

AGREEMENT BETWEEN  
CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY  
CAPE MAY COUNTY, NEW JERSEY  
and  
TEAMSTERS LOCAL 331  
January 1, 2005 through December 31, 2009



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PREAMBLE

1. This Agreement is hereby made this 16th day of November, 2006, 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 TEAMSTERS LOCAL 331 (hereinafter referred to as the "Union").
2. Any reference herein to the male gender shall be deemed to refer to the female gender as well.
3. This contract has as its purpose the promotion of harmonious employee relations between the Authority/CMCMUA and its employees represented by the Union. Further, the Authority/CMCMUA and the Union agree that the working environment should be characterized by mutual respect for the common dignity to which all individuals are entitled.

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, maintenance worker, composting worker, mechanic/welder, utility/operator trainee, maintenance mechanic and weighmaster/clerk, 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. Two (2) seasonal employees at the Wood Products Division of the Sanitary Landfill will commence employment the third Monday in March. Other seasonal employees at the Sanitary Landfill will commence employment on or about April 15 and end employment

on or about September 30. Seasonal employees at all other facilities will work between the week before Memorial Day and September 30. Supervisors shall not perform bargaining unit work, except in the case of an emergency or for training purposes.

- 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 three (3) 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 (1) additional thirty (30) day period.
- B. Probationary employees are not permitted to apply for promotions and/or transfers. Once a new employee passes his probationary period pursuant to Paragraph A of this Article, he shall not be discharged without just cause.
- C. 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.



ARTICLE 3  
DUES, CHECKOFF, REPRESENTATION FEE, AND INDEMNIFICATION

- A. **DUES AND INITIATION FEE:** It is understood and agreed between the Authority and the UNION that the AUTHORITY will deduct any back unpaid Union dues and initiation fees owed the Union (provided such indebtedness for dues or initiation fees was incurred during employment with the AUTHORITY), as well as, current monthly dues and initiation fees, from the paycheck of all employees who have signed proper legal authorization cards and filed with the Authority for such deductions and who are covered by this Agreement, twice monthly, commencing thirty (30) days after employment begins. The Union agrees to provide the Authority with authorization cards for dues checkoff and/or notify the Authority which employees will be paying the representation fee instead of full dues.
- B. The Authority further agrees to remit within seven (7) days to the Secretary/Treasurer of the Union, immediately after the checkoff payday, all Union dues and initiation fees so deducted from the paychecks of employees covered by this Agreement.
- C. 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.
- D. The representation fee to be paid by non-members will be equal to 85% of that amount.
- E. On or about the last day of each month, the Authority/ CMCMA 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.

- F. 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 by the Authority under this Article.

ARTICLE 4

UNION POLITICAL ACTION COMMITTEE DEDUCTIONS AND SOCIAL FUND

- A. **POLITICAL AND SOCIAL FUND:** Upon receipt of written authorization for deduction from wages, the Authority agrees to deduct two dollars (\$2.00) from the wages of the Union employees for their contribution in the Teamsters Union Local 331 Political and Social Fund, or such similar organizations as may be requested by the Union. The Authority will make deductions on a bi-weekly basis as provided in the authorization, and will forward the amounts deducted to the Teamsters Union Local #331 Political and Social Fund, P.O. Box 1073, Pleasantville, NJ 08232, on a monthly basis. No such authorization shall be recognized if it is in violation of State or Federal law. No deduction shall be made if it is prohibited by applicable law.
- B. The Union shall indemnify, defend and save harmless the Authority against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Authority 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 based on seniority and ability and qualifications to perform the job;
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, nor 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 1: If no solution can be reached in an informal grievance procedure with the Supervisor and the Steward 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 Steward and/or the Business Agent will submit the written grievance to the Solid Waste Program Manager or Wastewater Program Manager and the Union. The Business Agent of the Union and the Manager shall meet in an attempt to reach a satisfactory resolution. The Manager will give a written answer within five (5) working days of the grievance meeting.

STEP 2: If the grievance is not settled in Step 1, it shall be presented in writing to the Executive Director, or designee, within ten (10) working days of the receipt of the written decision rendered in Step 1. The Executive Director, or designee, shall meet with the Union

within five (5) days of receipt of the grievance. The Executive Director, or designee, shall give their decision in writing within five (5) working days of the date of the said grievance meeting.

### STEP 3: 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 Two, or in the event the Executive Director has not served a timely written response at Step Two, then within thirty (30) calendar days after the response date set forth in Step Two, the Union may file for Arbitration in accordance with paragraph (2) below.
2. The Union may invoke binding arbitration by submitting a written request therefore 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 in 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. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed at any step in the grievance procedure, the grievance shall be deemed to have been denied and the Union may appeal the grievance to the next step up to and including arbitration. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for any step in the grievance procedure, by a written agreement by the appropriate representatives for each party.



2. The Business Agent and/or International Representative of the Union may take part in the proceedings at Step 1 and above.
3. Employees taking part in grievance meetings and hearings shall suffer no loss in pay.
4. In the case of grievances 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 Two without the Union's approval.
6. Copies of grievances will be forwarded to the Union 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 Union President must sign the grievance form acknowledging settlement.
8. Sufficient notification, at least three (3) days, 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 Union President.
- B. A copy of each above-referenced posted notice shall be forwarded to the Local Union President at the designated location as certified on Union letterhead by the Union Business Agent.
- 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 meet the minimum qualifications of the position and apply for a promotion or transfer in the bargaining unit will be given priority over non-employees. To be given consideration for a lateral transfer, an employee must be in their current position and at their current facility for a period of at least three (3) months.
- 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 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 one (1) working day's 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 1/2) hours, including a one-half (1/2) hour unpaid meal break. Specific shifts and hours shall be 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 (1/2) 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 (1/2) 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 shift shall be paid a shift differential of thirty (\$.30) cents per hour for hours worked after 3:30 p.m. Employees regularly working the third shift shall be paid a shift differential of sixty (\$.60) cents per hour for hours worked after 11:30 p.m. and before 7:00 a.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. Said daily compensation shall be twenty dollars (\$20.00).
- K. An employee called back to work after the employee has left Authority property or before his regularly scheduled shift shall be guaranteed a minimum of four (4) hours pay. Employees shall only receive the minimum call-in pay when such call-in is not contiguous to the employee's regularly scheduled shift.
- 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 one (1) full day in a pay period shall be paid at a rate of \$1.25 per hour higher than his normal rate from the first day of such work in the higher classification. Supervisors shall not schedule employees for the purpose of avoiding paying employees higher class pay. 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.

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. In charging the employee with sick leave, the smallest unit to be considered is fifteen minutes (one-quarter hour) of a workday.
- 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 whenever 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. Notification by anyone other than the employee may not be accepted unless the employee is physically incapable of notifying the Authority/CMCMUA him/herself.
- E. Unused sick days may accumulate from year to year to a maximum of two hundred sixty (260) days total. Upon retirement after fifteen (15) 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 fifteen thousand dollars (\$15,000.00).
- F. All employees who have perfect attendance 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
    - (a) Perfect attendance is defined as attendance at work on every scheduled work day during the quarter with the exception of absences for approved, Authority-paid leave (e.g. vacation, jury duty, bereavement leave, military leave, personal leave).
    - (b) An unpaid absence of any duration is not considered attendance at work (e.g., leave without pay, suspension, workers' compensation disability, temporary disability, Family and Medical Leave Act leave).
- 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, brothers and sisters only.) The Authority/CMCMUA reserves the right to require proof of illness.

ARTICLE 15  
VACATION

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
After the Fourth (4th) through the end of the Tenth (10th) year of service.	One and one-quarter ( $1\frac{1}{4}$ ) days per month to a maximum of fifteen (15) days per year.
After the Tenth (10th) through the end of the fifteenth (15th) year of service.	One and one-half ( $1\frac{1}{2}$ ) days per month to a maximum of eighteen (18) days per year.
After the fifteenth (15th) year of service through the end of the twenty-fourth (24th) year of service.	One and two thirds ( $1\frac{2}{3}$ ) days per month to a maximum of twenty (20) days per year.
After the twenty-fourth (24th) year of service.	One and eighty-three one-hundredths (1.83) days per month to a maximum of twenty-two (22) days per year.

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 (1) year's accrual is deferred to the following year. In that event, the one (1) 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 scheduled for vacation at each location each week of the summer "peak" periods. Only one (1) request per year 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 (1½) 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 (2½).
- 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 LEAVE

- 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, spouse's parent and spouse's grandparents.
- 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 the 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 fifteen (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 military leave shall be provided in accordance with applicable State and Federal 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 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 or an extension thereof may only be granted, in writing, by the Authority/CMCMUA or designee on a case-by-case basis. The denial and/or granting of TDL or an extension by the Authority/CMCMUA is solely a managerial right and the denial and/or granting shall not be considered precedential in nature on either party as to any other request for TDL and/or an extension. TDL will run concurrently with medical leave entitlement under the Federal Family and Medical Leave Act (FMLA), provided that said personal illness or injury meets the definition of a serious health condition under the FMLA.
- 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 Employees' Retirement System will resume upon the employee's return to work. Employees 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 overnight mail 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. 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/CMCMA
- H. 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.
- I. 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.
- J. 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 to provide 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. 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 \$30.00 per month for individual-only coverage and a maximum of \$40.00 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 that 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 \$2500 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 \$2500 per annum in lieu of coverage on or about December 1st of each year on a prorated basis.
- G. Bargaining unit employees who are fifty-five (55) years of age, or older, and retire from the Public Employee's Retirement System (PERS) with twenty-five (25) or more years of service with the Authority/CMCMUA shall be eligible to receive Authority-paid health insurance benefits upon retirement from the Authority/CMCMUA as referenced in Authority/CMCMUA Resolution No. 98-98, dated September 2, 1998 and subsequent amendments thereafter.
- H. New employees hired on or after January 1, 2007 will pay \$20.00 per pay check toward their health benefit premiums regardless of the type of coverage (single, husband/wife, parent/child, family) they select. New employees hired on or after January 1, 2007 will be eligible for the Authority's basic plan only (currently Horizon Blue Cross/Blue Shield Direct Access) for the life of this Agreement.
- I. Effective January 1, 2007, short term disability payments (currently \$90.00 per week for up to 13 weeks) will be offered only when the employee becomes eligible to receive New Jersey State temporary disability payments, and not when the employee is in any full pay status.

ARTICLE 24  
UNIFORMS

- A. The Authority/CMCMUA will supply uniforms to new employees. Uniforms will consist of one (1) winter coat, five (5) pairs of blue pants, five (5) long sleeve blue shirts and five (5) summer T-shirts. In addition, bib overalls will be provided to employees whose job duties requires the use of same. Pants, shirts, bib overalls and safety shoes will be the only uniforms replaced by the Authority/CMCMUA, pursuant to Paragraph D below. Worn winter coats shall be replaced every three (3) years, except when excessively damaged, when they may be replaced earlier. In either case, a coat shall be replaced only upon trade-in.
- B. The Authority/CMCMUA shall supply safety shoes to all employees except weighmasters. The type of shoes shall be as determined by the Authority/CMCMA.
- 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 stewards shall be provided up to fifteen (15) days per year (in the aggregate) 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, except that six (6) of said days will be paid for by the Authority/CMCMUA provided that they are used for training and/or seminars only. There will be no pay for travel time. "Days" will not exceed eight (8) hour days. Verification must be provided to the Authority/CMCMUA.
- C. The time referred to in Paragraph A is the total aggregate time for all Union stewards.
- D. In all cases, two (2) weeks' advance notice to the Authority/CMCMUA shall be required before any release or paid 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 and the Safety Officer of all hazardous safety conditions, and complaints of unsafe or unhealthful conditions shall be promptly investigated and corrections promptly initiated by the 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 Wastewater Program Manager or Solid Waste Program Manager, 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. The Union shall be allowed to choose its representatives from among its members who are employed by the Authority/CMCMUA. The number of such representatives shall be no less than the number of management representatives.

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

- A. If any article or section of the Agreement or 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 law or 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.
  
- B. 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.
  
- C. 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 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.
- C. Failure to wear or use required safety equipment may be cause for disciplinary action.
- D. Any employee who is found to be engaged in active employment with any other employer during this period will be subject to suspension of compensation benefits and may be subject to disciplinary action by the Authority/CMCMUA.
- E. In the event an employee returns to work after a work connected injury, but remains under the Workers' Compensation doctor's care, and is required by the doctor to go for a check-up or therapy during working hours due to the injury, the employee shall lose no pay while attending check-ups or therapy and shall not be required to use sick or vacation time, provided:
  - 1. the employee presents a doctor's note to his Supervisor substantiating the date and time of the appointment prior to the date of the appointment;
  - 2. the employee makes a good faith attempt to schedule the appointment outside his normal working hours;
  - 3. the employee returns to work after the appointment to finish his shift;
  - 4. any hours paid to the employee for such an appointment will not be counted as hours worked for purposes of calculating overtime.



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 IRS rate.
- 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. Effective January 1, 2007, employees will be entitled to a second personal leave day off per year (for a total of two (2) days 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. Requests for personal leave must be submitted to the Supervisor for approval at least two (2) days in advance of the leave day requested. Approval shall not be unreasonably withheld.
- 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.
- F. Personal leave days shall be taken in no less than one-half (1/2) day increments.

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 is 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, 2005, 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 4.0 percent, as illustrated in the attached "Schedule A".
- B. Effective retroactively to January 1, 2006, 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 additional increase in base hourly rates of 4.0 percent, as illustrated in the attached "Schedule B".
- C. Effective January 1, 2007, all members of the bargaining unit shall receive an additional increase in base hourly rates of 4.25 percent, as illustrated in the attached "Schedule C".
- D. Effective January 1, 2008, all members of the bargaining unit will receive an additional increase in base hourly rates of 4.25 percent, as illustrated in the attached "Schedule D".
- E. Effective January 1, 2009, all members of the bargaining unit shall receive an additional increase in base hourly rates of 4.25 percent, as illustrated in the attached "Schedule E".
- F. 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".

G. 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.

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

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

ARTICLE 36  
EMPLOYEE RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Authority hereby agrees that every employee shall have the right freely to organize, join and support the Union and its affiliates for the purpose of engaging in collective bargaining negotiations with the Authority. As a duly selected body exercising governmental power and color of Laws of the State of New Jersey, the Authority undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968, or any laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Union and its affiliates or collective negotiations with the Authority or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Representatives of the Union shall be permitted time off to attend negotiating sessions (plus up to two (2) hours prep time) with pay, provided the efficiency of the Authority is not affected. This paid time shall not be counted as hours worked for purposes of determining overtime.
- C. The following shall represent the employee's protection of rights:
1. An employee shall have the right to Union representation at each and every step of the grievance procedure set forth in this Agreement.
  2. 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.

3. No recording devices of any type shall be used during such disciplinary investigation.
4. 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.
5. 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. The employee shall be granted the right to a fair hearing of any and all charges made against him/her.
6. No employee shall be intimidated, coerced, or suffer any reprisal by the Authority for having exercised his rights under this Agreement.



ARTICLE 37  
INSPECTION PRIVILEGE

- A. It is agreed that Union duties and activities will not be carried on during hours of work, except as provided for in this Agreement. Upon prior notice to the Executive Director or his designee, Union officials shall have the right to enter the work place to satisfy themselves that this Agreement is be observed.
  
- B. Upon reasonable notice to the Authority and during regular business hours the Business Agent of the Union, their designated representatives or the shop steward, shall have the right to examine time sheets and other records pertaining to the computation of compensation or fringe benefits of any individuals whose pay is in dispute.

ARTICLE 38  
SHOP STEWARDS

- A. The Authority recognizes the right of the Union to designate shop stewards and alternates. The alternate will act only in the absence of the shop steward and in accordance with present practice.
- B. The authority of the shop steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
  - 1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
  - 2. The collection of dues when authorized by appropriate Union action.
  - 3. 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, slow downs, refusal to handle goods, or any other interferences with Authority's business.
- C. Shop stewards and alternates have no authority to take strike action, or any other action interrupting the Authority's business.
- D. The Authority recognizes the limitations upon the shop stewards 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 shop steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement.
- E. 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 provided during their working hours. 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 39  
RETIREMENT

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

ARTICLE 40  
LICENSE FEES

The Authority will pay the cost of the Haz Mat fingerprinting fee (effective 1/1/06) for applicable bargaining unit employees, plus up to four (4) hours to be fingerprinted. Bargaining unit employees will use good faith efforts to schedule the fingerprinting outside of their working hours.

The Authority will also pay annual New Jersey Wastewater Operator's license fees for applicable bargaining unit employees.

ARTICLE 41  
TERMINATION

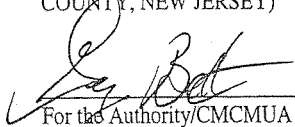
A. This Agreement shall be in full force and effect as of the date this Agreement is made (See Preamble) and shall remain in effect to and including December 31, 2009 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the 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 or a desire to change, modify or terminate this Agreement.

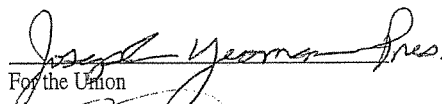
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this

16th day of November, 2006

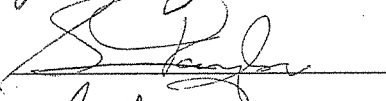
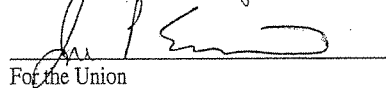
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UTILITIES AUTHORITY (CAPE MAY  
COUNTY, NEW JERSEY)

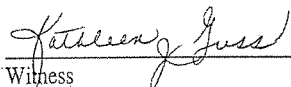
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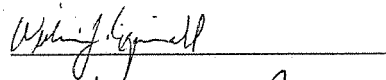
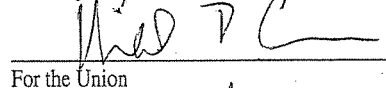
  
For the Authority/CMCMUA

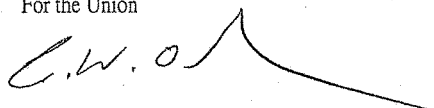
  
For the Union

  
For the Authority/CMCMUA

  
  
For the Union

  
Witness

  
  
For the Union



**SALARY SCHEDULES**

2005 PAY SCHEDULE FOR BARGAINING UNIT EMPLOYEES

4%

Effective January 1, 2005

**SCHEDULE A**

GRADE	MINIMUM	1	2	3	4	5	6	7	8	9
1	19,605	20,584	21,611	22,693	23,827	25,019	26,272	27,585	28,965	29,689
2	20,646	21,677	22,762	23,899	25,094	26,348	27,665	29,047	30,500	31,262
3	21,584	22,660	23,796	24,984	26,235	27,545	28,922	30,369	31,884	32,681
4	22,521	23,645	24,828	26,072	27,374	28,742	30,182	31,689	33,272	34,105
5	23,526	24,704	25,939	27,232	28,596	30,026	31,528	33,103	34,759	35,627
6	23,646	24,830	26,073	27,375	28,746	30,183	31,691	33,273	34,936	35,809
7	24,599	25,828	27,117	28,476	29,901	31,392	32,964	34,612	36,343	37,252
8	25,057	26,310	27,623	29,008	30,455	31,977	33,576	35,256	37,016	37,942
9	26,309	27,622	29,007	30,454	31,976	33,575	35,255	37,014	38,867	39,839
10	27,620	29,002	30,450	31,973	33,570	35,251	37,009	38,861	40,802	41,823
11	29,002	30,452	31,974	33,570	35,251	37,009	38,861	40,806	42,851	43,922
12	30,032	31,534	33,109	34,765	36,503	38,328	40,244	42,256	44,368	45,477
13	31,231	32,794	34,432	36,152	37,961	39,860	41,853	43,946	46,145	47,295
14	32,482	34,105	35,809	37,602	39,480	41,453	43,527	45,703	47,987	49,187
15	33,781	35,469	37,240	39,100	41,054	43,108	45,263	47,528	49,902	51,149
16	34,154	35,864	37,656	39,539	41,517	43,592	45,770	48,058	50,462	51,722
17	35,090	36,843	38,687	40,619	42,650	44,784	47,025	49,375	51,844	53,139
18	35,702	37,487	39,362	41,330	43,399	45,567	47,846	50,235	52,750	54,068
19	37,132	38,989	40,940	42,985	45,131	47,389	49,760	52,248	54,859	56,231
20	38,313	40,230	42,239	44,352	46,567	48,898	51,342	53,907	56,607	58,018
21	39,628	41,615	43,692	45,878	48,173	50,581	53,111	55,765	58,552	60,016



2006 PAY SCHEDULE FOR BARGAINING UNIT EMPLOYEES

**SCHEDULE B**

4%

Effective January 1, 2006

GRADE	MINIMUM	1	2	3	4	5	6	7	8	9
1	20,389	21,408	22,479	23,603	24,783	26,023	27,324	28,688	30,125	30,878
2	21,472	22,545	23,672	24,856	26,099	27,404	28,775	30,213	31,724	32,518
3	22,447	23,570	24,748	25,985	27,284	28,649	30,081	31,585	33,165	33,993
4	23,422	24,593	25,822	27,113	28,469	29,893	31,387	32,957	34,604	35,469
5	24,467	25,690	26,974	28,323	29,740	31,227	32,788	34,427	36,148	37,052
6	24,592	25,821	27,112	28,467	29,891	31,385	32,954	34,602	36,332	37,240
7	25,583	26,862	28,205	29,615	31,096	32,651	34,284	35,998	37,798	38,743
8	26,059	27,362	28,731	30,167	31,675	33,259	34,922	36,668	38,502	39,465
9	27,361	28,729	30,165	31,673	33,257	34,920	36,666	38,500	40,425	41,436
10	28,725	30,161	31,669	33,253	34,916	36,562	38,496	40,421	42,441	43,502
11	30,162	31,670	33,254	34,917	36,663	38,497	40,422	42,442	44,565	45,679
12	31,233	32,795	34,435	36,158	37,965	39,863	41,857	43,949	46,147	47,300
13	32,480	34,105	35,810	37,601	39,482	41,455	43,528	45,705	47,990	49,190
14	33,781	35,470	37,243	39,106	41,061	43,114	45,270	47,534	49,910	51,158
15	35,132	36,889	38,734	40,670	42,703	44,839	47,081	49,435	51,907	53,205
16	35,520	37,296	39,161	41,120	43,176	45,335	47,602	49,982	52,482	53,794
17	36,494	38,319	40,234	42,246	44,358	46,576	48,905	51,350	53,918	55,266
18	37,130	38,986	40,935	42,982	45,131	47,388	49,757	52,244	54,857	56,229
19	38,617	40,549	42,576	44,704	46,939	49,287	51,751	54,339	57,055	58,482
20	39,846	41,838	43,930	46,126	48,433	50,855	53,398	56,067	58,871	60,343
21	41,213	43,273	45,437	47,708	50,094	52,598	55,228	57,989	60,889	62,411

2007 PAY SCHEDULE FOR BARGAINING UNIT EMPLOYEES

**SCHEDULE C**

4.25%

Effective January 1, 2007

GRADE	MINIMUM	Effective January 1, 2007								
		1	2	3	4	5	6	7	8	9
1	21,256	22,318	23,434	24,606	25,836	27,129	28,485	29,907	31,405	32,190
2	22,385	23,503	24,678	25,912	27,208	28,569	29,998	31,497	33,072	33,900
3	23,401	24,572	25,800	27,089	28,444	29,867	31,359	32,927	34,575	35,438
4	24,417	25,638	26,919	28,265	29,679	31,163	32,721	34,358	36,075	36,976
5	25,507	26,782	28,120	29,527	31,004	32,554	34,181	35,890	37,684	38,627
6	25,637	26,918	28,264	29,677	31,161	32,719	34,355	36,073	37,876	38,823
7	26,670	28,004	29,404	30,874	32,418	34,039	35,741	37,528	39,404	40,390
8	27,167	28,525	29,952	31,449	33,021	34,673	36,406	38,226	40,138	41,142
9	28,524	29,950	31,447	33,019	34,670	36,404	38,224	40,136	42,143	43,197
10	29,946	31,443	33,015	34,666	36,400	38,220	40,132	42,139	44,245	45,351
11	31,444	33,016	34,667	36,401	38,221	40,133	42,140	44,246	46,459	47,620
12	32,560	34,189	35,898	37,695	39,579	41,557	43,636	45,817	48,108	49,310
13	33,860	35,554	37,332	39,199	41,160	43,217	45,378	47,647	50,030	51,281
14	35,217	36,977	38,826	40,768	42,806	44,946	47,194	49,554	52,031	53,332
15	36,625	38,457	40,380	42,398	44,518	46,745	49,082	51,536	54,113	55,466
16	37,030	38,881	40,825	42,868	45,011	47,262	49,625	52,106	54,712	56,080
17	38,045	39,948	41,944	44,041	46,243	48,555	50,983	53,532	56,210	57,615
18	38,708	40,643	42,675	44,809	47,049	49,402	51,872	54,484	57,188	58,619
19	40,258	42,272	44,385	46,604	48,934	51,382	53,950	56,648	59,480	60,967
20	41,539	43,616	45,797	48,086	50,491	53,016	55,667	58,450	61,373	62,908
21	42,965	45,112	47,368	49,736	52,223	54,833	57,575	60,454	63,477	65,063

2008 PAY SCHEDULE FOR BARGAINING UNIT EMPLOYEES

Effective January 1, 2008

SCHEDULE D  
4.25%

GRADE	MINIMUM	1	2	3	4	5	6	7	8	9
1	22,159	23,267	24,430	25,652	26,934	28,282	29,696	31,178	32,740	33,558
2	23,336	24,502	25,727	27,013	28,364	29,783	31,273	32,836	34,478	35,341
3	24,396	25,616	26,897	28,240	29,653	31,136	32,692	34,326	36,044	36,944
4	25,455	26,728	28,063	29,466	30,940	32,487	34,112	35,818	37,608	38,547
5	26,591	27,920	29,315	30,782	32,322	33,938	35,634	37,415	39,286	40,269
6	26,727	28,062	29,465	30,938	32,485	34,110	35,815	37,606	39,486	40,473
7	27,803	29,194	30,654	32,186	33,796	35,486	37,260	39,123	41,079	42,107
8	28,322	29,737	31,225	32,786	34,424	36,147	37,953	39,851	41,844	42,891
9	29,736	31,223	32,784	34,422	36,143	37,951	39,849	41,842	43,934	45,033
10	31,219	32,779	34,418	36,139	37,947	39,844	41,838	43,930	46,125	47,278
11	32,780	34,419	36,140	37,948	39,845	41,839	43,931	46,126	48,434	49,644
12	33,944	35,642	37,424	39,297	41,261	43,323	45,491	47,764	50,153	51,406
13	35,299	37,065	38,919	40,865	42,909	45,054	47,307	49,672	52,156	53,460
14	36,714	38,549	40,476	42,501	44,625	46,856	49,200	51,660	54,242	55,599
15	38,182	40,091	42,096	44,200	46,410	48,732	51,168	53,726	56,413	57,823
16	38,604	40,533	42,560	44,690	46,924	49,271	51,734	54,321	57,037	58,463
17	39,662	41,646	43,727	45,913	48,208	50,619	53,150	55,807	58,599	60,064
18	40,353	42,370	44,489	46,713	49,049	51,502	54,077	56,779	59,618	61,110
19	41,969	44,069	46,271	48,585	51,014	53,566	56,243	59,056	62,008	63,558
20	43,304	45,470	47,743	50,130	52,637	55,269	58,033	60,934	63,981	65,582
21	44,791	47,029	49,381	51,850	54,442	57,163	60,022	63,023	66,175	67,828

2009 PAY SCHEDULE FOR BARGAINING UNIT EMPLOYEES

SCHEDULE E

4.25%

Effective January 1, 2009

GRADE	MINIMUM	1	2	3	4	5	6	7	8	9
1	23,101	24,256	25,468	26,742	28,079	29,484	30,958	32,503	34,131	34,984
2	24,328	25,543	26,820	28,161	29,569	31,049	32,602	34,232	35,943	36,843
3	25,433	26,705	28,040	29,440	30,913	32,459	34,081	35,785	37,576	38,514
4	26,537	27,864	29,256	30,718	32,255	33,868	35,562	37,340	39,206	40,185
5	27,721	29,107	30,561	32,090	33,696	35,380	37,148	39,005	40,956	41,980
6	27,863	29,255	30,717	32,253	33,866	35,560	37,337	39,204	41,164	42,193
7	28,985	30,435	31,957	33,564	35,232	36,994	38,844	40,786	42,825	43,897
8	29,526	31,001	32,552	34,179	35,887	37,683	39,566	41,545	43,622	44,714
9	31,000	32,550	34,177	35,885	37,679	39,564	41,543	43,620	45,801	46,947
10	32,546	34,172	35,881	37,675	39,560	41,537	43,616	45,797	48,085	49,287
11	34,173	35,882	37,676	39,561	41,538	43,617	45,798	48,086	50,492	51,754
12	35,387	37,157	39,015	40,967	43,015	45,164	47,424	49,794	52,285	53,591
13	36,799	38,640	40,573	42,602	44,733	46,969	49,318	51,783	54,373	55,732
14	38,274	40,187	42,196	44,307	46,522	48,847	51,291	53,856	56,547	57,962
15	39,805	41,795	43,885	46,079	48,382	50,803	53,343	56,009	58,811	60,280
16	40,245	42,256	44,369	46,589	48,918	51,365	53,933	56,630	59,461	60,948
17	41,348	43,416	45,585	47,864	50,257	52,770	55,409	58,179	61,089	62,617
18	42,068	44,171	46,380	48,698	51,134	53,691	56,375	59,192	62,152	63,707
19	43,753	45,942	48,238	50,650	53,182	55,843	58,633	61,566	64,643	66,259
20	45,144	47,402	49,772	52,261	54,874	57,618	60,499	63,524	66,700	68,369
21	46,695	49,028	51,480	54,054	56,756	59,592	62,573	65,701	68,987	70,711



