

#822



**AGREEMENT BETWEEN**

**THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY  
CAPE MAY COUNTY, NEW JERSEY**

**and**

**LOCAL 195  
INTERNATIONAL FEDERATION OF  
PROFESSIONAL AND TECHNICAL ENGINEERS - AFL/CIO**

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**January 1, 1996 through December 31, 1998**

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**PREAMBLE**

- A. This Agreement is hereby made this 6<sup>th</sup> day of May 1996, by and between THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY, in the County of Cape May, State of New Jersey, a public employer of the State of New Jersey (hereinafter referred to as the "Authority/CMCMUA"), and Local 195, INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS AFL/CIO (hereinafter referred to as the "Union").
- B. Any reference herein to the male gender shall be deemed to refer to the female gender as well.

## **ARTICLE 1**

### **RECOGNITION**

- A. The Authority/CMCMUA recognizes the Union as the exclusive representative for the purpose of collective negotiations with respect to the salaries, wages and other terms and conditions of employment of the members of the bargaining unit, which shall be defined as the following: Regularly employed full-time and regularly employed part-time operations, maintenance and craft employees employed by the Authority/CMCMUA, including: transfer station operator, weighmaster, senior heavy equipment mechanic, senior heavy equipment operator, heavy equipment operator, laborer, utility worker, shift operator, laboratory technician, plant mechanic, senior electrician, electrician, utility worker/transfer vehicle operator, project electrician, project mechanic, composting operator, assistant composting operator, equipment mechanic, mechanic assistant, maintenance worker, mechanic/welder, and utility/ operator trainee, but excluding managerial executives, confidential employees, police, supervisors, professional employees, clerical employees, seasonal employees and all other employees employed by the Authority/CMCMUA.
- B. Part-time employees are defined as those employees working more than twenty (20) hours per week.

- C. The Authority/CMCMUA agrees to provide the Union with written notice of all newly created positions. In addition, the Authority/CMCMUA will notify the Union Headquarters of all terminations in the bargaining unit.
- D. Seasonal employees are defined as those employees working only between the week before Memorial Day and September 30th.
- E. The Authority/CMCMUA shall have the right to hire temporary employees to replace employees on any type of extended leave, for the duration of such leave. Such temporary employees shall be excluded from the bargaining unit.

## **ARTICLE 2**

### **PROBATIONARY PERIOD**

- A. During the first four (4) months of continuous employment, an employee shall be considered a probationary employee, and the Authority/CMCMUA may terminate his employment within that time without resort to the grievance procedure. This probationary period may be extended upon notice to the Union by one additional thirty (30) day period.
- B. Probationary employees are not permitted to apply for promotions and/or transfers. Once an employee passes his probationary period he shall not be discharged without just cause.

### ARTICLE 3

#### DUES, CHECKOFF, REPRESENTATION FEE, AND INDEMNIFICATION

- A. Upon receipt of proper written authorization, the Authority/CMCMUA shall deduct Union dues on a pro rata basis and shall remit the monies collected to the Union once each pay period.
- B. The Union agrees to indemnify, defend and hold and save the Authority/CMCMUA harmless from any causes of action, demand, claim, suit, loss, damages or any other liability that shall arise out of or by reason of action taken under this Article.
- C. If the rate of dues should change, the Union shall provide the Authority/CMCMUA with forty-five (45) days advance notice of such change.
- D. All deductions under this Article shall be subject to Chapter 233, N.J. Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15-9(e).
- E. If a bargaining unit employee does not become a member of the Union during any calendar year which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the Union for that year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.
- F. Prior to the beginning of each calendar year, the Union will notify the Authority/CMCMUA in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own



members for that calendar year. The representation fee to be paid by non-members will be equal to 85% of that amount.

G.

1. Once during each month covered in whole or in part by this Agreement, the Union will submit to the Authority/CMCMUA a list of those employees who have not become members of the Union for the then current membership year. The Authority/CMCMUA will deduct from the salaries of such employees, in accordance with paragraph G.2., below, the full amount of the representation fee and will transmit the amount so deducted to the Union.
2. The Authority/CMCMUA will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
  - a. Within thirty (30) days after receipt of the aforesaid list by the Authority/CMCMUA; or
  - b. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Authority/CMCMUA in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 30 days after the resumption of the employees' employment in a bargaining unit position, whichever is later.

3. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
4. The Union will notify the Authority/CMCMUA in writing of any changes in the list provided for in paragraph 1, above, and/or reflected in any deductions made more than thirty (30) days after the Authority/CMCMUA received said notice.
5. On or about the last day of each month, the Authority/CMCMUA will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees.
6. The Union agrees that it has established and shall maintain at all times a Demand and Return System as provided by N.J.S.A. 34:13-5(c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the Authority/CMCMUA shall immediately cease making said deductions.
7. The Union shall make a copy of its Demand and Return System together with any revisions thereto available to the Authority/CMCMUA prior to the institution of this Article.

## **ARTICLE 4**

### **UNION POLITICAL ACTION COMMITTEE DEDUCTIONS**

- A. The Cape May County Municipal Utilities Authority shall, upon presentation of a proper and duly authorized form, deduct from the salary of each employee in the bargaining unit who provides said form a sum specified by the Union and not to exceed the limits prescribed by law, for the purpose of contributing to an appropriate union political action committee.**
- B. The provision applies to present and future members in the bargaining unit.**
- C. The fee deduction referred to above shall be forwarded to the Union promptly and in accordance with the provisions of applicable law.**
- D. The Union agrees to indemnify, defend and hold and save the Authority/CMCMUA harmless from any causes of action, demand, claim, suit, loss, damages or any other liability that shall arise out of or by reason of action taken under this Article.**

## ARTICLE 5

### MANAGEMENT RIGHTS

A. The Authority/CMCMUA hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to and after 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/CMCMUA and its properties and facilities and the on-the-job activities of its employees;
2. To hire all employees and, subject to the law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause;
4. To make all decisions relating to the Authority/CMCMUA's operations and maintenance activities, including, but not limited to the methods, means, processes, materials, procedures and employees to be utilized;
5. To establish any new job classifications and job content and qualifications;
6. To change, combine or establish and schedule the working hours of employees;

7. To change the job content and duties of any classification;
  8. To determine the standards of performance of the employees;
  9. To maintain efficiency and cost effective operations and maintenance;
  10. To layoff employees in the event of lack of work or funding, or any other conditions where continuation of such work would be inefficient and/or nonproductive;
  11. To change, modify or promulgate policies, rules and regulations;
  12. To make work assignments;
  13. To utilize the services of a contractor when, in the judgment of the Authority/CMCMUA, such services would be more efficient.
- B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Authority/CMCMUA, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of the Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Authority/CMCMUA in its exclusive right to administer itself and control the work of its personnel, not to deny or restrict the Authority/CMCMUA in any of its rights, responsibilities and authority under N.J.S.A. 40:14A and/or 40:14B or any other national or state law or local ordinance.

D. The failure to exercise any of the foregoing rights, or any other management rights, shall not be deemed to be a waiver thereof. Any act taken by the Authority/CMCMUA not specifically prohibited by this Agreement shall be deemed a management right, and shall be considered such as if fully set forth herein.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

#### **A. DEFINITION**

The term "grievance" as used herein means any controversy arising over disciplinary matters, the interpretation, application or alleged violation of this Agreement, policies or administrative decisions which affect terms and conditions of employment and may be raised by individuals or the Union. If an individual wants to represent himself, the steward may be present to present the Union's position. All grievances shall be signed by the individual or steward, or both.

#### **B. PROCEDURE**

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement. This procedure shall be followed in its entirety unless any step is waived by mutual consent:

##### **STEP ONE: IMMEDIATE SUPERIOR**

The aggrieved shall institute action in writing, on an official grievance form, under the provisions hereof within fifteen (15) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, who is not in the bargaining unit, for the purposes of resolving the matter informally. Failure to act within fifteen (15) calendar days shall be deemed to constitute an

abandonment of the grievance. Either the immediate supervisor, the Chief of Operations and Maintenance or the Assistant Solid Waste Manager, Operations and Maintenance shall render a decision, in writing, within seven (7) calendar days after receipt of the grievance. With respect to grievances involving pay, the time shall run from the receipt of the paycheck causing the grievance.

**STEP TWO: CHIEF ENGINEER/SOLID WASTE MANAGER**

In the event that the grievance is not resolved to the satisfaction of the aggrieved at Step One above, or if no timely answer is filed, the grievance may be filed in writing with the Chief Engineer/Solid Waste Manager within five (5) calendar days. The Chief Engineer/Solid Waste Manager shall have seven (7) calendar days within which to have a meeting, at his option, and to respond to the grievance. The Chapter President or his designee may attend the meeting, if any, in lieu of the shop steward.

**STEP THREE: EXECUTIVE DIRECTOR**

If the grievance is not resolved to the satisfaction of the aggrieved at Step Two above, or if no timely answer is filed, the aggrieved shall, within five (5) calendar days after the response at Step Two, submit the grievance to the Executive Director of the Authority/CMCMUA, or his designee. The Executive Director, or his designee, shall hold a hearing on such grievance within ten (10) calendar days after the submission, and shall have ten (10) calendar days thereafter to render his decision.



With respect to grievances not involving the express terms of this Agreement, his decision shall be final and binding upon the parties. The Chapter President, or his designee, may attend the hearing in lieu of the shop steward.

#### **STEP FOUR: BINDING ARBITRATION**

1. With respect only to those grievances involving the express terms of this Agreement, and in the event the grievance is not resolved to the Union's satisfaction at Step Three, or in the event the Executive Director has not served a timely written response at Step Three, then within thirty (30) calendar days after the response date set forth in Step Three, the Union may file for Arbitration in accordance with paragraph (2) below.
2. The Union may invoke binding arbitration by submitting a written request therefor to the Public Employment Relations Commission, with a copy of such request to the Executive Director. Thereafter, binding arbitration proceedings shall be conducted pursuant to the Rules of the Public Employment Relations Commission, except as they may be expressly altered or modified herein.
3. The arbitrator shall be required to deliver to the parties a written award, coupled with a written opinion setting forth detailed reasons, findings of fact, and conclusions of law utilized making his award, by no later than thirty (30) days from the date of closing the hearings, or if oral hearings have been waived, then from the date of transmitting the final statement and proofs to the arbitrator. The

arbitrator expressly has no authority to modify, add to, subtract from, or in any way whatsoever alter the provisions of this Agreement.

4. Grievance and arbitration meetings and hearings shall be held at mutually acceptable times and places. Requests for witnesses shall be made to the Authority/CMCMUA designee in charge of personnel or his designee, in writing by no later than three (3) calendar days prior to the date of any meeting or hearing, and meeting or hearing dates shall be scheduled considering the availability of all parties and witnesses and the needs of the Authority/CMCMUA.
5. Costs of the services of the arbitrator shall be borne equally by the Authority/CMCMUA and the Union.
6. Additional costs incurred shall be borne by the party incurring same.
7. Nothing herein shall preclude the parties from agreeing on a particular arbitrator to serve in any particular case.

#### **C. GENERAL PROVISIONS**

1. Time limits expressed herein shall be construed as maximums; nothing shall preclude the parties from meeting or filing earlier, nor from extending them if mutually agreeable.
2. The Business Agent and/or International Representative of the Union may take part in the proceedings at the Third Step and above.
3. Employees taking part in grievance meetings and hearings shall suffer no loss in pay.

4. In the case of grievance involving discharges and suspensions, a grievance may be filed beginning with Step Two.
5. No grievance will be settled without the Union's approval. No individual may process a grievance beyond Step Three without the Union's approval.
6. Copies of grievances will be forwarded to the Chapter President at each step of the grievance procedure.
7. Upon acceptance of the decisions rendered by management at any step, the grievant, his shop steward, and the Chapter President must sign the grievance form acknowledging settlement.
8. Sufficient notification, at least one (1) day, shall be given to the grievant and shop steward as to date and time of hearings.
9. After the decision has been rendered by management at Steps One and Two, the grievant and/or Union must specify in writing at the time of the appeal to the next level of the grievance procedure why the decision is not acceptable.

## **ARTICLE 7**

### **FULLY BARGAINED PROVISIONS**

- 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.
- B. The Authority/CMCMUA and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement even though each subject or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

**ARTICLE 8**

**NON-DISCRIMINATION**

- A. Neither the Authority/CMCMUA nor the Union shall discriminate against any employee because of race, creed, religion, color, age, sex, national origin, handicap or marital status.
- B. There shall be no discrimination by the Authority/CMCMUA or the Union against any employee because of the employee's membership or non-membership in the Union.

## ARTICLE 9

### NO STRIKE PLEDGE

- A. The Union agrees that during the term of this Agreement, it shall cause no strikes, work stoppages, or other acts of disharmony contrary to the intent of this provision or law.
- B. In the event of any such acts enumerated above, such employees so engaged may be subject to disciplinary or dismissal action. The Union further agrees that it will immediately notify all employees in the bargaining unit that any such action is not sanctioned by the Union and that the Union joins with the Authority/CMCMUA in insisting that all employees cease and desist immediately.
- C. The Union further agrees that Authority/CMCMUA shall have any and all recourse in law to restore normal working operations.
- D. The Union acknowledges that the employees represented by the Union are public employees within the meaning of Article 1, Paragraph 19 of the New Jersey Constitution (1947) and, while entitled to the rights and privileges guaranteed public employees under the law, such employees are subject to the limitations upon their rights established by law.
- E. The Authority/CMCMUA agrees that there shall be no lockout for the term of this Agreement.
- F. The Union shall not be liable for damages caused by unauthorized job actions of employees covered by this Agreement.
- G. This Article is not intended to limit the freedom of speech of the Union or its members.

## **ARTICLE 10**

### **POSTING AND ANNOUNCEMENTS**

- A. Job openings and promotional opportunities within the bargaining unit shall be posted prominently at each facility for seven (7) calendar days. The posting shall include the classifications; the salary range; a description of the jobs; any required qualifications; and whether the job requires a test (if known); and the procedure to be followed by employees interested in applying. Notice of non-bargaining unit positions shall be provided to the chapter president.
- B. A copy of each posted notice shall be forwarded to the Local Chapter President and the Union office at 49 West Prospect Street, East Brunswick, New Jersey 08816.
- C. Where a promotion or transfer is consummated as a result of the job posting procedure, the Authority/CMCMUA will post the name of the individual appointed or transferred for seven (7) calendar days and will forward a copy to the Union Headquarters.
- D. It is agreed that eligible employees who are fully qualified and apply for a promotion or transfer in the bargaining unit will be given consideration over non-employees.
- E. The shop steward may apply for an employee on an authorized paid leave, so long as the employee confirms his interest in writing within seven (7) calendar days from the end of the initial posting period.

## **ARTICLE 11**

### **BULLETIN BOARDS**

- A. The Authority/CMCMUA will provide bulletin boards to be used exclusively for the posting of Union notices.
- B. Material to be placed on the Union Bulletin Boards will consist only of the following:
1. Notice of Union Elections and the results of the elections.
  2. Notice of Union legislation.
  3. Notices of Union meeting.
  4. Notices of Union social and recreational events.
  5. Notices concerning official Union business.
  6. Other notices concerning legitimate Union matters.



## **ARTICLE 12**

### **PERSONNEL FILE**

- A. Nothing adverse shall be entered into an employee's personnel file unless he has been apprised of same in writing.
- B. An employee upon written request to the Authority/CMCMUA shall have an opportunity to review his personnel file in the presence of an appropriate official of the Authority/CMCMUA.
- C. An employee shall be allowed to place in his personnel file a response of reasonable length to anything contained therein.
- D. Employees shall notify the Authority/CMCMUA within a reasonable time of changes in their emergency data form.

## ARTICLE 13

### HOURS OF WORK AND OVERTIME

- A. The normal work day for day-shift personnel shall be eight and one-half (8-½) hours, including a one-half (½) hour unpaid meal break. Specific shifts and hours shall be as scheduled by the Authority/CMCMUA from time to time.
- B. The normal work day for second-shift wastewater personnel and weighmasters on any day (or part) assigned to the landfill or transfer station shall be eight (8) hours, including a one-half (½) hour paid meal break to be taken at the work station. Specific shifts and hours shall be as scheduled by the Authority/CMCMUA from time to time.
- C. Overtime at time and one-half (1-½) the base rate shall be provided for authorized work in excess of forty (40) hours per week or eight (8) hours per day. Such time must be approved by the appropriate supervisor in order to be compensable.
- D. Any time not properly recorded shall be considered as time not worked.
- E. All employees shall work a reasonable amount of overtime when requested by the Authority/CMCMUA.
- F. There shall be no pyramiding of overtime or premium pay.
- G. The Authority/CMCMUA reserves the right to schedule or reschedule employees in accordance with its needs, including but not limited to, scheduling Saturdays and Sundays as normal work days for some employees.

- H. Nothing herein shall guarantee employees any minimum work day or work week.
- I. Employees regularly working the second or third shift shall be paid a shift differential of thirty (\$.30) cents per hour for hours worked after 3:30 p.m.
- J. Employees required to carry a pager after hours shall be compensated by an additional daily payment on such days that they do so. Effective upon the signing of this Agreement the said daily compensation shall be ten dollars (\$10.00).
- K. An employee called back to work after or before his regularly scheduled shift shall be guaranteed a minimum of two (2) hours pay.
- L. Employees shall receive a break period of fifteen (15) minutes during the first half of the shift and fifteen (15) minutes during the second half of the shift, so long as the employees' positions are covered. Employees shall remain "on call" during break periods.
- M. Employees who perform bargaining unit work in a higher classification than their own, with proper authorization, for a period in excess of three (3) consecutive full days or in excess of three (3) full days in a pay period shall be paid at the higher rate from the first day of such work. In such event, the employee shall be paid at the minimum rate in the higher grade which is higher than his own rate. However, in the event the difference between the higher classification annual wage and an employee's current annual wage is less than \$700, the employee shall be paid a rate equal to his current annual wage plus \$700. The "\$700 rule" shall not apply in the event it exceeds the maximum rate for the

higher grade. This provision shall not apply to the following circumstances:

1. During period of emergencies, i.e., matters concerning public safety, major storms and disasters.
2. When employees are assigned to jobs for training purposes.

N. Employees called into work on their scheduled day(s) off shall work their regular schedule the balance of the week.

O. When daily unscheduled overtime is required at the end of a shift, it will be assigned on a rotation seniority basis of the qualified employees within each job classification who are present at the facility at the time the need for the overtime is determined by the supervisor. This shall not apply to any job which has already been started by an employee; in such case, that employee may be assigned to complete the job, without regard to seniority.

P. Insofar as practicable, where the same shift at a single solid waste facility has differing starting times, the most senior employee in each job classification shall have the first choice of starting time on that shift. Once assigned in this manner, starting times will only be changed at management discretion. This provision shall be considered a trial period for the duration of this contract only.

## **ARTICLE 14**

### **SICK LEAVE**

- A. All employees covered by the Agreement shall be granted sick leave with no loss of regular straight-time pay of one (1) working day for each month of service, to a maximum of twelve (12) days per year. (Less than a month will be prorated.)
- B. Sick leave may be used in fifteen (15) minute increments.
- C. Sick leave may be utilized only for bona fide illness, accident or exposure to contagious disease which necessitates absence from work. A certificate by the attending physician shall be required when ever an abuse or pattern of any type is suspected or, in any case, upon the third consecutive day of absence.
- D. In the event of the absence of an employee, such employee shall notify the Authority/CMCMUA at least one (1) hour prior to his scheduled shift. Such employee shall call prior to his scheduled shift for any day during which a sick day will be taken.
- E. Unused sick days may accumulate from year to year to a maximum of two hundred sixty (260) days total. Upon retirement after twenty-five (25) years of service with the Authority/CMCMUA, an employee will receive fifty percent (50%) of his unused sick leave pay, up to a maximum payment of five thousand dollars (\$5,000.00).
- F. All employees who have perfect attendance (no sick leave) for a period of three (3) months shall be granted one (1) additional personal leave

day for each such period. The three (3) month periods are defined as follows:

1. January 1st through March 31st
  2. April 1st through June 30th
  3. July 1st through September 30th
  4. October 1st through December 31st
- G. Two (2) sick days per year may be used to attend a sick member of any employee's immediate family. (Immediate family is defined as spouse, children, parents, grandparents, legal guardians, grandchildren, brother and sisters only.) The Authority/CMCMUA reserves the right to require proof of illness.

## ARTICLE 15

### VACATIONS

A. Vacations shall be provided to members of the bargaining unit in accordance with the following schedule:

First (1st) through the end of the Fourth (4th) year of service.	One (1) day per month to a maximum of twelve (12) days per year.
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After the Fourth (4th) through the end of the Tenth (10th) year of service	One and one-quarter (1-¼) days per month to a maximum of fifteen (15) days per year.
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After the Tenth (10th) through the end of the twentieth (20th) year of service.	One and one-half (1-½) days per month to a maximum of eighteen (18) days per year.
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After the twentieth (20th) year of service	One and two-thirds (1-2/3) days per month to a maximum of twenty (20) days per year.
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B. Vacation allowance must be taken during the current calendar year at the time permitted unless, due to the request of either the employee or the Authority/CMCMUA, up to one year's accrual is deferred to the following year. In that event, the one year's accrual may be deferred to the next succeeding year only.

C. Scheduling of vacations shall be at the discretion of the Authority/CMCMUA; however, seniority rights will be honored to the extent that they do not interfere with the administration and/or operation of the Authority/CMCMUA. The Authority/CMCMUA reserves the right to limit vacations by location and/or job classification and/or shift, to a reasonable number.

- D. A minimum of one (1) week of each employee's vacation shall be taken at a minimum of one (1) week at a time unless the Authority/CMCMUA approves less at its option. The remainder may be taken in one-hour (1 hour) units.
- E. Pay for the vacation period consists of regular base pay only, excluding overtime and premium pay of any type.
- F. There shall be no vacations taken during the summer "peak" periods, as determined by the Authority/CMCMUA, unless specific permission is granted by the Authority/CMCMUA and except under the following conditions: Employee must submit his written request prior to April 1 of each year; request must be for a minimum of one (1) week; no more than one (1) employee may be schedule for vacation at each location each week of the summer "peak" periods. Only one (1) request of one (1) week's vacation per individual shall be allowable under this paragraph.
- G. In the event an employee requests vacation not yet accrued, the Authority/CMCMUA shall grant said request for up to an employee's maximum annual accrual, as calculated under paragraph A herein.
- H. In the event an employee leaves the employ of the Authority/CMCMUA for any reason, or is terminated for any reason, prior to accrual under paragraph A herein, the Authority/CMCMUA shall have the right to recover the amount of time taken, but not accrued, from the employee's final pay or by any other lawful means.
- I. In the event of an employee's death his accrued, but unused vacation shall be paid to his estate.



## ARTICLE 16

### HOLIDAYS

A. For each year of this Agreement, employees shall be entitled to the following paid holidays; as designated by the Authority/CMCMUA:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day

B. Holidays falling on Saturday or Sunday shall be celebrated on the previous Friday or the next Monday, respectively.

C. Hours worked on a holiday shall be compensated at time and one-half (1-½) for those hours worked, in addition to eight (8) hours' holiday pay at straight time. Hours actually worked in excess of eight (8) on a holiday shall be compensated at double time and one-half (2-½).

D. Employees who have a designated holiday fall on their regularly scheduled day off will celebrate the holiday on their next regularly-scheduled work day.

E. An employee who is absent on a holiday when scheduled to work, or the day before a holiday, or on the day after a holiday shall not receive holiday pay unless such absence was approved in advance.

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

## ARTICLE 17

### BEREAVEMENT PAY

- A. All employees shall be granted up to a maximum of three (3) consecutive work days leave, including the day of the funeral, without loss of regular straight-time pay, upon the death of a member of his immediate family. In the event the deceased is being interred outside of the State of New Jersey at least two hundred (200) miles from the employee's home, one (1) additional consecutive day shall be granted.
- B. Immediate family is defined as spouse, children, parents, grandparents, legal guardians, grandchildren, brothers and sisters, and spouse's parents.
- C. In the event of a death in the employee's nonimmediate family, employees shall be entitled to one (1) day of leave to attend the funeral, without loss of regular straight-time pay. In the event the deceased is being interred outside of the State of New Jersey at least two hundred (200) miles from the employee's home, one (1) additional consecutive day shall be granted.
- D. Nonimmediate family is defined as brother-in-law, sister-in-law, stepbrother, stepsister, and any other relative residing permanently in the employee's household.
- E. The Executive Director, in his discretion, may require proof of death and/or relationship.

## **ARTICLE 18**

### **JURY DUTY**

- A. Employees summoned for jury duty shall be granted leave with straight-time pay for attending required jury duty for a maximum of two (2) weeks per year, which will be extended upon presentation of a letter from the Court mandating an additional period.
- B. If any employee is required to serve on jury duty, such employee shall be required to notify his immediate supervisor in writing at least two (2) weeks in advance and report for their regularly assigned work on the calendar day immediately following their final discharge from jury duty. If discharged from jury duty prior to the end of a work day, employees shall call to see if they are needed to work for the duration of the work day; if so, employees shall so report for work.
- C. If there is a change in the originally established jury duty leave, the employee must notify his immediate supervisor to make the necessary arrangements to return to work, otherwise, the employee shall receive no pay from the Authority/CMCMUA.
- D. Employees shall cooperate with the Authority/CMCMUA and report to work at all times possible when requested during jury duty. The employees immediate supervisor must be notified in advance any day that employees are not required to report for jury duty, and employees shall report to work on those days.
- E. Jury duty on an unscheduled work day shall not be paid by the Authority/CMCMUA.

F. The Authority/CMCMUA reserves the right to require adequate proof of the time served on jury duty and the amount received for such service.

G. Second shift employees who are required to serve on jury duty will be rescheduled to the first shift while serving on jury duty. All sections of this Article will apply to such rescheduled employees.

## ARTICLE 19

### MILITARY LEAVE

- A. 1. An employee who is a member of the national guard or of a reserve component of any of the Armed Forces of the United States who is required to undergo annual active duty for training shall be granted a leave of absence with no loss of regular pay for such period not to exceed ten (10) working days per year. In the event the orders so specify, the time shall be extended to 15 working days per year.
  2. During the period of such active duty, the employee retains all benefits and coverages with no loss in regular pay.
  3. A copy of the orders requiring the individual to report for such duty must be attached to the leave of absence request.
- B. All other military leave shall be provided in accordance with applicable law.

## ARTICLE 20

### LEAVE OF ABSENCE

- A. An official leave of absence may only be granted, in writing, by appropriate officials of the Authority/CMCMUA.
- B. At the discretion of the Executive Director, any employee who has completed at least one (1) year of service, may be granted a leave of absence without pay.
- C. An employee on leave of absence without pay exceeding seven (7) days in length, except military leave, does not accrue vacation leave, sick leave, or any other benefits, with the exception of continued enrollment in the Health Benefit Plans, Public Employees' Retirement Systems and Group Life Insurance Plan. However, no payments will be made by the Authority to the Health Benefit Plans, Public Employee Retirement Systems or contributory life insurance unless the employee agrees to bear the costs.
- D. A leave of absence shall not exceed thirty (30) days in length, after which it may be reconsidered, and any requested extension shall either be granted or denied.
- E. Employees are required to notify the Authority/CMCMUA of the anticipated date of return, as soon as such date is known to the employee. Failure to return on such date without notice shall be considered a voluntary resignation.
- F. The Authority/CMCMUA shall have the sole discretion in matters of leaves of absence and each decision made shall be on its own merits.

In no event shall the decision whether or not to grant a leave be precedential as to any other decision regarding a leave, nor shall denial be the subject of a grievance; however, an employee whose request has been denied shall have the right to a personal appearance before the Executive Director.

## ARTICLE 21

### TEMPORARY DISABILITY LEAVE (UNPAID)

- A. An official Temporary Disability Leave (TDL) without pay, may only be granted, in writing, by appropriate officials of the Authority/CMCMUA.
- B. Employees disabled through personal illness or injury may be granted Temporary Disability Leave under the following conditions:
1. To be eligible for Temporary Disability Leave, the employee must first exhaust all accrued sick leave. At the employee's option he may also utilize his accrued vacation leave prior to requesting a Temporary Disability Leave.
  2. Employee must request, in writing, a Leave Without Pay for Temporary Disability.
  3. A certificate from the employee's legally licensed physician must be submitted with the request. The certificate must declare the employee is unable to work and the anticipated date that he may return to work.
  4. The Temporary Disability Leave shall not exceed sixty (60) days in length. If additional time is needed, a written request, with attending physician's certificate, must be submitted requesting the extension. The request should be submitted at least ten (10) days prior to the expiration of the previously approved TDL.
- C. The Authority/CMCMUA will continue to pay the costs of the Health Benefit Plans and the Group Life Insurance Plan for all full-time



employees granted a Temporary Disability Leave including periods of approved extension(s).

- D. Contributions to the New Jersey Public Retirement System will resume upon the employee's return to work. Employees will have a twelve (12) month period within which to purchase the leave time for credit in the retirement system.
- E. Employees on an approved Temporary Disability Leave without pay will not be required to pay contributions for contributory life insurance which will be continued in force during the period of Temporary Disability.
- F. An employee on Temporary Disability Leave without pay does not accrue sick leave or vacation leave.
- G. Employees are required to notify the Authority/CMCMUA of the anticipated date of return, as soon as such date is known to the employee. Failure to return on such date without notice shall be considered a voluntary resignation.
- H. Employees who are injured while working at another job, whether authorized or not by the Authority/CMCMUA, and whether self-employed or not, shall not be entitled to Temporary Disability Leave.

## ARTICLE 22

### SENIORITY

- A. "Seniority" shall be defined as an employee's total length of continuous service with the Authority/CMCMUA. "Classification Seniority" shall be defined as an employee's length of continuous service within his current specific classification.
- B. In the event an employee is promoted or transferred to another classification, he shall begin to accrue "classification seniority" on a daily basis. After the employee has worked in the new classification for twelve (12) months, his "classification seniority" shall be the same as "seniority"; prior to twelve (12) months in the new classification, his "classification seniority" shall be only actual time worked in the classification.
- C. Forty-five (45) days' notice of layoff shall be provided to affected employees.
- D. For the purpose of layoff and recall, the last person placed in a classification shall be the first one to be laid off, and the last to be laid off shall be the first to be recalled in accordance with "classification seniority". Any employee displaced from a classification by layoff shall retain seniority rights in other classifications based upon "seniority". In such cases, employees shall have "bumping" rights into lower-rated job classifications, only for which they meet the established qualifications.
- E. Laid-off employees shall remain on a recall list for two (2) years. Notice of recall shall be sent to the employee by certified mail or telegram to

the employee's last address of Authority/CMCMUA record. Recall notice shall not require return to work earlier than two (2) weeks from the date of notice.

- F. Seniority of employees hired or placed into classification on the same date shall be established by impartial lottery; the procedures for such a lottery shall be mutually agreed upon by the parties.
- G. When promotions are made, employees shall serve a probationary period of three (3) months in the new position, during which the Authority/CMCMUA shall have the right to return the employee to his former position. This period may be extended up to thirty (30) days upon notice to the Union.
- H. Once per year, the Authority/CMCMUA shall prepare and forward to the Union a seniority list of employees indicating classification and effective dates of employment with the Authority/CMCMUA.
- I. Seniority shall terminate: when the employee quits or resigns; when the employee is discharged; when the employee is laid off for a period in excess of two (2) years; upon absence without leave in excess of five (5) working days; upon failure of an employee to accept recall within one (1) working week of notice of recall from the Authority/CMCMUA; and upon failure to return from an approved leave of absence.
- J. Employees on authorized leaves of absence (unpaid) shall not lose seniority rights, but shall not accrue seniority during such leaves. Upon their return, anniversary dates will be adjusted accordingly unless the leave is for less than fifteen (15) working days, in which case the anniversary date will not be changed.

K. The Authority/CMCMUA shall utilize experience, ability, skills, attitude, qualifications and attendance as the criteria for promotion of employees to job classifications within the bargaining unit having a higher rate of pay. When two (2) or more employees are equally qualified in accordance with the above, then "seniority" shall be the deciding factor.

## ARTICLE 23

### HEALTH BENEFIT PROGRAM

- A. The Authority/CMCMUA shall continue present health coverage at not less than such coverages as the County of Cape May may provide to its employees.
- B. The Authority/CMCMUA, however, reserves the right to review and change health benefit insurance coverages during this Contract as long as the level of coverage provided is comparable.
- C. On or about December 1, of each calendar year, the Authority/CMCMUA shall inform employees of its basic standard health benefit plan and any alternate choice(s) to be made available to employees during the following calendar year. If the employee selects to be covered under the basic standard health benefit plan, then such plan will be provided to the employee and his/her dependents without charge. Effective January 1, 1997, in the event an employee selects any alternate choice plan that is more expensive than the basic standard health benefit plan, then the employee shall pay a maximum of \$20.00 per month for individual-only coverage and a maximum of \$30.00 per month for individual/dependent coverage. Payment for such contributions shall be by way of biweekly payroll deduction and each employee must sign any necessary payroll authorization form in order to effectuate coverage under any alternate choice plan.

- D. The Authority/CMCMUA shall continue to provide a prescription plan at no less coverage than the County of Cape May provides to its employees.
- E. Employees who have health insurance coverage through other sources (proof of other coverage required) may waive their health insurance coverage with the Authority/CMCMUA and receive \$500 per annum, payable on or about December 1st of each year on a prorated basis.
- F. In the event a husband and wife are both employed by the Authority/CMCMUA, only one (1) designated spouse will be afforded coverage, with the other spouse being covered as a family member. The nondesignated spouse will receive \$500 per annum in lieu of coverage on or about December 1st of each year on a prorated basis.

## **ARTICLE 24**

### **UNIFORMS**

- A. The Authority/CMCMUA will continue to supply uniforms as it currently does.
- B. In addition, the Authority/CMCMUA shall supply safety shoes to all employees except weighmasters. The type of shoes shall be as determined by the Authority/CMCMUA.
- C. Employees shall wear the shoes and uniforms provided at all times while on duty; failure to do so may subject the employee to disciplinary action.
- D. Uniforms and shoes will be kept in good condition by the employees; damaged or worn out uniforms will be replaced by the Authority/CMCMUA when, in its discretion, it deems such replacement necessary.

**ARTICLE 25**

**RELEASE TIME FOR UNION BUSINESS**

- A. Union officers shall be provided up to ten (10) days per year to attend seminars, training sessions and such other legitimate activities on behalf of the Union as may be required.
- B. Time referred to in Paragraph A is release time only, and shall not be paid for by the Authority/CMCMUA.
- C. The time referred to in Paragraph A is the total aggregate time for all Union officers.
- D. In all cases, two (2) weeks' advance notice to the Authority/CMCMUA shall be required before any release time is granted.



## ARTICLE 26

### SAFETY AND HEALTH

- A. The Authority/CMCMUA agrees to make reasonable provisions for the safety and health of employees.
- B. An employee shall have the right to notify his Supervisor of all hazardous safety conditions, and complaints of unsafe or unhealthful conditions shall be promptly investigated and corrections promptly initiated by Authority/CMCMUA.
- C. Union officials shall be granted access to the Authority/CMCMUA's work sites during regular business hours upon advance notice to the Chief of Operations and Maintenance or Assistant Solid Waste Manager, Operations and Maintenance, in order to investigate complaints of unsafe or unhealthful conditions. A representative of the Authority/CMCMUA may accompany the official while on the premises. Operations shall not be disturbed by such visits.
- D. A Labor/Management Safety Committee shall be established and shall meet at mutually scheduled times to discuss problems of unsafe or unhealthful conditions within established guidelines. The committee shall consist of up to two (2) representatives from management and up to two (2) representatives from the Union.

## **ARTICLE 27**

### **REPORTING ACCIDENTS**

- A. Any employee involved in an accident (personal injury or property) shall immediately report said accident and any physical injuries sustained to the facility supervisor.
- B. When required by the Authority/CMCMUA the employee, preferably before going off duty but no later than the start of the next shift, shall make out an accident report in writing, on Authority/CMCMUA time, on forms furnished by the Authority/CMCMUA, and shall turn in all available names and addresses of witnesses to the accident.

## ARTICLE 28

### SEVERABILITY

If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be declared invalid by a court of law or administrative agency of competent jurisdiction for any reason whatsoever, such decision shall not affect the remaining portions of this Agreement which shall remain in full force and effect; and to this end the provisions of this Agreement are hereby declared to be severable.

**ARTICLE 29**

**SUBCONTRACTING**

- A. The Authority/CMCMUA agrees to meet with the Union to discuss all incidences of contracting or subcontracting whenever it becomes apparent that a layoff or job displacement will result.
- B. If, during the term of this Agreement, the Authority/CMCMUA contracts out or subcontracts work currently being performed by employees covered by this Agreement and such action results in layoff, the Authority/CMCMUA will attempt to place such employees in alternative locations within their job titles, or any other positions available, for which they are qualified, prior to layoff.

**ARTICLE 30**

**WORK-CONNECTED INJURIES**

- A. In the event an employee suffers a work-connected injury, the employee's sole compensation shall be Workers' Compensation benefits. The employee may supplement Workers' Compensation benefits through available sick leave only. Once available sick leave is used up, the employee shall receive Workers' Compensation payments only.
- B. The Authority/CMCMUA will pay for the first day of a Workers' Compensation injury.

**ARTICLE 31**

**PRINTING OF AGREEMENT**

- A. The Authority/CMCMUA will reproduce this Agreement as soon as reasonably possible after signing, in sufficient quantities so that each employee in the bargaining unit may receive a copy, plus additional reserve copies for distribution to new employees hired during the time of this Agreement.
- B. It is also agreed that the Authority/CMCMUA may place as part of the Agreement a listing of benefits and costs provided to the employees by the Authority/CMCMUA.

## ARTICLE 32

### TRAVEL REIMBURSEMENT

- A. If an employee is required and authorized to utilize his own vehicle in lieu of an Authority/CMCMUA vehicle to conduct Authority/CMCMUA business, he shall be reimbursed at the rate of twenty-five cents (.25¢) per mile.
- B. Reimbursement will be made pursuant to the Authority/CMCMUA's normal procedures after submission of appropriate forms to the employee's supervisor.

**ARTICLE 33**

**PERSONAL LEAVE DAY**

- A. All employees will be entitled to one (1) personal leave day off per year.
- B. Unused personal leave days may not accumulate from year to year.
- C. Personal leave days may be used on the day before or after a holiday.
- D. Employees shall provide one week's notice to their supervisor; if possible, two weeks' notice will be provided.
- E. The personal leave day earned for the last quarter of the year under the perfect attendance provision of the Sick Leave Article will be allowed to be carried forward to the following year.



## ARTICLE 34

### LABOR/MANAGEMENT COMMITTEES

- A. The Union and the Authority/CMCMUA both recognize that the Solid Waste Program and the Wastewater Treatment Program provide essential public services to the residents of Cape May County, and these services can best be provided when a spirit of mutual cooperation and understanding exists between employees and supervisors at each of the Authority/CMCMUA's facilities.
- B. Therefore, both parties agree to create Labor/Management Committees to assist in reaching solutions to problems affecting each party and to foster improved attitudes and interpersonal relations between employees and supervisors. The Solid Waste Labor/Management Committee shall consist of not more than two (2) representatives of each party, and the Wastewater Labor/Management Committee shall consist of not more than three (3) representatives of each party; both committees shall meet periodically, but not less than once in each three (3) month period, for the purpose of discussing issues which relate to employee work performance and employee morale. One of the quarterly meetings each year shall be a joint meeting with the Solid Waste and Wastewater Committees.
- C. Subject matter which the Labor/Management Committees might consider include, but are not limited to: quality of employee work; improved productivity; quality of work environment; scheduling and

reporting times; cost containment and cost reduction controls; absenteeism and overtime; and potential grievances.

D. The Labor/Management Committees shall have no authority to add to, detract from or change the terms of this Agreement and shall take no action which interferes with Management Rights as enumerated in Article 5 of this Agreement.

## ARTICLE 35

### COMPENSATION

- A. Effective retroactively to January 1, 1996, or to the date of hire, whichever is later, all members of the bargaining unit who are employed as of the date hereof shall receive an increase in base hourly rates of 2.5 percent, as illustrated in the attached "Schedule A".
- B. Effective May 6, 1996, "Schedule A" shall be adjusted by adding one step at the beginning of the schedule, so that there will be a nine (9) step increment schedule as illustrated in the attached "Schedule B".
- C. Effective January 1, 1997, all members of the bargaining unit shall receive an additional increase in base hourly rates of 3.0 percent, as illustrated in the attached "Schedule C".
- D. Effective January 1, 1998, all members of the bargaining unit shall receive an additional increase in base hourly rates of 3.0 percent, as illustrated in the attached "Schedule D".
- E. In addition to the above compensation, employees who are not at the maximum step of their grade shall receive an increment on their anniversary date, provided they receive "satisfactory" evaluations. If an employee receives an "unsatisfactory" evaluation, his increment may be withheld by the Authority/CMCMUA. In such event, the employee will be reevaluated within three (3) months. If the employee receives a "satisfactory" evaluation at that time, he will receive his increment at that time. It is specifically understood, however, that no grievance can

be filed regarding evaluations unless and until the reevaluation is "unsatisfactory".

F. In the event an employee is promoted and his total pay increase is less than two (2) increments of the range from which the employee is advanced, the employee will retain his anniversary date. When, however, the total amount of pay increase is equal to or greater than two (2) increments of the range from which the employee is advanced, the employee shall be assigned a new anniversary date on the basis of the effective date of the promotional increase.

G. The salary schedules for the duration of this Contract only are attached hereto as "Schedules A, B, C, and D".

It is specifically understood that base hourly rates and overtime are the only part of this Contract which are retroactive.

## 1996 PAY SCHEDULE FOR BARGAINING UNIT EMPLOYEES

GRADE	MINIMUM	1	2	3	4	5	6	7	8
1	15,412	16,183	16,991	17,841	18,733	19,670	20,654	21,687	22,229
2	16,230	17,042	17,893	18,788	19,728	20,714	21,749	22,837	23,408
3	16,967	17,816	18,706	19,642	20,624	21,655	22,738	23,874	24,471
4	17,705	18,590	19,520	20,496	21,521	22,597	23,727	24,913	25,536
5	18,496	19,421	20,391	21,411	22,481	23,606	24,787	26,026	26,677
6	18,591	19,521	20,497	21,522	22,598	23,728	24,914	26,159	26,813
7	19,339	20,305	21,321	22,387	23,506	24,682	25,916	27,212	27,892
8	19,698	20,683	21,718	22,803	23,943	25,140	26,397	27,717	28,410
9	20,682	21,717	22,802	23,942	25,139	26,396	27,716	29,102	29,830
10	21,714	22,799	23,939	25,136	26,393	27,712	29,098	30,552	31,316
11	22,800	23,940	25,136	26,393	27,712	29,098	30,556	32,085	32,887
12	23,610	24,791	26,030	27,332	28,698	30,133	31,640	33,221	34,052
13	24,553	25,781	27,070	28,424	29,846	31,338	32,906	34,551	35,415
14	25,536	26,813	28,154	29,561	31,039	32,591	34,221	35,931	36,829
15	26,557	27,884	29,277	30,741	32,278	33,893	35,587	37,366	38,300
16	26,853	28,196	29,605	31,085	32,639	34,271	35,985	37,784	38,729
17	27,587	28,967	30,415	31,936	33,533	35,210	36,971	38,819	39,789
18	28,070	29,473	30,947	32,495	34,119	35,825	37,616	39,497	40,484
19	29,193	30,653	32,185	33,794	35,484	37,259	39,122	41,078	42,105
20	30,122	31,627	33,209	34,869	36,613	38,444	40,366	42,384	43,444
21	31,158	32,716	34,352	36,070	37,874	39,768	41,756	43,844	44,940

## 1996 PAY SCHEDULE FOR BARGAINING UNIT EMPLOYEES

GRADE	MINIMUM	1	2	3	4	5	6	7	8	9
1	14,678	15,412	16,183	16,991	17,841	18,733	19,670	20,654	21,687	22,229
2	15,457	16,230	17,042	17,893	18,788	19,728	20,714	21,749	22,837	23,408
3	16,159	16,967	17,816	18,706	19,642	20,624	21,655	22,738	23,874	24,471
4	16,862	17,705	18,590	19,520	20,496	21,521	22,597	23,727	24,913	25,536
5	17,615	18,496	19,421	20,391	21,411	22,481	23,606	24,787	26,026	26,677
6	17,706	18,591	19,521	20,497	21,522	22,598	23,728	24,914	26,159	26,813
7	18,418	19,339	20,305	21,321	22,387	23,506	24,682	25,916	27,212	27,892
8	18,760	19,698	20,683	21,718	22,803	23,943	25,140	26,397	27,717	28,410
9	19,697	20,682	21,717	22,802	23,942	25,139	26,396	27,716	29,102	29,830
10	20,680	21,714	22,799	23,939	25,136	26,393	27,712	29,098	30,552	31,316
11	21,714	22,800	23,940	25,136	26,393	27,712	29,098	30,556	32,085	32,887
12	22,486	23,610	24,791	26,030	27,332	28,698	30,133	31,640	33,221	34,052
13	23,384	24,553	25,781	27,070	28,424	29,846	31,338	32,906	34,551	35,415
14	24,320	25,536	26,813	28,154	29,561	31,039	32,591	34,221	35,931	36,829
15	25,292	26,557	27,884	29,277	30,741	32,278	33,893	35,587	37,366	38,300
16	25,574	26,853	28,196	29,605	31,085	32,639	34,271	35,985	37,784	38,729
17	26,273	27,587	28,967	30,415	31,936	33,533	35,210	36,971	38,819	39,789
18	26,733	28,070	29,473	30,947	32,495	34,119	35,825	37,616	39,497	40,484
19	27,803	29,193	30,653	32,185	33,794	35,484	37,259	39,122	41,078	42,105
20	28,688	30,122	31,627	33,209	34,869	36,613	38,444	40,366	42,384	43,444
21	29,674	31,158	32,716	34,352	36,070	37,874	39,768	41,756	43,844	44,940

## 1997 PAY SCHEDULE FOR BARGAINING UNIT EMPLOYEES

GRADE	MINIMUM	1	2	3	4	5	6	7	8	9
1	15,118	15,874	16,668	17,501	18,376	19,295	20,260	21,274	22,338	22,896
2	15,921	16,717	17,553	18,430	19,352	20,320	21,335	22,401	23,522	24,110
3	16,644	17,476	18,350	19,267	20,231	21,243	22,305	23,420	24,590	25,205
4	17,368	18,236	19,148	20,106	21,111	22,167	23,275	24,439	25,660	26,302
5	18,143	19,051	20,003	21,002	22,053	23,155	24,314	25,531	26,807	27,477
6	18,237	19,149	20,107	21,112	22,168	23,276	24,440	25,661	26,944	27,617
7	18,971	19,919	20,914	21,961	23,059	24,211	25,422	26,693	28,028	28,729
8	19,323	20,289	21,303	22,370	23,487	24,661	25,894	27,189	28,549	29,262
9	20,288	21,302	22,369	23,486	24,660	25,893	27,188	28,547	29,975	30,725
10	21,300	22,365	23,483	24,657	25,890	27,185	28,543	29,971	31,469	32,255
11	22,365	23,484	24,658	25,890	27,185	28,543	29,971	31,473	33,048	33,874
12	23,161	24,318	25,535	26,811	28,152	29,559	31,037	32,589	34,218	35,074
13	24,086	25,290	26,554	27,882	29,277	30,741	32,278	33,893	35,588	36,477
14	25,050	26,302	27,617	28,999	30,448	31,970	33,569	35,248	37,009	37,934
15	26,051	27,354	28,721	30,155	31,663	33,246	34,910	36,655	38,487	39,449
16	26,341	27,659	29,042	30,493	32,018	33,618	35,299	37,065	38,918	39,891
17	27,061	28,415	29,836	31,327	32,894	34,539	36,266	38,080	39,984	40,983
18	27,535	28,912	30,357	31,875	33,470	35,143	36,900	38,744	40,682	41,699
19	28,637	30,069	31,573	33,151	34,808	36,549	38,377	40,296	42,310	43,368
20	29,549	31,026	32,576	34,205	35,915	37,711	39,597	41,577	43,656	44,747
21	30,564	32,093	33,697	35,383	37,152	39,010	40,961	43,009	45,159	46,288

## 1998 PAY SCHEDULE FOR BARGAINING UNIT EMPLOYEES

GRADE	MINIMUM	1	2	3	4	5	6	7	8	9
1	15,572	16,350	17,168	18,026	18,927	19,874	20,868	21,912	23,008	23,583
2	16,399	17,219	18,080	18,983	19,933	20,930	21,975	23,073	24,228	24,833
3	17,143	18,000	18,901	19,845	20,838	21,880	22,974	24,127	25,328	25,961
4	17,889	18,783	19,722	20,709	21,744	22,832	23,973	25,172	26,430	27,091
5	18,687	19,623	20,603	21,632	22,715	23,850	25,043	26,297	27,611	28,301
6	18,784	19,723	20,710	21,745	22,833	23,974	25,173	26,431	27,752	28,446
7	19,540	20,517	21,541	22,620	23,751	24,937	26,185	27,494	28,869	29,591
8	19,903	20,898	21,942	23,041	24,192	25,401	26,671	28,005	29,405	30,140
9	20,897	21,941	23,040	24,191	25,400	26,670	28,004	29,403	30,874	31,647
10	21,939	23,036	24,187	25,397	26,667	28,001	29,399	30,870	32,413	33,223
11	23,036	24,189	25,398	26,667	28,001	29,399	30,870	32,417	34,039	34,890
12	23,856	25,048	26,301	27,615	28,997	30,446	31,968	3,356	35,245	36,126
13	24,809	26,049	27,351	28,718	30,155	31,663	33,246	34,910	36,656	37,571
14	25,802	27,091	28,446	29,869	31,361	32,929	34,576	36,305	38,119	39,072
15	26,833	28,175	29,583	31,060	32,613	34,243	35,957	37,755	39,642	40,632
16	27,131	28,489	29,913	31,408	32,979	34,627	36,358	38,177	40,086	41,088
17	27,873	29,267	30,731	32,267	33,881	35,575	37,354	39,222	41,184	42,212
18	28,361	29,779	31,268	32,831	34,474	36,197	38,007	39,906	41,902	42,950
19	29,496	30,971	32,520	34,146	35,852	37,645	39,528	41,505	43,579	44,669
20	30,435	31,957	33,553	35,231	36,992	38,842	40,785	42,824	44,966	46,089
21	31,481	33,056	34,708	36,444	38,267	40,180	42,190	44,299	46,514	47,677



ARTICLE 36


TERMINATION

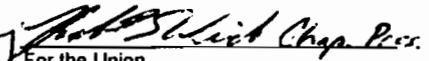
This Agreement shall be in full force and effect as of the date hereof and shall remain in effect to and including December 31, 1998 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred-fifty (150) nor no 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 this 6<sup>th</sup> day of May, 1996.

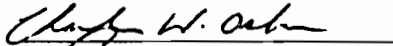
THE CAPE MAY COUNTY MUNICIPAL  
UTILITIES AUTHORITY (CAPE MAY  
COUNTY, NEW JERSEY)

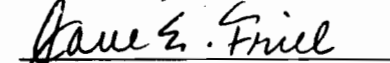
LOCAL 195, INTERNATIONAL  
FEDERATION OF PROFESSIONAL  
AND TECHNICAL ENGINEERS  
AFUCIO

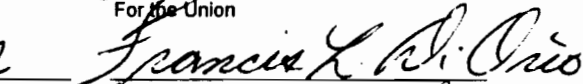
  
\_\_\_\_\_  
For the Authority/CMCMUA

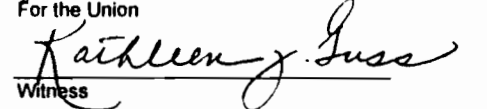
  
\_\_\_\_\_  
For the Union

  
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For the Authority/CMCMUA

  
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For the Union

  
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Witness

  
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For the Union

  
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Witness

