled work shift one (1) hour prior to starting time.

4. If the Authority supervision observes or has unequivocal proof of an employee punching another employee's time card, said employee will be suspended for three (3) work days without pay. A second violation will result in the immediate discharge of such employee.

5. In the event an employee is issued a disciplinary warning letter, a copy of said letter will be forwarded to the Union and a copy placed in the employee's personnel file. If an employee has not received an additional warning letter for a period of one (1) year thereafter, such warning letter shall be removed from said employee's personnel file.

## ARTICLE XIV

### PROMOTIONS, DEMOTIONS AND TRANSFERS

1. It is the intention of the Authority to fill job vacancies from the ranks of the employees.

2. All new and vacant job openings shall be posted on the Authority Bulletin board for a period of fifteen (15) calendar days.

3. Employees interested in such job openings shall make application in writing to the Superintendent within the fifteen (15) calendar day time period.

4. Employees with classification seniority, if applicable, followed by employees with Authority seniority shall be given job preference provided they have the experience or ability and physical capability in the opinion of the Authority to perform the job requirements.

5. Any employee placed in a new or vacant job position shall be on a sixty (60) calendar day probation period. If at the end of thirty (30) calendar days an employee's job performance is unsatisfactory, said employee and the Union shall be so notified in writing by the Authority. If at the end of sixty (60) calendar days an employee does not, in the opinion of the Authority, qualify for the new or vacant job position, said employee and the Union will be so notified and the reasons for disqualification set forth. Said disqualified employee shall be returned to his original job classification retaining original job seniority and rate of pay.

6. An employee serving a sixty (60) calendar day probation period in a new or vacant job position shall receive the starting salary rate of the particular job classification.

In the event an employee has been working in the lower grade of the new or vacant job position, he shall receive a salary rate no less than his then current rate of pay.

7. Temporary promotions shall be offered to qualified employees with the most job classification seniority.

If no employee has seniority in the particular job classification or in those job classifications having a lower grade, to which a temporary promotion is open, the qualified employee with the most Authority seniority shall be offered said temporary promotion.

An employee receiving a temporary promotion shall receive the rate pay paid a probationary employee as described in clause 6 hereof.

8. Nothing contained herein shall prevent the Authority from hiring new employees to fill new or vacant positions, if in the opinion of the Authority present employees do not fill the particular job requirements.

9. If an employee is on an extended injury or sick leave, or leave of absence, the Authority may at its option, hire a temporary employee as a replacement to insure normal plant operations.

Upon assignment, temporary employees will receive the starting rate of pay to the assigned job classification and with the exception of seniority, retirement entitlements and temporary disability insurance, all employee benefits on a pro rata basis.

A temporary employee will be considered temporary until the employee replaced has returned to work. Upon notice of the absent employee's intention to terminate his employment, the job will be posted as a vacancy.

## ARTICLE XV

### GRIEVANCE PROCEDURE AND ARBITRATION

1. A grievance within the meaning of this Agreement shall be a difference of opinion, controversy or dispute arising between the parties hereto involving the interpretation or application of any provisions of the within Agreement.
2. In the event such difference, controversy or dispute should occur between the Authority and an employee, said employee and or the Union must file a grievance in writing with the Authority within five (5) working days of its occurrence or it shall be considered waived. Properly filed, a grievance shall take the following procedure:

#### Step 1

Within three (3) days of the receipt of a grievance by the Authority, the aggrieved employee, a representative of the Union upon the request of the aggrieved employee only, and the aggrieved employee's immediate Supervisor shall meet in an attempt to resolve such grievance. If the grievance is not resolved satisfactorily within three (3) working days of the meeting, the Union may notify the Authority in writing of its desire to pursue said grievance through Step 2.

#### Step 2

Within ten (10) days of the Union's notification of the unsatisfactory resolvment of a grievance in Step 1, the Authority Executive Director, the aggrieved employee's immediate Supervisor, the aggrieved employee, and a maximum of two (2) representatives of the Union shall meet to resolve such grievance.

The Executive Director shall within ten (10) working days of such meeting advise the Union in writing of his decision.

If the Executive Director's decision is not mutually satisfactory, the Union may within a maximum of ten (10) working days thereafter notify the Authority in writing of its desire to pursue said grievance through Step 3.

#### Step 3

Within thirty (30) Calendar days of the Union's notification of the unsatisfactory resolvment of a grievance in Step 2, Members of the Board of the Authority, the Authority Executive Director, the Authority Attorney, the Authority's Labor Relations Representative, the aggrieved employee and a maximum of three (3) representatives of the Union shall meet to resolve such grievance.

The Members of the Board of the Authority shall within (10) ten calendar days of such meeting advise the Union in writing of its decision.

If the Authority's decision is not mutually satisfactory, the Union may petition the New Jersey Public Employee's Commission (PERC) for arbitration of the grievance. The decision of the PERC appointed arbitrator shall be final and binding upon the parties hereto. The PERC appointed arbitrator shall be limited to the interpretation and or the application of the within Agreement and shall have no power to enlarge upon, reduce, modify or delete any provision thereof. The cost of arbitration shall be borne equally by the parties hereto.

## ARTICLE XVI

### UNION OFFICIAL ACTIVITIES

1. The Union shall advise the Authority in writing of the names of the Shop Steward, alternates and all other Union personnel authorized to act on behalf of the Union within fourteen (14) calendar days of their election or appointment to such position.
2. The Shop Steward or his designee shall be limited during working hours at no loss in pay to the following activities:
  - a. At the oral request of an employee or the Authority, attend all differences of opinion, controversies or disputes as they may occur between an employee and any member of the Authority's supervisory staff.
  - b. The filing of all written grievances with the Authority.
  - c. Attend all grievance proceedings as described in Article XV hereof.
  - d. At the oral or written request of the Authority, attend any official meeting between the Authority and the Union.
3. Representatives of the Union's International shall be permitted, upon advance notification to the Authority Executive Director or his assistant, to visit the Union's elected officials at reasonable times of the day to discuss Union business, provided such visit does not interfere with or disrupt plant operations.
4. Reasonable time off without pay shall be granted to no more than two (2) Union Officials at one time to attend bonafide County, State or National Union Meetings, seminars or conventions.
5. The Union President and one (1) member employee of the Union Negotiating Committee will be excused from work with pay to attend Authority/Union Labor Agreement negotiation meetings.

## ARTICLE XVII

### UNION DUES DEDUCTION

1. The Authority agrees to deduct Union dues from the pay of each employee member of the Union once each month. Said Union dues shall be transmitted with a list of such employee members to the Union at its official address, or upon written authorization from the Union the President or Treasurer of the Union within fifteen (15) calendar days of such deduction.
2. The Union agrees to furnish the Authority written authorization from each employee member to effect such dues deduction in a specific dollar amount.
3. The Union agrees to indemnify and hold the Authority harmless from and against any and all claims, legal suits or liability of any kind whatsoever arising from the aforementioned deduction of dues.
4. In accordance with State statutes, an Agency Shop fee of 75% of established Union dues will be deducted from the wages of all non-Union member employees covered by this agreement and transmitted to the Union as set forth hereinabove.

## ARTICLE XVIII

### SAFETY COMMITTEE

1. There shall be a joint Authority-Union Safety Committee comprised of two (2) members of the Authority's supervisory staff and two (2) employees designated by the Union.

The purpose of the Committee shall be to review all safety procedures and make recommendations for the prevention of accidents.

## ARTICLE XIX

### BULLETIN BOARDS

1. The Authority agrees to provide a suitable bulletin board for the exclusive use of the Union to post official notices pertaining to Union affairs.
2. All material posted upon said bulletin board shall bear the approving signature of a duly elected official of the Union or be subject to immediate removal by the Authority.
3. The posting of any material unrelated to Union affairs, personal or political in nature or derogatory to the Authority shall be prohibited.
4. The Union's Shop Steward shall supervise the material to be posted upon the bulletin board.



## ARTICLE XX

### NON-DISCRIMINATION

Neither the Authority nor the Union shall discriminate against any employee or those seeking employment because of race, color, creed, sex or national origin, nor because of membership or non-membership in any church, society or fraternity.

## ARTICLE XXI

### AUTHORITY WORK LIMITATION

Authority supervisory personnel shall not perform bargaining unit work except in emergency situations or in the training of Authority or Union personnel.

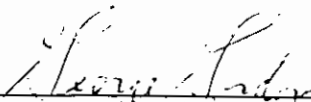
## ARTICLE XXII

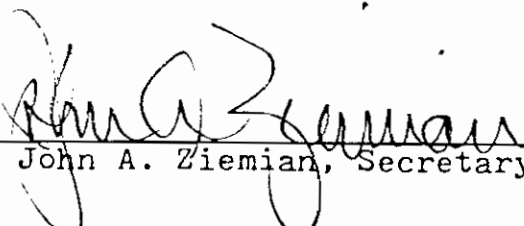
### MANAGEMENTS RIGHTS

Except as may be otherwise provided for or modified within this Agreement, it is recognized that there are certain functions, responsibilities and rights reserved to the Authority, among which are the direction and operation of the Authority's physical plant facilities, types of work to be performed, work assignments of employees, machinery, tools and equipment to be used, hours of work, the right to hire, promote, transfer, layoff, discipline or discharge employees for just cause, and the creation and enforcement of reasonable rules and regulations for discipline and the safety of its employees.

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date and year first set forth above.

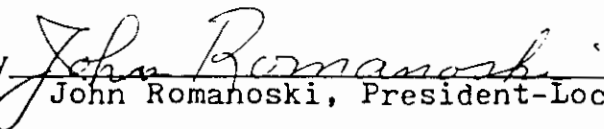
THE LINDEN ROSELLE SEWERAGE AUTHORITY

By   
George Gordon, Chairman

By   
John A. Ziemian, Secretary

LOCAL UNION NO. 209  
a/w DISTILLERY, WINE AND ALLIED  
WORKERS INTERNATIONAL UNION

By   
George J. Orlando  
General Sec. Treas. - International

By   
John Romanoski, President-Local 209