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A G R E E M E N T

BETWEEN

PASSAIC VALLEY WATER COMMISSION

AND

TEAMSTERS LOCAL #286, AN AFFILIATE
OF THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

1975 - 1976

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P R E A M B L E

WHEREAS, PASSAIC VALLEY WATER COMMISSION, hereinafter referred to as "PASSAIC VALLEY", and TEAMSTERS LOCAL #286, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as "UNION", have reached an agreement designed to promote and maintain a harmonious relationship between Passaic Valley and the Employees of Passaic Valley who may be affected by the provisions of this Agreement; and

WHEREAS, the Senate and General Assembly of the State of New Jersey have enacted Senate Bill No. 746, known as the "New Jersey Employer-Employee Relations Act" and which Bill is now known as Chapter 303 of the Laws of 1968, N.J.S.A. 34:13A-1 et seq.; and

WHEREAS, Passaic Valley is a public agency existing and operating pursuant to the provisions of N.J.S.A. 40:62-108 et seq., as amended and supplemented; and

WHEREAS, Passaic Valley is subject to the rules and regulations of the Civil Service Commission, as set forth in Title 11, N.J.S.A. by reason of the provisions of N.J.S.A. 40:62-150.1 and 150.2; and

WHEREAS, the parties hereto have agreed to enter into an agreement which shall be consistent with the provisions of the aforesaid N.J.S.A. 34:13A-1 et seq., and which shall not be inconsistent with the provisions of Title 11, N.J.S.A. as provided in N.J.S.A. 34:13A-1 et seq., as amended and supplemented; and

WHEREAS, the Union has presented proof that it represents a majority of public employees in an appropriate unit, as provided by N.J.S.A. 34:13A-5.3.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I
Recognition

SECTION 1.

Passaic Valley recognizes the right of the Union and its members, excepting such persons designated in N.J.S.A. 34:13A-5.3, as supplemented and amended, to be protected in their right, freely and without fear of penalty or reprisal, to join and to assist in employee organization or to refrain from such activity.

ARTICLE II
Union Security

SECTION 1.

All present employees who are members of the Union on the date of execution of this Agreement may remain members of the Union.

All new permanent employees who are hired during the term of this Agreement may become and remain members of the Union. Passaic Valley shall not interfere with or discourage the solicitation of membership.

SECTION 2.

Passaic Valley shall deduct and transmit monthly Union dues and other proper assessments from the earned wages or salary of each Union member, in accordance with the provisions of N.J.S.A. 52:14-15.9(e), as supplemented and amended.

SECTION 3.

Any request to stop deduction of Union dues shall be submitted in writing to Passaic Valley. Filing of notice of withdrawal shall be effective to stop deductions as of January first or July first next following the date on which the request is submitted.

ARTICLE III
Bulletin Boards

SECTION 1.

Passaic Valley shall permit reasonable use of its Bulletin Boards by the Union to post notices concerning Union business and activities.

ARTICLE IV
Suspension and Discharge

SECTION 1.

Passaic Valley has and retains the right to discharge and suspend any employee for just cause. Whenever an employee shall be charged with an infraction for which a suspension of two or more days shall be recommended by supervision, the supervisor of such employee shall present written formal charges to the Personnel Director. The charges shall be discussed in conference among the Personnel Director, the Supervisor, and the employee. Such employee shall have the right, upon request, to have a Union representative present at said conference following which the Personnel Director shall render a decision.

SECTION 2.

The employee shall have the right to appeal the decision of the Personnel Director in accordance with the grievance procedure herein contained.

ARTICLE V
Grievances and Arbitration

SECTION 1.

A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto, relating to any matter of wages, hours and working conditions, or any dispute between the parties involving interpretation or application of any provision of this agreement.

SECTION 2.

Any employee claiming to be aggrieved shall present his grievance in writing to the Personnel Director of Passaic Valley within five working days of its occurrence or such grievance shall be deemed to be waived by the employee and the Union.

SECTION 3.

In the event of such grievance, the steps hereinafter set forth shall be followed.

Step 1. The grievance shall be taken up informally between the employee and his immediate Supervisor.

Step 2. If the grievance is not settled during this conference, it shall be discussed in conference among the Union, the employee, his Supervisor and the Personnel Director. The Personnel Director shall render a written determination not later than five working days after the aforesaid conference.

Step 3. In the event the grievance is not settled by the procedure outlined in Step 2, then the grievance shall

be the subject of a conference among the Union, the Personnel Director and the General Superintendent of Passaic Valley, who shall render a written determination not later than five working days after the aforesaid conference.

Step 4. In the event the grievance is not settled by the prior procedures, then the grievance shall be the subject of conference between the Union and the Commissioners of Passaic Valley, which conference shall be held on or before the date of the next regular meeting of Passaic Valley, provided that at least ten working days shall elapse between the rendition of the General Superintendent's determination referred to in Step 3.

Step 5. In the event the grievance is not resolved by the procedures of the prior steps, the Union may, if it desires, appeal to the Public Employees Relations Commission, within ten working days, requesting that the Public Employees Relation Commission appoint an arbitrator to hear and determine the matter. The arbitrator so appointed shall have full power to hear and determine the matter, and his decision shall be final and binding upon all parties.

1. The cost and expenses of any arbitrator so appointed shall be shared equally by Passaic Valley and the Union.

2. The right to request arbitration shall be limited to the parties to this Agreement.

3. Any arbitrator appointed pursuant to this Agreement may not change, modify or substitute, add to or subtract from the provisions of this Agreement. No disputes arising out of any question pertaining to the renewal of this

Agreement or pertaining to the terms of any renewed Agreement shall be subject to the arbitration provisions of this Agreement.

4. In the event an arbitrator shall award retroactive pay to any employee or employees, the wages or salary which such employee or employees may have earned elsewhere during the period covered by the award shall be deducted from such award. Any such employee shall be required to furnish Passaic Valley with a sworn statement containing the name and address of every employer and the amount of earnings earned elsewhere during the period covered by the retroactive award or a sworn statement of "No Earnings" if that be the case, as a condition to receiving any retroactive payment.

5. Passaic Valley shall recognize the Union's authorized representatives and the Union shall recognize Passaic Valley's designated personnel for the adjustment of grievances, disputes and controversies which may arise. Such Union representatives may have reasonable opportunity to confer with employees during working hours with regard to any matter arising out of the employment relationship as may be affected by this Agreement. The Union representative shall be afforded reasonable time to transact such business without loss of pay; provided, however, that such representative shall give timely notice and secure permission from his Supervisor before being absent from his own work assignment.

SECTION 4.

Any and all provisions of this Agreement pertaining to grievances and arbitration shall be subject and subordinate

to the Civil Service Statutes and the provisions of Civil Service Rules and Regulations. The grievance procedures established herein shall not apply to any matter which is cognizable under the Civil Service Statutes or the Civil Service Rules and Regulations. The parties may, by mutual agreement, utilize the provisions of this Agreement to process grievances cognizable under the Civil Service Statutes, Rules and Regulations, as an alternative to Step 5 in Article V, Section 3.

ARTICLE VI
Statement of Policy on Discrimination

SECTION 1.

The parties shall not discriminate against any employee because of race, color, creed, religion, nationality or sex. No employee shall be discriminated against or interfered with because of proper Union activities.

SECTION 2.

All employees shall be entitled to fair and equitable treatment by Passaic Valley and the Union with regard to the terms and conditions of employment that affect them.

ARTICLE VII
Leave of Absence

SECTION 1.

Upon making timely written application, a permanent employee may apply to Passaic Valley for a leave of absence, without pay, for a period not exceeding 90 days. Such request shall include the reason therefor and Passaic Valley shall give due consideration to each application. Such leaves of absence may be renewed for an additional period, not to exceed 90 days, only by formal written application to Passaic Valley and subject to the approval of the Board of Commissioners.

ARTICLE VIII
Probationary or Trial Period

SECTION 1.

The procedures of the Civil Service Commission shall apply to all employees who are not on the permanent roll of Passaic Valley.

SECTION 2.

During any period prior to an employee's becoming permanent, Passaic Valley may discharge such employee for any reason whatsoever and without cause. Any employee so discharged shall not have recourse to the grievance procedure as herein set forth.

SECTION 3.

Any employee assigned or promoted to a higher position shall be deemed to be on trial in such higher position, and his status shall be determined by the provisions applicable thereto under the Civil Service Rules and Regulations.

SECTION 4.

No employee shall perform the duties of a higher classification except during the qualifying period, emergencies, or to fill in for sickness, vacation or other absence of a higher classified employee. After an employee has performed duties of a higher classification for 30 consecutive days, he shall receive the starting rate for the new classification or the step above his old rate, whichever is higher, but not exceeding the maximum for the new classification.

SECTION 5.

Passaic Valley shall have no obligation to re-employ any non-permanent employee who may be dismissed during his trial or probationary period.

ARTICLE IX
Work Week and Overtime

SECTION 1.

Office, Laboratory, and Clerical Employees

The normal work week for office, laboratory, and clerical employees shall be seven hours per day, five days per week, Monday through Friday, with the exception of employees in these categories who are required to work an eight hour day or on Saturday and/or Sunday because of special job requirements.

SECTION 2.

Other Employees, except Shift Employees

The normal work week for all other employees, except shift employees, shall be eight hours per day, five days per week, Monday through Friday.

SECTION 3.

Overtime Rates. Overtime at the rate of one and one-half times the regular hourly rate of pay shall be paid for all time worked in excess of the regular work day as defined in Section 1 and Section 2 of this Article. The regular hourly rate of pay shall be determined by dividing the employee's salary for a normal work week by 40. Overtime shall be computed on the basis of 15-minute periods, and undertime shall not be charged against overtime.

SECTION 4.

Overtime shall be paid as follows:

(a) For work in excess of seven hours a day or in excess of 35 hours per week with respect to office, laboratory and clerical employees, subject to the exception provided in

Article IX, Section 1; (b) For work in excess of eight hours per day or in excess of 40 hours per week with respect to all other employees as provided in Article IX, Section 2.

SECTION 5.

Each employee shall receive one and one-half times his regular rate of pay for work performed on Saturday as such, and twice his regular hourly rate of pay for work performed on Sunday as such, subject to the exceptions hereinbefore provided.

SECTION 6.

Shift employees working a seven day, 16 hour or 24 hour operation, shall be scheduled to work five days consisting of eight hours per day within a seven day period, excepting that a shift employee may be scheduled to work a sixth day once per month. Such shift employees shall not be paid overtime rate provided for Saturday and Sunday work as such, but shall be paid one and one-half times their regular rate of wages for any work performed on the sixth day, and twice the regular rate of wages for the seventh day worked in any seven-day period, except that any employee shall not receive such scheduled overtime pay unless he shall have worked his full scheduled work week as herein defined.

SECTION 7.

If a shift worker is not able to report for work because of illness he shall be required to call in at least four hours prior to the time he is scheduled to report for work on the Midnight to 8:00 A.M. shift and the 4:00 P.M. to Midnight shift, or he will be considered as being absent without pay.

If a shift worker is not able to report for work

because of illness he shall be required to call in at least one hour prior to the time he is scheduled to report for work on the 8:00 A.M. to 4:00 P.M. shift, or he will be considered as being absent without pay.

Passaic Valley shall have the right to assign any available employee to replace this employee absent without leave.

SECTION 8.

Whenever a shift employee shall be required to work on any paid holiday as set forth herein, which is the employee's scheduled day off, he shall receive the holiday pay and applicable rate of pay for time worked.

SECTION 9.

There shall be no pyramiding of overtime or premium rates; that is, an overtime or premium rate shall not be paid on any other overtime or premium rate.

Section 10.

Insofar as may be practicable, overtime work will be equally distributed among the employees in the various classifications normally used to perform such work.

Section 11.

Any employee who is required to perform any work on any day when he would normally be off duty shall be guaranteed four hours work at the applicable rate of pay, and in any event shall receive four hours pay for such call-in, at the applicable rate.

In the event that an employee completes his required work in less than four hours, he may then be assigned

other work for the remainder of his four hours or, if he so elects, may punch out and receive payment only for the actual time worked, but not less than one hour at the applicable rate.

SECTION 12.

All employees will be paid for the actual time worked as shown on the employees' time cards.

ARTICLE X
Holidays

SECTION 1.

For the purposes of this Agreement, the following shall be considered as paid holidays:

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans' Day
10. Thanksgiving Day
11. Friday following Thanksgiving Day
12. Christmas
13. General Election

SECTION 2.

Whenever any of the aforementioned holidays shall fall on Saturday, they shall be observed on the preceding Friday. Whenever any such holidays shall fall on Sunday, they shall be observed on the following Monday, subject to the provisions of law. Whenever a legal holiday shall occur on any scheduled work day, such holiday shall be counted as a day worked for the purpose of determining overtime for such work. Any employee (excluding shift workers to whom Article IX, Section 9 applies), who shall be required to work on such holidays shall receive twice his regular rate of pay (16 hours straight time).

SECTION 3.

Employees shall not be entitled to holiday pay, when they fail to work on the normal regularly scheduled day of work immediately preceding and immediately following the holiday. Absence for any of the following reasons shall be excused: (a) Death in the immediate family as defined in Article XIV, Section 2; (b) Absence because of illness, upon presentation of satisfactory medical proof of illness; (c) Accident arising out of and in the course of his employment and resulting in his inability to continue work for the day, in which case the employee, when requested by Passaic Valley, shall submit to medical examination; (d) Jury duty; and (e) Vacation.

ARTICLE XI
Longevity

SECTION 1.

Effective January 1, 1975, eligibility for longevity shall commence after the completion of five years of active service, and employees shall receive payment based on their regular salary or wages in accordance with the following schedule:

6 to 10 years, inclusive	-	4%
11 to 15 years, inclusive	-	5%
16 to 20 years, inclusive	-	6%
21 to 25 years, inclusive	-	8%
26 years and over	-	10%

SECTION 2.

All longevity pay shall be computed and paid on the anniversary date of each eligible employee. Percentage of longevity shall be based on the salary or wages which the employee shall receive on the aforesaid anniversary date.

ARTICLE XII
Vacations

SECTION 1.

All employees shall be entitled to a vacation in accordance with the following schedule:

1 - 5 years inclusive as of May 31st	12 days
6 - 10 years inclusive as of May 31st	15 days
11 - 15 years inclusive as of May 31st	17 days
16 years and over as of May 31st	22 days

SECTION 2.

If two or more employees in the same job classification, within the same department, shall have a dispute as to the date when they shall receive the vacation time, the employee with the greater seniority based on length of continuous service in that department, shall receive preference.

SECTION 3.

All employees shall receive their vacation pay in advance of their scheduled vacation leave.

ARTICLE XIII
Prior Benefits

SECTION 1.

The present policies and practices pertaining to life insurance, accidental death and dismemberment benefits,

hospitalization, major medical insurance, supplemental accident expense benefits, medical-surgical benefits, and sick leaves, shall be continued for the duration of this Agreement, except as herein specifically provided to the contrary.

SECTION 2.

Passaic Valley shall provide its employees with a prescription plan, effective as soon as practicable, but not later than July 1, 1975.

SECTION 3.

Passaic Valley agrees to continue to pay the premiums for Blue Cross, Blue Shield, and Major Medical coverage after the retirement of any employee with 25 years or more of service, for a period not to exceed five years following the date of such retirement. The coverage will be continued for two years for employees who retire on a disability retirement.

ARTICLE XIV

Sick Leave, Death Leave and Absences

SECTION 1.

The policies and practices pertaining to sick leave and absences heretofore established under the Rules and Regulations of the Department of Civil Service shall continue in full force and effect.

SECTION 2.

All employees shall be entitled to a three-day leave of absence in the event of the death of a member of his immediate family. "Immediate family" includes specifically the employee's spouse, children, brothers, sisters and parents. The Commission shall have sole discretion to grant such three-day leave of absence in the event of the death of a person other than a member of the immediate family, such as a foster parent.

ARTICLE XV
Seniority

SECTION 1.

The policies and practices pertaining to seniority heretofore established under the Rules and Regulations of the Department of Civil Service and by Veterans' Statutes shall continue in full force and effect.

SECTION 2.

In temporary appointments, promotions and shift assignments, seniority will be used to determine the assignments and appointments; provided that the employee has the ability and qualifications to perform the duties of said job, subject to the grievance procedure.

SECTION 3.

Nothing herein contained shall abrogate or in any way modify any of the rules or procedures of Civil Service. Wherever any provision of this Agreement shall conflict with any provision of Civil Service, the provisions of this Agreement shall be null and void to that extent.

ARTICLE XVI
Clothing Allowance

SECTION 1.

Whenever Passaic Valley shall require an employee to wear specific uniforms or work clothes or to use any specific equipment, the cost thereof shall be paid by Passaic Valley in accordance with Commission policy. The employee shall wear the uniform only while working for the employer (excepting safety shoes which may be worn at other times), and shall take proper care thereof. Employees are responsible for any loss of equipment and/or clothing which have been issued to them.

Passaic Valley agrees to assume the difference in cost between safety shoe and cost of the regular work shoe with a minimum allowance of \$6.00.

ARTICLE XVII
Sick Pay Upon Retirement

SECTION 1.

Upon retirement, an employee shall receive payment of 50% of his accumulated sick leave up to a maximum of \$3,000. This compensation shall be paid in a lump sum after the effective date of retirement or, at the option of the employee, in four quarterly installments on the first day of January, April, July and October, with payment beginning on the quarterly date next following the date of retirement. The foregoing shall be paid only insofar as it is permitted by law applicable at the time of retirement.

ARTICLE XVIII
Wages

SECTION 1.

All employees shall receive an increase of seven and one-half percent in wages or salary for the year 1975, effective January 1, 1975. Upon 15 days' notice by either party to the other, the parties agree that this Agreement may be reopened for the sole purpose of negotiating wages to become effective January 1, 1976. Such reopening shall be no later than October 1, 1975.

SECTION 2.

The wages and salaries for each employee shall be as set forth upon the books and records of Passaic Valley as heretofore maintained.

SECTION 3.

The increment progression from the minimum to the maximum rate in each classification shall be achieved on a

four year schedule: The amount of the increment shall be determined by subtracting the minimum rate from the maximum rate in each classification and dividing the difference by four.

ARTICLE XIX
Management Rights

SECTION 1.

Passaic Valley retains the exclusive right to direct the work force except as such right is affected or modified by the terms of this Agreement. This right shall include but not be limited to the right to direct, hire, promote, assign, suspend, demote and discharge or take such other disciplinary action "for just cause" with reference to its employees.

SECTION 2.

Passaic Valley shall have the right to make reasonable rules and regulations except as may be otherwise provided by the terms of this Agreement.

ARTICLE XX
Subcontracting of Work

SECTION 1.

If, during the term of this Agreement, the Commission contracts or subcontracts work normally performed by employees covered by this Agreement, affected employees will be given every priority available to continue their employment within their classification or any other eligible position available for which they are qualified, prior to layoff or similar action.

SECTION 2.

The Commission agrees to meet with the Union to discuss all layoff or job displacements.

ARTICLE XXI
Compensation Policy

SECTION 1.

During a period of absence due to injury incurred in the performance of duty, an injured employee may elect to receive his regular pay, if he has sufficient accumulated sick time. In that event, such absence shall be charged against his accumulated sick time at the rate of one-half sick day for each day absent.

ARTICLE XXII
Employee Safety

SECTION 1.

Passaic Valley shall form a safety committee consisting of representatives of Passaic Valley and the Union. The committee shall have the responsibility to investigate and recommend corrective action on unsafe and unhealthful conditions. The safety committee member representing the Union shall be permitted a reasonable opportunity to visit work locations throughout the Passaic Valley facilities where employees covered by this Agreement perform their duties, for the purpose of investigating safety and health conditions, during work hours with no loss in pay for a period not to exceed one hour per day when and if requested.

SECTION 2.

Passaic Valley will provide such safety devices as it shall determine to be appropriate for the protection of its employees, and the employees shall utilize such devices.

SECTION 3.

Employees shall not be required to work where conditions exist which violate safety rules and regulations of Passaic Valley. An employee whose work has been temporarily eliminated as a result of a hazardous condition may be assigned to other work in the interim.

SECTION 4.

Employee complaints of unsafe or unhealthful conditions shall be promptly investigated. Corrective action shall be initiated at the earliest time practicable to bring such conditions within safety guidelines.

SECTION 5.

Commission policy with respect to safety shoes shall continue as heretofore.

ARTICLE XXIII
Miscellaneous

SECTION 1.

No employee shall make or be requested to make any agreement or to enter into any understanding inconsistent with or conflicting with the terms of this Agreement.

SECTION 2.

Employees excepted from the provisions of this Agreement by the terms of N.J.S.A. 34:13A-5.3 shall not perform the work of other employees except in case of emergency.

SECTION 3.

No provision of this Agreement shall be construed or interpreted as to imply any reduction of present wages or working conditions.

ARTICLE XXIV
Strikes and Lock-Outs

SECTION 1.

The Union and the employees or either of them shall not call or engage in a strike or threats thereof for any cause whatsoever nor shall the Union or any of the employees cause or participate in any cessation of work, slowdown, work stoppage or interference of any kind with Passaic Valley operations, and Passaic Valley shall not institute a lock-out.

ARTICLE XXV
Saving Clause

SECTION 1.

Should any part or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or any judgment of a court of competent jurisdiction, the invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof.

ARTICLE XXVI
General Rules of Construction

In the construction of this Agreement, words and phrases shall be read and construed with their context, and shall, unless inconsistent with the manifest intent of the parties, or unless another or different meaning is expressly indicated, be given their generally accepted meaning, according to approved usage of the language. Technical words and phrases, and words and phrases having a special or accepted meaning within the operation of Passaic Valley, shall be construed in accordance with such technical or special and accepted meaning.

ARTICLE XXVII
Definitions

Unless it be otherwise expressly provided or there is something in the subject or context repugnant to such construction, the following definitions shall apply to this Agreement:

Number; Gender. Whenever, in describing or referring to any person, party, matter, or thing, any word importing the singular number or masculine gender is used, the same shall be understood to include and to apply to several persons or parties as well as to one person or party, and to females as well as males, and to several matters and things as well as to one matter or thing.


ARTICLE XXVIII
Duration of Agreement

SECTION 1.

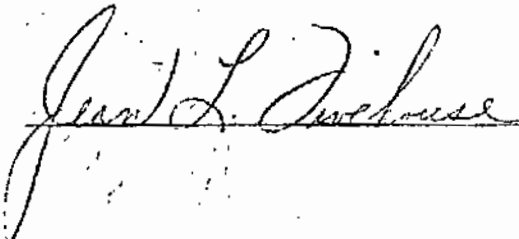
The duration of this Agreement shall extend through December 31, 1976.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents, this 27th day of MARCH 1975.

WITNESS:



ATTEST:



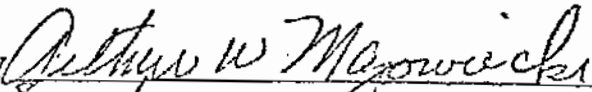
TEAMSTERS LOCAL NO. 286 AFFILIATED
WITH THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA

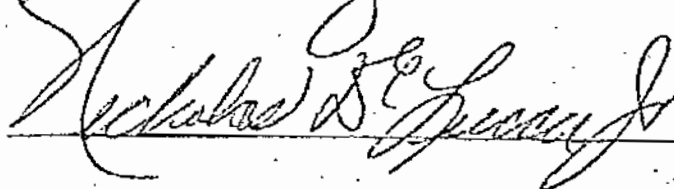
By



PASSAIC VALLEY WATER COMMISSION

By





APPENDIX "A" - SALARIES

The annual salaries of all employees in the bargaining unit are to be increased by \$500.00 retroactive to April 1, 1975, or the date of hire, whichever is later.

The annual salaries of all employees in the bargaining unit are to be increased by \$500.00 on October 1, 1975.

The annual salaries of all employees in the bargaining unit are to be increased by \$500.00 on April 1, 1976.

The annual salaries of all employees in the bargaining unit are to be increased by \$500.00 on October 1, 1976.

The increments are to be in steps of \$375.00 each and annual salaries will be adjusted by such increments on the anniversary date of hire.

Increments apply only between the minimum and maximum salary ranges as listed below:

<u>SERGEANT</u>		
<u>DATE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
April 1, 1975	\$6,575.00	\$8,075.00
October 1, 1975	7,075.00	8,575.00
April 1, 1976	7,575.00	9,075.00
October 1, 1976	8,075.00	9,575.00
<u>CAPTAIN</u>		
April 1, 1975	\$7,075.00	\$8,575.00
October 1, 1975	7,575.00	9,075.00
April 1, 1976	8,075.00	9,575.00
October 1, 1976	8,575.00	10,075.00

Increases in accordance with the above salary schedules shall be effective the first complete payroll period following the dates shown above.