

PLANT, SYSTEMS OPERATIONS AND MAINTENANCE

AGREEMENT

BY AND BETWEEN

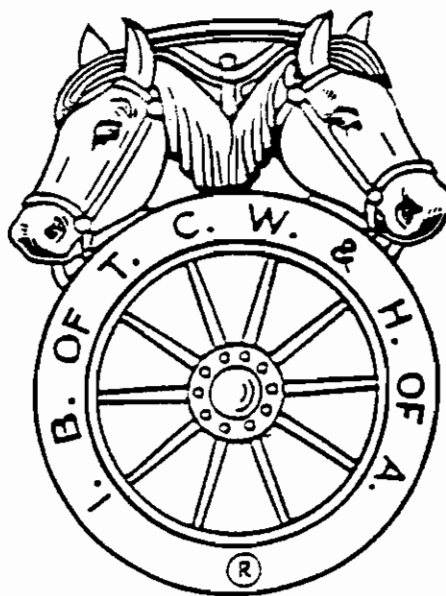
WESTERN MONMOUTH UTILITIES AUTHORITY

AND

HIGHWAY AND LOCAL MOTOR FREIGHT DRIVERS,
DOCKMEN AND HELPERS, LOCAL UNION NO. 701

AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS.

EFFECTIVE FEBRUARY 1, 1993 THROUGH JANUARY 31, 1996



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WESTERN MONMOUTH UTIL AUTH PLANT 2/1/93-1/31/96

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ARTICLE 1 CONTINUED

3. Nothing contained herein shall be construed to deny or restrict the Authority in its exclusive right to administer the Authority and control the work of its personnel, nor to deny or restrict the Authority in any of its rights, responsibilities, duties, or authority under N.J.S.A.40-14B, the Sewerage Authority Law or any other national, state, county, or local law or ordinance.

ARTICLE 2. POLICY AGREEMENTS

A. NON DISCRIMINATION

The Authority and the Union agree there shall be no discrimination against any employee because of age, sex, marital status, color, religion, national origin, physical handicap, political affiliation, Union membership, or legal Union activity permitted herein.

B. DUES DEDUCTION

1. The Authority agrees to deduct from the wages or salaries of its employees, subject to this Agreement, dues for the Union. The amount of dues will be certified to the Authority by the Secretary-Treasurer of the Union, and such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9 (e) as amended. Said monies together with records of any corrections shall be forwarded to the Union office in accordance with the monthly bill-paying cycle of the Authority.

2. If, during the life of this Agreement, there should be any change in the rate of membership dues, the Union shall furnish to the Authority written notice prior to the effective date of such change, and shall furnish to the Authority either a new authorization from each of its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the Secretary-Treasurer or President of the Union advising of such changed deduction.

ARTICLE 2 CONTINUED

3. The Union shall provide the necessary Authorization forms, secure the signature of its members on the forms, and deliver the signed forms to the Executive Director of the Authority. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands, suits or other forms of liability that should arise out of or by reason of action taken by the Authority in reliance upon wage or salary deduction authorization cards submitted by the Union to the Authority or in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.

4. If a full-time regular employee is not a member of the Union, said employee shall be required to pay a representation fee to the Union. The representation fee, in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees, and assessments charged by the Union, 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 eighty-five per cent of the regular membership dues, fees, and assessments.

C. STRIKES-LOCKOUTS

1. It is agreed, subject to the laws of the State of New Jersey applicable thereto, that the Union, its officers and representatives, and the employees covered by this Agreement will not strike, slow down, picket, or engage in any job action that interferes with the Authority's operation of its facility during the term of this Agreement. Likewise, the Authority agrees there will be no lockout of employees during this Agreement.

2. Should there be a strike, picketing job action or interruption of or interference with the Authority's operations, or violations of this Article in any manner by the Union and/or the employees covered hereunder during the term of this Agreement, the Union by its officers, agents, and shop steward, shall immediately declare in writing the action so taken as illegal and unauthorized and order said employees to immediately cease the said activity and to resume their full job activities. The Union agrees further to cooperate with the Authority, to remedy any such situations by immediately giving written notice to the Authority and the employees involved, declaring the said activity unlawful and directing the employees to return to work.

ARTICLE 2 CONTINUED

3. The Authority shall have the right to take such disciplinary action which it deems necessary against any or all of the employees who participate in the aforementioned improper activity and such participation could constitute just cause for discharge.

4. These agreements are not intended to limit the freedom of speech or demonstration of the individual.

ARTICLE 3. AUTHORITY RULES

A. RESPONSIBILITY

It shall be the responsibility of the employee to be aware of the contents of this Agreement and any additions necessitated by its provisions.

B. LATENESS

Whenever an employee is delayed in reporting for a scheduled work shift, he/she should attempt to contact his/her supervisor in advance, if possible. An employee is late when he/she is not punched in and ready to work at his/her scheduled starting time.

C. REST AND MEAL BREAKS

1. All employees shall receive two fifteen-minute rest breaks during their normal work day. The break times will be near the middle of the first half and second half of each shift. The rest breaks of Operations staff shall be staggered to assure coverage of the Operations board.

2. An unpaid meal break shall be provided to all work shifts except the 10:00 PM to 8:00 AM shift. These breaks shall be properly punched on the time cards. The meal breaks of the Operations staff shall be staggered to assure coverage of the Operations Board.

3. On days when paychecks are distributed, the meal break of the day shift shall be extended for fifteen minutes for the purpose of conducting any necessary banking transactions. This additional fifteen minutes shall be given without any loss of time or pay.

ARTICLE 3 CONTINUED

D. EXISTING RULES AND REGULATIONS

The Union recognizes the existence of all existing Rules and Regulations, terms of employment, and personnel notices issued by the Authority. A Joint Labor Management Committee shall be formed which shall meet to consolidate, formulate and revise all work rules, employee's guide to conduct, and any other matters, to insure that only one set of rules exists with regard to discipline. Management will issue and distribute to each employee a copy of the work rules and regulations.

E. NEW RULES

The Authority may establish such Authority rules as it deems necessary or desirable, provided that such are not in conflict with the terms and provisions of this Agreement and further, provided that any controversy arising out of the establishment or exercise of any such rules is subject to the grievance procedure.

The Authority shall provided a list of all management personnel who can respond to grievances or issue rules.

ARTICLE 4. DISCIPLINE AND DISMISSAL

A. DEFINITION

Discipline of an employee shall be imposed only for just cause, and shall be defined as any written warning notice, suspension, demotion, or dismissal.

B. WARNING NOTICE

1. Any written warning notices issued by the Authority shall be given to the employee involved, and a copy of the same shall be given to the Union Steward and the Union.

2. Any warning notice shall not remain in effect for a period of more that eight (8) months providing the employee does not receive any additional warning notice.

ARTICLE 4 CONTINUED

* 3. No warning letter or letter of suspension shall be considered valid unless issued by the Employer within ten (10) days excluding Saturday, Sundays and Holiday's from the date the Employer knew of or reasonably should have become aware of the specific grounds and circumstances upon which it is based.

C. SUSPENSION

An Employee shall not be suspended until the Local Union has been given two day's notice by phone and/or in writing (Saturday, Sunday and holidays shall be excluded in determining the two-day period) unless the circumstances are such that the Authority or the employee would be better served by his/her not being at work.

D. DISMISSAL

The only causes for immediate dismissal prior to a hearing shall be for:

1. Theft of money, goods, or merchandise.
2. Being under the influence of alcohol while at work.
3. Being under the influence of drugs while at work.
4. Punching in or out another's time card without express permission by the Authority.
5. Possession of drugs, alcohol, or television sets on the premises.
6. Falsification of test results. *Bonafide errors will not be deemed to be a falsification of test results.
7. Calling or engaging in an unauthorized slowdown, walkout, or strike.
8. Assault on an employer or his representative.
9. Falsification of Application for Employment.
10. Intentional Falsification or modification of time card.
11. Sleeping on the job.

ARTICLE 5. UNION RIGHTS AND REPRESENTATIVES

A. ACCESS TO PREMISES

Authorized representatives of the Union shall have access to the Authority's premises at a mutually convenient time for the purpose of adjusting disputes, investigating working conditions, collective dues and ascertaining that the Agreement is being adhered to providing there is no interruption of the Authority's business therefrom.

ARTICLE 5. CONTINUED

B. INSPECTION OF PAYROLL RECORDS

An authorized representative of the Union shall have the right to inspect the Employer's pay records, time cards, welfare and pension fund records and/or other records of the employees at a mutually convenient time.

C. REPRESENTATION LISTS

1. The Union agrees to furnish the Authority with a complete list of Union representatives, including the Shop Steward.

2. The Authority shall provide to the Union a list of all management representatives who will respond to the grievance procedure or other designated functions or issue rules.

D. UNION STEWARD

1. The Authority recognizes the right of the Union to designate a Shop Steward, and to remove said Steward at any time for the good of the Union.

2. Said Steward shall handle such Union business as may from time to time be assigned to him/her by the Union.

3. Said Steward shall have no authority to take any action that will interrupt or interfere with the Authority's business or operation.

4. Said Steward shall have super seniority for lay-off purposes.

* 5. The Shop Steward or his/her designed alternate shall be permitted reasonable time to investigate, present and process grievances on the company property without loss of time or pay. Such time spent in handling grievances during the Shop Steward's or his/her designated alternate's working hours shall be considered working hours in computing daily and/or weekly overtime, provided that this does not interfere with the performance of his/her regular duties.

ARTICLE 6 GRIEVANCE, PROCEDURE, AND ARBITRATION

A. DEFINITION

The Authority and the Union shall recognize the concept of performing work under protest and filing a grievance after the fact. A grievance is a dispute arising over the interpretation or application of any of the terms and conditions of employment expressed within this Agreement or any policy or administrative decision which affects the terms and conditions of employment expressed within this Agreement

B. PROCEDURE

1. An employee having a grievance should present his/her grievance in writing to the Executive Director within seven working days of the date of occurrence of the matter or matters over which the grievance has arisen. The grievance should contain a definition of the nature of the grievance, the relief sought, and a statement of any previous discussions regarding this matter. The Executive Director shall communicate his or her written answer to the grievance within ten working days from the date of receipt of the written grievance.

2. If the grievance is not resolved at the above step, then the aggrieved employee may, no later than seven working days from the receipt of the Executive Director's answer, request a review of the decision by the members of the Western Monmouth Utilities Authority. The request for such a review should be submitted in writing through the secretary of the Authority, and attached to said request should be all papers related to the matter being grieved. The members of the Authority or a designated committee shall review the grievance and shall, if they deem necessary, hold a hearing with the employee, his representatives, and any relevant witnesses. A written answer or decision shall be rendered by the Authority within fifteen working days from the date of receipt of the request for review or within fifteen working days from the date of the hearing, if any is held.

3. If the grievance is still not resolved after the above step, the employee may request a review by a third party. To do so, the aggrieved employee must file a written request for such review within ten working days from receipt of the answer from the Authority to the Union, a copy of which should be sent at the same time to the Executive Director of the Authority.

ARTICLE 6 CONTINUED

4. Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall permit the employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

C. ARBITRATION

1. If the Union determines that a grievance is meritorious and required a review by a third party, it may file a request for arbitration with the New Jersey Mediation Service within fifteen working days from the date of receipt of the request from the aggrieved employee.

2. Selection of an arbitrator and the conduct of any arbitration shall be in accordance with the established rules and regulations of the American Arbitration Association.

3. In rendering a decision, the arbitrator shall be limited to the issues submitted as well as the definition of arbitration contained herein and shall consider nothing else. The arbitrator cannot add to or subtract from, change or modify, the Agreement between the parties.

4. The decision of the arbitrator shall be final and binding upon the parties for the duration of the Agreement.

5. The arbitrator's fee and his/her reasonable expenses shall be paid by the losing party. All other costs shall be borne by the party incurring such costs.

ARTICLE 7. SENIORITY AND PROBATIONARY EMPLOYEES

A. SENIORITY

1. Seniority shall be defined as the continuous length of employment with the Authority from the employee's date of last hire. At the expiration of the probationary period, the employee's seniority shall date from the date of his/her last hire.

2. Seniority, skill, and ability to perform the available work shall be considered in the matter of the selection of vacation, promotions, demotions, transfers, and permanent layoffs.

ARTICLE 7 CONTINUED

3. An employee shall lose his/her seniority rights for any of the following reasons:

- (a) If an employee resigns.
- (b) If an employee is discharged.
- (c) If an employee does not return to work within seventy-two hours when recalled from layoff, unless excused for illness or other valid reasons.
- (d) If an employee is absent for three or more consecutive days or shifts without notifying the Authority, unless the employee can establish that it was impossible to do so.
- (e) If an employee is laid off for a least twenty-four months.

4 The Authority shall provide an updated seniority list. The Employer shall post in a conspicuous place at the employer's facility, a list of employee's arranged according to their seniority.

B. PROBATIONARY EMPLOYEES

1. All newly-hired employees shall be on probation for a period of sixty days following the calendar date of hire. The Authority shall have the right to increase the aforesaid probationary period for an additional period not to exceed thirty days, subject to Union Agreement. Such agreement is not to be unreasonably withheld by the Union. A leave of absence for any reason, including sickness, will extend the probationary period by the number of days of leave of absence taken.

2. During the probationary period, an employee may be discharged for any reason which need not be stated by the Authority, and, in which event, there is no recourse by the Union or the employee to the grievance procedure or arbitration in this Agreement.

3. Unless specifically provided otherwise in this Agreement, probationary employees will be entitled to receive no paid benefits other than wages. However, they will receive seniority credit toward paid benefits following the probationary period.

ARTICLE 8 HOURS OF WORK AND OVERTIME

A. HOURS OF WORK

The regular workday shall consist of eight hours and the regular workweek shall consist of five days in any workweek, except those employees whose regular shift shall consist of ten hours per day and four days per week. The workweek shall begin on Monday at 8:00 AM.

B. OVERTIME

1. Time and one-half the employee's regular straight-time rate of pay will be paid to employees for all hours worked in excess of eight hours in any workday except for those employees whose regularly scheduled shift is ten hours per day. They will receive time and one-half for all hours worked in excess of ten hours in any workday. With the written permission of the Operations Manager, this can be waived by employees wishing to switch or trade off times of shifts.

2. Time and one-half the employee's regular straight-time rate or pay will be paid to employees for all work done on the sixth consecutive day worked in a workweek. Double time the employee's regular straight-time rate of pay will be paid to employees for all work done on the seventh consecutive day worked in the workweek. Those employees whose regular shift consists of ten hours shall receive one and one-half their regular straight-time rate of pay for all work done on the fifth day and the sixth day and double time on the seventh day in any workweek. They do not necessarily have to be consecutive days.

3. There shall be no pyramiding of overtime or premium rates.

4. Time and one-half the employee's regular straight-time rate of pay will be paid to employees for all work done on scheduled holidays.

5. Meals allowance shall be *\$5.00 and payable when an employee works four or more hours of unscheduled overtime.

ARTICLE 8 CONTINUED

C. OVERTIME DISTRIBUTION

1. An overtime log shall be kept and updated weekly in order that scheduled and unscheduled overtime work will be divided as equally as possible and practicable among the employees qualified to do the work.

2. The order of preference for overtime will be based on section, position, and the least amount of overtime hours worked up to that week. The Authority shall provide a list of all personnel qualified for specific overtime work. *This list shall be updated every three (3) months.

3. Unscheduled overtime work offered but refused by an employee shall be counted as overtime worked for the purposes of determining the equitable distribution of overtime. *Once the overtime list has been exhausted, the least senior person will work the overtime. If the least senior person has a bonafide emergency, the next least senior person will complete the overtime.

4. When a position with a higher rate of pay is worked by an employee, he will receive the posted rate of pay. When a position with a higher rate of pay is worked by two or more employees, the posted rate of pay will be given first to the employees working within his section, and then to the employee with the most seniority. When a selection is made between two trainees to work a higher position, management will make the choice with consideration of seniority. *"Call-In" Anytime two (2) or more employees work, the senior employee must receive in charge pay. *When a position with a higher rate of pay becomes available in either in-plant maintenance and/or outside maintenance for a minimum period of five working days, the senior employee of that department shall be paid the higher rate of pay on all overtime work during this period.

5. On their date of hire, new employees will be credited with the highest amount of overtime hours that has been charged to any employee up to that date.

ARTICLE 8 CONTINUED

D. CALL-OUTS

1. Employees who are on call from home to work after completing their regular shift of duty shall receive three hours of their overtime rate of pay if they are called out.

2. If the required work on a call-out exceeds three hours, or if any additional or unscheduled call-outs are necessary, the employee shall receive one and one-half his regular rate of pay for each hour worked.

3. The employee is required to do only that work which is necessitated by a call-out, and any additional call-out work. The employee may not be kept to do routine maintenance to fill the three-hour call-out period.

4. Employees are obliged to respond to and comply with the call-out requirement. Employees will make best efforts to respond to call-ins by beeper. Failure to respond to the beeper will not be automatic imposition of discipline. The Authority will make best efforts to spread the responsibility for beeper call-ins equally and over a larger number of employees. *All beepers supplied by the Authority must have a fifty (50) mile range.

ARTICLE 9 JOB POSTING AND ANNOUNCEMENTS

A. JOB POSTING

1. Whenever job openings or newly-created jobs occur, the Authority shall post notice thereof for a period of four working days in such place or places where notices are customarily posted.

2. The requirements for the job shall be listed in addition to any required licensing or specific educational requirements. If jobs requirements are upgraded, seniority will first be considered. Existing employees will be given a reasonable amount of time to gain the qualifications.

3. The successful applicant shall be determined on the basis of his skill, ability, knowledge to perform the work required, and primarily, the employee's seniority.

4. Employees shall be afforded a trial period of up to sixty (60) days to qualify. During this trial period, the employee shall receive the posted rate of pay.

ARTICLE 9 CONTINUED

5. If the employee fails to qualify, he shall be returned to his former job and receive his former rate of pay. Once qualified, the employee shall receive the new rate of pay.

6. * All job openings must be filled thirty (30) days from the date of posting.

B. ANNOUNCEMENTS

Announcements describing various work-related, medical, educational, etc., programs shall be prominently posted in order that interested employees may have an opportunity to be informed and apply for such programs.

ARTICLE 10 COMPENSATION PLAN AND PROGRAM

A. *WAGE RATES

The following minimum wage rates as set for 1992 and 1993,1994,1995 Authority fiscal years are:

<u>TRAINEE</u>	<u>FIS.YR'92</u>	<u>2-1-93</u>	<u>2-1-94</u>	<u>2-1-95</u>
START	12.32	13.02	13.72	14.42
SIX(6)MONTHS	12.62	13.32	14.02	14.72
ONE(1)YEAR	12.92	13.62	14.32	15.02
TWO(2)YEARS	14.22	14.92	15.62	16.32
LABORATORY TEC	14.22	14.92	15.62	16.32
OPERATOR IN CH.	15.62	16.32	17.02	17.72
MAINTENANCE CH.	15.62	16.32	17.02	17.72

B. *LICENSES

The following bonus payments per year shall be made in equal weekly payments to employees who obtain licenses that demonstrate proficiency in skills required by the Authority. *License stipends will be increased by 3% per contract year. Employees currently holding dual licenses and receiving dual stipends will continue to receive same. Any employee currently enrolled in a program for an extended license will receive the stipends as outlined. However, effective upon signing, the employer will pay for the highest grade license only. The employer will no longer pay for dual licenses except for those employees holding a Black Seal License.

ARTICLE 10

CONTINUED

	FIS.YR'92	2/1/93	2/1/94	2/1/95
1.S-4 and/orC-4	\$1601.60	\$1,649.65	\$1,699.14	\$1,750.11
2.S-3 and/orC-3	800.00	824.00	848.72	874.18
3.S-2 and/orC-2	400.00	412.00	424.36	437.09
4.S-1 and/orC-1	275.00	283.25	291.75	300.50
5.Black Seal	275.00	283.25	291.75	300.50
6.Journeyman Certificate				
	\$1,601.60	1,649.65	1,699.14	1,750.11

C. MIC and OIC LANGUAGE

1. The employer agrees that MIC and OIC are not supervisors within the meaning of the PERC Act and have no authority to hire, fire, discipline or to effectively recommend the above. These employees are working foremen whose function is to relay information from management to the employees.

D. UNIFORM PROGRAM

1. The Authority shall provide five (5) tee shirts to all employees.

2. The purchase of approved safety shoes will be reimbursed \$85.00 by the Authority. *Employees may purchase an additional pair of shoes, up to \$85.00 as a spare pair and replacement is upon inspection. Employees must submit their old pair of safety shoes for visual inspection and approval by the employee's supervisor.

3. The Authority shall continue to provide winter coats to all employees who are to work outdoors.

4. * The employer will provide two (2) sets of coveralls per year per employee in the unit.

CDL:

*For employees whose job title require a CDL,

(a) If an employee loses his/her license for six months or less, the employee will continue to work in same title, without driving, for a reduction of \$1.00 per hour for the proscribed time at their current rate.

(b) All new maintenance employees shall be required to obtain their CDL Drivers Licenses during the probationary period.

ARTICLE 10 CONTINUED

*(c) The employee may opt to take a six month leave of absence, without pay, if he/she is enrolled in a rehabilitation program for the same amount of time.

E. TRAINING AND EDUCATION POLICY

1. Those educational or training programs which the Authority determines are essential to an employee performing his duties will be considered mandatory when they are assigned to attend. The Authority shall pay fully all expenses relative to mandatory training.

2. Those programs that are required for the aforementioned licenses shall be offered to any employee requesting same. The Authority will pay fully all expenses for this training. The Authority will determine who will attend, based upon seniority, need to know, and available staff. No more than 50% from any shift need be assigned.

3. The Authority will determine its support in other training programs on a case-by-case basis. For these programs, it will be the responsibility of the employee to submit a written request to the Plant Superintendent. He/she and the Executive Director shall review, and deny or recommend all or part of the request. It is expected that the employee will himself advance the money for this training. He will be reimbursed, upon successful completion of the course with a passing grade, or successful completion of training with an attendance of ninety per cent of the total class hours. The Authority may request attendance records and grades of employees taking job related training and/or educational classes paid for by the Authority. *Employees shall have a written request submitted 30 days in advance of the scheduled attendance or within 5 days of the receipt of the notice, whichever is earlier.

4. When paid, travel expenses relative to training shall be paid based upon the incremental cost of transportation compared to normally expected commuting costs. The incremental cost shall be based upon the increased mileage incurred by the employee, multiplied by a cost per mile factor of the current IRS rate.

5. On the day of the employees license exam, he/she shall receive the day off with pay. If the employee is on the 10-8 shift he/she shall receive the night before off, with pay.

ARTICLE 11 HEALTH AND WELFARE

A. PENSION

Employees are enrolled as of their date of hire in the State of New Jersey Public Employees Retirement System.

B. BLUE CROSS AND BLUE SHIELD

All employees covered under this Contract shall be provided with Blue Cross/Blue Shield through the State of New Jersey Health Benefits Plan. Coverage shall be provided to the employee and his or her eligible dependents. Should the employee wish to enroll in some other type of medical coverage program, i.e., Health Maintenance Organization (HMO), or Preferred Provider Organization (PPO), the Authority shall pay for the cost of the alternative program up to the equivalent cost which would be the Authority's responsibility under the New Jersey Health Benefits Program.

* The Authority shall have the right to change Insurance carriers for health benefits provided the benefits are equal to or better than the current plan. BENEFITS CONTINUATION: Employees on extended sick leave will continue to receive paid health benefits up to one (1) year, but will be required to pay for dependent coverage after the first three months of that extended sick leave.

C. DENTAL PLAN

The Authority shall provide to its employees and their dependents dental care under the provisions of the Delta Dental Plan. Eligible dependents included the lawful spouse, unmarried children up to the age of 19, or the to age of 23 if enrolled as full-time student in an accredited educational institution. The term "children" includes stepchildren, adopted children and foster children provided such children are dependent upon the employee for their support and maintenance.

D. DISABILITY

Disability insurance is provided through the State of New Jersey Disability Plan to which the employee contributes through payroll taxes.

ARTICLE 11 CONTINUED

E. UNEMPLOYMENT INSURANCE

Unemployment insurance is provided through an employee contributory program.

F. COMPENSATION

* In the event that an employee files for worker's compensation and that employee promptly files his/her claim, the Authority will use its best efforts to insure that the employee promptly receives his/her compensation. Such efforts shall include telephone calls and letters to the Worker's Compensation Carrier.

ARTICLE 12 LEAVES OF ABSENCE

A. SICKNESS

1. All employees who have completed twelve months of continuous and uninterrupted service as of the execution of this Agreement are entitled to *thirteen (13) days annual sick leave every year of this Agreement.

2. All other full-time and new full-time employees shall become eligible for the same sick leave on a proportionate basis to service upon completion of twelve months of continuous and uninterrupted service.

3. Employees in their first year of employment shall acquire one sick day per month to a maximum of ~~eleven~~¹² per year. In the contract year following the first anniversary of hiring, each employee shall have *thirteen (13) days per year effective at the beginning of the contract year.

4. *Unused sick leave shall be reimbursed at the rate of one hundred per cent pay at the end of the contract year. Effective February 1, 1993 sick days may be accumulated from one year to the next for a total of one hundred (100) days. The option of being reimbursed or allowing sick days to accumulate shall be that of the employee. The rate of reimbursement shall be at the salary level earned by the respective employee at the end of the contract year.

5. When an employee is out of work because of illness for three (3) consecutive days, he may be required to see a physician at the expense of the Authority.

ARTICLE 12 CONTINUED

6. If an employee has reported to work at the beginning of a shift, he/she must report in person to management to report any sick leave.

7. If on the second or third shift, they must wait until replacement personnel, if at minimum coverage, are in the plant, before leaving.

8. If an employee desires sick leave in excess of what is provided, he may not return to work without a doctor's report for each instance.

9. If an employee wishes to use sick leave for personal use, he must request and receive approval for the leave the day before the requested leave. *Except for an emergency, if an employee wishes to use sick leave for personal use, the employee shall give the employer 24 hours notice.

10. * When employees exhaust their sick/personal benefits and require additional time off due to medical reasons, they must request, in advance, to utilize vacation benefits.

B. JURY AND WITNESS

1. An employee shall be granted necessary time off without loss of pay when he/she is summoned and performs jury duty as prescribed by applicable law, or when he/she is summoned to appear as a witness before a court, legislative committee, or judicial body.

2. Employees performing jury duty shall receive the difference in pay between the amount received for the jury service and their base wages which they would have earned on the particular days involved where such jury service falls on their regularly scheduled work days.

3. Employees called for jury or witness duty must notify the Authority at least one week prior to the date they are to report and must furnish a copy of the Summons.

ARTICLE 12 CONTINUED

C. BEREAVEMENT

When an employee loses time from work because of the death of his spouse, father, mother, sister, brother, child, current father-in-law or mother-in-law, *grandparents or relative living with the employee, he will be paid by the Authority his regular straight-time rate of pay multiplied by the average number of hours in the employee's normal straight-time workday for each day lost up to a maximum of five (5) days, with one of the days being the day of the funeral or memorial service. It is understood that such payment will be made only when the employee attends the funeral service and for days when the employee is scheduled for work and would have worked except for the death of such relative; likewise for the death of a sister-in-law and brother-in-law, except that one day shall be allowed.

D. VACATION

1.

0 years to 5 years	10 days
5 years to 09 years	15 days
10 years	16 days
11 years	17 days
12 years	18 days
13 years	19 days
14 years to 19 years	20 days
20 years	21 days
21 years	22 days
22 years	23 days
23 years	24 days
24 years	25 days

For the first five years, employees shall earn this vacation at a rate of 1/10th of the total amount to be received each month for the first ten (10) months. After five years, the vacation will be earned on the anniversary date.

2. In their first year of employment, employees shall receive one vacation day per month of service to a maximum of ten provided that in order to be eligible to take vacation time, an employee must have been employed for at least six months.

ARTICLE 12 CONTINUED

3. At the time of severance, unused vacation time shall be compensated at full pay except in the case of employees terminated for just cause.

4. The amount of vacation allowed for each employee shall be computed as of the employee's hiring date.

5. *Vacation cannot be taken until earned.

6. Employees with three weeks vacation shall be required to take one vacation of five consecutive days. Employees with four weeks vacation will be required to take two vacations of five consecutive days.

* 7. The minimum vacation or personal time request shall be for a period of four (4) hours.

ARTICLE 13 HOLIDAYS

A. HOLIDAYS

The parties agree to the following thirteen holidays:

- | | |
|--------------------------------|-------------------------------|
| 1. New Year's Day | 8. Columbus Day or Yom Kippur |
| 2. Washington's Birthday | 9. Veteran's Day |
| 3. Martin Luther King Day | 10. Thanksgiving Day |
| 4. Good Friday or Rosh Hashana | 11. Day after Thanksgiving |
| 5. Memorial Day | 12. Christmas Day |
| 6. Independence Day | 13. Floating Holiday* |
| 7. Labor Day | |

* All new employees must work a minimum of six months during their first year of employment to receive the Floating Holiday.

B. DAYS OFF

Employees who are regularly scheduled Monday through Friday shall be off duty on the above holidays. Should the holiday fall on Saturday, it shall be celebrated on the preceding Friday; should the holiday fall on Sunday, it shall be celebrated on the succeeding Monday.

ARTICLE 13 CONTINUED

C. PAY

Employees involved in the seven-day-a-week shift shall receive thirteen days' holiday pay in a check during the first pay period in December for that contract year. If an employee is scheduled to work a holiday, it shall be worked, and he/she shall receive time and one-half his straight rate of pay. Those employees scheduled to be off duty on a holiday shall have the day off. If an employee scheduled to work a holiday does not work it, he/she shall not receive that day's holiday pay. *Employees receiving holiday check shall have a break down to show what holidays are being paid.

D. SICKNESS

The Authority may require that employees who call in sick on a holiday shall provide medical evidence of illness or face the deduction of that day from holiday pay.

E. SHIFT ATTENDANCE

Minimum shift attendance will be scheduled on Holidays. *Should a holiday fall on Tuesday or Wednesday, "A" shift must work, should holiday fall on Thursday, "B" shift must work. (Operations only)

F. FLOATING HOLIDAY NOTICE

An employee shall give the employer twenty-four hours notice when he/she seeks to use a floating holiday.

G. SHIFT COVERAGE

*Employees may use a vacation day on a holiday, provided there is coverage on the shift by another qualified employee within that department. The employee using a vacation day shall not lose holiday pay for that day.

ARTICLE 14 SAFETY AND HEALTH

A. PRE-EMPLOYMENT PHYSICAL

The Authority shall require and pay the entire cost for a pre-employment physical. The examination will be performed within ten days of the employee's hiring date.

ARTICLE 14 CONTINUED

B. PHYSICAL EXAMINATION

At anytime the Authority determines it is necessary to insure the maintenance of proper health and sanitary standards at the Authority's premises, the Authority shall have the right, at its expense, to have any employee undergo a physical examination by a physician of the employee's choice.

C. INOCULATIONS AND BOOSTERS

The Authority shall provide and pay for all tetanus and typhoid inoculations and boosters required of its employees.

D. SAFETY COMMITTEE

A safety advisory committee, consisting of *three people designated by the Union, preferably one employee from inside maintenance, one employee from outside maintenance, and one employee from Operations and *three individuals designated by the Authority, shall be instituted for the purposes of discussing conditions at the Authority's facility and recommending measures to improve and maintain the health and safety of its employees. This committee should meet a least once a month. *Minutes of Safety Committee shall be posted on Union Bulletin Board in order to keep all employees informed of Committee discussions.

E. DRUG/ALCOHOL POLICY

* The Authority reserves the right to conduct drug and alcohol testing where there is probable cause. The parties acknowledge that the language regarding procedure, methodology, rehab and follow-up testing shall be outlined further by mutual agreement.

ARTICLE 15 COMPLETE AGREEMENT

This Agreement contains the full and complete understanding between the parties hereto and shall be binding upon all of the employees within the bargaining unit. The Authority agrees not to enter into any conflicts with the terms and provisions of this Agreement. The express terms of this Agreement may not be modified except by a written understanding signed by the Authority and the Union.

ARTICLE 16 TERM OF AGREEMENT

This Agreement shall become effective as of February 1, 1993, and shall continue in full force and effect until January 31, 1996, and from year to year thereafter unless notice to terminate the Agreement is sent by either party to the other not less than ninety (90) days prior to the expiration date, by registered mail. Whenever notice to terminate this Agreement is given, the parties mutually agree that a least sixty (60) days prior to this expiration date, they will jointly confer for the purpose of negotiating a successor Agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures this 21 day of July, 1994.

WESTERN MONMOUTH UTILITIES AUTHORITY:

BY: Russell S. Nesbitt
EX. DIRECTOR
NAME AND TITLE

DATE: July 21, 1994

HIGHWAY AND LOCAL MOTOR FREIGHT DRIVERS,
DOCKMEN AND HELPERS, LOCAL UNION NO. 701

BY: _____
Robert Dudik

DATE: July 19, 1994

ROBERT DUDIK, SECRETARY TREASURER
LOCAL UNION NO. 701