

AGREEMENT BETWEEN

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

and

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

January 1, 2002 through December 31, 2004

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PREAMBLE

- A. This Agreement is hereby made this _____ day of _____, 2002, 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 Local 195, INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS AFL/CIO (hereinafter referred to as the "Union").

- B. Any reference herein to the male gender shall be deemed to refer to the female gender as well.

- C. This contract has as its purpose the promotion of harmonious employee relations between the Authority/CMCMUA and its employees represented by the Union. Further, the Authority/CMCMUA and the Union agree that the working environment should be characterized by mutual respect for the common dignity to which all individuals are entitled.

ARTICLE 1

RECOGNITION

- A. The Authority/CMCMUA recognizes the Union as the exclusive representative for the purpose of collective negotiations with respect to the salaries, wages and other terms and conditions of employment of the members of the bargaining unit, which shall be defined as the following: Regularly employed full-time and regularly employed part-time operations, maintenance and craft employees employed by the Authority/CMCMUA, including: transfer station operator, weighmaster, senior heavy equipment mechanic, senior heavy equipment operator, heavy equipment operator, laborer, utility worker, shift operator, laboratory technician, plant mechanic, senior electrician, electrician, utility worker/transfer vehicle operator, project electrician, project mechanic, composting operator, assistant composting operator, equipment mechanic, maintenance worker, composting worker, mechanic/welder, and utility/operator trainee, but excluding managerial executives, confidential employees, police, supervisors, professional employees, clerical employees, seasonal employees and all other employees employed by the Authority/CMCMUA.
- B. Part-time employees are defined as those employees working more than twenty (20) hours per week.
- C. The Authority/CMCMUA agrees to provide the Union with written notice of all newly created positions. In addition, the Authority/CMCMUA will notify the Union Headquarters of all terminations in the bargaining unit.
- D. Seasonal employees are defined as those employees working only between the week before Memorial Day and September 30th.
- E. The Authority/CMCMUA shall have the right to hire temporary employees to replace employees on any type of extended leave for the duration of such leave. Such temporary employees shall be excluded from the bargaining unit.

ARTICLE 2

PROBATIONARY PERIOD

- A. During the first four (4) months of continuous employment, an employee shall be considered a probationary employee, and the Authority/CMCMUA may terminate his employment within that time without resort to the grievance procedure. This probationary period may be extended upon notice to the Union by one (1) additional thirty (30) day period.
- B. Probationary employees are not permitted to apply for promotions and/or transfers. Once a new employee passes his probationary period pursuant to Paragraph A of this Article, he shall not be discharged without just cause.
- C. When promotions are made, employees shall serve a probationary period of four (4) months in the new position, during which the Authority/CMCMUA shall have the right to return the employee to his former position. This period may be extended up to thirty (30) days upon notice to the Union.

ARTICLE 3

DUES, CHECKOFF, REPRESENTATION FEE, AND INDEMNIFICATION

- A. Upon receipt of proper written authorization, the Authority/CMCMUA shall deduct Union dues on a pro rata basis and shall remit the monies collected to the Union once each pay period.
- B. The Union agrees to indemnify, defend and hold and save the Authority/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 under this Article.
- C. If the rate of dues should change, the Union shall provide the Authority/CMCMUA with forty-five (45) days advance notice of such change.
- D. All deductions under this Article shall be subject to Chapter 233, N.J. Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15-9(e).
- E. If a bargaining unit employee does not become a member of the Union during any calendar year which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the Union for that year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.
- F. Prior to the beginning of each calendar year, the Union will notify the Authority/CMCMUA in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that calendar year. The representation fee to be paid by non-members will be equal to 85% of that amount.
- G.
 - 1. Once during each month covered in whole or in part by this Agreement, the Union will submit to the Authority/CMCMUA a list of those employees who have not become members of the Union for the then current

membership year. The Authority/CMCMUA will deduct from the salaries of such employees, in accordance with paragraph G.2, below, the full amount of the representation fee and will transmit the amount so deducted to the Union.

2. The Authority/CMCMUA will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
 - a. Within thirty (30) days after receipt of the aforesaid list by the Authority/CMCMUA; or,
 - b. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Authority/CMCMUA in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 30 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
3. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
4. The Union will notify the Authority/CMCMUA in writing of any changes in the list provided for in paragraph 1, above, and/or reflected in any deductions made more than thirty (30) days after the Authority/CMCMUA received said notice.
5. 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.

6. The Union agrees that it has established and shall maintain at all times a Demand and Return System as provided by N.J.S.A. 34:13-5(c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the Authority/CMCMUA shall immediately cease making said deductions.
7. The Union shall make a copy of its Demand and Return System together with any revisions thereto available to the Authority/CMCMUA prior to the institution of this Article.

ARTICLE 4

UNION POLITICAL ACTION COMMITTEE DEDUCTIONS

- A. The Cape May County Municipal Utilities Authority shall, upon presentation of a proper and duly authorized form, deduct from the salary of each employee in the bargaining unit who provides said form a sum specified by the Union and not to exceed the limits prescribed by law, for the purpose of contributing to an appropriate union political action committee.
- B. The provision applies to present and future members in the bargaining unit.
- C. The fee deduction referred to above shall be forwarded to the Union promptly and in accordance with the provisions of applicable law.
- D. The Union agrees to indemnify, defend and hold and save the Authority/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 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;
 3. To suspend, demote, discharge or take other disciplinary action for good and just cause;
 4. To make all decisions relating to the Authority/CMCMUA's operations and maintenance activities, including, but not limited to the methods, means, processes, materials, procedures and employees to be utilized;
 5. To establish any new job classifications and job content and qualifications;
 6. To change, combine or establish and schedule the working hours of employees;
 7. To change the job content and duties of any classification;
 8. To determine the standards of performance of the employees;
 9. To maintain efficiency and cost effective operations and maintenance;
 10. To layoff employees in the event of lack of work or funding, or any other conditions where continuation of such work would be inefficient and/or nonproductive;

11. To change, modify or promulgate policies, rules and regulations;
 12. To make work assignments;
 13. To utilize the services of a contractor when, in the judgment of the Authority/CMCMUA, such services would be more efficient.
- B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Authority/CMCMUA, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the express terms of the Agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Authority/CMCMUA in its exclusive right to administer itself and control the work of its personnel, not 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 full set forth herein.

ARTICLE 6

GRIEVANCE PROCEDURE

A. DEFINITION

The term "grievance" as used herein means any controversy arising over disciplinary matters, the interpretation, application or alleged violation of this Agreement, policies or administrative decisions which affect terms and conditions of employment and may be raised by individuals or the Union. If an individual wants to represent himself, the steward may be present to present the Union's position. All grievances shall be signed by the individual or steward, or both.

B. PROCEDURE

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

STEP ONE: IMMEDIATE SUPERIOR

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

STEP TWO: CHIEF ENGINEER/SOLID WASTE MANAGER

In the event that the grievance is not resolved to the satisfaction of the aggrieved at Step One above, or if no timely answer is filed, the grievance may be filed in writing with the Chief Engineer/Solid Waste Manager within ten (10) calendar days. The Chief Engineer/Solid Waste Manager shall have ten (10) calendar days within which to have a meeting, at his option, and to respond to the grievance. The Chapter President or his designee may attend the meeting, if any, in lieu of the shop steward.

STEP THREE: EXECUTIVE DIRECTOR

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

STEP FOUR: BINDING ARBITRATION

1. With respect only to those grievances involving the express terms of this Agreement and in the event the grievance is not resolved to the Union's satisfaction at Step Three, or in the event the Executive Director has not served a timely written response at Step Three, then within thirty (30) calendar days after the response date set forth in Step Three, the Union

may file for Arbitration in accordance with paragraph (2) below.

2. The Union may invoke binding arbitration by submitting a written request therefor to the Public Employment Relations Commission, with a copy of such request to the Executive Director. Thereafter, binding arbitration proceedings shall be conducted pursuant to the Rules of the Public Employment Relations Commission, except as they may be expressly altered or modified herein.
3. The arbitrator shall be required to deliver to the parties a written award, coupled with a written opinion setting forth detailed reasons, findings of fact and conclusions of law utilized making his award, by no later than thirty (30) days from the date of closing the hearings, or if oral hearings have been waived, then from the date of transmitting the final statement and proofs to the arbitrator. The arbitrator expressly has no authority to modify, add to, subtract from, or in any way whatsoever alter the provisions of this Agreement.
4. Grievance and arbitration meetings and hearings shall be held at mutually acceptable times and places. Requests for witnesses shall be made to the Authority/CMCMUA designee in charge of personnel or his designee, in writing by no later than three (3) calendar days prior to the date of any meeting or hearing, and meeting or hearing dates shall be scheduled considering the availability of all parties and witnesses and the needs of the Authority/CMCMUA.
5. Costs of the services of the arbitrator shall be borne equally by the Authority/CMCMUA and the Union.
6. Additional costs incurred shall be borne by the party incurring same.
7. Nothing herein shall preclude the parties from agreeing on a particular arbitrator to serve in any particular case.

C. GENERAL PROVISIONS

1. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed at any step in the grievance procedure, the grievance shall be deemed to have been denied and the Union may appeal the grievance to the next step up to and including arbitration. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for any step in the grievance procedure, by a written agreement by the appropriate representatives for each party.
2. The Business Agent and/or International Representative of the Union may take part in the proceedings at the Third Step and above.
3. Employees taking part in grievance meetings and hearings shall suffer no loss in pay.
4. In the case of grievance involving discharges and suspensions, a grievance may be filed beginning with Step Two.
5. No grievance will be settled without the Union's approval. No individual may process a grievance beyond Step Three without the Union's approval.
6. Copies of grievances will be forwarded to the Chapter President at each step of the grievance procedure.
7. Upon acceptance of the decisions rendered by management at any step, the grievant, his shop steward, and the Chapter President must sign the grievance form acknowledging settlement.

8. Sufficient notification, at least three (3) days, shall be given to the grievant and shop steward as to date and time of hearings.
9. After the decision has been rendered by management at Steps One and Two, the grievant and/or Union must specify in writing at the time of the appeal to the next level of the grievance procedure why the decision is not acceptable.

ARTICLE 7

FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.
- B. The Authority/CMCMUA and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement even though each subject or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE 8

NON-DISCRIMINATION

- A. Neither the Authority/CMCMUA nor the Union shall discriminate against any employee because of race, creed, religion, color, age, sex, national origin, handicap or marital status.
- B. There shall be no discrimination by the Authority/CMCMUA or the Union against any employee because of the employee's membership or non-membership in the Union.

ARTICLE 9

NO STRIKE PLEDGE

- A. The Union agrees that, during the term of this Agreement, it shall cause no strikes, work stoppages, or other acts of disharmony contrary to the intent of this provision or law.
- B. In the event of any such acts enumerated above, such employees so engaged may be subject to disciplinary or dismissal action. The Union further agrees that it will immediately notify all employees in the bargaining unit that any such action is not sanctioned by the Union and that the Union joins with the Authority/CMCMUA in insisting that all employees cease and desist immediately.
- C. The Union further agrees that Authority/CMCMUA shall have any and all recourse in law to restore normal working operations.
- D. The Union acknowledges that the employees represented by the Union are public employees within the meaning of Article 1, Paragraph 19 of the New Jersey Constitution (1947) and, while entitled to the rights and privileges guaranteed public employees under the law, such employees are subject to the limitations upon their rights established by law.
- E. The Authority/CMCMUA agrees that there shall be no lockout for the term of this Agreement.
- F. The Union shall not be liable for damages caused by unauthorized job actions of employees covered by this Agreement.
- G. This Article is not intended to limit the freedom of speech of the Union or its members.

ARTICLE 10

POSTING AND ANNOUNCEMENTS

- A. Job openings and promotional opportunities within the bargaining unit shall be posted prominently at each facility for seven (7) calendar days. The posting shall include the classifications; the salary range; a description of the jobs; any required qualifications; and whether the job requires a test (if known); and, the procedure to be followed by employees interested in applying. Notice of non-bargaining unit positions shall be provided to the Chapter President.
- B. A copy of each posted notice shall be forwarded to the Local Chapter President and the Union office at 49 West Prospect Street, East Brunswick, New Jersey 08816 or other designated location as certified on Union letterhead by the Union Business Agent.
- C. Where a promotion or transfer is consummated as a result of the job posting procedure, the Authority/CMCMUA will post the name of the individual appointed or transferred for seven (7) calendar days and will forward a copy to the Union Headquarters.
- D. It is agreed that eligible employees who are fully qualified and apply for a promotion or transfer in the bargaining unit will be given consideration over non-employees.
- E. The shop steward may apply for an employee on an authorized paid leave, so long as the employee confirms his interest in writing within seven (7) calendar days of the initial posting period.

ARTICLE 11

BULLETIN BOARDS

- A. The Authority/CMCMUA will provide bulletin boards to be used exclusively for the posting of Union notices.
- B. Material to be placed on the Union Bulletin Boards will consist only of the following:
 - 1. Notice of Union Elections and the results of the elections.
 - 2. Notice of Union legislation.
 - 3. Notices of Union meeting.
 - 4. Notices of Union social and recreational events.
 - 5. Notices concerning official Union business.
 - 6. Other notices concerning legitimate Union matters.

ARTICLE 12

PERSONNEL FILE

- A. Nothing adverse shall be entered into an employee's personnel file unless he has been apprised of same in writing.
- B. An employee upon written request to the Authority/CMCMUA shall have an opportunity to review his personnel file in the presence of an appropriate official of the Authority/CMCMUA.
- C. An employee shall be allowed to place in his personnel file a response of reasonable length to anything contained therein.
- D. Employees shall notify the Authority/CMCMUA within a reasonable time of changes in their emergency data form.

ARTICLE 13

HOURS OF WORK AND OVERTIME

- A. The normal work day for day-shift personnel shall be eight and one-half (8½) hours, including a one-half (½) hour unpaid meal break. Specific shifts and hours shall be scheduled by the Authority/CMCMUA from time to time.
- B. The normal work day for second-shift wastewater personnel and weighmasters on any day (or part) assigned to the landfill or transfer station shall be eight (8) hours, including a one-half (½) hour paid meal break to be taken at the work station. Specific shifts and hours shall be as scheduled by the Authority/CMCMUA from time to time.
- C. Overtime at time and one-half (1½) the base rate shall be provided for authorized work in excess of forty (40) hours per week or eight (8) hours per day. Such time must be approved by the appropriate supervisor in order to be compensable.
- D. Any time not properly recorded shall be considered as time not worked.
- E. All employees shall work a reasonable amount of overtime when requested by the Authority/CMCMUA.
- F. There shall be no pyramiding of overtime or premium pay.
- G. The Authority/CMCMUA reserves the right to schedule or reschedule employees in accordance with its needs, including but not limited to, scheduling Saturdays and Sundays as normal work days for some employees.
- H. Nothing herein shall guarantee employees any minimum work day or work week.
- I. Employees regularly working the second shift shall be paid a shift differential of thirty (\$.30) cents per hour for hours worked after 3:30 p.m. Employees regularly working the third shift shall be paid a shift differential of sixty (\$.60) cents per hour for hours worked after 11:30 p.m. and before 7:00 a.m.
- J. Employees required to carry a pager after hours shall be compensated by an

additional daily payment on such days that they do so. Said daily compensation shall be ten dollars (\$10.00).

- K. An employee called back to work after the employee has left Authority property or before his regularly scheduled shift shall be guaranteed a minimum of two (2) hours pay. Employees shall only receive the minimum call-in pay when such call-in is not contiguous to the employee's regularly scheduled shift.
- L. Employees shall receive a break period of fifteen (15) minutes during the first half of the shift and fifteen (15) minutes during the second half of the shift, so long as the employees' positions are covered. Employees shall remain "on call" during break periods.
- M. Employees who perform bargaining unit work in a higher classification than their own, with proper authorization, for a period in excess of three (3) consecutive full days or in excess of three (3) full days in a pay period shall be paid at the higher rate from the first day of such work. In such event, the employee shall be paid at the minimum rate in the higher grade which is higher than his own rate. However, in the event the difference between the higher classification annual wage and an employee's current annual wage is less than \$700, the employee shall be paid a rate equal to his current annual wage plus \$700. The "\$700 rule" shall not apply in the event it exceeds the maximum rate for the higher grade. This provision shall not apply to the following circumstances:
 - 1. During period of emergencies, i.e., matters concerning public safety, major storms and disasters.
 - 2. When employees are assigned to jobs for training purposes.
- N. Employees called into work on their scheduled day(s) off shall work their regular schedule the balance of the week.
- O. When daily unscheduled overtime is required at the end of a shift, it will be assigned on a rotation seniority basis of the qualified employees within each job

classification who are present at the facility at the time the need for the overtime is determined by the supervisor. This shall not apply to any job which has already been started by an employee; in such case, that employee may be assigned to complete the job, without regard to seniority.

- P. Insofar as practicable, where the same shift at a single solid waste facility has differing starting times, the most senior employee in each job classification shall have the first choice of starting time on that shift. Once assigned in this manner, starting times will only be changed at management discretion. This provision shall be considered a trial period for the duration of this contract only.

ARTICLE 14

SICK LEAVE

- A. All employees covered by 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 the Authority/CMCMUA at least one (1) hour prior to his scheduled shift. Such employee shall call prior to his scheduled shift for any day during which a sick day will be taken. Notification by anyone other than the employee may not be accepted unless the employee is physically incapable of notifying the Authority/CMCMUA him/herself.
- E. Unused sick days may accumulate from year to year to a maximum of two hundred sixty (260) days total. Upon retirement after twenty-five (25) 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 thirteen thousand dollars (\$13,000.00).
- 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
1. 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).
 2. An unpaid absence of any duration is not considered attendance at work (e.g., leave without pay, suspension, workers' compensation disability, temporary disability, Family and Medical Leave Act leave).
- G. Two (2) sick days per year may be used to attend a sick member of any employee's immediate family. (Immediate family is defined as spouse, children, parents, grandparents, legal guardians, grandchildren, brothers and sisters only.)
- The Authority/CMCMUA reserves the right to require proof of illness.

ARTICLE 15

VACATIONS

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

First (1 st) through the end of the Fourth (4 th) year of service.	-	One (1) day per month to a maximum of twelve (12) days per year.
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After the Fourth (4 th) through the end of the Tenth (10 th) 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 (10 th) through the end of the twentieth (20 th) 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 twentieth (20 th) 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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B. Vacation allowance must be taken during the current calendar year at the time permitted unless, due to the request of either the employee or the Authority/CMCMUA, up to one (1) year's accrual is deferred to the following year. In that event, the one (1) year's accrual may be deferred to the next succeeding year only.

C. Scheduling of vacations shall be at the discretion of the Authority/CMCMUA; however, seniority rights will be honored to the extent that they do not interfere with the administration and/or operation of the Authority/CMCMUA. The Authority/CMCMUA reserves the right to limit vacations by location and/or job classification and/or shift, to a reasonable number.

D. A minimum of one (1) week of each employee's vacation shall be taken at a minimum of one (1) week at a time unless the Authority/CMCMUA approves less

at its option. The remainder may be taken in one-hour (1 hour) units.

- E. Pay for the vacation period consists of regular base pay only, excluding overtime and premium pay of any type.
- F. There shall be no vacations taken during the summer "peak" periods, as determined by the Authority/CMCMUA, unless specific permission is granted by the Authority/CMCMUA and except under the following conditions: Employee must submit his written request prior to April 1 of each year; request must be for a minimum of one (1) week; no more than one (1) employee may be scheduled for vacation at each location each week of the summer "peak" periods. Only one (1) request of one (1) week's vacation per individual shall be allowable under this paragraph.
- G. In the event an employee requests vacation not yet accrued, the Authority/CMCMUA shall grant said request for up to an employee's maximum annual accrual, as calculated under paragraph A herein.
- H. In the event an employee leaves the employ of the Authority/CMCMUA for any reason, or is terminated for any reason, prior to accrual under paragraph A herein, the Authority/CMCMUA shall have the right to recover the amount of time taken, but not accrued, from the employee's final pay or by any other lawful means.
- I. In the event of an employee's death, his accrued, but unused vacation shall be paid to his estate.

ARTICLE 16

HOLIDAYS

- A. For each year of this Agreement, employees shall be entitled to the following paid holidays as designated by the Authority/CMCMUA:

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

- B. Holidays falling on Saturday or Sunday shall be celebrated on the previous Friday or the next Monday, respectively.
- C. Hours worked on a holiday shall be compensated at time and one-half (1½) for those hours worked, in addition to eight (8) hours' holiday pay at straight time. Hours actually worked in excess of eight (8) on a holiday shall be compensated at double time and one-half (2½).
- D. Employees who have a designated holiday fall on their regularly scheduled day off will celebrate the holiday on their next regularly scheduled work day.
- E. An employee who is absent on a holiday when scheduled to work, or the day before a holiday, or on the day after a holiday shall not receive holiday pay unless such absence was approved in advance.
- F. It is understood that there shall only be one (1) day of celebration in the event a holiday is celebrated on a day other than the actual day of said holiday, and no additional day shall be received because of the adjustment of the day of celebration.

ARTICLE 17

BEREAVEMENT LEAVE

- A. All employees shall be granted up to a maximum of three (3) consecutive work days leave, including the day of the funeral, without loss of regular straight-time pay, upon the death of a member of his immediate family. In the event the deceased is being interred outside of the State of New Jersey at least two hundred (200) miles from the employee's home, one (1) additional consecutive day shall be granted.
- B. Immediate family is defined as spouse, children, parents, grandparents, legal guardians, grandchildren, brothers and sisters, spouse's parents and spouse's grandparents.
- C. In the event of a death in the employee's nonimmediate family, employees shall be entitled to one (1) day of leave to attend the funeral, without loss of regular straight-time pay. In the event the deceased is being interred outside of the State of New Jersey at least two hundred (200) miles from the employee's home, one (1) additional consecutive day shall be granted.
- D. Nonimmediate family is defined as brother-in-law, sister-in-law, stepbrother, stepsister, and any other relative residing permanently in the employee's household.
- E. The Executive Director, in his discretion, may require proof of death and/or relationship.

ARTICLE 18

JURY DUTY

- A. Employees summoned for jury duty shall be granted leave with straight-time pay for attending required jury duty for a maximum of two (2) weeks per year, which will be extended upon presentation of a letter from the Court mandating an additional period.
- B. If any employee is required to serve on jury duty, such employee shall be required to notify his immediate supervisor in writing at least two (2) weeks in advance and report for their regularly assigned work on the calendar day immediately following their final discharge from jury duty. If discharged from jury duty prior to the end of a work day, employees shall call to see if they are needed to work for the duration of the work day; if so, employees shall so report for work.
- C. If there is a change in the originally established jury duty leave, the employee must notify his immediate supervisor to make the necessary arrangements to return to work, otherwise, the employee shall receive no pay from the Authority/CMCMUA.
- D. Employees shall cooperate with the Authority/CMCMUA and report to work at all times possible when requested during jury duty. The employees' immediate supervisor must be notified in advance any day that employees are not required to report for jury duty, and employees shall report to work on those days.
- E. Jury duty on an unscheduled work day shall not be paid by the Authority/CMCMUA.
- F. The Authority/CMCMUA reserves the right to require adequate proof of the time served on jury duty and the amount received for such service.
- G. Second shift employees who are required to serve on jury duty will be rescheduled to the first shift while serving on jury duty. All sections of the Article will apply to such rescheduled employees.

ARTICLE 19

MILITARY LEAVE

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

ARTICLE 20

LEAVE OF ABSENCE

- A. An official leave of absence may only be granted, in writing, by appropriate officials of the Authority/CMCMUA.
- B. At the discretion of the Executive Director, any employee who has completed at least one (1) year of service, may be granted a leave of absence without pay.
- C. An employee on leave of absence without pay exceeding seven (7) days in length, except military leave, does not accrue vacation leave, sick leave, or any other benefits, with the exception of continued enrollment in the Health Benefit Plans, Public Employees' Retirement Systems or contributory life insurance unless the employee agrees to bear the costs.
- D. A leave of absence shall not exceed thirty (30) days in length, after which it may be reconsidered, and any requested extension shall either be granted or denied.
- E. Employees are required to notify the Authority/CMCMUA of the anticipated date of return, as soon as such date is known to the employee. Failure to return on such date without notice shall be considered a voluntary resignation.
- F. The Authority/CMCMUA shall have the sole discretion in matters of leaves of absence and each decision made shall be on its own merits. In no event shall the decision whether or not to grant a leave be precedential as to any other decision regarding a leave, nor shall denial be the subject of a grievance; however, an employee whose request has been denied shall have the right to a personal appearance before the Executive Director.

ARTICLE 21

TEMPORARY DISABILITY LEAVE (UNPAID)

- A. An official Temporary Disability Leave (TDL) without pay or an extension thereof may only be granted, in writing, by the Authority/CMCMUA or designee on a case-by-case basis. The denial and/or granting of TDL or an extension by the Authority/CMCMUA is solely a managerial right and the denial and/or granting shall not be considered precedential in nature on either party as to any other request for TDL and/or an extension. TDL will run concurrently with medical leave entitlement under the Federal Family and Medical Leave Act (FMLA), provided that said personal illness or injury meets the definition of a serious health condition under the FMLA.
- B. Employees disabled through personal illness or injury may be granted Temporary Disability Leave under the following conditions:
 - 1. To be eligible for Temporary Disability Leave, the employee must first exhaust all accrued sick leave. At the employee's option he may also utilize his accrued vacation leave prior to requesting a Temporary Disability Leave.
 - 2. Employee must request, in writing, a Leave Without Pay for Temporary Disability.
 - 3. A certificate from the employee's legally licensed physician must be submitted with the request. The certificate must declare the employee is unable to work and the anticipated date that he may return to work.
 - 4. The Temporary Disability Leave shall not exceed sixty (60) days in length. If additional time is needed, a written request, with attending physician's certificate, must be submitted requesting the extension. The request should be submitted at least ten (10) days prior to the expiration of the previously approved TDL.

- C. The Authority/CMCMUA will continue to pay the costs of the Health Benefit Plans and the Group Life Insurance Plan for all full-time employees granted a Temporary Disability Leave including periods of approved extension(s).
- D. Contributions to the New Jersey Public Retirement System will resume upon the employee's return to work. Employees have a twelve (12) month period within which to purchase the leave time for credit in the retirement system.
- E. Employees on an approved Temporary Disability Leave without pay will not be required to pay contributions for contributory life insurance which will be continued in force during the period of Temporary Disability.
- F. An employee on Temporary Disability Leave without pay does not accrue sick leave or vacation leave.
- G. Employees are required to notify the Authority/CMCMUA of the anticipated date of return, as soon as such date is known to the employee. Failure to return on such date without notice shall be considered a voluntary resignation.
- H. Employees who are injured while working at another job, whether authorized or not by the Authority/CMCMUA, and whether self-employed or not, shall not be entitled to Temporary Disability Leave.

ARTICLE 22

SENIORITY

- A. "Seniority" shall be defined as an employee's total length of continuous service with the Authority/CMCMUA. "Classification Seniority" shall be defined as an employee's length of continuous service within his current specific classification.
- B. In the event an employee is promoted or transferred to another classification, he shall begin to accrue "classification seniority" on a daily basis. After the employee has worked in the new classification for twelve (12) months, his "classification seniority" shall be the same as "seniority"; prior to twelve (12) months in the new classification, his "classification seniority" shall be only actual time worked in the classification.
- C. Forty-five (45) days' notice of layoff shall be provided to affected employees.
- D. For the purpose of layoff and recall, the last person placed in a classification shall be the first one to be laid off, and the last to be laid off shall be the first to be recalled in accordance with "classification seniority". Any employee displaced from a classification by layoff shall retain seniority rights in other classifications based upon "seniority." In such cases, employees shall have "bumping" rights into lower-rated job classifications, only for which they meet the established qualifications.
- E. Laid-off employees shall remain on a recall list for two (2) years. Notice of recall shall be sent to the employee by certified mail or overnight mail to the employee's last address of Authority/CMCMUA record. Recall notice shall not require return to work earlier than two (2) weeks from the date of notice.
- F. Seniority of employees hired or placed into classification on the same date shall be established by impartial lottery; the procedures for such a lottery shall be mutually agreed upon by the parties.

- G. Once per year, the Authority/CMCMUA shall prepare and forward to the Union a seniority list of employees indicating classification and effective dates of employment with the Authority/CMCMUA.
- H. Seniority shall terminate: when the employee quits or resigns; when the employee is discharged; when the employee is laid off for a period in excess of two (2) years; upon absence without leave in excess of five (5) working days; upon failure of an employee to accept recall within one (1) working week of notice of recall from the Authority/CMCMUA; and, upon failure to return from an approved leave of absence.
- I. Employees on authorized leaves of absence (unpaid) shall not lose seniority rights, but shall not accrue seniority during such leaves. Upon their return, anniversary dates will be adjusted accordingly unless the leave is for less than fifteen (15) working days, in which case the anniversary date will not be changed.
- J. The Authority/CMCMUA shall utilize experience, ability, skills, attitude, qualifications and attendance as the criteria for promotion of employees to job classifications within the bargaining unit having a higher rate of pay. When two (2) or more employees are equally qualified in accordance with the above, then "seniority" shall be the deciding factor.

ARTICLE 23

HEALTH BENEFIT PROGRAM

- A. The Authority/CMCMUA shall continue to provide health coverage at not less than such coverages as the County of Cape May may provide to its employees.
- B. The Authority/CMCMUA, however, reserves the right to review and change health benefit insurance coverages during this Contract as long as the level of coverage provided is comparable.
- C. On or about December 1, of each calendar year, the Authority/CMCMUA shall inform employees of its basic standard health benefit plan and any alternate choice(s) to be made available to employees during the following calendar year. If the employee selects to be covered under the basic standard health benefit plan, then such plan will be provided to the employee and his/her dependents without charge. In the event an employee selects any alternate choice plan that is more expensive than the basic standard health benefit plan, then the employee shall pay a maximum of \$20.00 per month for individual-only coverage and a maximum of \$30.00 per month for individual/dependent coverage. Payment for such contributions shall be by way of biweekly payroll deduction and each employee must sign any necessary payroll authorization form in order to effectuate coverage under any alternate choice plan.
- D. The Authority/CMCMUA shall continue to provide a prescription plan at no less coverage that the County of Cape May provides to its employees.
- E. Employees who have health insurance coverage through other sources (proof of other coverage required) may waive their health insurance coverage with the Authority/CMCMUA and receive \$1000 per annum, payable on or about December 1st of each year on a prorated basis.

- F. In the event a husband and wife are both employed by the Authority/CMCMUA, only one (1) designated spouse will be afforded coverage, with the other spouse being covered as a family member. The nondesignated spouse will receive \$1000 per annum in lieu of coverage on or about December 1st of each year on a prorated basis.
- G. Bargaining unit employees who are fifty-five (55) years of age, or older, and retire from the Public Employee's Retirement System (PERS) with twenty-five (25) or more years of service with the Authority/CMCMUA shall be eligible to receive Authority-paid health insurance benefits upon retirement from the Authority/CMCMUA as referenced in Authority/CMCMUA Resolution No. 98-98, dated September 2, 1998 and subsequent amendments thereafter.

ARTICLE 24

UNIFORMS

- A. The Authority/CMCMUA will supply uniforms to new employees. Uniforms will consist of one (1) winter coat, five (5) pairs of blue pants, five (5) long sleeve blue shirts and five (5) summer T-shirts. In addition, bib overalls will be provided to employees whose job duties require the use of same. Pants, shirts, bib overalls and safety shoes will be the only uniforms replaced by the Authority/CMCMUA, pursuant to Paragraph D below. Effective January 1, 1999, worn winter coats shall be replaced every three (3) years, except when excessively damaged, when they may be replaced earlier. In either case, a coat shall be replaced only upon trade-in.
- B. The Authority/CMCMUA shall supply safety shoes to all employees except weighmasters. The type of shoes shall be as determined by the Authority/CMCMUA.
- C. Employees shall wear the shoes and uniforms provided at all times while on duty; failure to do so may subject the employee to disciplinary action.
- D. Uniforms and shoes will be kept in good condition by the employees; damaged or worn out uniforms will be replaced by the Authority/CMCMUA when, in its discretion, it deems such replacement necessary.

ARTICLE 25

RELEASE TIME FOR UNION BUSINESS

- A. Union officers shall be provided up to twelve (12) days per year to attend seminars, training sessions and such other legitimate activities on behalf of the Union as may be required.
- B. Time referred to in Paragraph A is release time only, and shall not be paid for by the Authority/CMCMUA, except that six (6) of said days will be paid for by the Authority/CMCMUA provided that they are used for training and/or seminars only. There will be no pay for travel time. "Days" will not exceed eight (8) hour days. Verification must be provided to the Authority/CMCMUA.
- C. The time referred to in Paragraph A is the total aggregate time for all Union officers.
- D. In all cases, two (2) weeks' advance notice to the Authority/CMCMUA shall be required before any release or paid time is granted.

ARTICLE 26

SAFETY AND HEALTH

- A. The Authority/CMCMUA agrees to make reasonable provisions for the safety and health of employees.
- B. An employee shall have the right to notify his Supervisor and the Safety Officer of all hazardous safety conditions, and complaints of unsafe or unhealthful conditions shall be promptly investigated and corrections promptly initiated by the Authority/CMCMUA.
- C. Union officials shall be granted access to the Authority/CMCMUA's work sites during regular business hours upon advance notice to the Chief of Operations and Maintenance or Assistant Solid Waste Manager, Operations and Maintenance, in order to investigate complaints of unsafe or unhealthful conditions. A representative of the Authority/CMCMUA may accompany the official while on the premises. Operations shall not be disturbed by such visits.
- D. A Labor/Management Safety Committee shall be established and shall meet at mutually scheduled times to discuss problems of unsafe or unhealthful conditions within established guidelines. The committee shall consist of up to two (2) representatives from management and up to two (2) representatives from the Union. The Union shall be allowed to choose its representatives from among its members who are employed by the Authority/CMCMUA. The number of such representatives shall be no less than the number of management representatives.

ARTICLE 27

REPORTING ACCIDENTS

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

ARTICLE 28

SEVERABILITY

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

ARTICLE 29

SUBCONTRACTING

- A. The Authority/CMCMUA agrees to meet with the Union to discuss all incidences of contracting or subcontracting whenever it becomes apparent that a layoff or job displacement will result.
- B. If, during the term of this Agreement, the Authority/CMCMUA contracts out or subcontracts work currently being performed by employees covered by this Agreement and such action results in layoff, the Authority/CMCMUA will attempt to place such employees in alternative locations within their job titles, or any other positions available, for which they are qualified, prior to layoff.

ARTICLE 30

WORK-CONNECTED INJURIES

- A. In the event an employee suffers a work-connected injury, the employee's sole compensation shall be Workers' Compensation benefits. The employee may supplement Workers' Compensation benefits through available sick leave only. Once available sick leave is used up, the employee shall receive Workers' Compensation payments only.
- B. The Authority/CMCMUA will pay for the first day of a Workers' Compensation injury.
- C. Failure to wear or use required safety equipment may be cause for disciplinary action.
- D. Any employee who is found to be engaged in active employment with any other employer during this period will be subject to suspension of compensation benefits and may be subject to disciplinary action by the Authority/CMCMUA.

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 rate of thirty-two cents (.32¢) per mile.
- B. Reimbursement will be made pursuant to the Authority/CMCMUA's normal procedures after submission of appropriate forms to the employee's supervisor.

ARTICLE 33

PERSONAL LEAVE DAY

- A. All employees will be entitled to one (1) personal leave day off per year.
- B. Unused personal leave days may not accumulate from year to year.
- C. Personal leave days may be used on the day before or after a holiday.
- D. Employees shall provide one (1) weeks' notice to their supervisor; if possible, two (2) weeks' notice will be provided. In the event of an emergent circumstances and with the approval of their supervisor, an employee may utilize a personal day with less than the one (1) weeks' notice. Such requests shall not be unreasonably denied. (This provision shall be considered in effect on a trial basis until December 31, 2004.)
- E. The personal leave day earned for the last quarter of the year under the perfect attendance provision of the Sick Leave Article will be allowed to be carried forward to the following year.

ARTICLE 34

LABOR/MANAGEMENT COMMITTEES

- A. The Union and the Authority/CMCMUA both recognize that the Solid Waste Program and the Wastewater Treatment Program provide essential public services to the residents of Cape May County, and these services can best be provided when a spirit of mutual cooperation and understanding exists between employees and supervisors at each of the Authority/CMCMUA's facilities.
- B. Therefore, both parties agree to create Labor/Management Committees to assist in reaching solutions to problems affecting each party and to foster improved attitudes and interpersonal relations between employees and supervisors. The Solid Waste Labor/Management Committee shall consist of not more than two (2) representatives of each party, and the Wastewater Labor/Management Committee shall consist of not more than three (3) representatives of each party; both committees shall meet periodically, but not less than once in each three (3) month period, for the purpose of discussing issues which relate to employee work performance and employee morale. One of the quarterly meetings each year shall be a joint meeting with the Solid Waste and Wastewater Committees.
- C. Subject matter which the Labor/Management Committees might consider include, but is not limited to: quality of employee work; improved productivity; quality of work environment; scheduling and reporting times; cost containment and cost reduction controls; absenteeism and overtime; and, potential grievances.
- D. The Labor/Management Committees shall have no authority to add to, detract from or change the terms of this Agreement and shall take no action which interferes with Management Rights as enumerated in Article 5 of this Agreement.

ARTICLE 35

COMPENSATION

- A. Effective retroactively to January 1, 2002, or to the date of hire, whichever is later, all members of the bargaining unit who are employed as of the date hereof shall receive an increase in base hourly rates of 3.5 percent, as illustrated in the attached "Schedule A".
- B. Effective January 1, 2003, all members of the bargaining unit shall receive an additional increase in base hourly rates of 3.5 percent, as illustrated in the attached "Schedule B".
- C. Effective January 1, 2004, all members of the bargaining unit shall receive an additional increase in base hourly rates of 3.5 percent, as illustrated in the attached "Schedule C".
- D. In addition to the above compensation, employees who are not at the maximum step of their grade shall receive an increment on their anniversary date, provided they receive "satisfactory" evaluations. If an employee receives an "unsatisfactory" evaluation, his increment may be withheld by the Authority/CMCMUA. In such event, the employee will be reevaluated within three (3) months. If the employee receives a "satisfactory" evaluation at that time, he will receive his increment at that time. It is specifically understood, however, that no grievance can be filed regarding evaluations unless and until the reevaluation is "unsatisfactory".
- E. In the event an employee is promoted and his total pay increase is less than two (2) increments of the range from which the employee is advanced, the employee will retain his anniversary date. When, however, the total amount of pay increase is equal to or greater than two (2) increments of the range from which the employee is advanced, the employee shall be assigned a new anniversary date on the basis of the effective date of the promotional increase.

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

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

ARTICLE 36

TERMINATION

This Agreement shall be in full force and effect as of the date hereof and shall remain in effect to and including December 31, 2004 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 25th day of February, 2002.

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

Deora Bette
For the Authority/CMCMUA

James E. Frail
For the Authority/CMCMUA

Katherine J. Guss
Witness

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

[Signature]
For the Union

Charles W. Osh

Annunzio J. J. J.
For the Union

[Signature]

Small Newman
For the Union

Annie M. Bailey

Sal Baglioni
Witness

[Signature]

Edward D.

Joseph Sturges

Schedule A Effective: January 1, 2002

2002 PAY SCHEDULE FOR BARGAINING UNIT EMPLOYEES

GRADE	MINIMUM	1	2	3	4	5	6	7	8	9
1	17,597	18,475	19,398	20,369	21,387	22,457	23,581	24,760	25,999	26,648
2	18,531	19,457	20,430	21,451	22,524	23,650	24,831	26,072	27,376	28,060
3	19,373	20,339	21,359	22,425	23,547	24,724	25,960	27,258	28,619	29,334
4	20,214	21,224	22,285	23,401	24,570	25,799	27,090	28,443	29,864	30,612
5	21,116	22,173	23,282	24,443	25,667	26,950	28,298	29,713	31,199	31,978
6	21,225	22,286	23,402	24,571	25,801	27,091	28,445	29,865	31,358	32,142
7	22,080	23,183	24,340	25,560	26,838	28,177	29,588	31,067	32,621	33,436
8	22,490	23,615	24,794	26,036	27,336	28,702	30,138	31,645	33,225	34,057
9	23,614	24,793	26,035	27,335	28,701	30,137	31,644	33,223	34,886	35,759
10	24,791	26,031	27,331	28,698	30,132	31,640	33,219	34,881	36,624	37,540
11	26,031	27,333	28,699	30,132	31,640	33,219	34,881	36,628	38,462	39,424
12	26,956	28,304	29,718	31,204	32,765	34,402	36,122	37,929	39,825	40,820
13	28,032	29,435	30,906	32,450	34,073	35,777	37,567	39,446	41,419	42,452
14	29,155	30,612	32,142	33,751	35,437	37,208	39,069	41,022	43,072	44,149
15	30,321	31,836	33,427	35,095	36,850	38,693	40,628	42,660	44,792	45,911
16	30,656	32,191	33,800	35,489	37,265	39,127	41,083	43,137	45,294	46,426
17	31,496	33,070	34,725	36,459	38,283	40,198	42,208	44,318	46,535	47,697
18	32,046	33,648	35,331	37,097	38,954	40,900	42,946	45,090	47,347	48,530
19	33,329	34,996	36,746	38,583	40,509	42,536	44,664	46,897	49,241	50,472
20	34,389	36,110	37,913	39,809	41,798	43,890	46,084	48,387	50,809	52,077
21	35,570	37,352	39,218	41,179	43,239	45,401	47,672	50,054	52,556	53,870

Schedule B Effective: January 1, 2003

2003 PAY SCHEDULE FOR BARGAINING UNIT EMPLOYEES

GRADE	MINIMUM	1	2	3	4	5	6	7	8	9
1	18,213	19,122	20,077	21,082	22,136	23,243	24,407	25,627	26,909	27,581
2	19,180	20,138	21,146	22,202	23,313	24,478	25,701	26,985	28,335	29,043
3	20,052	21,051	22,107	23,210	24,372	25,590	26,869	28,213	29,621	30,361
4	20,922	21,967	23,065	24,221	25,430	26,702	28,039	29,439	30,910	31,684
5	21,856	22,950	24,097	25,299	26,566	27,894	29,289	30,753	32,291	33,098
6	21,968	23,067	24,222	25,431	26,705	28,040	29,441	30,911	32,456	33,267
7	22,853	23,995	25,192	26,455	27,778	29,164	30,624	32,155	33,763	34,607
8	23,278	24,442	25,662	26,948	28,293	29,707	31,193	32,753	34,388	35,249
9	24,441	25,661	26,947	28,292	29,706	31,192	32,752	34,386	36,108	37,011
10	25,659	26,943	28,288	29,703	31,187	32,748	34,382	36,102	37,906	38,854
11	26,943	28,290	29,704	31,187	32,748	34,382	36,102	37,910	39,809	40,804
12	27,900	29,295	30,759	32,297	33,912	35,607	37,387	39,257	41,219	42,249
13	29,014	30,466	31,988	33,586	35,266	37,030	38,882	40,827	42,869	43,938
14	30,176	31,684	33,267	34,933	36,678	38,511	40,437	42,458	44,580	45,695
15	31,383	32,951	34,597	36,324	38,140	40,048	42,050	44,154	46,360	47,518
16	31,729	33,318	34,983	36,732	38,570	40,497	42,521	44,647	46,880	48,051
17	32,599	34,228	35,941	37,736	39,623	41,605	43,686	45,870	48,164	49,367
18	33,168	34,826	36,568	38,396	40,318	42,332	44,450	46,669	49,005	50,229
19	34,496	36,221	38,033	39,934	41,927	44,025	46,228	48,539	50,965	52,239
20	35,593	37,374	39,240	41,203	43,261	45,427	47,697	50,081	52,588	53,900
21	36,815	38,660	40,591	42,621	44,753	46,991	49,341	51,806	54,396	55,756

Schedule C Effective: January 1, 2004

2004 PAY SCHEDULE FOR BARGAINING UNIT EMPLOYEES

GRADE	MINIMUM	1	2	3	4	5	6	7	8	9
1	18,851	19,792	20,780	21,820	22,911	24,057	25,262	26,524	27,851	28,547
2	19,852	20,843	21,887	22,980	24,129	25,335	26,601	27,930	29,327	30,060
3	20,754	21,788	22,881	24,023	25,226	26,486	27,810	29,201	30,658	31,424
4	21,655	22,736	23,873	25,069	26,321	27,637	29,021	30,470	31,992	32,793
5	22,621	23,754	24,941	26,185	27,496	28,871	30,315	31,830	33,422	34,257
6	22,737	23,875	25,070	26,322	27,640	29,022	30,472	31,993	33,592	34,432
7	23,653	24,835	26,074	27,381	28,751	30,185	31,696	33,281	34,945	35,819
8	24,093	25,298	26,561	27,892	29,284	30,747	32,285	33,900	35,592	36,483
9	25,297	26,560	27,891	29,283	30,746	32,284	33,899	35,590	37,372	38,307
10	26,558	27,887	29,279	30,743	32,279	33,895	35,586	37,366	39,233	40,214
11	27,887	29,281	30,744	32,279	33,895	35,586	37,366	39,237	41,203	42,233
12	28,877	30,321	31,836	33,428	35,099	36,854	38,696	40,631	42,662	43,728
13	30,030	31,533	33,108	34,762	36,501	38,327	40,243	42,256	44,370	45,476
14	31,233	32,793	34,432	36,156	37,962	39,859	41,853	43,945	46,141	47,295
15	32,482	34,105	35,808	37,596	39,475	41,450	43,522	45,700	47,983	49,182
16	32,840	34,485	36,208	38,018	39,920	41,915	44,010	46,210	48,521	49,733
17	33,740	35,426	37,199	39,057	41,010	43,062	45,216	47,476	49,850	51,095
18	34,329	36,045	37,848	39,740	41,730	43,814	46,006	48,303	50,721	51,988
19	35,704	37,489	39,365	41,332	43,395	45,566	47,846	50,238	52,749	54,068
20	36,839	38,683	40,614	42,646	44,776	47,017	49,367	51,834	54,429	55,787
21	38,104	40,014	42,012	44,113	46,320	48,636	51,068	53,620	56,300	57,708