

Contract no. 1345

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AGREEMENT

BETWEEN

RARITAN TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

AND

CONSTRUCTION AND GENERAL LABORERS' UNION

LOCAL #172 OF SOUTH JERSEY

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AGREEMENT

THIS AGREEMENT made and entered this 1st day of December 1991 by and between the RARITAN TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, Hunterdon County, New Jersey, hereinafter referred to as the "EMPLOYER", and CONSTRUCTION AND GENERAL LABORERS' UNION, LOCAL 172 OF SOUTH JERSEY, hereinafter referred to as the "UNION".

PREAMBLE

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

ARTICLE I

RECOGNITION

The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all of its employees, whose titles are set forth in SCHEDULE "A", but excluding managerial executives, confidential employees, and all other supervisory employees within the

meaning of the New Jersey Public Employer-Employee Relations Act, and all other employees of the Employer.

ARTICLE II

MANAGEMENT RIGHTS

It is recognized that the Management of the Employer, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Employer.

Accordingly, the Employer retains the rights, including, but not limited to, select and direct the working forces, including the right to hire, suspend or discharge, assign, promote or transfer for just cause, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work, decide the number and locations of its facilities, stations, etc., determine the work to be performed by specific employees, to establish work schedules and specific job functions, maintenance and repair, amount of supervision, and training programs necessary, machinery and tool equipment, methods, selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise. Nothing contained herein shall restrict the Employer from hiring, suspending or discharging, assigning, promoting or transferring newly hired probationary employees with or without just cause, without any recourse whatsoever in accordance with Article IV. Nothing contained herein shall restrict the Union from any rights afforded to it by the laws of the state of New Jersey, or the Constitution of the United States. The foregoing express enumeration of rights reserved to

Management shall not be deemed to preclude exercise by Management of other rights exercised by it prior to the execution of this Agreement which are not inconsistent with any express provision thereof.

ARTICLE III

SECTION I - NO STRIKE CLAUSE

The Union and the Employer mutually agree that there shall be no strikes, walkouts, slowdowns, sickouts, and other forms of work stoppages.

The Union and the Employer recognize that the Employer, by law, is charged with the responsibility of the collection, transportation and treatment and reclamation of the wastewaters in its system to abate the pollution of the waters and streams in Raritan Township and the other areas in Hunterdon County served by the Raritan Township Municipal Utilities Authority.

It is recognized that the Employer is under legal obligation, under severe penalties, to provide the necessary facilities and to continuously operate and maintain said facilities to meet the conditions and standards set forth in the permits issued to the Employer by the United States Environmental Protection Agency and the New Jersey Department of Environmental Protection and Energy. In the event that a strike occurs, the Employer shall notify the Union and the Union shall have twenty-four (24) hours after such notice in which to return such members to their jobs. If this is not accomplished within the said twenty-four (24) hours, then the Employer shall be free

to discharge said employees from their said employment and/or take such other action as is appropriate.

SECTION II - DUES AND DEDUCTIONS:

Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her first and second pay check of each month, and remit such deduction by the tenth (10) day of the succeeding month to the official designated by the Union, in writing, to receive such deductions.

The Union will notify the Employer, in writing, of the exact amount of such regular membership dues to be deducted.

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

All legal, Public Employees Retirement System (PERS) and other authorized deductions shall be made from each employee's pay.

SECTION III - REPRESENTATION FEE IN LIEU OF DUES

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

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

The Union agrees to establish and maintain a "demand and return" system in accordance with N.J.S.A. 34:13A-5.6 whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro-rata share" of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the Union. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Union. Such proceedings shall provide for an appeal by either the Union or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.6, as amended.

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

SECTION IV - UNION REPRESENTATIVES:

Representatives of the Union, who are not employees of the Employer, shall be admitted on the premises of the Employer for Union business solely and by the Representative presenting himself/herself to the Executive Director or his/her designee, provided that said Representative has notified the Executive Director of his/her intended purpose. The Union and the Employer shall cooperate to the end that such visits shall be made at a time and in a manner involving the least interference with the schedules and operations of the Employer.

The Employer agrees to recognize one shop steward and one alternate shop steward selected by the Union; however, the alternate shop steward will only be recognized and subject to the requirements of this agreement when he is the acting shop steward which only occurs when the regular shop steward is absent due to vacation or illness. A steward shall be granted a reasonable amount of time during his/her working hours to interview an employee who has a grievance and to discuss the grievance with the employee's immediate supervisor.

When the shop steward is required to leave his/her place of work to handle grievances, the shop steward must first get permission from his/her supervisor, and also from the supervisor of the employee with whom the shop steward will be interviewing. Such permission shall not be unreasonably withheld by the supervisors, but shall be granted upon reasonable terms and conditions not interfering with the schedules and operations of the Employer.

Neither the employee nor the shop steward shall receive any reduction or suspension of pay for such activities provided that the total time expended during working hours does not exceed a total of seventy (70) hours per year for the shop steward and twelve (12) hours per year per other employee. Any time in excess thereof will be deducted from the employee's pay. Any unused time shall not be cumulative from year to year.

SECTION V - EQUAL TREATMENT:

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

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

ARTICLE IV

SECTION I - SENIORITY:

A. PROBATIONARY EMPLOYEE:

1. Newly hired employees shall be considered probationary employees for the first two (2) months of their employment. Such employees may be laid off or discharged during such period with or without cause, without any recourse whatsoever. An extension of the trial period may be made by mutual agreement between the Employer and the employee.

2. Upon completion of the probationary period, an employee's seniority shall be his/her date of commencement of employment by the Authority, including the probationary period, for purposes of specific benefits identified elsewhere in this Agreement.

B. DEFINITION OF SENIORITY:

Seniority is defined as the length of an employee's continuous employment by the Employer, and does not include part time, seasonal or other similar employment.

1. An employee's seniority shall cease upon the following:

- a. Discharge;
- b. Voluntary quitting;
- c. Failure of an employee to return to work upon recall within seventy-two (72) hours of the time the Employer has sent a notice to return to the employee's last know address appearing on the Employer's records, unless excused by the Employer by reason of illness or other reasonable cause;
- d. Absence due either to layoffs, disability, or non-paid sick leave for a period equal to the employee's seniority or eighteen (18) months whichever is less;
- e. Absence without notice for three (3) days.

2. An employee's seniority will not be affected by an authorized leave of absence for a period of less than one month.

In the case of an authorized leave of absence for a period of more than one month, seniority shall cease unless, in the sole opinion of the Employer, it is determined that, that would not be appropriate based upon a review of the following

factors: the reason for the leave, the length of the leave, the employee's number of years of service, and the employee's particular qualifications, skills and abilities.

Any employee returning from an authorized leave of absence shall receive any salary increases which he would have received but for the leave of absence.

3. In the event an employee's seniority ceases for any of the above reasons, the seniority of any such employee shall be recommenced from the date upon which such employee shall be rehired, returned or is recalled; all seniority gained from a prior period of employment shall be lost.

C. LAYOFF:

1. Only in the event of a layoff, plant-wide seniority will prevail, but the employer retains the right to make a layoff with regard to the employee's qualifications, skills and abilities to perform whatever work may be available and in its discretion.

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

D. PROMOTIONS, TRANSFERS, ASSIGNMENT OR REASSIGNMENT:

1. An employee transferred, reassigned or promoted from one position to another shall be given up to sixty (60)

working days to exercise an option, in writing, to return to his/her previous position, at the current rate of pay.

2. In all promotions, transfers, job assignments or reassignments, seniority within a particular job classification will be considered and plantwide seniority may be considered but the Employer retains the right to make a promotion, job assignment or reassignment with regard to the employee's qualifications, skills and abilities to perform whatever work may be available and in its discretion.

3. Employees having equal qualifications, in the sole opinion of the Employer, will be selected for promotion on the basis of length of employment.

4. At no time shall an employee with a D.E.P.E. License of a lower grade be permitted to displace an employee with a higher grade D.E.P.E. License regardless of seniority. This clause does not pertain to overtime assignments.

5. The probationary rates specified in Schedule "A" apply to new employees only.

6. In the event of a job opening or the establishment of a new job classification, the Employer agrees to post said vacancy for one (1) week. However, the Employer agrees to extend such posting if an eligible employee is on vacation during the one week posting period and does not otherwise have notice of the job opening.

The employees who bid shall be evaluated by the Employer.

The position will be offered to an employee, if, in the sole discretion of the Employer, the employee is determined to be qualified for the position. The Employer agrees to make a decision and to advise all applicants within thirty (30) calendar days after posting.

ARTICLE V

LEAVE OF ABSENCE

SECTION I - SICK LEAVE:

A. Sick leave may only be utilized by an employee when the employee is unable to perform his/her work by reason of personal illness or injury.

B. Sick leave for permanent employees shall accumulate on the basis of eight (8) hours per month, for a total of ninety-six (96) hours per year.

C. Sick days are credited to all permanent employees in advance on January 1st of each year. However, it must be understood that these days are credited anticipating the employee will work the full twelve (12) months during the year; if an employee's service shall, for any reason, terminate prior to the end of the year and the sick leave taken to that point exceeds eight (8) hours per month for each month worked, the excess shall be deducted from the employee's final pay.

D. Unused sick leave with pay shall be accumulated throughout the employee's tenure with the Authority. Employees are strongly encouraged to accumulate such leave in the event of prolonged incapacitating illness. Upon retirement or other termination on good terms, employees shall be paid for

accumulated sick leave at the employee's current rate of pay. Sick leave accumulated prior to December 1, 1988 shall be paid for the period when that sick leave was accumulated.

E. At the conclusion of each calendar year each employee may at his/her request be paid for any unused sick leave accumulated during that calendar year at the employee's prevailing wages on the last day of the calendar year.

F. If an employee is absent for reasons that entitle the employee to sick leave under this Article, his/her Supervisor shall be notified at least two (2) hours prior to the employee's starting time. Failure to comply with this Section may be cause for disciplinary action, including loss of pay, to be imposed in the discretion of the Executive Director.

G. After an employee has been out sick for three (3) consecutive working days, said employee must furnish a certificate from a physician regarding the illness and ability to return to work. In any other absence, if a physician's certificate is requested by the Executive Director, the Authority will bear the expense.

However, in a case where the Authority has previously notified the employee in writing of abuse of sick time as evidenced by a pattern of abuse, the Authority can require the employee to provide, at his expense, a doctor's note after every absence for reason of illness or a non-job related injury that involves absence from work for 3 days or less. Failure to provide the required doctor's note will result in the following disciplinary actions:

- First Offense - Use of sick time is denied.
- Second Offense - Use of sick time is denied and a one-day suspension is imposed.
- Third Offense - Use of sick time is denied and a three-day suspension is imposed.
- Fourth Offense - Use of sick time is denied and a five day suspension is imposed.
- Fifth Offense - Sick time is denied and employment is terminated.

Sick time offenses will be based on a rolling twelve month time period from the date of the written notice for abuse of sick leave.

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

I. In case of illness or injury suffered by an employee for which Statutory Worker's Compensation or Unemployment Disability payments are due the employee for any period in which the employee would also be entitled to sick pay under the foregoing provisions of this Agreement, the amount of the Statutory benefits received by the employee shall be deducted from the sick pay benefits the employee would have received and only excess of such benefits shall be paid to the employee; however only the actual amount of sick pay, so computed, paid to the employee shall be charged against his total sick pay allowance.

J. If an employee is granted a leave of absence with pay pursuant to Paragraph "A" above, such time off shall be included

as time worked for purposes of computing eligibility for such sick leave, vacation time and overtime.

SECTION II - OCCUPATIONAL INJURY:

A. Any employee who is disabled because of occupational injury may be granted a leave of absence with full pay if, in the opinion of the Employer, the injury was not incurred through the employee's own fault or negligence. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of Worker's Compensation paid under the New Jersey Worker's Compensation Act, for temporary disability, and any other disability insurance benefits payable through the Employer. Such leave shall be limited to a maximum of one hundred and eighty (180) days from the date of injury.

B. An employee returning from authorized leave of absence as set forth above will be restored to his/her original job classification at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

C. Before returning from authorized leave of absence as set forth above, an employee must furnish a certificate from a physician regarding the injury and ability to return to work.

SECTION III - BEREAVEMENT LEAVE:

Time off for death in the family shall be given as follows: Five (5) days for spouse, mother, father, son, daughter, brother or sister; three (3) days for grandparents, mother-in-law, father-in-law, brother/sister-in-law; and one (1) day for first cousins, aunt or uncle, and niece or nephew. Such days off shall normally be taken consecutively, but may be divided and/or

split and taken as non-consecutive days within ten (10) working days of the family member's death.

Unusual bereavement circumstances are subject to the approval of the Executive Director.

The employee shall furnish proof as to the death and the relationship of the family member for each bereavement leave requested within two weeks of returning to work.

SECTION IV - MILITARY LEAVE:

An employee may be granted a leave of absence up to two (2) weeks per year to complete his/her military obligation. The Employer will make up the difference in pay which the employee receives from the military and his/her regular pay provided that the employee provides the Executive Director with proof of the amount of military pay.

SECTION V - JURY DUTY:

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

released from jury duty on or before 10:30 a.m. on any morning, such employee is to return to work at 12:30 p.m.

SECTION VI - PROOF OF PAYMENT:

It is intended that any payments made pursuant to Section I through V above, or for vacation or holiday pay, shall be made only in the event that the employee would have actually been working; therefore that an employee cannot receive holiday pay, vacation pay, sick pay, jury duty, military or disability benefits for any day that the employee would not be regularly scheduled to work. Employees shall be required to submit proof thereof for the purpose of receiving payment for the same if requested by the Executive Director.

SECTION VII - NON-PAID LEAVE OF ABSENCE:

When there are important personal reasons which justify it, the employee may make a request, in writing, to the Executive Director for non-paid leave of absence, giving the following information:

1. Period for which leave is desired;
2. Reason for leave;
3. The specific date on which the employee will return to work.

The Executive Director shall determine whether in his/her judgment the reasons and conditions justify the request, and forward it to the Personnel Committee with his/her recommendations and comments. The Personnel Committee with the concurrence of the Employer shall decide the action to be taken and notify the Executive Director, who shall inform the employee

of the decision. The Executive Director shall file the decision in the employee's file.

An employee who takes an approved leave of absence without pay must be referred to the Payroll Office prior to starting leave to arrange any health benefit plan payment due during the period the employee is off payroll. It must be stressed that failure to make these arrangements may result in loss of benefits in this Plan.

Deductions will be resumed on return from leave. However, the employee may continue coverage for only the first nine (9) months of the leave by making personal remittance of the total employee and dependent charges. The premium must be remitted for the entire nine (9) months period, in advance. The Employer provided coverage will resume when the employee returns to the payroll after the leave has terminated.

At the discretion of the Executive Director, before returning to work after a leave the employee may be required to furnish a certificate from a physician regarding his/her physical condition.

In the discretion of the Employer, upon returning from a leave, an employee's seniority may cease in accordance with the provisions of Article IV, Section 1(B)(2) above.

An employee returning from an authorized leave of absence shall receive any salary increases which he would have received but for the leave of absence.

ARTICLE VI

SECTION I - GRIEVANCE PROCEDURE

The term working days herein shall mean normal working days of Monday through Friday.

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

Step I: The Shop Steward, with the aggrieved employee, shall present the grievance or dispute in writing to the employee's immediate supervisor within five (5) working days of the date of the occurrence of the grievance. The Supervisor shall attempt to resolve the matter and shall respond to the Shop Steward, in writing, within five (5) working days. If the grievance or dispute is not taken up in accordance with this provision within five (5) working days of its occurrence it shall be deemed abandoned.

Step II: If the grievance has not been settled to the employee's satisfaction, it shall be presented in writing by the Shop Steward to the Executive Director within five (5) working days after the immediate Supervisor's response is due. The Executive Director shall meet with all parties involved within five (5) working days and shall render a decision in writing within seven (7) working days following such meeting.

Step III: If the grievance still remains unadjusted, it shall be presented in writing to the Personnel Committee of the Employer within seven (7) working days after the decision of

the Executive Director is due. The Union representative may, at his discretion, request a meeting with the Personnel Committee, the Executive Director and grievant present at such meeting. The Personnel Committee with a majority vote of a quorum of the Raritan Township Municipal Utilities Authority shall respond, in writing, within three (3) working days after the Raritan Township Municipal Utilities Authority's next regularly scheduled meeting. If the grievance is not presented in writing in accordance with this provision within seven (7) working days, it shall be deemed abandoned.

Step IV: If the grievance still remains unadjusted, it shall be presented to the Public Employees Relation Commission (PERC) in writing, within seven (7) working days after the response of the full Board of the Employer is due. PERC shall respond, in writing, within ten (10) days. If the grievance is not presented, in writing, in accordance with this stipulation within seven (7) working days it shall be deemed abandoned. The decision of the arbitrator shall be in writing and shall be rendered within twenty-one (21) days and such decision shall be advisory only.

The employee is entitled to a representative of his choosing at his own cost and expense.

ARTICLE VII

SECTION I - HOURS OF WORK:

The normal work week shall be Monday through Sunday and shall consist of shifts. The number of hours worked by such employees in a normal work week shall be forty (40) hours per

week. Normally employees will have at least two (2) days off per week, except in the case of an emergency. Whether an emergency exists shall be determined in the sole discretion of the Employer. All employees shall perform those duties or work requirements as directed by their supervisor(s).

The Employer reserves the right to establish shift schedules to maintain efficient, economical and orderly operations of the Employer's facilities, to provide the necessary continuous service to the users of the Employer's system and to prevent pollution of the water and streams in the Employer's district.

All operators shall work shift work as established by the Executive Director. A single meal time of thirty (30) minutes is included in the shift time, to be taken as scheduled by the Executive Director.

The showering and washing up of employees will begin fifteen (15) minutes before the end of the work shift, and it is not permissible for the employees to carry over time from lunch or breaks for this purpose.

Employees on shift work shall work those shifts as per posted schedules and perform those duties as posted and directed by the Executive Director. No substitution of employees will be permitted unless approved in advance by the Executive Director.

SECTION II - TIME CLOCK:

Employees shall punch in and out of the time clock daily when starting work and upon completing a shift. Employees shall not make unauthorized trips away from the plant during work time.

Employees will be docked in multiples of fifteen (15) minutes when they are tardy. For instance, an employee who is ten (10) minutes late will not receive compensation for the first fifteen (15) minutes of his/her scheduled work period and an employee who is twenty-five (25) minutes late will not receive compensation for the first thirty (30) minutes of his/her scheduled work period.

An employee who forgets to punch his/her time card at the proper times, who is not excused by a supervisor, shall be docked one (1) hour compensation for the first offense, two (2) hours for the second offense, and so on for the first five times. After the sixth (6th) offense (within a rolling twelve (12) month period), said employee is subject to further disciplinary action, up to and including discharge, at the sole discretion of the Executive Director.

SECTION III - WORK SCHEDULE:

Work schedules showing the employee's shifts, workdays and hours of work shall be posted on the bulletin board in the treatment plant at all times.

SECTION IV - OVERTIME AND COMPENSATION TIME:

A. Except as provided in Paragraphs B and C below, time and one-half of the employee's regular rate of pay shall be paid as overtime pay for work under any of the following conditions, but compensation shall not be paid twice for the same hour. All overtime is to be authorized by the Executive Director or person the Executive Director delegates. The operator on shift shall be responsible for calling for overtime if warranted.

1. An employee shall be paid overtime for all work performed in excess of forty (40) hours per week.

2. All work performed on a holiday shall be paid for at time and one-half plus holiday pay so that an employee will receive two and a half times his normal rate of pay for all time worked on a holiday.

3. In the event that any holiday shall fall on a regular work day and the employee is not required to work on said holiday, such holiday shall be considered as a day worked for purposes of computing overtime.

4. Sick leave, personal days and vacation days will not be included as days worked towards Paragraphs B and C.

B. Twice the employee's regular rate of pay shall be paid for all work performed on the seventh (7th) consecutive day worked.

C. Three times the employee's regular rate of pay shall be paid for all work performed on the seventh (7th) consecutive day worked if the seventh (7th) day was a holiday.

SECTION V - OVERTIME DISTRIBUTION:

A. If the relieving shift scheduled to work calls out sick or fails to arrive for work, then the shift that is being relieved must notify the Executive Director or his designated representative, and one Operator from that shift must remain on duty and work until a replacement Operator or shift arrives to relieve him. Under no circumstances will the Plant be left unattended.

B. In the case where a scheduled overtime shift has not been filled through the normal procedures, then the employer reserves the right to make overtime assignments as deemed necessary to meet the Authority's need to operate the Plant.

SECTION VI - CALL-IN TIME:

An employee who is called and returns to work during periods other than his/her regular scheduled shift, shall be guaranteed four (4) hours pay at the overtime rate unless it is continuous to the normal work day.

SECTION VII - PAY SCALES OR RATES OF PAY:

Pay day shall be every 2nd Wednesday at the rates as per the Schedule attached.

An employee who performs work in a higher paid classification of employment than his own for two (2) hours or longer shall receive compensation at the rate of said higher classification. Any out of title work performed by an employee for less than two (2) hours, shall not be paid for at the higher rate.

It is further understood and agreed that management employees, who are not members of the bargaining unit, will not be restricted from acting in a capacity which would normally be performed by unit members. However, a unit member will perform work if he/she is available and qualified to perform the work in the sole opinion of the Executive Director or his designee.

SECTION VIII - HOLIDAYS:

A. There shall be thirteen (13) paid holidays during the term of this Agreement. The following days will be recognized under this Agreement:

1. New Year's Day
2. President's Day
3. Good Friday*
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. General Election Day
9. Veteran's Day
10. Thanksgiving Day
11. Christmas Eve
12. Christmas Day*
13. New Year's Eve

Easter shall be considered a holiday for the purpose of computing overtime for all employees required to work on that day. However, Easter shall not be considered a holiday for any other employees.

B. The date of each holiday shall be in compliance with the New Jersey State Calendar.

C. In order to qualify for holiday pay, an employee must work his/her scheduled workday immediately preceding and/or immediately following the holiday unless on an excused absence. (An excused absence is defined as a vacation day, personal day, sick day or a paid leave of absence).

D. In the event that a holiday falls within an employee's vacation period or on a day which is the employee's normal day

*Other holidays of religious or ethnic observance may be substituted for Good Friday and Christmas Day at the request of the employee, provided that such requests are made sixty (60) days in advance of the substitute day.

off, the holiday shall be celebrated insofar as possible at the employee's option, subject to the Executive Director's approval, provided that two (2) weeks notice is given. In that event, the employee shall be allowed an alternate date, the employee shall ask the Executive Director at least two (2) weeks prior to the first day of his/her vacation period for the date the employee wishes to take off.

E. A permanent employee with two (2) or more consecutive months employment is eligible for holiday pay.

F. Whenever a holiday falls during the time an employee is on paid sick leave that day will not be charged against his/her sick leave.

G. An employee who is on leave of absence without pay will not be eligible for holiday pay.

SECTION VIII - PERSONAL LEAVE:

A. Leaves of absence with pay, for personal business shall be granted at a maximum of sixteen (16) hours per year, after completion of one full year of employment, which leaves of absence shall, if unused, not be cumulative from year to year. Personal business shall include: illness or death of family or friend; attendance at weddings or other related celebrations; attendance in court; personal or legal business matters or family matters which cannot be attended to outside the scheduled work hours; or any other emergency or urgent reason, if approved by the Executive Director or his designee.

All request for personal days leave of absence shall be in written form within forty-eight (48) hours in advance thereof except in the case of an emergency when a request may be made verbally. Verbal requests must be followed within one week by a written request.

B. Personal days may be taken at the pleasure of the employee, provided that the Employer has sufficient remaining employees to conduct Employer's business and provided that the employee provides the Employer with adequate notice thereof.

C. The respective employee shall be paid his/her hourly rate of pay for his/her usual work hours for any such days of excused absence which occur during his/her normal work week.

SECTION IX - VACATIONS

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

A. An employee will receive vacation with pay according to the following schedule computed from the employee's anniversary date of employment, each vacation day being an eight (8) hour day:

1. Forty-eight (48) hours during the first year of employment to be taken after the probationary period. Vacation

for the first year of employment shall be pro-rated, that is an employee earns one-half (1/2) a vacation day for each month worked during the first year of employment and may take the number of full days of vacation he or she has earned by the time the vacation is requested.

2. Ninety-six (96) hours per year during the second year of employment, up to and including five (5) years of employment.

3. One hundred and forty-four (144) hours per year for each year of employment beyond five (5) and up to and including twelve (12) years of employment.

4. One hundred and ninety-two (192) hours per year after twelve (12) years of employment.

B. Vacation periods shall be approved and scheduled by the Executive Director. Employees with the greatest length of service receive preference in choice of vacation period insofar as effective staffing requirements permit provided they have submitted vacation request slips in accordance with Paragraph J below. Employees may request specific vacation periods subject to the time they have available at any time during the year.

C. Each employee granted a vacation will be paid therefore, at his/her basic hourly wage rate for his/her regular classification in effect at the time such employee takes said vacation.

1. An employee eligible for six (6) days vacation shall receive forty-eight (48) hours pay at the employee's classified rate as aforesaid.

2. An employee eligible for twelve (12) days vacation shall receive ninety-six (96) hours pay at the employee's classified rate as aforesaid.

3. An employee eligible for eighteen (18) days vacation shall receive one hundred and forty-four (144) hours pay at the employee's classified rate as aforesaid.

4. An employee eligible for twenty-four (24) days vacation shall receive one hundred and ninety-two (192) hours pay at the employee's classified rate as aforesaid.

D. If any part of the annual vacation leave is not taken within the year because of the pressure of work in the department, such vacation accumulates to the credit of the individual employee, and must be taken during the next six (6) months following. It is the responsibility of the Executive Director to inform employees of the provision, and to see that vacations are taken within the time allotted.

E. Vacation shall normally be taken in consecutive days, but may be divided and/or split and taken at various non-consecutive days at the pleasure of the employee with the approval of the Executive Director in his sole discretion and provided that the Employer has sufficient remaining employees to conduct Employer's business and provided that the employee provides the Employer with a two (2) week notice thereof; however, vacation periods of two (2) days or less will require only a forty-eight (48) hour notice from employee to Employer. Such request will not be unreasonably denied.

F. An employee who is retiring or who has otherwise separated on good terms shall be entitled to any earned vacation leave which may have been carried over and any current vacation time. An employee who is terminated for cause or who quits without giving proper notice (2 weeks) shall not be entitled to any vacation time whether carried over or current.

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

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

I. An employee called back to work while on vacation shall receive double time for that time.

J. The Employer shall post a notice by March 1st of each year which will remain posted for a two (2) week period requesting that employees submit vacation request slips. The Employer shall post a vacation schedule by April 1st of each year giving preferential vacation to the employees who submit slips in accordance with their seniority. Those employees who receive scheduled vacation time in accordance with this paragraph will receive priority over those employees who fail to request a vacation regardless of seniority. However, all such vacation requests are subject to the approval of the Executive Director provided that sufficient employees will remain in the

necessary job classifications in order to run the Employer's plant in a safe and efficient manner.

K. An employee who is taking five (5) or more consecutive vacation days may receive his/her paycheck prior to vacation time if the employee requests such early payment six (6) weeks prior to the beginning of his/her vacation.

ARTICLE VIII

GENERAL PROVISIONS

SECTION I - BULLETIN BOARDS:

The Employer agrees to make available a bulletin board at the Treatment Plant exclusively for use by the bargaining unit. The said bulletin board is the only location where posting of union notices is permitted. Only the following notices may be posted on the said bulletin board, provided they are first approved and initialed by the shop steward:

1. Union meetings
2. Union elections and returns
3. Union appointments to office
4. Union recreational or social affairs

SECTION II - CLASSIFICATION

The classification for employees covered by this Agreement shall be established by the Employer. Any newly established classifications or any changes in the existing classifications will be discussed with the Union prior to implementing.

The review and establishment of all job descriptions will be accomplished in 1992, and these revised job descriptions will be reviewed and discussed with the Bargaining Unit before adoption by the Authority.

The Bargaining Unit will appoint a Committee comprised of the Shop Steward, two Union members (selected by the Unit) and a representative from Local 172 to act on the Unit's behalf in this matter.

SECTION III - SAFETY AND HEALTH:

A. **JOINT SAFETY COMMITTEE:** The Employer and the Union hereby designate a Joint Safety Committee. It shall be the joint responsibility of the Safety Committee to investigate and advise for the correction of unsafe and unhealthy conditions.

The Executive Director shall be the Chairman of the Safety Committee. The Union representation on this committee shall consist of the shop steward and one additional Union employee, designated by the Union. The Employer representation shall consist of the Executive Director or his designee and one supervisory employee.

The Committee shall meet periodically as determined by the Executive Director but no less than quarterly.

The employees shall report all safety hazards at once to the Executive Director. Failure to report safety hazards will be sufficient cause for disciplinary action. The Joint Safety Committee will investigate the reported safety hazard or complaints at a time determined by the Executive Director. If the Executive Director finds it necessary to schedule the Joint Safety Committee's meetings or investigations during a committee member's working hours, such committee members shall be paid for the time spent in committee activities at his or her regular

rate of pay. The findings of the Committee shall be utilized by the Executive Director to establish a course of remedial action.

B. PHYSICAL EXAMINATION AND INOCULATIONS: All employees shall submit to physical examinations from time to time as directed by the Employer or the Employer's physician, at the expense of the Employer, in order to insure good health and ability to perform required duties. The Employer shall also make inoculations available to each employee, at the Employer's expense, such inoculations to be taken in the sole discretion of the employee after consultation with his/her physician. Available inoculations shall include an annual tetanus booster shot for each employee.

C. EQUIPMENT: There shall be provided tools or devices, including safety helmets, deemed necessary by the Employer to protect the health and safety of the employee. It shall be the obligation of the employee to use those provisions issued for the benefit of the employee. Worn out items shall be returned for replacement. Employees shall wear safety helmets with protective liners at all times.

Failure to comply with safety procedures or to use required safety equipment will result in progressive disciplinary action:

1st Offense	Verbal
2nd Offense	Written
3rd Offense	1 Day Suspension without pay
4th Offense	3 Days Suspension without pay
5th Offense	Termination

Safety offenses will be based on a rolling 12 month time period from date of verbal warning.

SECTION IV - REST PERIODS:

The Employer shall grant two (2) paid fifteen (15) minute rest periods, one in the first part of the shift and one in the second part of the shift at a time and place designated by the respective department heads.

SECTION V - EMERGENCY:

In an emergency each and every employee shall be subject to call for overtime duty and it is each employee's responsibility to cooperate and accept such overtime work, when required. Emergency is hereby defined as that period of time when the health, safety and general welfare of the public is in jeopardy. The determination as to what conditions constitute an emergency will be at the sole discretion of the Employer and will not be the subject of the grievance procedure.

SECTION VI - REIMBURSEMENT FOR COURSES:

The Employer shall establish tuition reimbursement program.

A. Tuition reimbursement may be granted to employees. To be eligible, the employee may enroll in only such courses that meet the following requirements:

1. They are job related, as determined by the Executive Director.

2. They are non-work hour courses and the Executive Director has determined that the employee's participation in these courses will not interfere with the efficient operation of the plant or the employee's health or job performance.

B. An application form may be obtained from the Executive Director, which form must be completed and submitted at least one month prior to the first meeting of class. It is agreed that the school could be paid by voucher so that the employee would not have to pay and then seek reimbursement. Also, if the employee does not have satisfactory attendance, the Authority would be repaid from the employee's paycheck.

Under no circumstances will an Employee be reimbursed for taking a particular course more than two times. Under no circumstances will tuition reimbursement be granted for covering the costs of text books, materials, examination fees, or transportation. No tuition reimbursement will be granted for courses for which any part of the expenses are met by scholarships or G.I. education benefits.

ARTICLE IX

INSURANCE AND RETIREMENT BENEFITS

A. The Employer will provide, in full, the New Jersey State Health Benefit Plan, which includes Major Medical and Rider "J" for the employee and employee's family, or HMO.

1. All employees who have HMO as their basic medical coverage supplier will receive the HMO prescription plan as a part of their basic health insurance coverage. The employees will be responsible for the co-pay requirement which is currently \$2.50 per applicable prescription.

2. Employees who have Blue Cross and Blue Shield or PPO as their basic health coverage, will receive the following prescription plan:

After paying for their prescription and receiving it, they will submit the payment to the provider of basic health coverage and receive reimbursement back in the amount of 80% for Blue Cross and Blue Shield or 90% for PPO. They will then submit to the Employer for payment of the balance of the cost, less the co-pay portion.

An example of this would be if a prescription costs \$100, the employee would pay for that prescription at the time they obtain it, submit the bill to the major medical carrier which in this example is Blue Cross, from whom they will receive back 80% of the cost of the prescription, or \$80.00. They would then submit to the Authority for reimbursement of the balance of the prescription and would receive back from the Authority \$17.50 which is the \$20.00 difference minus the \$2.50 co-pay.

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

C. The Employer agrees to pay each employee up to \$175 in 1991/1992, \$200 in 1992/1993 and \$200 in 1993/1994 for dental coverage, provided employees turn the bill in to the Authority. Any or all of the allocation not used with the contract year, shall accumulate from year to year.

ARTICLE X

ACCESS TO PERSONNEL FOLDER AND EVALUATIONS

An employee shall within five (5) working days of written request to the Executive Director have an opportunity to review his/her personnel folder in the presence of the Executive

Director to examine and obtain if requested, a copy of any criticism, commendation or any evaluation of his/her performance or conduct prepared by the Employer during the term of his/her employment. An employee shall be allowed to respond in a reasonable length of time to anything therein and said response shall be placed in the employee's file.

It is agreed that an employee shall sign any written correspondence placed in his/her file and further that if an employee is exonerated of a charge after completing the grievance procedure, any pertinent correspondence would be removed from his/her file.

ARTICLE XI

WORK UNIFORMS

The Employer shall provide to each employee a five hundred dollar (\$500) clothing allowance each contract year, said allowance to be distributed as follows: effective December 1st of each contract year, two hundred and fifty dollars (\$250), and effective June 1st of each contract year an additional two hundred and fifty dollars (\$250).

The clothing allowance provided to each employee shall be used by the employee to purchase the following:

two sets of authorized clothing
(pants, shirts and jacket)

two (2) pairs of safety shoes

one set of foul weather gear.

The Executive Director shall approve all such clothing, shoes and foul weather gear which must meet state and federal

requirements. Any employee who fails to wear approved clothing, shoes and/or foul weather gear may, in the discretion of the Executive Director, be prevented from working and not paid for all such time until the employee shall comply with these requirements.

The Employer will pay a clothing allowance to new employees that is pro-rated by the number of months a new employee is employed before the bi-annual payment and after the completion of the probationary period.

ARTICLE XII

WAGES

Each employee covered by this Agreement for the period of December 1, 1991 to November 30, 1994 shall receive the wages as set forth for each job classification in Schedule "A" attached hereto.

ARTICLE XIII

TERM OF CONTRACT

This Agreement shall be of three years duration and shall be effective as of the first day of December 1991, and shall remain in full force and effect until midnight on November 30, 1994.

ARTICLE XIV

SEPARABILITY AND SAVINGS

If any provision of this Agreement shall be held invalid by operation of law or by tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending final determination as to

its validity, such provision shall be inoperative but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XV

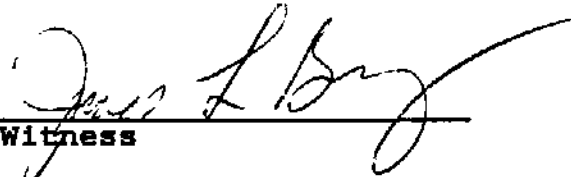
FULLY BARGAINED

A. The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and incorporate 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. This Agreement supersedes and cancels all prior practices, whether written or oral, unless expressly stated to the contrary.

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

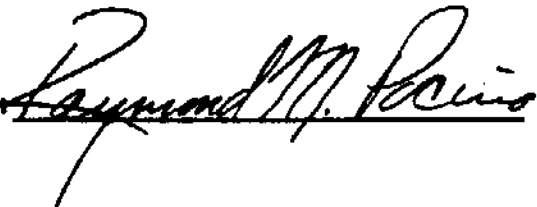
RARITAN TOWNSHIP MUNICIPAL
UTILITIES AUTHORITY (EMPLOYER)


Witness

By: 

CONSTRUCTION AND GENERAL
LABORERS' UNION, LOCAL 172
OF SOUTH JERSEY (UNION)


Witness

By: 

SCHEDULE "A"

JOB CLASSIFICATION

	<u>91-92</u>	<u>92-93</u>	<u>93-94</u>
<u>TITLE</u>	<u>Req.</u>	<u>Req.</u>	<u>Req.</u>
Operator Trainee	\$12.38	\$13.30	\$14.22
Operator Assistant	13.57	14.49	15.41
Shift Operator (Unlicensed)	15.09	16.01	16.93
Utility Man	12.83	13.75	14.67
Interceptor Maintenance	14.09	15.01	15.93
Interceptor Maintenance (Foreman)	14.84	15.76	16.68
Maintenance	16.02	16.47	16.93

Note: Probationary rate is \$.50 less than regular rate.

LICENSING INCREMENTS

C-1	\$1,352	S-1	\$1,352
C-2	2,704	S-2	2,704
C-3	4,264	S-3	4,264
C-4	5,824	S-4	5,824

The payment of licensing increments for Sewage Treatment Operator (S-1, S-2, S-3 and S-4) and for Collection System Operator (C-1, C-2, C-3 and C-4) will be made on a lump sum dollar amount as listed above for the license that the employee possesses. These payments will be divided evenly among twenty six (26) equal payments and will be included with the employee's regular pay.

The employee must present his valid license to the Executive Director for his review and inspection each year between January 1st and January 15th. When an employee obtains a higher license than the license for which he is currently

receiving an increment, upon notification to the Authority and the presentation of that valid license to the Executive Director for review and inspection, the Authority will then increase the licensing increment to the level of the license just obtained and will make the remaining payment for that year at the new rate.

The amounts listed above are fixed for the life of this Contract, and it is clearly understood that licensing increments are not part of the employee's hourly rate; and that there will be NO COMPUNDING OF LICENSES. If for some reason an employee's license should be suspended or withdrawn by the State of New Jersey, the employee's pay will be adjusted in accordance with that loss or suspension. It is the employee's responsibility to notify the Authority of any change in status of his license.

SHIFT DIFFERENTIAL

4 P.M. - 12 MIDNIGHT - Forty cents (\$.40) per hour

12 MIDNIGHT - 8 A.M. - Seventy cents (\$.70) per hour

8 A.M. - 4 P.M. - Fifteen cents (\$.15) per hour
(Saturday & Sunday)