

AGREEMENT BETWEEN
CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY
CAPE MAY COUNTY, NEW JERSEY
and
TEAMSTERS LOCAL 331

January 1, 2017 through December 31, 2019

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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 I & II, maintenance worker, composting worker, mechanic/welder, utility/operator trainee I & II, maintenance mechanic, senior shift operator, senior project mechanic, senior Transfer Station operator, Solid Waste electrician/mechanic, Solid Waste electrician/mechanic II, senior composting operator and solid waste administrative assistant, but excludes 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 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 supervisory 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 newly hired probationary employee, and the Authority/CMCMUA may terminate his employment within that time without resort to the grievance procedure. This newly hired probationary period may be extended upon notice to the Union by one (1) additional thirty (30) day period. Once a new employee passes his newly hired probationary period, he shall not be discharged without just cause.
- B. A newly hired probationary employee is not entitled to apply for promotions and/or transfers or to file a grievance except with respect to work safety or equipment safety.
- C. A newly hired probationary employee shall not work any overtime or premium pay days without the Authority/CMCMUA having first offered all such available work to non-probationary employees.

ARTICLE 3 - DUES, CHECKOFF, REPRESENTATION FEE, AND INDEMNIFICATION

- A. Dues and Initiation Fee: It is understood and agreed between the Authority/CMCMUA and the Union that the Authority/CMCMUA 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/CMCMUA), 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/CMCMUA 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/CMCMUA with authorization cards for dues checkoff and/or notify the Authority/CMCMUA which employees will be paying the representation fee instead of full dues.
- B. The Authority/CMCMUA 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/CMCMUA 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/CMCMUA 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/CMCMUA 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/CMCMUA 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/CMCMUA 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 qualifications, experience, skills, ability, attitude and attendance 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 lay-off 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. "Grievance" shall be defined as a complaint by an employee or employees because of an alleged violation, inequitable application or misinterpretation of this Agreement.

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: An employee who has a grievance shall first discuss it with the Shop Steward and the Supervisor in an attempt to resolve the matter informally. A grievance, to be considered under this procedure, must be initiated by the employee within ten (10) working days from the time that the employee knew of its occurrence.

STEP 2: If no solution can be reached in Step 1, the aggrieved employee may put the grievance in writing within five (5) working days of the informal grievance meeting with the Supervisor and the Shop 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 Shop Steward of the Union and the applicable Program Manager shall meet in an attempt to reach a satisfactory resolution. The applicable Program Manager will give a written answer within five (5) working days of the grievance meeting.

STEP 3: If the grievance is not settled in Step 2, 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 2. 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 4: **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 3, or in the event the Executive Director has not served a timely written response at Step 3, then within forty-five (45) calendar days after the response date set forth in Step 3, 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. 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.

B. 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 President of the Union may take part in the proceedings at Step 2 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 3.
5. No grievance will be settled without the Union's approval. No employee may process a grievance beyond Step 3 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 the Authority/CMCMUA at any step, the grievant, Shop Steward, and the Union President must sign the grievance form acknowledging settlement.
8. Sufficient notification, at least three (3) calendar 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 the Authority/CMCMUA at Steps 2 and 3, 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.
10. If an employee wants to represent himself, the Shop Steward may be present to present the Union's position. There shall be only one (1) union representative present at a grievance hearing.
11. All grievances must be presented on Authority/CMCMUA issued Grievance Forms. All grievances shall be signed by the employee(s) or Shop Steward, or both.

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, ancestry, marital or political status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, mental or physical disability (including AIDS or HIV infection), pregnancy (including pregnancy related medical condition), childbirth, liability for service in the United States armed forces, gender identity or expression, and/or any other characteristic protected by law.
- 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. It is agreed that eligible employees who meet the minimum qualifications of the posted position and apply for a promotion or transfer in the bargaining unit will be given priority over non-employees.
- B. 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 job; 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 Business Agent.
- C. 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.
- D. 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.
- E. Postings for promotional/transfer opportunities must be either filled, canceled, or reposted within seventy-five (75) days.
- F. To be eligible for a promotion, an employee must be in their current position and at their current facility for a period of at least seventy-five (75) days. The Authority/CMCMUA, in its sole discretion, reserves the right to waive this seventy-five (75) day period.
- G. When promotions are made, employees shall serve a probationary period of seventy (75) days in the new position, during which the Authority/CMCMUA shall have the right to return the employee to his former position or the employee may elect to return to his former position. The Authority/CMCMUA may extend this period up to thirty (30) days upon notice to the Union.
- H. 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.
- I. 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.

ARTICLE 11 - BULLETIN BOARDS

- A. The Authority/CMCMUA will provide bulletin boards to be used exclusively for the posting of Union notices.
- B. Material sanctioned and approved by the Union will be placed on the Union Bulletin Boards and 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.
- C. The Shop Steward shall acknowledge all notices on the Union Bulletin Boards as being approved by the Union for posting.

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 reasonable notice of a 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 record their version of any disputed item which may be contained in their file.
- 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 in the sole discretion of the Authority/CMCMUA.
- 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 scheduled in the sole discretion of the Authority/CMCMUA.
- 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 day or work week.
- I. Employees regularly working the second shift shall be paid a shift differential of thirty (\$0.30) 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 (\$0.60) 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. Employees called back to work after said employee has left Authority/CMCMUA property or before his next scheduled shift shall be paid four (4) hours, at time and one-half (1/2) their base rate, upon arrival at the work site and clocking in. If said clock-in time plus four (4) hours is either contiguous to or overlaps the start time of the employee's next scheduled shift, the employee shall be compensated at time and one-half (1/2) their base rate from the clock-in time through a maximum of two (2) hours into the start time of their next scheduled shift. An employee called back to work after the initial four (4) hour call back period has expired, shall be paid two (2) hours, at time and one-half (1/2) their base rate, upon arrival at the work site and clocking in. If

said clock-in time plus two (2) hours is either contiguous to or overlaps the start time of the employee's next scheduled shift, the employee shall be compensated at time and one-half (1/2) their base rate from the clock-in time through a maximum of one (1) hour into the start time of their next scheduled shift. An employee called back to work after the two (2) hour call back period has expired, shall be paid at time and one-half (1/2) their base rate upon arrival at the work site and clocking in, for each successive call back up to the start time of the employee's next scheduled shift.

- L. Employees called back to work after the respective initial call back, shall not be compensated for each additional call back within the four (4) hour and/or two (2) hour call back period.
- M. Employees who are required to carry a pager after hours that are responding, in a non-Authority provided vehicle, to any call back to work after the employee has left Authority/CMCMUA property or before his next scheduled shift shall be compensated at the IRS approved mileage rate multiplied by the round trip miles from their place of residence on file with the Authority/CMCMUA to the work site. Employees shall submit mileage reimbursement requests monthly. The Authority/CMCMUA shall pay the mileage reimbursement within thirty (30) days of submission.
- N. 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.
- O. 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.
- P. Employees called into work on their scheduled day(s) off shall work their regular schedule the balance of the week.
- Q. 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 thirty minutes (one-half 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. Sick days 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.
- H. When paid sick leave is taken either immediately before or after the use of weekly vacation time, personal days, Fridays and/or Mondays and there is evidence or a pattern that such use is an abuse of sick time, disciplinary action may be taken.
- I. Upon the death of a bargaining unit employee, fifty percent 50% of their accrued unused sick leave shall be paid to their designated beneficiaries indicated on the appropriate New Jersey Public Employees' Retirement System form, unless otherwise designated by the bargaining unit employee providing the bargaining unit employee has completed fifteen (15) or more years of continuous service with the Authority/CMCMUA, and the amount shall not exceed \$15,000.00.

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
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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.
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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.
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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.
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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.
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B. 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.

C. 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.

- D. Pay for the vacation period consists of regular base pay only, excluding overtime and premium pay of any type.
- E. 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) weeks' vacation per individual shall be allowable under this paragraph.
- F. 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.
- G. 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.
- H. 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
Presidents' Day	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 the Authority/CMCMUA will count the holiday and the employee will be charged sick leave.
- F. An employee on any unpaid absence from the Authority/CMCMUA 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 without loss of regular straight-time pay, upon the death of a member of his immediate family. All bereavement leave must be taken within three (3) weeks of the date of the death. 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, civil union partner, children, parents, step-parents, step-children, 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 non-immediate family, employees shall be entitled to one (1) day of leave to attend the funeral, without loss of regular straight-time pay. In the event the deceased is being interred outside of the State of New Jersey at least two hundred (200) miles from the employee's home, one (1) additional consecutive day shall be granted.
- D. Non-immediate family is defined as brother-in-law, sister-in-law, stepbrother, stepsister or 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 as the Court requires. After ten (10) working days attending jury duty, the Authority/CMCMUA may require presentation of proofs from the Court.
- 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. All military leave shall be provided in accordance with applicable USERRA, Federal and State laws.
- B. A copy of the military orders requiring the employee to report for such duty must be attached to the leave of absence request.

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 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.
- H. 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.

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 TDL under the following conditions:
 - 1. To be eligible for TDL, 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 TDL.
 - 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 TDL 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 TDL including periods of approved extension(s).
- D. Employees on an approved TDL 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.
- E. An employee on TDL without pay does not accrue sick leave or vacation leave.
- 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. 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 TDL.

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.

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. Upon retirement from the Authority/CMCMUA, eligible employees will be provided health benefits in accordance with the eligibility criteria and subject to the requirements of the Authority/CMCMUA's "Health Benefits Coverage at Retirement Policy" as referenced in Authority/CMCMUA Resolution No. 46-18, dated March 7, 2018 and attached hereto as Exhibit "A".
- F. Employee contributions, by payroll deduction, to the premium costs of medical and prescription coverage, will be in accordance with the "Health Benefits Contribution Percentage of Premium Charts" in attached Schedule G.

ARTICLE 24 - UNIFORMS/SAFETY SHOES

- A. The Authority/CMCMUA and the Union agree that each regularly employed full-time employee covered by this Agreement who is required to wear a uniform shall wear such uniform at all times and only while on Authority/CMCMUA business; failure to do so may subject the employee to disciplinary action.
- B. For the purpose of this Article, the term “uniform” shall be defined as pants/shirts, winter coat (as appropriate by weather and position), bib overalls (as appropriate by weather and position), T-shirts (as appropriate by weather and position) and safety shoes.
- C. Employees who do not properly maintain and/or report to work in proper uniform will not be permitted to work and shall be subject to disciplinary action.
- D. All uniform articles, except safety shoes, shall be turned in to the Authority/CMCMUA at time of separation.
- E. The following are to be supplied by the Authority/CMCMUA to each regularly employed full-time employee, except weighmasters:

PANTS/SHIRTS

- 1. Eleven (11) pants. Flame-Resistant pants will be supplied to employees per their job classification.
- 2. Eleven (11) long-sleeve collared shirts. Flame-Resistant shirts will be supplied to employees per their job classification.
 - a. The cost of lost or non-returned Authority/CMCMUA supplied uniform pants or shirts shall be the responsibility of the employee.
 - b. Improper use of the Authority/CMCMUA supplied pants/shirts will constitute the employee being charged for a replacement.
 - c. Maintenance of the pants/shirts shall be the sole responsibility of the Authority/CMCMUA.

WINTER COAT

- 1. One (1) winter coat – Employee may choose from the following models:
 - a. Carhartt Model #C003, Duck Traditional Coat/Artic Quilt-Lined with Carhartt Model #A02 Quilted Hood
 - b. Carhartt Model #J140, Duck Active Jac/Quilted Flannel Lined Waist with attached hood
 - c. Carhartt Model #101621, Flame-Resistant Duck Active/Quilt-Lined (if job classification requires Flame-Resistant clothing)

- d. Carhartt Model #101618, Flame-Resistant Duck Traditional Coat/Quilt-Lined without hood, (if job classification requires Flame-Resistant clothing)
 - e. Carhartt Model #100787, High-Vis Class 3 Jacket (All Solid Waste employees, except Electricians, will be supplied this make and model)
2. The Authority/CMCMUA reserves the right to change the supplied winter coat during this Contract, as long as, the supplied winter coat is a comparable winter coat to the make and model numbers referred to in WINTER COAT, Section 1.
 3. Winter coats shall be replaced every three (3) years, except when excessively damaged, when they may be replaced earlier upon the approval of the regularly employed full-time employee's supervisor. In either case, a winter coat shall be replaced only upon trade-in.
 4. Improper use of, or lack of proper maintenance of the winter coat, will constitute the employee being charged for a replacement.
 5. Maintenance of the winter coat shall be the sole responsibility of the employee off-site of Authority/CMCMUA property. Employees shall have the ability to utilize the Authority/CMCMUA washer/dryer to launder their winter coat in an emergent condition upon approval of their Supervisor.

BIB OVERALLS

1. One (1) pair – Employee may choose from the following models:
 - a. Carhartt Model #R41, Duck Zip-to-Thigh Bib Overall/Quilt Lined
 - b. Carhartt Model # R01, Duck Bib Overall/Unlined
 - c. Carhartt Model #101626, Flame-Resistant Duck Bib Overall/Quilt Lined (if job classification requires Flame-Resistant clothing)
2. The Authority/CMCMUA reserves the right to change the supplied Bib Overall during this Contract, as long as, the supplied Bib Overall is a comparable Bib Overall to the make and model numbers referred to in BIB OVERALLS, Section 1.
3. Bib overalls shall be provided to each regularly employed full-time employee whose job duties require the use of same.
4. Bib overalls shall be replaced only when excessively damaged at the approval of the regularly employed full-time employee's supervisor. The bib overalls shall be replaced only upon trade-in.
5. Improper use of, or lack of proper maintenance of the bib overalls, will constitute the employee being charged for a replacement.
6. Maintenance of bib overalls shall be the sole responsibility of the employee off-site

of Authority/CMCMUA property. Employees shall have the ability to utilize the Authority/CMCMUA washer/dryer to launder their bib overalls in an emergent condition upon approval of their Supervisor.

T-SHIRTS

1. Five (5) summer T-shirts
 - a. The Authority/CMCMUA shall purchase each regularly employed full-time employee said T-shirt allotment annually.
 - b. Improper use of, or lack of proper maintenance of the T-shirts, will constitute the employee not being able to seek a replacement T-shirt.
 - c. Maintenance of the T-shirts shall be the sole responsibility of the employee off-site of Authority/CMCMUA property.

SAFETY SHOES

1. Employees shall be responsible for the purchase of and shall wear a pair of steel or fiberglass tipped safety shoes that meet ANSI or ASTM standards for their job classification.
2. The Authority/CMCMUA shall provide a one-time annual reimbursement up to \$200.00 for the purchase of a pair or multiple pairs of safety shoes upon disclosure of a purchase receipt. If the cost of the employee's safety shoe(s) exceed the maximum annual allowance, the employee will be responsible for covering the excess cost. The Authority/CMCMUA shall pay the boot reimbursement within thirty (30) days of submission.
3. The employee shall furnish this receipt to the Authority/CMCMUA within one (1) week of purchase.
4. The Authority/CMCMUA shall reimburse all employees, except weighmasters, for the purchase of safety shoes.
5. New employees will be responsible for the initial purchase of safety shoes. At the successful conclusion of the new employee probationary period, the employee may submit for reimbursement of the initial purchase of safety shoes.
6. Employees shall wear safety shoes at all times while on duty; failure to do so may subject the employee to disciplinary action.
7. Safety shoes shall be kept in good condition by the employee. Safety shoes that have their integrity compromised (leather worn off the toe exposing the "Steel Toe", "Alloy Toe" or "Composite Toe", cracking in the exterior leather of the safety shoe, etc.), at the discretion of the Authority/CMCMUA, shall be replaced by the

employee at their own expense.

8. At no time shall open-toe shoes or flip-flops be worn by any regularly employed full-time employee while on Authority/CMCMUA business.

F. The Authority/CMCMUA shall annually supply regularly employed full-time weighmasters with five (5) short-sleeve golf shirts.

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/CMCMUA reserves its rights to deny release time if it adversely affects the Authority/CMCMUA'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.
- E. 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/CMCMUA is not affected. This paid time shall not be counted as hours worked for purposes of determining overtime.

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. Failure to wear or use required safety equipment or to follow *Authority/CMCMUA Safety Policies and Procedures* may be cause for disciplinary action.

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 outside employment either self-employment or 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/CMCMUA'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 1st and June 1st, two (2) personal leave days shall be granted for the remainder of the calendar year;
 - 2. For employees hired between June 2nd and November 1st, one (1) personal leave day shall be granted for the remainder of the calendar year;
 - 3. For employees hired between November 2nd and December 31st, 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.
- E. 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 35 - COMPENSATION

- A. Employees hired before January 1, 2013 shall remain on a nine (9) step grid as illustrated in attached Schedule A through Schedule C.
- B. Employees hired on or after January 1, 2013, shall remain on a seventeen (17) step grid as illustrated in attached Schedule D through Schedule F.
- C. Effective every January 1st for the duration of this Agreement, employees shall receive salary increases as follows: 2017 – four (4.0) percent; 2018 – one (1.0) percent; 2019 – one (1.0) percent. All employees are entitled to retroactive pay for 2017 and 2018.
- D. Employees who are not at the maximum step of their grade shall receive their step increases on their merit increase/evaluation 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 for those employees on the nine (9) step grid or four (4) increments of the range for those employees on the seventeen (17) step grid from which the employee is advanced, the employee will retain his merit increase/evaluation date. When, however, the total amount of pay increase is equal to or greater than two (2) increments of the range for those employees on the nine (9) step grid or four (4) increments of the range for those employees on the seventeen (17) step grid from which the employee is advanced, the employee shall be assigned a new merit increase/evaluation 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, and F".

ARTICLE 36 - EMPLOYEE RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Authority/CMCMUA 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/CMCMUA. As a duly selected body exercising governmental power and color of Laws of the State of New Jersey, the Authority/CMCMUA 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/CMCMUA or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. 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/CMCMUA and/or representatives of the Authority/CMCMUA 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/CMCMUA 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/CMCMUA 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/CMCMUA 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/CMCMUA's business.
- C. Shop Stewards and alternates have no authority to take strike action, or any other action interrupting the Authority/CMCMUA's business.
- D. The Authority/CMCMUA recognizes the limitations upon the Shop Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Authority/CMCMUA 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. Shop Stewards shall be permitted reasonable time to investigate, present, and process grievances on the property and off the property, with permission of the Authority/CMCMUA, 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 Shop Steward and employee are scheduled for work during that time.

ARTICLE 39 – RETIREMENT

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

ARTICLE 40 - LICENSE FEES

- A. The Authority/CMCMUA will pay the cost of the Haz Mat fingerprinting fee for applicable bargaining unit employees, plus up to three (3) hours regular pay to be fingerprinted. Bargaining unit employees will use good faith efforts to schedule the fingerprinting outside of their working hours.
- B. “Applicable” employees are those employees in Authority/CMCMUA 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/CMCMUA, and hence are eligible for reimbursement of fingerprinting costs.
- C. The Authority/CMCMUA will also pay annual New Jersey Public Wastewater Operator's license fees for applicable bargaining unit employees.
- D. The Authority/CMCMUA shall reimburse the cost of the initial and renewal of a weighmaster license at 100 percent of the cost upon the Authority/CMCMUA receiving a valid receipt of the cost of the license.

ARTICLE 41 - CDL MEDICAL EVALUATION

- A. The Authority/CMCMUA will permit Bargaining Unit Commercial Driver's License (CDL) holders two (2) hours at the end of the respective employee's work shift, per one (1) or two (2) year CDL Medical certificate cycle, to seek a CDL medical evaluation.
- B. The Authority/CMCMUA will permit, at a maximum, two (2) Bargaining Unit CDL holders per Authority/CMCMUA facility, per day, the ability to utilize the two (2) hours to seek a CDL Medical evaluation.
- C. Bargaining Unit CDL holders shall be required to notify and obtain approval for such two (2) hours' leave from their immediate supervisor, in writing, at least five (5) days in advance.
- D. The two (2) hours is solely to be utilized for the CDL medical evaluation.
- E. All costs associated with the CDL medical evaluation are the sole responsibility of the Bargaining Unit CDL holder.
- F. If additional CDL medical evaluations are ordered by the Federal Motor Carrier Safety Administration with subsequent medical evaluations, more frequently than one (1) per year, the sole responsibility is the Bargaining Unit CDL holder. The Bargaining Unit CDL holder shall follow existing procedures to utilize either vacation or personal leave time for follow-up CDL medical evaluations in accordance with the Agreement between the Authority/CMCMUA and the Union.

ARTICLE 42 - TERMINATION

This Agreement shall be in full force and effect as of January 1, 2017 and shall remain in effect to and including December 31, 2019 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing no sooner than one hundred-fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement or a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 21st day of May 2018.

**CAPE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY**

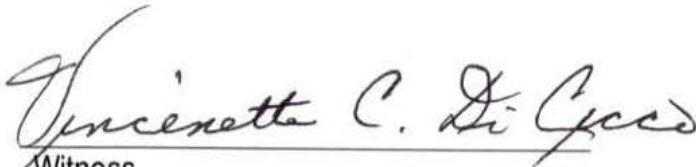
TEAMSTER LOCAL 331



Joseph V. Rizzuto
Executive Director



Marcus King
President



Witness

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SALARY SCHEDULES

SCHEDULE A

4.00%

Effective January 1, 2017

2017 SALARY SCHEDULE FOR BARGAINING UNIT EMPLOYEES

GRADE	MINIMUM	1	2	3	4	5	6	7	8	9
1	28,184	29,593	31,073	32,627	34,258	35,971	37,770	39,659	41,642	42,683
2	29,635	31,117	32,673	34,307	36,022	37,823	39,714	41,700	43,785	44,880
3	30,980	32,528	34,154	35,862	37,655	39,538	41,515	43,591	45,771	46,915
4	32,323	33,939	35,636	37,418	39,289	41,253	43,316	45,482	47,756	48,950
5	33,765	35,453	37,226	39,087	41,041	43,093	45,248	47,510	49,886	51,133
6	33,939	35,636	37,418	39,289	41,253	43,316	45,482	47,756	50,144	51,398
7	35,306	37,071	38,925	40,871	42,915	45,061	47,314	49,680	52,164	53,468
8	35,965	37,764	39,652	41,635	43,717	45,903	48,198	50,608	53,138	54,466
9	37,761	39,649	41,631	43,713	45,899	48,194	50,604	53,134	55,791	57,186
10	39,642	41,624	43,705	45,890	48,185	50,594	53,124	55,780	58,569	60,033
11	41,625	43,706	45,891	48,186	50,595	53,125	55,781	58,570	61,499	63,036
12	43,105	45,260	47,523	49,899	52,394	55,014	57,765	60,653	63,686	65,278
13	44,824	47,065	49,418	51,889	54,483	57,207	60,067	63,070	66,224	67,880
14	46,621	48,952	51,400	53,970	56,669	59,502	62,477	65,601	68,881	70,603
15	48,485	50,909	53,454	56,127	58,933	61,880	64,974	68,223	71,634	73,425
16	49,022	51,474	54,048	56,750	59,588	62,567	65,695	68,980	72,429	74,240
17	50,366	52,884	55,528	58,304	61,219	64,280	67,494	70,869	74,412	76,272
18	51,243	53,805	56,495	59,320	62,286	65,400	68,670	72,104	75,709	77,602
19	53,295	55,960	58,758	61,696	64,781	68,020	71,421	74,992	78,742	80,711
20	54,989	57,738	60,625	63,656	66,839	70,181	73,690	77,375	81,244	83,275
21	56,877	59,720	62,706	65,841	69,133	72,590	76,220	80,031	84,033	86,134

SCHEDULE B

1.00%

Effective January 1, 2018

2018 SALARY SCHEDULE FOR BARGAINING UNIT EMPLOYEES

GRADE	MINIMUM	1	2	3	4	5	6	7	8	9
1	28,466	29,889	31,383	32,952	34,600	36,330	38,147	40,054	42,057	43,108
2	29,931	31,428	32,999	34,649	36,381	38,200	40,110	42,116	44,222	45,328
3	31,289	32,854	34,497	36,222	38,033	39,935	41,932	44,029	46,230	47,386
4	32,646	34,279	35,993	37,793	39,683	41,667	43,750	45,938	48,235	49,441
5	34,102	35,807	37,597	39,477	41,451	43,524	45,700	47,985	50,384	51,644
6	34,279	35,993	37,793	39,683	41,667	43,750	45,938	48,235	50,647	51,913
7	35,659	37,442	39,314	41,280	43,344	45,511	47,787	50,176	52,685	54,002
8	36,325	38,141	40,048	42,050	44,153	46,361	48,679	51,113	53,669	55,011
9	38,139	40,046	42,048	44,150	46,358	48,676	51,110	53,666	56,349	57,758
10	40,038	42,040	44,142	46,349	48,666	51,099	53,654	56,337	59,154	60,633
11	42,041	44,143	46,350	48,668	51,101	53,656	56,339	59,156	62,114	63,667
12	43,536	45,713	47,999	50,399	52,919	55,565	58,343	61,260	64,323	65,931
13	45,272	47,536	49,913	52,409	55,029	57,780	60,669	63,702	66,887	68,559
14	47,087	49,442	51,914	54,510	57,236	60,098	63,103	66,258	69,571	71,310
15	48,970	51,418	53,989	56,688	59,522	62,498	65,623	68,904	72,349	74,158
16	49,513	51,988	54,587	57,316	60,182	63,191	66,351	69,669	73,152	74,981
17	50,870	53,413	56,084	58,888	61,832	64,924	68,170	71,579	75,158	77,037
18	51,755	54,343	57,060	59,913	62,909	66,054	69,357	72,825	76,466	78,378
19	53,828	56,519	59,345	62,312	65,428	68,699	72,134	75,741	79,528	81,516
20	55,539	58,316	61,232	64,294	67,509	70,884	74,428	78,149	82,056	84,107
21	57,445	60,318	63,334	66,501	69,826	73,317	76,983	80,832	84,874	86,996

SCHEDULE C

1.00%

Effective January 1, 2019

2019 SALARY SCHEDULE FOR BARGAINING UNIT EMPLOYEES

GRADE	MINIMUM	1	2	3	4	5	6	7	8	9
1	28,750	30,188	31,697	33,282	34,946	36,693	38,528	40,454	42,477	43,539
2	30,230	31,742	33,329	34,995	36,745	38,582	40,511	42,537	44,664	45,781
3	31,602	33,182	34,841	36,583	38,412	40,333	42,350	44,468	46,691	47,858
4	32,973	34,622	36,353	38,171	40,080	42,084	44,188	46,397	48,717	49,935
5	34,443	36,165	37,973	39,872	41,866	43,959	46,157	48,465	50,888	52,160
6	34,622	36,353	38,171	40,080	42,084	44,188	46,397	48,717	51,153	52,432
7	36,016	37,816	39,707	41,692	43,777	45,966	48,264	50,677	53,211	54,541
8	36,688	38,523	40,449	42,471	44,595	46,825	49,166	51,624	54,205	55,560
9	38,520	40,446	42,468	44,591	46,821	49,162	51,620	54,201	56,911	58,334
10	40,438	42,460	44,583	46,812	49,153	51,611	54,192	56,902	59,747	61,241
11	42,462	44,585	46,814	49,155	51,613	54,194	56,904	59,749	62,736	64,304
12	43,971	46,170	48,479	50,903	53,448	56,120	58,926	61,872	64,966	66,590
13	45,725	48,011	50,412	52,933	55,580	58,359	61,277	64,341	67,558	69,247
14	47,558	49,936	52,433	55,055	57,808	60,698	63,733	66,920	70,266	72,023
15	49,459	51,932	54,529	57,255	60,118	63,124	66,280	69,594	73,074	74,901
16	50,008	52,508	55,133	57,890	60,785	63,824	67,015	70,366	73,884	75,731
17	51,379	53,947	56,644	59,476	62,450	65,573	68,852	72,295	75,910	77,808
18	52,273	54,887	57,631	60,513	63,539	66,716	70,052	73,555	77,233	79,164
19	54,366	57,084	59,938	62,935	66,082	69,386	72,855	76,498	80,323	82,331
20	56,094	58,899	61,844	64,936	68,183	71,592	75,172	78,931	82,878	84,950
21	58,020	60,921	63,967	67,165	70,523	74,049	77,751	81,639	85,721	87,864

SCHEDULE D

4.00%

Effective January 1, 2017

2017 SALARY SCHEDULE FOR BARGAINING-UNIT EMPLOYEES

GRADE	MINIMUM	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
1	28,184	28,889	29,611	30,351	31,110	31,888	32,685	33,502	34,340	35,199	36,079	36,981	37,906	38,854	39,825	40,821	41,842	42,683
2	29,635	30,376	31,135	31,913	32,711	33,529	34,367	35,226	36,107	37,010	37,935	38,883	39,855	40,851	41,872	42,919	43,992	44,880
3	30,980	31,754	32,548	33,362	34,196	35,051	35,927	36,825	37,746	38,690	39,657	40,648	41,664	42,706	43,774	44,868	45,990	46,915
4	32,323	33,131	33,959	34,808	35,678	36,570	37,484	38,421	39,382	40,367	41,376	42,410	43,470	44,557	45,671	46,813	47,983	48,950
5	33,765	34,609	35,474	36,361	37,270	38,202	39,157	40,136	41,139	42,167	43,221	44,302	45,410	46,545	47,709	48,902	50,125	51,133
6	33,939	34,788	35,658	36,549	37,463	38,400	39,360	40,344	41,353	42,387	43,447	44,533	45,646	46,787	47,957	49,156	50,385	51,398
7	35,306	36,189	37,094	38,021	38,972	39,946	40,945	41,969	43,018	44,093	45,195	46,325	47,483	48,670	49,887	51,134	52,412	53,468
8	35,965	36,864	37,786	38,731	39,699	40,691	41,708	42,751	43,820	44,916	46,039	47,190	48,370	49,579	50,818	52,088	53,390	54,466
9	37,761	38,705	39,673	40,665	41,682	42,724	43,792	44,887	46,009	47,159	48,338	49,546	50,785	52,055	53,356	54,690	56,057	57,186
10	39,642	40,633	41,649	42,690	43,757	44,851	45,972	47,121	48,299	49,506	50,744	52,013	53,313	54,646	56,012	57,412	58,847	60,033
11	41,625	42,666	43,733	44,826	45,947	47,096	48,273	49,480	50,717	51,985	53,285	54,617	55,982	57,382	58,817	60,287	61,794	63,036
12	43,105	44,183	45,288	46,420	47,581	48,771	49,990	51,240	52,521	53,834	55,180	56,560	57,974	59,423	60,909	62,432	63,993	65,278
13	44,824	45,945	47,094	48,271	49,478	50,715	51,983	53,283	54,615	55,980	57,380	58,815	60,285	61,792	63,337	64,920	66,543	67,880
14	46,621	47,787	48,982	50,207	51,462	52,749	54,068	55,420	56,806	58,226	59,682	61,174	62,703	64,271	65,878	67,525	69,213	70,603
15	48,485	49,697	50,939	52,212	53,517	54,855	56,226	57,632	59,073	60,550	62,064	63,616	65,206	66,836	68,507	70,220	71,976	73,425
16	49,022	50,248	51,504	52,792	54,112	55,465	56,852	58,273	59,730	61,223	62,754	64,323	65,931	67,579	69,268	71,000	72,775	74,240
17	50,366	51,625	52,916	54,239	55,595	56,985	58,410	59,870	61,367	62,901	64,474	66,086	67,738	69,431	71,167	72,946	74,770	76,272
18	51,243	52,524	53,837	55,183	56,563	57,977	59,426	60,912	62,435	63,996	65,596	67,236	68,917	70,640	72,406	74,216	76,071	77,602
19	53,295	54,627	55,993	57,393	58,828	60,299	61,806	63,351	64,935	66,558	68,222	69,928	71,676	73,468	75,305	77,188	79,118	80,711
20	54,989	56,364	57,773	59,217	60,697	62,214	63,769	65,363	66,997	68,672	70,389	72,149	73,953	75,802	77,697	79,639	81,630	83,275
21	56,877	58,298	59,755	61,249	62,780	64,350	65,959	67,608	69,298	71,030	72,806	74,626	76,492	78,404	80,364	82,373	84,432	86,134

SCHEDULE E

1.00%

Effective January 1, 2018

2018 SALARY SCHEDULE FOR BARGAINING-UNIT EMPLOYEES

GRADE	MINIMUM	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
1	28,466	29,177	29,906	30,654	31,420	32,206	33,011	33,836	34,682	35,549	36,438	37,349	38,283	39,240	40,221	41,227	42,258	43,108
2	29,931	30,679	31,446	32,232	33,038	33,864	34,711	35,579	36,468	37,380	38,315	39,273	40,255	41,261	42,293	43,350	44,434	45,328
3	31,289	32,072	32,874	33,696	34,538	35,401	36,286	37,193	38,123	39,076	40,053	41,054	42,080	43,132	44,210	45,315	46,448	47,386
4	32,646	33,463	34,300	35,158	36,037	36,938	37,861	38,808	39,778	40,772	41,791	42,836	43,907	45,005	46,130	47,283	48,465	49,441
5	34,102	34,955	35,829	36,725	37,643	38,584	39,549	40,538	41,551	42,590	43,655	44,746	45,865	47,012	48,187	49,392	50,627	51,644
6	34,279	35,136	36,014	36,914	37,837	38,783	39,753	40,747	41,766	42,810	43,880	44,977	46,101	47,254	48,435	49,646	50,887	51,913
7	35,659	36,550	37,464	38,401	39,361	40,345	41,354	42,388	43,448	44,534	45,647	46,788	47,958	49,157	50,386	51,646	52,937	54,002
8	36,325	37,233	38,164	39,118	40,096	41,098	42,125	43,178	44,257	45,363	46,497	47,659	48,850	50,071	51,323	52,606	53,921	55,011
9	38,139	39,092	40,069	41,071	42,098	43,150	44,229	45,335	46,468	47,630	48,821	50,042	51,293	52,575	53,889	55,236	56,617	57,758
10	40,038	41,039	42,065	43,117	44,195	45,300	46,433	47,594	48,784	50,004	51,254	52,535	53,848	55,194	56,574	57,988	59,438	60,633
11	42,041	43,092	44,169	45,273	46,405	47,565	48,754	49,973	51,222	52,503	53,816	55,161	56,540	57,954	59,403	60,888	62,410	63,667
12	43,536	44,624	45,740	46,884	48,056	49,257	50,488	51,750	53,044	54,370	55,729	57,122	58,550	60,014	61,514	63,052	64,628	65,931
13	45,272	46,404	47,564	48,753	49,972	51,221	52,502	53,815	55,160	56,539	57,952	59,401	60,886	62,408	63,968	65,567	67,206	68,559
14	47,087	48,265	49,472	50,709	51,977	53,276	54,608	55,973	57,372	58,806	60,276	61,783	63,328	64,911	66,534	68,197	69,902	71,310
15	48,970	50,194	51,449	52,735	54,053	55,404	56,789	58,209	59,664	61,156	62,685	64,252	65,858	67,504	69,192	70,922	72,695	74,158
16	49,513	50,751	52,020	53,321	54,654	56,020	57,421	58,857	60,328	61,836	63,382	64,967	66,591	68,256	69,962	71,711	73,504	74,981
17	50,870	52,142	53,446	54,782	56,152	57,556	58,995	60,470	61,982	63,532	65,120	66,748	68,417	70,127	71,880	73,677	75,519	77,037
18	51,755	53,049	54,375	55,734	57,127	58,555	60,019	61,519	63,057	64,633	66,249	67,905	69,603	71,343	73,127	74,955	76,829	78,378
19	53,828	55,173	56,552	57,966	59,415	60,900	62,423	63,984	65,584	67,224	68,905	70,628	72,394	74,204	76,059	77,960	79,909	81,516
20	55,539	56,927	58,350	59,809	61,304	62,837	64,408	66,018	67,668	69,360	71,094	72,871	74,693	76,560	78,474	80,436	82,447	84,107
21	57,445	58,881	60,353	61,862	63,409	64,994	66,619	68,284	69,991	71,741	73,535	75,373	77,257	79,188	81,168	83,197	85,277	86,996

SCHEDULE F

1.00%

Effective January 1, 2019

2019 SALARY SCHEDULE FOR BARGAINING-UNIT EMPLOYEES

GRADE	MINIMUM	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
1	28,750	29,469	30,206	30,961	31,735	32,528	33,341	34,175	35,029	35,905	36,803	37,723	38,666	39,633	40,624	41,640	42,681	43,539
2	30,230	30,986	31,761	32,555	33,369	34,203	35,058	35,934	36,832	37,753	38,697	39,664	40,656	41,672	42,714	43,782	44,877	45,781
3	31,602	32,392	33,202	34,032	34,883	35,755	36,649	37,565	38,504	39,467	40,454	41,465	42,502	43,565	44,654	45,770	46,914	47,858
4	32,973	33,797	34,642	35,508	36,396	37,306	38,239	39,195	40,175	41,179	42,208	43,263	44,345	45,454	46,590	47,755	48,949	49,935
5	34,443	35,304	36,187	37,092	38,019	38,969	39,943	40,942	41,966	43,015	44,090	45,192	46,322	47,480	48,667	49,884	51,131	52,160
6	34,622	35,487	36,374	37,283	38,215	39,170	40,149	41,153	42,182	43,237	44,318	45,426	46,562	47,726	48,919	50,142	51,396	52,432
7	36,016	36,916	37,839	38,785	39,755	40,749	41,768	42,812	43,882	44,979	46,103	47,256	48,437	49,648	50,889	52,161	53,465	54,541
8	36,688	37,605	38,545	39,509	40,497	41,509	42,547	43,611	44,701	45,819	46,964	48,138	49,341	50,575	51,839	53,135	54,463	55,560
9	38,520	39,483	40,470	41,482	42,519	43,582	44,672	45,789	46,934	48,107	49,310	50,543	51,807	53,102	54,430	55,791	57,186	58,334
10	40,438	41,449	42,485	43,547	44,636	45,752	46,896	48,068	49,270	50,502	51,765	53,059	54,385	55,745	57,139	58,567	60,031	61,241
11	42,462	43,523	44,611	45,726	46,869	48,041	49,242	50,473	51,735	53,028	54,354	55,713	57,106	58,534	59,997	61,497	63,034	64,304
12	43,971	45,071	46,198	47,353	48,537	49,750	50,994	52,269	53,576	54,915	56,288	57,695	59,137	60,615	62,130	63,683	65,275	66,590
13	45,725	46,868	48,040	49,241	50,472	51,734	53,027	54,353	55,712	57,105	58,533	59,996	61,496	63,033	64,609	66,224	67,880	69,247
14	47,558	48,747	49,966	51,215	52,495	53,807	55,152	56,531	57,944	59,393	60,878	62,400	63,960	65,559	67,198	68,878	70,600	72,023
15	49,459	50,696	51,963	53,262	54,594	55,959	57,358	58,792	60,262	61,769	63,313	64,896	66,518	68,181	69,886	71,633	73,424	74,901
16	50,008	51,258	52,539	53,852	55,198	56,578	57,992	59,442	60,928	62,451	64,012	65,612	67,252	68,933	70,656	72,422	74,233	75,731
17	51,379	52,663	53,980	55,330	56,713	58,131	59,584	61,074	62,601	64,166	65,770	67,414	69,099	70,826	72,597	74,412	76,272	77,808
18	52,273	53,580	54,920	56,293	57,700	59,143	60,622	62,138	63,691	65,283	66,915	68,588	70,303	72,061	73,863	75,710	77,603	79,164
19	54,366	55,725	57,118	58,546	60,010	61,510	63,048	64,624	66,240	67,896	69,593	71,333	73,116	74,944	76,818	78,738	80,706	82,331
20	56,094	57,497	58,934	60,407	61,917	63,465	65,052	66,678	68,345	70,054	71,805	73,600	75,440	77,326	79,259	81,240	83,271	84,950
21	58,020	59,470	60,957	62,481	64,043	65,644	67,285	68,967	70,691	72,458	74,269	76,126	78,029	79,980	81,980	84,030	86,131	87,864

HEALTH BENEFITS CONTRIBUTION
PERCENTAGE OF PREMIUM CHARTS

SCHEDULE G**HEALTH BENEFITS CONTRIBUTION
PERCENTAGE OF PREMIUM CHARTS**

Salary Range (\$)	SINGLE COVERAGE		
	Year 1 of Contract	Year 2 of Contract	Year 3 of Contract
less than 20,000	4.50%	4.50%	4.50%
20,000 – 24,999.99	5.50%	5.50%	5.50%
25,000 – 29,999.99	7.50%	7.50%	7.50%
30,000 – 34,999.99	10.00%	10.00%	10.00%
35,000 – 39,999.99	11.00%	11.00%	11.00%
40,000 – 44,999.99	12.00%	12.00%	12.00%
45,000 – 49,999.99	14.00%	14.00%	14.00%
50,000 – 54,999.99	20.00%	20.00%	20.00%
55,000 – 59,999.99	23.00%	23.00%	23.00%
60,000 – 64,999.99	27.00%	27.00%	27.00%
65,000 – 69,999.99	29.00%	29.00%	29.00%
70,000 – 74,999.99	32.00%	32.00%	32.00%
75,000 – 79,999.99	33.00%	33.00%	33.00%
80,000 – 94,999.99	34.00%	34.00%	34.00%
95,000 and over	35.00%	35.00%	35.00%

SCHEDULE G**HEALTH BENEFITS CONTRIBUTION
PERCENTAGE OF PREMIUM CHARTS**

Salary Range (\$)	MEMBER & SPOUSE/PARTNER COVERAGE AND PARENT/CHILD COVERAGE		
	Year 1 of Contract	Year 2 of Contract	Year 3 of Contract
less than 25,000	3.50%	3.50%	3.50%
25,000 – 29,999.99	4.50%	4.50%	4.50%
30,000 – 34,999.99	6.00%	6.00%	6.00%
35,000 – 39,999.99	7.00%	7.00%	7.00%
40,000 – 44,999.99	8.00%	8.00%	8.00%
45,000 – 49,999.99	10.00%	10.00%	10.00%
50,000 – 54,999.99	15.00%	15.00%	15.00%
55,000 – 59,999.99	17.00%	17.00%	17.00%
60,000 – 64,999.99	21.00%	21.00%	21.00%
65,000 – 69,999.99	23.00%	23.00%	23.00%
70,000 – 74,999.99	26.00%	26.00%	26.00%
75,000 – 79,999.99	27.00%	27.00%	27.00%
80,000 – 84,999.99	28.00%	28.00%	28.00%
85,000 – 99,999.99	30.00%	30.00%	30.00%
100,000 and over	35.00%	35.00%	35.00%

SCHEDULE G**HEALTH BENEFITS CONTRIBUTION
PERCENTAGE OF PREMIUM CHARTS**

Salary Range (\$)	FAMILY COVERAGE		
	Year 1 of Contract	Year 2 of Contract	Year 3 of Contract
less than 25,000	3.00%	3.00%	3.00%
25,000 – 29,999.99	4.00%	4.00%	4.00%
30,000 – 34,999.99	5.00%	5.00%	5.00%
35,000 – 39,999.99	6.00%	6.00%	6.00%
40,000 – 44,999.99	7.00%	7.00%	7.00%
45,000 – 49,999.99	9.00%	9.00%	9.00%
50,000 – 54,999.99	12.00%	12.00%	12.00%
55,000 – 59,999.99	14.00%	14.00%	14.00%
60,000 – 64,999.99	17.00%	17.00%	17.00%
65,000 – 69,999.99	19.00%	19.00%	19.00%
70,000 – 74,999.99	22.00%	22.00%	22.00%
75,000 – 79,999.99	23.00%	23.00%	23.00%
80,000 – 84,999.99	24.00%	24.00%	24.00%
85,000 – 89,999.99	26.00%	26.00%	26.00%
90,000 – 94,999.99	28.00%	28.00%	28.00%
95,000 – 99,999.99	29.00%	29.00%	29.00%
100,000 – 109,999.99	32.00%	32.00%	32.00%
110,000 and over	35.00%	35.00%	35.00%

EXHIBITS

EXHIBIT A

HEALTH BENEFITS COVERAGE AT RETIREMENT

Policy:

It is the Policy of the Cape May County Municipal Utilities Authority to provide health benefits to eligible employees who retire from the Authority and satisfy the minimum service requirements in a manner consistent with New Jersey Law and Authority Policy.

Upon retirement from the Cape May County Municipal Utilities Authority, eligible employees will be provided health benefits in accordance with the eligibility criteria and subject to the requirements of this Policy as set forth below. Such health benefits will be provided consistent with New Jersey Law and with the provisions of the health benefits plan or plans as provided herein.

A. **Eligibility Criteria:**

Schedule A Employees: Defined as Authority employees who have 20 or more years of service in a State or local retirement system in New Jersey as of June 28, 2011, the effective date of P.L. 2011, c.78. Health care benefits shall be provided and fully paid for by the Authority, in retirement, upon compliance with the following criteria for all Schedule A Employees:

1. Employees who are fifty-five (55) years of age, or older, and retire from a New Jersey State or locally administered retirement system with twenty-five (25) or more years of service credit **and** with twenty-five (25) or more years of service with the Authority, shall be eligible to receive Authority-paid health insurance benefits upon retirement from the CMCMUA; or
2. Employees who attain the age of sixty-five (65) years of age, or older, and retire from a New Jersey State or locally administered retirement system with twenty-five (25) or more years of service credit **and** with twenty (20) or more years of service with the Authority, shall be eligible to receive Authority-paid health insurance benefits upon retirement from the CMCMUA.

Schedule B Employees: Defined as Authority employees who have less than 20 years of service in a State or local retirement system in New Jersey as of the effective date of P.L. 2011, c. 78, and who were enrolled in such retirement system prior to June 28, 2011. Health care benefits shall be provided and partially paid for by the Authority, in retirement, upon compliance with the following criteria for all Schedule B Employees:

1. Employees who are fifty-five (55) years of age, or older, and retire from a New Jersey State or locally administered retirement system with twenty-five (25) or more years of service credit **and** with twenty-five (25) or more years of service with the Authority, shall be eligible to receive health insurance benefits upon retirement from the CMCMUA; or

2. Employees who attain the age of sixty-five (65) years of age, or older, and retire from a New Jersey State or locally administered retirement system with twenty-five (25) or more years of service credit **and** with twenty (20) or more years of service with the Authority, shall be eligible to receive health insurance benefits upon retirement from the CMCMUA.

Schedule B Employees that are eligible to receive health benefits in retirement shall, using the employee's retirement allowance as if it were the base salary, contribute toward the payment of insurance premiums during retirement consistent with the health benefits contribution "Percentage of Premium Charts" set forth in New Jersey P.L. 2011, C. 78 and/or applicable Authority health benefits contribution "Percentage of Premium Charts" that was in effect on the date the employee **became eligible for the benefit** provided that the contribution is, at a minimum, 1.5% of the employee's retirement allowance.

Schedule C Employees: Defined as Authority employees who became enrolled in a State or local retirement system in New Jersey on or after the June 28, 2011 effective date of P.L. 2011, c. 78. Health care benefits shall be provided and partially paid for by the Authority in retirement, in a manner consistent with the contribution requirements set forth in State Law and/or applicable Authority employee contribution schedule, upon compliance with the following criteria for all Schedule C Employees:

1. Employees who attain the age of sixty-five (65) years of age, or older, and retire from a New Jersey State or locally administered retirement system with thirty (30) or more years of service credit **and** with twenty-five (25) or more years of service with the Authority, shall be eligible to receive health insurance benefits upon retirement from the CMCMUA.

Schedule C Employees that are eligible to receive health benefits in retirement shall, using the employee's retirement allowance as if it were the base salary, contribute toward the payment of insurance premiums during retirement consistent with the health benefits contribution "Percentage of Premium Charts" set forth in New Jersey P.L., 2011, C. 78 and/or applicable Authority health benefits contribution "Percentage of Premium Charts" that was in effect on the date the employee **became eligible for the benefit** provided that the contribution is, at a minimum, 1.5% of the employee's retirement allowance.

Schedule D Employees: Defined as Authority employees hired after ratification of the Collective Bargaining Agreement effective January 1, 2017 through December 31, 2019 and who became enrolled in a State or local retirement system in New Jersey on or after the June 28, 2011 effective date of P.L. 2011, c. 78. Health care benefits shall be provided and partially paid for by the Authority for a maximum four (4) years commencing on the employees' retirement date and shall terminate four (4) years later or shall terminate upon the employee becoming eligible for Medicare, whichever comes first, in a manner consistent with the contribution requirements set forth in State Law and/or applicable Authority employee contribution schedule, upon compliance with the following criteria for all Schedule D Employees:

1. Employees who attain the age of sixty-five (65) years of age, or older, and retire from a New Jersey State or locally administered retirement system with thirty (30) or more years of service credit and with twenty-five (25) or more years of service with the Authority, shall be eligible to receive health insurance benefits upon retirement from the CMCMUA.

Schedule D Employees that are eligible to receive health benefits in retirement shall, using the employee's retirement allowance as if it were the base salary, contribute toward the payment of insurance premiums during retirement consistent with the health benefits contribution

“Percentage of Premium Charts” set forth in New Jersey P.L., 2011, C. 78 and/or applicable Authority health benefits contribution “Percentage of Premium Charts” that was in effect on the date the employee **became eligible for the benefit** provided that the contribution is, at a minimum, 1.5% of the employee’s retirement allowance.

B. Health Benefits Coverage, Requirements and Procedures:

1. Retirees up to the age of 65 will receive the plan or plans that are the same or equal to those provided under the State Health Benefits Plan (“SHBP”), specifically, NJ Direct 10, Dental Expense Plan and UnitedHealthcare Vision-Spectera for routine eye care.
2. Retirees or their spouses or civil union partners who are or become Medicare eligible will be required to personally enroll in Medicare Part A and B. The CMCMUA will reimburse Schedule A, Schedule B, and Schedule C retirees and their dependents for the costs of Medicare Part B. The Authority’s reimbursement for Medicare Part B shall be limited to the standard premium.
3. The Authority will reimburse, to retired Schedule A Employees and their eligible dependents only, the annual difference in total eligible prescription copays between \$500 and the annual maximum out-of-pocket costs for prescription established in the NJ Direct 10 Plan under the SHBP. The first \$500 per person in prescription copay totals shall be borne solely by the retiree or their dependent. Reimbursement for individual prescription copays (over \$500 annual total) for retired Schedule A Employees shall be limited to those prescriptions that are fully covered and paid for at the normal copay rate established by the SHBP. If the SHBP refuses to pay for a prescription because it was not eligible for coverage, or if coverage review for the SHBP pre-established list was not secured, the Authority will also not reimburse any of the cost of the prescription. Receipts must be submitted with all requests for reimbursement. The drug name may be deleted or blacked out.
4. Health benefits coverage shall continue until the death of the retiree, including, where applicable, eligible dependent coverage. Dependents will continue to receive health benefits coverage provided by the plan or plans selected by the retiree for a period of ninety (90) days commencing the first day of the month following the death of the retiree and must remit any premium contributions and requests for enrollment in COBRA after the first month, except as otherwise provided under New Jersey laws.
5. The surviving spouse, civil union partner or qualifying children of an eligible retiree covered under this health benefit may choose to extend health insurance coverage, at their own expense, as provided by COBRA regulations.
6. In the event a husband and wife or civil union partners are both eligible to receive Authority-paid health benefits upon retirement, the Authority reserves the right to enroll the retirees in single or joint type coverage. In the event that the Authority elects to enroll the eligible retirees in joint type coverage and the retiree designated with primary coverage dies, the eligible surviving spouse or civil union partner will continue to be provided with health benefits coverage. In the event a husband, wife or civil union partner **is** Medicare “eligible” that individual will be required to personally enroll in Medicare Part A and Part B. The Authority will reimburse the retirees for the standard premium of Medicare Part B.

In the case of the retirement of one (1) eligible spouse or civil union partner while the other spouse or civil union partner is still an active CMCMUA employee, health benefits coverage will be limited to either spouse or civil union partner with the other spouse or civil union partner covered as a family member. The other spouse or civil union partner will not be entitled to

receive the \$2,500 per annum in-lieu of coverage payment as set forth in NJ Law, Chapter 2, P.L. 2010.

7. A retiree who marries during retirement is not eligible to add a spouse or civil union partner to the health benefits plan or plans.
8. Eligible dependents will be those dependents covered under the Authority's health insurance plan(s) immediately preceding the effective date of the employee's retirement. Such dependents will retain coverage provided that they continue to satisfy the eligibility requirements for dependents as established by the applicable health benefits plan(s) and the requirements of this policy.
9. Failure of a retiree, surviving spouse, civil union partner, or other eligible dependent to remit any required premium contribution to the cost provisions of the health benefits plan(s) will result in termination of coverage.
10. If a retiree and their spouse divorce, the ex-spouse or civil union partner shall be removed from the Authority's health insurance plan at the end of the month in which the divorce decree or dissolution is filed in a Court. The retired employee must provide a copy of the official divorce decree or dissolution to the Human Resources Department immediately. The ex-spouse or civil union partner may be eligible for COBRA benefits or other coverage through a healthcare exchange or Medicare.