CONTRACT AGREEMENT BETWEEN THE



HAMILTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

AND



GOVERNMENT WORKERS UNION

September 1, 2022 - August 31, 2025

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ARTICLE 1 - PARTIES, PURPOSE, CONSIDERATIONS

- 1) THIS AGREEMENT is entered into as the __ day of _____ 2022, between Hamilton Township Municipal Utilities Authority (hereinafter referred to as the "AUTHORITY") and GOVERNMENT WORKERS UNION of Hammonton, New Jersey (hereinafter referred to as the "UNION")
- 2) WHEREAS, the parties hereto desire to establish the standards and hours of labor, rates of pay, and other conditions under which the employees classified herein shall work for the AUTHORITY during the life of this Agreement and thereby promote a relationship between the parties hereto providing for more harmonious cooperation and mutual benefits.
- 3) NOW, THEREFORE, in consideration of the performance in good faith by both parties, individually and collectively, of the terms and conditions of this Agreement, and intending to be legally bound thereby, the parties agree to and with each other as follows:

ARTICLE 2 - UNION RECOGNITION

The AUTHORITY recognizes the UNION as the sole and exclusive collective bargaining representative for the employees employed by the Authority in the classification set forth in the certification, who choose membership in the Union.

ARTICLE 3 - NO DISCRIMINATION

The parties hereto agree that neither party shall unjustly discriminate against any employee because of their membership or non-membership in the UNION or their participation in activities hereby prescribed or discriminate against any member of the UNION for any action involving their duties on behalf of the Authority, or against any protected class.

ARTICLE 4 - MAINTENANCE OF STANDARDS

The AUTHORITY agrees not to enter into any other Agreement or Contract, written or oral, with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 5 - DUES DEDUCTION AND AGENCY SHOP

- The Authority agrees to deduct union dues and assessments from the earnings of employees who choose membership in the Union. Choice of membership shall be indicated by a signed Authorization for Membership and Dues Deduction Form, provided to the Authority.
- 2) The amount of the deduction shall be provided to the Authority, in writing, by the Union. Any change in deduction shall be provided, in writing, at least thirty (30) calendar days prior to its effective date.
- 3) The Union shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Authority to take any other action other than to hold the fee in escrow pending resolution of the appeal.
- 4) 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 Township in reliance upon salary deduction authorization cards 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.

ARTICLE 6 - PROTECTION OF RIGHTS

1) There shall be no strike or lockouts during the term of this Agreement. The UNION will not engage in, encourage, or sanction strikes, slowdowns, absenteeism, or other interference with the normal operation of the Authority.

ARTICLE 7 - UNION VISITATIONS

1) Upon reasonable notice to the Authority and during regular business hours the Business Agent of the Union, their designated representatives or the local representative, shall have the right to examine time sheets and other records pertaining to the computation of compensation or fringe benefits of any individual whose pay is in dispute.

ARTICLE 8 - UNION REPRESENTATIVES

- 1) The AUTHORITY recognizes the right of the UNION to designate a Local Representative and alternate. The alternate will act only in the absence of the Local Representative and in accordance with present practice.
- 2) The authority of the local representative and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
- A) The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Ordinance.
- B) The collection of dues when authorized by appropriate Union action.
- C) The transmission of such messages and information which shall originate with, and are authorized by the Union, or its officers, provided such messages and information have been reduced to writing or if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interferences with Authority's business.
- D) Local representatives and alternates have no authority to take strike action, or any other action interrupting the Authority's business.
- 3) The AUTHORITY recognizes the limitations upon the local representatives and their alternates, and shall not hold the Union liable for any unauthorized acts. The AUTHORITY in so recognizing such limitations shall have the right to impose proper discipline, including discharge, in the event the local representative has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement.
- 4) Stewards shall be permitted reasonable time to investigate, present, and process grievances on the property and off the property, with permission of the Authority, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime, if the steward and employee are scheduled for work during that time.

ARTICLE 9 - NON-UNION PERSONNEL

No non-union personnel shall perform the duties done ordinarily by employees in the bargaining unit; except for the designated NJDEP Licensed Operator for the Authority's water and wastewater systems.

ARTICLE 10 - HIRING EMPLOYEES

- 1) Whenever a vacancy exists for an employment position within the bargaining unit, the AUTHORITY shall provide written notice to the UNION.
- 2) Temporary employees are permitted to be hired by the Authority for periods of no more than 90 days in duration. If a temporary employee is to be hired, the Authority shall place the Union on Notice. Temporary employees will not be utilized to avoid filling a vacant permanent employment position and are only to be utilized on an as needed basis by the Authority. The 90-day time period shall be calculated on a calendar basis. It is further agreed that the Authority can extend a 90-day temporary employment position for an additional 30 days with the approval of the Union. In the event that a temporary employee is to be hired by the Authority for a permanent position, the time spent by that employee in the temporary position will be counted toward the 365-day probationary period.
- 3) Temporary employees may be terminated at any time during the temporary work period.
 - 4) Probationary Employees
 - A) A newly hired employee shall be on probation for a period of three hundred and sixty-five (365) days. A newly hired probationary employee may be terminated at any time during the probationary period. Such termination shall be final and binding, and not subject to the procedures in Article 14 and 15.
 - B) A rehired employee shall be on probation for a period of ninety (90) days and may be terminated at any time during the probationary period.
 - C) Employees promoted from Laborer to Water / Sewer Worker or from Water / Sewer Worker to full time Foreman shall be on probation for a period of six months. At the end of a successful six-month probationary period, the employee shall be considered promoted to that position. If the probationary employee is unsuccessful in completing the six-month probationary period, the employee shall revert to their previous position.
- 5) On the fifteenth (15th) day of each month, the Authority's payroll office shall furnish the Union a written list of all new employees employed during the previous month, as well as any employees retained during the said month after their probationary period.

ARTICLE 11 - LAYOFF NOTICE

- 1) The AUTHORITY may lay off any employee for purpose of efficiency or economy or other valid reason requiring a reduction of the number of employees.
- 2) Employees and the Union will be given a forty-five (45) day notice prior to any such layoff.
- 3) **PREREQUISITE TO LAYOFF:** No permanent employee shall be laid off until all emergency, temporary, and provisional employees and all probationers who are serving their working test period are all separated; nor shall a permanent employee be laid off except in accordance with the procedure as prescribed in these rules. Whenever possible, such employee shall be demoted in lieu of layoff to some lesser position.
 - 4) Layoff or demotion, for all other employees, shall be in the order

of seniority. In each instance a determining factor shall be the ability and necessary qualifications to perform the particular job.

5) **NOTICE OF LAYOFF OR DEMOTION:** No employee shall be laid off or demoted in lieu of layoff until the employee and the Union have been given notice in writing, personally or by certified mail, of the date upon which they will be laid off or demoted and the reasons for the action. A copy of such notice will be given to the Union. Such notice shall be served at least forty-five (45) days before the layoff or demotion becomes effective.

ARTICLE 12 - WORK SCHEDULE

1) **OPERATIONS**

- A) The work schedule shall consist of a forty-hour week, five (5) consecutive days, 7:00 a.m. to 3:30 p.m., typically Monday through Friday. One (1) employee shall always be "on call" from 3:30 p.m. to 7:00 a.m. the next morning, Monday through Sunday. Management may change the work schedule; however, said schedule will not be changed without prior notice to the Union.
- B) Employees shall be entitled to one (1) ten (10) minute rest period for every 4-hour working period.
- C) Each employee shall be entitled to one (1) thirty (30) minute unpaid lunch period. The lunch period shall normally be from Noon to 12:30 PM or as approved by an employee's Supervisor. No work shall be performed during the lunch period and it shall not be considered time worked.
- D) In an emergency situation(s) or in cases where a particular job requires immediate attention, Management may elect to change the normally scheduled times of the rest and lunch periods noted in B) and C) above.
 - E) Weekend and holiday duty shall be on a rotating basis.

2) WEEKEND DUTY

- A) The Authority's operations sector is on a seven (7) day work schedule.
- B) Saturday and Sunday obligation is scheduled on a rotating basis.
- C) When an employee is scheduled for regular Saturday and Sunday hours, the employee also retains "on call" emergency responsibility for said weekend.
- D) Emergency calls begin after regular weekend working hours on Saturday and Sunday until start time Monday morning.
- E) An employee scheduled to work the weekend will receive the following Thursday and Friday off without pay. A duty schedule for ninety (90) days will be posted, with a thirty (30) day notice prior to commencement. Employees may switch weekend assignments only with the written consent of Management.
- F) If an employee on weekend duty cannot work due to illness, injury or an emergency; Management will arrange the weekend schedule among the remaining employees according to seniority or forced in the reverse order of seniority.
- G) Management will provide a work assignment for those fulfilling their Saturday and Sunday obligation.

3) HOLIDAY DUTY

- A) Employee is "on call" from start time the day of the Holiday to start time the day after.
- B) Holiday Duty requires the performance of a regular eight (8) hour work period unless otherwise approved by the duty person's supervisor. If the regular work period is less than eight (8) hours, the employee shall only be paid for the

hours worked.

- C) Employee shall be responsible for any emergency call(s) within the regular work period. Emergency call(s) outside of the regular work period shall be handled as noted under Article 13, Sections 3 and 4.
- D) Holiday duty shall be based on seniority which shall rotate on an annual basis.

ARTICLE 13 - OVERTIME

- 1) All work actually performed in excess of the employee's regular forty (40) hours of work, in any one week, shall be at the overtime rate of one and one-half (1 1/2) times the rate for the job.
- 2) For all hours worked in excess of eight (8) hours in a day, an employee shall be paid at one and one-half $(1\ 1/2)$ times the rate for the job.
- 3) On all emergency call-outs, Monday starting at 12:01 AM through midnight Friday, the employee will be guaranteed two hours per call-out up until Operations normal starting time. If an employee is called out within one (1) hour of the normal starting time, the employee will contact the Supervisor prior to responding to an emergency call-out. If an employee is called out additional times within the same two (2) hour period, no additional time shall be paid to the employee until the original two (2) hour period has expired.
- 4) On all emergency call-outs on Friday starting at 3:31 1 PM through 6:59 AM Monday, the employee will be guaranteed four (4) hours per call-out up until the employee's normal starting time. If an employee is called out within one (1) hour of the normal starting time, the employee will contact the Supervisor prior to responding to an emergency call-out. If an employee is called out additional times within the same four (4) hour period, then no additional time shall be paid to the employee until the original four (4) hour period has expired.
- 5) For all hours worked on a Holiday, an employee shall be paid at the rate of two (2) times the rate for the job, in addition to the holiday pay.
- 6) Employees on call shall receive an additional \$42.00 for each day on call for 2022-2023; \$42.50 for 2023-2024 and \$43.00 for 2024-2025.
- 7) Due to the nature of services rendered, advance notice of overtime is often impossible. All overtime will be scheduled by Management. Overtime shall be offered on a rotating basis by seniority or forced in a rotating basis in the reverse order of seniority.
- 8) During prolonged periods of overtime, employees shall be granted one (1) ten-minute paid rest period after the first two (2) hours of overtime, one thirty (30) minute paid rest period following four (4) consecutive hours of overtime and one (1) additional ten (10) minute paid rest period following six (6) consecutive hours of overtime provided the employee is required to continue working after each rest period.

ARTICLE 14 - DISCIPLINE

1) A. There shall be no discipline or discharge except for just cause; provided that, probationary and temporary employees, as defined in Article 10, may be terminated at any time without cause. Such termination shall be final and

binding, and not subject to the procedures in this Article and Article 15.

- B. Other than oral reprimands, the employee shall be furnished with a written copy of any disciplinary action taken, with reasons therefore. Copies of all disciplinary notices shall be given in the presence of the Union Representative and a copy mailed to the Union. The Union Representative shall be present for all oral reprimands.
- C. The employee shall sign for the complaint against said employee as an acknowledgment of receipt, which signature shall not be deemed an admission of quilt or liability.
- D. The parties hereto recognize the concept of progressive discipline subject to the terms and conditions of this Article. Discipline may include any or all of the following:
 - 1. Oral reprimand
 - 2. Written reprimand
 - 3. Subject to Suspension without pay
 - 4. Subject to termination
- E. The Authority may utilize any or all of the above types of discipline depending on the severity and/or the repetitive nature of the conduct to be disciplined.
- F. Employees shall receive an employee interview with the employee Supervisor and Local representative whenever disciplined. Except for oral reprimands, the type and results of the interview, along with any employee response, shall be placed in the employee personnel file.
- The AUTHORITY shall not discharge any employee until the case has been discussed with the Business Agent in person, except where the provisions of this Article provide for immediate discharge. A representative of the Union must be in personal contact with the Authority within twenty-four (24) hours after receipt of notice by telephone communication of the proposed discharge or suspension, which telephone communication must be placed to the Union during working hours from Monday to Friday inclusive. If there is no response by the Union representative within the twenty-four (24) hour period, the Authority may take appropriate action subject to appeal through the grievance procedure. Discharge must be for just cause after written notice to the employee and the Any employee may request that the UNION investigate their discharge, suspension, or warning notice. Before a discharge or suspension, the Authority must first have given at least one (1) written warning notice of the complaint against such employee to the employee, with a copy to the steward and the UNION. No warning notice needs to be given to an employee before they are discharged or suspended if the cause of such action is:
- A. Any strike or work stoppage in violation of the law or the terms of this Agreement.
- B. Possession of alcohol or illegal drugs, taking illegal drugs and/or alcohol while on duty, being under the influence of alcohol and/or illegal drugs, or disorderly conduct involving the use of alcohol and/or illegal drugs while on duty (duty shall include lunch time)
 - C. Proven theft or dishonesty
 - D. Falsifying employee time records through use of the time clock or any

other false or fraudulent act involving the Authority.

- E. Assault on any officer or employee or other representative of the Authority during working hours or related to Authority business.
 - F. Failure to obey a direct order of Management.
 - G. Proven intentional destruction of Authority property.
- H. Loss of driving privileges as outlined in the Authority's Driver's License Policy.

The warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of said warning notice.

- 3) Upon discharge or resignation, the AUTHORITY shall pay all money due to the employee on the pay day of Authority following the discharge or resignation.
- 4) If an employee is suspended as provided for in this Article, pending final disposition of said suspension, the AUTHORITY shall continue to make the required contribution for health benefits.

ARTICLE 15 - GRIEVANCE PROCEDURE

1) All grievances or disputes may be handled in the manner provided by this Article. The Union Representative and/or Business Agent may raise the occurrence or knowledge of the occurrence of any potential grievance or dispute with the Superintendent and attempt to reach a satisfactory solution.

STEP 1: If no solution can be reached in the informal grievance procedure with the Supervisor and the Union Representative and/or Business Agent, the aggrieved employee may put the grievance or dispute in writing within ten (10) days of the occurrence or knowledge of the occurrence and the Union Representative and/or the Business Agent will submit the written grievance to the Executive Director and the Union. The Business Agent of the Union and the Executive Director shall meet in an attempt to reach a satisfactory resolution. The Executive Director will give a written answer within three (3) business days of the grievance meeting.

presented in writing to the Chairman of the Authority, or designee, within ten (10) business days of the receipt of the written decision rendered in STEP 1. The Chairman of the Authority, or designee, shall meet with the Union within five (5) business days of receipt of the grievance. The Chairman of the Authority, or designee, shall give their decision in writing within five (5) business days of the date of the said grievance meeting.

presented in writing to the entire Board of the Authority within ten (10) business days of the receipt of the written decision rendered in STEP 2. The Board of the Authority shall meet with the Union at its next regularly scheduled meeting, but no earlier than five (5) business days of receipt of the grievance provided that adequate public notice may be given. The Board of the Authority shall give their decision in writing within five (5) business days of the date of the said grievance meeting.

STEP 4: If the grievance is not settled in STEP 3, the Union, within fifteen (15) business days of receipt of the written decision rendered in STEP 3, may submit the grievance to an Arbitrator from PERS who is mutually agreeable to both parties. The fee of the Arbitrator shall be borne equally by the Authority and the Union.

- 2) A grievance may be filed by the Union at its own instigation or at the request of any employee covered under this Agreement instead of any individual employee.
- 3) The AUTHORITY will not implement any change in the operation which adversely affects the wages, hours, or working conditions of its employees, except in cases of emergencies, without first discussing the matter thoroughly at a meeting with the Business Agent of the UNION. If the UNION objects to such changes in the operation it may, in its discretion, take the matter through the grievance procedure set forth above and the New Jersey Public Employees Relations Commission (PERC).

Nothing herein shall prevent the parties from mutually agreeing to extend the time limits providing for processing the grievance at any step in the grievance procedure.

ARTICLE 16 - SENIORITY

- 1) Seniority is defined as an employee's total length of service with the Authority.
- 2) If a question arises concerning two or more employees who are hired on the same date the following shall apply:
 - A. 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 by flipping a coin.
- 3) The AUTHORITY shall maintain an accurate, up to date seniority roster showing each employee's date of hire, classification and pay rate, and shall furnish copies of same to a representative of the Union once a year in January, unless otherwise requested in writing by the Union.
- 4) In cases of promotions (temporary or permanent), demotions, layoffs, recalls, vacation schedules and other situations where substantial employee advantages are concerned, an employee with the greatest amount of seniority shall be given preference provided they have the ability to perform the work involved in those cases where it is applicable.
- 5) When it becomes necessary to lay off employees, the AUTHORITY will notify the local representative and the UNION of the names of the employees to be laid off per Article 11, Item 2. The Union and Local Representative shall have two (2) business days to check the seniority list and to consult with management when there appears to be a reason to disagree with the selection of employees to be laid off.
 - 6) Seniority shall terminate:
 - A) When an employee is discharged;
 - B) When an employee voluntarily quits their employment;
 - C) At the end of twelve (12) months after an employee is laid off for lack of work;
 - D) Any employee laid off for lack of work, who, within fourteen (14) days does not report for work to their own department after being notified in writing, mailed to their last known address to report,

- will be considered as having terminated their employment.
- When an employee does not return to work on or before the expiration date of their authorized leave of absence.
- An employee may hold only one (1) regular and one (1) temporary job at the same time.
- Employees laid off for lack of work, when called back to work, shall be re-employed in the unit in order of their seniority and in accordance with seniority provisions set forth herein.
- Any employee that has been laid off, resigned, quit, or been discharged shall receive vacation pay up to the date of such action pro rata for that year.
- Continuous service shall not be broken by layoffs caused by lack of business, as long as seniority is maintained.

ARTICLE 17 - TRANSFER RATES

An employee, in Grade II, III or IV temporarily transferred to the Foreman's position will receive the Foreman's supplemental rate in additional compensation to that of the employee's base pay from the date and hour of the temporary transfer provided the employee has all three of the following NJDEP operator licenses: C1, T1 and W1 (or greater).

ARTICLE 18 - QUALIFICATIONS FOR HOLIDAYS

- Holidays that fall on a Sunday shall be celebrated on the following Monday. Holidays that fall on a Saturday shall be celebrated on the preceding Friday.
- Holidays which fall within an employee's vacation period shall be credited as a Holiday and the employee's vacation period shall not be charged for a vacation day.
- The rate of pay for a Holiday shall be at the employee's normal rate of pay.

ARTICLE 19 - HOLIDAYS

All full time employees will be entitled to receive eight (8) hours pay at the straight time rate for the following days:

New Year's Day

Martin Luther King Day

Presidents Day

Good Friday

Memorial Day

Independence Day

Juneteenth

Veterans Day

Labor Day

Christmas Day

Thanksgiving Day

Employees hired before September 1, 2014 will be entitled to receive eight (8) hours pay at the straight time rate for the following days;

Columbus Day

Election Day

Day after Thanksqiving Christmas Eve (4 hours only)

No employee shall be paid for a holiday when they are absent from their regular scheduled duty the day before or the day after a holiday, unless they are on scheduled leave or provide a medical certification.

ARTICLE 20 - PERSONAL LEAVE

- 1) Effective January 1, 2015 all full time employees shall be entitled to twenty-four (24) hours of personal leave per year for necessary and important reasons. Employees requesting personal leave shall inform their Supervisor no later than the start of the work day if advance notice cannot be provided. Said personal leave may not be accumulated or payable upon separation/termination. Approval shall not be unreasonably withheld.
 - 2) Personal leave shall be taken in a minimum of one (1) hour increments.
- 3) No more than sixteen (16) hours of personal leave shall be taken in the first three quarters of the calendar year.
- 4) No more than eight (8) hours of personal leave shall be taken in the last quarter of the calendar year (October through December).
- 5) Personal leave remaining at the end of the year shall be forfeited by the employee.

ARTICLE 21 - VACATIONS

- 1) Vacation leave shall accrue each month from the employee's date of employment for each year, with pay, according to the following length of employment.
- 2) January 1st of each year the full amount of vacation leave shall be allotted as follows:

1-5 years	96	hours
6-10 years	120	hours
11-20 years	144	hours
> 20 years	168	hours

An employee hired prior to September 1, 2014 shall be allotted vacation leave as follows:

1-5 years	96	hours
6-10 years	144	hours
11-20 years	160	hours
> 20 years	200	hours

- 3) Employees wishing to take vacation leave of forty (40) hours or more shall be scheduled by seniority and employees are required to notify their Supervisor by April 30th of each calendar year. Employees wishing to take vacation in leave of less than forty (40) hours shall be required to notify their Supervisor five (5) days prior to taking such vacation leave. After April 30th, vacation leave shall be granted on a first request basis, regardless of seniority, except in cases where the same leave is requested on the same day, then seniority shall govern.
- 4) Employees shall be allowed to carry forty (40) hours of vacation leave into the following year. Carry over vacation leave must be taken by December 31st of the following year.
- 5) In November of each calendar year, an employee may request the Authority to buy back up to eighty (80) hours of vacation leave from an employee so long as the employee has at least forty (40) hours of vacation leave remaining or has utilized at least forty (40) hours of vacation leave during the prior ten (10) months. If eligible, the "bought back" vacation shall be paid in the first pay period of December.
 - 6) Any employee that has been laid off, resigned, quit, or been discharged

shall be paid for up to one year's allocation of accrued vacation leave up to the date of their termination. In the event of an employee's death, the employee's beneficiary shall be entitled to all of the employee's earned vacation leave.

- 7) Vacation leave may be paid prior to the employee going on vacation, as long as the employee takes a minimum of forty (40) hours vacation and provides at least two (2) weeks of notice to the Authority.
 - 8) Vacation leave will be paid at employee's normal rate of pay.
- 9) An employee, who commences work at the Authority after January 1 of each year, shall accumulate eight (8) hours vacation leave per month for the remainder of that year through December 31. For calculation purposes, an employee who was hired following the 15th day of each month will not be entitled to accrue vacation leave for that month. In addition, while an employee may accrue vacation leave during their probationary period, the employee will not be permitted to take said accrued vacation leave until the probationary time period has ended and the individual becomes a regular employee of the Authority.
- 10) Temporary employees, as defined in Article 10, are not entitled to vacation leave.
- 11) Vacation leave shall be taken in one (1) hour increments. Emergency circumstances requiring leave of less than one (1) hour may be taken in half (1/2) hour increments with the permission of the Supervisor.

ARTICLE 22 - SICK LEAVE

- 1) Sick leave shall be defined as the absence from duty of an employee because of personal illness, accident or exposure to contagious disease.
- 2) Sick leave may also be taken to attend to an employee's spouse, child, foster child, legal ward, parent or parent-in-law living in the employee's household who is ill and requires the presence of the employee. Sick leave taken to attend to a family member shall be documented in writing to the Executive Director or Administrator of the Authority.
- 3) Sick leave shall accrue for full time employees on the basis of eight (8) hours per month of employment from the date of their appointment as a regular employee. Sick leave can be accumulated from year to year. Sick leave shall be taken in one (1) hour increments.
- 4) In the event an employee is absent for twenty-four (24) consecutive working hours utilizing sick leave as defined hereinabove, the Authority shall require the submission of a doctor's certificate prior to the employee reporting back to work.
- 5) Any member who has exhausted their accumulated sick leave by reason of illness as proved to the satisfaction of the Authority Executive Director may be continued on the Authority medical, dental, and prescription programs under the Family Medical Leave Act.
- 6) An employee who does not expect to report to work on any working day because of personal illness or for any other reason set forth hereinabove, shall notify the Authority by telephone or personal messenger within one hour prior to the employee's starting time, except in emergency circumstances, but in no event later than the shift reporting time. Failure to do so can result in a loss pay for the period of absence and may be cause for disciplinary action.
 - 7) Upon an employee's retirement under PERS, total disability

under PERS or death; the Authority will pay said employee or their estate for the sick leave accumulated at the employee's final rate of pay, not to exceed \$5,000.00 contingent upon the employee having ten (10) years of consecutive service to the Authority. Accumulated sick leave is not payable upon any other separation or termination.

ARTICLE 23 - BEREAVEMENT LEAVE

- 1) In case of a death in the employee's family, the employee shall be granted time off without loss of pay not to exceed thirty-two (32) consecutive working hours, eight (8) of which shall be the day of the funeral, service or memorial. Employee's family shall be defined as: spouse, parents, parents-in-law, step parents, sisters, brothers, children, foster children, mother-in-Law, father-in-Law, grandparents, grandparents-in-law and grandchildren. In addition to the bereavement leave described above, an employee shall also be permitted to take up to an additional sixteen (16) hours of vacation or personal leave for the death of an employee's spouse, parent, parent-in-law, sibling, and child.
- 2) An employee shall be permitted to take up to eight (8) hours sick leave for the death of an aunt, uncle or cousin.
- 3) The employee must submit a death certificate or copy of a newspaper obituary notice as proof of such death to the Employer.

ARTICLE 24 - JURY OR WITNESS DUTY

- 1) Any regular full time employee who loses time from their job because of jury duty or as a subpoenaed witness in a court action, as certified by the Clerk of the Court, shall be paid by the AUTHORITY the difference between their daily base rate of pay (up to maximum of the eight (8) hours per day) and the daily jury fee, subject to the following conditions:
 - A. The employee must notify their Supervisor immediately upon receipt of a summons for jury service.
 - B. The employee has not voluntarily sought jury service.
 - C. The employee is not attending jury duty during vacation and/or other paid time off from Authority employment
 - D. The employee is not attending jury duty during an unpaid leave of absence, including an unpaid medical leave of absence.
 - E. The employee submits adequate proof of the time served on the jury and the amount received for such service.
- 2) If an employee is able to return to work the day of jury duty, the employee will be allowed to take their normal lunch period.
- 3) If the employee does not have to report to jury duty on any workday, they must thereafter report to work at the Authority. This day's work will not be counted as extra pay for that day. If the employee does not report to work, they shall lose that day's pay and may be subject to disciplinary actions.

ARTICLE 25 - BINDING FORCE

This Agreement and all its covenants herein contained shall inure to the benefits of and be binding upon both parties, their legal representatives, heirs, successors and assigns.

ARTICLE 26 - SUBCONTRACTING

The AUTHORITY agrees not to subcontract any of its operations, which would result in a layoff of an employee in the Collective Bargaining Agreement.

ARTICLE 27 - SEPARABILITY AND SAVINGS CLAUSE

- 1) If any article or section of the Agreement of any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 2) In the event that any article or section is held invalid or enforcement of or compliance with has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such article or section.
- 3) This provision of this Agreement shall be subject to and subordinated to and shall not annul or modify existing applicable provisions of state and local laws.

ARTICLE 28 - GENERAL CLAUSES

- 1) The AUTHORITY shall provide each employee with one (1) winter jacket and one (1) fall jacket. The winter and/or fall jacket(s) will be replaced on an as needed basis. Safety items such as, but not limited to, reflective traffic vests, glasses, gloves and hearing protection devices will be provided by the Authority at the Authority's expense.
- 2) All wearing apparel, tools and devices supplied by the Authority to the employee for the purpose of safety and health must be worn and/or utilized by the employees. Failure to utilize this equipment may subject the employee to disciplinary action by the Authority.
- 3) The Authority shall supply each employee with the following items at no expense to the employee:
 - Spring/Summer coverall
 - Fall/Winter coverall
 - Spring jacket
 - Winter jacket
- 4) The above noted items will be replaced by the Authority on an as needed basis after three-years. Employee will need to return replaced item to the Authority. Upon termination, resignation or retirement, the above noted items shall be returned to the Authority.
- 5) The Authority shall provide each employee up to two (2) pairs of work shoes per year upon authorization of the employee's supervisor.
 - a) The Authority shall setup a purchase order each year with a local vendor to allow an employee to select a pair of work shoes.
 - b) The employee has the option of purchasing an approved work shoe

from a different vendor and seeking reimbursement from the Authority after the fact.

- c) The cost of work shoes is limited to \$175.00 per pair up to \$350.00 per calendar year.
- 6) Safety items shall be worn and utilized as required. Non-compliance will result in disciplinary action and employees violating this policy shall be required to take corrective action or will be sent home without pay. Safety items such as, but not limited to, reflective traffic vests, glasses, gloves and hearing protection devices will be provided by the Authority at the Authority's expense.
- 7) All wearing apparel, tools and devices supplied by the Authority to the employee for the purpose of safety and health must be worn and/or utilized by the employees. Failure to utilize this equipment may subject the employee to disciplinary action by the Authority.
- 8) The above noted items will be replaced by the Authority on an as needed basis. Employee will need to return replaced item to the Authority. Upon termination, resignation or retirement, the above noted items shall be returned to the Authority.
- 9) All employees are required to wear approved pants/shorts/shirts/jackets/hats while on the clock.
- or Reserves of the Military or Naval Forces of the United States and is required to undergo field training, shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to annual vacation leave, provided the employee presents the official notice prior to the effective date of such leave.
- 7) <u>EDUCATIONAL ASSISTANCE:</u> The Authority shall prepay the cost of tuition, books and supplies for employees enrolling in courses related to the Authority's business and or needs. Courses are outlined in TABLE A. The employee shall first obtain the permission of the Executive Director or the employee's supervisor prior to enrolling in the course.
 - A) The employee shall provide the Authority with a "Certificate of Completion" or other proof that he or she satisfactorily completed the course.
 - B) In the event that an employee fails to satisfactorily complete the course, the employee shall reimburse the Authority for the costs expended. The employee may elect to have the Authority deduct the prepaid costs from the employee's paycheck over a two (2) year period. If the employee wishes to enroll in the same or different course, the employee will be required to pay for the cost of tuition, books and supplies. The Authority will reimburse the employee upon completion of the course, the submission of a "Certificate of Completion" and the submission of receipts.
 - C) Upon the successful completion of two (2) consecutive courses, the Authority will again prepay the cost of tuition, books and supplies for the employee's enrollment into a course required for Certification. Courses shall be taken, so as to not conflict with

- regular working schedules. An employee shall not be compensated for any time spent in taking courses or in study or preparation for course work.
- D) The Authority, upon the employee's completion of a course and the submission of a "Certificate of Completion", will increase the employee's hourly rate in accordance with the schedule outlined in TABLE A.
- E) If an employee were to resign from the Authority within One (1) year of taking the class, the employee shall be required to reimburse 100% of the cost to the Authority.
- F) An employee that earns an Associate's Degree in a major approved by the Authority, shall be awarded a one-time lump sum payment of \$75.00.
- G) An employee that earns a Bachelor's Degree in a major approved by the Authority, shall be awarded a one-time lump sum payment of \$275.00.

TABLE AVOCATIONAL PROGRAM CERTIFICATIONS

CLASSES	HOURS	Hourly
Basic Diesel Mechanics	36	25¢
Diesel Mechanics -Intermediate	36	35¢
Advanced Diesel Mechanic	36	35¢
Electricity I	78	60¢
 Electricity II	78	60¢
Commercial Wiring, Electrical Motors &	36	35¢
Basic Electronics I	52	40¢
Basic Electronics II	52	40
Digital Electronics	52	40¢
Plumbing I	72	40¢
Plumbing II	72	40¢
Basic Welding	36	30¢
HVAC I	Xx	60¢
HVAC II	xx	60¢

Table A is based on course offerings at the Atlantic County Institute of Technology. Course offerings shall be reviewed and verified periodically with the School and courses may be added or deleted based upon availability and discussions with the Union. Additional pay would commence upon successful completion of an approved course. The Executive Director, on a case-by-case basis, may consider alternate Education/Courses and/or Certifications.

12) NJDEP OPERATOR LICENSING

A. NJDEP CLASSES (Prerequisite Courses): The Authority shall prepay the cost of tuition, books and supplies for employees enrolling in the Introduction to Water & Wastewater, Advanced Water and Advanced Wastewater Collection Systems courses required by NJDEP as a prerequisite in order to obtain an Operator License (T, W or C licenses). An employee cannot take the Advanced Water or Wastewater Collection System course without first successfully completing the Introduction to Water & Wastewater course and receiving a Level 1 license in the applicable discipline (T or W for water related and C for collection system related).

The employee shall first obtain the permission of the Executive Director or their supervisor prior to enrolling in the course. The employee shall provide the Authority with a "Certificate of Completion" or other proof that the employee satisfactorily completed the course. If the employee fails to satisfactorily complete the course, the Executive Director, on a case-by-case basis, may elect to have the employee reimburse the Authority for the costs expended. If the Executive Director requires the employee to reimburse the Authority, the prepaid costs will be recouped over a two (2) year period from the employee's paycheck.

Courses shall be taken, so as to not conflict with regular working

schedules. An employee shall not be compensated for any time spent in taking courses, studying or preparing for course work. The employee, with the Executive Director's permission, shall be allowed the use of an Authority vehicle to travel to and from the course location.

- B. NJDEP OPERATOR EXAMS: The Authority shall compensate the employee up to six (6) hours for the time spent taking the first examination for a NJDEP T-1, T-2, T-3, W-1, W-2, W-3, C-1, C-2 and C-3 operator license(s) if the examinations are only offered during the regular workday. If the employee does not pass the examination on the first try, the employee may take vacation or personal leave to take a subsequent examination(s) for the particular license(s). If any of the NJDEP examinations are offered at night, the employee shall not be compensated for that time. The employee, with the Executive Director's permission, shall be allowed the use of an Authority vehicle to travel to and from the examination location during a first attempt.
- C. NJDEP OPERATOR LICENSE TCHs: The Authority will ensure employees having NJDEP operator licenses obtain the required NJDEP Technical Contact Hours (TCHs) to maintain their operator license(s).
- D. Upon receiving an applicable NJDEP operator license, the Authority will reimburse an employee for the cost of the initial application and licensing fee and the annual renewal fee.
- E. If an employee were to resign from the Authority within One (1) year of taking the licensed operator class, or receiving an NJDEP operator license(s), the employee shall be required to reimburse the Authority 100% of the costs incurred by the Authority policy.

ARTICLE 29 - BENEFITS

1) MEDICAL INSURANCE: The Authority shall provide medical insurance on behalf of its full-time regular employees through the State of New Jersey Health Benefits Plan (Plan) or equal. The EMPLOYEE shall pay his/her share of the medical insurance premiums as required by the State of New Jersey under Chapter 78, PL 2011. The AUTHORITY agrees to provide advance notice to the UNION of any plan changes.

The age of dependent coverage is subject to changes in plan coverage imposed

by insurance regulations or by law.

2) PRESCRIPTION INSURANCE: The AUTHORITY shall provide a prescription drug program on behalf of its full-time regular employees through the State of New Jersey Health Benefits Plan (Plan) or equal. An employee's co-payment for prescriptions shall be as defined under the Plan. The AUTHORITY reserves the right to select the provider (including self-insurance) so long as the benefit level is not lower than that offered under the Plan. The AUTHORITY agrees to provide advance notice to the UNION of any plan changes, including prescription co-payments. It is recognized that this plan is subject to changes in coverage imposed by insurance regulations or by law. The EMPLOYEE shall pay his/her share of the prescription insurance premiums as required by the State of New Jersey under Chapter 78, PL 2011.

3) <u>DENTAL INSURANCE:</u> The AUTHORITY will provide a dental program on behalf of its full-time regular, and their eligible dependents. The AUTHORITY shall have

the right to select a provider based upon cost (including self-insurance) in the event substantially equivalent benefits are provided. The AUTHORITY agrees to provide advance notice to the UNION of any plan changes. The EMPLOYEE shall pay his/her share of the dental insurance premiums based on the percentages outlined by the State of New Jersey under Chapter 78, PL 2011. An employee's co-payment for dental services shall be as defined under the Plan.

program on behalf of its full-time regular employees, and their eligible dependents. The AUTHORITY shall have the right to select a provider based upon cost (including self-insurance) in the event substantially equivalent benefits are provided. The AUTHORITY agrees to provide advance notice to the UNION of any plan changes. The EMPLOYEE shall pay his/her share of the optical insurance premiums based on the percentages outlined by the State of New Jersey under Chapter 78, PL 2011. An employee's co-payment for optical services shall be as defined under the Plan.

ARTICLE 30 - MANAGEMENT RIGHTS

The following management rights are retained by the AUTHORITY, subject to the terms and conditions as expressed in this Agreement:

- 1) The executive management and administrative control of the Authority and its properties and facilities, which includes the management and control of the work activities of its employees.
- 2) The AUTHORITY shall determine any different or improved procedures, techniques, equipment and machinery to be utilized in the management and operation of the Authority.
- 3) The AUTHORITY shall hire all employees and, subject to the provisions of law, shall determine the qualifications and conditions of continued employment, subject to the terms and conditions of this Agreement.
- 4) The AUTHORITY has the right to suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause according to law, subject to the terms and conditions of this Agreement.
- 5) The exercise of the above Management Rights by the Authority, the adoption of policies, regulations and practices for the furtherance thereof, and the use of judgment and discretion by the Authority in connection therewith, shall be subject to the terms and conditions of this Agreement.
- 6) The Executive Director, on behalf of the Authority, shall administer this agreement. The Executive Director has all of the rights and privileges of a Supervisor and may perform the Supervisor's duties as noted elsewhere in this agreement. If the Union disagrees with the Executive Director's administration of this agreement, the Union shall have the right to petition the Board.
- 7) The AUTHORITY has the right to establish reasonable and necessary rules and regulations governing the work and conduct of its employees consistent with all applicable Federal and State statutes and/or regulations.
- 8) These rules and regulations shall be applied equitably to all employees and a copy of such rules shall be provided at all times to the Union.
- 9) Changes in such rules and regulations shall be provided immediately to the UNION and posted in a conspicuous place by the Authority.
- 10) If the UNION objects to any such rule or regulation, the UNION may take such objection through the grievance procedure.

11) Nothing contained herein shall be construed to deny or restrict the Authority of any of its rights and responsibilities as set forth in N.J.S.A. 40:14B-1 et seq., or any other applicable Federal or State laws or regulations.

ARTICLE 31 - EMPLOYEE RIGHTS

- 1) Representatives of the Union shall be permitted time off to attend negotiating sessions, without pay, provided the efficiency of the Authority is not affected thereby.
- 2) Any employee shall have the right to inspect his personnel file upon eight (8) hours of notice to the Authority, when reasonable. The Authority agrees to notify the individual employee if any material adverse to the employee is placed in his personnel file.
 - 3) The following shall represent the employee's protection of rights:
 - A. An employee shall have the right to UNION representation at each and every step of the grievance procedure set forth in this Agreement.
 - B. An employee shall not be required to submit to a disciplinary investigation by the AUTHORITY and/or representatives of the AUTHORITY without UNION representation present at such investigation.
 - C. No recording devices of any type shall be used during such disciplinary investigation.
 - D. In all disciplinary hearings and/or hearing designed for the appeal of a disciplinary action already taken, the employee shall be entitled to a UNION representative, or their designee.
 - E. In all disciplinary hearings or hearings designed for the appeal of any disciplinary action, the employee and/or his Union representative shall have the right to introduce evidence and witnesses in their behalf. Furthermore, the employee and/or their Union representative shall be granted the right to cross-examination of any and all witnesses against him.
 - F. No employee shall be intimidated, coerced, or suffer any reprisal by the Authority for having exercised his rights under this Agreement

ARTICLE 32 - RETIREMENT

The employee shall be eligible to participate in the New Jersey Public Employees Retirement System in accordance with applicable statutes.

ARTICLE 33 - MEDICAL LEAVE OF ABSENCE

- 1) An employee who is disabled by a non-work related medical issue shall be permitted a leave of absence without pay for a period not to exceed six (6) months, provided that such medical issue is certified as such by a physician or medical provider designated by the Authority or acceptable to the Authority.
- 2) The AUTHORITY shall continue to pay previously paid benefits for an employee on a medical leave of absence during said time period, except that the employee shall be required to pay any pension and/or life insurance payments.
- 3) An employee seeking a medical leave of absence shall request same in writing to the Authority.

- 4) The Authority reserves the right to terminate an employee on a medical leave of absence beyond the six (6) month time period. Any request for an extension of a medical leave of absence beyond the six (6) month time period shall be submitted in writing to the Authority at least thirty (30) calendar days prior to the expiration of the six (6) month period and shall set forth all of the reasons for such request. The Authority shall determine all such requests on a case by case basis and advise the employee in writing of its decision; however, the Authority shall grant up to a ninety (90) day extension to any employee who submits a medical document indicating a return to work date within that ninety (90) day period.
- 5) Any employee granted an extension on a medical leave of absence shall be required to pay for all benefits previously paid by the Authority.
- 6) In the event the Authority's medical provider certifies that an employee is fit to return to duty, medical leave benefits granted under this Article shall be terminated. However, if the employee disputes the Authority's determination, then the Authority and the employee shall mutually agree upon a second medical provider and the costs of same shall be borne equally by the employee and Authority. The determination of the second medical provider as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the second medical provider certifies the employee is fit to return to duty, medical leave benefits granted under this Article shall be terminated.
- 7) In the event the medical provider designated by the Authority determines that the employee is fit to return to light duty, the medical provider shall contact the Authority prior to the employee leaving the office. In the event 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 permitted to return to work on that basis until they are able to resume their full duties. If the Authority in its discretion determines that it is unable to utilize the employee services on a light duty basis, then the employee shall be placed on injury leave pursuant to this Article.
- 8) In the event the Authority can prove that an employee has abused their privileges under this Article, the employee shall be subject to disciplinary action by the Authority, up to and including termination.
- 9) When an employee is unable to work for any extended period of time due to a medical leave that is not work related, the employee shall exhaust all accumulated sick leave prior to the receipt of State Disability.
- 10) For those benefits requiring employee contributions, the employee will be required to make these payments during the medical leave of absence.
- 11) Sick and vacation leave does not accrue during a medical leave of absence. (NJ FLA), the Federal Family Medical Leave Act (FMLA) or does not earn pension credit.
- 12) An employee who takes Medical Leave Without Pay will receive service credit for leave allowed under the New Jersey Family Medical Leave ACT (NJ FLA) or the Federal Family Medical Leave Act (FMLA).
- 13) An employee will not receive service credit for the time that exceeds the leave allowed under the New Jersey Family Leave Act

ARTICLE 34 - WORKER'S COMPENSATION

All employees are covered by State Worker's Compensation. The program provides for payment of medical bills, physical and vocational rehabilitation and financial compensation while the worker is unable to work or is disabled - either temporary or permanently - due to a workplace accident or illness.

The Worker's Compensation policy is defined in the HTMUA Union Employee Policy Manual.

ARTICLE 35 - FULLY BARGAINED AGREEMENT

This Agreement shall represent and incorporate the complete and final understanding by the parties of all bargainable issues which were or would have been the subject of collective negotiations.

ARTICLE 36 - WAGES

1) The Wage Schedules for FY2022-2025 are listed in Attachments A and cover all employees.

The following notations apply to the wage schedules (Reference Attachment A):

	An employee hired or transferred into Grade I will be
Grade I	required to complete four (4) years in the Grade (Levels 1 to 4) prior to being eligible to transfer to Grade II
	unless the employee was hired in at a Level 2 or greater.
	An employee that transfers into or is hired into
	Grade II must complete six (6) years in the Grade
G 1-	before being eligible to transfer to Grade III.
Grade	An employee who has not successfully passed the NJDEP
II	Introduction to Water and Wastewater (180 Hours)
	class will have 50¢ deducted from their hourly rate.
	Class will have 500 deducted from their mourly rate.
	An employee that transfers into or is hired into
Grade	Grade III must complete ten (10) years in the Grade
III	before being eligible to transfer to Grade IV.
*	Not eligible for additional compensation.
	Requirement to have all three (3) NJDEP Level 1
	licenses to move from Grade III to Grade IV. No
*2	compensation for NJDEP Level 1 licenses. Employees
	hired prior to 2001 are only required to have at
	least one NJDEP license.
	Employee must successfully complete the Introduction
	to Water & Wastewater class and have a Level 1
	license in the appropriate discipline to be eligible
	for the Advanced Water or Collection System classes.
*3	Upon receipt of either a T2 or W2 or higher NJDEP
	license, an employee will no longer be eligible for
	the Advanced Water class rate. Upon receipt of a C2
	or higher NJDEP license, an employee will no longer
	be eligible for the Collection System class rates.
	FOREMAN: Must have the C1, T1 and W1 NJDEP operator
*4	licenses.
	ACTING FOREMAN: Must have a C1 NJDEP operator
	license and either a W1 or T1 NJDEP operator license.
	Must be Grade II or higher with at least a W1 NJDEP
*5	operator license. Certification is limited to a maximum of three (3) employees.
	Must be Grade II or higher with at least a C1 NJDEP
*6	operator license.
	operator incense.

ARTICLE 37 - EMPLOYEE CLASSIFICATIONS

Employee Classification shall be as follows:

- Water/Sewer Worker: Grades I, II, III, IV with additional designations per the Employee Wage Schedule.

- Laborer/Truck Driver

- Not eligible for other designations as outlined in the Employee Wage Schedule.
- Not eligible for "Duty Shift" or "Weekend Duty" work normally performed by a Water/Sewer Worker as defined in Article 12 WORK SCHEDULE

- Foreman

- The Foreman shall be required to have all Level 1 NJDEP Operator Licenses as required by the NJDEP for the HTMUA facilities, which are currently C1, T1 and W1 and be at Grade II or higher classification.
- An "acting" Foreman will be required to have a C1 and either a T1 or W1 NJDEP Operator License and be in a Water & Sewer Worker Grade II or higher classification.

ARTICLE 38 - DURATION

- 1) This Agreement shall be effective September 1, 2022and shall continue in full force and effect up to and including August 31, 2025 and shall continue from year to year thereafter unless either of the parties hereto shall give to the other ninety (90) days written notice prior to the original termination date or prior to the end of any subsequent year of an intention to terminate the Agreement.
- 2) In the event of an inadvertent failure by either party to give the notice set forth in Section 1 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this section, the expiration date of this Agreement shall be the ninety-first (91st) day following such notice.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day of April 2022.

FOR THE AUTHORITY

MARY JO COUTS, CHAIF

ATTEST:

FRANCIS A. TOMASELLO, SECRETARY

FOR THE UNIOIN

DAVID TUCKER, PRESIDENT

ATTEST:

KEVÍN YACCARINO, LOCAL REPRESENTATIVE

Attachment A - Laborer/Truck Driver

FY2022-2023

Truck Driver / Laborer

	Starting	Starting Rates
Length of Service	Hourly	Annual
Labor/Truck Driver (Base Rate)*	\$16.68	\$16.68 \$34,694.40
CDL	\$0.25	\$520.00
CDL Interstate	\$0.10	\$208.00
Maximum Rate	\$17.03	\$35,422.40

year as agreed to in the "Base Rates" of the Water/Sewer position. * \$16.68 remains the starting ratre for the length of the contract. Employee is eleigible for an annual rate increase of 3.0% per

** Required within one year of hire

Attachment A - Water Sewer Worker

FY2022-2023

Grade I

Langth of Compies	Year 1		Year 2		Year 3	
Length of Service	Hourly	Annual	Hourly	Annual	Hourly	Annual
WATER/SEWER WORKER (Base)	18.30	\$38,062.03	19.91	\$41,415.81	21.51	\$44,747.08
CDL Intrastate	\$0.25	\$520.00	\$0.25	\$520.00	\$0.25	\$520.00
CDL Interstate	\$0.10	\$208.00	\$0.10	\$208.00	\$0.10	\$208.00
Intro to Water & Wastewater (Basic)	0.50	\$1,040.00	0.50	\$1,040.00	0.50	\$1,040.00
Advanced Water Class (*3)	\$0.25	\$520.00	\$0.25	\$520.00	\$0.25	\$520.00
Collection System Class (*3)	\$0.25	\$520.00	\$0.25	\$520.00		\$520.00
T1 License	\$0.65	\$1,352.00	\$0.65	\$1,352.00	\$0.65	\$1,352.00
T2 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
T3 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
W1 License	\$0.65	\$1,352.00	\$0.65	\$1,352.00	\$0.65	\$1,352.00
W2 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
W3 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
C1 License	\$0.65	\$1,352.00	\$0.65	\$1,352.00	\$0.65	\$1,352.00
C2 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
C3 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00		\$1,976.00
Heavy Equipment Certification	\$1.35	\$2,808.00	\$1.35	\$2,808.00	\$1.35	\$2,808.00
Backflow Certification (*5)	n/a	n/a	n/a	n/a	n/a	n/a
PACP Certification (*6)	n/a	n/a	n/a	n/a	n/a	n/a
Electricity I	\$0.60	\$1,248.00	\$0.60	\$1,248.00	\$0.60	\$1,248.00
Electricity II	\$0.60	\$1,248.00	\$0.60	\$1,248.00	\$0.60	\$1,248.00
Commercial Wiring, Motors & Controls	\$0.35	\$728.00	\$0.35	\$728.00	\$0.35	\$728.00
Basic Electronics I	I a a second	\$832.00	\$0.40	\$832.00	\$0.40	\$832.00
Basic Electronics II	\$0.40	\$832.00	\$0.40	\$832.00	\$0.40	\$832.00
Digital Electronics	\$0.40	\$832.00	\$0.30	\$624.00		\$624.00
Plumbing I	\$0.40	\$832.00	\$0.40	\$832.00	\$0.40	\$832.00
Plumbing II	\$0.40	\$832.00	\$0.40	\$832.00	\$0.40	\$832.00
Basic Welding	\$0.30	\$624.00	\$0.30	\$624.00	\$0.30	\$624.00
Diesel Mechanics - Basic (Intro)	\$0.25	\$520.00	\$0.25	\$520.00	\$0.25	\$520.00
Diesel Mechanics - Intermediate	HSV	\$728.00	\$0.35	\$728.00	\$0.35	\$728.00
Advanced Diesel Mechanic	\$0.35	\$728.00	\$0.35	\$728.00	\$0.35	\$728.00
HVAC	\$0.60	\$1,248.00	\$0.60	\$1,248.00	\$0.60	\$1,248.00
HVACI	\$0.60	\$1,248.00	\$0.60	\$1,248.00	\$0.60	\$1,248.00
Foreman/Acting Foreman (*4)	n/a	n/a	n/a	n/a	n/a	n/a
Maximum Rate		\$65,102.03	\$32.81	\$68,247.81	\$34.41	\$71,579.08

*Not eligible for add'l compensation.

Max. Rate doesn't include Foreman, Advanced Water/Collection System Class Rates and Level 3

NJDEP Licenses.

FY2023-2024 Grade I

1 1 2023-2024	Year 1		Y	ear 2	Year 3	
Length of Service	Hourly		Hourly	Annual	Hourly	Annual
WATER/SEWER WORKER (Base)	18.85	\$39,203.89		\$42,658.28	22.16	\$46,089.49
CDL Intrastate		\$520.00		\$520.00	\$0.25	\$520.00
CDL Interstate	\$0.10	\$208.00		\$208.00	\$0.10	\$208.00
Intro to Water & Wastewater (Basic)	0.50	\$1,040.00	0.50	\$1,040.00	0.50	\$1,040.00
Advanced Water Class (*3)	\$0.25	\$520.00		\$520.00	\$0.25	\$520.00
Collection System Class (*3)		\$520.00	\$0.25	\$520.00	\$0.25	\$520.00
T1 License		\$1,352.00	\$0.65	\$1,352.00	\$0.65	\$1,352.00
T2 License		\$1,976.00		\$1,976.00	\$0.95	\$1,976.00
T3 License		\$1,976.00		\$1,976.00	\$0.95	\$1,976.00
W1 License		\$1,352.00		\$1,352.00	\$0.65	\$1,352.00
W2 License		\$1,976.00		\$1,976.00	\$0.95	\$1,976.00
W3 License	\$0.95	\$1,976.00		\$1,976.00	\$0.95	\$1,976.00
C1 License	\$0.65	\$1,352.00	\$0.65	\$1,352.00	\$0.65	\$1,352.00
C2 License		\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
C3 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
Heavy Equipment Certification	\$1.35	\$2,808.00	\$1.35	\$2,808.00	\$1.35	\$2,808.00
Backflow Certification (*5)	n/a	n/a	n/a	n/a	n/a	n/a
PACP Certification (*6)	n/a	n/a	n/a	n/a	n/a	n/a
Electricity I	\$0.60	\$1,248.00	\$0.60	\$1,248.00	\$0.60	\$1,248.00
Electricity II	\$0.60	\$1,248.00	\$0.60	\$1,248.00	\$0.60	\$1,248.00
Commercial Wiring, Motors & Controls	\$0.35	\$728.00	\$0.35	\$728.00	\$0.35	\$728.00
Basic Electronics I	\$0.40	\$832.00	\$0.40	\$832.00	\$0.40	\$832.00
Basic Electronics II		\$832.00		\$832.00		\$832.00
Digital Electronics	\$0.40	\$832.00	\$0.30	\$624.00	\$0.30	\$624.00
Plumbing I		\$832.00	\$0.40	\$832.00	\$0.40	\$832.00
Plumbing II	_	\$832.00	1	\$832.00	\$0.40	\$832.00
Basic Welding		\$624.00	\$0.30	\$624.00	\$0.30	\$624.00
Diesel Mechanics - Basic (Intro)	\$0.25	\$520.00	\$0.25	\$520.00	\$0.25	\$520.00
Diesel Mechanics - Intermediate	\$0.35	\$728.00	\$0.35	\$728.00	\$0.35	\$728.00
Advanced Diesel Mechanic	\$0.35	\$728.00	\$0.35	\$728.00	\$0.35	\$728.00
HVAC		\$1,248.00	\$0.60	\$1,248.00	\$0.60	\$1,248.00
HVAC II	\$0.60	\$1,248.00	\$0.60	\$1,248.00	\$0.60	\$1,248.00
Foreman/Acting Foreman (*4)	n/a	n/a	n/a	n/a	n/a	n/a
Maximum Rate	\$31.85	\$66,243.89	\$33.41	\$69,490.28	\$35.06	\$72,921.49

*Not eligible for add'l compensation.

Max. Rate doesn't include Foreman, Advanced Water/Collection System Class Rates and Level 3
NJDEP Licenses.

FY2024-2025 Grade I

F Y 2024-2025			- 0,	auc 1		
Laurath of Samina	Y	ear 1	Y	ear 2	Year 3	
Length of Service	Hourly	Annual	Hourly	Annual	Hourly	Annual
WATER/SEWER WORKER (Base)	19.41	\$40,380.00	21.12	\$43,938.03	22.82	\$47,472.17
CDL Intrastate	\$0.25	\$520.00	\$0.25	\$520.00	\$0.25	\$520.00
CDL Interstate	\$0.10	\$208.00	\$0.10	\$208.00	\$0.10	\$208.00
Intro to Water & Wastewater (Basic)	0.50	\$1,040.00	0.50	\$1,040.00	0.50	\$1,040.00
Advanced Water Class (*3)	\$0.25	\$520.00	\$0.25	\$520.00	\$0.25	\$520.00
Collection System Class (*3)		\$520.00	\$0.25	\$520.00	\$0.25	\$520.00
T1 License	\$0.65	\$1,352.00	\$0.65	\$1,352.00	\$0.65	\$1,352.00
T2 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
T3 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
W1 License	\$0.65	\$1,352.00	\$0.65	\$1,352.00	\$0.65	\$1,352.00
W2 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
W3 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
C1 License	\$0.65	\$1,352.00	\$0.65	\$1,352.00	\$0.65	\$1,352.00
C2 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
C3 License		\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
Heavy Equipment Certification		\$2,808.00	\$1.35	\$2,808.00	\$1.35	\$2,808.00
Backflow Certification (*5)		n/a	n/a	n/a	n/a	n/a
PACP Certification (*6)	n/a	n/a	n/a	n/a	n/a	n/a
Electricity I	\$0.60	\$1,248.00	\$0.60	\$1,248.00	\$0.60	\$1,248.00
Electricity II	\$0.60	\$1,248.00	\$0.60	\$1,248.00	\$0.60	\$1,248.00
Commercial Wiring, Motors & Controls	\$ \$0.35	\$728.00	\$0.35	\$728.00	\$0.35	\$728.00
Basic Electronics 1		\$832.00	\$0.40	\$832.00		\$832.00
Basic Electronics II	\$0.40	\$832.00	\$0.40	\$832.00	\$0.40	\$832.00
Digital Electronics	\$ \$0.40	\$832.00	\$0.30	\$624.00	\$0.30	\$624.00
Plumbing 1	\$0.40	\$832.00	\$0.40	\$832.00		\$832.00
Plumbing I	\$0.40	\$832.00	\$0.40	\$832.00	\$0.40	\$832.00
Basic Welding	\$0.30	\$624.00	\$0.30	\$624.00	\$0.30	\$624.00
Diesel Mechanics - Basic (Intro)	\$0.25	\$520.00	\$0.25	\$520.00	\$0.25	\$520.00
Diesel Mechanics - Intermediate		\$728.00	\$0.35	\$728.00	\$0.35	\$728.00
Advanced Diesel Mechanic		\$728.00	\$0.35	\$728.00	\$0.35	\$728.00
HVAC		\$1,248.00	\$0.60	\$1,248.00	\$0.60	\$1,248.00
HVACT	I \$0.60	\$1,248.00	\$0.60	\$1,248.00	\$0.60	\$1,248.00
Foreman/Acting Foreman (*4)) n/a	n/a	n/a	n/a	n/a	n/a
Maximum Rate		\$67,420.00	\$34.02	\$70,770.03	\$35.72	\$74,304.17

*Not eligible for add'l compensation.

Max. Rate doesn't include Foreman, Advanced Water/Collection System Class Rates and Level 3
NJDEP Licenses.

FY2022-2023	FY2022-2023 Grade II		Grad	e III	Grade IV	
Length of Service	Total of Six	x (6) Years	Total of Ten (10) Years			
S	Hourly	Annual	Hourly	Annual	Hourly	Annual
WATER/SEWER WORKER (Base)	\$23.12	\$48,096.88	\$27.17	\$56,516.51	\$31.78	\$66,093.04
CDL Intrastate	\$0.25	\$520.00	\$0.25	\$520.00	\$0.25	\$520.00
CDL Interstate	\$0.10	\$208.00	\$0.10	\$208.00	\$0.10	\$208.00
Intro to Water & Wastewater (Basic)	*	*	*	*	*	*
Advanced Water Class (*3)	\$0.25	\$520.00	\$0.25	\$520.00	\$0.25	\$520.00
Collection System Class (*3)	\$0.25	\$520.00	\$0.25	\$520.00	\$0.25	\$520.00
T1 License	\$0.65	\$1,352.00	\$0.65	\$1,352.00	*2	*2
T2 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
T3 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
W1 License	\$0.65	\$1,352.00	\$0.65	\$1,352.00	*2	*2
W2 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
W3 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
C1 License	\$0.65	\$1,352.00	\$0.65	\$1,352.00	*2	*2
C2 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
C3 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
Heavy Equipment Certification	\$1.35	\$2,808.00	\$1.35	\$2,808.00	\$1.35	\$2,808.00
Backflow Certification (*5)	\$0.35	\$728.00	\$0.35	\$728.00	\$0.35	\$728.00
PACP Certification (*6)	\$0.25	\$520.00	\$0.25	\$520.00	\$0.25	\$520.00
Electricity I	\$0.60	\$1,248.00	\$0.60	\$1,248.00	\$0.60	\$1,248.00
Electricity II	\$0.60	\$1,248.00	\$0.60	\$1,248.00	\$0.60	\$1,248.00
Commercial Wiring, Motors & Controls	\$0.35	\$728.00	\$0.35	\$728.00	\$0.35	\$728.00
Basic Electronics I	\$0.40	\$832.00	\$0.40	\$832.00	\$0.40	\$832.00
Basic Electronics II	\$0.40	\$832.00	\$0.40	\$832.00	\$0.40	\$832.00
Digital Electronics	\$0.40	\$832.00	\$0.40	\$832.00	\$0.40	\$832.00
Plumbing I	\$0.40	\$832.00	\$0.40	\$832.00	\$0.40	\$832.00
Plumbing II	\$0.40	\$832.00	\$0.40	\$832.00	\$0.40	\$832.00
Basic Welding	\$0.30	\$624.00	\$0.30	\$624.00	\$0.30	\$624.00
Diesel Mechanics - Basic (Intro)	\$0.25	\$520.00	\$0.25	\$520.00	\$0.25	\$520.00
Diesel Mechanics - Intermediate	200 0 000 000	\$728.00	\$0.35	\$728.00	\$0.35	\$728.00
Advanced Diesel Mechanic		\$728.00	\$0.35	\$728.00	\$0.35	\$728.00
HVAC I		\$1,248.00	\$0.60	\$1,248.00	\$0.60	\$1,248.00
HVAC II		\$1,248.00	\$0.60	\$1,248.00	\$0.60	\$1,248.00
Foreman/Acting Foreman (*4)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Maximum Rate		\$75,344.88	\$40.27	\$83,764.51	\$42.93	\$89,285.04

^{*}Not eligible for add'l compensation.

Max. Rate doesn't include Foreman, Advanced Water/Collection System Class Rates and Level 3 NJDEP Licenses.

FY2023-2024	Grad	le II	Grade III		Grade IV	
Length of Service	Total of Six	x (6) Years	Total of Ten (10) Years			
	Hourly	Annual	Hourly	Annual	Hourly	Annual
WATER/SEWER WORKER (Base)	\$23.82	\$49,539.79	\$27.99	\$58,212.01	\$32.73	\$68,075.83
CDL Intrastate	\$0.25	\$520.00	\$0.25	\$520.00	\$0.25	\$520.00
CDL Interstate	\$0.10	\$208.00	\$0.10	\$208.00	\$0.10	\$208.00
Intro to Water & Wastewater (Basic)	*	*	*	*	*	*
Advanced Water Class (*3)	\$0.25	\$520.00	\$0.25	\$520.00	\$0.25	\$520.00
Collection System Class (*3)	\$0.25	\$520.00	\$0.25	\$520.00	\$0.25	\$520.00
T1 License	\$0.65	\$1,352.00	\$0.65	\$1,352.00	*2	*2
T2 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
T3 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
W1 License	\$0.65	\$1,352.00	\$0.65	\$1,352.00	*2	*2
W2 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
W3 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
C1 License	\$0.65	\$1,352.00		\$1,352.00	*2	*2
C2 License	\$0.95	\$1,976.00		\$1,976.00	\$0.95	\$1,976.00
C3 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
Heavy Equipment Certification	\$1.35	\$2,808.00	\$1.35	\$2,808.00	\$1.35	\$2,808.00
Backflow Certification (*5)	\$0.35	\$728.00		\$728.00	\$0.35	\$728.00
PACP Certification (*6)	\$0.25	\$520.00		\$520.00	\$0.25	\$520.00
Electricity I	\$0.60	\$1,248.00		\$1,248.00	\$0.60	\$1,248.00
Electricity II	\$0.60	\$1,248.00		\$1,248.00	\$0.60	\$1,248.00
Commercial Wiring, Motors & Controls	\$0.35	\$728.00	\$0.35	\$728.00	\$0.35	\$728.00
Basic Electronics I	\$0.40	\$832.00		\$832.00	\$0.40	\$832.00
Basic Electronics II	\$0.40	\$832.00		\$832.00	\$0.40	\$832.00
Digital Electronics	\$0.40	\$832.00		\$832.00	\$0.40	\$832.00
Plumbing I	\$0.40	\$832.00		\$832.00	\$0.40	\$832.00
Plumbing II	\$0.40	\$832.00		\$832.00	\$0.40	\$832.00
Basic Welding	\$0.30	\$624.00		\$624.00	\$0.30	\$624.00
Diesel Mechanics - Basic (Intro)	\$0.25	\$520.00		\$520.00	\$0.25	\$520.00
Diesel Mechanics - Intermediate	\$0.35	\$728.00	\$0.35	\$728.00	\$0.35	\$728.00
Advanced Diesel Mechanic		\$728.00		\$728.00	\$0.35	\$728.00
HVAC I		\$1,248.00		\$1,248.00	\$0.60	\$1,248.00
HVAC II		\$1,248.00		\$1,248.00	\$0.60	\$1,248.00
Foreman/Acting Foreman (*4)	\$1.75	\$3,640.00		\$3,640.00	\$1.75	\$3,640.00
Maximum Rate	\$36.92	\$76,787.79	\$41.09	\$85,460.01	\$43.88	\$91,267.83

*Not eligible for add'l compensation.

Max. Rate doesn't include Foreman, Advanced Water/Collection System Class Rates and Level 3 NJDEP Licenses.

FY2024-2025	Grad	le II	Grade III		Grade IV	
Length of Service	Total of Six	x (6) Years	Total of Ter	(10) Years		
	Hourly	Annual	Hourly	Annual	Hourly	Annual
WATER/SEWER WORKER (Base)	\$24.53	\$51,025.98	\$28.83	\$59,958.37	\$33.71	\$70,118.11
CDL Intrastate	\$0.25	\$520.00	\$0.25	\$520.00	\$0.25	\$520.00
CDL Interstate	\$0.10	\$208.00	\$0.10	\$208.00	\$0.10	\$208.00
Intro to Water & Wastewater (Basic)	*	*	*	*	*	*
Advanced Water Class (*3)	\$0.25	\$520.00	\$0.25	\$520.00	\$0.25	\$520.00
Collection System Class (*3)	\$0.25	\$520.00	\$0.25	\$520.00	\$0.25	\$520.00
T1 License	\$0.65	\$1,352.00	\$0.65	\$1,352.00	*2	*2
T2 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
T3 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
W1 License	\$0.65	\$1,352.00	\$0.65	\$1,352.00	*2	*2
W2 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
W3 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
C1 License	\$0.65	\$1,352.00	\$0.65	\$1,352.00	*2	*2
C2 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
C3 License	\$0.95	\$1,976.00	\$0.95	\$1,976.00	\$0.95	\$1,976.00
Heavy Equipment Certification	\$1.35	\$2,808.00	\$1.35	\$2,808.00	\$1.35	\$2,808.00
Backflow Certification (*5)	\$0.35	\$728.00	\$0.35	\$728.00	\$0.35	\$728.00
PACP Certification (*6)	\$0.25	\$520.00	\$0.25	\$520.00	\$0.25	\$520.00
Electricity I	\$0.60	\$1,248.00	\$0.60	\$1,248.00	\$0.60	\$1,248.00
Electricity II	\$0.60	\$1,248.00	\$0.60	\$1,248.00	\$0.60	\$1,248.00
Commercial Wiring, Motors & Controls	\$0.35	\$728.00	\$0.35	\$728.00	\$0.35	\$728.00
Basic Electronics I	\$0.40	\$832.00	\$0.40	\$832.00	\$0.40	\$832.00
Basic Electronics II	\$0.40	\$832.00	\$0.40	\$832.00	\$0.40	\$832.00
Digital Electronics	\$0.40	\$832.00	\$0.40	\$832.00	\$0.40	\$832.00
Plumbing I	\$0.40	\$832.00	\$0.40	\$832.00	\$0.40	\$832.00
Plumbing II	\$0.40	\$832.00	\$0.40	\$832.00	\$0.40	\$832.00
Basic Welding	\$0.30	\$624.00	\$0.30	\$624.00	\$0.30	\$624.00
Diesel Mechanics - Basic (Intro)	\$0.25	\$520.00	\$0.25	\$520.00	\$0.25	\$520.00
Diesel Mechanics - Intermediate	\$0.35	\$728.00	\$0.35	\$728.00	\$0.35	\$728.00
Advanced Diesel Mechanic	\$0.35	\$728.00	\$0.35	\$728.00	\$0.35	\$728.00
HVAC I	\$0.60	\$1,248.00	\$0.60	\$1,248.00	\$0.60	\$1,248.00
HVAC II		\$1,248.00		\$1,248.00	\$0.60	\$1,248.00
Foreman/Acting Foreman (*4)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Maximum Rate		\$78,273.98	\$41.93	\$87,206.37	\$44.86	\$93,310.11

*Not eligible for add'l compensation.

Max. Rate doesn't include Foreman, Advanced Water/Collection System Class Rates and Level 3 NJDEP Licenses.