
CONTRACT BETWEEN
TWO RIVERS WATER RECLAMATION AUTHORITY
AND
COMMUNICATION WORKERS OF AMERICA
LOCAL 1038

APRIL 01, 2011 TO MARCH 31, 2015

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ARTICLE I

AGREEMENT

This Agreement, made and entered into this First day of April, 01, 2011 to March 31, 2015, between the Two Rivers Water Reclamation Authority, whose offices and main treatment plant are located at One Highland Avenue in the Borough of Monmouth Beach, New Jersey, hereinafter referred to as Authority or Employer, and the Communication Workers of America, , Local 1038, 58 First Avenue Suite 202 Atlantic Highlands, New Jersey, 07716, hereinafter called the Union,.

ARTICLE II

UNION SECURITY

- A. The Authority, for each of its employees in the bargaining unit who individually, in writing, authorizes the Authority to do so, will deduct from the earnings payable to such employee, the monthly dues and initiation fees, if any, for such employee's membership in the Union.
- B. Subject to applicable law, any such authorization shall be revocable by the individual employee by individual notice in writing mailed by registered letter to the Authority and the Union postmarked not earlier than five (5) days prior to the anniversary date of the signing of the authorization or five (5) days prior to the termination date of this Agreement, whichever is sooner.
- C. Individual authorizations executed after the effective date of this Agreement shall be signed cards provided by the Union, executed by the employee and transmitted to the Authority.
- D. All present employees included in the bargaining unit, who are not dues paying members of the Communication Workers of America, AFL-CIO-CLC GWA, Local 1034, shall be assessed eighty five percent (85%) of the monthly dues deduction paid by Union members in accordance with the laws of the State of New Jersey, provided they have completed their initial probationary period.

ARTICLE III

DUES CHECKOFF

- A. The Union will furnish the Authority a written statement of the dues and initiation fees to be deducted.**
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- B. The Authority agrees that it will deduct the Union dues from the pay of each employee who has furnished the Authority with written authorization to do so, and transmit the same with a list of such employees to the Secretary-Treasurer of Local 1034 within (2) weeks after such deductions are made.**
- C. The Union agrees to furnish written authorization, in accordance with the Statute (R. S. 52:14-15.9e) from each employee authorizing these deductions.**
- D. The Union shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The Authority or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding check in payment of such deductions by mail to the Union's last known address, the Authority and its officers and employees shall be released from all liability to the employee-assignors and the Union under such assignments.**

ARTICLE IV

UNION REPRESENTATION

- A. The Authority shall not unreasonably deny the Union the right to have one (1) employee leave his/her job to attend out of plant Union meetings or conventions without compensation.**
- B. The privilege of the Steward to leave his/her work at a reasonable time during working hours without loss of pay is extended with the understanding that the time will be reasonable and devoted solely to the proper handling of legitimate Union business. The Assistant Steward may replace the Steward when he/she is unavailable. The Authority and the Union agree that only one (1) Union representative shall attend to Union business. The Steward or Assistant must give his/her supervisor a minimum of four (4) hours notice, whenever possible, prior to leaving his/her work site.**

ARTICLE V

PLANT VISITATION

A duly authorized non-employee Union representative must sign in and request of the Executive Director or his designee permission to be on the premises. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations.

ARTICLE VI

HOURS OF WORK

- A. The Authority agrees that forty (40) hours per week, eight (8) hours per day, five (5) days per week shall constitute a regular week's work, here and after called work week, and shall be paid for at the regular straight time rates of pay hereinafter provided.
- B. The Union will be given one (1) week's notice of any change in any individual's shift from their current shift except in emergency situations. Consideration of hardship, caused by any schedule change, will be given by the Authority. Any change in the hours of a shift exceeding one (1) hour from the shift's current hours will be by mutual agreement of both parties.
- C. Overtime will be computed as follows:
1. One and one-half (1-1/2) times will be paid for all hours worked in excess of eight (8) hours in any one day.
 2. One and one-half (1-1/2) times will be paid for all hours worked on the sixth (6th) consecutive day of work.
 3. Double time will be paid for all hours worked in excess of twelve (12) hours in any one (1) day.
 4. One and one-half (1-1/2) times will be paid for all hours worked on holidays as specified in this Agreement.
 5. Double time will be paid for all hours worked on the seventh (7th) consecutive day.
- D. Shifts for inside group shall be assigned for one (1) year on the basis of seniority in classification. Days off will be rotated every three (3) months or six (6) months for inside group.
- E. The first six (6) months' work schedule for the following year shall be posted by December 15. The second six (6) months' work schedule shall be posted by April 15.

F. Weekend day shift schedule shall be 8:00 a.m. to 4:00 p.m. with no loss of pay provided the respective Operators on each shift shall actually and physically communicate with each other at the time of the shift change, and provided further that each Operator shall sign-off at that time.

G. The FLSA work week starts at 0001 hour Sunday and extends 168 hours to 2400 hour Saturday.

ARTICLE VII

OVERTIME

- A. The Authority's need for, and right to require a reasonable amount of overtime is recognized. Except in emergency situations at least four (4) working hour's notice of overtime shall be given. When practicable, overtime will be requested on a voluntary basis according to seniority, however in cases of emergency, the Authority has the right to assign such overtime. It is understood and agreed that an employee may refuse an assignment on occasion for good and sufficient reason. Any employee who refuses to work overtime when requested to do so shall be considered for purposes of equalization as having worked the scheduled overtime period despite the fact that no payments of any kind shall be made for overtime not actually worked. If an employee fails to report when he/she has agreed to work overtime, he/she shall be passed over for the next overtime assignment.
- B. Overtime shall be equally distributed as near as possible among the employees. No overtime shall be worked or paid for unless first authorized by the supervisor in charge.
- C. Only for the purpose of equalization of overtime, the road crew and the plant crew shall be considered as separate units.
- D. Employees are to be paid \$10.00 for a meal when they have worked three and a half (3-1/2) hours overtime in excess of their eight (8) hour shift. Overtime and Holiday work assignments are to be offered to full-time Union employees before being offered to part-time or summer employees.

ARTICLE VIII

REPORT TIME

- A. Whenever an employee reports for work for his/her regularly scheduled shift he/she shall receive a minimum of three (3) hours work or pay at his/her regular rate, provided the employee accepts any job within his/her classification to which he/she may be assigned.
- B. Whenever an employee is called into work after he/she has left from his/her regularly scheduled day's work, he/she shall receive a minimum of three (3) hours pay, at time and one half, provided that the employee accepts any job in his/her classification.
- C. The Authority shall not be liable to provide three (3) hours work or pay to the employee as aforesaid if there is no work or work stops because of an Act of God, power failure or other event which is beyond the Authority's control, provided the Authority has made a reasonable attempt to notify the employees not to report. Failure of an employee to report for work on account of a work stoppage or strike shall be considered a cause over which the Authority has no control, and thereby the above guarantees will not be implemented.

ARTICLE IX

SENIORITY

Seniority is defined to mean the accumulated length of continuous service with the Authority, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leaves of absence or absence for a bona fide illness or injury certified by a physician not in excess of one and one-half (1-1/2) years. Seniority shall be lost, and employment terminated if any of the following occurs:

1. Discharge for just cause.
2. Resignation.
3. Failure to return promptly upon expiration of authorized personal leave.
4. Absence for three (3) consecutive working days without approved leave or notice of injury or illness.
5. Engaging in any other employment during a period of sick leave.
6. Absence for illness or injury for more than one and one half (1-1/2) continuous years or any extension thereof agreed to by the Authority.
7. Layoff for longer than twelve (12) consecutive months.

ARTICLE X

GRIEVANCE PROCEDURE AND ARBITRATION

A. In the event that any difference arises between the Authority and the Union, or between the Authority and any of its employees affected by this Agreement, and concerning the interpretation, application or compliance with the provisions of this Agreement, such difference shall be deemed to be a grievance.

B. The procedure for the settlement of grievances shall be as follows:

STEP I:

The employee or the employees and the Union's grievance representative shall present the grievance orally to the employee's immediate supervisor within ten (10) calendar days after the employee becomes aware of the grievance, but in no event later than thirty (30) calendar days after its alleged occurrence, except under unusual circumstances. The immediate supervisor shall meet with the parties involved to make every reasonable effort towards a proper disposition and settlement of the grievance. If no satisfactory settlement is reached within two (2) working days from the time the grievance was discussed with the supervisor, then the grievance shall be reduced to writing by the Union on a grievance form provided by the Union, and presented to the supervisor within three (3) days who will return his/her written answer to the Union within three (3) working days.

STEP II:

In the event the grievance is not resolved under Step I hereof, the Union's grievance representative (who shall be the President or his designee of the local Union) shall present the written grievance as completed under Step I to the Executive Director of the Authority within five (5) working days, and arrange for a meeting for the purpose of reviewing the grievance. Should no mutually satisfactory settlement be reached within five (5) working days of the receipt of the written grievance, either party may refer the grievance to arbitration under Step III.

STEP III:

in the event the grievance has not been satisfactorily resolved in Step II hereof, the Union or the Authority may, within five (5) calendar days following the expiration of the five (5) day period under Step II, resort to arbitration when a dispute exists regarding the interpretation and/or application of a specific provision of this Agreement.

1. A request for arbitration shall be initiated by the Union or the Authority by serving upon the other a notice, in writing, of its intent to proceed to arbitration.
2. Said notice shall identify the provisions of the Agreement involved, the employee involved, and a statement of the grievance or grievances which were made the subject of the previous steps.

3. The party requesting arbitration shall make application to the Public Employees Relations Commission (PERC), and request that PERC submit a list of possible arbitrators from which they may select an arbitrator.
4. The arbitrator shall be limited to the issues presented, and shall have no power to add to, subtract from or modify the provisions of this Agreement, or to establish or change any wage rate. He/she shall confine his/her decision solely to the application and/or interpretation of this Agreement.
5. A decision of the arbitrator shall be binding on both parties.
6. All fees and expenses or administrative charges for the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case, including the expense pertaining to their respective witnesses from outside the bargaining unit.
7. The arbitrator shall hold the hearing at a time and place convenient to the parties.
8. In cases involving back pay, the arbitrator may award such back pay only to the date of the filing of the grievance.

C. All the time limits contained in this Agreement may be extended by mutual agreement. Unless such time is extended by mutual agreement, the failure to observe the time limits herein for the presentation of a grievance shall constitute an abandonment of a grievance and settlement thereof.

ARTICLE XI

PROBATIONARY EMPLOYEES

New employees will be regarded as probationary for the first four (4) months, during which time the Authority can reprimand or discharge without being challenged by the Union. The Authority shall have discretion to extend the probationary period to six (6) months, provided notice is given to the Union regarding reasons for extension. There shall be no responsibility for re-employment of probationary employees if they are discharged or laid off during this probationary period. After the probationary period is completed, the new employees will be placed on the seniority list from the first day of employment.

ARTICLE XII

PROMOTIONS AND UPGRADES

- A. The Authority and the Union agree that promotions and upgrades shall be made from among the then current employees.
- B. If a newly created job or open job exists, which represents a promotion or upgrading for employees within the bargaining unit, such job will be posted on the bulletin board for three (3) working days. Such posting is to set forth Job Classification, description and rate of pay (minimum and maximum). At the end of the posting period, if no employees have bid for the job, the Authority has the right to go outside. Employees wishing to bid for said posted jobs shall sign their names to such posting.
- C. After the above prescribed period, the Authority shall make every reasonable effort to award the posted job to the most senior employee who signed the posting, and who is capable of doing the job. Whenever a vacancy occurs in the unit, present employees may request a transfer to said opening prior to the hiring of any new employee for said position. A transferred employee shall have a trial period of up to thirty (30) days and, if he shall fail to qualify, he shall return to his/her former position. This is to be determined by the Authority. Such awards are subject to the grievance procedure of this Agreement.
- D. While an employee is on layoff, no new employee will be hired in his/her or a lower classification.
- E. The Authority and the Union agree that employees shall not be granted downgrade rights.

ARTICLE XIII

VACATIONS

Employees who are in the Authority's active employ as of June 30 of any year will receive vacation pay during the vacation period as follows:

- A. Employees who have been in the continuous employ of the Authority for six (6) full months shall receive one (1) work week's vacation.

- A newly hired employee who commences employment prior to the fifteenth (15th) of a given month shall receive credit for the full month; a newly hired employee who commences employment on the fifteenth (15th) of a given month or later shall receive no credit for that month.

- B. For each additional full month of employment, up to one (1) year, the employee shall receive one (1) additional day of vacation until two (2) work weeks are reached.

- C. For each additional year employed, the employee shall receive one (1) additional day of vacation until three (3) work weeks are reached.

- D. The Authority will grant four (4) weeks vacation to employees completing eleven (11) years of service.

- E. Should any of the recognized paid holidays fall within an employee's vacation period, the employee's vacation shall be extended for one (1) day, or the employee may elect to receive holiday pay in lieu of the extended vacation.

- F. Vacations are not cumulative from one (1) year to the next.

- G. Vacation dates shall be posted by December 15 for the first six (6) months of the following year; the second six (6) months shall be posted by April 15 of each year. In cases of conflict, the employee with the greater seniority shall have first preference.
- H. When an employee is laid off, quits or is terminated, he/she shall be paid proportionately for earned vacation time.
- I. Up to five (5) days can be carried over from year to year, non cumulative. An additional 5 unused vacation days may be sold back at the rate of pay in effect in the year in which the vacation was earned.

ARTICLE XIV

HOLIDAYS

A. A regular, full-time employee, when not required to work by reason of his/her scheduled day off, shall nevertheless receive straight time wages based upon his/her regular rate of pay, for each of the following holidays that occur on his/her day off, provided that he/she shall have served his/her probationary period, and is on the job and available for work the last scheduled work day before the first scheduled work day after the holiday, even though in a different work week, unless excused by the employer or is absent because of illness. The Authority may request a doctor's certificate as proof of illness.

B. Holidays under the scope of this Agreement shall be:

One half day on the day prior to New Year's Day

New Year's Day

Martin Luther King Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving Day

One Half Day on the day prior to Christmas

Christmas Day

C. Holidays that fall on Saturday will be celebrated on Friday. Holidays that fall on Sunday will be celebrated on Monday. This affects only those employees working Monday through Friday.

ARTICLE XV

SICK AND PERSONAL LEAVE DAYS

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- A. All employees will be granted eleven (11) days of sick leave per contract year.

 - B. Unused sick leave can be accumulated from one year to the next with no limit.

 - C. In cases where the Authority suspects abuse of sick leave, it may request the employee's reason for use of the sick day. The Authority shall retain the right to request a doctor's Certificate of Illness in the event an employee utilizes three (3) or more consecutive sick days.

 - D. A form of Temporary Disability Benefits shall be furnished after seven (7) continuous days of illness. Disability benefits paid in lieu of wage payments shall be at the rate provided for by the State of New Jersey.

 - E. Upon death or retirement, the Authority will grant one-half (1/2) day's pay for each accumulated unused sick day up to a maximum of 160 days after six years of service. In the event of death, the benefits under this clause shall be paid to the employee's beneficiary.

 - F. Full time, permanent employees are entitled to two (2) personal days per year. Except in cases of emergency, the employee shall provide twenty-four (24) hours notice before using a personal day. Personal days are not cumulative from one year to the next. No personal days shall be granted the day before or the day after a vacation or holiday. A third personal day shall be granted that must be scheduled and approved prior to use.

ARTICLE XVI

HEALTH

The Authority will continue the present Dental plan or provide equal or better benefits for all full time employees, for the term of this contract.

Effective March 1, 2007 or as soon as practical prescription plan coverage will be provided by the New Jersey State Health Benefits Prescription Drug Program Plan #201 or provide equal or better benefits for all full time employees for the term of this contract.

Health benefit coverage will be provided by the New Jersey State Health Benefit program or provide equal or better benefits for all full time employees for the term of this contract.

The Authority will consult with the union regarding changes in benefits. Any changes in benefits will provide benefits equal to or better than present coverage provided.

The Authority will provide \$20,000.00 life insurance for each full time employee in this unit.

Health care upon retirement shall be effective October 01, 1989. To be eligible, an employee shall have twenty-five (25) years of service with the employer, and meet the minimum age of fifty-five (55) years old, provided that any employee in the service of the employer on May 12, 1989, who when reaching the age of sixty-five (65) cannot have twenty-five (25) years of service, shall be deemed to have twenty-five (25) years of service for the purpose of this requirement and therefore qualify for this benefit if said employee works to age sixty-five (65) and retires then.

ARTICLE XVII

MERIT SALARY GUIDE FOR PLANT EMPLOYEES

Base hourly rate will be increased by \$1,200 per year of the contract for all current employees.

The starting pay for any employee hired after the effective date of this contract shall be decreased by \$15,000. The new employees pay shall then be stepped up to the current employee's maximum rate at a rate of \$1,500 per year, in addition to any contractual increases, until it reaches the maximum rate of current employees in that job title.

The Authority and the Union agree to discuss a stand-alone incentive program with a maximum of 3 goals and a maximum stipend of 1.5% of base salary per year.

The attached schedules reflect the above increases.

Night differential will be made to all employees on hours actually worked.

Second Shift

Operator – payment of .85 per hour

Third Shift

Operator – payment of 1.15 per hour

Emergency Call-In Pay

Time and one half paid for all hours worked with a minimum guarantee of three hours pay.

Licensing

The Authority will pay a maximum of 1.40 per hour

Collection Operators with	NJC 1	.45 per hour
	NJC 2	.80 per hour
	NJC 3	1.15 per hour
	NJC 4	1.50 per hour
Plant Operators with	NJS 1	.45 per hour
	NJS 2	.80 per hour
	NJS 3	1.15 per hour
	NJS 4	1.50 per hour
	NJA 2	.80 per hour
Maximum Black Seal in-charge		.80 per hour

- EMPLOYEES; not required to have license (those other than listed in Article XVII) shall receive the following: This includes S, C and N licenses. (NJDEP)
- One license under article XVII (either NJL-1 or NJS-1) .10 CENT PER HOUR
- Two license under article XVII (either NJS-2 or NJL-2) .20 CENT PER HOUR
- WHEN AN EMPLOYEE IS PERFORMING WORK OF A HIGHER CLASSIFICATION, including but not limited to Operator performing Senior Operator duties in the Senior Operators absence, he shall be paid at the higher rate so long as that employee performs the duties of the higher classification.

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	NJS 4	1.50 per hour
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- WHEN AN EMPLOYEE IS PERFORMING WORK OF A HIGHER CLASSIFICATION, including but not limited to Operator performing Senior Operator duties in the Senior Operators absence, he shall be paid at the higher rate so long as that employee performs the duties of the higher classification.

APRIL 1, 2011 TO MARCH 31, 2015 TRWRA MERIT SALARY GUIDE FOR 1038 EMPLOYEES

JOB TITLE	PREVIOUS CONTRACT	RATE PER HOUR APRIL, 1 2011 to March 31, 2012	RATE PER HOUR APRIL, 1 2012 to March 31, 2013	RATE PER HOUR APRIL, 1 2013 to March 31, 2014	RATE PER HOUR APRIL, 1 2014 to March 31, 2015
MECHANIC	\$32.39	\$ 32.97	\$ 33.54	\$ 34.12	\$ 34.70
ASSIS MECHANIC	\$30.43	\$ 31.00	\$ 31.58	\$ 32.16	\$ 32.73
OPERATOR	\$29.76	\$ 30.34	\$ 30.92	\$ 31.49	\$ 32.07
SR PLANT OPERATOR	\$32.10	\$ 32.68	\$ 33.25	\$ 33.83	\$ 34.41
SR COLL SYS OPERATOR	\$32.10	\$ 32.68	\$ 33.25	\$ 33.83	\$ 34.41
SR MAINT MECHANIC	\$34.74	\$ 35.32	\$ 35.89	\$ 36.47	\$ 37.05

Employees hired after April, 2011 receive the above rate minus \$7.21 per hour and an additional 0.7212 per year increase for 10 years until the above rate is reached.

ARTICLE XVIII

DISCIPLINE AND DISCHARGE

A. It is agreed that nothing herein shall in any way prohibit the Authority from discharging or otherwise disciplining any Authority employee, regardless of seniority, for just cause. In all cases of discharge or discipline, an employee has the right to have a Union representative present. Written notice of discharge or discipline shall be served upon the Union and the employee involved.

B. In the event that a discharged employee feels that he/she has been discharged or disciplined unjustly, said employee or the Union, with permission of the employee, shall have the right to file a grievance, which must be in writing, with the employer within three (3) work days from the time of discharge or discipline. Said grievance shall be initiated at the second step of the grievance procedure. If no grievance is filed within the time period specified, then said discharge or discipline shall be deemed to be absolute unless such time period is extended by mutual agreement of the parties.

ARTICLE XIX

BULLETIN BOARD

The Union shall have the use of a bulletin board on the Authority's premises for posting of notices relating to Union meetings, official business and social functions only. No notice shall be posted until it has been submitted to, and approved by, the Executive Director of the Authority. Such approval shall not be unreasonably withheld.

ARTICLE XX

WASH-UP TIME

Employees will be allowed ten (10) minutes to wash-up before lunch, and ten (10) minutes for showers at the end of their regular shift.

ARTICLE XXI

JURY DUTY PAY

~~Each employee who has served his/her probationary period, who is summoned and reports for jury duty as~~
prescribed by applicable law, shall be paid by the Authority an amount equal to the difference between the regular straight time earnings the employee otherwise would have earned by working during straight time hours for the Authority on that day and the daily jury duty fee paid by the Court for each day on which he/she reports for or performs jury duty or when summoned for appearance for examination as to competency and qualifications to serve as a trial juror, and on which he/she otherwise would have been scheduled to work for the Authority. It is agreed, however, that this section shall not apply if an employee serves on a jury while he/she is already on layoff, leave of absence or vacation or for more than one period of jury service in any calendar year when he/she is not required by law to do so.

ARTICLE XXII

BEREAVEMENT PAY

A. A regular, full-time employee shall be excused from work by his/her supervisor because of death in his/her immediate family, as defined below, and shall be paid his/her regular rate of pay for the scheduled working hours missed but not exceeding three (3) working days.

B. Immediate family is defined to mean parents, children, spouse, grandparents, grandchildren, brother or sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law only. Proof of death satisfactory to the Authority shall be furnished to it upon request.

ARTICLE XXIII

SAFETY

A. The Authority shall pay for one (1) pair of safety shoes per employee per year up to \$150. The Authority shall select the supplier of the safety shoes.

B. Two (2) persons shall work each shift together; except when it is not dangerous for a person to work alone.

C. The Authority agrees to comply with all laws and regulations regarding occupational safety and health, and environmental concerns, including correcting problems wherever necessary. The Authority further agrees to provide protective devices and other equipment that it is required to supply under applicable law. Employees must follow reasonable safety rules and regulations.

A Committee of three (3) members of management and three (3) members of the Union will constitute the Safety Committee. They will meet a minimum of once, every three (3) months, to bring up safety and health problems in order to protect workers from injury and sickness. The Committee may also meet at the request of either party as special situations arise. The Committee will keep written reports of their findings so that if a situation has not been corrected, it will appear on the next meeting's agenda.

ARTICLE XXIV

EDUCATION

Employees may take appropriate work related courses. Employees must submit a written request for approval for a course, no later than three (3) months prior to the commencement of the course, whenever possible. Approval of any course for reimbursement shall be subject to the Executive Director or his/her designee. The Authority shall reimburse the employees for the cost of the course upon proof of the successful completion of such course.

Review courses for license or registration taken for the first time will be reimbursed 100%. Review courses taken more than one time will not be reimbursed.

ARTICLE XXV

SUPERVISORY WORK

Supervisors shall not perform any work in excess of one (1) hour per day normally performed by non-supervisory employees, except in cases of emergency, and for purposes of training.

ARTICLE XXVI

NO STRIKE – NO LOCKOUT

- A. It is recognized that the need for continued and uninterrupted operation of the Authority's departments and agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.
- B. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree for the term of this Agreement that there will not be, and that the Union, its officers, members, agents or principals, will not engage in, encourage, sanction or suggest, strikes, slow-downs, job actions, lockouts, mass resignations, mass absenteeism, or other similar action that would involve suspension of or interference with normal work performance.
- C. The Authority shall have the right to discipline or discharge any employee encouraging or causing a strike, slow-down or other such interference.

ARTICLE XXVII

MANAGEMENT'S RESPONSIBILITY

It is recognized that the management of all operations, the control of its properties, and the maintenance of order and efficiency is solely the responsibility of the Authority. Accordingly, the Authority 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 relieve employees from duty because of the lack of work or for other legitimate reasons; decide the number and location of its facilities and stations, determine the work to be performed within the Union, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering, and the control of equipment and materials; purchase services of other, contract or otherwise, except as they may be otherwise specifically limited in this Agreement, and to make reasonable and binding rules that shall not be inconsistent or contrary to this Agreement.

ARTICLE XXVIII

EMBODIMENT OF AGREEMENT

~~This document constitutes the sole and complete Agreement between the parties, and embodies all the~~
terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject that is (or may be) subject to collective negotiations. Any prior commitment or agreement between the Authority and the Union or any individual employee covered by this Agreement is hereby superseded.

ARTICLE XXIX

WORKERS' COMPENSATION PROGRAM

The Authority agrees to pay employee's full salary minus the worker's compensation insurance benefit payment for the first ten (10) weeks they are on worker's compensation. After ten (10) weeks, the employee will receive only the worker's compensation benefit.

ARTICLE XXX

SEVERANCE

In the event that the Two Rivers Water Reclamation Authority chooses to have layoffs due to either budget constraints, privatization or private contracting, the Two Rivers Water Reclamation Authority will provide continued medical and dental insurance for the laid-off employee for a period not to exceed three (3) months. However, if other medical or dental insurance is available to the laid-off employee through either his/her new employer or through his/her spouse, coverage will terminate upon that medical and/or dental coverage being available to the laid-off employee.

The Two Rivers Water Reclamation Authority also agrees to pay the separated employee one week's wages for each year of service, to a maximum of twenty-five week's wages. The Two Rivers Water Reclamation Authority will also provide a retraining program which will allow employees, within 30 days of separation from employment by the Authority, to register for formal retaining for job employment, at a cost not to exceed \$2,000 per employee. This money will be made available to the employee upon completion of an approved course.

The Two Rivers Water Reclamation Authority also agrees that it will pay to the laid-off employee, in wages, whatever remaining vacation, and personal days owed to the employee for the remainder of the calendar year in which the layoff occurs.

ARTICLE XXXI

PERSONNEL FILES

In the event that a document is to be placed in an employee's Personnel File, the employee shall be notified in writing of the intent to place the document in the Personnel File. The Employee will be required to acknowledge receipt of the document by signing same and said acknowledgement shall be incorporated in the document going into the Personnel File.

ARTICLE XXXII

DURATION

ML 6/22/11
2015-K.T. 6-22-11
This Agreement shall become effective as of April 1, 2011, and shall remain in effect as otherwise provided herein, up to and including March 31, 2014, and shall automatically renew itself from year to year thereafter unless written notice to terminate or amend the Agreement is given by either party to the other at least sixty (60) days before its expiration or any annual renewal thereof.

IN WITNESS WHEREOF, the parties hereunto have set their hands and affixed their seals the day and year first above written.

ATTEST: TWO RIVERS WATER RECLAMATION AUTHORITY

William R. Baarck 06/26/11
WILLIAM R. BAARCK, P.E., SECRETARY

William Leonard 6/22/11
WILLIAM LEONARD, CHAIRMAN

John Bonforte Sr. Commr
JOHN BONFORTE SR, COMMISSIONER

Michael A. Gianforte 6/22/11
MICHAEL A. GIANFORTE, PE, EXECUTIVE DIRECTOR

ATTEST:

Edward J. Giffen

COMMUNICATION WORKERS OF AMERICA,
LOCAL 1038

Kevin P. Tauro 6-22-11
V.P. Local Gov. Mon.
KEVIN TAURO, BRANCH PRESIDENT

Joseph J. Pilkington 6/22/11
JOSEPH J. PILKINGTON, CHIEF STEWARD

David Ivins 6-22-11
DAVID IVINS

Francisco Pinho 6-22-11
FRANCISCO PINHO

Steve White 6-22-11
STEVE WHITE