

**AGREEMENT BETWEEN**  
**CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY**  
**CAPE MAY COUNTY, NEW JERSEY**  
**and**  
**TEAMSTERS LOCAL 331**  
**January 1, 2013 through December 31, 2016**



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PREAMBLE

1. This Agreement is hereby made 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, senior shift operator, senior project mechanic, solid waste administrative assistant but excluding managerial executives, confidential employees, 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.

- 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.
- F. Management or supervisor personnel will not perform bargaining unit work, unless in the event of an emergency or for training purposes.

ARTICLE 2  
PROBATIONARY PERIOD

- A. During the first four (4) months of continuous employment, an employee shall be considered a probationary employee, and the Authority/CMCMUA may terminate his employment within that time without resort to the grievance procedure. This probationary period may be extended upon notice to the Union by one (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 to 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/ CMCMUA will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees.

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 must be presented on Authority/CMCMUA issued Grievance Forms. All grievances shall be signed by the individual or steward, or both. There shall be only one (1) union representative present at a grievance hearing. If an individual wants to represent himself, the steward may be present to present the Union's position.

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 Steward 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 Business Agent within fifteen (15) working days of receipt of the grievance. The Executive Director, or designee, shall give their decision in writing within fifteen (15) 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 forty-five (45) 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.
- F. Postings for promotional/transfer opportunities must be either filled, canceled, or reposted within sixty (60) days.

**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 promptly regarding any 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 and will be required to stay at the site for a minimum of one (1) hour. Employee will receive two (2) hours pay within the first 4 hours for a second call back, with no automatic requirement to stay on site for a minimum of one (1) hour. 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 regularly employed full-time 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 his immediate supervisor 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 regularly employed full-time employees 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) through the end of the fifteenth (15th) year of service.	One and one-half ( $1^{1/2}$ ) 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 ( $1^{2/3}$ ) 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 half hour ( $1/2$  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 a maximum of five (5) vacation days.
- 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, regularly employed full-time 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 not scheduled to work on a holiday and is absent the day before or the day after the holiday, shall not receive holiday pay of eight (8) hours regular pay, unless such absence was approved in advance. An employee who works the holiday but is absent the day before or the day after a holiday, shall receive regular pay and overtime for any hours worked in excess of eight (8) hours for the holiday, unless such absence was approved in advance. If the employee presents a doctor's certification upon the return to work, then Management will count the holiday.

- F. An employee on any unpaid absence from the Authority for the day before the holiday, the holiday, and/or the day after the holiday, shall not receive holiday pay of eight (8) hours regular pay.
- G. 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 regularly employed full-time 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. The request for an official unpaid leave of absence must be submitted in writing on the “Form for Leave of Absence Without Pay” to the employee’s supervisor who shall forward it to the Department or Program Manager. The request must indicate the reason for the leave, the date leave will commence, and the expected duration of the leave. Final approval of any such leave will be granted in writing by the Executive Director, who may place such terms and conditions on the leave as he deems appropriate for each particular case.
- 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. During an unpaid leave of absence, an employee may not engage in any new, unapproved employment of any kind, whether full time, part time, or self employment.
- F. 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.
- G. 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 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/CMCMUA
- 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. Upon their return, anniversary dates as they pertain to merit increases and performance evaluations 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 provide medical coverage at not less than such coverages as the State of New Jersey may provide its employees, via the New Jersey State Health Benefits Program (NJSHBP) NJ DIRECT10-#050(1) Plan. The Authority/CMCMUA shall provide a prescription plan at no less coverage than the State of New Jersey provides to its employees, via the PRESCRIPTION DRUG PROGRAM #201 Plan. The Authority/CMCMUA shall provide a dental plan at no less coverage than the State of New Jersey makes available to its employees. The Authority/CMCMUA shall provide a vision plan equal to the plan in place as of January 1, 2013 as provided by UnitedHealthcare Vision (Spectera).
- 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. Employees who have health benefits coverage through other sources (proof of other coverage required) may waive their health benefits offered through the Authority/CMCMUA and receive \$2,500 per annum, payable on or about December 1st of each year, on a prorated basis. The payment will be prorated, as applicable, the first year the employee opts out of health benefits coverage. Under Chapter 2, P.L. 2010, multiple coverage in the NJSHBP or the New Jersey School Employees' Health Benefit Program (NJSEHBP) is prohibited. Payment to employees for waiving health is only permitted if other coverage is through a non-NJSHBP/NJSEHBP plan.
- D. In the event a husband and wife or partners in a civil union are both employed by the Authority/CMCMUA, only one (1) designated spouse/partner shall be afforded primary health benefits coverage, with the other spouse/partner covered under the health benefit

plan as a family member. Under Chapter 2, P.L. 2010, the non-designated spouse/partner is prohibited from receiving payment for waiver of coverage.

- E. 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.
- F. Employee contributions, by payroll deduction, to the premium costs of medical and prescription coverage, will be in accordance with the "Percentage of Premium Charts" in attached Schedule H. The four year phase-in, as outlined in Schedule H, for employees hired prior to January 1, 2013, is as follows: effective January 1, 2013 – Year 1; effective January 1, 2014 – Year 2; effective January 1, 2015 – Year 3; effective January 1, 2016 – Year 4. All employees hired on or after January 1, 2013, are at Year 4 of four-year phase-in. In no instance will an employee premium contribution be less than 1.5% of said employee's annual salary.

ARTICLE 24  
UNIFORMS

- A. The Authority/CMCMUA will supply uniforms to new regularly employed full-time 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 require 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. Employees shall wear a pair of steel or fiberglass tipped safety shoes that meet ANSI standards for their job classification. New employees will be responsible for the initial purchase of the safety shoes. The Authority/CMCMUA shall provide reimbursement up to \$100.00 upon disclosure of a purchase receipt and at the conclusion of the probationary period. The employee shall furnish this receipt to the Authority/CMCMUA within one (1) week of purchase. The Authority/CMCMUA shall supply safety shoes to all employees except weighmasters.
- 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 members shall be provided up to thirty (30) 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, Employees may use available vacation leave time. Request must be from the Union on their letterhead with two (2) weeks' advance notice. The Authority reserves its rights to deny release time if it adversely affects the Authority's Operations.
- C. The time referred to in Paragraph A is the total aggregate time for all Union members.
- 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 regular 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 presents the Authority's form "Certificate of Visit for Work-Related Treatment" to the Medical Provider for completion, and shall submit the completed form to his/her supervisor;
  - 4. the employee returns to work after the appointment to finish his shift;

5. 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 regular full-time employees will be entitled to two (2) personal leave day off per year.
- B. Newly hired regular employees shall receive personal leave as follows:
  - 1. For employees hired between January 1<sup>st</sup> and June 1<sup>st</sup>, two (2) personal leave days shall be granted for the remainder of the calendar year;
  - 2. For employees hired between June 2<sup>nd</sup> and November 1<sup>st</sup>, one (1) personal leave day shall be granted for the remainder of the calendar year;
  - 3. For employees hired between November 2<sup>nd</sup> and December 31<sup>st</sup>, no personal leave day shall be granted.
- C. Unused personal leave days may not accumulate from year to year.
- D. Personal leave days may be used on the day before or after a holiday.
- E. 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.
- F. The two (2) personal leave days received in the beginning of the year and the personal leave day earned for the last quarter of the year under the perfect attendance provision of the Sick Leave Article that is carried forward into the following year will be allowed to be used as emergency personal days with notification to the supervisor one (1) hour prior to the employee's shift.
- G. 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. ~~-~~Employees hired before January 1, 2013 remain on a nine (9) step grid with 5.0 percent step increases from Step 1 to Step 8 and a 2.5 percent step increase from Step 8 to Step 9, as illustrated in attached Schedule A through Schedule D. These employees will receive annual salary increases as follows: 2013 - 1.5 percent; 2014 - 1.5 percent; 2015 - 2.0 percent; 2016- 2.0 percent. The employees at Step 9 will receive annual salary increases as follows: 2013 - 1.5 percent; 2014 - 1.5 percent; 2015 - 2.0 percent; 2016 - 2.0 percent.
- B. Employees hired on or after January 1, 2013, but prior to the execution of this Agreement will be on a nine (9) step grid, as illustrated in attached Schedule A. Beginning on January 1, 2014, these employees will be placed on a seventeen (17) step grid, as illustrated in attached Schedule E. The placement from the nine (9) step grid to the seventeen (17) step grid will be made to a salary amount closest to the salary amount in effect on January 1, 2014, as illustrated in attached Schedule B, but will not result in a reduction of the salary in effect on January 1, 2014, as illustrated in attached Schedule E. These employees will receive annual salary increases as follows: 2013 – 1.5 percent; 2014 – 1.5 percent; 2015 – 2.0 percent; 2016 – 2.0 percent, as illustrated in attached Schedule A, Schedule B, Schedule E, Schedule F and Schedule G.
- Employees hired on or after the execution date of this Agreement will be placed on a seventeen (17) step grid, as appropriate for the year of hire, as illustrated in attached Schedule E, Schedule F and Schedule G. These employees will receive annual salary increases as follows: 2015 – 2.0 percent; 2016 – 2.0 percent, as illustrated in attached Schedule F and Schedule G.
- C. All employees are entitled to retroactive pay as listed above.

- D. Employees who are not at the maximum step of their grade shall receive their step increases 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".
- E. 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.
- F. The salary schedules for the duration of this Contract only are attached hereto as "Schedules A, B, C, D, E, F, G".

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 being 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 a shop steward at each facility. One of these shop stewards shall also serve as a chief shop steward for all bargaining unit employees.
- 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 regular pay to be fingerprinted. Bargaining unit employees will use good faith efforts to schedule the fingerprinting outside of their working hours.

“Applicable” employees are those employees in Authority job titles, which require the hazardous materials endorsement to the CDL driver’s license. These job titles are Composting Worker, Maintenance Worker and Utility Worker (Wastewater). Although not specifically required, Shift Operators who hold the hazardous materials endorsement have been requested to maintain this endorsement for operational flexibility to the Authority, and hence are eligible for reimbursement of fingerprinting costs.

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

The Authority shall reimburse the cost of renewal of a weighmaster license at 100 percent of the cost upon the Authority receiving a valid receipt of the cost of the license. The cost of the initial weighmaster license will be the responsibility of the employee.

ARTICLE 41  
TERMINATION

A. This Agreement shall be in full force and effect as of January 1, 2013 and shall remain in effect to and including December 31, 2016 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,

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 31<sup>ST</sup> day of March, 2014.

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

TEAMSTERS LOCAL 331

Charles M. Norpik  
For the Authority/CMCMUA

Charles W. Ash  
For the Union

Neil D. Co  
For the Union

[Signature]  
For the Union

Vincenette C. Di Cicco  
Witness

[Signature] 3/31/14  
For the Union

modify or terminate this Agreement.

## **SALARY SCHEDULES**

**2013 PAY SCHEDULE FOR BARGAINING UNIT EMPLOYEES**

**SCHEDULE A**

**1.50%**

**Effective January 1,  
2013**

<b>GRADE</b>	<b>MINIMUM</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
1	25,663	26,903	28,246	29,659	31,143	32,701	34,335	36,050	37,855	38,800
2	26,983	28,330	29,748	31,234	32,795	34,437	36,159	37,966	39,864	40,863
3	28,208	29,619	31,099	32,654	34,286	36,001	37,800	39,690	41,675	42,716
4	29,433	30,904	32,449	34,071	35,774	37,563	39,442	41,414	43,485	44,570
5	30,744	32,282	33,895	35,591	37,373	39,241	41,202	43,261	45,424	46,560
6	30,903	32,448	34,069	35,772	37,561	39,440	41,411	43,481	45,656	46,797
7	32,147	33,756	35,444	37,215	39,076	41,029	43,082	45,237	47,498	48,687
8	32,748	34,384	36,104	37,909	39,802	41,795	43,884	46,078	48,382	49,592
9	34,383	36,102	37,907	39,800	41,790	43,881	46,076	48,380	50,799	52,070
10	36,096	37,900	39,796	41,786	43,876	46,069	48,374	50,794	53,331	54,664
11	37,901	39,797	41,787	43,877	46,070	48,375	50,795	53,332	56,002	57,400
12	39,248	41,211	43,303	45,437	47,709	50,091	52,598	55,227	57,990	59,438
13	40,814	42,856	45,001	47,250	49,614	52,095	54,698	57,433	60,305	61,814
14	42,450	44,572	46,800	49,141	51,598	54,177	56,888	59,732	62,717	64,287
15	44,148	46,355	48,673	51,106	53,661	56,346	59,163	62,119	65,228	66,857
16	44,637	46,867	49,210	51,672	54,256	56,970	59,817	62,809	65,949	67,598
17	45,860	48,153	50,559	53,086	55,741	58,528	61,455	64,527	67,754	69,449
18	46,659	48,991	51,440	54,011	56,713	59,550	62,526	65,651	68,934	70,658
19	48,527	50,954	53,502	56,176	58,985	61,936	65,030	68,284	71,697	73,488
20	50,070	52,574	55,203	57,964	60,860	63,904	67,101	70,455	73,977	75,829
21	51,789	54,377	57,098	59,951	62,949	66,095	69,401	72,870	76,515	78,427

**2014 PAY SCHEDULE FOR BARGAINING UNIT EMPLOYEES**

**SCHEDULE B**

**1.50%**

**Effective January 1,  
2014**

<b>GRADE</b>	<b>MINIMUM</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
1	26,048	27,307	28,670	30,104	31,610	33,192	34,850	36,591	38,423	39,382
2	27,388	28,755	30,194	31,703	33,287	34,954	36,701	38,535	40,462	41,476
3	28,631	30,063	31,565	33,144	34,800	36,541	38,367	40,285	42,300	43,357
4	29,874	31,368	32,936	34,582	36,311	38,126	40,034	42,035	44,137	45,239
5	31,205	32,766	34,403	36,125	37,934	39,830	41,820	43,910	46,105	47,258
6	31,367	32,935	34,580	36,309	38,124	40,032	42,032	44,133	46,341	47,499
7	32,629	34,262	35,976	37,773	39,662	41,644	43,728	45,916	48,210	49,417
8	33,239	34,900	36,646	38,478	40,399	42,422	44,542	46,769	49,108	50,336
9	34,899	36,644	38,476	40,397	42,417	44,539	46,767	49,106	51,561	52,851
10	36,637	38,469	40,393	42,413	44,534	46,760	49,100	51,556	54,131	55,484
11	38,470	40,394	42,414	44,535	46,761	49,101	51,557	54,132	56,842	58,261
12	39,837	41,829	43,953	46,119	48,425	50,842	53,387	56,055	58,860	60,330
13	41,426	43,499	45,676	47,959	50,358	52,876	55,518	58,294	61,210	62,741
14	43,087	45,241	47,502	49,878	52,372	54,990	57,741	60,628	63,658	65,251
15	44,810	47,050	49,403	51,873	54,466	57,191	60,050	63,051	66,206	67,860
16	45,307	47,570	49,948	52,447	55,070	57,825	60,714	63,751	66,938	68,612
17	46,548	48,875	51,317	53,882	56,577	59,406	62,377	65,495	68,770	70,491
18	47,359	49,726	52,212	54,821	57,564	60,443	63,464	66,636	69,968	71,718
19	49,255	51,718	54,305	57,019	59,870	62,865	66,005	69,308	72,772	74,590
20	50,821	53,363	56,031	58,833	61,773	64,863	68,108	71,512	75,087	76,966
21	52,566	55,193	57,954	60,850	63,893	67,086	70,442	73,963	77,663	79,603

**2015 PAY SCHEDULE FOR BARGAINING UNIT EMPLOYEES**

**SCHEDULE C**

**2.00%**

**Effective January 1,  
2015**

<b>GRADE</b>	<b>MINIMUM</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
1	26,569	27,853	29,243	30,706	32,242	33,856	35,547	37,323	39,191	40,170
2	27,936	29,330	30,798	32,337	33,953	35,653	37,435	39,306	41,271	42,306
3	29,204	30,664	32,196	33,807	35,496	37,272	39,134	41,091	43,146	44,224
4	30,471	31,995	33,595	35,274	37,037	38,889	40,835	42,876	45,020	46,144
5	31,829	33,421	35,091	36,848	38,693	40,627	42,656	44,788	47,027	48,203
6	31,994	33,594	35,272	37,035	38,886	40,833	42,873	45,016	47,268	48,449
7	33,282	34,947	36,696	38,528	40,455	42,477	44,603	46,834	49,174	50,405
8	33,904	35,598	37,379	39,248	41,207	43,270	45,433	47,704	50,090	51,343
9	35,597	37,377	39,246	41,205	43,265	45,430	47,702	50,088	52,592	53,908
10	37,370	39,238	41,201	43,261	45,425	47,695	50,082	52,587	55,214	56,594
11	39,239	41,202	43,262	45,426	47,696	50,083	52,588	55,215	57,979	59,426
12	40,634	42,666	44,832	47,041	49,394	51,859	54,455	57,176	60,037	61,537
13	42,255	44,369	46,590	48,918	51,365	53,934	56,628	59,460	62,434	63,996
14	43,949	46,146	48,452	50,876	53,419	56,090	58,896	61,841	64,931	66,556
15	45,706	47,991	50,391	52,910	55,555	58,335	61,251	64,312	67,530	69,217
16	46,213	48,521	50,947	53,496	56,171	58,982	61,928	65,026	68,277	69,984
17	47,479	49,853	52,343	54,960	57,709	60,594	63,625	66,805	70,145	71,901
18	48,306	50,721	53,256	55,917	58,715	61,652	64,733	67,969	71,367	73,152
19	50,240	52,752	55,391	58,159	61,067	64,122	67,325	70,694	74,227	76,082
20	51,837	54,430	57,152	60,010	63,008	66,160	69,470	72,942	76,589	78,505
21	53,617	56,297	59,113	62,067	65,171	68,428	71,851	75,442	79,216	81,195

2016 PAY SCHEDULE FOR BARGAINING UNIT EMPLOYEES

SCHEDULE D

2.00%

Effective January 1,  
2016

GRADE	MINIMUM	1	2	3	4	5	6	7	8	9
1	27,100	28,410	29,828	31,320	32,887	34,533	36,258	38,069	39,975	40,973
2	28,495	29,917	31,414	32,984	34,632	36,366	38,184	40,092	42,096	43,152
3	29,788	31,277	32,840	34,483	36,206	38,017	39,917	41,913	44,009	45,108
4	31,080	32,635	34,267	35,979	37,778	39,667	41,652	43,734	45,920	47,067
5	32,466	34,089	35,793	37,585	39,467	41,440	43,509	45,684	47,968	49,167
6	32,634	34,266	35,977	37,776	39,664	41,650	43,730	45,916	48,213	49,418
7	33,948	35,646	37,430	39,299	41,264	43,327	45,495	47,771	50,157	51,413
8	34,582	36,310	38,127	40,033	42,031	44,135	46,342	48,658	51,092	52,370
9	36,309	38,125	40,031	42,029	44,130	46,339	48,656	51,090	53,644	54,986
10	38,117	40,023	42,025	44,126	46,334	48,649	51,084	53,639	56,318	57,726
11	40,024	42,026	44,127	46,335	48,650	51,085	53,640	56,319	59,139	60,615
12	41,447	43,519	45,729	47,982	50,382	52,896	55,544	58,320	61,238	62,768
13	43,100	45,256	47,522	49,896	52,392	55,013	57,761	60,649	63,683	65,276
14	44,828	47,069	49,421	51,894	54,487	57,212	60,074	63,078	66,230	67,887
15	46,620	48,951	51,399	53,968	56,666	59,502	62,476	65,598	68,881	70,601
16	47,137	49,491	51,966	54,566	57,294	60,162	63,167	66,327	69,643	71,384
17	48,429	50,850	53,390	56,059	58,863	61,806	64,898	68,141	71,548	73,339
18	49,272	51,735	54,321	57,035	59,889	62,885	66,028	69,328	72,794	74,615
19	51,245	53,807	56,499	59,322	62,288	65,404	68,672	72,108	75,712	77,604
20	52,874	55,519	58,295	61,210	64,268	67,483	70,859	74,401	78,121	80,075
21	54,689	57,423	60,295	63,308	66,474	69,797	73,288	76,951	80,800	82,819

**2014 SALARY SCHEDULE FOR BARGAINING-UNIT EMPLOYEES**

SCHEDULE E

1.50%

**Effective January 1, 2014**

	<b>MINIMUM</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>
1	26,048	26,700	27,366	28,051	28,753	29,472	30,208	30,964	31,737	32,531	33,344	34,178	35,032	35,908	36,806	37,726	38,668	39,382
2	27,388	28,073	28,774	29,493	30,231	30,986	31,760	32,555	33,369	34,203	35,058	35,935	36,833	37,754	38,698	39,666	40,657	41,476
3	28,631	29,347	30,081	30,833	31,603	32,394	33,203	34,034	34,885	35,756	36,651	37,566	38,506	39,468	40,455	41,467	42,503	43,357
4	29,874	30,622	31,387	32,171	32,975	33,801	34,645	35,512	36,399	37,309	38,242	39,198	40,178	41,183	42,212	43,267	44,349	45,239
5	31,205	31,986	32,785	33,605	34,446	35,306	36,189	37,093	38,021	38,971	39,946	40,944	41,968	43,017	44,093	45,195	46,325	47,258
6	31,367	32,150	32,954	33,778	34,623	35,488	36,376	37,285	38,217	39,172	40,152	41,155	42,184	43,239	44,319	45,427	46,563	47,499
7	32,629	33,445	34,281	35,138	36,016	36,918	37,840	38,786	39,756	40,749	41,768	42,812	43,883	44,980	46,104	47,257	48,438	49,417
8	33,239	34,071	34,921	35,795	36,689	37,608	38,547	39,511	40,500	41,510	42,550	43,613	44,704	45,820	46,966	48,140	49,343	50,336
9	34,899	35,772	36,666	37,582	38,522	39,485	40,472	41,484	42,520	43,584	44,673	45,791	46,935	48,108	49,312	50,544	51,808	52,851
10	36,637	37,554	38,492	39,455	40,442	41,453	42,489	43,551	44,640	45,755	46,900	48,076	49,273	50,505	41,769	53,063	54,390	55,484
11	38,470	39,432	40,416	41,427	42,464	43,525	44,613	45,729	46,871	48,044	49,245	50,476	51,738	53,031	54,356	55,715	57,108	58,261
12	39,837	40,833	41,854	42,900	43,972	45,071	46,199	47,353	48,537	49,750	50,994	52,269	53,576	54,916	56,289	57,696	59,138	60,330
13	41,426	42,462	43,524	44,612	45,727	46,870	48,041	49,243	50,474	51,736	53,030	54,354	55,713	57,106	58,534	59,999	61,498	62,741
14	43,087	44,165	45,268	46,401	47,560	48,749	49,968	51,217	52,497	53,809	55,155	56,533	57,947	59,397	60,881	62,403	63,963	65,251
15	44,810	45,931	47,079	48,256	49,462	50,699	51,967	53,266	54,598	55,963	57,362	58,795	60,265	61,772	63,317	64,899	66,522	67,860
16	45,307	46,438	47,599	48,789	50,009	51,260	52,541	53,855	55,202	56,581	57,995	59,447	60,931	62,456	64,016	65,617	67,257	68,612
17	46,548	47,712	48,904	50,127	51,380	52,664	53,981	55,331	56,714	58,131	59,586	61,075	62,601	64,166	65,771	67,415	69,100	70,491
18	47,359	48,542	49,755	51,001	52,275	53,582	54,922	56,295	57,702	59,144	60,623	62,138	63,691	65,285	66,916	68,590	70,304	71,718
19	49,255	50,486	51,748	53,042	54,368	55,728	57,121	58,548	60,013	61,513	63,051	64,627	66,242	67,899	69,596	71,336	73,120	74,590
20	50,821	52,091	53,393	54,729	56,097	57,499	58,937	60,411	61,921	63,468	65,055	66,681	68,348	70,057	71,809	73,605	75,444	76,966
21	52,566	53,881	55,227	56,608	58,023	59,474	60,961	62,485	64,048	65,648	67,289	68,971	70,696	72,463	74,275	76,131	78,034	79,603

**2015 SALARY SCHEDULE FOR BARGAINING-UNIT EMPLOYEES**

**SCHEDULE F**

**2.00%**

**Effective January 1, 2015**

	<b>MINIMUM</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>
1	26,569	27,234	27,913	28,612	29,328	30,061	30,812	31,583	32,372	33,182	34,011	34,862	35,733	36,626	37,542	38,481	39,441	40,170
2	27,936	28,634	29,349	30,083	30,836	31,606	32,395	33,206	34,036	34,887	35,759	36,654	37,570	38,509	39,472	40,459	41,470	42,306
3	29,204	29,934	30,683	31,450	32,235	33,042	33,867	34,715	35,583	36,471	37,384	38,317	39,276	40,257	41,264	42,296	43,353	44,224
4	30,471	31,234	32,015	32,814	33,635	34,477	35,338	36,222	37,127	38,055	39,007	39,982	40,982	42,007	43,056	44,132	45,236	46,144
5	31,829	32,626	33,441	34,277	35,135	36,012	36,913	37,835	38,781	39,750	40,745	41,763	42,807	43,877	44,975	46,099	47,252	48,203
6	31,994	32,793	33,613	34,454	35,315	36,198	37,104	38,031	38,981	39,955	40,955	41,978	43,028	44,104	45,205	46,336	47,494	48,449
7	33,282	34,114	34,967	35,841	36,735	37,656	38,597	39,562	40,551	41,564	42,603	43,668	44,761	45,880	47,026	48,202	49,407	50,405
8	33,904	34,752	35,619	36,511	37,423	38,360	39,318	40,301	41,310	42,340	43,401	44,485	45,598	46,736	47,905	49,103	50,330	51,343
9	35,597	36,487	37,399	38,334	39,292	40,275	41,281	42,314	43,370	44,456	45,566	46,707	47,874	49,070	50,298	51,555	52,844	53,908
10	37,370	38,305	39,262	40,244	41,251	42,282	43,339	44,422	45,533	46,670	47,838	49,038	50,258	51,515	42,604	54,124	55,478	56,594
11	39,239	40,221	41,224	42,256	43,313	44,396	45,505	46,644	47,808	49,005	50,230	51,486	52,773	54,092	55,443	56,829	58,250	59,426
12	40,634	41,650	42,691	43,758	44,851	45,972	47,123	48,300	49,508	50,745	52,014	53,314	54,648	56,014	57,415	58,850	60,321	61,537
13	42,255	43,311	44,394	45,504	46,642	47,807	49,002	50,228	51,483	52,771	54,091	55,441	56,827	58,248	59,705	61,199	62,728	63,996
14	43,949	45,048	46,173	47,329	48,511	49,724	50,967	52,241	53,547	54,885	56,258	57,664	59,106	60,585	62,099	63,651	65,242	66,556
15	45,706	46,850	48,021	49,221	50,451	51,713	53,006	54,331	55,690	57,082	58,509	59,971	61,470	63,007	64,583	66,197	67,852	69,217
16	46,213	47,367	48,551	49,765	51,009	52,285	53,592	54,932	56,306	57,713	59,155	60,636	62,150	63,705	65,296	66,929	68,602	69,984
17	47,479	48,666	49,882	51,130	52,408	53,717	55,061	56,438	57,848	59,294	60,778	62,297	63,853	65,449	67,086	68,763	70,482	71,901
18	48,306	49,513	50,750	52,021	53,321	54,654	56,020	57,421	58,856	60,327	61,835	63,381	64,965	66,591	68,254	69,962	71,710	73,152
19	50,240	51,496	52,783	54,103	55,455	56,843	58,263	59,719	61,213	62,743	64,312	65,920	67,567	69,257	70,988	72,763	74,582	76,082
20	51,837	53,133	54,461	55,824	57,219	58,649	60,116	61,619	63,159	64,737	66,356	68,015	69,715	71,458	73,245	75,077	76,953	78,505
21	53,617	54,959	56,332	57,740	59,183	60,663	62,180	63,735	65,329	66,961	68,635	70,350	72,110	73,912	75,761	77,654	79,595	81,195

**2016 SALARY SCHEDULE FOR BARGAINING-UNIT EMPLOYEES**

**SCHEDULE G**

**2.00%**

**Effective January 1, 2016**

<b>MINIMUM</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	
1	27,100	27,779	28,471	29,184	29,915	30,662	31,428	32,215	33,019	33,846	34,691	35,559	36,448	37,359	38,293	39,251	40,230	40,973
2	28,495	29,207	29,936	30,685	31,453	32,238	33,043	33,870	34,717	35,585	36,474	37,387	38,321	39,279	40,261	412,683	42,299	43,152
3	29,788	30,533	31,297	32,079	32,880	33,703	34,544	35,409	36,295	37,200	38,132	39,083	40,062	41,062	42,089	43,142	44,220	45,108
4	31,080	31,859	32,655	33,470	34,307	35,167	36,045	36,946	37,870	38,816	39,787	40,782	41,802	42,847	43,917	45,015	46,141	47,067
5	32,466	33,279	34,110	34,963	35,838	36,732	37,651	38,592	39,557	40,545	41,560	42,598	43,663	44,755	45,875	47,021	48,197	49,167
6	32,634	33,449	34,285	35,143	36,022	36,922	37,846	38,792	39,761	40,754	41,774	42,818	43,889	44,986	46,109	47,263	48,444	49,418
7	33,948	34,796	35,666	36,558	37,470	38,409	39,369	40,353	41,362	42,395	43,455	44,541	45,656	46,798	47,967	49,166	50,395	51,413
8	34,582	35,447	36,331	37,241	38,171	39,127	40,104	41,107	42,136	43,187	44,269	45,375	46,510	47,671	48,863	50,085	51,337	52,370
9	36,309	37,217	38,147	39,101	40,078	41,081	42,107	43,160	44,237	45,345	46,477	47,641	48,831	50,051	51,304	52,586	53,901	54,986
10	38,117	39,071	40,047	41,049	42,076	43,128	44,206	45,310	46,444	47,603	48,795	50,019	51,263	52,545	43,456	55,206	56,588	57,726
11	40,024	41,025	42,048	43,101	44,179	45,284	46,415	47,577	48,764	49,985	51,235	52,516	53,828	55,174	56,552	57,966	59,415	60,615
12	41,447	42,483	43,545	44,633	45,748	46,891	48,065	49,266	50,498	51,760	53,054	54,380	55,741	57,134	58,563	60,027	61,527	62,768
13	43,100	44,177	45,282	46,414	47,575	48,763	49,982	51,233	52,513	53,826	55,173	56,550	57,964	59,413	60,899	62,423	63,983	65,276
14	44,828	45,949	47,096	48,276	49,481	50,718	51,986	53,286	54,618	55,983	57,383	58,817	60,288	61,797	63,341	64,924	66,547	67,887
15	46,620	47,787	48,981	50,205	51,460	52,747	54,066	55,418	56,804	58,224	59,679	61,170	62,699	64,267	65,875	67,521	69,209	70,601
16	47,137	48,314	49,522	50,760	52,029	53,331	54,664	56,031	57,432	58,867	60,338	61,849	63,393	64,979	66,602	68,268	69,974	71,384
17	48,429	49,639	50,880	52,153	53,456	54,791	56,162	57,567	59,005	60,480	61,994	63,543	65,130	66,758	68,428	70,138	71,892	73,339
18	49,272	50,503	51,765	53,061	54,387	55,747	57,140	58,569	60,033	61,534	63,072	64,649	66,264	67,923	69,619	71,361	73,144	74,615
19	51,245	52,526	53,839	55,185	56,564	57,980	59,428	60,913	62,437	63,998	65,598	67,238	68,918	70,642	72,408	74,218	76,074	77,604
20	52,874	54,196	55,550	56,940	58,363	59,822	61,318	62,851	64,422	66,032	67,683	69,375	71,109	72,887	74,710	76,579	78,492	80,075
21	54,689	56,058	57,459	58,895	60,367	61,876	63,424	65,010	66,636	68,300	70,008	71,757	73,552	75,390	77,276	79,207	81,187	82,819

**PERCENTAGE OF PREMIUM CHART**

## SCHEDULE H

### PERCENTAGE OF PREMIUM CHARTS

**Note:** The following charts reflect the phase-in of contribution levels for employees employed on the contribution's effective date who will pay  $\frac{1}{4}$ ,  $\frac{1}{2}$ ,  $\frac{3}{4}$  and the full amount of the contribution rate during the phase-in years.

New employees hired on or after January 1, 2013, contribute at the Year 4 phase-in level.

January 1, 2013, represents the start of the Year 1 phase-in level.

#### HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE (PERCENTAGE OF PREMIUM)\*

Salary Range	Four Year Phase-In			
	Year 1	Year 2	Year 3	Year 4
less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000 – 24,999.99	1.38%	2.75%	4.13%	5.50%
25,000 – 29,999.99	1.88%	3.75%	5.63%	7.50%
30,000 – 34,999.99	2.50%	5.00%	7.50%	10.00%
35,000 – 39,999.99	2.75%	5.50%	8.25%	11.00%
40,000 – 44,999.99	3.00%	6.00%	9.00%	12.00%
45,000 – 49,999.99	3.50%	7.00%	10.50%	14.00%
50,000 – 54,999.99	5.00%	10.00%	15.00%	20.00%
55,000 – 59,999.99	5.75%	11.50%	17.25%	23.00%
60,000 – 64,999.99	6.75%	13.50%	20.25%	27.00%
65,000 – 69,999.99	7.25%	14.50%	21.75%	29.00%
70,000 – 74,999.99	8.00%	16.00%	24.00%	32.00%
75,000 – 79,999.99	8.25%	16.50%	24.75%	33.00%
80,000 – 94,999.99	8.50%	17.00%	25.50%	34.00%
95,000 and over	8.75%	17.50%	26.25%	35.00%

\* Member contribution is a minimum of 1.5% of base salary towards Health Benefits

## SCHEDULE H

### PERCENTAGE OF PREMIUM CHARTS HEALTH BENEFITS CONTRIBUTION FOR PARENT/CHILD COVERAGE (PERCENTAGE OF PREMIUM)\*

Salary Range	Four Year Phase-In			
	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.88%	1.75%	2.63%	3.50%
25,000 – 29,999.99	1.13%	2.25%	3.38%	4.50%
30,000 – 34,999.99	1.50%	3.00%	4.50%	6.00%
35,000 – 39,999.99	1.75%	3.50%	5.25%	7.00%
40,000 – 44,999.99	2.00%	4.00%	6.00%	8.00%
45,000 – 49,999.99	2.50%	5.00%	7.50%	10.00%
50,000 – 54,999.99	3.75%	7.50%	11.25%	15.00%
55,000 – 59,999.99	4.25%	8.50%	12.75%	17.00%
60,000 – 64,999.99	5.25%	10.50%	15.75%	21.00%
65,000 – 69,999.99	5.75%	11.50%	17.25%	23.00%
70,000 – 74,999.99	6.50%	13.00%	19.50%	26.00%
75,000 – 79,999.99	6.75%	13.50%	20.25%	27.00%
80,000 – 84,999.99	7.00%	14.00%	21.00%	28.00%
85,000 – 99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%

\* Member contribution is a minimum of 1.5% of base salary towards Health Benefits

## SCHEDULE H

### PERCENTAGE OF PREMIUM CHARTS

#### HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE (PERCENTAGE OF PREMIUM)\*

Salary Range	Four Year Phase-In			
	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000 – 29,999.99	1.00%	2.00%	3.00%	4.00%
30,000 – 34,999.99	1.25%	2.50%	3.75%	5.00%
35,000 – 39,999.99	1.50%	3.00%	4.50%	6.00%
40,000 – 44,999.99	1.75%	3.5%	5.25%	7.00%
45,000 – 49,999.99	2.25%	4.50%	6.75%	9.00%
50,000 – 54,999.99	3.00%	6.00%	9.00%	12.00%
55,000 – 59,999.99	3.50%	7.00%	10.50%	14.00%
60,000 – 64,999.99	4.25%	8.50%	12.75%	17.00%
65,000 – 69,999.99	4.75%	9.50%	14.25%	19.00%
70,000 – 74,999.99	5.50%	11.00%	16.50%	22.00%
75,000 – 79,999.99	5.75%	11.50%	17.25%	23.00%
80,000 – 84,999.99	6.00%	12.00%	18.00%	24.00%
85,000 – 89,999.99	6.50%	13.00%	19.50%	26.00%
90,000 – 94,999.99	7.00%	14.00%	21.00%	28.00%
95,000 – 99,999.99	7.25%	14.50%	21.75%	29.00%
100,000 – 109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

\* Member contribution is a minimum of 1.5% of base salary towards Health Benefits