

COLLECTIVE NEGOTIATIONS AGREEMENT
BETWEEN
PLAINFIELD MUNICIPAL UTILITIES AUTHORITY
AND
TEAMSTERS LOCAL 97

JANUARY 1, 2016 through DECEMBER 31, 2018

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PREAMBLE

THIS AGREEMENT is made this _____ day of _____, 2017, by and between the PLAINFIELD MUNICIPAL UTILITIES AUTHORITY, in the City of Plainfield, County of Union and State of New Jersey (hereinafter referred to as the "Authority" or "Employer") and TEAMSTERS LOCAL 97 (hereinafter referred to as the "Union").

ARTICLE I
RECOGNITION

The Authority recognizes the Union as the sole and exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment for all regularly employed nonsupervisory full and part time blue collar employees of the Authority, but excluding managerial executives, confidential employees and supervisors within the meaning of the New Jersey Employer-Employee Relations Act, professional employees, casual employees and all other employees of the Authority.

ARTICLE II

DUES CHECK OFF, AGENCY SHOP

A. Upon receiving the written authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Authority and the Union and consistent with State Statutes), the Authority agrees to deduct from the pay of each employee, after having served a 90-day probationary period, membership dues in such amounts as shall be fixed pursuant to the bylaws and constitution of the Union. The Authority shall remit within thirty (30) days of deduction any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Union.

B. If there shall be any change in the rate of membership dues, the Union shall furnish to the Authority such written notice thirty (30) days prior to the effective date of such change.

C. The Union will provide the necessary check-off authorization forms and deliver the signed forms to the Authority. The Union shall indemnify, defend, and hold the Authority harmless against any and all claims, actions, demands, suits or other forms of liability which shall arise out of or by reason of action taken by the Authority in reliance upon salary deduction authorization cards submitted by the Union to the Authority.

D. The Authority will furnish the Secretary-Treasurer of the Union with the address, birth date, job classification and rate of pay of all new employees within five (5) business days of hire and of all removals of employees from the Authority's payroll within five (5) business days of removal.

E. Any employee performing bargaining unit work on the effective date of the Agreement who does not join the Union within thirty (30) days thereafter, and any new, regular

full-time employee who does not join upon the completion of the ninety (90) day probationary period, shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representative fee shall be in an amount not to exceed the statutory maximum of the regular Union membership dues, fees and assessments as certified to the Authority by the Union.

F. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement, so long as the Union remains the majority representative of the employees in the unit.

ARTICLE III

NON-DISCRIMINATION

Neither the Authority nor the Union shall discriminate against, or in favor of, any employee because of race, creed, religion, color, age, sex, sexual affection, national origin or any other category protected by law.

ARTICLE IV

MANAGEMENT RIGHTS

A. The Authority hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

(1). The executive management and administrative control of the Authority, its properties and facilities and activities of its employees.

(2). To establish a code of rules and regulations of the Authority for the operation of the Authority and to change, modify or promulgate reasonable rules and regulations for the effective operation of the Authority, after advance notice thereof to the employees and the Union.

(3). To hire all employees, whether permanent, temporary or seasonal, and subject to the provisions of law, to determine their qualifications.

(4). To assign work and to promote and transfer employees as it determines will benefit the Authority and /or the public it serves subject to the notice requirement set forth in Article X (Hours of Work and Overtime).

(5). To suspend, demote, reprimand, discharge or take any other appropriate disciplinary action against any employee for good and just cause, as necessary.

(6). To establish any new job classification and job content and qualifications.

(7). To change, combine or establish and schedule the working hours of employees with reasonable notice.

(8). To determine the work performance levels and standards of performance of the employees.

(9). To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance.

(10). To subcontract services to the extent that such subcontracting has been held to be a management prerogative.

(11). To use non-union employees to perform bargaining unit work during manpower shortages provided that there are no qualified bargaining unit members available.

(12). To drug test employees based upon reasonable suspicion. Reasonable suspicion shall be ascertained based upon the observation of a supervisor certified in alcohol and drug awareness, which must be supported by the findings of the Safety and Risk Coordinator. A union representative must be present for all drug / alcohol tests. The approved testing facility will ensure that the chain of custody of any urine sample is documented and preserved. The employee will be required to provide a split sample at the time the original sample is collected which will be tested in the event the drug / alcohol test is positive.

Drug tests performed by the Department of Transportation for CDL drivers shall be consistent with DOT regulations.

(13). 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 and authority under the Municipal and County Utilities Authorities Law, N.J.S.A. 40:14B-1 et.seq., or any other national, state, county, local laws or ordinances, or rules and regulations of the Authority, whether currently or subsequently promulgated.

(14). The failure of the Authority to exercise any of its foregoing rights, or any right deemed to be a management right shall not be deemed to be a waiver thereof.

ARTICLE V
UNION RIGHTS

A. SHOP STEWARDS

1. Up to two (2) Shop Stewards plus one (1) alternate will be selected by the Union. One may be designated as Chief Steward by the Union. The Union shall notify the Authority in writing immediately following the selection or removal of a Steward.

2. All Shop Stewards shall be permitted time off from work, without loss of pay, for negotiations. The Chief Steward, or designated shop steward, shall be permitted time off from work, without loss of pay, for the adjustment of grievances as provided for under the Grievance Procedure herein.

3. The Shop Stewards shall not leave their job without the permission of his Supervisor, which shall not be unreasonably denied, and shall not contact another employee during work hours about Union business without prior permission of that employee's Supervisor and his own, which shall not be unreasonably denied.

4. Under no conditions shall the Shop Stewards interfere with the performance of the work of other employees.

5. The Shop Steward has no authority to give orders regarding work to any person employed by the Authority by virtue of his position as Steward.

6. The authority of a Shop Steward shall be limited to and shall not exceed the following lawful duties and activities:

(a). The investigation and presentation of grievances to the Authority or the Authority's designated representative in accordance with the provisions of this Agreement.

(b). The transmission of such messages and information which, shall originate with and are authorized by the Union, or its officers, provided such messages and information:

(1). Have been reduced to writing or

(2). If not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns, or any other interference with the Authority's business.

7. The Authority shall grant a total of four (4) days of paid release time annually for shop stewards to attend union seminars and conferences. In the event more than one shop steward attends such union seminars and / or conferences, the total number of days shall be divided by the number of shop stewards attending.

B. WORK SITE VISITATION

An officer or representative of the Union shall be permitted to visit the work site only after prior notice to the Executive Director or his / her designee. Such work site visitation shall not interfere with the conduct of the Authority's business.

C. BULLETIN BOARDS

The Authority shall supply a bulletin board in the lunch room for the use of the Union to post announcements. The bulletin board will be secured by a lock. Only those announcements that have been signed by the Union President, Secretary-Treasurer or other duly authorized representative, and fall within the following types of notices, may be posted on the bulletin board:

(1) Notice of Union recreation or social affairs;

(2) Notice of Union elections and results of such elections;

- (3) Notice of Union Meetings;
- (4) Notice of Union appointments; and
- (5) Union Minutes of joint conferences or of general meetings.

The material posted by the Union shall be of a non-controversial nature.

D. INSPECTION OF PAYROLL RECORDS

An authorized representative of the Union shall have the right to inspect the Employer's pay records and time records of unit members, after submission of a written request to review same to the Executive Director, such request shall not be unreasonably denied.

ARTICLE VI

GRIEVANCE PROCEDURE

A. DEFINITION

The term "grievance," as used herein, means any controversy arising over the interpretation of the terms of this Agreement. A grievance may be raised by an employee, group of employees, the Union or the Authority.

B. PURPOSE

The purpose of this grievance procedure is to secure an equitable resolution to grievances as herein defined, at the lowest possible administrative level. This grievance procedure constitutes the sole and exclusive method for raising and disposing of grievances between the parties covered by this Agreement. Therefore, no grievance shall bypass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance within the time periods provided, shall constitute an absolute bar to relief and shall prohibit the grievant from prosecuting his grievance in any forum thereafter.

C. PROCEDURE

1. STEP 1

a. A grievant or the Union must file a grievance in writing with the Human Resource Manager's office within seven (7) business days of the occurrence of the matter complained of, or when he should have reasonably become aware of its occurrence. A copy shall be provided to the Shop Steward within this same time period.

b. The written grievance shall be on a form provided by the Union.

c. Once a grievance is timely filed, the Authority's Human Resource Manager, or authorized designee, shall investigate the grievance and respond in writing within ten (10) business days from receipt of the grievance. An earnest effort shall be made to settle the grievance between the Union and Authority's Human Resource Manager for purposes of resolving this matter.

2. STEP 2

a. In the event the grievance is not resolved to the grievant's satisfaction at Step 1, or in the event the Authority's Human Resource Manager or authorized designee has not served a timely written response at Step 1, then within seven (7) business days after the response date set forth at Step 1 has expired, the grievant or the Union may present the written grievance and any written response received at Step 1 to the Executive Director, which shall be hand delivered and time stamped. Upon receipt of the grievance by the Executive Director, the procedures set forth in Step 1 shall be followed except that a meeting between the parties (the Union, the grievant and the Executive Director) shall be held within fifteen (15) business days of receipt of the grievance or at a time mutually agreed upon by the parties, in writing.

b. The Executive Director will have ten (10) business days, or another time mutually agreed upon by the parties, in writing, after the meeting to respond to the grievance. In the event the Executive Director does not respond to the grievance in the time provided, the Union may advance the grievance to the next step.

3. STEP 3

a. In the event the grievant is dissatisfied with the Executive Director's decision of a grievance which was properly brought to Step 2, the grievance may be

referred by the Union, and only the Union, to arbitration under the rules of the Public Employment Relations Commission, within 30 days of receipt of the Executive Director's Step 2 decision. Failure to appeal the Step 2 decision within this time period, shall affirm the decision of the Executive Director.

b. The Arbitrator shall be limited and bound to the express terms of the Agreement and be restricted to the application of the facts presented to the Arbitrator with regard to the grievance. The Arbitrator shall neither add to, detract from, nor modify the Agreement in arriving at a decision.

c. All expenses for the Arbitrator shall be shared equally by the parties except any late cancellation fees shall be borne solely by the party incurring same. Any other expense, including but not limited to the presentation of third-party witnesses, shall be paid by the parties incurring same.

d. The Arbitrator's decision shall be in writing and shall include the reasons for such decision. The Arbitrator's decision is final and binding on the parties.

e. The foregoing grievance procedure constitutes the sole and exclusive method for resolving any and all disputes which arise under this Agreement and shall be followed unless expressly waived in a written agreement executed by both parties.

f. The Authority will allow any employee who is a grievant or necessary witness, and one shop steward, time off with pay for their appearance at any step in the grievance procedure.

ARTICLE VII

DISCIPLINE AND DISMISSAL

- A. An employee shall only be disciplined for just cause.
- B. The Authority reserves the right to immediately discharge any employee for the following infractions:
 - 1. Possession of an unsealed alcoholic beverage container, consumption of, or being under the influence of alcoholic beverages during work hours on Authority or customer premises or on Authority business;
 - 2. Illegal manufacture, distribution, dispensation, sale, possession or use of illegal drugs or unprescribed controlled substances while on the premises of the Authority or of a customer or while on Authority business;
 - 3. Refusal to submit to a drug or alcohol test based upon reasonable articulable suspicion that the employee is under the influence as determined by his immediate supervisor and safety coordinator;
 - 4. Possession of weapons, firearms, ammunition, explosives on Authority or customer premises;
 - 5. Stealing, misappropriating or intentionally damaging property belonging to the Authority or its customers or employees;
 - 6. Commission of an indictable offense while on the job.
 - 7. A driver involved in an accident as a result of his reckless driving;

8. Either knowingly driving a PMUA vehicle with a suspended CDL license or unknowingly driving a PMUA vehicle with a suspended CDL license which cannot be reinstated within seven (7) days. However, as applies to the unknowing driver only, in cases where a PMUA truck, which has been adversely affected by the suspension, has a laborer serving that truck and possesses a CDL license, the PMUA shall agree to one (1) switch in roles between the driver and laborer provided that: (a) laborer agrees to be elevated to the position of CDL driver, (b) there are absolutely no switching of laborers / drivers from one truck to another for the purpose of accommodating the suspended driver, (c) if the suspended driver cannot have his CDL license reinstated within five (5) working days, then the PMUA has the option of maintaining the driver turned laborer in that position if the Authority believes it is in its best interest, and (d) rates of pay will be adjusted to the wage classification designated for that position.

C. Except in circumstances that warrant a more severe penalty, including discharge, the following steps of progressive discipline will be utilized:

1. Verbal counseling,
2. Written warning,
3. Suspension,
4. Dismissal

D. The Union must be notified prior to the imposition of discipline upon any employee.

E. The Chief Steward must be present before any investigatory interview or the imposition of any discipline.

F. The Union representative representing an employee must be given at least forty-eight (48) hours' notice of an investigatory interview, except where it is determined by the Authority that immediate action needs to be taken, in which case, notice will be given as soon as practicable, but no later than twenty-four (24) hours.

G. Any discipline imposed on an employee shall be expunged from the employee's record after twelve (12) months and may not be used as evidence in any arbitration hearing or for the purposes of progressive discipline. A written record of such discipline may remain in an employee's personnel file solely for counseling purposes. The written record of expunged discipline shall be clearly marked "expunged."

H. The Authority must discipline within five (5) working days from the date the facts underlying the discipline were known.

ARTICLE VIII

MAINTNENANCE OF UNINTERRUPTED AND CONTINUOUS WORK OPERATIONS

- A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike (i.e. the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work or absence in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, work slowdown, walkout, sitdown, or other illegal job action against the Authority. The Union agrees that such action would constitute a material breach of this Agreement.
- B. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, work slow-down, sitdown, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Authority, and that the Union will order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union Order.
- C. The Authority agrees that it will not engage in the lock-out of any of its employees.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Authority in its right to seek and obtain such judicial relief as it may be entitled to have in law or

in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

E. It is expressly understood that this clause shall survive the Agreement.

ARTICLE IX

CODE OF CONDUCT

- A. Each employee shall follow the following guidelines:
1. No employee shall engage in any activity which interferes with the full performance of his duties and responsibilities.
 2. No employee shall have a direct or indirect financial interest that conflicts with his Authority duties and responsibilities or shall engage in a financial transaction as a result of relying on information obtained through his employment with the Authority.
 3. No employee shall use or allow the use of any Authority property of any kind for other than officially approved activities.
 4. No employee shall report for duty while under the influence of alcohol or any other drugs which could adversely affect the employee's performance or engage in any gambling activity while on the Authority owned or leased property.
 5. Inasmuch as the Authority is a public body and subject to Federal and State regulation, it is imperative that no employee engage in any criminal conduct which could prove prejudicial to the Authority.
 6. No employee shall solicit or accept, whether directly or indirectly or through his spouse or any member of his family, any compensation, gift, favor or service of value

which he knows or should know is offered or obtained to influence him in the performance of his public duties and responsibilities.

ARTICLE X

WAGES AND COMPENSATION

A. SALARY INCREASES

Salary increases and rates of pay have been negotiated by the parties which is set forth in a Salary Chart. The Salary Chart containing the salaries for each individual employee is attached to the Memorandum of Agreement as Exhibit A. Any dispute concerning salaries and retroactivity shall be resolved consistent with the Salary Chart.

1. Effective and retroactive to January 1, 2016, all unit members shall have their salaries increased to the salary listed on the Salary Chart attached to the Memorandum of Agreement as Exhibit A.

2. Effective and retroactive to January 1, 2017, all unit members shall have their salaries increased to the salary listed on the Salary Chart attached to the Memorandum of Agreement as Exhibit A.

3. Effective and retroactive to January 1, 2018, all unit members shall have their salaries increased to the salary listed on the Salary Chart attached to the Memorandum of Agreement as Exhibit A.

4. Salary Guides for unit titles are set forth in Schedule A, attached hereto.

B. RETROACTIVITY

Salary increases are retroactive to January 1, 2016.

C. CERTIFICATIONS

All employees certified as Heavy Equipment Operators shall receive an additional \$500 included in base salary. The salary set forth in the Salary Guide for the title "Heavy Equipment Operator" includes the \$500 payment. Employees receiving the stipend as of the date of this Agreement shall continue to receive the stipend so long as they maintain their certification. Employees who obtain a Heavy Equipment Operator Certification after the date of this Agreement must actually work in the position of Heavy Equipment Operator and maintain their certification to receive the enhanced salary.

D. ESIP

The Employee Safety Incentive Program ("ESIP") is effective and retroactive to January 1, 2016, and is attached hereto as Schedule B.

E. PAYROLL ERRORS

Payroll errors of less than \$50 shall be corrected at the next pay period. Payroll errors of \$50 or more shall be corrected and paid within two (2) days.

F. OUT OF TITLE PAY

Any employee working in a title with a higher rate of pay for three hours or more shall receive the higher salary for the title they are working in during the course of the employee's shift. No employee shall suffer a loss in pay for working out of title.

ARTICLE XI

HOURS OF WORK AND OVERTIME

A. HOURS OF WORK

1. The normal work day for employees covered by this agreement shall be 8.5 consecutive hours, including a one-hour meal break, ½ hour to be paid and count as time worked.

2. Employees shall work the following schedule:

a. 3:00 am through 11:30 am;

b. 5:00 am through 1:30 pm;

c. 7:00 am through 3:30 pm.

3. The Authority shall not change an employee's permanent start and end times, except upon mutual consent, or to replace an employee that has been terminated or quits, without seven (7) days' notice. Except as otherwise permitted, if the Authority orders any employee to change his or her permanent start or end times without providing the notice required

by this section, the affected employee will be entitled to overtime pay at the rate of time and one half (1 ½) the employee's regular rate for the notice period or any remaining time left in the notice period.

4. The Authority will provide twenty-four (24) hour notice prior to instituting two (2) hour flex-time.

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.

2. 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 forty in any work week.

3. Time and one-half the employee's regular straight-time rate of pay will be paid to employees for all work done on any sixth day of the workweek. Double time the employee's regular straight-time rate of pay will be paid to employees for all work done on any seventh day in the workweek.

4. Overtime work shall be distributed equally amongst employees in their respective departments on a voluntary basis. In the event that an overtime shift cannot be filled on a voluntary basis, the Authority shall fill the shift in reverse seniority order.

5. All work performed on Sunday shall be paid at double time the employee's regular straight-time rate of pay.

6. Employees shall be paid 1.5 times their regular rate of pay for hours actually worked when the facility closes due to emergency conditions (including but not limited to snowstorms, hurricanes, etc.).

7. Employees will be provided a meal allowance of \$15.00 payable when an employee works four (4) or more hours of unscheduled overtime.

8. Employees called in to work while off duty shall receive a minimum of two (2) hours work or pay at the rate of time and one-half the employee's straight time rate of pay Monday to Saturday and double time on Sunday. Once the work that necessitated the call-in is completed, the employee may leave. This guarantee shall not apply to overtime that is contiguous to the end of an employee's shift but does apply to call-ins prior to an employee's shift.

9. Employees that work overtime in a position with a higher rate of pay will receive overtime pay based on the higher rate.

10. Time Clock:

a. All employees are required to register their attendance using the Biometric Attendance System.

The Biometric Attendance System should be used as follows:

- * Start of Shift
- * Leave for lunch
- * Return from lunch
- * End of shift

Unless expressly authorized by the Executive Director in writing, no employee shall be exempt from registering their attendance using the Biometric System (this requirement does not apply to sewer employees called out on off hours).

b. There will be a six (6) minute grace period immediately following the beginning of each shift within which an employee may punch in without loss of pay.

c. In the event there is a bona fide clock malfunction, no employee will be docked pay or disciplined for failing to punch in or out.

ARTICLE XII

UNIFORMS

A. The Authority shall provide uniforms to each unit member that is required to wear a uniform at no cost to the employee. The uniform provided by the Authority will consist of the following:

5 pairs of pants

5 short sleeve shirts

5 long sleeve shirts

2 spring jackets

1 winter coat or overalls

Rain gear

Winter hat

Baseball hat

Reflective vest

Safety glasses

Ear protection

Safety gloves as needed

Back brace

In addition, each bargaining unit member will receive two (2) pairs of safety work shoes or steel toe boots per year or one (1) pair of high quality Vibracon boots.

B. The Authority shall be responsible for providing for the maintenance of the employee's uniforms.

C. Employees not properly dressed will not be permitted to work.

ARTICLE XIII

CERTIFICATIONS / LICENSES AND CONTINUING EDUCATION

The Authority will pay for all up-to-date training, continuing education and recertifications for its employees to remain current in the requisite knowledge and skills necessary to fulfill their job responsibilities (continuing education). Employees that accept funding for these purposes will be required to continue their employment with the PMUA for a period of one (1) year to three (3) years, depending upon the amount of funding expended on continuing education and shall be determined by the Authority Executive Staff and agreed upon by the

employee in writing. Employees will be released from duty, with pay, if the training, continuing education or re-certification cannot be taken during non-working hours.

ARTICLE XIV

PAID TIME OFF

A. SICK LEAVE

1. Employees shall be entitled to sick leave, which may be used for an employee's illness, accident, exposure to contagious disease or to attend to a member of his or her immediate family that requires care.

2. Employees shall receive sick leave, with full pay and benefits, pursuant to the following schedule:

a. Employees with less than five years of employment shall receive eight (8) sick leave days per year.

b. Employees with five or more years of employment shall receive twelve (12) sick leave days per year.

3. Sick leave shall count as time worked for overtime purposes.

4. Unused sick leave shall accumulate from year to year without limitation.

5. Sick leave shall be pro-rated for the first year and shall be provided on January 1 of each year thereafter.

6. Employees shall be able to sell back up to five (5) days of their annual sick leave allotment each year at their sole option. Employees must request payment for sick leave by November 15th for payment in the first pay period in December of the year the request is submitted.

B. VACATION LEAVE

1. Employees shall receive vacation leave, with full pay and benefits, pursuant to the following schedule:

a. Employees with less than five years of employment shall receive five (5) vacation days per year.

b. Employees with five years of employment but less than ten years shall receive ten (10) vacation days per year.

c. Employees with ten or more years of employment shall receive fifteen (15) vacation days per year.

2. Vacation days shall be pro-rated for the first year of employment and shall be provided January 1 thereafter.

3. Vacation days shall count as time worked for overtime purposes.

4. Employees hired prior to July 16, 2015 may combine sick and personal leave with vacation leave to extend a vacation. This provision is limited to only those employees who, in the past, have combined sick and personal leave with vacation. Requests for vacations extended in this manner shall not be unreasonably denied. As stated above, this provision is strictly limited to those individuals that previously enjoyed this prerogative of the authority.

5. Unused vacation days shall carry over from year to year without limitation.

C. PERSONAL LEAVE

1. During the first five years of employment, employees will receive two (2) personal days, with full pay and benefits, per year. From the fifth year of employment and thereafter, employees shall receive three (3) personal days, with full pay and benefits, per year.

2. Personal days shall count as time worked for overtime purposes.

3. Personal days will be pro-rated for the first year of employment and provided on January 1 of each year thereafter.

4. Personal days shall not carry over and must be used in the year in which they are received.

D. CONVERSION OF PTO TO SICK AND VACATION LEAVE

Prior to the execution of the January 1, 2011 through December 31, 2015 Agreement, employees received PTO instead of sick, vacation and personal leave. Upon the execution of the previous Agreement, each employee's accrued PTO was divided equally, with half placed in their Sick Leave Bank and the remaining half placed in their Vacation Leave Bank. These days shall not expire and will remain in each employee's Sick Leave and Vacation Leave Banks until used or, in the case of Sick Leave, cashed out.

E. PAYMENT UPON TERMINATION OF EMPLOYMENT

Upon termination of employment for any reason other than termination for cause employees shall be compensated one day for every three days of accrued sick, vacation and personal leave remaining, with a maximum payout of \$5,000. If an employee is terminated for cause, this provision shall not apply.

ARTICLE XV

HOLIDAYS

A. Each regular, full-time employee covered by this Agreement shall receive the day off with pay for the following holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Independence Day

Columbus Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Day

B. An employee required to work on the actual and/or celebrated holiday shall be paid at double the rate of pay for the actual hours worked in addition to eight (8) hours straight time holiday pay.

C. If a paid holiday falls within an employee's vacation period, the holiday will not be counted as a vacation day.

D. If a holiday falls on a Saturday, it shall be celebrated the preceding Friday. If a holiday falls on a Sunday, it shall be celebrated the following Monday.

E. Holidays shall be counted as time worked for overtime purposes.

F. If the Authority, the Governor and/or the President declares a holiday, unit members shall be given an extra day's pay for that day.

ARTICLE XVI

PERSONAL LEAVES OF ABSENCES

With the approval of the Authority, any bargaining unit member may be granted a personal leave of absence without pay. Upon return to work at the expiration of an approved leave of absence, the bargaining unit member will return to the same position and / or title, at the rate of pay at which he left plus any contractual increases. If the employee fails to return within

three (3) business days after the expiration of the leave, the employee shall be considered to have resigned.

ARTICLE XVII

BEREAVEMENT LEAVE

A. Each employee shall be granted three (3) days leave without loss of pay upon the death of a member of his or her immediate family. In the event that the funeral or service is held

out of state and more time is needed, employees may elect to use any paid time off (sick, vacation, personal) to attend the funeral.

B. Immediate family is defined as the employee's spouse, mother, father, brother, sister, step-mother, step-father, step-brother, step-sister, grandmother, grandfather, mother-in-law, father-in-law, children and grandchildren and domestic partner. The definition of immediate family shall also include aunt, uncle, niece or nephew residing within the employee's household at the time of death.

ARTICLE XVIII

MILITARY LEAVE

Military leave shall be provided in accordance with applicable law.

ARTICLE XIX

JURY DUTY

Employees called for jury duty shall be granted leave with pay for the full day of work on the day that he is required to appear for jury duty. Employees must notify their supervisor as soon as they learn they have been summoned as a juror. In order to receive payment for jury duty, an employee must provide their supervisor with the jury summons and a note from the Clerk of the Court indicating the times the employee was in court for jury duty. The Authority will pay employees straight time for an employee's regularly scheduled hours of work, minus the compensation the employee received from the court for service as a juror. An employee who is excused from jury duty prior to the end of a regularly scheduled workday must report to work for the remainder of the day, or otherwise notify the supervisor of their availability to work.

ARTICLE XX

SAFETY AND HEALTH

A. The Authority shall at all times maintain safe and healthy working conditions. The Authority shall provide employees with all safety equipment and / or tools and / or devices necessary to ensure employee safety and health.

B. The Authority agrees to provide suitable sanitary conditions including but not limited to toilets, as well as hot and cold running water.

C. The Authority and the Union shall create a "Safety and Health" committee comprised of Employer representatives and bargaining unit members that will meet once a month to discuss working conditions, health and safety.

D. Under no circumstances will an employee be required or assigned to engage in any activity involving unsafe conditions or work or danger to persons or property. The Authority's Safety and Risk Loss Coordinator and the immediate manager or supervisor shall have the authority to determine what is safe or unsafe.

E. Employees shall immediately report, via pre-trip / post-trip report, all defects of any equipment or unsafe conditions of work verbally to the dispatcher and to the employee's immediate supervisor.

ARTICLE XXI

LENGTH OF SERVICE

An employee's length of service shall be calculated from the employee's original date of hire.

Length of service and qualifications will govern with regard to layoffs and recall, job assignment, transfers shift bidding and scheduling. Length of service and qualifications will be the determinative factors.

Length of service, qualifications and work history shall be among the factors considered by the Authority in cases of promotion.

ARTICLE XXII

HEALTH INSURANCE

A. INSURANCE

The employer will continue to provide all unit members with all insurance (including but not limited to medical, prescription, disability, dental and vision) currently in effect for employees, their spouses or partners and dependents. Health benefits shall be equal to or no less than those provided to the executive staff and non-union employees of the Authority. The Employer shall offer a base and a buy up plan. The Employee shall pay the difference in the plans if they elect to buy up. Employees shall contribute towards their health benefits as required by applicable law.

1. In network, co-pays shall be \$10 for doctor's visits; \$20 for specialist visits; and \$100 for emergency room visits, which shall be waived if admitted.

a. The base plan does not cover non-network doctors and specialist visits. Non-network emergency room visits are \$100, which shall be waived if admitted.

b. The buy up plan charges a 20% co-insurance after deductible for non-network doctors and specialist visits. Non-network emergency room visits are \$100, which shall be waived if admitted.

2. Retail prescription drug co-pays shall be \$10 for generic drugs, \$30 for non-preferred drugs, and \$50 for brand name drugs. These co-pays shall also apply to all mail order prescriptions.

B. WAIVER

An employee that waives health insurance benefits coverage provided by the PMUA shall be entitled to a maximum of \$5,000, or 25% of the savings to the employer, whichever is less.

The waiver amount is based on the coverage type selected. This payment shall be paid in 2 installments within a twelve (12) month period from the date of a waiver.

C. LIFE INSURANCE

The employer will continue to provide employees with life insurance that is equal to or better than the coverage currently provided.

D. WORK RELATED INJURIES

An employee that is injured or becomes ill arising out of their employment will be charged up to 5 sick or vacation days, thereafter, the time will be charged to Workers Compensation if he or she is required to miss work.

ARTICLE XXIII

SEVERE WEATHER AND EMERGENCY CLOSING

At times, emergencies such as severe weather, fires, power failures, etc., can disrupt operations. In extreme cases, these circumstances may require the closing of a work facility. In the event that such an emergency occurs during non-working hours, local radio and/or television stations and / or call out system will be used to broadcast notification of the closing. Should the Authority close before the start of a work day, all employees scheduled to work will be credited and paid with one full day's work. Should the Authority need to close prior to the close of business after the start of the work day, all employees that reported to work prior to closing shall be credited and paid for a full day's work.

ARTICLE XXIV

UNIT WORK

The Authority agrees not to utilize outside contractors for any work regularly performed by bargaining unit members. If any such outside contractor is utilized when qualified Union members are available, the Authority will pay each bargaining unit member for the hours the outside contractor performed bargaining unit work at the rate of time and one-half each employee's regular rate.

ARTICLE XXV

FULLY-BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.

B. This Agreement, except by its terms, shall not be modified in whole or in part, except by an instrument in writing duly executed by both parties.

ARTICLE XXVI

SEVERABILITY

If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Agreement, which shall remain in full force and effect; and to this end the provisions of this Agreement are hereby declared to be severable. The parties agree to commence negotiations to replace the severed provision.


ARTICLE XXVII

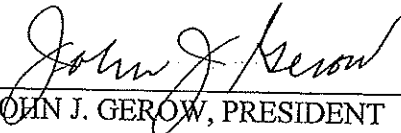
TERM

- A. The term of this Agreement shall be from January 1, 2016 to December 31, 2018.
- B. In the event the parties have not completed successor negotiations by the expiration date of this Agreement, the terms and conditions of employment contained herein will continue until a successor agreement is reached, including any and all salary increment movement.
- C. Any changes to this Agreement contained in a successor Agreement will be retroactive to the expiration date of this Agreement.

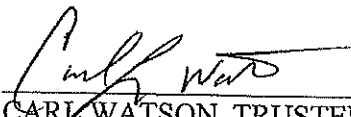
FOR THE PLAINFIELD MUNICIPAL
UTILITIES AUTHORITY

FOR TEAMSTERS LOCAL 97


HENRY V. ROBINSON,
CHAIRMAN OF THE BOARD
OF COMMISSIONERS


JOHN J. GEROW, PRESIDENT


DANIEL MEJIAS,
EXECUTIVE DIRECTOR


CARL WATSON, TRUSTEE