

AGREEMENT

BETWEEN

MERCER COUNTY IMPROVEMENT AUTHORITY

AND

LOCAL 2287 OF

THE AMERICAN FEDERATION OF  
STATE, COUNTY AND  
MUNICIPAL EMPLOYEES

AFL-CIO

FINAL

Effective: January 1, 2005  
Expiration: December 31, 2007

The following represents  
the agreement between the

Mercer County Improvement Authority

County of Mercer

and

Local 2287

of the

**American Federation of  
State, County and Municipal  
Employees AFL-CIO**

for the period

January 1, 2005 to December 31, 2007.

Pete Sanford, Union President

AFSCME Local 2287

County of Mercer

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## **PREAMBLE**

This Collective Negotiations Agreement, commencing on January 1, 2005 between the Mercer County Improvement Authority (The "Agreement") (MCIA) , hereinafter referred to as the "Employer and/or MCIA," and Local Number 2287 of the American Federation of State, County, and Municipal Employees (AFL-CIO), hereinafter referred to as the "Union."

WHEREAS, the MCIA has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its employees, insofar as such practices and procedures are appropriate to the functions and obligations of the MCIA to retain the right to effectively operate in a responsible and efficient manner and are consonant with the paramount interests of the County of Mercer, N.J., (The "County"), and its citizens; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County and The MCIA by the statutes and law of the State of New Jersey; and

WHEREAS, it is the intention of this Agreement to provide for the salary structure, fringe benefits, and employment conditions of employees covered by this Agreement, to prevent interruptions of work and interference with the efficient operations of the MCIA and to provide an orderly and prompt method for handling and processing grievances;

WHEREAS, the MCIA and the Union agree that the working environment should be characterized by mutual respect for the common dignity to which all individuals are entitled;

WHEREAS, the Employer and the Union entered into an Agreement on January 1, 2005 which Agreement was approved by the MCIA –Board of Commissioners.

NOW, THEREFORE, the parties agree with each other as follows:

### **1. RECOGNITION**

1.1 The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other terms and conditions of employment for all of its employees in the classification listed under Appendix A hereto, and by reference made a part of this Agreement, and for such additional title classifications as the parties may later agree to include.

### **2. MANAGEMENT RIGHTS**

2.1 The Employer retains and may exercise all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey. Except lawfully as specifically abridged, limited, or modified by the terms of this Agreement between the Employer and the Union, all such rights, powers, authority, prerogatives of management, size and composition including, but not limited to determine policy, procedures, work force and manning requirements, the time, manner and

method of work to be performed, the direction of the work force decisions involving efficiency and productivity, decisions to contract out of work and services, promotional criteria and procedures, disciplinary penalties and discharges and the right to promulgate and enforce reasonable and necessary rules and regulations governing the conduct and the activities of the employees are exclusively retained by the Employer.

2.2 MCIA employees are subject to mandatory **payroll deductions** including but not limited to federal and state income tax, Social Security Tax (FICA), Unemployment Insurance, the Public Employees Retirement System (pension) and Health Benefits Contributions. Other authorized deductions may be made on a voluntary basis and upon certification from the employee for deferred compensation, pension loans, life insurance or sunshine club.

### **3. UNION SECURITY**

3.1 Upon receipt of a lawfully dated and executed written authorization from an employee, the Employer agrees to deduct the regular monthly union dues of such an employee from his pay and remit such deduction by the tenth day of the succeeding month to the official designated by the Union in duly notarized and dated writing, executed by an authorized officer of this Union, to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. Such deductions are defined and shall be made in compliance with "Title 52 of the Revised Statutes of the State of New Jersey," as amended by Chapter 345, P.L. 1981. The authorization shall remain in effect unless terminated by the employee who must give written notice of such cancellation (notice of withdrawal) to the Employer and the Union. Such termination of dues deductions shall take place as of the January 1st or July 1st next succeeding the date on which dated and executed written notice of withdrawal is filed by an employee with the Employer and the Union.

3.2 Dues deduction for any employee covered by the terms and conditions of this Agreement shall be limited to AFSCME Local 2287. Existing written authorization for dues deduction to an employee organization other than AFSCME Local 2287 must be terminated within sixty (60) days of the date of execution of this Agreement.

3.3 Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit, or any temporary employee who does not join within the date of satisfactory completion of the probationary period or the completion of a three (3) month period following the beginning of employment, whichever is sooner, shall as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85 percent of the regular Union membership dues, fees, and assessments as certified by the Union to the Employer. This clause is not applicable to Court employees.

3.4 The Union agrees to indemnify, defend and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action by the Employer under the provisions of this Article 3. **Union Security**. The Union agrees to, at all relevant times,

maintain a "demand and return system" as shall than be required by all applicable law, as same may be amended.

3.5 The Union 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, provided that no modification is made to the provision by a successor agreement between the Union and the Employer.

3.6 The determination of the appropriate representation fees, those employees covered, payroll deduction provision, challenges to fair share fee assessments, time for fair share payments, and all other questions relating to the Agency Shop Law and its proper interpretation shall be made in accordance with Public Law 1979, Chapter 477, and N.J.S.A. 34:13A5.4-5.5 and 5.6 et seq.

#### **4. WORK SCHEDULES/WORK SHIFTS**

4.1 The work week shall consist of five (5) consecutive days, Monday through Friday, inclusive except for employees in continuous operations. A continuous operation is defined as an operation where the nature of the work provides for more than an eight (8) hour period per day and/or more than five (5) days per week. Any exception to the work schedules as outlined above may be made by the Employer and the Union by mutual agreement.

4.2 Where the nature of the work involved requires continuous operations, employees will have their schedules arranged in a manner which will reasonably attempt to achieve the goal that, on a rotation basis, that all employees will have an equal share of Saturdays and Sundays off, distributed evenly through the year.

4.3 The normal work shifts for all employees covered by this Agreement shall be as follows:

- a. MCIA White Collar (MCW) - - seven (7) hours per day with one (1) hour unpaid lunch.
- b. MCIA Blue Collar (MCB)- - seven (7 ) hours per day with one (1) hour paid lunch period.

#### **Enforcement:**

#### **Solid Waste Enforcement Officer(s):**

Weekly work schedule is determined on a rotational basis.

*Example:* Enforcement Officer "A" is scheduled 6am to 2pm for a said week. He/she will work 5 days a week, Tuesday to Saturday, paid for 8hrs a day. (Note: Officer is paid for lunch) Officer "B" covers that week's Monday 6am to 2pm shift. Officer "B" resumes normal schedule for the rest of the week. (8:30am to 4:30pm Tuesday to Friday) Officer "C" would work a normal schedule for said week. (8:30am to 4:30pm Monday to Friday)

The following week Officer "B" would be scheduled for the early shift with Officer "C" covering Monday's 6am to 2pm shift. Meanwhile Officer "A" resumes a normal work schedule. The next

week Officer "C" would be schedule for the early shift. This continues throughout the year on a rotational basis.

**Transfer Station:**

**Scalermaster(s):**

Weekly work schedule is determined on a rotational basis.

*Example:* Scalermaster "A" is scheduled 6am to 2pm for a said week. He/she will work 5 days a week, Tuesday to Saturday, paid for 8hrs a day. (Note: Scalermaster is paid for lunch) Scalermaster "B" covers that week's Monday 6am to 2pm shift. Scalermaster "B" is then schedule to work the closing shift for the rest of the week. (10:00am to 6:00pm Tuesday to Friday)

4.4 The starting times of work shifts shall be determined by the Employer on January 1, and July 1of each year without prior consultation with the union. Emergency or exigency assignments may be made, at any time, without prior consultation with the Union.

4.5 Employees are entitled to two fifteen (15) minute breaks during each shift(one in the morning and one in the afternoon). In no instance may this break be taken immediately proceeding or following the lunch period. Employees who are required to work beyond regular quitting times shall receive a fifteen (15) minute break time when the period of work beyond the regular shift exceeds Three (3) hours. Break time shall not be accumulated and shall not interfere with operational needs.

**5. OVERTIME**  
**(MCIA Blue Collar)**

5.1 Time and one-half the **full time** employee's regular rate of pay shall be paid for all work performed by full-time employees under any of the following conditions, but compensation shall not be paid twice for the same hours.

a. All work performed in excess of the following weekly work schedule:

1. MCIA Blue Collar - 40 through 48 hours.

5.2 Double time the employee's regular rate of pay shall be paid for work performed under the following conditions:

a. All work performed on Sunday, excepting continuous operations.

b. All consecutive hours of work performed in excess of sixteen (16) consecutive hours.

c. All non-scheduled work performed on a holiday outside of an employee's normally scheduled work shift when an employee is called in to work because of a natural emergency (i.e., snow, ice and wind storms, flooding conditions, as defined by the employee's department head).

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d. MCIA Blue Collar- 49 hrs and above

e. All work performed on a holiday.

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5.3 Authorized sick days, vacation days, personal days, or any other authorized leaves of absence with pay are considered work days for the purpose of computation of overtime payments in Paragraphs 5.1 and 5.2 above.

5.4 **Part-time employees** are exempted from the overtime provisions and 5.1 and 5.2 above. They shall be compensated for all hours worked in accordance with the following schedule:

a. MCIA Blue Collar - Compensation shall be paid at the employee's straight-time hourly rate of pay for the first 40 hours worked weekly. Overtime compensation at the rate of time and one-half an employee's straight-time hourly rate of pay shall be paid for all work performed in excess of 40 through 48 hours weekly.

5.5 Specific operations shall be exempted from the overtime provisions outlined in Paragraphs 5.1 and 5.2 above by mutual agreement between the Employer and the Union.

5.6 Overtime opportunities will be distributed as equally as possible, based upon availability, skill and ability among employees in the same job classification, department, division, and shift. It is understood that nothing in this clause shall require payment for overtime hours not worked.

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5.7 Employees may elect to take compensatory time in lieu of overtime. However, no employee may accumulate more than 240 hours of compensatory time. Compensation time in excess of 240 hours must be paid out at the earliest opportunity. The base rate of pay for calculating compensatory time payouts shall be the employee's base pay rate at the time the compensatory time was earned. Overtime earned and booked as compensatory time shall be entered pursuant to clauses 5.1 or 5.2 as applicable. Upon separation an employee will be paid for their accumulated comp. and vacation time.

5.8 All work performed by all employees, covered under this agreement, for special events, on non-normally schedule work hours may receive compensatory time as determined by the affected employee's choices

**(MCIA White Collar)**

5.9 Time and one-half a full time employee's regular hourly rate of pay shall be paid for all authorized overtime work performed by full-time employees under any of the following conditions, but compensation shall not be paid twice for the same hours.

a. All work performed in excess of Forty (40) through 48 hours in a work week, except as otherwise provided in Paragraph 5.10 below.

b. All work performed on a Saturday.



5.10 Double time the employee's regular hourly rate of pay shall be paid for all authorized overtime work performed under the following conditions:

- a. All work performed on Sunday.
- b. All consecutive hours of work performed in excess of sixteen (16) consecutive hours.
- c. MCIA White Collar- 49 hours and above
- d. All work performed on a holiday.

5.11 Authorized overtime work performed beyond the normal work schedule shall be calculated and paid in the following manner:

- a. From the sixteenth minute through the thirtieth minute of authorized overtime, a one-half hour overtime payment.
- b. From the thirty-first minute and thereafter of all authorized overtime, payment for all overtime worked, commencing with the termination of the normal work schedule through the termination of authorized overtime assignment.

5.12 Authorized sick days, vacation days, personal days, or any other authorized leaves of absence with pay are considered work days for the computation of overtime payments in Paragraphs 5.9 and 5.10 above.

5.13 Part-time employees are exempted from the overtime provisions of 5.9 and 5.10 above. They shall be compensated for all hours worked in accordance with the following schedule:

5.14 Compensation shall be paid at the employee's straight-time hourly rate of pay for the first 40 hours worked weekly, excluding meal periods. Overtime compensation at the rate of time and one-half an employee's straight-time hourly rate of pay shall be paid for work performed in excess of 40 hours weekly, excluding meal periods.\

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5.15 All Employees covered by the provisions of this Article shall be entitled to elect to be paid for authorized overtime hours worked in accordance with Paragraphs 5.9, 5.10 and 5.11 above or to be given compensatory time off on an hour for hour basis. Subject to the limitations and conditions contained herein. Upon separation an employee will be paid for their accumulated comp. and vacation time.

5.16 Overtime opportunities will be distributed as equally as possible based upon availability, skill and ability, according to seniority among those employees within a division who regularly perform such work. It is understood that nothing in this clause shall require payment for overtime hours not worked.

5.17 All work performed by all employees, covered under this agreement, for special events, on non-

normally schedule work hours may receive compensatory time as determined by the choice of the employee.

## 6. PAY SCALES - RATES OF PAY

- 6.1 The rates of pay for all employees covered by this Agreement for calendar years 2005, 2006 and 2007 shall be set forth in the Compensation Schedules attached as Appendixes B through C. Part-time employees (employees working twenty (20) hours a week or more) will receive **pro-rated** wages and benefits.
- 6.2 During the term of this Agreement, the compensation schedule will not be changed unless by mutual consent of the Employer and the Union.
- 6.3 The salary package for calendar years, 2005, 2006 and 2007 shall be as follows
- a. Effective January 1, 2005 all employees shall receive a one and three-fourths (1.75%) percent salary increase.
  - b. Effective July 1, 2005 all employees shall receive a one and three-fourths (1.75%) percent salary increase.
  - c. Effective October 1, 2005 all employees shall be moved into proper step, associated with their range, which is greater than their salary for their respective title .
  - d. Effective January 1, 2006 all employees shall receive a three and one half (3.5%) percent salary increase.
  - e. Effective July 1, 2006 all employees in grade January 1, 2006 shall receive one increment on the step guide within the salary range for their respective title as set forth in the compensation schedule attached.
  - f. Effective January 1, 2007 all employees shall receive a three and one half (3.5%) percent salary increase.
  - g. Effective July 1, 2007 all employees in grade January 1, 2007 shall receive one increment on the step guide within the salary range for their respective title as set forth in the compensation schedule attached.
- 6.4 A MCIA Blue Collar employee who performs work in a higher pay classification other than his own for at least four (4) hours in any work day shall receive the higher rate of pay for such work for the period of time it is performed and his salary shall be adjusted to the step in the range of the higher pay classification which reflects a minimum of five (5) percent salary increase above his present salary, and in no instance would an employee receive less than his present salary.

6.5 A MCI White Collar employee who performs work in a higher pay classification other than his own shall have his salary adjusted to the step in the range of the higher pay classification which reflects a minimum of five (5) percent salary increase above his present salary, provided however, such assignment is authorized by the Department Director, Chief, Division of Employee Relations and the Executive Director.

## **7. EMERGENCY CALL-IN TIME**

7.1 Any employee who is called in on an emergency basis other than his regularly scheduled shift shall be guaranteed not less than four (4) hours pay at the contract rate provided.

## **8. INSURANCE AND RETIREMENT BENEFITS**

8.1 The Authority agrees to provide eligible employees and their eligible dependents (and Domestic Partners if required by law) with Hospitalization, Medical and Major Medical Insurance through the New Jersey State Health Benefits Program or to provide analogous but not identical health benefits coverage through a self-insurance program or independent insurance carrier. The premium costs for said programs shall be fully paid by the Authority except that in the election of a Health Maintenance Organization Programs, an eligible employee shall continue to be required to pay, through payroll deductions, the difference in cost, if any, between standard Hospital/Medical coverage and HMO coverage.

8.2 The Authority agrees to provide Hospital/Medical insurance to eligible retired employees in accordance with the provisions of Chapter 48, Public Law of 1999. Said insurance will analogous but not identical coverage continue under any self-insurance program or independent carrier the Authority may choose.

8.3 The Authority agrees to provide a co-payment Prescription Drug Program (\$12.00 brand name and \$4.00 generic drugs) to eligible employees and their eligible dependents; the premium costs for said program to be paid by the Authority . Further, for the purposes of this Program, eligible newly hired employees shall be defined as full-time permanent employees only.

8.4 The Authority agrees to provide female contraceptives to this drug program.

8.5 The Authority shall provide for the payment of accumulated unused sick leave at the time of retirement of an eligible employee at the rate of fifty percent (50%) of his/her accumulated unused sick time to a maximum of eighteen thousand dollars (\$18,000).

8.6 The Authority agrees to provide a Dental Insurance Coverage to eligible employees and their dependents. (and Domestic Partners, if required by law) There shall be three types of coverage as follows:

- a. Basic Dental Coverage (as analogous but not identical to the coverage defined by the current dental contract.)
- b. Premium Dental Insurance.

c. Eastern Dental Insurance.

The Authority will pay all the costs of the Basic Dental Program. Employees shall be responsible for any additional costs associated with the premium dental program or the Eastern Dental Program in excess of the cost for basic coverage.

8.7 Any change in carriers shall be discussed and reviewed with the Union prior to implementation.

8.8 The Authority agrees to employ its best efforts to make available insurance coverage the State Disability Plan. All eligible employees are required to follow the procedures as outlined under this Plan.

8.9 Effective January 1, 2005, each active employee except those with single coverage shall have deducted from his or her salary \$22.00 per pay period for all medical, dental and prescription drug insurance. Those employees with single coverage shall have \$17.00 per pay period deducted for such medical, dental and prescription drug insurance coverage.

8.10 Effective January 1, 2007, each active employee except those with single coverage shall have deducted from his or her salary \$24.00 per pay period for all medical, dental and prescription drug insurance. Those employees with single coverage shall have \$19.00 per pay period deducted for such medical, dental and prescription drug insurance coverage. There shall be no other increase in this health co-payment for the duration of the contract.

8.11 The Authority agrees to establish a vision care program which is not a reimbursement program. The vision care program will allow eligible Authority employees to receive discounts from designated County-wide providers to reduce costs in the purchase of lenses, frames and eye examinations.

**9. PAID LEAVES OF ABSENCE**

9.1 Bereavement Days-In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, grandparents, grandchild or any other relative living in the household of the employee, said employee shall be excused for a period not to exceed five (5) working days in a (7) seven-day period for bereavement purposes beginning with the day of death or the day after the day of death. The employee will be paid his regular hourly rate of pay for any such days of excused absence which occur during his normal work week, but in no event more than eight (8) hours straight pay (MCIA Blue Collar), or seven (7) hours straight pay (MCIA White Collar) for any one (1) day.

9.2 Union Business- An employee who is duly authorized in writing to be a representative of the Union shall be granted a leave of absence with pay for the time necessary to conduct Union business or attend conventions. The Union shall be authorized an aggregate of no more than ten (10) days in any calendar year for the above purpose, provided a request for such days is made in writing and authorization granted by the Executive Director. The Union President and/or his/her designee shall be allowed such time off as is necessary to conduct intra-county Union business, provided that prior approval is requested and

authorization granted by the Division Director.

9.3 Occupational Injury Leave- Any employee who is disabled because of occupational injury or illness shall be covered by the provisions of the Authority's adaptation of the New Jersey Workers' Compensation Law from the day after the date of injury or illness and shall be eligible for a leave of absence for the entire period of disability as certified by MCIA's physician on initial or, at MCIA's sole discretion, on reexamination(s). This adaptation shall be 70% of the employee's wage, with no maximum salary cap.

Employees on an authorized leave of absence shall be paid temporary workers' compensation benefits as set by law and by the Division of Worker's Compensation for the period of their disability commencing the day after the date of the injury or illness.

9.4 Sick Leave- All full-time permanent, full-time temporary or full-time provisional employees shall be entitled to sick leave with pay.

a. Paid Sick Leave may be utilized by employees when they are unable to perform their work by reason of personal illness, maternity, accident, or exposure to contagious disease. Paid Sick leave may also be utilized for up to five (5) days per year. For the attendance by the employee upon a member of the immediate family who is seriously ill. Sick leave may be taken in hourly units.

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b. The sick leave with pay shall accrue to any full-time permanent employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter, said fifteen (15) days to be credited effective January 1 of each succeeding year.

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c. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

d. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment excepting as provided under Article entitled, "Insurance and Retirement Benefits."

e. If an employee is absent for reasons that entitle him to sick leave, **the employee's supervisor shall be notified, by the employee, as of 30 minutes prior to the employee's usual reporting time**, except in those situations where notice must be made prior to the employee's starting time in compliance with specific department regulations.

(1) Failure to so notify his supervisor shall be cause for denial of the use of sick leave for that absence and further disciplinary action.

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(2) Absence without proper notice for five (5) consecutive days shall constitute a resignation not in good standing.

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f. **Transfer Station Personnel and Enforcement Officers**

In case of an **emergency call out**, the Scale Master and Enforcement Officer that are scheduled to open the Mercer County Transfer Station must follow the following procedures or face automatic termination:

(1) **Scale Master:**

- Must call 1hr before the scheduled opening time.
- Call Transfer Station Operations Manager (Operations Manager will then call scheduled early morning Enforcement Officer first, if unable to reach early morning Enforcement Officer, Operations Manager will then call Principal Enforcement Officer).
- If unable to reach Transfer Station Operations Manager, then Scale Master must call Principal Enforcement Officer. (Principal Enforcement Officer will then call the scheduled Enforcement Officer.)
- If unable to reach Principal Enforcement Officer, then Scale Master must call scheduled Enforcement Officer.
- If unable to reach scheduled Enforcement Officer, then Scale Master must call Senior Enforcement Officer.
- If unable to reach Senior Enforcement Officer, then Scale Master must call an Enforcement Officer. (A list of Enforcement Officers, listed by seniority, will be provided.)

**Note:** Scale Master must speak to one of the abovementioned personnel or repeat said procedure. If Scale Master does not speak to one of the abovementioned personnel then he or she must report to the Transfer Station to ensure the facility is open on time.

(2) **Enforcement Officer:**

- Must call 1hr before the scheduled opening time.
- Call Principal Enforcement Officer. (Principal Enforcement Officer will then contact the scale house to ensure the Transfer Station is open or report to the scale house.)

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g. The Employer may require proof of illness or injury of an employee on sick leave or Workers' Compensation whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action. The MCIA may also require the employee to be examined or reexamined, at any reasonable time by MCIA's physician(s) and to provide MCIA's physician(s) with requested medical records. The MCIA shall pay the cost of examinations it requires, by its own physician.

- (1) In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required, both to verify the need for leave and to return to work.
- (2) The Employer may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined by the County Physician or by a physician designated by the County Physician. Such examination shall establish

whether the employee is capable of performing his normal duties without limitations and that his return will not jeopardize the health of the other employees.

h. Part-time permanent employees will earn sick time on the basis of one day earned for every 20 full days worked.

i. Part-time temporary, part-time provisional, seasonal, or hourly paid employees shall not be entitled to sick leave.

j. Sick leave credits shall continue to accrue while an employee is on leave with pay and authorized leave of absence due to work-related injury or illness. Credits shall not accrue while an employee is on any leave without pay except active military leave.

k. Nothing contained in this Agreement shall limit or prevent the MCIA from instituting a lawful sick leave and/or Workers' Compensation verification policy(ies).

9.5 Sick Leave Buy Back- Full time employees having accumulated ten (10) or more of their fifteen (15) sick days for that year, will have the option of being paid five (5) days wages in lieu of carrying over five (5) of their sick days.

Any employee wishing to exercise the sick leave pay option must exercise this option by December 1 of the year in which the requirements have been met. An employee shall make this request in writing to the Chief, Division of Employee Relations. Any decision to exercise this option subsequent to December 1 of the year in which the requirements have been met shall not be considered.

9.6 Jury Duty- All employees covered by the terms of this Agreement shall be granted a leave of absence with pay when required to serve on jury duty. Employees granted this leave of absence shall be required to return or reimburse the Employer for any jury fees or compensation received by them for serving on jury duty.

In the event that an employee serving on jury duty is given advance notice that he is not to report for jury duty on any specific day, said employee shall report for work at his normal starting time. Should an employee serving on jury duty be released from jury duty prior to 12:00 noon on any specific day, he shall be required to report to work for the remainder of his shift.

In the event that an employee serving on jury duty is released after 12:00 noon, said employee shall not be required to report to work for the remainder of his shift.

For the purposes of this Article, any employee who is called upon to serve jury duty shall have his work schedule adjusted, if necessary, to place him on the normal (daytime) shift for the period of time he is required to serve jury duty.

## **10. ABSENCE WITHOUT LEAVE**

10.1 Any unauthorized absence of an employee from duty shall be an absence without leave and is

cause for disciplinary action and/or termination.

10.2 Leave granted for a particular reason and used for a purpose other than that for which such leave was granted, shall be unauthorized absence and may be cause for disciplinary action and/or termination.

## 11. FAMILY AND MEDICAL LEAVE

11.1 General Policy. There may be occasions when an employee requests to be temporarily relieved of his or her work responsibilities for family or medical leave. In such instances, the MCIA will grant leaves of absence in accordance with the requirements of the federal Family Medical Leave Act ("FMLA") and New Jersey Family Leave Act ("FLA"). Under the FMLA, eligible employees who request leave because of (i) the birth, adoption or placement of child in foster care with employee; (ii) the employee's serious health condition; or (iii) the serious health condition of the spouse, child or parent of the employee, will be granted unpaid family or medical leave of up to twelve (12) weeks in any twelve (12) month period. Under the FLA, eligible employees who request leave because of (i) the birth or adoption of a child, or (ii) the serious health condition of the spouse, child or parent of the employee, will be granted unpaid family or medical leave of up to twelve (12) weeks in any twenty-four (24) month period. Leave under either the FMLA or the FLA provides the employee with certain assurances of job security and continued employee benefits during the leave.

11.2 Eligibility. Full-time (and some part-time) employees maybe eligible for family or medical leave if they meet the requirements set forth below:

- a FMLA. Employees are eligible for FMLA leave if:
  - (1) They have worked for the MCIA for at least 12 months; and
  - (2) They have worked at least 1250 hours during the 12 month period immediately preceding the start of the requested leave.
  
- b FMLA: Employees are eligible for FLA leave if:
  - (1) They have worked for the MCIA for at least 12 months; and
  - (3) They have worked at least 1000 hours during the 24 month period immediately preceding the start of the requested leave.

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11.3 12 or 24 Month Period. The MCIA will use a rolling 12 or 24 month period to measure eligibility for requested leave under either the FMLA or the FLA. This means that the 12 month period under the FMLA or the 24 month period under the FLA will be measured backwards from the date on which the leave is requested to commence.

11.4 FMLA Leave Entitlement vs. FLA Leave Entitlement:

- a FMLA Leave. May be taken for the following reasons:
  - (1) The birth, adoption or placement in foster care of a child;
  - (2) The employee's serious health condition; or
  - (3) The serious health condition of the spouse, child or parent of the



employee.

- b FLA Leave: May be taken for the following reasons
  - (1) The birth or adoption of a child; or placement in foster care of a child.
  - (2) The serious health condition of the spouse, child or parent of the employee

If an employee requests leave that is covered by both the FMLA and the FLA, the leave simultaneously counts against the employee's entitlement under both acts. For example, if the employee requests leave for the birth of a child, such leave would be covered under both the FMLA and the FLA. The employee would therefore only be entitled to a total of 12 weeks leave. If, however, the employee requests leave that is only covered by the FMLA, it shall not abridge the employee's right to request leave for reasons allowed under the FLA. This means that in certain limited circumstances, the employee may be entitled to up to twenty-four (24) weeks leave in a twelve (12) month period. For example, if the employee requests leave to care for his/her own serious health condition, such leave would only be covered by the FMLA. The employee could then request an additional 12 weeks for reasons allowed under the FLA, such as to care for a family member with a serious health condition.

**11.5** Definition of "Serious Health Condition": An illness, injury, impairment or physical or mental condition that involves:

- a inpatient care in a hospital, hospice or residential medical care facility, or
- b continuing treatment by a health care provider.

**11.6** Procedure.

- a. Notice. To the extent possible, advance written notice of a request for family or medical leave is required. When the need for leave is foreseeable, request for leave under this policy must be submitted in writing to the Department Head and the MCIA's Personnel Office at least thirty (30) days prior to the date on which the employee wishes to commence leave. Forms are available in the MCIA's Personnel Office for this purpose. If it is not possible to give thirty (30) days notice, then the employee must provide as much written notice as is possible. When the leave is for a planned medical treatment, the employee should endeavor to schedule the leave so as not to unduly disrupt his or her work. Employees seeking an extension of approved leave time must submit their request to the Department Head and the Personnel Office at least one (1) week prior to the expiration of the approved portion of his or her leave.
- b. Medical Certification: Medical certification of the need for leave is required where the leave is due to the serious health condition of the employee or the employee's spouse, parent or child. The MCIA will provide the employee with the appropriate medical certification form to be completed by the health care provider of the employee or his/her spouse, parent or child. The MCIA may also require subsequent re-certifications on a reasonable basis. Failure to comply with the certification requirements may result in the delay or denial of family or

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medical leave. If the MCIA has reason to doubt the validity of the medical certification provided by the employee, the MCIA may require a second medical certification, at MCIA's expense. Such certification will be completed by the health care provider of the MCIA's choice, but not by a health care provider who is regularly used. Or under contract with, the second opinion differs from the opinion in the original certification, the MCIA may require, at its own expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee concerning the information in the certification. The opinion of the third health care provider shall be final and binding on the Township and the employee.

11.7 Use of Paid Leave. All accrued vacation, personal leave, sick days, family leave, compensatory time and other paid time off, must be used by the employee for all or part of the employee's twelve (12) week family and medical leave. Once any accrued paid leave is used, the remainder of the twelve (12) week leave shall be unpaid. It is also the policy of the MCIA that, when an employee is out of work on temporarily disability or receiving workers compensation benefits, his or her FMLA leave will run concurrently.

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11.8 Maintenance of Benefits: While an employee is on family or medical leave, the MCIA will maintain its contributions to the employee's health insurance under the same terms as the plan in effect at the time the request is made, for a period of up to twelve (12) weeks, if the employee is enrolled in the - health care plan at the time the request for leave is made. If applicable, the employee will be responsible for making timely payment to the MCIA of his or her share of the premium cost. To the extent the employee is still receiving a paycheck from the MCIA because of accrued paid leave (see above), said premiums will be deducted from the employees paycheck. If the employee is not receiving a paycheck from the MCIA during all or any portion of the leave, the employee shall make applicable premium payments in person or via mail to the Personnel Office by the 15th day of each month the employee is on leave. If the employee's premium payment becomes more than thirty (30) days overdue at any time during the leave, coverage will be terminated by the MCIA. If the employee fails to return from family or medical leave, the employee will be required to repay the MCIA for its share of health insurance premiums paid for the employee during the leave, provided that the failure to return to work is not due to (i) the continuance, recurrence or onset of a serious health condition, or (ii) other circumstances beyond the employee's control.

11.9 Accrual of Paid Off Time: Vacation, personal leave, sick days and any other paid time-off does not accrue during any period of unpaid leave.

11.10 Return to Work: Except for employees in key positions as defined by the law (see below), upon the employee's return to work, an employee taking an approved leave under this policy will be restored to the same or an equivalent position as held prior to the leave, with equivalent pay and benefits (unless the employee is unable to perform the essential functions of that position, with or without reasonable accommodation). In order to be restored to the same or an equivalent position, the employee must return from leave on the agreed-upon date (including any approved extensions) and the entire leave must last no more than twelve (12) weeks. When an employee is returning from leave due to the employee's own serious health condition, the MCIA may require the employee to submit a medical certification of fitness-for-duty.

11.11 Intermittent or Reduced Leave Schedule: Generally, FMLA leave or FLA leave will be taken in a lump sum (i.e. consecutive days off from work up to 12 weeks). However, family or medical leave may be

taken intermittently, or on a reduced schedule, in situations involving the serious health condition of the employee or his/her spouse, parent or child or adopted child, if medically necessary. If an employee requests an intermittent or reduced leave schedule for reasons that are foreseeable based upon planned medical treatment, the MCIA may, at its discretion, temporarily reassign to the employee to another position that will better meet the needs of the MCIA and the public (if the employee is qualified for the position and a vacancy exists).

## **12. MILITARY DUTY**

12.1 All employees covered by the terms of this Agreement who are ordered or required to perform active military duty shall be granted the necessary time off from work or granted a leave of absence during the period of such military duty in accordance with applicable Federal and State statutory authority. This statutory authority shall be dispositive as to whether or not said time off on leave of absence shall be paid or unpaid.

## **13. SENIORITY**

13.1 Seniority is defined as an employee's total continuous length of service with the Authority, beginning with his initial date of hire, by title and department. Any authorized leave of absence is considered to be continuous service.

13.2 Seniority shall be given preference in promotions, demotions, layoffs, recall, vacation scheduling, and work shifts as defined in Paragraph 14.3 below.

13.3 Where ability to perform work and physical fitness are considerations in application of the above paragraph, determinations shall be made by the Employer.

13.4 Where more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shifts on a seniority basis only when vacancies occur or changes in the number of employees per shift are being made.

13.5 The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate and shall furnish copies of same to the Union upon request.

13.6 The Employer shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

13.7 Senior employees who may meet the minimum qualifications for temporary or provisional appointments to fill a lateral or higher title shall be given consideration, but not preference over less senior employees or outside applicants This is not subject to the grievance procedure. For purposes of temporary or provisional appointments to higher titles, seniority will be determined by the time served in a title.

## **14. HOLIDAYS**

14.1 The following days are recognized paid holidays whether or not worked:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

14.2 For all employees not working a continuous operations schedule, holidays enumerated in the paragraph 14.1 above which fall on a Saturday shall be observed on the preceding Friday; holidays which fall on a Sunday shall be observed on the following Monday; holidays which fall within an employee's vacation period shall not be charged as vacation days.

14.3 In order to be eligible for holiday pay, an employee must be on the active payroll of the Employer and must have worked his full regularly scheduled work day before and after the holiday, unless such absence is authorized with pay or ordered.

14.4 Part-time permanent employees with a set schedule are entitled to paid holidays where the holiday occurs on a scheduled work day. Those without such a schedule are not entitled to paid holidays.

## 15. GRIEVANCE PROCEDURE

15.1 Exclusivity of Grievance Procedure The Grievance Procedure contained herein shall be the sole and exclusive remedy for all employee and employer Grievances concerning terms and conditions of employment, arising under or in connection with a Grievance (as defined below) filed pursuant to this Agreement, except where statute or decisional law provide for a different and exclusive agency or court jurisdiction:

- a. In the event that a Grievance is filed pursuant to this Agreement and where said Grievance may be processed through arbitration, pursuant to the terms hereof, in that event the Grievant must irrevocably abandon and withdraw with prejudice and claim(s) or cause(s) of action in any and all other forums which include the facts of claims which in whole or in part are contained in the Grievance;
- b. In the event that a Grievance is not filed on a claim which could in whole or in part, be processed through binding arbitration, pursuant to the terms of this Agreement, and the putative Grievant files that claim in any other legal, equitable, administrative or judicial forum, it is hereby stipulated and agreed that the other claim shall, upon application of the MCIA, be subject to dismissal with prejudice; and

- c. Notwithstanding the foregoing Agreements concerning the exclusivity of the instant Grievances procedure, if an employee's claim of Grievance concerns, in whole or part, a claim alleging retaliation by the employer for the employee's lawful disclosure of information on the violation of any law, or rule, governmental mismanagement or abuse of authority, in that event the aggrieved employee shall, litigate his/her claim at arbitration, as available pursuant to the terms of this Agreement.
- d. Nothing contained herein shall prevent the employer or the Union from seeking, in the New Jersey Superior Court, vicinage of Mercer, Law Division, and injunction or other Order of the Court, to preserve the status-quo-ante of the res of a dispute, pending arbitration hereunder or an Order barring arbitration.

15.2 Grievance Defined A Grievance is defined as follows:

- a. A claimed breach, misinterpretation or improper application of specific terms of this Agreement, or
- b. A claimed violation, misinterpretation or misapplication of work rules, orders and regulations, any of which govern an employee's terms and conditions of employment, which are not managerial prerogatives and which are not otherwise the sole and exclusive province of the employer pursuant to this Agreement or Law, and
- c. Minor Disciplinary Actions, defined as warnings, dismissals, reprimands, suspensions may be grieved. Only major disciplines of 5 days suspension or more may be taken to arbitration.

15.3 GRIEVANCE PROCESS

- a. Step One  
An Employee with a grievance shall within ten (10) calendar days of the occurrence of the event grieved present the same to his immediate supervisor. After full disclosure of the facts surrounding the event being grieved, the immediate superior must make every earnest effort to reach a satisfactory settlement with the Employee and Griever. The immediate supervisor shall render a decision within five (5) calendar days of his/her receipt of the grievance.
- b. Step Two  
In the event the grievance is not resolved in Step One, the employee shall reduce the grievance and decisions respectively to writing and file same with the person in charge of the unit to which the Employee is assigned within five (5) calendar days of his/her receipt of the matter and all reports related thereto. The person in charge shall respond within five (5) working days.
- c. Step Three  
In the event the grievance is not resolved in Step Two, the union shall determine if matter and all reports shall be submitted to the Executive Director and request a hearing.

d. Step Four

1. If the grievance is not settled through the preceding steps, either the Union or the MCIA may refer the matter to the Public Employment Relations Commission within thirty (30) calendar days after determination of the Step Three preceding. The Arbitrator or Arbitrators shall be selected in accordance with the rules of PERC and the expense of the Arbitrator shall be borne equally by the parties hereto, provided, however, that each party shall bear the expense of producing witnesses, testimony of evidence for his/her presentation, as well as the cost of a transcript proceeding order at his/her/its request.
2. The Arbitrator or Arbitrators shall be strictly bound by the specific provisions of this Agreement and restricted to the application of the facts presented to him/her and relevant to the grievance. He or she shall have no authority to amend or modify, in any way, the provisions of this Agreement or any amendment or supplement hereto. The Arbitration hearing shall not accept or decide any matter in dispute which is subject to the jurisdiction of the New Jersey Department of Personnel or The Merit System Board. The decision of the Arbitrator shall be final and binding.
3. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived and abandoned. If any such grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for in the Grievance Procedure. A failure to respond at any step within the provided time limits shall be deemed a denial.
4. The Authority agrees to provide a copy of any incident report or written reprimand that is to be included in an employee's personnel record to the affected employee. Further, said employee shall have the right to respond in writing to the incident report or written reprimand, a copy of said written response to be placed in the employee's personnel record file.

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**16. DISCIPLINE/DISCHARGE**

16.1 It is expressly understood that the employer shall have the right to discipline or discharge any employee for however, the Employer agrees that it shall not discipline or discharge any employee covered by the terms of the Agreement without just cause.

**17. SAFETY AND HEALTH**

17.1 The Employer shall endeavor at all times maintain safe and healthful working conditions to the limit required by applicable law and will provide employees with wearing apparel, tools, or devices deemed

necessary in order to ensure their safety and health. When such materials are issued, they shall be used. Failure to utilize said safety materials when issued shall be cause for disciplinary action.

17.2 The Employer and the Union shall each designate a safety committee member and two alternates. It shall be the joint responsibility of the members or their alternates to investigate allegedly unsafe and unhealthful conditions. The members or their alternates shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Union or one of his alternates, with the previously acquired approval of the Employer, shall be permitted reasonable opportunity to visit work locations throughout the Employer's facilities for the purpose of investigating safety and health conditions during working hours with no loss of pay.

## **18. EQUAL EMPLOYMENT OPPORTUNITY/ANTI-HARASSMENT**

- a. EQUAL EMPLOYMENT Discrimination in employment on the basis of any classification protected under federal, state or local law is a violation of the MCIA's policy and is illegal. Equal employment opportunity is provided to all employees and applicants for employment without regard to race, creed, color, national origin, ancestry, age, religion, gender (including gender identity or expression), disability which can be reasonably accommodated without undue hardship, marital status, affectional or sexual orientation, veteran status, domestic partner status, genetic information, atypical hereditary cellular blood trait or any other legally protected classification. This policy applies to all terms and conditions of employment, including but not limited to recruitment and hiring, placement, promotion, termination, reductions in force or layoffs, transfers, leaves of absence, compensation and training.
- b. ANTI-HARASSMENT The MCIA is committed to providing and maintaining a work environment that respects the dignity and worth of each individual. All employees shall be permitted to work in an environment free from all forms of unlawful discrimination and conduct which can be considered harassing, coercive or disruptive. Inappropriate workplace behavior and unlawful harassment are prohibited. This policy applies to all harassment occurring in the work environment, whether on MCIA premises or in any employment-related setting. The purpose of this policy is to foster a work environment that is free from all forms of harassment, whether that harassment is because of race, creed, color, national origin, ancestry, age, religion, gender (including gender identity or expression), disability, marital status, affectional or sexual orientation, veteran status, domestic partner status, genetic information, atypical hereditary cellular or blood trait or any other legally protected classification.
- c. ARBITRATION Any employee complaint of discrimination or harassment alleged to violate clause 18 (A) and (B) above, if not otherwise settled through negotiation and/or mediation, shall be exclusively remediated by resort to the binding grievance arbitration provisions of this agreement.

## **19. WORK RULES**

19.1 The Employer may establish reasonable rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

## **20. ANNUAL VACATION LEAVE**

20.1 All full-time permanent employees shall be entitled to vacation leave based on their years of continuous services. Periods on a leave of absence without pay except military leave shall be deducted from an employee's total continuous service for purposes of determining the earned service credit for vacation leave. Vacation requests shall not be unreasonably denied. Vacation leave may be taken in hourly units.

20.2 Annual Vacation leave with pay for all full-time permanent employees shall be distributed as follows:

- a. One (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment.
- b. Up to completion of five (5) years, fifteen (15) working days.
- c. From beginning of sixth year to completion of tenth year, eighteen (18) working days.
- d. From beginning of eleventh year to completion of fifteenth year, twenty-three (23) working days.
- e. Completion of fifteenth year, twenty-eight (28) working days.
- f. From the beginning of the twentieth year, thirty (30) working days.

20.3 After the first full year of service, vacation days shall be distributed on January 1. If an employee terminates after taking vacation in advance of it being earned, the Authority has the right by law to hold back pay equal to the amount due.

20.4 The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding his vacation period, unless the employee was temporarily being paid in a higher title.

20.5 An employee who is called back to work while on authorized vacation shall be paid one day's pay in addition to regular day's pay and shall not lose vacation day or days.

20.6 Vacation allowance must be taken during the current calendar year unless the Employer determines that it cannot be taken because of the pressure of work. Any vacation allowance so denied may be carried over into the next succeeding year. A maximum of fifteen (15) vacation days, at the option of the employee, may be carried over from one calendar year into the succeeding year, not to exceed a total of



thirty (30) vacation days.

20.7 A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return and for the year preceding, providing the latter can be taken during the year of return.

20.8 An employee covered by this Agreement who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

20.9 Whenever an employee covered by this Agreement dies, having to his/her credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary at the time of death.

20.10 Part-time permanent employees will earn vacation on the basis of one day for every 20 full days worked. Part-time temporary, part-time provisional, seasonal, or hourly paid employees shall not be entitled to vacation leave.

20.11 Vacation leave credits shall continue to accrue while an employee is on leave with pay. Vacation credits shall not accrue while an employee is on leave without pay except military leave.

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## 21. LONGEVITY

21.1 Every full-time employee of the Authority shall be paid longevity payments on a prorated basis with each salary check during the calendar year, and such longevity payment shall be considered in the total with the salary for pension purposes.

21.2 Employees having completed five (5) years of continuous full-time service will have added to their gross per annum pay an additional \$300 commencing with the first pay of the first full pay period following said anniversary of hire, and for the completion of each additional five (5) years of continuous service calculated in the same manner using employees' anniversary dates, shall have added to their gross per annum pay additional monies as cited in 21.2.

21.3 The longevity payment schedule is as follows:

5 year	\$ 300
10 year	\$ 900
15 year	\$1350
20 year	\$1850
25 year	\$2300
30 year	\$2700
35 year	\$3000

40 year

\$3500

Such additional longevity payments shall be paid notwithstanding the maximum salary provided for such employment.

**22. WORK UNIFORMS(Blue Collar)**

22.1 Work uniforms will be supplied by the Employer to all full-time employees as set forth below:

MCIA will be providing the following employee's with uniforms (shirt, hat, jacket)

Transfer-Station..Supervisor

Transfer-Station..Inspector

Transfer-Station..Laborer

Transfer-Station..Scale-masters

22.2 Work Boots purchased by the following employees will be reimbursed up to \$100 annually, when authorized by the appropriate department director/chief for the following persons (Purchases should be made in April of each calendar year).

- Transfer Station Supervisor
- Transfer Station Inspector
- Transfer Station Laborer
- Transfer Station Scale-masters
- Construction Manager
- Enforcement Officers
- Safety equipment will be provided by the Operations Department in accordance to the Authority Environmental Health Agency (CEHA).

**23. CLASSIFICATIONS AND JOB DESCRIPTIONS**

23.1 The classifications for employees covered by this Agreement are attached hereto as Appendix A and by reference are made part of this Agreement.

23.2 During the term of this Agreement the Employer determines that new job descriptions and/or classifications be established or that changes be made in existing job descriptions and/or classifications, the parties agree that they will consult with a view toward arriving at a mutually acceptable determination, including the rate of pay thereof, prior to such changes being made effective.

**24 STRIKES AND LOCKOUTS**

24.1 In addition to any other restriction under the law, the Union and its members will not cause, sanction, aide assist, in any way a strike or work stoppage slow down in work, "work to rule" action, sick-out of any kind, nor will any employee take part in a strike, intentionally slow down the rate of work, or in any manner cause interference with or stoppage of the Employer's work. Violation of this provision is a basis for immediate discharge, without regard to the employee's prior work history or equitable considerations.

**25. GENERAL PROVISIONS**

25.1 The Employer agrees to make available one (1) locked, glass-enclosed bulletin board at each of the following locations:

Transfer Station  
Administration Building

The said bulletin board shall be used for posting of the following notes: Union meetings, Union elections, Union election returns, Union appointments to office, and Union recreational or social affairs. Such notices shall first be approved by the Department Director.

25.2 The Authority agrees to provide a mileage reimbursement allowance equal to that allowed by the United States Internal Revenue Service per mile to all MCIA white collar employees covered by this Agreement who are required to use their own private vehicles in connection with the performance of their duties as employees of the Mercer Authority Improvement Authority.

25.3 The provisions of this Agreement shall only apply to those employees in the unit who are on the Authority payroll and actively at work on or after the date of the execution of this Agreement and those former employees whose employment was terminated by death or retirement prior to the date of the execution of this Agreement.

25.4 The Authority agrees to post a notice regarding any promotional job vacancy. Said notice shall be posted for ten business days. It shall be first posted in the department, division or office where the vacancy exists. Any employee who is interested in this posted job vacancy shall be required to make his/her interest known, in writing, to their supervisor.

25.5 If the Authority offices are officially closed, employees in this bargaining unit shall be granted a compensatory day off if working. The Executive Director or his designee will determine if Authority offices are closed.

**26. SEPARABILITY AND SAVINGS** If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes and/or court rules, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon request of either party, the parties agree to meet immediately and renegotiate any provision so affected.

**27. TERM AND EXPIRATION** This Agreement shall be effective as of the first day of January, 2005, and shall remain in full force and effect until the 31st day of December, 2007 and then it shall terminate and expire. This Agreement shall not self-renew or extend except by the mutual voluntary agreement of the MCIA and the Union as stated in an executed and dated writing.

**28. FULLY BARGAINED AND EXCLUSIVE AGREEMENT** This Agreement was fully and fairly bargained by knowledgeable employers and Union representatives, both parties had access to competent legal counsel of their own choosing during negotiations and prior to execution of this Agreement. The terms and provisions of this Agreement contain the complete understanding and agreement of the parties hereto concerning all the terms and conditions of employment governing which could and do benefit bargaining unit employees covered hereunder. As of the date of execution of this Agreement, other than as expressly set forth herein, there are no other Agreements practices or usages which benefit the terms and conditions of employment or bargaining unit employees. It is expressly stipulated, agreed and understood that no person, except those who executed this Agreement on behalf of the Union and its bargaining unit members and the employer, has or have any authority to make any promise or representation not specifically set

forth in this Agreement.

**29. NO WAIVER OF BREACH** No waiver or any part of this Agreement, done knowingly or unknowingly by either the employer or the Union, shall be deemed to establish a practice contrary to the written terms of the Agreement and shall not be deemed to be authorized for a waiver of any other future breach.

**30. CONSTRUCTION OF THE AGREEMENT'S PROVISIONS** As more fully stated in 30. *Supra*, This Agreement was fully, fairly and voluntarily negotiated by knowledgeable representatives of both parties, who both had access to legal counsel. Therefore, no term or provision of this Agreement shall be construed against any part based upon the fact that the party or (its) attorney either proposed or drafted the term or provision in dispute.

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**GOVERNING LAW AND VENUE** This Agreement shall be governed and construed by and under the law of the State of New Jersey, subject to the arbitration provisions contain herein, all complaints and applications for judicial relief shall exclusively be venued in New Jersey Superior Court, Law Division, in the vicinage of Mercer County, New Jersey.

**APPENDIX A**

**MCB(MCIA BLUE COLLAR)**

<u>TITLE</u>	<u>SALARY RANGE CODE</u>	<u>HOURS OF WORK</u>
Enforcement Officer	MCB10	40
Enforcement Officer (Recycling)	MCB08	40
Inspector (Transfer Station)	MCB04	40
Principal Enforcement Officer	MCB14	40
Scale Master	MCB05	40
Senior Enforcement Officer	MCB12	40
Senior Scale Master	MCB08	40

**MCW (MCIA WHITE COLLAR)**

<u>TITLE</u>	<u>SALARY RANGE CODE</u>	<u>HOURS OF WORK</u>
Account Clerk	MCW03	35
Administrative Clerk	MCW12	35
Administrative Secretary	MCW11	35
Assistant Recycling Coordinator	MCW05	35
Clerk	MCW01	35
Clerk Typist	MCW01	35
Executive Assistant	MCW12	35
Marketing Coordinator	MCW14	35
Principal Account Clerk	MCW06	35
Principal Clerk	MCW06	35
Principal Planner	MCW16	35
Principal Recycling Coordinator	MCW12	35
Principal Systems Analyst	MCW15	35
Purchasing Agent	MCW06	35
Receptionist	MCW01	35
Recycling Coordinator	MCW05	35
Secretarial Assistant	MCW10	35
Senior Accountant	MCW12	35
Senior Account Clerk	MCW04	35
Senior Clerk	MCW03	35
Senior Systems Analyst	MCW13	35
Supervising Account Clerk	MCW11	35
Supervising Clerk	MCW11	35
Systems Analyst	MCW11	35

**MCIA TITLES EXCLUDED**

Executive Director	Finance Manager
Deputy Executive Director	Payroll / Benefits Manager
Chief Financial Officer	Executive Director Assistant
Director of Project Development	Transfer Station Operations Manager
Chief of Recycling	Parking Manager
Chief of Enforcement	Principal Project Manager
Manager of Information Systems	

## APPENDIX B

### 1.75%/1.75% January/July 2005 MCB (MCIA BLUE COLLAR)

RANGE	1	2	3	4	5	6	7	8	9	10	11	12
MCB01	\$23,938	\$24,417	\$24,905	\$25,403	\$25,912	\$26,430	\$26,958	\$27,498	\$28,047	\$28,608	\$29,181	\$29,764
MCB02	\$24,946	\$25,444	\$25,953	\$26,472	\$27,002	\$27,542	\$28,093	\$28,655	\$29,228	\$29,812	\$30,409	\$31,017
MCB03	\$25,643	\$26,156	\$26,679	\$27,212	\$27,757	\$28,312	\$28,878	\$29,456	\$30,045	\$30,646	\$31,259	\$31,884
MCB04	\$25,997	\$26,517	\$27,047	\$27,588	\$28,140	\$28,703	\$29,277	\$29,863	\$30,460	\$31,069	\$31,690	\$32,324
MCB05	\$26,791	\$27,327	\$27,874	\$28,431	\$29,000	\$29,580	\$30,171	\$30,775	\$31,390	\$32,018	\$32,658	\$33,312
MCB06	\$29,448	\$30,037	\$30,637	\$31,250	\$31,875	\$32,513	\$33,163	\$33,826	\$34,503	\$35,193	\$35,897	\$36,615
MCB07	\$31,237	\$31,862	\$32,499	\$33,149	\$33,812	\$34,488	\$35,178	\$35,881	\$36,599	\$37,331	\$38,077	\$38,839
MCB08	\$32,018	\$32,658	\$33,311	\$33,977	\$34,657	\$35,350	\$36,057	\$36,778	\$37,514	\$38,264	\$39,029	\$39,810
MCB09	\$33,459	\$34,128	\$34,810	\$35,506	\$36,217	\$36,941	\$37,680	\$38,433	\$39,202	\$39,986	\$40,786	\$41,601
MCB10	\$35,416	\$36,124	\$36,846	\$37,583	\$38,335	\$39,102	\$39,884	\$40,681	\$41,495	\$42,325	\$43,171	\$44,035
MCB11	\$36,526	\$37,256	\$38,002	\$38,762	\$39,537	\$40,328	\$41,134	\$41,957	\$42,796	\$43,652	\$44,525	\$45,415
MCB12	\$38,248	\$39,013	\$39,793	\$40,589	\$41,401	\$42,229	\$43,073	\$43,935	\$44,814	\$45,710	\$46,624	\$47,557
MCB13	\$40,795	\$41,611	\$42,443	\$43,292	\$44,158	\$45,041	\$45,942	\$46,861	\$47,798	\$48,754	\$49,729	\$50,724
MCB14	\$43,405	\$44,273	\$45,159	\$46,062	\$46,983	\$47,923	\$48,881	\$49,859	\$50,856	\$51,873	\$52,911	\$53,969

### 3.50% January 1 2006 MCB (MCIA BLUE COLLAR)

RANGE	1	2	3	4	5	6	7	8	9	10	11	12
MCB01	\$24,776	\$25,272	\$25,777	\$26,293	\$26,818	\$27,355	\$27,902	\$28,460	\$29,029	\$29,610	\$30,202	\$30,806
MCB02	\$25,819	\$26,335	\$26,862	\$27,399	\$27,947	\$28,506	\$29,076	\$29,658	\$30,251	\$30,856	\$31,473	\$32,102
MCB03	\$26,540	\$27,071	\$27,613	\$28,165	\$28,728	\$29,303	\$29,889	\$30,487	\$31,096	\$31,718	\$32,353	\$33,000
MCB04	\$26,907	\$27,445	\$27,994	\$28,554	\$29,125	\$29,708	\$30,302	\$30,908	\$31,526	\$32,156	\$32,800	\$33,456
MCB05	\$27,729	\$28,284	\$28,849	\$29,426	\$30,015	\$30,615	\$31,227	\$31,852	\$32,489	\$33,139	\$33,802	\$34,478
MCB06	\$30,478	\$31,088	\$31,710	\$32,344	\$32,991	\$33,651	\$34,324	\$35,010	\$35,710	\$36,424	\$37,153	\$37,896
MCB07	\$32,330	\$32,977	\$33,636	\$34,309	\$34,995	\$35,695	\$36,409	\$37,137	\$37,880	\$38,637	\$39,410	\$40,198
MCB08	\$33,138	\$33,801	\$34,477	\$35,166	\$35,870	\$36,587	\$37,319	\$38,065	\$38,827	\$39,603	\$40,395	\$41,203
MCB09	\$34,630	\$35,322	\$36,029	\$36,749	\$37,484	\$38,234	\$38,999	\$39,778	\$40,574	\$41,386	\$42,213	\$43,058
MCB10	\$36,655	\$37,388	\$38,136	\$38,899	\$39,677	\$40,470	\$41,280	\$42,105	\$42,947	\$43,806	\$44,682	\$45,576
MCB11	\$37,804	\$38,560	\$39,332	\$40,118	\$40,921	\$41,739	\$42,574	\$43,425	\$44,294	\$45,180	\$46,083	\$47,005
MCB12	\$39,587	\$40,378	\$41,186	\$42,010	\$42,850	\$43,707	\$44,581	\$45,473	\$46,382	\$47,310	\$48,256	\$49,221
MCB13	\$42,223	\$43,068	\$43,929	\$44,807	\$45,704	\$46,618	\$47,550	\$48,501	\$49,471	\$50,460	\$51,470	\$52,499
MCB14	\$44,924	\$45,823	\$46,739	\$47,674	\$48,628	\$49,600	\$50,592	\$51,604	\$52,636	\$53,689	\$54,763	\$55,858

**3.50% January 1 2007 MCB (MCIA BLUE COLLAR)**

RANGE	1	2	3	4	5	6	7	8	9	10	11	12
MCB01	\$25,643	\$26,156	\$26,679	\$27,213	\$27,757	\$28,312	\$28,878	\$29,456	\$30,045	\$30,646	\$31,259	\$31,884
MCB02	\$26,722	\$27,257	\$27,802	\$28,358	\$28,925	\$29,504	\$30,094	\$30,696	\$31,309	\$31,936	\$32,574	\$33,226
MCB03	\$27,469	\$28,019	\$28,579	\$29,151	\$29,734	\$30,328	\$30,935	\$31,554	\$32,185	\$32,828	\$33,485	\$34,155
MCB04	\$27,849	\$28,406	\$28,974	\$29,553	\$30,144	\$30,747	\$31,362	\$31,990	\$32,629	\$33,282	\$33,948	\$34,627
MCB05	\$28,700	\$29,274	\$29,859	\$30,456	\$31,065	\$31,687	\$32,320	\$32,967	\$33,626	\$34,299	\$34,985	\$35,684
MCB06	\$31,545	\$32,176	\$32,820	\$33,476	\$34,145	\$34,828	\$35,525	\$36,235	\$36,960	\$37,699	\$38,453	\$39,222
MCB07	\$33,462	\$34,131	\$34,814	\$35,510	\$36,220	\$36,944	\$37,683	\$38,437	\$39,206	\$39,990	\$40,790	\$41,605
MCB08	\$34,298	\$34,984	\$35,684	\$36,397	\$37,125	\$37,868	\$38,625	\$39,398	\$40,186	\$40,989	\$41,809	\$42,645
MCB09	\$35,842	\$36,558	\$37,290	\$38,035	\$38,796	\$39,572	\$40,363	\$41,171	\$41,994	\$42,834	\$43,691	\$44,565
MCB10	\$37,938	\$38,697	\$39,471	\$40,260	\$41,065	\$41,887	\$42,724	\$43,579	\$44,450	\$45,339	\$46,246	\$47,171
MCB11	\$39,127	\$39,910	\$40,708	\$41,522	\$42,353	\$43,200	\$44,064	\$44,945	\$45,844	\$46,761	\$47,696	\$48,650
MCB12	\$40,972	\$41,792	\$42,628	\$43,480	\$44,350	\$45,237	\$46,141	\$47,064	\$48,006	\$48,966	\$49,945	\$50,944
MCB13	\$43,701	\$44,575	\$45,466	\$46,376	\$47,303	\$48,249	\$49,214	\$50,199	\$51,203	\$52,227	\$53,271	\$54,337
MCB14	\$46,497	\$47,427	\$48,375	\$49,343	\$50,330	\$51,336	\$52,363	\$53,410	\$54,478	\$55,568	\$56,679	\$57,813

**1.75%/1.75% January/July 2005 MCW (MCIA WHITE COLLAR)**

RANGE	1	2	3	4	5	6	7	8	9	10	11	12
MCW01	\$22,625	\$23,077	\$23,539	\$24,010	\$24,490	\$24,980	\$25,479	\$25,989	\$26,509	\$27,039	\$27,580	\$28,131
MCW02	\$23,671	\$24,145	\$24,628	\$25,120	\$25,623	\$26,135	\$26,658	\$27,191	\$27,735	\$28,290	\$28,855	\$29,432
MCW03	\$24,793	\$25,289	\$25,795	\$26,311	\$26,837	\$27,374	\$27,921	\$28,480	\$29,049	\$29,630	\$30,223	\$30,827
MCW04	\$25,958	\$26,477	\$27,007	\$27,547	\$28,098	\$28,660	\$29,233	\$29,818	\$30,414	\$31,022	\$31,643	\$32,276
MCW05	\$28,449	\$29,018	\$29,598	\$30,190	\$30,794	\$31,410	\$32,038	\$32,678	\$33,332	\$33,999	\$34,679	\$35,372
MCW06	\$29,765	\$30,360	\$30,967	\$31,587	\$32,219	\$32,863	\$33,520	\$34,191	\$34,874	\$35,572	\$36,283	\$37,009
MCW07	\$31,148	\$31,771	\$32,407	\$33,055	\$33,716	\$34,390	\$35,078	\$35,780	\$36,495	\$37,225	\$37,970	\$38,729
MCW08	\$32,607	\$33,259	\$33,924	\$34,603	\$35,295	\$36,000	\$36,720	\$37,455	\$38,204	\$38,968	\$39,747	\$40,542
MCW09	\$33,557	\$34,229	\$34,913	\$35,611	\$36,324	\$37,050	\$37,791	\$38,547	\$39,318	\$40,104	\$40,906	\$41,724
MCW10	\$34,140	\$34,823	\$35,520	\$36,230	\$36,955	\$37,694	\$38,448	\$39,217	\$40,001	\$40,801	\$41,617	\$42,449
MCW11	\$35,743	\$36,458	\$37,187	\$37,931	\$38,689	\$39,463	\$40,252	\$41,058	\$41,879	\$42,716	\$43,571	\$44,442
MCW12	\$37,446	\$38,195	\$38,958	\$39,738	\$40,532	\$41,343	\$42,170	\$43,013	\$43,874	\$44,751	\$45,646	\$46,559
MCW13	\$39,315	\$40,101	\$40,903	\$41,721	\$42,556	\$43,407	\$44,275	\$45,161	\$46,064	\$46,985	\$47,925	\$48,883
MCW14	\$40,464	\$41,273	\$42,098	\$42,940	\$43,799	\$44,675	\$45,569	\$46,480	\$47,409	\$48,358	\$49,325	\$50,311
MCW15	\$43,067	\$43,929	\$44,807	\$45,703	\$46,618	\$47,550	\$48,501	\$49,471	\$50,460	\$51,470	\$52,499	\$53,549
MCW16	\$45,734	\$46,649	\$47,582	\$48,533	\$49,504	\$50,494	\$51,504	\$52,534	\$53,585	\$54,656	\$55,750	\$56,865

**3.50% January 1 2006 MCW (MCIA WHITE COLLAR )**

RANGE	1	2	3	4	5	6	7	8	9	10	11	12
MCW01	\$23,417	\$23,885	\$24,363	\$24,850	\$25,347	\$25,854	\$26,371	\$26,899	\$27,437	\$27,985	\$28,545	\$29,116
MCW02	\$24,500	\$24,990	\$25,490	\$26,000	\$26,520	\$27,050	\$27,591	\$28,143	\$28,706	\$29,280	\$29,865	\$30,463
MCW03	\$25,661	\$26,174	\$26,698	\$27,232	\$27,776	\$28,332	\$28,898	\$29,476	\$30,066	\$30,667	\$31,280	\$31,906
MCW04	\$26,867	\$27,404	\$27,952	\$28,511	\$29,081	\$29,663	\$30,256	\$30,861	\$31,478	\$32,108	\$32,750	\$33,405
MCW05	\$29,444	\$30,033	\$30,634	\$31,247	\$31,871	\$32,509	\$33,159	\$33,822	\$34,499	\$35,189	\$35,892	\$36,610
MCW06	\$30,807	\$31,423	\$32,051	\$32,692	\$33,346	\$34,013	\$34,693	\$35,387	\$36,095	\$36,817	\$37,553	\$38,304
MCW07	\$32,238	\$32,883	\$33,541	\$34,212	\$34,896	\$35,594	\$36,306	\$37,032	\$37,772	\$38,528	\$39,298	\$40,084
MCW08	\$33,748	\$34,423	\$35,111	\$35,814	\$36,530	\$37,260	\$38,006	\$38,766	\$39,541	\$40,332	\$41,139	\$41,961
MCW09	\$34,732	\$35,427	\$36,135	\$36,858	\$37,595	\$38,347	\$39,114	\$39,896	\$40,694	\$41,508	\$42,338	\$43,185
MCW10	\$35,335	\$36,042	\$36,763	\$37,498	\$38,248	\$39,013	\$39,793	\$40,589	\$41,401	\$42,229	\$43,074	\$43,935
MCW11	\$36,994	\$37,734	\$38,489	\$39,258	\$40,044	\$40,844	\$41,661	\$42,495	\$43,344	\$44,211	\$45,096	\$45,997
MCW12	\$38,756	\$39,531	\$40,322	\$41,128	\$41,951	\$42,790	\$43,646	\$44,519	\$45,409	\$46,317	\$47,244	\$48,189
MCW13	\$40,691	\$41,505	\$42,335	\$43,182	\$44,045	\$44,926	\$45,825	\$46,741	\$47,676	\$48,630	\$49,602	\$50,594
MCW14	\$41,880	\$42,717	\$43,572	\$44,443	\$45,332	\$46,239	\$47,163	\$48,107	\$49,069	\$50,050	\$51,051	\$52,072
MCW15	\$44,575	\$45,466	\$46,376	\$47,303	\$48,249	\$49,214	\$50,198	\$51,202	\$52,226	\$53,271	\$54,336	\$55,423
MCW16	\$47,335	\$48,281	\$49,247	\$50,232	\$51,237	\$52,261	\$53,307	\$54,373	\$55,460	\$56,569	\$57,701	\$58,855

**3.50% January 1 2007 MCW (MCIA WHITE COLLAR)**

RANGE	1	2	3	4	5	6	7	8	9	10	11	12
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MCW01	\$24,236	\$24,721	\$25,216	\$25,720	\$26,234	\$26,759	\$27,294	\$27,840	\$28,397	\$28,965	\$29,544	\$30,135
MCW02	\$25,357	\$25,865	\$26,382	\$26,910	\$27,448	\$27,997	\$28,557	\$29,128	\$29,710	\$30,305	\$30,911	\$31,529
MCW03	\$26,559	\$27,090	\$27,632	\$28,185	\$28,748	\$29,323	\$29,910	\$30,508	\$31,118	\$31,740	\$32,375	\$33,023
MCW04	\$27,807	\$28,363	\$28,930	\$29,509	\$30,099	\$30,701	\$31,315	\$31,941	\$32,580	\$33,232	\$33,896	\$34,574
MCW05	\$30,475	\$31,084	\$31,706	\$32,340	\$32,987	\$33,647	\$34,320	\$35,006	\$35,706	\$36,420	\$37,149	\$37,892
MCW06	\$31,885	\$32,523	\$33,173	\$33,837	\$34,513	\$35,204	\$35,908	\$36,626	\$37,358	\$38,105	\$38,868	\$39,645
MCW07	\$33,367	\$34,034	\$34,715	\$35,409	\$36,117	\$36,840	\$37,576	\$38,328	\$39,094	\$39,876	\$40,674	\$41,487
MCW08	\$34,929	\$35,628	\$36,340	\$37,067	\$37,808	\$38,565	\$39,336	\$40,123	\$40,925	\$41,744	\$42,578	\$43,430
MCW09	\$35,948	\$36,666	\$37,400	\$38,148	\$38,911	\$39,689	\$40,483	\$41,292	\$42,118	\$42,961	\$43,820	\$44,696
MCW10	\$36,572	\$37,303	\$38,050	\$38,811	\$39,587	\$40,378	\$41,186	\$42,010	\$42,850	\$43,707	\$44,581	\$45,473
MCW11	\$38,289	\$39,055	\$39,836	\$40,632	\$41,445	\$42,274	\$43,119	\$43,982	\$44,862	\$45,759	\$46,674	\$47,607
MCW12	\$40,113	\$40,915	\$41,733	\$42,568	\$43,419	\$44,288	\$45,173	\$46,077	\$46,998	\$47,938	\$48,897	\$49,875
MCW13	\$42,115	\$42,958	\$43,817	\$44,693	\$45,587	\$46,499	\$47,429	\$48,377	\$49,345	\$50,332	\$51,338	\$52,365
MCW14	\$43,346	\$44,212	\$45,097	\$45,999	\$46,919	\$47,857	\$48,814	\$49,790	\$50,786	\$51,802	\$52,838	\$53,895
MCW15	\$46,135	\$47,058	\$47,999	\$48,959	\$49,938	\$50,937	\$51,955	\$52,994	\$54,054	\$55,135	\$56,238	\$57,363
MCW16	\$48,991	\$49,971	\$50,971	\$51,990	\$53,030	\$54,091	\$55,172	\$56,276	\$57,401	\$58,549	\$59,720	\$60,915

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed by their proper officers and attested to on the \_\_\_\_\_.

ATTEST:

MERCER COUNTY IMPROVEMENT AUTHORITY

\_\_\_\_\_  
Joanne Maruska, Administrative  
Clerk, MCIA Board of Commissioners

\_\_\_\_\_  
PHILLIP S. MILLER  
Executive Director

ATTEST:

AFSCME Local 2287

\_\_\_\_\_  
Pete Sanford, President  
AFSCME Local 2287

\_\_\_\_\_  
Frank Herrick  
Council Representative  
AFSCME Council 73