

A G R E E M E N T

BETWEEN

PASSAIC VALLEY WATER COMMISSION

AND

TEAMSTERS LOCAL 97 OF NEW JERSEY

EFFECTIVE: JANUARY 1, 1999

EXPIRES: DECEMBER 31, 2002

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P R E A M B L E

WHEREAS, PASSAIC VALLEY WATER COMMISSION, a public body of the State of New Jersey, County of PASSAIC, with offices located at 1525 Main Avenue, Clifton, New Jersey, hereinafter referred to as "PASSAIC VALLEY," and TEAMSTERS INDUSTRIAL AND ALLIED WORKERS UNION, LOCAL 97 with offices located at 485 Chestnut Street, Union, New Jersey, hereinafter referred to as "UNION," have reached an agreement designed to promote and maintain a harmonious relationship between Passaic Valley and the Employees of Passaic Valley who may be affected by the provisions of this Agreement; and

WHEREAS, the Senate and General Assembly of the State of New Jersey have enacted Senate Bill No. 746, known as the "New Jersey Employer-Employee Relations Act" and which bill is now known as Chapter 303 of the Laws of 1968, N.J.S.A. 34:13A-1 et seq as supplemented and amended; and

WHEREAS, Passaic Valley is subject to the rules and regulations of the New Jersey Department of Personnel Commission, as set forth in title II, N.J.S.A. by reason of the provisions of N.J.S.A. 40:62-150-1 and 150.2; and

WHEREAS, the parties hereto have agreed to enter into an Agreement which shall be consistent with the provisions of the aforesaid N.J.S.A. 34:13A-1 et seq, and which shall not be inconsistent with the provisions of Title II, N.J.S.A. as provided

in N.J.S.A. 34:13A-1 et seq, as supplemented and amended; and

WHEREAS, the Union has presented and will present interim proof that it represents a majority of public employees in an appropriate unit, as provided by N.J.S.A. 34:13A-5.3.

ARTICLE I

RECOGNITION

SECTION 1.

Passaic Valley recognizes the right of the Union and its members, excepting such persons designated in N.J.S.A. 34:13A-5.3, as supplemented and amended, to be protected in their right, freely and without fear of penalty or reprisal, to join and to assist in employee organization or to refrain from such activity. Included in the bargaining unit shall be all blue collar and white collar personnel, except managerial executives, confidential employees, supervisors, and employees represented by Local 911.

ARTICLE II

UNION SECURITY

Section 1.

All present employees who are members of the Union on the date of execution of this Agreement may remain members of the Union.

SECTION 2.

All new employees who become permanent employees during the term of this Agreement may become and remain members of the Union. Any such employees who choose not to become members of the Union shall pay 85 percent of the regular membership dues, fees and

assessments charged by the Union to its own members as provided by and in accordance with N.J.S.A. 34:13A-1 et seq, (N.J.S.A. 34:13A5.5) as supplemented and amended. Passaic Valley shall not interfere with or discourage solicitation of new members by the Union.

SECTION 3.

Passaic Valley shall deduct and transmit monthly union dues and other proper assessments from the earned wages or salary of each Union member, in accordance with the provisions of N.J.S.A. 53:14-15.9(e), as supplemented and amended.

SECTION 4.

Any request to stop deduction of union dues shall be submitted in writing to Passaic Valley. Filing of notice of withdrawal shall be effective to stop deductions as of January 1st or July 1st next following the date on which the request is submitted.

SECTION 5.

The Union shall save the Commission harmless from any and all causes of action or claims made as a result of the deductions undertaken in accordance with this Article.

ARTICLE III

BULLETIN BOARDS

SECTION 1.

Passaic Valley shall permit reasonable use of its bulletin boards by the Union to post notices concerning union business and activities.

ARTICLE IV

SUSPENSION AND DISCHARGE

SECTION 1.

Passaic Valley has and retains the right to discharge, suspend or otherwise discipline any employee for just cause.

SECTION 2.

The employee shall have the right to appeal the decision of the Personnel Director in accordance with the grievance procedure herein contained.

ARTICLE V

GRIEVANCES AND ARBITRATION

SECTION 1.

A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto, relating to wages, hours and working conditions, or any dispute between the parties involving interpretation or application of any provision of this Agreement. All grievances shall be limited in scope only to matters contained in this agreement the Grievance Procedure hereinafter set forth and agreed to by both Passaic Valley Water Commission and the Union shall be strictly adhered to. Failure to adhere to the Grievance Procedure by the employee shall be cause for disciplinary action and/or forfeiture of the grievance.

SECTION 2.

Any employee claiming to be aggrieved shall present his grievance in writing to the Personnel Director of Passaic Valley

within ten working days of its occurrence, or such grievance shall be deemed to be waived by the employee and the Union.

SECTION 3.

In the event of a claim of grievance, the steps hereinafter set forth shall be followed.

STEP 1.

The grievance shall be discussed informally between the employee and his immediate supervisor.

STEP 2.

If the grievance is not settled during this conference, it shall be discussed in conference among the Union, the employee, his supervisor and the Personnel Director. The Personnel Director shall render a written determination not later than five working days after the aforesaid conference.

STEP 3.

In the event the grievance is not settled by the procedure outlined in Section 2, then the grievance shall be the subject of a conference among the Union, Personnel Director, and the Executive Director of the Passaic Valley Commission. All parties herein mentioned shall then be given up to thirty (30) days fact finding from the date the conference is held. The Executive Director shall render a written determination not later than ten (10) working days after the thirty (30) day fact-finding period has been exhausted.

STEP 4.

In the event the grievance is not settled by the prior procedures, then the grievance shall be the subject of conference

between the Union and the Commissioners of Passaic Valley, which conference shall be held on or before the date of the next regular meeting of Passaic Valley, provided that at least 10 working days shall have elapsed since the rendition of the Executive Director or General Superintendent's determination referred to in Step 3.

STEP 5.

In the event the grievance is not resolved by the prior procedures, the Union may, within 10 working days, appeal to the Public Employment Relations Commission, requesting that the Public Employment Relations Commission appoint an arbitrator to hear and determine the matter. The arbitrator so appointed shall have full power to hear and determine the matter, and his decision shall be final and binding upon all parties.

1. The cost and expenses of any arbitrator so appointed shall be shared equally by Passaic Valley and the Union.
2. The right to request arbitration shall be limited to the parties to this Agreement.
3. Any arbitrator appointed pursuant to this Agreement may not change, modify or substitute, add to or subtract from the provisions of this Agreement. No disputes arising out of any question pertaining to the renewal of this Agreement or pertaining to the terms of any renewed Agreement shall be subject to the arbitration provisions of this Agreement.



4. In the event an arbitrator shall award retroactive pay to any employee or employees, the wages and salary which such employee or employees may have earned elsewhere during the period covered by the award shall be deducted from such award. Any such employee shall be required to furnish Passaic Valley with a sworn statement containing the name and address of every Employer and satisfactory proof of the amount of earnings earned elsewhere during the period covered by the retroaction award, or a sworn statement of "No Earnings," if that be the case, as a condition to receiving any retroactive payment.
5. Passaic Valley shall recognize the Union's authorized representatives and the Union shall recognize Passaic Valley's designated personnel for the adjustment of grievances, disputes and controversies which may arise. Such Union representatives may have reasonable opportunity to confer with employees during working hours with regard to any matter arising out of the employment relationship as may be affected by this Agreement. The Union representative shall be afforded reasonable time to transact such business without loss of pay; provided, however, that such

representative shall give timely notice and secure permission from his Supervisor before being absent from his own work assignment.

SECTION 4.

Any and all provisions of this Agreement pertaining to grievances and arbitration shall be subject and subordinate to the New Jersey Department of Personnel Statutes and the provision of the New Jersey Department of Personnel Rules and Regulations. The grievance procedures established herein shall not apply to any matter which is cognizable under the New Jersey Department of Personnel Statutes or the New Jersey Department of Personnel Rules and Regulations. The parties may, by mutual agreement, utilize the provisions of this Agreement to process grievances cognizable under the New Jersey Department of Personnel Statutes, Rules and Regulations as an alternative to Step 5 in Article V, Section 3.

SECTION 5.

No arbitration proceeding shall take place before thirty (30) days have elapsed following the final decision of the Commissioners on any grievance.

ARTICLE VI

STATEMENT OF POLICY ON DISCRIMINATION

SECTION 1.

The parties shall not discriminate against any employee because of race, color, creed, religion, nationality gender, handicap or sexual preference. No employee shall be discriminated against or interfered with because of proper union activities.

SECTION 2.

All employees shall be entitled to fair and equitable treatment by Passaic Valley and the Union with regard to the terms and conditions of employment that affect them.

ARTICLE VII

LEAVE OF ABSENCE

SECTION 1.

Upon making timely written application, a permanent employee may apply to Passaic Valley for a leave of absence, without pay, for a period not exceeding 90 days. Such request shall include the reason therefore and Passaic Valley shall give due consideration to each application. Such leave of absence may be renewed for an additional period, not to exceed 90 days, only by formal written application to Passaic Valley and subject to the approval of the Board of Commissioners.

ARTICLE VIII

PROBATIONARY PERIOD

SECTION 1.

The procedures of the New Jersey Department of Personnel Commission shall apply to all employees who are not on the permanent roll of Passaic Valley.

SECTION 2.

During any period prior to the time an employee becomes permanent, Passaic Valley may discharge such employee for any reason whatsoever and without cause. Any employee so discharged shall not have recourse to any grievance procedures of this

Agreement.

SECTION 3.

Any employee assigned or promoted to a higher position shall be deemed to be on trial in such higher position, and his status shall be determined by the provisions applicable thereto under the New Jersey Department of Personnel Rules and Regulations.

SECTION 4.

No employee shall perform the duties of a higher classification except during the qualifying period or during emergencies, or to fill in for sickness, vacation or other absence of a higher classified employee. Whenever an employee shall have performed the duties of a higher classification for twenty (20) accumulated working days within a sixty (60) day period (vacation periods excepted), he shall receive the starting rate for the higher classification or the step above his old rate, whichever is higher, but not to exceed the maximum for the new classification.

SECTION 5.

Passaic Valley shall have no obligation to re-employ any non-permanent employee who may be dismissed during this trial or probationary period.

ARTICLE IX

WORK WEEK AND OVERTIME

SECTION 1.

OFFICE, LABORATORY AND CLERICAL EMPLOYEES

The payroll shall extend from Sunday, 12:01 A.M. to Saturday, 12:00 midnight. The regular work week for office, laboratory and clerical employees shall be seven hours per day,



five days per week, Monday through Friday, with the exception of employees in those categories who are required to work an eight hour day or on Saturday and/or Sunday because of special job requirements.

Laboratory employees may additionally be scheduled to work a sixth and/or seventh day as required. For any work so performed, the employee shall be paid overtime as follows: one and one-half times the regular rate for work performed on the sixth day if he shall have actually worked the preceding five days in that payroll period and two times the regular rate for work performed on the seventh day, if he shall have actually worked the receding six days in that payroll period.

SECTION 2.

OTHER EMPLOYEES, EXCEPT SHIFT EMPLOYEES

The regular work week for all other employees, except shift employees, shall be eight hours per day, five days per week, Monday through Friday.

SECTION 3.

OVERTIME RATES

Overtime at the rate of one and one-half times the regular hourly rate of pay shall be paid for all time worked in excess of the regular work day, as defined in Section 1 and Section 2 of this Article. The regular hourly rate of pay shall be determined by dividing the regular weekly salary of office, laboratory and clerical employees by 35 and by dividing the regular weekly salary of all other employees by 40. Overtime shall be computed on the basis of 15 minute periods, and undertime shall not

be charged against overtime.

SECTION 4.

OVERTIME SHALL BE PAID AS FOLLOWS:

a. For work in excess of seven hours a day or in excess of 35 hours per week with respect to office, laboratory and clerical employees, subject to the exception provided in Article IX, Section 1;

b. For work in excess of eight hours per day or in excess of 40 hours per week with respect to all other employees as provided in Article IX, Section 3.

SECTION 5.

Each employee shall receive one and one-half times his regular rate of pay for work performed on Saturday as such, and twice his regular hourly rate of pay for work performed on Sunday as such, subject to the exceptions hereinbefore provided.

SECTION 6a

The following provisions shall apply to shift employees on a trial basis: Shift employees working a seven day, sixteen (16) hour or twenty-four (24) hour operation, shall be scheduled to work five (5) days consisting of eight (8) hours per day within a seven (7) day payroll period, excepting that a shift employee may be scheduled to work a sixth day, once per month. Such shift employees shall not be paid overtime rate provided for Saturday and Sunday work as such, but shall be paid one and one-half times their regular rate of wages for any work performed on the sixth day, and twice the regular rate of wages for the seventh day worked in any seven (7) day payroll period, except that any employee shall not

receive such scheduled overtime pay unless he shall have worked his full scheduled work week as herein defined.

SECTION 6b

In the event the Commissioners, in their discretion, determine that there are significant abuses in the operation of Section 6A, the language of that Section shall be null and void, and replaced with the following language: Shift employees working a seven (7) day, sixteen (16) hour or twenty-four (24) hour operation shall be scheduled to work five (5) days consisting of eight (8) hours per day within the payroll period, excepting that a shift employee may be scheduled to work a sixth day once a month.

Such shift employees shall not be paid overtime rate provided for Saturday and Sunday work as such, but shall be paid overtime as follows: one and one-half times their regular rate for work actually performed on the sixth day, and two times the regular rate for work actually performed on the seventh day. A shift employee shall not receive overtime pay unless he shall have actually worked each day of his scheduled work week.

SECTION 6c

Employees assigned to shift work shall be entitled to a shift differential effective January 1, 1994 as follows:

1. second shift 4:00 P.M. to 12:00 P.M. - 3%
2. third shift 12:00 P.M. to 8:00 A.M. - 5%

SECTION 7.

If a shift worker (scheduled to report for work on the midnight to 8:00 A.M. shift or the 4:00 P.M. to midnight shift) is not able to report for work because of illness, he shall be

required to call in at least four hours prior to the time he is scheduled to report for work, or he will be considered as being absent without pay.

Passaic Valley shall have the right to assign any available employee to replace any employee absent without leave.

SECTION 8

Whenever a shift employee shall be required to work on any paid holiday which is the employee's scheduled day off, he shall receive the holiday pay and applicable rate of pay for time worked.

Whenever a shift employee shall be required to work two consecutive shifts on a paid holiday, he shall receive double time for the second shift worked.

SECTION 9

Insofar as may be practicable, overtime work will be equally distributed, by strict seniority, among the employees in the various classifications normally used to perform such work.

SECTION 10

Any employee who is required to perform any work on any day when he would normally be off duty shall be guaranteed four (4) hours work at the applicable rate of pay, and in any event shall receive four (4) hours pay for such call-in, at the applicable rate.

In the event that an employee completes his required work in less than four (4) hours, he may then be assigned other work for the remainder of his four (4) hours or, if he so elects, may punch out and receive payment for only the actual time worked.

SECTION 11

All employees will be paid for the actual time worked as shown on each employee's time card.

SECTION 12.

Newly hired employees (blue collar) may be subject to Saturday and Sunday work as part of their regular forty (40) hour work week. These employees shall be guaranteed two (2) consecutive days off during the week.

ARTICLE X

HOLIDAYS

SECTION 1

For purposes of this Agreement, the following shall be considered as paid holidays and shall be paid for at straight time:

New Year's Day	Labor Day
M.L. King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

SECTION 2

Whenever any of the aforementioned holidays shall fall on Saturday, they shall be observed on the Friday preceding. Whenever any such holidays shall fall on Sunday, they shall be observed on the Monday following, subject to the provisions of law. Whenever a legal holiday shall fall on any scheduled work day, such holiday shall be counted as a day worked for the purpose of determining

overtime for such week. Any employee, (excluding shift workers to whom Article IX, Section 8 applies) who shall be required to work on such holidays, shall receive one and one-half times his regular rate of pay plus the holiday pay.

SECTION 3

An employee shall not be entitled to holiday pay when he fails to work on the normal regularly scheduled day of work immediately preceding and immediately following the holiday, unless his absence is for any of the following reasons: (a) because of a death in the immediate family as defined in Article XIV, Section 2; (b) because of illness and upon presentation of satisfactory medical proof of the illness; (c) because of an injury arising out of and in the course of his employment on any of the days mentioned hereinbefore, which injury results in his inability to continue work (the employee, if requested, shall submit to medical examination); (d) because of jury duty; and (e) because of scheduled vacation.

An employee who calls in sick on a holiday which is his scheduled day of work shall be charged a sick day for that day if he has accrued sick days available, but he shall not receive holiday pay. If the employee has no accrued sick days available, he will receive neither his regular pay nor holiday pay for that day.

ARTICLE XI

LONGEVITY

SECTION 1.

Employees hired before December 31, 1990 shall receive a

longevity payment based on their regular salary or wages, in accordance with the following schedule:

Start of 11th yr. to completion of 15th yr.	5%
Start of 16th yr. to completion of 20th yr.	7%
Start of 21st yr. to completion of 25th yr.	9%
Start of 26th yr. to completion of 30th yr.	11%
Start of 31st yr. and over	12%

SECTION 2.

All longevity pay shall be computed and paid on the anniversary date of each eligible employee. Eligible employees are those persons employed on or before December 31, 1990. Employees hired on or after January 1, 1991 are not eligible for longevity pay. Percentage of longevity shall be based on the salary or wages which the employee shall receive on the aforesaid anniversary date. Overtime rates shall include longevity.

ARTICLE XII

VACATIONS

SECTION 1.

All employees shall be entitled to a vacation (based on years of service calculated as of May 31), in accordance with the following schedule:

1 to 5 yrs. inclusive	12 days
6 to 10 yrs. inclusive	15 days
11 to 15 yrs. inclusive	17 days
16 to 20 yrs. inclusive	22 days
21 yrs. and over	25 days

SECTION 2.

If two or more employees in the same job classification

in the same department, shall have a dispute as to the date when they shall receive their vacation time, the employee with the greater seniority based on length of continuous service in that department, shall receive preference. Once vacation scheduled are approved, seniority no longer prevails. If, however, an employee exercises his/her seniority rights as to vacation scheduling and later withdraws his/her vacation request, seniority shall no longer be considered for that employee during the calendar year in which the original vacation was to be taken. Vacation shall then be scheduled based upon the needs and requirements of the employee's department.

SECTION 3.

All employees shall receive their vacation pay in advance of their scheduled vacation leave.

Section 4.

Vacation request forms will be distributed to each employee, and these forms are to be completed and returned to the Personnel Office no later than on or before March 1 of each year or a later date set by Management. Moreover, all vacation days for each employee shall be approved by Passaic Valley, and each employee must utilize his/her vacation days within the calendar year of entitlement, same not to be cumulative. Each employee may take up to six (6) one-half (1/2) day vacation time for a maximum aggregate of three (3) days of vacation time.

ARTICLE XIII

PRIOR BENEFITS

SECTION 1

The present policies and practices pertaining the life insurance, accidental death and dismemberment benefits, hospitalization, major medical insurance, supplemental accident expense benefits, medical- surgical benefits, and sick leaves, shall be continue for the duration of this Agreement, except as herein specifically provided to the contrary.

SECTION 2

When an Outpatient Treatment and Preventive Medicine Plan, acceptable to Passaic Valley becomes available through the insurance carrier administering coverage for Passaic Valley, Passaic Valley will provide this coverage for it employees.

SECTION 3

Passaic Valley shall pay the premiums for coverage provided through the State Health Benefits Program (Blue Cross, Blue Shield and Major Medical) for retired employees who retire with twenty-five 25 years or more of service, as credited in a State administered retirement system, or those who retire on fewer years of service because of disability, provided that they and who had been participating in the State Health Benefits Program and had had retired after July 1, 1964, all as more particularly provided in N.J.S.A. 52:14-17.25 et seq; N.J.A.C. 4:17-9, as provided in a resolution adopted by Passaic Valley on February 13, 1981.

Passaic Valley shall provide prescription plan coverage

(\$1 co-payment) to any employee who shall retire having 20 years or more of service up to age 65. If such employee shall die before reaching age 65, Passaic Valley shall continue the aforesaid prescription plan coverage for a period of 30 days after such death for the benefit of his/her dependent(s).

Passaic Valley shall provide a prescription plan coverage of one (\$1.00) dollar co-payment for Generic Brand drugs if available. If there is no Generic Brand drug on the market to be used in place of a name brand, then a one (\$1.00) dollar co-pay shall be paid by the employee for the name brand.

If a Generic Brand drug is available and the employee prefers the name brand, then the employee shall pay the difference in the cost of the name brand and the Generic Brand. Example:

Name Brand	\$55.00
Generic	<u>\$22.00</u>
Balance	\$33.00

SECTION 4

Passaic Valley shall provide its employees with a Closed Panel Dental Plan. Pursuant to N.J.S.A. 17-48D-9.1 and 9.2, Passaic Valley shall also offer alternative dental coverage which shall permit the employee to obtain dental service from a dentist of his/her choosing and Passaic Valley will pay for or contribute toward the cost of the alternative coverage in an amount equal to the premium or cost which it pays or contributes to the Closed Panel Plan.

SECTION 5

Passaic Valley shall provide its employees with a yearly Vision Care Plan, including family coverage. Passaic valley will

assume the full cost of the Plan.

SECTION 6

Passaic Valley shall provide its employees with the same disability coverage which is in effect for State employees under the State of New Jersey Temporary Disability Benefit Law, and as required by any future amendments thereto.

SECTION 7

The employee shall be granted an option to join a credit union to be designated by Passaic Valley and to be administered by the designated credit union at no expense to Passaic Valley. The sole obligation of Passaic Valley shall be to make payroll deductions pursuant to the arrangement entered into between the employee and the designated credit union.

ARTICLE XIV

SICK LEAVE, DEATH LEAVE AND ABSENCES

SECTION 1

Except as otherwise hereinafter, the policies and practices pertaining to sick leave and absences heretofore established under the Rules and Regulations of the Department of Civil Service shall continue in full force and effect. In each calendar year, each employee shall be entitled to a leave of absence to attend or make arrangements for the funeral of a member of the immediate family, which absence shall not exceed three (3) consecutive scheduled work days.

SECTION 2

All employees except those on approved leaves of absence, vacation and/or extended sick leave with or without pay shall be

entitled to a three-day leave of absence in the event of the death of a member of his immediate family. "Immediate family" shall include only the employee's spouse, children, brothers, sisters and parents. The Commission shall have sole discretion to grant a leave of absence in the event of the death of a person other than a member of the immediate family, such as a foster parent, mother-in-law and father-in-law.

ARTICLE XV

SENIORITY

SECTION 1

The policies and practices pertaining to seniority heretofore established under the Rules and Regulations of the department of Civil Service and by Veteran's Statutes shall continue in full force and effect.

SECTION 2

In temporary appointments, promotions and shift assignments, seniority will be used to determine the assignments and appointments provided that the employee has the ability and qualifications to perform the duties of said job.

SECTION 3

Nothing herein contained shall abrogate or in any way modify any of the rules or procedures of the New Jersey Department of Personnel. Wherever any provision of this Agreement shall conflict with any Department of Personnel's rule or procedure, the rule and/or procedures of the Department of Personnel shall control.

ARTICLE XVI

CLOTHING ALLOWANCE

SECTION 1.

(a) Whenever Passaic Valley shall require an employee to wear specific uniforms or work clothes or to use any specific equipment, the cost thereof shall be paid by Passaic Valley in accordance with Passaic Valley policy. The employee shall wear the uniform only while working for the employer (excepting safety shoes which may be worn at other times), and shall take proper care thereof. Employees are responsible for any loss of equipment and/or clothing which may have been issued to them.

(b) Passaic Valley shall pay an allowance of \$100.00 per year for OSHA/ANSI approved safety shoes. The shoes may be purchased from any vendor who carries the approved shoes.

(c) Passaic Valley shall provide Arctic Boots to those employees who may be designated by supervisor to wear them, based upon the working conditions which may require the use of Arctic Boots.

ARTICLE XVII

SICK PAY UPON RETIREMENT

SECTION 1

Upon retirement, an employee shall receive payment of one-half of his unused accumulated sick leave up to a maximum of \$15,000.

This compensation shall be paid in a lump sum after the effective date of retirement, or at the option of the employee in

four quarterly installments on the first day of January, April, July and October, with payment beginning on the quarterly date next following the date of retirement.

ARTICLE XVIII

PERSONAL DAYS

Each employee is eligible for one (1) day of personal leave.

Effective January 1, 2001, any employee who does not elect to use his/her personal day shall not be paid for that day. Additionally, the personal day shall not carry over into the next succeeding calendar year.

Except in the case of emergencies, employees must notify their immediate supervisor twenty-four hours in advance of using a personal day.

An employee's immediate supervisor must approve all personal day requests.

The use of personal day shall not be unreasonably denied.

If any employee is denied the use of a personal day, that employee shall be paid for the day unless it is mutually agreed to use the personal day at another time during the calendar year.

FOR THE 2000 CALENDAR YEAR, ANY EMPLOYEE WHO DOES NOT USE HIS/HER PERSONAL DAY, WILL BE PAID FOR THE DAY.

ARTICLE XIX

WAGES

SECTION 1.

All employees shall receive an increase of 3.0 percent in wages or salary for the year 1999; effective January 1, 1997, and shall receive an increase of 3.25 percent in wages or salary for the year 2000, effective January 1, 2000; shall receive an increase of 3.25 percent in wages or salary for the year 2001, effective January 1, 2001; and shall receive an increase of 3.25 percent in wages or salary for the year 2002, effective January 1, 2002. The maximum of the salary range of each employee shall be increased accordingly.

SECTION 2.

All employees shall be hired at wages established by the Passaic Valley Water. Employees shall receive wage increases specified by the contract. All employees within the bargaining unit shall be eligible to receive an increment provided the Passaic Valley's management determines that an individual employee's job performance and/or evaluation warrants same. This provision will apply to all employees hired on and after January 1, 1997.

SECTION 3.

The increment progression from the minimum to the maximum rate in each classification shall be achieved on a four-year schedule for all employees hired on or before December 31, 1990. The amount of the increment shall be determined by subtracting the minimum rate from the maximum rate in each classification and dividing the difference by four.

not limited to, the methods, means, processes, materials, procedures and employees to be utilized, so long as the employees' health and safety are not affected;

(f) To determine the work performance levels and standards of performance of the employees, consistent with the New Jersey Department of Personnel Rules;

(g) To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance, as provided by and limited by law;

(h) To assign work determines will benefit Passaic Valley, the employees, and/or the clients it serves.

SECTION 2.

The exercise of the foregoing powers, rights, authority, duties or other responsibilities of Passaic Valley, the adoption of policies, rules, regulations and practices in furtherance thereof, the establishment or change in any term or condition of employment, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement as provided by law.

SECTION 3.

Nothing contained herein shall be construed to deny or restrict Passaic Valley in its exclusive right to administer itself and control the work of its personnel, nor to deny or restrict Passaic Valley in any of its rights, responsibilities and authority under any national or State laws or local ordinance as provided by law.

SECTION 4

The failure to exercise any or the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein. Any act taken by the Employer not specifically prohibited by this Agreement shall be deemed a management right, and shall be considered such as if fully set forth herein as provided by law.

SECTION 5

The Union, on behalf of the employees, agrees to cooperate with Passaic Valley to attain and maintain full efficiency and Passaic Valley agrees to receive and consider constructive suggestions submitted by the Union toward these objectives. During the term of this Agreement, the Union and Passaic Valley shall request a re-evaluation of the job duties of the "main gang."

ARTICLE XXI

SUBCONTRACTING OF WORK

SECTION 1.

If, during the term of this Agreement, Passaic Valley contracts or subcontracts work normally performed by employees covered by this Agreement, affected employees will be given every priority available to continue their employment within their classification or any other eligible position available for which they are qualified, prior to layoff or similar action.

SECTION 2

Passaic Valley agrees to meet with the Union to discuss

all layoff or job displacements.

ARTICLE XXII

EMPLOYEE SAFETY

SECTION 1

Passaic Valley shall form a safety committee consisting of representatives of Passaic Valley and the Union. The Committee shall have the responsibility to investigate and recommend corrective action on unsafe and unhealthful conditions. The safety committee member representing the Union shall be permitted a reasonable opportunity to visit work locations throughout the Passaic Valley facilities where employees covered by this Agreement perform their duties, for the purpose of investigating safety and health conditions, during work hours with no loss in pay for a period not to exceed one hour per day, when and if requested.

SECTION 2

Passaic Valley will provide such safety devices as it shall determine to be appropriate for the protection of its employees, and the employees shall utilize such devices as directed.

SECTION 3

Employees shall not be required to work where conditions exist which violate safety rules and regulations of Passaic Valley. An employee whose work has been temporarily eliminated as a result of a hazardous condition may be assigned to other work in the interim.

SECTION 4

Employee complaints of unsafe or unhealthful conditions

shall be promptly investigated. Corrective action shall be initiated at the earliest practicable time to bring such conditions within safety guidelines.

SECTION 5

A system of physical examinations for employees working in "hazardous" areas (i.e., where truck fumes or chlorine are present) or in areas where environmental conditions may be a health hazard will be instituted by the Commission. The procedures, frequency, and details of the examination will be in the discretion of the commission. The Commission shall determine which areas are considered "hazardous." The examinations will be paid for by the Commission.

ARTICLE XXIII

MISCELLANEOUS

SECTION 1

No employee shall make or be requested to make any agreement or to enter into any understanding inconsistent with or conflicting with the terms of this Agreement.

SECTION 2.

Employees excepted from the provisions of this Agreement by the terms of N.J.S.A. 34:31A-5.3 shall not perform the work of other employees except in case of emergency.

SECTION 3

No provision of this Agreement shall be construed or interpreted to imply any reduction of present wages or working conditions.

SECTION 4

Before any new job openings are established, notification for these openings shall be given to all qualified employees at least 10 days prior thereto, by posting a notice on the Passaic Valley bulletin boards.

SECTION 5

Each employee may take a daily, fifteen (15) minute "coffee" break between 9:30 a.m. and 10:30 a.m., unless workload/duties otherwise dictate. In such circumstances, when the "coffee" break cannot be taken with the established time period because of workload/duties, the Supervisor's prior consent shall be required and an appropriate alternate break time shall be arranged.

ARTICLE XXIV

STRIKES AND LOCKOUTS

SECTION 1

The Union and the employees or either of them shall not call or engage in a strike or threats thereof for any cause whatsoever, nor shall the Union or any of the employees cause or participate in any cessation of work, slowdown, work stoppage or interference of any kind with Passaic Valley operations and Passaic Valley shall not institute a lockout.

ARTICLE XXV

SAVING CLAUSE

SECTION 1

Should any part of any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or any judgment of a court of

competent jurisdiction, the invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof.

ARTICLE XXVI

GENERAL RULES OF CONSTRUCTION

In the construction of this Agreement, words and phrases shall be read and construed in context, and shall, unless inconsistent with the manifest intent of the parties, or unless another or different meaning is expressly indicated, be given their generally accepted meaning, according to approved usage of the language. Technical words and phrases, and words and phrases having a special or accepted meaning within the operation of Passaic Valley shall be construed in accordance with such technical or special and accepted meaning.

ARTICLE XXVII

DEFINITIONS

Unless otherwise expressly provided or there is something in the subject or context repugnant to such construction, the following definitions shall apply to this Agreement:

Employee(s)- Whenever the work employee(s) is used, the same shall be understood to include and to apply only to members of the negotiating unit and shall not include and apply to management employees of Passaic Valley.

Number, Gender- Whenever, in describing or referring to any person, party, matter, or thing, any work importing the singular number or masculine gender is used, the same shall be understood to include and to apply to several persons or parties, as well as to

one person or party, and to females, as well as males, and to several matters and things, as well as to one matter or thing.

ARTICLE XVIII

COMPENSATION POLICY

SECTION 1

During a period of absence due to an accident arising out of and in the course of employment, an injured employee, while receiving Worker's Compensation, may elect to receive the difference between the amount received from the compensation carrier and the amount of his regular salary, providing he has sufficient unused accumulated sick time. In that event, such absence shall be charged against his accumulated sick time at the rate of one-half day for each day of absence.

ARTICLE XXIX

FULLY BARGAINED PROVISIONS

SECTION 1.

This Agreement represents 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.

SECTION 2

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by

the parties after the exercise of that right and opportunity are set forth in this Agreement.

SECTION 3

Passaic Valley and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matters or subject not specifically referred to or covered in this Agreement, even though each subject or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

SECTION 4

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

ARTICLE XXX

TERM OF AGREEMENT

The terms of this Agreement extend from January 1, 1999 through December 31, 2002

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents, on the date set forth next to the appropriate signature.

PASSAIC VALLEY WATER COMMISSION

Thomas R. Kelly
President

TEAMSTERS LOCAL 97 OF NJ

John J. Gerow
John J. Gerow
President

DATED: 6/1/01

Patrick Guaschino
Patrick Guaschino
Director of Public Employee

ATTEST:

Charlotta R. Alvino
Administrative Secretary