

2002, 2003, 2004 and 2005, 2006 and 2007

LOCAL 32, OPEIU AND CCMUA

COLLECTIVE BARGAINING AGREEMENT

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Preamble

This Agreement entered into this ____ day of _____, 2003 by and between the Camden County Municipal Utilities Authority, in the County of Camden, a corporation of the State of New Jersey, hereinafter called the “Authority,” and Local 32 of the Office and Professional Employees International Union, AFL-CIO, OPEIU, hereinafter called the “Union” represents the complete and final understanding on all bargainable issues between the Authority and the Union.

ARTICLE I
Recognition

- A. The Authority recognizes the Union as the exclusive bargaining representative for all full and regular part-time employees employed by the Authority in the following classifications and any titles that the parties might add:

Operations Department

Sewage Plant Operator (S-1 Lic.)
Sewage Plant Operator (S-2 Lic.)
Sewage Plant Operator (S-3 Lic.)
Sewage Plant Operator (Unlicensed)
Pumping Station Operator (C-1 Lic.)
Pumping Station Operator (C-2 Lic.)
Pumping Station Operator (C-3 Lic.)
Pumping Station Operator (Unlicensed)
Sewage Plant Attendant
Pumping Station Attendant
Sludge Dewatering Machine Operator
Incinerator Operator
Laboratory Technician WA
Senior Laboratory Technician WA
Lab Aide

Maintenance and Repair Department

Electrician
Mechanic
Sewage Plant Repairer
Inventory Control Clerk
Maintenance Repairer/Electrician
Mechanic's Helper
Machinist
Electronic Systems Technician
Computer Service Technician
Stock Handler
Senior Building Maintenance Worker
Building Maintenance Worker

Compost Department

Compost Project Worker

Common to AR of the Above Departments

Tractor Trailer Driver (Art. Lic.)
Truck Driver Heavy (Art. Lic.)
Truck Driver Equipment Operator, Heavy
Laborer A
Laborer B
Laborer C

Administration and Engineering Department

Principal Data Entry Machine Operator
Senior Data Entry Machine Operator
Data Entry Machine Operator
Principal Mail Clerk/Typing
Senior Mail Clerk/Typing Mail
Clerk/Typing Principal Account
Clerk/Typist Senior Account
Clerk/Typist Account Clerk/Typist
Senior Customer Service Representative
Customer Service Representative
Principal Clerk Stenographer
Senior Clerk Stenographer
Clerk Stenographer
Principal Clerk Typist
Senior Clerk Typist
Clerk Typist
Clerk
Principal Clerk Transcriber
Senior Clerk Transcriber
Clerk Transcriber
Principal Receptionist Typist
Senior Receptionist Typist
Receptionist Typist
Vault Clerk Typist
Messenger
Mail Clerk/Filing/Typing
Telephone Operator/Receptionist Typist
Cashier, bilingual (English/Spanish)

- B. The title “employee” shall be defined to include all OPEIU bargaining unit members, the plural as well as the singular, and to include males and females.

ARTICLE II
Management Rights

- A. The Authority hereby retains and reserves unto itself without limitations, a powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. The executive management and administrative control of the Authority and its properties and facilities and activities of its employees by utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Authority.
 2. To use improved methods and equipment to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
 3. To hire all employees, and, subject to the provisions of law, to determine their qualifications and conditions of continued employment or assignment and to promote and transfer employees.
 4. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
 5. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive.
 6. The Authority reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.
- B. In the exercise of the foregoing powers, right, authority, duties and responsibility of the Authority, the adoption of policies, rules, regulations and practices, and furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Authority of its rights, responsibilities and authority under N.J.S.A. 40A: 1 -1 et seq. or any other national state, county or local laws or regulations.

ARTICLE III
Rules and Regulations

- A. The Authority may establish reasonable and necessary rules of work and conduct for employees.

- B. Such rules shall be equitably applied and enforced, and a copy of such rules be sent to the Union five (5) working days prior to the implementation of said rules. Rules and regulations will be provided to the employee upon entering into employment, and any amendments thereto shall be provided to all employees in writing.

ARTICLE IV
Grievance Procedure

- A. The purpose of this procedure is to secure, at the lowest possible level an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the Department.
- C.
 - 1. With regard to employees, the term “grievance” as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of policies, agreements and administrative decisions affecting them. With regard to the Authority, the term “grievance” as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the term and conditions of this Agreement.
 - 2. With respect to employee grievances, no grievance may proceed beyond Step Two herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or state or federal administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Two herein.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

Step One: The aggrieved or the Union shall institute action under provisions hereof within seven (7) working days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between aggrieved employee and the immediate Supervisor for the purpose of resolving the matter informally. The aggrieved shall notify his/her Shop Steward in writing of his/her intention to file a grievance. Failure to act within said seven (7) working days shall be deemed to constitute an abandonment of the grievance. The Supervisor shall try to adjust the matter and shall respond to the employee or Steward within five (5) working days.

Step Two: If no agreement can be reached orally within five (5) working days of the initial discussion with the immediate Supervisor, the aggrieved or the Union may present the grievance in writing within seven (7) working days thereafter to the Authority's designated representative. The written grievance at this Steps shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract violated, and the remedy requested by the grievant. The Authority's designated representative shall meet

with the Union's representative and the aggrieved in an endeavor to settle or resolve such grievance or dispute amicably, and will answer the grievance in writing within seven (7) working days of receipt of the written grievance.

Step Three: If the grievance is not settled through Steps One and Two, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the Authority and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring the same.

- E.
 - 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
 - 2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
- F. With regard to subject matters that are not arbitrable, the advisory arbitration proceedings shall be conducted pursuant to the rules and regulations established by the Public Employment Relations Commission.
- G. If either party desires a verbatim record of the proceedings it may request that such record be made, provided that it pays for the record and makes copies available to the other party and the arbitrator.
- H. Upon prior notice to and authorization of the Authority's designated representative, the Shop Steward and President of the Local (or his/her designated representative) shall be permitted as members of the Grievance Committee to confer with employees and the Authority on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided that the conduct of said business does not diminish the effectiveness of the Authority or require the recall of off-duty employees.
- I. Upon prior notice to and authorization of the appropriate Authority's representatives, agents of the Union who are not employees of the Authority may be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters. Such permission shall not be unreasonably denied, provided that there is no undue interference with the Authority's operation.

- J. The parties further agree to give reasonable consideration to requests of either parties for meetings to discuss grievances pending at any step.
- K. Whenever a complaint is made concerning the wages, vacations and/or holidays of any employee, an authorized representative of the Union shall have the right to inspect the Authority's payroll and time cards of the employee while the grievance is being processed.
- L. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend the time limits for processing the grievance at any step in the grievance procedure.
- M. In the event that the aggrieved elects to pursue remedies available through New Jersey Department of Personnel (NJDOP), the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Authority's designated representative on the grievance. In the event that the grievant pursues his/her remedies through NJDOP, the arbitration hearing, if any, shall be canceled, and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.

ARTICLE V
Dues Deduction and Agency Shop

- A. The Authority agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the union. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e, as amended.
- B. A check-off shall commence for each employee who signs an authorization card, supplied by the Union and verified by the Authority's Executive Director or his/her designee during the month following the filing of such card with the Authority.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Authority written notice thirty (30) days prior to the effective date of such change and shall furnish to the Authority either new authorization from its members showing the authorized deduction for each employee, or an official notification on letterhead of the Union and signed by the president of the Union advising of such changed deduction.
- D. The Union will provide the necessary check-off authorization form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Authority's Executive Director or his/her designee.
- E. Any such written authorization may be withdrawn at any time by the filing of notices of such withdrawal with the Authority's Executive Director or his/her designee. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.
- F. The Authority agrees to deduct the fair share fee from the earnings of those employees hired who elect not to become members of the Union, or employees who are presently or subsequently become members of the Union and subsequently withdraw from the Union, and transmit the fee to the majority representative.
- G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
- H. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the costs of benefits financed through the dues and available only to members of the Union, but in no even shall the fee exceed eighty-five (85%) of the regular membership dues, fees and assessments.

- I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Authority.
- J. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Authority or require the Authority to take any action other than to hold the fee in escrow pending resolution of the appeal.
- K. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Authority in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Authority or in reliance upon the official notification on the letterhead of the Union and signed by the president of the Union, advising of such changed deduction.
- L. The aggregate deductions from all employees shall be remitted to the Local Union, together with a list of names of all employees for whom the deductions were made by the tenth day of the succeeding month after such deductions were made.

ARTICLE VI
Local Union Officers and Shop Stewards

- A. The Authority recognizes the right of the Union to elect Local Union and Shop Stewards and alternates from the Authority's seniority list. Their authority shall be limited to and not exceed the following duties and activities: The Union shall identify in writing to the Authority the names of Shop Stewards and alternates within fifteen days of the election and any changes to the list of Shop Stewards and alternates.
 - 1. The investigation and presentation of grievances to the Authority or the Authority's designated representative in accordance with the provisions of the Agreement.
 - 2. The transmission of such messages and information which shall originate with and are authorized by the Local Union, provided that such messages and information:
 - a. Have been reduced to writing; or
 - b. If not reduced to writing, are of such a nature involving Union business required by the Local Union to be communicated to the employees, prior authorization for which has been obtained from the Authority.
- B. Shop Stewards or alternates shall not give orders to employees nor countermand orders of management.
- C. Upon prior notice to, and authorization of the appropriate Authority's designated representative, Shop Stewards shall be permitted to investigate, present and process grievances on the property of the Authority which shall be in accordance with the grievance procedure set forth herein without the loss of time or pay.
- D. Whenever any employee of the Authority who is a representative of the Union is mutually scheduled to participate during working hours in negotiations, conferences or meetings with Authority Representatives, he/she will suffer no loss of regular pay.

ARTICLE VII
Nondiscrimination

- A The Authority and the Union agree that there shall be no discrimination against any employee because of race, creed, color, age, handicap, religion, sex, national origin, political affiliation, handicap and veteran status.

- B The Authority and the Union agree that all employees covered under this Agreement have the right, without fear or penalty or reprisal to refrain from any such activity. There shall be no discrimination by the Authority or the Union against any employee because of the employee's membership or nonmembership or activity or nonactivity in the Union.

- C. The procedure for reporting claims of discrimination is as follows: If you believe you have been discriminated against or unfairly or improperly treated in any way because of your race, creed, color, political affiliation, sex, national origin, religion, age, handicap or veteran status, please contact the Personnel Department or other designated person promptly. The Authority will investigate the matter to determine whether illegal discrimination has occurred. If it has, we will take appropriate action to correct it.

ARTICLE VIII
Maintenance of Work Operations

- A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other illegal job action against the Authority. The Union agrees that such action would constitute a material breach of this Agreement.

- B. The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Authority, and that the Union will order all such members who participate in such activities to cease and desist from the same immediately and to return to work and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

- C. Nothing contained in this Agreement shall be construed to limit or restrict the Authority in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

- D. The Authority agrees that it will not engage in the lockout of any of its employees.

ARTICLE IX
Work Schedules

- A. The regular starting or quitting time of work will not be changed with less than five (5) days notice to the effected employees, except in cases of emergency or by mutual agreement between the Authority and the employee(s).
- B. The regularly scheduled work week for bargaining unit employees shall consist of five (5) days, eight (8) working hours per day, forty (40) for such employees so scheduled at the time of the execution of this agreement and five (5) days, seven (7) working hours per day, thirty-five (35) hours per week for such employees so scheduled at the time of the execution of this agreement.
- C. Bargaining unit employees employed in the Department of Operations & Maintenance shall be entitled to a lunch period of thirty (30) minutes, inclusive of wash-up. Those plant operators and attendants (shift workers) who are specifically assigned to the operation of the treatment process will be afforded an equivalent lunch break when a replacement is available to cover their equipment (excludes clericals).
- D. All bargaining unit employees employed in the Administration Departments shall be entitled to a lunch period of one (1) hour.
- E. Bargaining unit employees employed in the Department of Operations & Maintenance shall receive a break period of fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon, inclusive of wash-up, so long as the employees' positions are covered (excludes clericals).
- F. Any bargaining unit personnel employed in the Administration Departments required to work in excess of two (2) hours overtime in any one (1) day shall be afforded a twenty minute (20) break period on company time. Any bargaining unit employee employed in the Administration Department required to work in excess of twelve (12) hours in any one (1) day shall be entitled to an additional twenty-minute (20) break on Authority time.
- G. In Department of Operations & Maintenance or whenever the nature of the work involved requires continuous operations on a twenty-four-hours-per-day, seven-day-per week basis, employees so assigned will have their schedules arranged in a manner which will assure, whenever practical, on a rotating basis, that all such employees in a given title will have an equal share of Saturdays and Sundays off, distributed evenly throughout the year.

ARTICLE X
Overtime

- A. For all bargaining unit personnel employed in the Department of Operations & Maintenance, "overtime" is defined as any authorized time worked beyond forty (40) hours per week.
- B. For all bargaining unit personnel employed in the Administration Departments, "overtime", is defined as any authorized time worked beyond forty (40) hours per week.
- C. One and one-half (1 1/2) the employee's regular base rate of pay shall be paid for authorized work performed by bargaining unit personnel employed in the Department of Operations & Maintenance under any of the following conditions:
 - 1. All work performed in excess of forty (40) hours in any week;
 - 2. All work performed in excess of forty (40) hours in one (1) week, except that hours for which one and one half (1 1/2) times the employee's base rate of pay or double time is paid shall not be included in the forty-hour base;
 - 3. All work performed on the employee's first day off, and
 - 4. For holidays, in addition to holiday pay.
- D. One and one-half (1 1/2) times the employee's regular base rate of pay shall be paid for authorized work performed by bargaining unit personnel employed in the Administration Departments under any of the following conditions:
 - 1. All work performed in excess of forty (40) hours in any week;
 - 2. All work performed in excess of forty (40) hours in one (1) week, except those hours for which one and one-half (1 1/2) times the employee's regular base rate of pay or double time is paid shall not be included in the forty (40) hour base; and
 - 3. All work performed on the employee's first day off; and
 - 4. For holidays, in addition to holiday pay.
- E. Double time the employee's regular base rate of pay shall be paid for work performed by bargaining unit personnel employed in the Department of Operations & Maintenance under any of the following conditions:
 - 1. All work performed on the second day off; and

2. For hours worked in excess of 16 consecutive hours. Employee's regular shift will not be paid as overtime.
- F. Double time the employee's regular base rate of pay shall be paid for work performed by bargaining unit personnel employed in the Administration Departments under any of the following conditions:
1. All work performed on the employee's second day off,
 2. Employees will be paid double time for hours worked in excess of 14 consecutive hours. Employees regular shift will not be paid as overtime; and
- G. Overtime work shall be voluntary. Overtime work shall be distributed as equally as possible at each work location and Department/Division among employees within the same job classification. Where there are no volunteers, the Authority shall select the employee(s) in reverse order of seniority.
- H. All bargaining unit personnel employed in the Department of Operations & Maintenance who are on rotating shifts shall be paid one and one-half (1 1/2) times their regular base rate of pay for all work performed on the first day of their scheduled day off, and double time for all work performed on the second day of their scheduled day off.
- I. Vacations and holidays shall be considered as time worked for purposes of computing overtime. Floating holidays utilized in increments, personal days and sick leave shall not be considered as time worked for purposes for computing overtime.
- J. If employee is requested to return to work after or before his/her regularly scheduled shift, for less than two (2) hours, said employee shall have two (2) hours credited to him/her, with the appropriate premium time multiplier applied thereto.
- K. Overtime shall be paid currently, or at least no later than the following Thursday after overtime was performed.
- L. Bargaining unit personnel who perform work with the written authorization of the department head in a higher pay classification than their own shall be temporarily assigned and paid for such work after performing said work for two (2) weeks spending at least fifty percent (50%) of their time on the higher paid job. If an employee is already earning, in his/her own classification, more than the starting salary of the highest pay classification, then said employee shall be given an additional fifty cents (\$0.50) per hour for said work; however, in no case shall the employee be paid more than the employee being temporarily replaced. An employee shall be paid at the rate of his/her own classification when performing work in a lower pay classification.

M. Employees required to be on call by wearing Authority issued beepers shall be handled in the following manner:

- 1) Beepers shall be rotated among employees in each department for a period of time generally lasting one week.
- 2) If the next person on the list declines to accept the beeper assignment for the week, the Authority will seek the most senior volunteer to accept the beeper for the time period. If, after going once through the seniority list there is no volunteer, the original employee on the list must take the beeper assignment for the week.
- 3) Once an employee has taken the beeper assignment, the employee shall be responsible for switching with a co-worker, with their supervisor's approval, for a short period of time if they are unable to take the beeper. If they cannot find a replacement, they must take the beeper.
- 4) Employees required to be on call via beeper shall remain fit for duty and available within a 1/2 hour response time or that which is reasonable depending on weather and/or traffic conditions during the entire time on call.
- 5) No employee shall be required to be on-call during their scheduled and approved vacation or personal leave, or sick leave.
- 6) Beeper Pay: All on-call employees will be paid the following additional compensation for carrying a beeper:
One dollar (\$1.00) per hour (\$128 for 128 hours on call duty) when required and authorized plus appropriate overtime if called in.

N. Boiler License

- 1) Employees who are required by the Authority to maintain a Black Seal Boiler License shall be paid a stipend of \$350 during the month of November each year upon proof of renewal of license.

ARTICLE XI

Salaries

- A. Effective upon the signing of the contract, a three and three-quarter percent (3.75%) increase, retroactive on base salary only to January 1, 2002, shall be granted to all employees on the payroll as of December 31, 2001.
- B. Effective upon the signing of the contract, a three and one-half percent (3.5%) increase retroactive to January 1, 2003, shall be granted to all employees on the payroll as of December 31, 2002.
- C. Effective January 1, 2004 a three percent (3.0%) increase shall be granted to all employees on the payroll as of December 31, 2003.
- D. Effective January 1, 2005, a three percent (3.0%) increase shall be granted to all employees on the payroll as of December 31, 2004.
- E. Effective January 1, 2006, a three and one-half percent (3.5%) increase shall be granted to all employees on the payroll as of December 31, 2005.
- F. Effective January 1, 2007, a three and one-half percent (3.5%) increase shall be granted to all employees on the payroll as of December 31, 2006.
- G. All clericals and customer service representatives shall be granted a one time five hundred dollar (\$500.00) increase in base salary after application of the January 1, 2004 percentage salary increase.
- H. Beginning in 2004, all bargaining unit employees regularly scheduled to work Saturdays and Sundays shall be eligible to receive an annual stipend of \$500 to be paid during the month of January of the following year provided that the employee actually works eighty-two and one-half (82.5%) of the scheduled Saturdays and Sundays. Vacations and holidays shall be considered as time worked for purposes of this paragraph. Floating holidays utilized in increments, personal days and sick leave shall not be considered as time worked for purposes of this paragraph. The stipend for 2003 shall be \$250.00.
- I. Employees who hold certain state licenses without holding job title or position relative to license shall be reimbursed as follows:

CDL Licenses -	\$350/year*
C1 and SI Licenses -	\$350/year
C2 and S2 Licenses -	\$400/year
C3 and S3 Licenses -	\$450/year
C4 and S4 Licenses -	\$500/year

* Includes positions requiring CDL License

- J. Employees shall be paid during the month of November each year upon proof of renewal of license.

EXCEPTION TO ABOVE: Sewage Plant or Pump Station Operators who obtain a S-4 or C-4 license, who are not Seniors, shall be given a \$750 salary increase above their S-3 or C-3 pay.

- K. The Authority shall have the right to assign, on a temporary and as-needed or emergent basis, bargaining unit employees to such work assignments where the job duties of the work assignments require the licensure of the employee performing the job duties.

- L. Effective January 1, 2004, all bargaining unit employees working the second and third shift operations shall receive an additional seventy-five cents (\$0.75) per hour for the second shift and one dollar (\$1.00) per hour for the third shift.

ARTICLE XII
Longevity Pay

- A. Longevity pay will be granted annually on or about December 15 of each year in a separate check to all employees covered by this Agreement who have more than five (5) years continuous full-time service on that date, as per the following schedule:

Years of Service	Amount (percent)
From 5 to 9	2.25
From 10 to 14	3.25
From 15 to 19	4.25
From 20 or more	5.75

- B. To receive longevity pay an employee must be in a paying status as of July 1 of any year hereunder when longevity is to be paid. The date of payment shall be on or before December 15 of each year. If an employee leaves the service of the Authority in good standing after July 1, but prior to December 15 of any year, then such employee will receive longevity pay based upon the length of service as of December 1 of the current year on a prorated basis for the time of actual employment. If the employee leaves prior to July 1 of any year, then no longevity pay shall be paid for that year.
- C. Longevity payments will not be prorated at a different percent (%) when years of service are between categories. The higher percentage will be used.

ARTICLE XIII
Sick Leave

- A. “Sick leave” is hereby defined to mean leave from work due to personal illness other than a workplace, accident or exposure to contagious disease. Sick leave may also be used for short periods because of attendance of the employee upon a member of their immediate family who is seriously ill and requires the presence of the employee. A doctor’s note attesting to the need for the employee’s attendance shall be required.

- B The term “immediate family” is hereby defined to include the following: mother, father, brother, sister, spouse, children or foster children of the employee and other relatives living in the employee’s household.

- C. Employees who are absent for reasons that entitle him/her to sick leave shall call the appropriate voice mail extension at least one (1) hour prior to the employee’s usual reporting time, except in emergency circumstances. However, in all circumstances an employee who is absent for reasons that entitle him/her to sick leave shall notify the Authority prior to the employee’s usual reporting time. Failure to give such notice maybe cause of denial of the use of sick leave for that absence, and may constitute cause for disciplinary action.

- D.
 - 1. New employees only receive one and one-fourth (1 1/4) working days for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and three fourths (3/4) of a working day if they begin on the 9th through the 23rd day of the month.

 - 2. After the initial month of employment up to the end of the first calendar year, employees shall be credited with one and one-fourth (1 1/4) working days for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with fifteen (15) working days.

 - 3. Sick time shall be advanced on January 1 to all other Bargaining Unit employees, however, the policy of pro-rating sick time upon separation from the Authority shall remain in effect.

- E. If an employee is absent for five (5) consecutive working days for sick leave or leave in attendance of a member of the employee’s family, the Authority shall require acceptable medical evidence on the form prescribed. The nature of illness and length of time the employee was or will be absent should be stated on the doctor’s certificate. A certificate of a physician in attendance shall be required as proof of the need of the employee’s leave after fifteen (15) days’ leave in one (1) calendar year consisting of periods of less than five (5) days.

- F. The Authority, when there is reason to believe that an employee is abusing sick time, may require the employee to submit acceptable medical evidence of proof of illness or may require the employee to undergo a physical examination. If sick leave is not approved, the time involved shall be changed to vacation, if available, provided the employee agrees. If, however, the employee has had sick leave changed to vacation within the prior twelve (12) months, the time involved shall be considered unexcused and may be subject to disciplinary action.
- G. In case of leaves of absence ordered by a Health Department due to exposure to contagious disease, a certificate from the Department of Health shall be required before the employee may return to work, and time loss will not apply to sick leave or any loss of pay.
- H. Part-time permanent employees shall be entitled to sick leave on a prorated basis.
- I. Sick leave must be used 1st in a 1 hour increment, then in 1/2 hour increment.
- J. Sick leave may be used by a handicapped employee for absences related to the acquisition of use of an aid for the handicap when the aid is necessary to function on the job. In such cases reasonable proof may be required by the employer.
- K. Full-time temporary employees of the Authority shall be entitled to sick leave in the same amount and for the same reasons as provided for permanent employees.
- L. Employees on a daily, hourly, or seasonal basis are not eligible for sick leave.
- M.
 1. Employees have the right to elect to continue accumulating sick leave as per applicable federal or state rules or take payment as provided.
 2. For each sick leave day taken during a given year the employee shall forfeit his/her right to sell back one (1) additional day from the maximum of fifteen (15) of which ten (10) are allowed as sell back.
 3. Employees must make their choice in writing no later than January 15 and no earlier than January 1 of each year.

EXAMPLE: An employee earns fifteen (15) days for the year and uses six (6) days.

	15 days earned
(-)	6 days taken
(-)	6 days forfeited

4. Employees who die while employed by the Authority will be entitled to have their estate receive 50% of his/her accumulated sick leave up to a maximum payment of \$15,000.00.

N. The Authority shall have the right to discipline an employee for just and sufficient cause. All mitigating and aggravating circumstances will be reviewed before progressive disciplinary action is taken.

O. A doctor's note shall contain:

1. Diagnosis;
2. Prognosis;
3. When employee was seen;
4. Treating doctor;
5. Date(s) of illness; and
6. Date of return to work, including limitations.

Doctor's note shall be submitted on the first day employee reports to work. Failure to present proof of illness as stated above shall be reason for denial of sick leave and shall be considered unexcused.

P. The Authority will comply as required by state and federal laws with the New Jersey Family Leave Act and the Family and Medical Leave Act. Eligible employees with at least one (1) year of service shall enjoy all rights and benefits under those laws, including continued health benefits for a period of twelve (12) weeks while on leave. Any employee who desires to take a leave pursuant to those laws shall notify the Authority with respect to the applicable procedures, entitlement and rules related to such leave.

ARTICLE XIV
Retirement

- A. Upon retirement from service to the Authority under the provisions of the Public Employees Retirement System, an employee shall be entitled to receive fifty percent (50%) of his/her accumulated sick leave as additional severance pay, said payment not to exceed fifteen thousand dollars (\$15,000).

ARTICLE XV
Military Leave

- A. The Authority agrees to provide all employees with military leave in accordance with federal and state statutes.

ARTICLE XVI
Emergency Leave

- A. Employees shall be given time off without loss of pay notwithstanding moneys paid from other sources when performing emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor or the President.

- B. Employees shall be given time off without loss of pay notwithstanding moneys paid from other sources when performing two (2) weeks' training and/or active duty as a member of a military reserve unit or as a member of the National Guard.

ARTICLE XVII
Jury Leave

- A. A regular full-time employee who loses time from his/her job because of jury duty as certified by the Clerk of the court shall be paid by the Authority the difference between his/her daily base rate of pay [up to a maximum of (8) hours for bargaining unit personnel in the Operations, Maintenance and Repairs and Compost Departments and up to a maximum of seven (7) hours for bargaining unit personnel employed in the Administration and Engineering Departments] and the daily jury fee, subject to the following conditions:
1. The employee must notify his/her Supervisor upon receipt of a summons for jury service;
 2. The employee has not voluntarily sought jury service;
 3. The employee is not attending jury duty during vacation and/or other time off from the Authority employment; and
 4. The employee submits adequate proof of the time served on jury duty and the amount received for such service.

ARTICLE XVIII
Maternity Leave

- A. Maternity leave is defined as leave taken by any employee after the birth or adoption of a child.
- B. Maternity leave may be granted up to one (1) year in accordance with New Jersey rules and regulations, provided that the request for said leave is made in writing to the Executive Director.
- C. The leave, if granted, shall be without pay. However, the employee has the right to charge any vacation, sick days or other days coming to the employee to the maternity period.
- D. Except for reasons of health or inability to perform her job, the pregnant employee shall be permitted to work, provided that the attending physician approves and so advises the Authority in writing.
- E. Employee may utilize FMLA/FLA entitlement for child care as long as necessary procedures for such leaves are followed. (See N.J.A.C. 4A:6-1.8 et. seq. RE: DIFFERENT TYPES OF LEAVE)

ARTICLE XIX
Funeral Leave

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay up to a maximum of three (3) consecutive workdays, one (1) of which shall be the day of death and/or the day of the funeral but in no event to exceed three (3) working days.

- B. The term "immediate family" shall include mother, father, mother-in-law, father-in-law, grandmother, grandfather, brother, sister, brother-in-law, sister-in-law, spouse, children or step children, step parents and children under a legal guardianship, foster children and grandchildren of the employee.

- C. An employee may utilize available vacation time or sick time, with his/her supervisor's approval, in addition to the three (3) working days in paragraph A above.

ARTICLE XX
Injury Leave

- A. In the event that an employee becomes disabled by reason of a work-related injury or illness and is unable to perform his/her duties, then, in addition to any sick leave benefits otherwise provided for herein, he/she may be entitled to full pay for a period of up to twelve (12) months.
- B. An employee who is injured, whether slight or severe, while working, must make an immediate report prior to the end of the shift thereof to the immediate Supervisor. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.
- C. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he/she is unable to work, and the Authority may reasonably require the employee to present such certificate from time to time.
- D. If the Authority does not accept the certificate of the physician designated by the insurance carrier, the Authority shall have the right at its own cost to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Authority.
- E. In the event that the Authority physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated. However, if the employee disputes the determination of the Authority Physician, then the Authority and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Authority and the employee. The determination of the third physician as to the employees fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.
- F. If the physician designated by the insurance carrier determines that the employee would be fit to return to light duty. If and the Authority, in its discretion, determines that it is able to utilize the employee's services on a light-duty basis, the employee shall be allowed to return to work on that basis until he/she is able to return to full duties. If the Authority, in its discretion determines that it is unable to utilize the employee's services on a light-duty basis, then the employee shall be placed on injury leave pursuant to this Article.
- G. In the event that any employee is granted said injury leave, the Authority's sole obligation shall be to pay the employee the difference between his/her regular pay and any compensation disability and other payments received from other sources. At the Authority's option the employee shall either surrender and deliver any compensation, disability and other payments to the Authority and receive his/her entire salary payment, or the Authority shall only pay the difference.

- H. The Authority shall have the right to discipline an employee, up to and including termination, for abuse of the privileges provided under this Article with just and sufficient cause.
- I. If the employee's injury is due to his/her failure to wear or utilize safety wearing apparel, tools, and/or devices supplied by the Authority, the Authority may refuse to pay the difference between the employee's salary and workmen's compensation claims as discussed in Section G above.
- J. Any employee sustaining injuries which are compensable under the Workmen's Compensation Act but which do not prevent him/her from performing his/her usual duties but require that he visit the offices of the Authority's designated physician for the purpose of obtaining further treatment during working hours shall suffer no loss of wages because of such visits.
- K. Any employee sustaining injuries which are compensable under the Workmen's Compensation Act which prevent him/her from performing all work available to him/her at the Authority's workplace shall sustain no loss of pay for the balance of the day on which he was injured. Ability to perform work shall be determined by the doctor and/or hospital report.

ARTICLE XXI
Convention Leave

- A. Bargaining unit personnel who are duly authorized representatives of any organization listed in N.J.S.A. 38:23-2 and any amendment thereto shall be granted a leave of absence with pay for the purpose of traveling to and from and attending any state or national convention of said organization, not to exceed five (5) days in any calendar year, upon prior notice to and authorization of the Supervisor.

- B. The Local shall be allotted a total of twenty (20) days per year without pay for Union Officers, Stewards or designated representatives of the Union to be utilized by the Local for Union business (conventions, seminars, conferences and meetings called by the Local). A maximum of twenty (20) days is allowed for the entire Local for the calendar year and there is no carry-over to the next year.

ARTICLE XXII
Court Time

- A. Except for actions initiated by the employee, employees shall be given time off without loss of pay when their attendance is required at any court or administrative agency for any action arising out of their employment with the Authority or when their attendance is required by the Authority.

ARTICLE XXIII
Leave of Absence

- A. Leaves of absence for provisional or permanent employees may be granted for a period not to exceed one (1) year.

- B. Employees returning from an authorized leave of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits.

ARTICLE XXIV
Holidays

A. The following are recognized as paid holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day (Observed)
Independence Day
Labor Day
Columbus Day (Observed)
Election Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day

B. Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays that fall on Sunday shall be celebrated on the following Monday, except for shift workers in the Plant Operations and Maintenance who are scheduled to work the Holiday, in which case the Holiday will be celebrated upon the day of occurrence.

C. It is understood that there shall only be one (1) day of celebration in the event that a holiday is celebrated on a day other than the actual day of said holiday, and no additional days shall be received because of the adjustment of the day of celebration.

D. When the Authority declares, by formal action, a holiday for all Authority employees, all bargaining unit personnel who are required to work on such holidays shall be given a compensatory day at a later date. This provision has no applicability when holidays are granted pursuant to a contract with other representative associations or unions.

E. Shift workers in Operations and Maintenance whose normal day off for that week coincides with the recognized paid holiday (see Section A above) shall receive an additional day's pay.

F. All employees shall be entitled to two (2) floating holidays to be taken at the employees discretion, which can be taken in one-half-day increments. Floating holidays may be used by employees for emergency purposes as well as planned days off.

ARTICLE XXV
Bill of Rights

- A. An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.
- B. An employee shall be entitled to Union representation at each and every step of a disciplinary hearing.
- C. An employee who has a reasonable suspicion to believe that he/she is to be suspended, discharged or disciplined shall be entitled to a Union representative.
- D. No recording devices or stenographer of any kind shall be used during any meeting unless both Union and employer are made aware of their use prior to such meeting.
- E. In all disciplinary hearings the employee shall be presumed innocent until proven guilty, and the burden of proof shall be on the employer.
- F. An employee shall not be coerced or intimidated or suffer any reprisals, either directly or indirectly, that may adversely affect his/her hours, wages or working conditions as the result of the exercise of his/her rights under this Agreement.

ARTICLE XXVI
Vacation

- A. Permanent full-time employees in the Authority's service shall be entitled to the following annual vacation with pay:

Years of Service	Number of Days
Up to 1	1 per month of service
1 to 3	12
3 to 5	15
5 and over	20

Effective January 1, 2004, after fifteen (15) years of permanent full-time employment with the Authority, permanent full time employees shall be entitled to 25 vacation days.

At the beginning of each calendar year in anticipation of continued employment, employees shall be credited with the appropriate vacation time from the above table. Vacation time shall be placed on the books up front, however, the policy of pro-rating vacation time upon separation from the Authority shall remain in effect. All requests will be honored by seniority up until March 15th of each year, then all remaining requests will be handled on a first come, first serve basis.

- B. Any employee with less than one (1) year of service shall not take any vacation days accrued until at least six (6) months of service has passed.
- C. Temporary full-time employees shall be entitled to vacation leave to the same extent that such leave is provided for full-time permanent employees. Permanent part-time employees shall receive vacation leave on a prorated basis in accordance with the above schedule.
- D. Where in a calendar year or fiscal year the vacation leave or any part thereof is not used, such vacation periods shall accumulate and shall be granted during the next succeeding year only. Vacation leave shall not be advanced.
- E. Vacation pay will be paid prior to the employee going on vacation, so long as the employee takes a minimum of five (5) working days' vacation and gives the Executive Director or his/her designated representative at least two (2) weeks' notice.
- F. Upon the death of an employee, unused vacation leave shall be paid to the employee's estate.

ARTICLE XXVII

Insurance

- A. The Authority agrees to provide a major medical insurance plan for all eligible employees and their families. All employees on the payroll as of the signing of this agreement, shall have a choice of the plan they desire and the minimum selection of plans shall be in accordance with that as required by law.

- B. When an employee or his/her spouse reach the age of sixty-five (65) and have a hospitalization plan supplemented by Medicare, the Authority will reimburse the employee for the premium cost of the Medicare Plan.

- C. The Authority will pay health insurance premiums as a supplement to Medicare for Authority employees who have retired from the Authority after twenty-five (25) years or more of service within The Public Employee Retirement System (PERS).

- D. The Authority agrees to provide a prescription plan for all eligible employees and their families. Effective January 1, 2004, the co-pay for prescription drugs will increase from \$2/\$10 to \$5/\$15. The co-pay for health insurance will increase from \$5.00 to \$10.00. For all newly hired employees starting January 1, 2004, the co-pay for health benefits will be \$20.00. All other provisions remain in effect.

- E. The Authority agrees to provide a dental program to all eligible employees as follows:

The existing or equivalent dental plan offered by Dr. John Kernan and Associates (“The Kernan Plan”) shall be continued for all employees, spouse and dependent children who are presently in the plan and all new employees hired by the Authority. “The Kernan Plan” also includes a freedom of choice provision, so that an employee could opt to choose their own dentist.

Any existing employee who remained in the Delta Dental plan when such plan was available may continue in said plan for such time period that the plan is available and the employee pays the difference in premium for him or herself or spouse and dependent children.

If an employee elects not to pay the difference in cost then the employee should be placed in the “Kernan Plan” and will no longer be eligible to return to the more expensive plan.

- F. The Authority agrees to provide an optical plan for all eligible employees and their families.

- G. The Authority will provide temporary disability insurance under the State of New Jersey plan. Employees shall pay their share of the state plan. The Authority will provide to eligible employees additional disability for payment of seventy percent (70%) of weekly salary maximum of four hundred dollars (\$400) per week and eligibility for up to twenty-six (26) weeks.

- H. Duplication of Benefits/Sell Back Option. The Authority will provide cash in lieu of benefits to those employees who opt not to take the health insurance as provided by the Authority. The employee will be reimbursed on a monthly basis for each full month of coverage which they did not take (i.e., in October, employee receives September's money). By completing a Duplication of Benefits Back Option Agreement, the employee shall receive payment equal to thirty percent (30%) of the premium for the insurance that the employee elected not to take.

Any employee (for any reason) wishing to regain their benefits package under the Authority, may do so under normal time limits allowed by the insurance carrier. Any moneys involved can be prorated.

- I. Effective January 1, 1996. Newly hired employees shall only have the choice of an HMO plan offered by the Authority.

ARTICLE XXVIII
Travel Allowance

- A. Effective the date of this agreement, bargaining unit personnel required to travel on authorized necessary Authority business and who are required to use their personal vehicles, shall be reimbursed at the approved IRS allowance rate in addition to out-of-pocket expenses, provided that no Authority vehicle is available for use by the employee. On-call employees shall not receive mileage reimbursement for travel to and from the work location.

ARTICLE XXIX
Safety and Health

- A. The Authority at all times maintain safe and healthful working conditions. The Authority should provide employees with any wearing apparel tools or devices that the Authority deems necessary to ensure the employee's safety and health.
- B. All wearing apparel tools or devices supplied by the Authority to the employee to ensure the employees safety and health must be worn and/or utilized by the employee. Failure to wear and/or utilize this wearing apparel, tools or devices shall subject the employee to disciplinary action by the Authority.
- C. All Uniforms required to be worn by the employees shall be paid for and supplied by the Authority. This shall not apply to any dress code established by the Authority for bargaining unit personnel employed in the Administration Departments.
- D. The Authority agrees to provide suitable sanitary conditions such as toilets and hot and cold running water.
- E. The Union shall designate three (3) Safety Committee members to the existing Safety Committee as presently composed or as modified. The purpose and duties of the members shall be as defined for the entire membership of the Safety Committee.
- F. The Authority shall pay \$100 for steel-tipped safety shoe allowance in July of each year to be paid directly to each O&M employee required to wear safety shoes.
- G. The Union agrees that a drug free work force is essential to the Authority and its employees for the safe administration and operation of its wastewater treatment systems. All supervisors, professionals and members of this bargaining unit with the exception of clerical workers and regardless of whether the job title is or is not a "safety sensitive" job title are, therefore, subject to the Random Drug and Alcohol Testing and Reasonable Cause Testing as outlined in the Authority's Substance Abuse Policy/Policies in effect at the time. To the extent that any section or part of the Authority's Substance Abuse Policy/Policies differs in any way on the issue of what job title is covered, this agreement shall prevail.

ARTICLE XXX
Seniority

- A. “Seniority,” in terms of employment with the Authority, is defined as the employee’s total length of service with the Authority, beginning with his/her original date of hire. “Seniority in position” shall be defined as the date of employment on which the employee is permanently appointed to said position.
- B. An employee having broken service with the Authority (as distinguished from a paid leave of absence) shall not accrue seniority credit for the time when he/she was not paid by the Authority. This statement is to clarify the present state regulations.
- C. If a question arises concerning two (2) or more employees who were hired on the same date, the following shall apply:
 - 1. If hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Authority's payroll records, first name, first preference, etc. For employees hired on the same date subsequent to the effective - date of this Agreement, preference shall be given in alphabetical order of the employee’s last name.
- D. Once each year during the month of January, the Authority shall compile and submit to the Union in writing, and then post in a conspicuous place, a seniority list for the regular payroll records. Any employee hired after said posting shall have their names added to this list in order of the date of hire, and the Union shall be notified of such additions.
- E. Except where NJDOP statutes require otherwise, in case of layoffs, recalls, vacation schedules and other situations where substantial employee advantage is concerned, an employee with the greatest amount of seniority in position shall be given preference, provided that he has the ability to perform the work involved.
- F. Except where NJDOP statutes require otherwise, seniority shall be one (1) factor considered by the Authority in cases of promotion.
- G. An employee who takes an unauthorized absence for five (5) consecutive days without notice shall forfeit his/her seniority, and said absence shall constitute resignation on the employee's behalf.

ARTICLE XXXI
Job Posting

- A. Any vacancies or newly created positions within the bargaining unit of the Authority will be posted prominently for seven (7) calendar days. The posting shall include the classification, the salary, a description of the job and any required qualifications and the procedure to be followed by employees interested in applying.

- B. A copy of each notice posted will be forwarded to the Chief Steward and the union offices.

ARTICLE XXXII
Bulletin Board

- A. Bulletin boards will be provided by the Authority for the Union at permanent work locations for the posting of notices relating to meetings and official business of the Union only.
- B. Only material authorized by the signature of the Authority's staff representative, local 702 union, Stewards or alternate shall be permitted to be posted on said bulletin board. The Authority may have removed any material which does not conform to the intent of the above provisions of this Article.

ARTICLE XXXIII
Personnel Files

- A. The Authority shall establish personnel files or confidential records which shall be maintained under the direction of the Authority.
- B. Upon prior notice to and authorization of the Executive Director or his/her designee, all employees shall have access to their individual personnel file. Any such request shall not be unreasonably denied.
- C. The Authority shall not insert any adverse material into any files of the employee, unless the employee has had an opportunity to review, sign, receive a copy of and comment in writing upon the adverse material unless that employee waives these rights.
- D. The employee shall have the right to respond in writing to any complaint negative report or disciplinary warning entered into his/her individual personnel file through the grievance procedure.

ARTICLE XXXIV
Job Duties and Responsibilities

- A. Employees covered by this Agreement shall perform the duties and responsibilities outlined in the NJDOP job specifications for their positions, as required by such agency.
- B. The job descriptions are as approved and/or revised by NJDOP for all titles covered under this Agreement and shall be obtained by the Union from NJDOP. If during the life of this Agreement new titles are created by the employer, a copy of the new job description as it exists at the time of adoption, within NJDOP system be given to the Union.
- C. Employees covered by this Agreement shall perform the duties and responsibilities when the Authority is compensating the employee for providing additional services outside his/her normal job duties.

ARTICLE XXXV
Discharge and Suspension

- A. The Authority shall not discipline, discharge or suspend an employee without just cause.

- B. An employee shall first receive one (1) written warning for any violation other than a violation which is cause for suspension or dismissal, before any action is taken against said employee for dismissal. A copy of any such notice shall also be directed to the Union for its information. A warning notice, other than for violations of critical rules which shall not be purged, shall remain part of the employee's record for a period of six (6) months thereafter, after which it shall cease to exist if no additional warning notice during said six-month period is given to the employee. Nothing herein shall be construed as preventing the Authority from maintaining a file pertaining to incidents that the Authority may be required to maintain pursuant to state or federal law and to show history and progressive discipline in legal proceedings. Such records so maintained will be utilized solely for the purpose as required by law and otherwise will be held in complete confidence.

ARTICLE XXXVI
General Provisions

- A. It is agreed that representatives of the Authority and the Union will meet from time to time upon request of either party to discuss items of general interest or concern which are not necessarily a grievance as such. Such meetings shall be initiated by the written request of either party, and a precise agenda shall be established.
- B. The jurisdiction and authority of the Authority over matters not contained in this Agreement are expressly reserved and impliedly reserved by the Authority.
- C. Upon discharge or quitting, the employee shall be paid all moneys due said employee up to the date of discharge, including vacation and holiday pay, if any, due hereunder. Any such payment due the employee shall be paid on the next payday.

ARTICLE XXXVII
Fully Bargained Agreement

- A. 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. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation for either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXXVIII
Severability and Savings

- A. Each and every clause of this Agreement shall be deemed severable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses, only to the extent that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.

ARTICLE XXXIX
Equalization of Pay

- A. The Authority agrees that all employees employed by the Authority in the same job classification for three (3) or more continuous years shall receive the same annual, salary. In order to accomplish this, this salary shall be equal to the highest paid employee within that classification.

- B. For example, if the starting salary for a certain job classification is twelve thousand dollars (\$12,000) and the highest paid employee within that classification is earning sixteen thousand dollars (\$16,000), all employees who have been employed within that job classification for more than three (3) continuous years shall also receive the annual salary of sixteen thousand dollars (\$ 16,000).

- C. When the highest paid employee within a job classification is promoted, retires or resigns, and other employees serving in the same job classification have not yet reached the higher pay of the departing employee, for purposes of equalization, the higher pay rate of the departing employee shall remain in effect for a period of six (6) months.

- D. All similar job titles with the prefix of Pump Station and Sewage Plant (such as Pumping Station Operator C-1 and Sewage Plant Operator S-1) shall equalize under the agreed upon equalization method.

ARTICLE XL
Termination

- A. This Agreement shall be in full force and effect as of January 1, 2002, and shall remain in effect to and including December 31, 2007. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days and not later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the County of Camden, New Jersey on this

OPEIU

CAMDEN COUNTY
MUNICIPAL UTILITIES
AUTHORITY



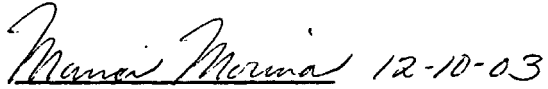
Business Manager



JAMES MACFARLANE, VICE-CHAIRMAN

WITNESSED:

WITNESSED:



Marisa Morina 12-10-03



EXECUTIVE DIRECTOR