

AGREEMENT

BETWEEN

COMMUNICATIONS WORKERS OF AMERICA, ALF-CIO

AND

BEVERLY SEWERAGE AUTHORITY

January 1, 2002 through December 31, 2005

Amended with Attachment #1 Dated August 28, 2006 (January 1, 2006 through December 31, 2009)

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## Article I – Preamble

The Agreement entered into by the Beverly Sewerage Authority referred to as the “Employer” and the employees of the Beverly Sewerage Authority, Communications Workers of America, AFL-CIO hereinafter referred to as the “Union” has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rate of pay, hours of work, and other conditions of employment for the employees represented by the Union.

## Article II – Management Rights

Except as elsewhere set forth in this Agreement, it is recognized that the management of the Employer, and the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Employer. Accordingly, the Employer retains the rights, including, but not limited to, select and direct the working forces, including the right to hire, suspend or discharge, for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to decide the number of locations of its facilities, stations, etc., determine the work to be performed, maintenance and repair, amount of supervision, and training programs necessary, machinery and tool equipment, methods, schedules of work together with selection, procurement, designing, engineering and the control of equipment and materials.

### Article III – Recognition

The Employer recognizes the Union as the bargaining agent for the purpose of negotiating salaries, wages, hours and other conditions of employment for all its employees in the established bargaining unit. This unit includes all blue and white collar employees employed by the Sewerage Authority.

Excluded are all managerial executives, confidential employees, supervisors within the meaning of the Act, professional employees, craft employees, police, fire employees, employees in other negotiations units, and all other employees employed the Sewerage Authority.

#### Article IV – Fully Bargained Agreement

The parties agree that they have fully bargained and agreed upon all terms and conditions of this Agreement and that same 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.

This Agreement supersedes and cancels all prior agreements, whether written or oral, unless expressly stated to the contrary.

## Article V – Hours of Work/Breaks

### Plant Employees:

The normal work day is defined as 8:00 am to 4:30 pm or 7:00 am to 3:30 pm, Monday to Friday with a one-half (1/2) hour unpaid lunch.

Saturday – the normal work hours for Saturday are 8:00 am to 12:00 pm

Sunday – the normal work hours for Sunday are 8:00 am to 12:00 pm

### Clerical Employees:

The normal work day shall consist of four and one-half (4-1/2) hours per day for a total of nine (9) hours per week. The normal work week is Monday and Tuesday. A flex schedule may be implemented if the employee and Supervisor agree; however, the union shall be notified prior to any implementation of a change in the schedule regarding “flex schedule”.

Breaks: Plant Employees shall receive two (2) fifteen (15) minute breaks, one (1) in the a.m. and one (1) in the p.m.

Part time Clerical Employees shall receive one (1) fifteen (15) minute break in the a.m.

Full time Clerical Employees shall receive two (2) fifteen (15) minute breaks, one (1) in the a.m. and one (1) in the p.m.

## Article VI – Salaries/Direct Deposit/Credit Union/Deferred Plans

Clerical – Unit employee shall receive a three percent (3%) raise for the year 2002, a three percent (3%) raise for the year 2003, a three percent (3%) raise for the year 2004, and a three and three quarter percent (3.75%) raise for the year 2005. All raises are added into the base salary and are retro to January 1 of each contract year.

Blue Collar – unit employees shall receive a three percent (3%) raise for the year 2002, a three percent (3%) raise for the year 2003, a three percent (3%) raise for the year 2004, and a three and three quarter percent (3.75%) raise for the year 2005. All raises are added into the base salary and are retro to January 1 of each contract year.

Paychecks will be issued after 11:30 am on Friday of each week.

The employer shall accommodate direct deposits for any employee who wishes to have his/her paycheck deposited in the bank of his/her choice.

The employer shall accommodate an employee who elects to have payroll deductions for any deferred program of his/her choice.

The Employer shall accommodate an employee who elects to use a Credit Union for direct deposits, or for payroll deductions for credit union programs.

The Employer shall follow the rules for sending the direct deposits or payroll deductions of any type in a timely fashion for any bank, credit union, or deferred program that the employee elects to participate in.

## Article VII – Overtime

### Scheduled Overtime – Plant Employees:

All hours worked past either 3:30 or 4:30 pm or before 7:30 or 8:00 am, depending on which work schedule is applied for the normal work day, shall be paid at the overtime rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay. All hours worked in excess of forty (40) hours in the normal work week shall be paid at the overtime rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay. All hours worked past 12:00 pm or before 8:00 am on Saturday or Sunday shall be paid at the overtime rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay. On Saturday and Sunday regularly scheduled employees shall be paid eight (8) hours for each four (4) hours worked.

### Clerical Employees

Clerical employees shall receive the overtime rate of one and one-half (1-1/2) times the employee's regular hourly rate for all hours worked beyond eight (8) hours in a work day or after forty (40) hours in a work week.

## Article VIII – Emergency Call-Ins

All emergency call-ins shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay. Each call-in shall be for a minimum of four (4) hours. Management may require that the employee work the entire four (4) hour time period. Any call-in that goes beyond four (4) hours shall continue to be paid at one and one half (1 –1/2) times the employee's regular hourly rate of pay but shall not be paid with an additional four (4) hours on top of the first four (4) hours. Additional call-ins, separated by each four (4) hour minimum, shall be considered as individual call-ins and paid at one and one-half (1-1/2) times the employee's regular hourly rate of pay with the minimum of four (4) hours pay. If the emergency call-in occurs on a Saturday or Sunday, the employee shall be paid the rate of one and one-half (1-1/2) times his/her Saturday pay rate or one and one-half (1-1/2) times his/her Sunday pay rate. (See Article VII for Saturday and Sunday pay rate.)

## Article IX – Beeper/Cellular Telephone Compensation

### Beeper:

Any employee who is required to carry a beeper for the purpose of being on call 24 hours a day shall be compensated at the rates listed below per week for each week the employee has the beeper and is “on call.”

2002	\$50.00 (Fifty Dollars) per week
2003	\$50.00 (Fifty Dollars) per week
2004	\$50.00 (Fifty Dollars) per week
2005	\$55.00 (Fifty-Five Dollars) per week

In the event an employee is “on call” and is paged to come to work, but fails to respond within a one half (1/2) hour period, that employee will not be compensated for the “on call” time that day. Payment for beeper compensation shall be made to the employee in a lump sum in the first pay period in December for the period January through November and payment in the first pay period in January for the month of December in each year of the contract.

## Article X – Grievance Procedure

### A. Definition – “Grievance” is:

- 1) A claimed breach, violation, misinterpretation or improper application of the terms of this Agreement, including disciplinary action.

### B. Any grievance or dispute which arises between an employee and Employer shall be processed and settled in strict accordance with the time limits set out herein. It is understood that all of the time limits, unless otherwise expressed, refer to working days that the employee is regularly scheduled to work.

### C. Procedures

Within ten (10) working days of the date of the grievance or the date in which the grievant should reasonably have known of its occurrence, an employee with a potential grievance must orally present and discuss his complaint with his immediate Supervisor on an informal basis prior to filing a formal written Step 1 grievance, and a Union Steward may be present at such discussions.

#### Step I:

A grievance must be filed initially within fifteen (15) working days from the date on which the act which is the subject of the grievance occurred, or fifteen (15) working days from the date on which the grievant should reasonably have known of its occurrence. The grievant shall prepare his grievance in writing on forms approved by each party and submit same to the Supervisor who shall schedule, hear and determine the grievance within fifteen (15) working days after receiving it. Such grievance shall include the date of the alleged grievable occurrence, nature

of the grievance, pertinent contractual articles allegedly violated and the remedy sought. The decision of the Supervisor shall be made in writing and in triplicate, and copies thereof, together with copies of the grievance, shall be served upon the grievant, the Union representative, and the Sewerage Authority Board within said fifteen (15) working day period.

Step II:

Upon receipt of an adverse determination by the Supervisor, the grievant or Union representative shall have a period of ten (10) working days to appeal such determination to the Sewerage Authority Board or designee, who shall schedule, hear and determine the grievance within twenty (20) working days after receiving it. The Sewerage Authority or designee shall issue a decision in writing in triplicate and copies thereof, together with copies of the grievance and previous decision, shall be served upon the grievant and the Union representative within said twenty (20) working day period.

Step III:

Upon receipt of an adverse determination by the board or designee, the union shall have thirty (30) calendar days to appeal such determination to arbitration pursuant to the rules of the Public Employee Relations Commission. The cost of the arbitrator shall be borne by the Sewerage Authority and the Union equally. Any other cost shall be borne by the party incurring it.

D. General Rules

- 1) A failure to schedule, hear and determine the grievance at any step by the person designated to do so shall cause the matter to proceed immediately to the next step. Said grievance shall be deemed pending in the next step, and the applicable time limits shall begin to run upon the receipt of a formal written appeal by the union to the next step.

- 2) Under no circumstances shall the Employer have the right to appeal a grievance adjudicated favorably to the employee, except when a determination is issued by P.E.R.C.
- 3) At all steps in the grievance procedure the grievant shall have the right to be represented by the Union and only the Union.
- 4) If the grievant alleges acts by or against the person designated to schedule, hear and decide grievances, the employee shall have the option to file the grievance with the next highest step in the grievance procedure for resolution.
- 5) A group or class grievance may be filed by a member of the affected group or class, or by a representative of the Union; however, any such grievance shall clearly delineate the group or class involved and shall list the names and titles of the individual employees involved.
- 6) Extensions of time limits may be obtained only by the written or oral consent of the grievant or representative and person designated to hear and determine the grievance.
- 7) If the grievant accepts a resolution that is not in conflict with this Agreement, it shall be final and binding upon the parties.

#### E. Discipline

- 1) Discipline and discharge shall only be for just cause which may include the following:
  - a) Incompetency, inefficiency or failure to perform duties;
  - b) Insubordination;
  - c) Inability to perform duties;

- d) Chronic or excessive absenteeism or lateness;
- e) Conviction of a crime;
- f) Conduct unbecoming of a public employee;
- g) Neglect of duty;
- h) Misuse of public property, including motor vehicles;
- i) Discrimination that affects equal employment opportunity (as defined in N.J.A.C. 4A:7-1.1), including sexual harassment;
- j) Violation of federal regulations concerning drug and alcohol use and testing of employees who perform functions related to the operation of commercial motor vehicles, and State and local policies issued there under; and
- k) Other sufficient cause.

2) Discipline shall be progressive in nature and corrective in intent.

3) The degree of discipline administered by the Employer in a particular case must be reasonably related to (a) the seriousness of the employee's proven offense, and (b) the record of the employee and his/her service with the Employer.

4) Grievances of minor disciplinary actions [five (5) day suspensions or less] shall be filed directly at Step 2.

5) No discipline which results in loss of pay shall be imposed prior to the employee having a hearing unless there is an imminent threat to health and safety.

6) Provisional employees with more than four (4) months of service must be issued an approved notice of major disciplinary action. At the time an approved notice of major disciplinary action, including termination, is issued to a provisional employee with more than four (4) months of service, the Supervisor shall provide the employee a review of the action. If

the employee desires such a review, and said review is requested by the union, the review shall be within five (5) days of issuance of the discipline.

7) The Union shall retain the right to proceed directly to arbitration for any major discipline of a provisional employee.

8) Should an employee receive a suspension, it shall not be applied to prevent previously scheduled vacation time or holiday leave.

## Article XI – Union Rights

- A. Employees shall have the right for a Union representative to be present, if the employee so requests, during any meeting at which an employee is being questioned on a matter which may lead to discipline. Further, the Employer must notify the employee of his/her right prior to the meeting. The employee may waive his right to have a representative present but must do so in writing.
- B. The Employer will provide the Union with an up-to-date seniority list by January 30<sup>th</sup> of each year.
- C. The representatives of the Union shall be permitted to transact Union business on the premises before or after normal working hours and during the lunch period, provided that this shall not interfere with or interrupt normal operations of the service.
- D. The Authority agrees to provide each employee with a locker, drinking water, hot water, emergency shower, and eating facilities at the plant. The eating facility will be maintained in a sanitary condition by the employees.
- E. The Authority agrees to Labor/Management meetings being conducted on a quarterly basis with the Superintendent or his designee unless an occurrence requires a meeting in the time period between the quarterly meetings.
- F. The Union will have the right to place items on existing employee bulletin boards, or a designated area that employees receive usual notices if no bulletin board exists.
- G. Union Stewards shall be the last to be involuntarily transferred from one location to another or from one shift to another so long as it does not conflict with any State or Federal Rules, Regulations, or Laws.

- H. The Sewerage Authority shall provide legal representation to its employees if litigation shall develop as a result of actions arising out of and in the course of employment, except that no representation shall be provided for the defense of a criminal or disorderly person.
- I. When it is necessary for an employee to use his/her personal vehicle for Sewerage Authority business, the employee shall be compensated at the rate set for mileage by the Internal Revenue Service, and said employee shall be responsible for maintaining insurance on their own vehicle.

## Article XII – Personnel Files

- A. All employees shall have the right to see all documents in their personnel file. An employee shall be permitted to have a copy of any documents in his/her file. The employee must provide twenty-four (24) hours notice for such request.
- B. Employees shall be given copies of all disciplinary matters, evaluation or work performance documents placed in their file at the time the document is so placed. Prior to placement of a document the employee shall first be given the opportunity to initial same. Such initialing shall not indicate anything other than the employee's review of the document. The employee shall be given the opportunity to indicate they have read and accepted the contents of the document. Upon written release from an employee, a Union Representative may see and copy documents in the employee's file.
- C. Employees shall have the right to respond in writing to anything placed in their file.

Article XIII – Health Benefits/Disability

All full time employees shall be provided with Amerihealth POS Health Insurance with the co-pay of \$10.00 (ten dollars). Coverage shall include single, married and/or family plan.

Employees shall be responsible to pay one percent (1%) of the monthly premium as outlined below, however, due to current costs the premiums could increase over the life of this agreement, however, no employee shall pay more than one percent (1%) of the monthly premium.

The Employer shall pay the difference in the monthly premium from the one percent (1%) that each employee is contributing for the health care coverage listed above.

An example is listed below which was outlined for the 2002 year and is the monthly premium that is due. The one percent (1%) amount payable by the employee is retro to January 1, 2002 of this agreement.

	Single Plan	Married Plan	Family Plan
Employer cost	\$332.82 month	\$698.94 month	\$983.52 month
*Employee Contribution	\$3.34 month	\$6.99 month	\$9.84 month

\*Current cost, subject to increase as premiums increase, however it still will remain at one percent (1%) of the total monthly premium in each of the three plan groups above.

If the employer changes the Health Care Provider, the new provider must provide the employee with coverage that is equal or better than their previous carrier.

All full time employees shall be provided with a family and/or parent and child prescription plan provided by Amerihealth POS Plan with a co-pay of ten (\$10.00) dollars. The prescription plan shall be paid in full by the employer. If the employer changes the prescription plan to another carrier, it must be equal to or better than the current plan.

All full time employees shall be covered with family medical benefits after ninety (90) days of employment paid for by the employer and employee. The employer's share is ninety-nine percent (99%) and the employee's share is one percent (1%).

All employees, including clerical, shall be eligible to receive one hundred (\$100.00) dollars per individual every two (2) years for eye care, including family members upon the presentation of a paid receipt indicating the date, name of family member and provider.

**Disability Plan:**

Employees are under the New Jersey State Disability Plan. The Employer shall follow all rules and regulations required under the New Jersey State Plan.

**State Health Care Plan:**

The Union has provided the Employer with a cost comparison for State Health Benefits and the Amerihealth program. If the Employer finds the comparison to be a savings for the City and Sewerage Authority, the Union has agreed to work with the Authority in its efforts to have the plan implemented for all employees of the City and Sewerage Authority. If the Amerihealth plan is removed and replaced with the State Health Benefits plan, the Union and the Authority shall meet and negotiate the removal of the current one percent (1%) premium payments that the employees of the Authority are being required to pay in this agreement.

## Article XIV Worker's Compensation/Safety and Health, Inoculations

When an employee is injured on duty, he/she shall notify his Department Head or designee immediately so that a Departmental report may be prepared. The employee and his immediate Supervisor or designee is also required to prepare an accident report. The employee will be placed on a leave of absence with pay during this period of disability. When it is determined that the injury is work related, the employee shall be placed on Worker's Compensation.

While on Worker's Compensation, an employee shall not have any loss of any accumulated time. Credit for sick and vacation leave shall continue to accrue to an employee's benefit during a Worker's Compensation injury.

Upon assigning over his worker's compensation checks, an employee shall receive seventy-five (75%) per cent of his regular pay, excluding overtime or other similar benefits, while on disability leave for a term not to exceed one (1) year from the date of injury. Thereafter, an employee may utilize any sick leave, vacation leave, personal leave, or any other leave as allowed by this agreement to continue receiving compensation. Upon exhaustion of leave allowed as above, the Sewerage Authority shall have the right to cease further payments except for allowed worker's compensation benefits and declare the position held by the employee to be vacant.

### Safety and Health:

The Employer shall at all time maintain safe and healthful working conditions. The Employer and the union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. It is agreed that verbal and/or physical harassment of an employee is inappropriate.

The parties agree that they will set up an advisory Health and Safety committee composed of one (1) member appointed by the union and one (1) member appointed by the Employer. The committee will meet at the discretion of its members and will forward any advisory reports in writing to the Beverly Sewerage Authority.

**Inoculations:**

After the employee has received approval from his physician to receive inoculations for hepatitis, tetanus, and other preventive poison shots, the employee shall use their current health insurance (Amerihealth POS). The Authority shall reimburse the employee for his cost of the “co-pay” when the employee presents the Employer with the documentation from the doctor showing when the employee was inoculated. Employee’s who have approval from the Supervisor to obtain any approved inoculation during work hours, shall have the inoculation completed during work hours and shall not suffer any loss in pay while doing so.

## Article XV – Seniority/Job Posting

- A. Seniority is defined as an employee's total length of service with the Employer computed from the hiring date.
- B. In the event of dispute concerning the seniority of two (2) or more employees hired on the same date, preference shall be given in alphabetical order of the employee's last name.
- C. The employer shall maintain an accurate, up-to-date seniority roster with each employee's date of hire, classification and pay rate. Such records shall be available to the Representative upon request.
- D. The Employer shall post all positions on the bulletin board, or designated area where the employee receives updates and notices, for a period of ten (10) working days before filling the job. During the time of the posting any employee desiring such position may present his/her bid in writing. No employee shall be refused an interview for a posted position. Any employee who has applied for the position and has not been accepted shall be notified by the Employer as to the reasons the employee did not qualify for the position. Such posting shall also include the job duties, shifts and wage rates for the job.

## Article XVI – Layoff/Recall

### Layoff:

No full-time employee shall be laid off until all part time employees and temporary employees have been terminated or laid off. All temporary employees shall be laid off before any part time employee's are laid off. Full time employees shall be laid off by seniority with the least senior person laid off first. No bargaining unit work shall be performed by outsiders that would cause a reduction in the work force, a termination of one's employment, or the implementation of a layoff.

The Employer shall provide a forty-five (45) day notice to all employees if a layoff is imminent due to economics. The Employer shall provide the union with the economic conditions that it believes necessitates a layoff. The Union and the Employer will meet to reconsider alternative options through negotiations prior to any layoff notice being implemented.

### Recall:

All employees shall be recalled by: full time employees first, then part-time employees.

Seniority will apply for the recall with the full time person who was laid off last being the first to be called back to work and the part time employee who was laid off last being the first to be called back to work.

## Article XVII – Union Dues

The Employer agrees to collect monthly union dues by deducting weekly an amount equal to 1.154% from the base pay of each employee who has furnished a written authorization for such deduction in a form acceptable to the Employer. Dues shall be per month or such an amount as may be certified by the CWA to the Employer at least thirty (30) days prior to the month in which the deduction of Union Dues is to be made. Deductions of Union Dues made pursuant hereto shall be remitted by the Employer to the CWA c/o Treasurer, Communications Workers of America, AFL-CIO, 1 Lower Ferry Road, West Trenton, New Jersey 08628, by the tenth (10<sup>th</sup>) calendar day of the following month after such deductions are made, together with a list of employees from whose pay such deductions were made. The Employer shall furnish the CWA with the names and addresses of newly hired employees within 15 days of hire.

Dues deductions may only be stopped if an employee so requests. Any such request must be in writing and submitted to the Sewerage Authority prior to December 15<sup>th</sup> of any given year.

Dues shall be halted beginning with the first pay period of each calendar year.

The Sewerage Authority will immediately supply the union with a copy of any such request to halt dues. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Sewerage Authority written notice prior to the effective date of such change, and shall furnish the Sewerage Authority a certified copy of the Resolution, indicating dues changing and effective date of such changes.

## Article XVIII – Agency Shop

Beginning thirty (30) days after agreement on this contract, all eligible non-member employees in this unit will be required to pay the majority representative a representative fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

Prior to the beginning of each contract year, the Union will notify the Employer in writing of the amount of regular membership dues, initiation fees and assessments charged by the union to its own members for that contract year, and the amount of the representation fee for that contract year.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees, and assessments and available to or benefiting only its members, but in no event shall such fee exceed eighty five percent (85%) of the regular membership dues, fees, and assessments.

After verification by the Employer that an employee must pay the representation fee, the Sewerage Authority will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will be the same as those used for the deduction and transmission of regular membership dues to the Union; however, those employees paying the representation fee shall be listed separately from the members paying union dues by placing an “A” next to their name, indicating that they are a fee payer.

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union. The burden of proof under this system is on the union. The Union shall return any part of the representation fee paid by the employee with represents the employee's pro rate share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review system to the Sewerage Authority. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

If the employee is dissatisfied with the Union's decision, he/she may appeal to a three member board established by the Governor.

The CWA agrees to indemnify and hold the Authority harmless against any and all claims, suits, orders, or judgments brought or issued against the Sewerage Authority with regard to deductions of representation fees pursuant to this provision. In addition, the Authority shall not be liable to the Union for any retroactive or past deduction of representation fees for any employee identified by the Authority as excluded or confidential or in good faith was mistakenly or inadvertently omitted from the deduction of the representation fee.

## Article XIX – Holidays

The following days shall be observed as holidays with pay for all full time employees and are worked for four (4) hours.

New Years Day	Good Friday	Martin Luther King Day
Memorial Day	Labor Day	Independence Day
Veterans Day	Presidents Day	Election Day
Thanksgiving Day	Christmas Day	

When any of the above holidays fall on a Saturday, the employee shall receive Friday off with pay. Except for Easter, if the Holiday falls on a Sunday, the employee shall have Monday off with pay. Holiday pay is paid at the current rate of four hours (4) double time and eight hours (8) at straight time if employee works the Holiday. Employees who do not work the Holiday are paid eight (8) hours at straight time.

Easter shall not be considered a Holiday. An employee who works Easter shall be paid for 4 hours at triple time.

## Article XX – Leaves of Absence

### Sick Leave:

All full time employees shall receive sick leave. Each employee using a sick day shall receive their regular rate of pay for the day.

Employees shall receive fifteen (15) sick days on January 1<sup>st</sup> of each year.

Sick time can be used in hourly increments.

Sick days shall accrue during any approved or authorized leave of absence where the right to the accrual of sick time is specifically reserved.

Sick days shall accumulate from year to year.

Employees retiring (see Article XXVIII) shall receive fifty per cent (50%) of all accumulated sick leave in a lump sum up to a maximum of \$7,500.00 (seven thousand five hundred dollars).

Lump sum payments shall be paid within sixty (60) days of separation.

Sick leave is defined to mean absence of an employee from duty because of personal illness by reason of which the employee is unable to perform the usual duties of his/her position, or exposure to contagious disease. The Authority may require medical proof of illness as a precondition to entitlement to sick leave benefits.

Sick leave may also be requested for the following reasons: emergency attendance upon a member of his/her immediate family with a serious health condition and requiring the presence of such employee.

Immediate family means an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-

in-law, and other relative residing in the employee's household. For good cause the definition of immediate family may be expanded upon approval of the Authority or its designee.

Serious health condition is an illness, injury, impairment, or physical or mental condition that involves: any period of incapacity or treatment in connection with or resulting from inpatient care in a hospital, hospice, or residential medical care facility; any period of incapacity requiring absence from work, school, or other regular daily activities, for treatment by a health care provider, or continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days, or for prenatal care.

Sick leave can be used for bereavement leave – see Article XXV for usage. Use of sick time for bereavement leave shall not disqualify the employee for the non-use of sick time bonus.

If an employee does not utilize any sick leave within any year, except for bereavement leave, the employee shall receive a two hundred (\$200) dollar bonus payment in the first pay period of the ensuing year.

Article XXI – Vacation Leave

All full time employees shall receive vacation leave. All vacation leave shall be with pay.

Vacation leave shall be computed as follows:

1 year of employment to 12 years of employment	15 days/120 hours
13 years of employment to 19 years of employment	20 days/160 hours
20 years of employment to 24 years of employment	25 days/200 hours
25 years of employment to 30 years of employment	30 days/240 hours

If the work schedule does not permit the use of the vacation time because of emergency needs by the Authority, then a twelve (12) month carry over will be permitted.

At the end of each calendar year, an employee may sell back any unused vacation time at their current rate of pay.

If an employee becomes sufficiently ill so as to require in-patient hospitalization while he is on vacation, he may charge such period of illness and post hospital recuperation against sick leave at his option.

Conflicts regarding the scheduling of vacations will be resolved according to seniority.

Vacation time can be used in hourly increments.

Employees may split vacations. If an employee desires to split his/her vacation, his/her first choice shall be only on the basis on seniority.

If an employee dies, all of his accumulated vacation leave shall be paid at one hundred percent (100%) to the employee's estate at the employee's daily rate of pay at the time of his/her death.

Upon separation, except termination for cause, an employee shall receive one hundred percent (100%) of all accumulated and unused vacation leave. If an employee's termination is reversed on appeal, the employee's accumulated and unused vacation leave shall be restored.

## Article XXII – Family Leave

The Family Leave as set forth in 29 U.S.C., Section 2601 et seq., N.J.S.A. 34:11B-1 et seq. and N.J.A.C. 4A:6-1.21, or any amendments thereto, shall be available to all employees covered under this Agreement pursuant to the terms of that Act and/or regulations.

Employees may use accrued leave time (i.e. sick, vacation, personal) for Family Leave but shall not be required to exhaust accrued leave before taking a leave without pay. The employee shall advise the employer of that choice at the time the employee gives notice of the leave.

Employees shall suffer no loss in seniority when taking family leave. Employees shall continue to accrue paid vacation days, paid sick days, and paid personal days as well as have no loss for Holiday pay while using Family Leave

Employees shall have the option to substitute an employee's paid disability plan in the event the medical eligibility requirements for FMLA leave coincide with the requirements for disability leave under the employer's plan.

Employees shall not be denied other leaves of absence because of taking disability leave or Family Leave.

## Article XXIII – Union Representation Duties

Designated agents of the Representative shall be allowed reasonable time off from his/her normal employment duties, without loss of pay, to engage in Representative activity provided that such activity shall not substantially interfere with or interrupt the normal operations of the Employer.

## Article XXIV – Jury Duty

If an employee is called to serve on a jury, they shall be paid their regular pay upon turning over his/her jury check to the employer for the number of days absent from his/her employ.

The time will not be deducted from his/her vacation time.

## Article XXV – Bereavement Leave

Employees may use their paid sick days, paid vacation days and/or paid personal days for Bereavement Leave. The employer will grant the use of five (5) paid sick days for a death in the immediate family. Upon request and approval of the Sewerage Authority, this definition may be expanded.

Immediate family means an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, aunt, uncle, and other relative residing in the employee's household.

Employees may use an additional three (3) paid sick days (employees may substitute paid vacation days, paid personal days or paid sick days) for a death in the immediate family in which the employee must travel out of state, or if the employee is responsible to attend to the affairs of the deceased.

## Article XXVI – Other Leaves of Absence

An employee who is temporarily either mentally or physically incapacitated to perform his/her duties, or an employee who desires to engage in a course of study that will increase his/her usefulness, or who for any reason considered good by the Authority desires to secure leave from his/her regular duties may, with the approval of the Authority, may be granted a special leave of absence without pay for a period not exceeding six (6) months. With the approval of the Authority such leave may be extended for an additional period not exceeding six (6) months. Any employee requesting a special leave of absence without pay shall submit his request in writing stating the reason why in his/her opinion the request should be granted, the date when he/she desires the leave to begin, and the probably date of his/her return to duty. No reasonable request shall be denied by the Authority.

## Article XXVII – Personal Leave

Each employee shall be granted three (3) paid personal leave days in each year of the contract, and one (1) paid personal leave day for their individual birthday. Personal leave days can not accumulate. An employee shall give no less than twenty-four hours advance notice of his/her intent to take a personal leave day, however, in case of an emergency the employee must notify the employer one (1) hour before the start of the work day. If the employee is already at work, and an emergency arises, the employee shall not be denied to attend to the emergency but shall only be paid with the amount of hours remaining in the normal work day for which the employee has requested to be excused.

## Article XXVIII – Retirement and Pension

- A. Each employee shall be entitled upon retirement to receive a lump sum payment for all accumulated sick leave earned and unused which is credited to him/her on the effective date of his/her retirement. The amount of the compensation payment shall be computed at the rate of fifty (50%) of all unused accumulated sick leave up to a maximum payout of \$7,500.00 (seven thousand five hundred dollars). Payment shall be made in the month of January following the notice of retirement. In an emergent or unusual circumstance such notice may be waived, and payment shall be made within thirty (30) days after the retirement date.
- B. Each employee who has retired or who shall retire with twenty (20) years or more of service with the Authority shall be eligible to remain in the health care plan at their own expense. Payment for the premium shall be paid to the employer thirty (30) days in advance of the payment due date.
- C. All employees are enrolled in the PERS Pension Plan (Public Employees Retirement System).

## Article XXIX – Continuing Education

- A. Employees are entitled to receive one hundred percent (100%) reimbursement for tuition and fees for course work taught by a certified technician. The course work must be related to the improvement of the employee's job skills, and the course work may be approved by the Authority. The employee must receive a passing grade for the course.
- B. Employees shall also be entitled to a travel allowance for all mileage incurred in attending any such course. The employee will be reimbursed at the current IRS rate per mile.
- C. The employee shall not have any loss in pay for the pre-approved time in attending the class.
- D. In order to be entitled to the additional pay set forth below for obtaining a license or upgrade, the employee must first submit a written request to the Supervisor before enrolling in any licensing program. If the Supervisor, in his sole discretion, determines that such license or upgrade is necessary for proper options, the Supervisor may authorize the employee in writing to seek such a license or upgrade.
- E. Any current employee who obtains their first license, or who has a license on the date of this Agreement (whether an "S" or "C" classification, or a 1, 2, or 3 level), shall be entitled to have \$.50 (fifty cents) for a "C" or \$1.00 for an "S" type license added to his/her existing hourly rate. Any subsequent upgrade in the license obtained by the employee, regardless of the level, shall entitle that employee to an additional \$.25 (twenty-five cents) per hour for a "C" license and \$.50 (fifty cents) for an "S" license for each subsequent upgrade. An employee who was enrolled in a licensing program and obtained a license in 2001 or who received his/her license in 2002 shall receive the tuition reimbursement retroactive to January 1, 2002.

- F. Formal Training. A Supervisor may require that an employee receive formal training to better perform the employee's job. Training will be scheduled by the Supervisor. Employees shall be reimbursed for all costs incurred in attending such training, including a meal allowance up to \$10.00 (ten dollars) per meal and a travel allowance as set forth above (see B). The employee shall suffer no loss in pay for time taken to attend formal training.
- G. Certification. Any employee who is required to be certified or licensed in their present position shall be granted time off in order to take the necessary test if such test is scheduled during the normal work day. The employee shall suffer no loss in pay for attending.
- H. CDL – Certifications, Registrations and Licenses: Employees who are required for CDL shall have no loss in pay for the day in attending the necessary course for certification. The employee shall be entitled to a mileage and meal allowance as set forth above (see B and G above). Employees shall have the registration fee paid in full as well as the fee for the license paid for by the employer. The provisions set forth below shall only apply to employees CDL license in the employ of the Authority on the effective date of this agreement

Rates:

Class A – CDL – an employee who holds a Class “A” CDL license shall have his/her hourly rate increased by \$2.00 (two dollars) per hour.

Class A – CDL – With Endorsements – (example: air brakes) an employee who holds a Class “A” CDL license with endorsements shall have an additional \$.25 (twenty-five cents) added to their hourly rate for each additional endorsement required by the Authority.

Class B – CDL – With Endorsement – an employee who holds a Class “B” – CDL, with endorsement, shall have his/her hourly rate increased by \$1.25 (one dollar and twenty-five cents) per

hour and shall also receive an additional \$.25 (twenty-five cents) per hour for each additional endorsement he/she acquires as required by the Authority.

Class C – CDL – With Endorsement – an employee who holds a Class “C” – CDL with endorsement, shall have their hourly rate increased by \$1.00 (one dollar) per hour and shall also receive an additional \$.25 (twenty-five cents) per hour for each additional endorsement they acquire required by the Authority.

CDL – with Special Endorsements – (example: hazardous waste) – any employee who obtains a CDL with Special Endorsements shall have \$.25 (twenty-five cents) added to their hourly rate. The employee shall be reimbursed for all of the travel and course related registration and licensing fees for each required number of years that testing must be done. The mileage and the meal allowance shall be in accordance with the provisions set forth above. (See B & G).

## Article XXX – Clothing Allowance

The Authority shall contract with a clothing service to provide proper attire for the Authority employees. Under this service an employee shall receive: overalls, t-shirts, a four season coat and a winter coat.

In addition, all employees shall be reimbursed by presenting receipts for the following clothing allotments and shall wear and maintain during normal work hours:

On January 1 and June 1 of each contract year – each employee shall be allotted one (1) pair of work boots for a total of two (2) pairs of work boots per year.

Employees are expected to come to work looking neat and clean and shall request a replacement for any clothing allotment that no longer appears neat or is in need of repair.

## Article XXXI – Equal Treatment

The employer agrees that there will be no discrimination or favoritism upon or shown employees for any reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation, sexual orientation, national origin, color, handicap, Association membership, Association activities, or the exercise of any concerted rights or activities. For the purpose of this Agreement, he shall be a generic term referring to any employee regardless of their sex. Said usage is not intended to be discriminatory or sexually based.

## Article XXXII – Effective Date of this Agreement

This agreement shall be effective as of the date of signing herein by all of the parties hereto and shall remain in full force and effect through December 31, 2005. Except as otherwise agreed, it is understood by and between the parties hereto that all terms and provisions of this Agreement are retroactive to January 1, 2002. The beeper and call in provisions shall be effective for 2002; the eye glass provision shall be effective for 2002.

This agreement shall automatically renew itself on January 1, 2006 and continue from that point, on a year to year basis, unless one or more of the parties hereto shall notify the other parties hereto in writing, at least ninety (90) calendar days prior to the scheduled expiration date of this Agreement. In the event that such notice is given, negotiations for a new agreement shall begin not later than sixty (60) days prior to the scheduled expiration date of this Agreement.

This Agreement shall remain in full force and effect during the negotiations of a successor agreement.

### Article XXXIII – Saving Clause

In the event any Article, section, or portion of this agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the court's decision and upon issuance of such, confer on the invalidate Article, section or portion thereof.

Signature Sheet

In witness whereof, the parties hereto have caused this agreement to be executed by their Authority, President, Vice President, and Negotiation committee Members, and attested by the Clerk and their seal to be hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_ 2002

For The Union  
Communications Workers of  
America, AFL-CIO Local 1034

For the Beverly City  
Sewerage Authority

\_\_\_\_\_

\_\_\_\_\_

Carla Katz, President  
CWA Local 1034

Robert E. Lowden, Jr, Chairman  
Beverly Sewerage Authority

\_\_\_\_\_

\_\_\_\_\_

Florence McNamara  
CWA Local 1034  
Staff Representative

Edward Heron, Vice Chairman  
Beverly Sewerage Authority

\_\_\_\_\_

\_\_\_\_\_

Ruth Barrett  
CWA International Representative

Robert Bancroft, Authority Member  
Beverly Sewerage Authority

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Ruth Barrett  
CWA International Representative

George Hahn  
Beverly Sewerage Authority

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\_\_\_\_\_

Joseph J. Hays  
Negotiation Committee Member

Walter Gehm, Authority Member  
Beverly Sewerage Authority

Attachment "A"

Employee Name:	Title	Date of Hire
Joseph Hays	Asst Supt	12/19/80
Allen Harris	Operator	8/1/94
Douglas Weller	Operator 2	6/7/96
Margaret Lowden	Asst Sec/Treas	5/1/95

Attachment "B"

Titles – Start Salary – Job Descriptions

Title	Minimum Salary	Description
Joe Hays		
Asst Supt	\$40,851.00	
Allen Harris		
Operator	\$28,226.00	
Douglas Weller		
Operator 2	\$29,910.00	
Margaret Lowden		
Asst Sec/Treas	\$4,867.00	

Attachment #1

Agreement Between Communications Workers of America, AFL-CIO and the Beverly Sewerage Authority

Dated: August 28, 2006

Term of Agreement: January 1, 2006 through December 31, 2009

This document amends the original contract between CWA Beverly Sewerage Authority union employees and the Beverly Sewerage Authority dated January 1, 2002 through December 31, 2005. All language not amended by this Attachment will remain in place.

Pg 5 Work Hours – The normal work day is defined as 7:00 a.m. to 3:30 p.m.

Pg 6 Wages – BLUE COLLAR: Unit employees shall receive a 4% raise for 2006

4% raise for 2007

4% raise for 2008

5% raise for 2009

Pg 8 Overtime Hours – All hours worked past 3:30 p.m. or before 7:00 a.m. shall be paid at the overtime rate of one and one-half (1 ½) times the employee's regular hourly rate of pay.

Pg 10 Beeper pay –

2006 \$55.00 per week

2007 \$60.00 per week

2008 \$60.00 per week

2009 \$60.00 per week

Pg 21 Eyecare – All employees, including clerical, shall be eligible to receive One Hundred Fifty (\$150.00) dollars per individual every two (2) years for eye care, including family members upon the presentation of a paid receipt indicating the date, name of family member and provider.

Pg 45 CDL Licensing – Remove all referencing CDL (Commercial Drivers License) effective 1/31/06 (grandfather in Allen Harris Jr).

Pg 47 Clothing Allowance – Remove language “In addition, all employees shall be reimbursed by presenting receipts for the following clothing allotments and shall wear and maintain during normal work hours: One January and June 1 of each contract year – each employee shall be allotted one (1) pair of work boots for a total of two (2) pairs of work boots per year.” Replace with:

Supplied As Needed – Executive Director Approval:	Uniform Service:
Boots – 2 pair per year	2 jackets
Winter Jacket	15 pants
Overalls	15 shirts
Disposable overalls	all maintained and repaired
Raingear – boots, gloves, hats	
Gloves – all types (summer, disposable)	
Hard hats	
Safety glasses	
Ear Protection	
Back Protection	

**The CWA Union must begin contract negotiations 3 (three) months before the end of the current contract**

Signatures:

In witness whereof, the parties hereto have caused this attachment to be executed by their Authority, President, Vice President, and Negotiation Committee Members, and attested by the Clerk and their seal to be hereto affixed this 7<sup>th</sup> day of September, 2006.

For The Union  
Communications Workers of  
America, AFL-CIO Local 1034

For the Beverly City  
Sewerage Authority

\_\_\_\_\_  
Carla Katz, President  
CWA Local 1034

\_\_\_\_\_  
Robert E. Lowden, Jr, Chairman  
Beverly Sewerage Authority

\_\_\_\_\_  
Florence McNamara  
CWA Local 1034  
Staff Representative

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Edward Heron, Vice Chairman  
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Ruth Barrett  
CWA International Representative

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Robert Bancroft, Authority Member  
Beverly Sewerage Authority

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Ruth Barrett  
CWA International Representative

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George Hahn  
Beverly Sewerage Authority

\_\_\_\_\_  
Joseph J. Hays  
Negotiation Committee Member

\_\_\_\_\_  
Walter Gehm, Authority Member  
Beverly Sewerage Authority

