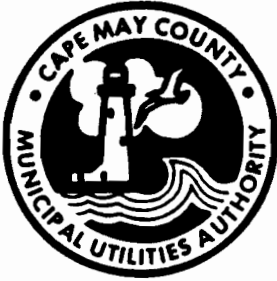


Contract no. 822



AGREEMENT BETWEEN

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

and

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

January 1, 1990 through December 31, 1992



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PREAMBLE

- A. This Agreement is hereby made this 3rd day of July, 1990, 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"), and LOCAL 195, INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS AFL/CIO (hereinafter referred to as the "Union").
- B. Any reference herein to the male gender shall be deemed to refer to the female gender as well.

ARTICLE 1

RECOGNITION

- A. The Authority 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, including: transfer station operator, weighmaster, senior heavy equipment mechanic, assistant mechanic/utility worker, senior heavy equipment operator, heavy equipment operator, transfer vehicle operator, laborer, utility worker, shift operator, laboratory technician, plant mechanic, senior electrician, electrician, utility worker/transfer vehicle operator, senior plant mechanic, composting operator, assistant composting operator, mechanic assistant, assistant mechanic/welder, and utility/operator trainee, but excluding managerial executives, confidential employees, police, supervisors, professional employees, clerical employees, seasonal employees and all other employees employed by the Authority.
- B. Part-time employees are defined as those employees working more than twenty (20) hours per week.

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

ARTICLE 2

PROBATIONARY PERIOD

- A. During the first four (4) months of continuous employment, an employee shall be considered a probationary employee, and the Authority may terminate his employment within that time without resort to the grievance procedure. This probationary period may be extended upon notice to the Union by one additional thirty (30) day period.
- B. Employees hired after July 3, 1990 at the new minimum level shall receive an increment after completion of the probationary period.
- C. Probationary employees are not permitted to apply for promotions and/or transfers.
- D. Once an employee passes his probationary period he shall not be discharged without just cause.

ARTICLE 3

DUES CHECKOFF, REPRESENTATION FEE, AND INDEMNIFICATION

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

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

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

deductions will begin with the first paycheck paid 30 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
4. The Union will notify the Authority in writing of any changes in the list provided for in paragraph 1, above, and/or reflected in any deductions made more than thirty (30) days after the Authority received said notice.
5. On or about the last day of each month, the Authority will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees.
6. The Union agrees that it has established and shall maintain at all times a demand and return system as provided by N.J.S.A. 34:13-5(c) and 5.6, and membership in the Union shall be available to all employees in the

unit on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the Authority shall immediately cease making said deductions.

7. The Union shall make a copy of its Demand and Return System together with any revisions thereto available to the Authority prior to the institution of this Article.

ARTICLE 4

UNION POLITICAL ACTION COMMITTEE DEDUCTIONS

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

ARTICLE 5

MANAGEMENT RIGHTS

- A. The Authority 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 and its properties and facilities and the on-the-job activities of its employees;
 2. To hire all employees and, subject to law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees;
 3. To suspend, demote, discharge or take other disciplinary action for good and just cause;
 4. To make all decisions relating to the Authority'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, such services would be more efficient.

B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Authority, 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 in its exclusive right to administer itself and control the work of its personnel, nor to deny or restrict the Authority 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 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 so requests, his steward may represent him. If an individual wants to represent himself, the steward may be present to present the Union's position. All grievances shall be signed by the individual or steward, or both.

B. PROCEDURE

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

STEP ONE: IMMEDIATE SUPERIOR

The aggrieved shall institute action in writing, on an official grievance form, under the provisions hereof within fifteen (15) calendar days after the event giving rise to

the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, who is not in the bargaining unit, for the purposes of resolving the matter informally. Failure to act within fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance. Either the immediate supervisor, the Chief of Operations and Maintenance or the Assistant Solid Waste Manager, Operations and Maintenance shall render a decision, in writing, within seven (7) calendar days after receipt of the grievance. With respect to grievances involving pay, the time shall run from the receipt of the paycheck causing the grievance.

STEP TWO: CHIEF ENGINEER/SOLID WASTE MANAGER

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

STEP THREE: EXECUTIVE DIRECTOR

If the grievance is not resolved to the satisfaction of the aggrieved at Step Two above, or if no timely answer is filed, the aggrieved shall, within five (5) calendar days after the response at Step Two, submit the grievance to the Executive Director of the Authority, or his designee. The Executive Director, or his designee, shall hold a hearing on such grievance within ten (10) calendar days after submission, and shall have ten (10) calendar days thereafter to render his decision. With respect to grievances not involving the express terms of this Agreement, his decision shall be final and binding upon the parties.

STEP FOUR: BINDING ARBITRATION

1. With respect only to those grievances involving the express terms of this Agreement, and in the event the grievance is not resolved to the Union's satisfaction at Step Three, or in the event the Executive Director has not served a timely written response at Step Three, then within thirty (30) calendar days after the response date set forth in Step Three, the Union may file for Arbitration in accordance with paragraph (2) below.
2. The Union may invoke binding arbitration by submitting a written request therefor to the Public Employment Relations Commission, with a copy of such request to

the Executive Director. Thereafter, binding arbitration proceedings shall be conducted pursuant to the Rules of the Public Employment Relations Commission, except as they may be expressly altered or modified herein.

3. The arbitrator shall be required to deliver to the parties a written award, coupled with a written opinion setting forth detailed reasons, findings of fact, and conclusions of law utilized in making his award, by no later than thirty (30) calendar 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 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.

5. Costs of the services of the arbitrator shall be borne equally by the Authority and the Union.
6. Additional costs incurred shall be borne by the party incurring same.
7. Nothing herein shall preclude the parties from agreeing on a particular arbitrator to serve in any particular case.

C. GENERAL PROVISIONS

1. Time limits expressed herein shall be construed as maximums; nothing shall preclude the parties from meeting or filing earlier, nor from extending them if mutually agreeable.
2. The Business Agent and/or International Representative of the Union may take part in the proceedings at the Third Step and above.
3. Employees taking part in grievance meetings and hearings shall suffer no loss in pay.
4. In the case of grievance involving discharges and suspensions, a grievance may be filed beginning with Step Two.
5. No grievance will be settled without the Union's approval. No individual may process a grievance beyond Step Three without the Union's approval.
6. Copies of grievances will be forwarded to the Chapter President at each step of the grievance procedure.

7. Upon acceptance of the decision rendered by management at any step, the grievant, his shop steward, and the Chapter President must sign the grievance form acknowledging settlement.
8. Sufficient notification, at least one (1) day, shall be given to the grievant and shop steward as to date and time of hearings.
9. After the decision has been rendered by management at Steps (1) and (2), 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 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 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 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 in insisting that all employees cease and desist immediately.
- C. The Union further agrees that the Authority shall have any and all recourse in law to restore normal working operations.
- D. The Union acknowledges that the employees represented by 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 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; whether the job requires a test (if known); and the procedure to be followed by employees interested in applying. Notice of non-bargaining unit positions shall be provided to the chapter president.
- B. A copy of each posted notice shall be forwarded to the Local Chapter President and the Union office at 49 West Prospect Street, East Brunswick, New Jersey 08816.
- C. Where a promotion or transfer is consummated as a result of the job posting procedure, the Authority will post the name of the individual appointed or transferred for seven (7) calendar days and will forward a copy to the Union Headquarters.
- D. It is agreed that eligible employees who are fully qualified and apply for a promotion or transfer in the bargaining unit will be given consideration over non-employees.
- E. The shop steward may apply for an employee on an authorized paid leave, so long as the employee confirms his interest in writing within seven (7) calendar days from the end of the initial posting period.

ARTICLE 11

BULLETIN BOARDS

- A. The Authority 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 meetings.
 - 4. Notices of Union social and recreational events.
 - 5. Notices concerning official Union business.
 - 6. Other notices concerning legitimate Union matters.

ARTICLE 12
PERSONNEL FILE

- A. Nothing adverse shall be entered into an employee's personnel file unless he has been apprised of same in writing.
- B. An employee upon written request to the Authority shall have an opportunity to review his personnel file in the presence of an appropriate official of the Authority.
- 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 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 as scheduled by the Authority 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 from time to time.
- C. Overtime at time and one-half (1-1/2) 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.
- F. There shall be no pyramiding of overtime or premium pay.
- G. The Authority reserves the right to schedule or reschedule employees in accordance with its needs, including but not limited to, scheduling Saturdays and Sundays as normal work days for some employees.

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

1. During period of emergencies, i.e., matters concerning public safety, major storms and disasters.
 2. When employees are assigned to jobs for training purposes.
- N. Employees called into work on their scheduled day(s) off shall work their regular schedule the balance of the week.
- O. When daily unscheduled overtime is required at the end of a shift, it will be assigned on a rotation seniority basis of the qualified employees within each job classification who are present at the facility at the time the need for the overtime is determined by the supervisor. This shall not apply to any job which has already been started by an employee; in such case, that employee may be assigned to complete the job, without regard to seniority.
- P. Insofar as practicable, where the same shift at a single solid waste facility has differing starting times, the most senior employee in each job classification shall have the first choice of starting time on that shift. Once assigned in this manner, starting times will only be changed at management discretion. This provision shall be considered a trial period for the duration of this contract only.

ARTICLE 14

SICK LEAVE

- A. All employees covered by this Agreement shall be granted sick leave with no loss of regular straight time pay of one (1) working day for each month of service, to a maximum of twelve (12) days per year. [Less than a month will be prorated].
- B. Sick leave may be used in fifteen (15) minute increments.
- C. Sick leave may be utilized only for bona fide illness, accident or exposure to contagious disease which necessitates absence from work. A certificate by the attending physician shall be required 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 at least one (1) hour prior to their scheduled shift. Such employee shall call prior to his scheduled shift for any day during which a sick day will be taken.
- E. Unused sick days may accumulate from year to year to a maximum of two hundred sixty (260) days total. Upon retirement after twenty-five (25) years of service with the Authority, an employee will receive twenty-five percent (25%) of his unused sick leave pay, up to a maximum payment of twenty-five hundred (\$2,500.00) dollars.

F. Effective with the signing of this Agreement, all employees who have perfect attendance (no sick leave) for a period of three months shall be granted one additional administrative leave day for each such period.

The three (3) month periods are defined as follows:

1. January 1st through March 31st
2. April 1st through June 30th
3. July 1st through September 30th
4. October 1st through December 31st

G. Two (2) sick days per year may be used to attend to a sick member of an employee's immediate family. (Defined as child or spouse only). The Authority reserves the right to require proof of illness.

ARTICLE 15

VACATIONS

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

First (1st) through the end of the Fourth (4th) year of service

- One (1) day per month to a maximum of twelve (12) days per year.

After the Fourth (4th) through the end of the Tenth (10th) year of service

- One and one-quarter (1-1/4) days per month to a maximum of fifteen (15) days per year.

After the Tenth (10th) year of service.

- One and one-half (1-1/2) days per month to a maximum of eighteen (18) 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, up to one year's accrual is deferred to the following year. In that event, the one year's accrual may be deferred to the next succeeding year only.
- C. Scheduling of all vacations shall be at the discretion of the Authority; however, seniority rights will be honored to the extent that they do not interfere with the

administration and/or operation of the Authority. The Authority 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 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, unless specific permission is granted by the Authority 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 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 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 for any reason, or is terminated for any reason, prior to accrual under paragraph A herein, the Authority 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:

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

- B. Holidays falling on Saturday or Sunday shall be celebrated on the previous Friday or the next Monday, respectively.
- C. Hours worked on a holiday shall be compensated at time and one-half (1-1/2) for those hours worked, in addition to eight (8) hours' holiday pay at straight time. Hours actually worked in excess of eight (8) on a holiday shall be compensated at double time and one-half (2-1/2).
- D. Employees who have a designated holiday fall on their regularly scheduled day off will celebrate the holiday on their next regularly-scheduled work day.
- E. An employee who is absent on a holiday when scheduled to work, or the day before a holiday, or on the day after a holiday shall not receive holiday pay unless such absence was approved in advance.

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

ARTICLE 17

BEREAVEMENT PAY

- A. All employees shall be granted up to a maximum of three (3) consecutive days leave, including the day of the funeral, without loss of regular straight time pay, upon the death of a member of his immediate family. In the event the deceased is being interred outside of the State of New Jersey at least two hundred (200) miles from the employee's home, one (1) additional consecutive day shall be granted.
- B. Immediate family is defined as spouse, children, parents, grandparents, legal guardians, grandchildren, brothers and sisters, and spouse's parents.
- C. In the event of a death in the employee's non-immediate 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. Non-immediate family is defined as brother-in-law, sister-in-law, step-brother, step-sister, 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.
- D. Employees shall cooperate with the Authority 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.
- F. The Authority reserves the right to require adequate proof of the time served on jury duty and the amount received for such service.
- G. Second shift employees who are required to serve on jury duty will be rescheduled to the first shift while serving on jury duty. All sections of this Article will apply to such rescheduled employees.

ARTICLE 19

MILITARY LEAVE

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

ARTICLE 20

LEAVE OF ABSENCE

- A. An official leave of absence may only be granted, in writing, by appropriate officials of the Authority.
- 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 System and Group Life Insurance Plan. However, no payments will be made by the Authority to the Health Benefit Plans, Public Employee Retirement Systems or contributory life insurance unless the employee agrees to bear the costs.
- D. A leave of absence shall not exceed thirty (30) days in length, after which it may be reconsidered, and any requested extension shall either be granted or denied.
- E. Employees are required to notify the Authority 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 shall have the sole discretion in matters of leaves of absence and each decision made shall be on its own merits. In no event shall the decision whether or not to grant a leave be precedential as to any other decision regarding a leave, nor shall denial be the subject of a grievance; however, an employee whose request has been denied shall have the right to a personal appearance before the Executive Director.

ARTICLE 21

TEMPORARY DISABILITY LEAVE (UNPAID)

- A. An official Temporary Disability Leave (TDL) without pay, may only be granted, in writing, by appropriate officials of the Authority.
- 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 that 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 10 days prior to the expiration of the previously approved TDL.

- C. The Authority 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 will have a twelve (12) month period within which to purchase the leave time for credit in the retirement system.
- E. Employees on an approved Temporary Disability Leave without pay will not be required to pay contributions for contributory life insurance which will be continued in force during the period of Temporary Disability.
- F. An employee on Temporary Disability Leave without pay does not accrue sick leave or vacation leave.
- G. Employees are required to notify the Authority 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, 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. "Classification Seniority" shall be defined as an employee's length of continuous service within his current specific classification.
- B. In the event an employee is promoted or transferred to another classification, he shall begin to accrue "classification seniority" on a daily basis. After the employee has worked in the new classification for twelve (12) months, his "classification seniority" shall be the same as "seniority"; prior to twelve (12) months in the new classification, his "classification seniority" shall be only actual time worked in the classification.
- C. Forty-five (45) days notice of layoff shall be provided to affected employees.
- D. For the purpose of layoff and recall, the last person placed in a classification shall be the first one to be laid off, and the last to be laid off shall be the first to be recalled in accordance with "classification seniority". Any employee displaced from a classification by layoff shall retain seniority rights in other classifications based upon

- "seniority". In such cases, employees shall have "bumping" rights into lower-rated job classifications, only for which they meet the established qualifications.
- E. Laid off employees shall remain on a recall list for two (2) years. Notice of recall shall be sent to the employee by certified mail or telegram to the employee's last address of Authority record. Recall notice shall not require return to work earlier than two (2) weeks from the date of notice.
 - F. Seniority of employees hired or placed into classification on the same date shall be established by impartial lottery; the procedures for such a lottery shall be mutually agreed upon by the parties.
 - G. When promotions are made, employees shall serve a probationary period of four (4) months in the new position, during which the Authority shall have the right to return the employee to his former position. This period may be extended by up to thirty (30) days upon notice to the Union.
 - H. Once per year, the Authority shall prepare and forward to the Union a seniority list of employees indicating classification and effective dates of employment with the Authority.
 - I. Seniority shall terminate: when the employee quits or resigns; when the employee is discharged; when the employee is laid off for a period in excess of two (2) years; upon absence without leave in excess of five (5) working days;

upon failure of an employee to accept recall within one (1) working week of notice of recall from the Authority; and upon failure to return from an approved leave of absence.

J. Employees on authorized leaves of absences (unpaid) shall not lose seniority rights, but shall not accrue seniority during such leaves; upon their return, anniversary dates will be adjusted accordingly.

K. The Authority 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 INSURANCE

- A. The Authority shall continue present health coverage at not less than such coverages as the County of Cape May may provide to its employees.
- B. The Authority, 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.

ARTICLE 24

UNIFORMS

- A. The Authority will continue to supply uniforms as it currently does.
- B. In addition, the Authority shall supply safety shoes to all employees except weighmasters. The type of shoes shall be as determined by the Authority.
- 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 when, in its discretion, it deems such replacement necessary.

ARTICLE 25

RELEASE TIME FOR UNION BUSINESS

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

ARTICLE 26

SAFETY AND HEALTH

- A. The Authority agrees to make reasonable provisions for the safety and health of employees.
- B. An employee shall have the right to notify his Supervisor of all hazardous safety conditions, and complaints of unsafe or unhealthful conditions shall be promptly investigated and corrections promptly initiated by the Authority.
- C. Union officials shall be granted access to the Authority's work sites during regular business hours upon advance notice to the Chief of Operations and Maintenance or Assistant Solid Waste Manager, Operations and Maintenance, in order to investigate complaints of unsafe or unhealthful conditions. A representative of the Authority 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, and recommend what corrective actions are needed to bring such conditions within established guidelines. The committee shall consist of up to two (2) representatives from management and up to two (2) representatives from the Union.

ARTICLE 27

REPORTING ACCIDENTS

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

ARTICLE 28

SEVERABILITY

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

ARTICLE 29

SUBCONTRACTING

- A. The Authority 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 contracts out or subcontracts work currently being performed by employees covered by this Agreement and such action results in layoff, the Authority 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

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.

ARTICLE 31

PRINTING OF AGREEMENT

- A. The Authority will reproduce this Agreement as soon as reasonably possible after signing, in sufficient quantities so that each employee in the negotiations 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 may place as part of the agreement a listing of benefits and costs provided to the employees by the Authority.

ARTICLE 32

TRAVEL REIMBURSEMENT

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

ARTICLE 33

ADMINISTRATIVE LEAVE

- A. All employees will be entitled to one (1) administrative leave day off per year.
- B. Unused administrative leave days may not accumulate from year to year.
- C. Administrative leave days may not be used on the day before or after a holiday.
- D. Employees shall provide one week's notice to their supervisor; if possible two weeks' notice will be provided.
- E. The administrative 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, but must be used during the first quarter of the said following year.

ARTICLE 34

LABOR/MANAGEMENT COMMITTEES

- A. The Union and the Authority 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'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/Mangement 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.
- C. Subject matter which the Labor/Management Committees might consider include, but are not limited to: quality of employee work; improved productivity; quality of work

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

- D. The Labor/Management Committees shall have no authority to add to, detract from or change the terms of this Agreement and shall take no action which interferes with Management Rights as enumerated in Article 5 of this Agreement.
- E. The parties' agreement to create these Labor/Management Committees is based upon their mutual understanding that this provision shall be considered a trial period for the duration of this contract only.

1990 PAY SCHEDULE FOR BARGAINING-UNIT EMPLOYEES

Effective January 1, 1990

Schedule A

<u>GRADE</u>	<u>MINIMUM</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
1	13,236	13,898	14,594	15,323	16,090	16,895
2	13,938	14,635	15,366	16,137	16,943	17,790
3	14,572	15,298	16,067	16,869	17,710	18,596
4	15,204	15,963	16,763	17,600	18,480	19,404
5	15,884	16,681	17,514	18,390	19,308	20,273
6	15,967	16,766	17,605	18,486	19,408	20,378
7	16,609	17,436	18,309	19,222	20,185	21,194
8	16,917	17,764	18,651	19,581	20,562	21,590
9	17,762	18,648	19,579	20,562	21,589	22,668
10	18,648	19,581	20,562	21,589	22,670	23,804
11	19,581	20,562	21,589	22,670	23,802	24,992
12	20,276	21,290	22,355	23,472	24,643	25,875
13	21,086	22,140	23,248	24,408	25,629	26,910
14	21,930	23,026	24,176	25,386	26,655	27,988
15	22,807	23,947	25,144	26,402	27,723	29,109
16	23,060	24,212	25,423	26,693	28,028	29,429
17	23,691	24,878	26,121	27,427	28,799	30,239
18	24,107	25,314	26,577	27,907	29,304	30,769
19	25,072	26,327	27,643	29,024	30,473	31,997
20	25,870	27,165	28,523	29,949	31,444	33,016
21	26,758	28,097	29,502	30,977	32,527	34,153

Schedule B

1990 PAY SCHEDULE FOR PARALINING-UNIT EMPLOYEES

Effective July 3, 1990

GRADE	(Old)		MINIMUM					(New)	
	MINIMUM	MAXIMUM	1	2	3	4	5	6	7
1	12,006	12,606	13,236	13,898	14,594	15,323	16,090	16,895	
2	12,642	13,274	13,938	14,635	15,366	16,137	16,943	17,790	
3	13,217	13,878	14,572	15,298	16,067	16,869	17,710	18,596	
4	13,790	14,480	15,204	15,963	16,763	17,600	18,480	19,404	
5	14,408	15,128	15,884	16,681	17,514	18,390	19,308	20,273	
6	14,483	15,207	15,967	16,766	17,605	18,486	19,408	20,378	
7	15,065	15,818	16,609	17,436	18,309	19,222	20,185	21,194	
8	15,344	16,111	16,917	17,764	18,651	19,581	20,562	21,590	
9	16,110	16,916	17,762	18,648	19,579	20,562	21,589	22,668	
10	16,914	17,760	18,648	19,581	20,562	21,589	22,670	23,804	
11	17,761	18,649	19,581	20,562	21,589	22,670	23,802	24,992	
12	18,390	19,310	20,276	21,290	22,355	23,472	24,643	25,875	
13	19,126	20,082	21,086	22,140	23,248	24,408	25,629	26,910	
14	19,891	20,886	21,930	23,026	24,176	25,386	26,655	27,988	
15	20,687	21,721	22,807	23,947	25,144	26,402	27,723	29,109	
16	20,916	21,962	23,060	24,212	25,423	26,693	28,028	29,429	
17	21,489	22,563	23,691	24,878	26,121	27,427	28,799	30,239	
18	21,866	22,959	24,107	25,314	26,577	27,907	29,304	30,769	
19	22,741	23,878	25,072	26,327	27,643	29,024	30,473	31,997	
20	23,465	24,638	25,870	27,165	28,523	29,949	31,444	33,016	
21	24,270	25,484	26,758	28,097	29,502	30,977	32,527	34,153	

Schedule C

1991 PAY SCHEDULE FOR BARGAINING-UNIT EMPLOYEES

Effective January 1, 1991

GRADE	MINIMUM	1	2	3	4	5	6	7	8
1	12,606	13,236	13,898	14,594	15,323	16,090	16,895	17,740	18,104
2	13,274	13,938	14,635	15,366	16,137	16,943	17,790	18,680	19,147
3	13,878	14,572	15,298	16,067	16,869	17,710	18,596	19,526	20,014
4	14,480	15,204	15,963	16,763	17,600	18,480	19,404	20,374	20,883
5	15,128	15,884	16,681	17,514	18,390	19,308	20,273	21,287	21,819
6	15,207	15,967	16,766	17,605	18,486	19,408	20,378	21,397	21,932
7	15,818	16,609	17,436	18,309	19,222	20,185	21,194	22,254	22,810
8	16,111	16,917	17,764	18,651	19,581	20,562	21,590	22,670	23,237
9	16,916	17,762	18,648	19,579	20,562	21,589	22,668	23,801	24,396
10	17,760	18,648	19,581	20,562	21,589	22,670	23,804	24,994	25,619
11	18,649	19,581	20,562	21,589	22,670	23,802	24,992	26,242	26,898
12	19,310	20,276	21,290	22,355	23,472	24,643	25,875	27,169	27,848
13	20,082	21,086	22,140	23,248	24,408	25,629	26,910	28,256	28,962
14	20,886	21,930	23,026	24,176	25,386	26,655	27,988	29,387	30,122
15	21,721	22,807	23,947	25,144	26,402	27,723	29,109	30,564	31,328
16	21,962	23,060	24,212	25,423	26,693	28,028	29,429	30,900	31,673
17	22,563	23,691	24,878	26,121	27,427	28,799	30,239	31,751	32,545
18	22,959	24,107	25,314	26,577	27,907	29,304	30,769	32,307	33,115
19	23,878	25,072	26,327	27,643	29,024	30,473	31,997	33,597	34,437
20	24,638	25,870	27,165	28,523	29,949	31,444	33,016	34,667	35,534
21	25,484	26,758	28,097	29,502	30,977	32,527	34,153	35,861	36,758

Schedule D

1992 PAY SCHEDULE FOR REMAINING-GRIT EMPLOYEES

Effective January 1, 1992

GRADE	MINIMUM	1	2	3	4	5	6	7	8
1	13,236	13,898	14,594	15,323	16,090	16,895	17,740	18,627	19,093
2	13,938	14,635	15,366	16,137	16,943	17,790	18,680	19,614	20,104
3	14,572	15,298	16,067	16,869	17,710	18,596	19,526	20,502	21,015
4	15,204	15,963	16,763	17,600	18,480	19,404	20,374	21,393	21,928
5	15,884	16,681	17,514	18,390	19,308	20,273	21,287	22,351	22,910
6	15,967	16,766	17,605	18,486	19,408	20,378	21,397	22,467	23,029
7	16,609	17,436	18,309	19,222	20,185	21,194	22,254	23,367	23,951
8	16,917	17,764	18,651	19,581	20,562	21,590	22,670	23,804	24,399
9	17,762	18,648	19,579	20,562	21,589	22,668	23,801	24,991	25,616
10	18,648	19,581	20,562	21,589	22,670	23,804	24,994	26,244	26,900
11	19,581	20,562	21,589	22,670	23,802	24,992	26,242	27,554	28,243
12	20,276	21,290	22,355	23,472	24,643	25,875	27,169	28,527	29,240
13	21,086	22,140	23,248	24,408	25,629	26,910	28,256	29,669	30,411
14	21,930	23,026	24,176	25,386	26,655	27,988	29,387	30,856	31,627
15	22,807	23,947	25,144	26,402	27,723	29,109	30,564	32,092	32,894
16	23,060	24,212	25,423	26,693	28,028	29,429	30,900	32,445	33,256
17	23,691	24,878	26,121	27,427	28,799	30,239	31,751	33,339	34,172
18	24,107	25,314	26,577	27,907	29,304	30,769	32,307	33,922	34,770
19	25,072	26,327	27,643	29,024	30,473	31,997	33,597	35,277	36,159
20	25,870	27,165	28,523	29,949	31,444	33,016	34,667	36,400	37,310
21	26,758	28,097	29,502	30,977	32,527	34,153	35,861	37,654	38,595

ARTICLE 35

COMPENSATION

- A. Effective retroactively to January 1, 1990, or to 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 5.0 percent, as illustrated in the attached "Schedule A".
- B. Effective July 3, 1990, "Schedule A" shall be adjusted by adding two steps at the beginning of the schedule, so that there will be a seven (7) step increment schedule as illustrated in the attached "Schedule B".
- C. Effective January 1, 1991, all members of the bargaining unit shall receive an additional increase in base hourly rates of 5.0 percent.
- D. Effective January 1, 1991, "Schedule B" shall be adjusted by adding one step at the end of the Schedule, so that there will be an eight (8) step increment schedule as illustrated in the attached "Schedule C".
- E. Effective January 1, 1992, all members of the bargaining unit shall receive an additional increase in base hourly rates of 5.0 percent, as illustrated in the attached "Schedule D".

- F. In addition to the above compensation, employees who are not at the maximum step for 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. In such event, the employee will be re-evaluated 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 re-evaluation 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. Employees promoted, who were employed prior to July 3, 1990, shall be advanced no lower than Step 2 on the new Wage Rate Schedules.
- H. The salary schedules for the duration of this Contract only are attached hereto as "Schedules A, B, C and D".
- I. It is specifically understood that base hourly rates and overtime are the only part of this Contract which are retroactive.

ARTICLE 36

TERMINATION

This Agreement shall be in full force and effect as of the date hereof and shall remain in effect to and including December 31, 1992 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 3rd day of July, 1990.

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

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

David Riley
For the Authority

Linda Owan, Capt. Pres.
For the Union

Donald C. Hutchinson
For the Authority

Charles W. Toborn
For the Union

SJ Churnick
Witness

Joseph E. Stungess
For the Union

SJ Churnick
Witness

