

**AGREEMENT**

**between**

**STONY BROOK REGIONAL SEWERAGE AUTHORITY**

**and**

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

**Dated: March 12, 2004**



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## **AGREEMENT**

THIS AGREEMENT, made and entered into this 12<sup>th</sup> day of, March 2004 by and between STONY BROOK REGIONAL SEWERAGE AUTHORITY, Mercer County, Princeton, New Jersey, hereinafter referred to as the "Employer" and CONSTRUCTION AND GENERAL LABORERS' UNION LOCAL 172 OF SOUTH JERSEY, hereinafter referred to as the "Union".

## **PREAMBLE**

This Agreement represents the complete and final understanding on all bargainable issues between the Employer and the Union and is designed to maintain and promote a harmonious relationship between the Employer and each of its employees who are covered by Article I.A, 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**

#### **A. BARGAINING AGENT**

The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all of its employees in the following classifications: lead operators, operators, septage and sludge receiving operators, lead mechanic, maintenance mechanics, instrumentation mechanics, utility person, custodians, lab technicians, lab assistants, lab analyst and samplers, but excluding managerial executives, confidential employees and all other supervisory employees within the meaning of the New Jersey Public Employer-Employee Relations Act, and all other employees of the Employee.

B. NO STRIKE CLAUSE

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

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

3. It is recognized that the Employer is under legal obligation, under severe penalties, to provide the necessary facilities and to continuously operate and maintain said facilities to meet the conditions and standards set forth in the laws, regulations, permits and authorizations required of the Employer by all regulatory agencies.

C. DUES AND DEDUCTIONS

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

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

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

4. 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.

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

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

D. UNION REPRESENTATIVES

1. Representatives of the Union, who are not employees of the Employer, shall be admitted on the premises of the Employer, for Union business, after giving the Employer notice and after receiving permission from the Executive Director or his designee to enter onto the premises.

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

3. When an employee is to be written up or otherwise receive a reprimand that shall be included in the employee's personnel file, the shop steward or assistant shop steward must be present when the employee is written up or reprimanded.

E. EQUAL TREATMENT

1. 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.

2. 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 II**  
**MANAGEMENT RIGHTS**

It is recognized that the management of the Employer, the control of its properties and the maintenance of order and efficiency, are solely the responsibilities of the Employer. Accordingly, the Employer retains the rights, including, but not limited to, selection and direction of the working forces, including the rights to hire, suspend or discharge for just cause, the rights to assign, promote or transfer, the right to determine the amount of overtime to be worked, the right to relieve employees from duty because of lack of work, the right to decide the number and locations of its facilities, stations, etc. The Employer also retains the right to determine the work to be performed within the unit, including maintenance and repair, amount of supervision, training programs, machinery, tools, equipment, methods and schedules of work together with selection, procurement, designing, engineering and the control of equipment and materials. The Employer also retains the right to purchase services of others, contract or otherwise, in accordance with past practices.

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

**ARTICLE III**  
**SENIORITY**

A. **PROBATIONARY EMPLOYEES**

1. Newly hired employees shall be considered probationary employees for the first 180 days of their employment. Such employees may, during the probationary period, be terminated at any time without any recourse whatsoever. Anything to the contrary notwithstanding, the parties to the Agreement may extend the probationary period up to an additional thirty (30) days by mutual consent.

2. Upon completion of the probationary period, an employee's seniority shall be the employee's date of commencement of employment, including the probationary period, for purposes of computing benefits.

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

B. DEFINITION OF SENIORITY

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

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

1. Discharge
2. Voluntary quitting
3. Leave of absence for a period of more than thirty (30) working days, subject to the provisions of Article IV.G.1 and more than ninety (90) working days subject to the provisions of Article IV.G.3.
4. Failure of an employee to return to work upon recall within forty (40) hours of the time the Company has sent a notice to return to the employee's last known address appearing on the Company's records, unless excused by the Company by reason of illness or other

reasonable cause.

5. Absence due either to layoffs, disability or any other reasons for a period equal to the employee's seniority or eighteen (18) months, whichever is less.
6. Absence without notice for three (3) consecutive days. Any employee covered by this Agreement, who elects to be part of management, will lose all Union seniority rights during the time said employee is part of management. The employee may only return to the bargaining unit through the bidding procedure.

#### C. LAYOFF

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

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

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

#### D. SENIORITY LIST OR ROSTER

1. In all applications of seniority; where ability to perform work and physical

fitness are equal, seniority shall be given preference in promotions, demotions, layoffs, recall and vacation schedules.

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

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

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

#### **ARTICLE IV**

#### **LEAVES OF ABSENCE**

##### **A. SICK LEAVE**

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

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

sick leave upon loss of seniority, except if the termination is for cause.

3. Each employee may notify the Employer by December 5th of each year that he or she desires to be paid for that fiscal year's unused sick leave. Upon receiving such notice, the Employer shall pay said employees up to a maximum of twelve (12) days earned during that fiscal year and not taken, providing the employee has five (5) sick days remaining after payment. Payments will be made by December 12th of each year.

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

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

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

7. 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.

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

B. PERSONAL DAYS

1. Leaves of absence with pay, for personal business shall be granted at a maximum of three (3) days per fiscal year (such leave may be taken anytime during the fiscal year subject to being earned at the rate of one (1) day for each four (4) months of employment during the fiscal year), after completion of the probationary period, which leave of absence shall, if unused, not be cumulative from year to year. Personal days will be approved subject to coverage of operational requirements. In addition the Employer will grant a fourth Personal Day. This additional day will be awarded to each employee on the first day of December each year and will not be subject to being earned. All requests for personal days leaves of absence shall be in written form forty-eight (48) hours in advance thereof. Only in an emergency may such a request be made verbally. Verbal approvals must be followed within one (1) week by a written request. The respective employees shall be paid their hourly rate of pay for any such days of excused absence which occur during any employee's normal work week but in no event more than eight (8) hours for any one (1) day.

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

C. FUNERAL LEAVE

In the event of a death in the employee's immediate family, which shall be defined as spouse, children, parents and grandparents, or in the immediate family of the employee's spouse as defined above, or the death of a relative who resides with the employee, the department head or, in his or her absence, the Executive Director or his designee may grant the employee a leave of absence with pay not to exceed three (3)

days if deemed necessary.

D. OCCUPATIONAL INJURY

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

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

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

E. MILITARY LEAVE

1. An employee may be granted a leave of absence up to two (2) weeks to complete a military obligation. The employer will make up the difference in pay which

the employee receives from the military and regular pay.

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

F. 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 the employee's regular vacation period, personal days or sick leave accumulation. The employee will be paid the difference in pay between jury pay and regular pay only for the time required to serve on jury duty, and if there are times an employee is not scheduled for jury duty, then and in that case, he/she must report for work. All requests for jury duty leave must be filed with the Executive Director prior to the leave, subject to the Employer's right to verification. If the employee is released from jury duty on or before 10:30 a.m. on any morning, he/she is to return to work by 1230 hours.

G. NON-PAID LEAVE OF ABSENCE

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

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

3. The Employer will grant leaves in accordance with the Family and Medical Leave Act for periods of up to 90 days.

**ARTICLE V**  
**GRIEVANCES**

A. **GRIEVANCE PROCEDURE**

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

Step 1: The Union steward, with the aggrieved employee, shall take up the grievance or dispute with the employee's department head (or designee) within three (3) working days (Monday through Friday excluding holidays) of the date of the occurrence of the grievance. The department head (or designee) shall attempt to adjust the matter and shall respond to the steward within three (3) working days. If the grievance or dispute is not taken up in accordance with this provision within three (3) working days of its occurrence it shall be deemed abandoned.

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

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

Step 3: If the grievance still remains unadjusted, it shall be presented by the President (or Union Representative) to the Employer's Executive Director (or

designee) in writing within five (5) working days after the response of the Plant Manager or Executive Director's designee is due. The Executive Director shall meet with all parties involved within five (5) working days and shall render a decision in writing within five (5) working days following such meeting.

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

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

B. GRIEVANCE REPRESENTATION

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

**ARTICLE VI**  
**HOURS OF WORK**

A. **WORK WEEK**

1. The normal work week begins Sunday, 1st shift and ends at the end of the 3rd shift on Saturday. It will consist of five (5), eight (8) hour days with two (2) consecutive days off. All employees shall perform those duties or work requirements as directed, and as may be posted from time to time as outlined in the job descriptions.

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

1<sup>st</sup> shift, 2230 to 0630 hours;  
2<sup>nd</sup> shift, 0630 to 1430 hours;  
3<sup>rd</sup> shift, 1430 to 2230 hours.

A particular meal time of thirty (30) minutes is included in the shift time.

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

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

\* 3rd shift differential to be paid for hours worked from 1530 on.

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

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

4. The Employer reserves the right to establish other schedules in addition to those now existing, after consultation with the Union Representative and the affected employees, to maintain efficient, economical and orderly operations of the Employer's facilities; to provide the necessary continuous service to the users of the Employer's system, to prevent pollution of the water and streams in the Employer's district, or comply with regulatory agency requirements.

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

B. WORK SCHEDULE

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

C. OVERTIME

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

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

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

An employee who works more than four (4) hours of unscheduled overtime and who is scheduled on the previous shift shall receive a \$10.00 meal allowance, reasonable time to obtain said meal and shall be allowed a one-half hour lunch.

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

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

5. In the event that all attempts to fill the schedule due to someone calling off for a particular shift fail, the least senior person from the off-going shift will stay for the next shift. If the least senior person is coming off sixteen (16) continuous hours, then the second least senior person will stay for the next shift.

#### D. CALL-IN TIME

The mechanic who has standby responsibilities for the week will carry a cell and/or a beeper at all times. He/she will be the first person called in the event of a maintenance problem at any of the employer's facilities.

If the beeper rotation is changed after a vacation has been approved, then the next available employee on the rotation shall carry the beeper. In all other situations, the employee scheduled to carry the beeper shall be responsible to obtain coverage.

## **ARTICLE VII**

### **WAGES**

#### **A. BASE SALARY**

A. Each employee covered by this Agreement shall receive the hourly rate of pay, exclusive of overtime and/or holiday pay, for his or her classification as set forth in the attached Schedules A, B & C for the period December 1, 2003 through and including December 3, 2005

2. Pay day shall be every Friday.

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

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

5. Employees hired after December 1, 1997 will not be promoted beyond Operator III position unless they meet all of the requirements and there is an available

opening.

B. SHIFT ALLOWANCE

1. There shall be a shift allowance of sixty-five cents (65¢) per hour for all hours worked on the first shift (2330 to 0730 hours); a shift allowance of thirty cents (30¢) per hour for all hours worked on the third shift (1530 to 2330 hours); and a shift allowance of thirty cents (30¢) per hour for all hours worked from 1530 on, on the septage and sludge receiving shift of 0930 to 1800 hours.

2. Those employees who receive a shift allowance will be paid at third shift rate for sick days, personal days, vacation days and holidays.

C. S. LICENSE

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

For each license the employee qualifies for, the employee will receive the following increases over the employee's base salary:

(a) S-1 licensed operators shall receive a fifty cents (50¢) per hour increase over the employee's base salary rate.

(b) S-2 licensed operators shall receive a one dollar and five cents (\$1.05) per hour increase over the employee's base salary rate.

(c) S-3 licensed operators shall receive a one dollar ninety-five cents

(\$1.95) per hour increase over the employee's base salary rate.

(d) S-4 licensed operators shall receive a two dollars eighty-five cents (\$2.85) per hour increase over the employee's base salary rate.

2. The salary increases in Article VI.E.3 shall be granted upon the presentation of the letter notifying the employee that the licensing test has been successfully passed. In order to maintain this increase, employee must show proof that license remains valid by December 1 of each year.

#### D. COLLEGE LEVEL TRAINING

1. An employee shall receive the following increases upon completion of the requisite number of credit hours of college level and/or college level technical training and/or equivalent (exclusive of courses required for the State licensing and seminars), with prior approval from the Plant Manager, relating to his/her job classification.

(a) Employees who have completed twenty-four (24) credit hours shall receive a fifty cents (\$0.50) per hour increase over the employee's base salary rate.

(b) Employees who have completed forty-eight (48) credit hours shall receive a one dollar and five cents (\$1.05) per hour increase over the employee's base salary rate.

(c) Employees who have completed seventy-two (72) credit hours shall receive a one dollar and ninety-five cents (\$1.95) per hour increase over the employee's base salary rate.

(d) Employees who have completed ninety-six (96) credit hours shall receive a two dollar and eighty-five cents (\$2.85) per hour increase over the employee's base salary rate.

E. LONGEVITY

Those employees who have attained five (5) years of continuous service with the Employer shall receive a longevity pay bonus of thirty cents (30¢) per hour. Those employees who have attained ten (10) years of continuous service with the Employer shall receive an additional twenty cents (20¢) per hour to bring longevity pay bonus to fifty cents (50¢) per hour. Those employees who have attained fifteen (15) years of continuous service with SBRSA shall receive an additional ten (10) cents per hour to bring the longevity pay bonus to sixty (60) cents per hour.

F. OVERTIME PAY

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

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

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

(c) All work performed on the sixth (6<sup>th</sup>) work day as such of any work week, provided the employee has worked a total of forty (40) hours. Vacation time and personal days will be construed as days worked.

2. Double time the employee's regular rate of pay shall be paid for all work performed on the seventh (7<sup>th</sup>) work day, as such, of any work week. To qualify for pay at the double time rate under this section, the employee must work a minimum of three (3) hours on the sixth (6<sup>th</sup>) day of the work week.

3. All work performed on a holiday shall be paid for at time and one-half plus holiday pay. Work performed in excess of eight (8) hours on a holiday shall be paid for

at regular time plus time and one half if posted. If not posted, employee shall be paid for at the regular time plus double-time (so that the employee shall actually receive double time and one half if posted or triple time if not posted for the overtime hours worked on a holiday). There shall be no pyramiding of overtime compensation.

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

5. Any employee that signs up for overtime on his day off shall not be forced to stay for a second shift unless all other operators on that shift have worked 16 hours on that day, in which event coverage shall be determined by seniority, subject to the requirements of Article VI, Section C, Paragraph 4.

#### G. CALL-IN PAY

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

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

3. The mechanic on standby will receive as compensation one (1) hour's pay at his/her current base rate for each weekday and three (3) hour's pay at his/her current base rate for each holiday, Saturday and Sunday spent on standby.

#### H. VACATION PAY

1. The rate of vacation pay shall be the employee's regular straight time rate of

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

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

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

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

#### I. HOLIDAY PAY

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

2. Non-probationary employees are eligible for holiday pay.

3. Where an employee utilizes sick leave on a day they are scheduled to work that coincides with a holiday, that day will be charged against the employee's sick leave. The employee will be compensated for the sick leave and holiday at the straight time rate. Employees who are on leave of absence without pay, will not be eligible for holiday pay.

**ARTICLE VIII**  
**HOLIDAYS**

A. **PAID HOLIDAYS**

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

- (a) New Year's Day
- (b) Choice of either Martin Luther King's Birthday or General Election Day
- (c) President's Day
- (d) Good Friday
- (e) Memorial Day
- (f). Independence Day
- (g) Labor Day
- (h) Columbus Day
- (i) Thanksgiving Day
- (j) Day after Thanksgiving
- (k) Christmas Eve
- (l) Christmas Day

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

B. OBSERVANCE OF HOLIDAYS

1. In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. In the event a holiday falls on a Sunday, it shall be celebrated on the following Monday. This paragraph shall not apply to operators and to lead operators, whose holiday shall be the actual day the holiday is observed.

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

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

C. MARTIN LUTHER KING, MEMORIAL DAY AND COLUMBUS DAY

Martin Luther King's birthday, Memorial Day, and Columbus Day will be celebrated as observed.

**ARTICLE IX**  
**VACATIONS**

A. VACATION CREDIT

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

1. From employee's date of hire to the 5th anniversary date, vacation will be earned at the rate of 10/12ths of a day per month. When the employee reaches the 5th anniversary date, vacation is earned at the rate of 15/12ths of a day per month (1-1/4 days per month).

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

3. When an employee reaches the 15th year anniversary date, the employee begins to earn vacation at the rate of 22/12ths of a day per month (1-5/6ths days per month).

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

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

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

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

## B. VACATION SCHEDULING

Vacation allowance must be taken during the current fiscal year (December 1 through November 30) at such time as permitted unless the authority determines that it

cannot be taken because of pressure of work. The Employer reserves the right to spread the vacation periods over the full calendar year (12 months). Said vacation need not be taken in consecutive days, but may be divided and/or split and taken at various noncompetitive dates at the pleasure of the employee upon obtaining permission of Employer; provided, however, the Employer has sufficient remaining employees to conduct Employer's business, and provided further that the employee provides Employer adequate notice thereof.

C. VACATION CARRY-OVER

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

D. VACATION AND MILITARY SERVICE

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

E. VACATION CREDIT WHILE ON LEAVE OF ABSENCE

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.

F. VACATION REQUESTS

1. Employees who wish to use vacation time shall notify the Employer of vacation requests a minimum of three and one half (3 ½ ) months prior to the first requested date of vacation. Where a vacation request is properly submitted as required above, the Employer shall arrange for adequate coverage for the employee during the vacation.

2. Where an employee submits a request for vacation without proper notice as indicated in paragraph 1 above, such request may only be granted if the employee arranges for adequate coverage during the vacation.

3. Requests for vacation shall be granted in accordance with seniority, except that vacation requests made with proper notice as indicated in paragraph 1 above shall be given priority over requests made without such notice. All requests for vacation are contingent upon the Employer's ability to accommodate such requests without impairing general operations.

**ARTICLE X**  
**GENERAL PROVISIONS**

A. **BULLETIN BOARD**

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

B. **PROVISION IF AGREEMENT IS FOUND UNLAWFUL**

If any provision of this Agreement is subsequently declared by the legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect during the duration of this Agreement. The parties agree immediately to negotiate a substitute for the invalidated portion thereof.

C. CLASSIFICATION AND JOB DESCRIPTION

1. The classifications for employees covered by this Agreement shall be established by the Employer after reviewing and discussing the same with the Union.

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

3. Employer will give the Union one complete up to date copy of all job descriptions.

D. SAFETY AND HEALTH

1. The Employer will make a reasonable effort for the safety and health of its employees.

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

3. In order to provide a drug free workplace, the Company and the Union agree that the Company may conduct pre-employment medical examinations, including a drug screening. The Company reserves the right to mandate that a drug/alcohol test be taken immediately on any employee who causes or is involved in an industrial accident. If the test proves positive to illegal drugs or alcohol, or if the employee refuses to submit to such testing, the employee will be subject to disciplinary action, up to and including

discharge.

4. To further provide for a drug free workplace, the Company and the Union agree that the Company may conduct random drug testing of all Company employees in Safety-Sensitive Positions, as defined in the Company's Personnel Policy and Procedures Manual. Testing shall be conducted by an outside company in accordance with the guidelines and requirements set forth in the Company's Personnel Policy and Procedures Manual, provided that the Company shall retain the discretion to specify the number of tests per year and shall designate a representative to coordinate with the outside testing company in the administration of testing. Employees who refuse to submit to such testing or who test positive for illegal drugs or alcohol will be subject to disciplinary action up to and including discharge.

5. In conformance with the 1991 Omnibus Transportation Act, employees required to have a Commercial Driver's License; (CDL) will also be tested for drug and alcohol use randomly during each year, within two hours of any accident, whenever there is reasonable suspicion that drugs or alcohol are being used, and upon return to duty following a positive drug or alcohol test. Follow-up care with a substance abuse professional will be provided by the Employer after any positive drug or alcohol test.

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

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

8. The Employer will appoint a Safety Committee. The present union representative on the Safety Committee will remain on the Committee for a period of one (1) year. The Union will recommend three (3) qualified employees, any of which could

serve on the Committee. Employer will choose and appoint one (1) of the people recommended for a two (2) year term to the Authority's Safety Committee. The above procedure shall be followed every year in order to replace the term of the Union representative. It shall be the responsibility of the Safety Committee to investigate and recommend corrective action to alleviate unsafe and unhealthy conditions. The Committee will meet at least twice per year to review conditions in general, and to make recommendations to the employer when appropriate. The Employer will provide the Safety Committee members reasonable time to investigate safety or health complaints on AUTHORITY PROPERTY during their working hours at no loss of pay. The Safety Committee employees must first obtain permission from their immediate supervisors to participate in the investigation, and it is understood that during any such investigation they will not interfere with work assignments of others.

E. REST PERIODS

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

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

F. CONTRACTING WORK OUT

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

G. EMERGENCY

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

H. BIDS

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

2. The employees who bid shall be evaluated by the Employer and after consultation with the Union, the job shall be awarded after considering the following factors: seniority, job evaluation, skill and ability to perform the posted job.

3. An employee awarded a job under this Section shall be given a trial period of 180 days. The employee may, at any point during the trial period, be returned by the Employer to their prior position and classification as a result of unsatisfactory performance or work related issues.

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

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

**ARTICLE XI**  
**INSURANCE AND RETIREMENT BENEFITS**

A. MEDICAL

The Employer will offer the various medical plans available under the New Jersey State Health Benefits Plan.

B. DENTAL

The Employer will furnish dental insurance through the Ultra Dent Dental Plan (Plan 1), U.S. Life Co. Those employees who choose the Ultra Dent Dental Plan and accrue a third \$50 deductible for their family will be reimbursed the \$50 by the Authority.

C. PREMIUMS

The Employer will continue paying health and dental insurance premiums for up to three months for employees laid-off due to lack of work; up to six months for employees on disability; and up to eighteen months from the date of injury for employees on Workers Compensation.

D. LIFE INSURANCE AND DISABILITY INSURANCE

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

E. PENSION

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

F. DEFERRED COMPENSATION PLAN

The Employer offers a voluntary deferred compensation plan under Federal IRS Code Section 457. The employer does not contribute to the plan but will pay for the administrative costs of the plan.

G. UNION RETIREMENT PLAN

The Employer will agree to administer the payment to the Union Retirement Plan for those employees who sign the appropriate payroll deduction forms. The payments will be voluntary contributions from after tax dollars.

H. EMPLOYEE ASSISTANCE PROGRAM

The Employer agrees to provide an Employee Assistance Program.

**ARTICLE XII**

**ACCESS TO PERSONNEL FOLDER AND EVALUATIONS**

A. PERSONNEL FOLDER

An employee shall within five (5) working days of written request to the Executive Director have an opportunity to review his/her personnel folder in the presence of an appropriate official of the Administrative Department to examine any criticism, commendation or any evaluation of his performance or conduct prepared by the Employer during the term of this Agreement. He shall be allowed to respond in a reasonable length

of time to anything therein and said response shall be placed in his file.

B. EVALUATIONS

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

**ARTICLE XIII**  
**WORK UNIFORMS**

A. ISSUANCE OF UNIFORMS

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

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

Four (4) pair of pants.

All shirts and pants shall be cotton, if available.

B. SAFETY BOOTS

The Employer agrees to pay up to a maximum of one hundred twenty-five dollars (\$125.00) each calendar year toward the purchase of safety boots. The employee must present a valid receipt to the Authority to obtain this shoe allowance. Shoes must be Class 75 safety shoes.

C. WINTER CLOTHING ALLOWANCE

The Employer agrees to pay up to sixty-five dollars (\$65.00) every other calendar year toward the purchase of either a winter coat or winter pants. The employee must present a valid receipt to the Employer to obtain this winter clothing allowance .

D. WINTER CLOTHING DISTRIBUTION

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

E. ADDITIONAL AND/OR REPLACEMENT CLOTHING

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

F. CLOTHING STIPULATIONS

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

It is further understood and agreed that certain items of clothing are replaced annually while others are replaced less frequently. Those items replaced annually are the shirts and pants referred to in this Article.

When possible, all clothing shall be American made.

**ARTICLE XIV**  
**TERM OF CONTRACT**

This Agreement shall be effective as of the 1<sup>st</sup> day of December 2003 and shall remain in full force and effect until 11:59 p.m. on November 29, 2006

**ARTICLE XV**  
**SEVERABILITY AND SAVINGS**

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

**ARTICLE XVI**  
**FULLY BARGAINED**

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

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

WITNESS: STONY BROOK REGIONAL SEWERAGE  
AUTHORITY

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

WITNESS: CONSTRUCTION AND GENERAL  
LABORERS' UNION LOCAL 172 of SOUTH  
JERSEY

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

	Schedule A	Schedule B	Schedule C
<b><u>Rate Schedule Effective</u></b>	<u>12/01/03</u>	<u>12/02/04</u>	<u>12/03/05</u>
1. Lead Mechanic	\$24.83	\$25.70	\$26.60
2. Mechanic I	\$23.45	\$24.27	\$25.12
3. Mechanic II	\$21.74	\$22.50	\$23.29
4. Mechanic III	\$20.71	\$21.43	\$22.18
5. Septage & Sludge Receiving Oper.	\$19.67	\$20.36	\$21.07
6. Lead Operator	\$24.83	\$25.70	\$26.60
7. Operator I	\$21.74	\$22.50	\$23.29
8. Operator II	\$20.71	\$21.43	\$22.18
9. Operator III	\$19.67	\$20.36	\$21.07
10. Operator IV	\$16.51	\$17.09	\$17.69
11. Environmental Technician	\$19.67	\$20.36	\$21.07
12. Lab Supervisor *	\$24.83	\$25.70	\$26.60
13. Lab Tech I	\$21.74	\$22.50	\$23.29
14. Lab Tech II	\$20.71	\$21.43	\$22.18
15. Lab Tech III	\$19.67	\$20.36	\$21.07
16. Sampler I	\$20.86	\$21.59	\$22.35
17. Sampler II	\$19.85	\$20.54	\$21.26
18. Custodian	\$17.22	\$17.82	\$18.45
19. Utility Person	\$24.83	\$25.70	\$26.60
20. Instrumentation Mechanic	\$24.19	\$25.04	\$25.91
21. Lead Instrumentation Mechanic	\$24.83	\$25.70	\$26.60
*The term "Supervisor" shall be used for this classification only because it is mandated by the NJDEP.			
Schedule A Increase = 3.5%			
Schedule B Increase = 3.5%			
Schedule C Increase = 3.5%			
The hiring rate for all jobs shall be \$.50 per hour less than the rate of the job, and full rate of the job shall be paid after completion of ninety days of employment			