



**A G R E E M E N T**

**BETWEEN**

**BOROUGH OF BEACHWOOD  
OCEAN COUNTY, NEW JERSEY**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA  
A.F.L.- C.I.O LOCAL 1088**

**EFFECTIVE: JANUARY 1, 2005  
ENDING DATE; DECEMBER 31, 2007**

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## **PREAMBLE**

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the BOROUGH OF BEACHWOOD, in the County of Ocean, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough" and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, hereinafter called the "Union", represents the complete and final understanding of all bargainable issues between the Borough and the Union.

## **ARTICLE 1** **UNION RECOGNITION**

- A. The Borough hereby recognizes the Union as the sole and exclusive collective bargaining agent and representative for all permanent full-time and part-time (20 hrs.) white and blue collar employees, employed by the Borough of Beachwood, but excluding supervisory and confidential personnel.
- B. Any employee reclassified shall be recognized by the Borough, provided the classification does not fall under exclusion.
- C. The title of Municipal Court Deputy Administrator, shall be covered by provisions of this Agreement, except those articles of the Agreement wherein the Municipal Judge has the authority to set terms and conditions of employment under the applicable rules governing the Courts of the State of New Jersey

## **ARTICLE 2** **NON-DISCRIMINATION**

- A. The Borough and the Union agree that there shall be no discrimination against any employee because of race, creed, color, sex, national origin, or political affiliation.
- B. The Borough and the Union agree that all employees, covered under this Agreement, have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Borough or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

## **ARTICLE 3** **MUTUAL COOPERATION PLEDGE**

- A. It is recognized that the need for continued and uninterrupted operation of the Borough'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. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any persons acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walkout, or other job action against the Borough..
- C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned including but not limited to publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

- D. In the event of a strike, slow-down, walk-out or job action it is covenanted and agreed that participation in any such activity by a member of the Union shall entitle the Borough to take appropriate disciplinary action including the possibility of discharge in accordance with applicable law.
- E. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE 4  
MANAGEMENT RIGHTS

- A. The Borough of Beachwood hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to 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 Borough Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
  - 2. The right of management is recognized to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after giving advance notice thereof to the employees to require compliance by the employees.
  - 3. The Municipality reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the department.
- B. Notwithstanding, anything herein to the contrary , the Borough reserves unto itself all authority with respect to management of the Department operations, the right to hire, promote, suspend or discharge employees for cause in accordance with N.J.S.A. Title 11A.
- C. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- D. Nothing contained herein shall be construed to deny or restrict the Borough or employees of their rights, responsibilities and authority under revised statutes of New Jersey 40 and 40A, or any other national, state or county statutes.
- E. All of the terms and conditions of employment not specifically set forth herein or not specifically covered by existing statutes, are hereby reserved by the Borough as its management prerogatives and rights.

**ARTICLE 5**  
**UNION RIGHTS**

**SECTION 1 - Union Rights**

- A. The Borough agrees to make available to the Union all public information in its possession necessary for the Union to represent its member in Collective negotiations and grievance matters. All requests for such information shall be made through the Department Heads.
- B. Whenever the Borough and the Union mutually schedule a negotiation session, grievance meeting, or any other conference or meeting whereby a representative or employee, is required to participate, they shall do so without loss of pay.
- C. Whenever the Borough decides to make changes in policies pertaining to terms and condition of employment, the Borough shall notify the Union within fifteen (15) days of such change, and meet with the Union five (5) days thereafter to discuss and consider for the possibility of implication.
- D. Union officers and stewards shall be granted a cumulative total of five (5) paid union days per calendar year for attendance at training sessions, union conventions and other union related functions. The Union shall make every effort to give the employer at least five (5) days prior notice of the employees to be released for the Union activities, if manpower is not affected, and with the approval of the either the Superintendent of Public Works or Director
- E. The Borough agrees to allow employees to attend conferences and training for Health and Safety, without a loss or reduction in Union Leave time, (upon written request, and as needed, if manpower is not affected, and with the approval of the either the Superintendent of Public Works or the Director.

**Section 2 - Stewards**

- A. The Borough recognizes the right of the Union to designate no more than three (3) stewards and alternates to represent the Union and the employees covered by this Agreement. The Union shall furnish the Borough with the names of the stewards and the alternates shall notify the Borough of any changes within five (5) calendar days of the actual change.
- B. The authority of the stewards or alternates, so designated by the Union, shall be limited to, and shall not exceed the following duties and activities:
  - 1. The investigation and presentation of grievances in accordance with the provisions of the Agreement. If both parties agree it is necessary for the steward to perform any of such duties during his working time, the steward shall be released from work upon prior notice to, and authorization of his supervisor, as soon as convenient to the Borough and only to the extent necessary to make the investigation and for conferring with the Borough's representative.
  - 2. Except as previously provided, the steward shall be required to perform his duties in the same manner and to the same extent as other employees.

**Section 3-** Bulletin Boards

- A. The Borough will provide a bulletin board in a conspicuous location in the employee's lounge for the use of the Union in posting of notices concerning Union business and activities.
- B. Said bulletin board shall be under the control of the Union President and shall not contain any salacious, foul, obscene, or annoying material. Any such material may be removed by the Governing Body, or its designated representative.
- C. Continued abuse will be cause for disciplinary action.

**ARTICLE 6**

**DUES CHECKOFF AND REPRESENTATION FEES**

- A.. The Borough agrees to deduct, from the salaries of its employees, subject to this Agreement, membership dues for the Union. The amounts to be deducted shall be certified to the Borough by the Union. Changes in dues shall be sent to the Borough no less than thirty (30) days before they are to take effect. Employees working less than 40 hours per week will pay dues on a pro-rated basis. Such deduction shall be made in compliance with Chapter 123, Public laws of 1974 N.J.S.A. (R.S.) 52:14-15.9 (e), as amended.
- B. Representation Fee: Any employee who does not join the Union within thirty (30) days of initial employment shall, as a condition of employment, have 85% of the regular membership dues automatically deducted from their pay as a representation fee.
- C. No deductions will be made for any month in which there is insufficient pay available to cover the same after all other deductions, by law, have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Borough, through error or oversight, failed to make the deduction in any monthly period.
- D. Deduction of Union Dues and Representation Fee made pursuant hereto, shall be remitted, by check, by the Borough, to the Union, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 1925 "K" Street N.W., Washington D.C. 20006, by the tenth (10th.) day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local Union President.
- E. The Union shall indemnify and save the Borough harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting same to the Union, pursuant to this Article.
- F. The Union agrees that there shall be no discrimination, intimidation, restraint, coercion, harassment, or pressure by it or its officers, agents, or members against any employee who refuses or fails to execute an authorization card.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise effecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.
- C. The term "grievance" as used herein means an appeal by an individual employee and the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative action affecting them or arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement.
- D. The following constitutes the sole and exclusive method for resolving problems between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

#### **STEP ONE**

Either the aggrieved or the Union shall institute action under the provision hereof within ten (10) working 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 Department Head for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

#### **STEP TWO**

If no agreement can be reached orally within ten (10) working days of the initial discussion with his immediate supervisor, the employees of the Union may present the grievance, in writing, within ten (10) working days thereafter with the Department Head or his designated representative. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract violated or non-contractual (past practice) and the remedy requested by the grievant. The Department Head or his designated representative, will answer the grievance in writing within ten (10) working days of receipt of the written grievance.

#### **STEP THREE**

If the grievance is not settled through Steps one and Two, or no answer has been received by the Union within the time set forth in Step Two, the Union may appeal the decision of the Department Head, such appeal being presented in writing to the Governing Body within ten (10) working days after receipt of the decision of the Department Head. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Governing Body shall respond in writing to the grievance within ten(10)working days of submission.

#### **STEP FOUR**

If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to Arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission.



The costs for the services of the Arbitrator shall be borne equally by the Borough and the Union. Any other expense, including, but not limited to the presentation of witnesses, shall be paid by the parties in incurring same .

The parties direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

The Arbitrator shall be bound by the provisions of the Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.

- E. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then 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], then 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 for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding the grievance at any step in the grievance procedure.
- F. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no Arbitration Hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Governing Body on the grievance. In the event the grievance pursues his remedies through Civil Service, the Arbitration Hearing if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association.

#### **ARTICLE 8** **DISCIPLINE**

Discipline shall be progressive in nature and corrective in intent and with just cause in the event an employee is about to be disciplined, management must notify the union steward. Employees have a right to the presence of a union Steward where discipline is likely.

#### **ARTICLE 9** **PERSONNEL FILES**

- A. Upon prior request to the Department Head, employees shall have the right to inspect and review their individual personnel files.
- B. The Borough recognizes and agrees to permit said review and examination at reasonable times.
- C. Employees shall have the right to respond in writing to anything found in their individual personnel files. This response shall become a part of the employee's individual personnel file.
- D. The employee will receive copies of any written reprimands, performance evaluations or work commentaries placed in the employee's file. The employee's signature signifying knowledge of these documents shall be required by the Department Head.

- E. An employee shall not be disciplined for acts which occurred more than one (1) year prior to the service of a notice of disciplinary action against said employee for the acts of current nature, except for those acts which constitute a crime. Employees whole record may be considered with respect to the appropriateness of the penalty to be imposed.
- F. Reprimands, unsatisfactory evaluations and notices of disciplinary action, two (2) or more years old, shall be deleted from the employee's personnel files, with the exception of disciplinary action for acts of a criminal nature.

## **ARTICLE 10** **WORK HOURS**

Normal work hours for employees in Section 1 and 2 below may be changed only with prior approval of the Union.

### **Section 1 - White Collar**

The working hours for white collar workers shall be as follows:

- A. The normal work day shall consist of six (6) hours excluding a one (1) hour unpaid lunch period.
- B. The normal work week shall consist of thirty (30) hours, Monday through Friday 9:00 a.m. -4:00 p.m.

### **Section 2 - Blue Collar**

The work hours for blue collar employees shall be as follows:

- A. The normal work day shall consist of eight (8) hours excluding one half hour (30 Minutes unpaid lunch period, and fifteen (15) minutes paid wash up time.
- B. The normal work week shall consist of forty (40) hours Monday through Friday 8:00 a.m. - 4:30 p.m. Workday shall be between the hours of 7:00 a.m. and 4:30 p.m.

### **Section 3 - Rest Periods**

Employees will have a fifteen (15) minute break during the first half of each full work day , and fifteen (15) minutes in the afternoon.

**ARTICLE 11**  
**OVERTIME AND CALL OUT**

**Section 1 – Overtime**

- A. All work before or after those hours described in Article "Work Hours", shall be considered as overtime work, and shall be paid as such. Time and one-half a person's hourly wage will be paid after a normal workday and/or work week or on Saturday, the sixth Workday. Double time a person's hourly wage will be paid for Sunday and Holidays.
- B. Overtime will be worked only when necessary and the employees are expected to work necessary overtime, authorized by the Department Head .
- C. Overtime shall not be worked during any week in which an employee is on vacation, except in an emergency with authorization from management. Said employee for duration of vacation shall be junior on the list if required to work.
- D. Any part of an hour worked past the normal working hours shall be paid as one hour of overtime pay, and the individual shall complete the hour.

**Section 2 - Overtime Rotation & Equalization**

- A. Overtime shall be distributed on a rotating basis according to seniority among those who normally do the work.
- B. The Department Head or his designated representative shall post a list indicating the amount of overtime worked and/or denied by each individual employee. This list shall be revised monthly to show the accumulated amount of overtime hours worked and/or denied for that calendar year.

**Section 3 - Call Out**

- A. Callout time shall be construed as any employee returning to work for an emergency before or after the regular schedule or unanticipated Saturday.
- B. All employees will be paid a minimum of two (2) hours pay at one and one-half his hourly rate for call out time.
- C. Call out for Sundays and Holidays will be paid at a minimum rate of three (3) hours at the double time rate.

**Section 4 - Snow Work**

- A. Snow work shall be paid as overtime work as covered under this article.
- B. Snow work during a regular shift is excluded from overtime or emergency pay.

**Section 5 - Overtime**

Each employee's pay stub shall reflect in detail how many hours of overtime has been worked, and at what rate of pay he/she has been compensated.

**ARTICLE 12**  
**VACATION LEAVE**

- A. Annual leave with pay shall be earned at the rate of one (1) working day of leave for each full calendar month of service during the remainder of the calendar year following the date of hire.
- Twelve (12) working days leave thereafter for every year up through four (4) years of service;
- Fifteen (15) working days leave after the completion of four (4) years and up through nine (9) years;
- Twenty (20) working days leave after the completion of nine (9) years and up through twenty (20) years of service;
- Twenty-five (25) working days leave after the completion of twenty (20) years service.
- Permanent part-time employees shall receive allowance on a prorated basis.
- B. It is expected that annual leave is to be taken during the current calendar year at such times as permitted . However any unused leave may be carried forward into the next succeeding year only. The Governing Body will determine if annual leave cannot be taken because of the pressures of work.
- C. Leave with pay must be requested in writing at least twenty-four (24) hours in advance.
- D. Employees will, with due consideration of the needs of the Borough, be permitted to take their annual leave at times they request. However, all annual leave must be approved by the Department Head or his duly designated representative.
- E. The Department head or his representative is to be notified of the desired annual leave dates, prior to March 01 of the calendar year. Annual Leave requests will be considered on the basis of seniority. Minimum allowable vacation time will be in increments of ½ working days except in emergencies.
- F. The Borough must notify employees requesting annual leave within thirty (30) days of his/her request to change his/her schedule. The Borough will notify the Union of any change or cancellation of annual leave (30) days before such change occurs. Management however shall retain right to waive clause if Mayor and/or Council determine that an Emergency exists. Mayor and Council shall be the sole determinant of an "Emergency" and all decisions will be final.
- G The Borough of Beachwood will pay, upon the separation, retirement or death of the employee, unused vacation leave.

**ARTICLE 13**  
**HOLIDAYS**

A. The following are recognized as Holidays:

1. From 12:00 p.m. New Years Eve
2. New Years Day
3. Martin Luther King Day
4. Lincoln's Birthday
5. President's Day
6. Good Friday
7. Memorial Day
8. July 4th.
9. Labor Day
10. Columbus Day
11. Veterans Day
12. Election Day
13. Thanksgiving Day
14. Friday after Thanksgiving
15. Christmas Eve
16. Christmas Day

- B. Each regular full time employee will receive his/her regular salary for any holiday he is not required to work. If any employee is requested to work on any designated holiday, he shall receive his regular pay plus double time.
- C. Holidays which fall on Saturdays shall be celebrated on the preceding Friday. Holidays which fall on Sunday shall be celebrated on the following Monday.
- D. Any additional holidays promulgated by the Governing Body.

**ARTICLE 14**  
**SICK LEAVE**

- A. During the first year of employment only, full-time employees shall be entitled to and accrue one (1) sick day per month during the remainder of their first calendar year of employment, after initial employment. Thereafter, sick leave shall accrue on the basis of fifteen (15) days per year, per employee, and shall accumulate from year to year.
- B. Part-time permanent employees shall be entitled to sick leave as established by the Borough on a pro-rated basis. One (1) day and one (1) hour for each 160 hours of work.
- C. If any employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified by the start of the actual work day or shift.
- D. Failure to so notify his supervisor may cause denial of the use of sick leave and may constitute cause for disciplinary action.
- E. Absence without notify for five (5) consecutive days shall constitute a resignation not in good standing.
- F. An employee, who is on sick leave for five(5) or more consecutive working days, shall be required to submit to the Borough, acceptable medical evidence substantiating the illness.

1. Any employee who has been absent on sick leave for periods totaling fifteen (15) days in one calendar year consisting of periods of less than five (5) days, shall be required to submit acceptable medical evidence for any additional sick leave in that year .
2. Employees with illnesses of a chronic or recurring nature, requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.
- G. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
- H. The Borough may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined, at the expense of the Borough, by a physician designated by the Governing Body. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health or safety of other employees.
- I. Management may request a medical verification of absences occurring before or after a holiday or vacation day.
- J. Sick leave will be at a minimum of 1 hour increments unless there is a specific emergency that requires immediate attention.
- K. Upon the retirement of an employee, the Borough shall pay the employee for all his/her accumulated sick leave that has been earned while in the Borough's employment up to a maximum payment of Twenty thousand dollars (\$20,000.00). The Borough shall have the option of purchasing an annuity contract which shall provide the retiring employee with the option of receiving either a lump sum of two (2) or three (3) year pay out .

**ARTICLE 15**  
**BEREAVEMENT LEAVE**

- A. Each employee shall be granted a maximum of five (5) days leave with pay, per occurrence, per year, in the event of the death of spouse, child, parent, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparent, grandchild, son-in-law, daughter-in-law, stepson, stepdaughter. An employee shall notify his/her Department Head as soon as possible for the need of such leave usage. Each employee shall be granted the day of the funeral for aunt and/or uncle.
- B. In the event that the funeral occurs outside the State of New Jersey, a maximum of three (3) additional days off may be granted at the sole discretion of the Department Head or his designated representative.
- C. In the even of a multi-death, a maximum of seven (7) bereavement days shall be granted per occurrence.
- D. Such leave shall be separate and distinct from any other leave time.
- E. All such leave shall not be taken until the immediate supervisor is notified of the instance of bereavement.
- F. To receive payment after funeral, employee must furnish proof of death.

**ARTICLE 16**  
**ADMINISTRATIVE LEAVE**

- A. All permanent employees shall be granted up to three (3) days leave with pay per year for personal business, household or family matters, such days to be non-cumulative. The purpose of this leave is to relieve employees of financial hardship in situations over which they have no control and shall be for an activity that requests the employees presence during the workday and is of such a nature that it cannot be attended to at a time outside of the workday. This leave shall not be charged against annual leave or any other leave.
- B. Unused administrative leave shall not accumulate from year to year.
- C. An employee shall be required to give three (3) working days notice except in an emergency situation.
- D. Administrative leave will be permitted to be used in minimum increments of one (1) hour. Except in an emergency.

**ARTICLE 17**  
**MILITARY LEAVE**

- A. An employee who is a member of the National Guard, Naval Militia or of the reserve component of any of the Armed Forces of the United States, who is required to undergo annual field training or annual active duty for training, shall be granted a leave of absence with pay for such period as provided by regulation. Any monies received by the employee for his service, from the Organizations mentioned heretofore, shall be paid over to the Borough, provided however, any monies received by the employee in excess of what the Borough paid him, shall belong to him.
- B. Such leave shall be in addition to regular vacation leave, provided the employee presents the official notice from his commanding officer, prior to the effective date of such leave.
- C. Any employee who is a member of the Organizations mentioned heretofore, and is required to participate in drills shall be allowed to attend on his off duty time. He shall inform his supervisor five (5) days in advance of the date of drill, so that work schedules can be changed, to allow him to participate in said drills.

**ARTICLE 18**  
**INJURY LEAVE**

- A. Anyone injured in the performance of his/her work will receive workman's compensation in accordance with the workman's compensation insurance regulations.
- B. If any employee is injured during the performance of his/her duty, he shall be granted an injury leave with full pay for a period of up to three (3) months, with certification of a compensation physician and approval of the Borough. Upon application by the employee and certification by the approved compensation physician, the Borough shall extend the injury leave period up to a maximum of three (3) additional months with full pay. The physician will certify that the employee is incapable of performing his/her duties for the period of time for which the extension is requested.
- C. Additional time may be granted upon review by the certified compensation physician, and upon the application of the employee. However, such compensation will be made directly to the employee by the compensation carrier.

- D. This procedure does not apply to sick leave.
- E. Upon return to duty, the Governing Body may require a physical examination by a physician of their choosing, certifying the fitness of the employee.

**ARTICLE 19**  
**JURY DUTY**

- A. All employees covered by this Agreement who are ordered to report for jury duty shall be granted a leave of absence from his/her regular duties during the actual period of such jury duty and shall receive full pay while serving on any jury. In the event an employee is required to participate on jury duty for a period in excess of two (2) weeks, such employee shall secure from the appropriate judge a letter to that effect.
- B. Any remuneration received by the employee from the court for travel time, mileage, parking meals shall not be used in calculating "jury duty pay" for the purposes of determining the amount of pay the employee is to receive from the Borough.

**ARTICLE 20**  
**LEAVES OF ABSENCE**

- A. A leave of absence without pay, for cause, may be granted at the sole discretion of the Borough provided it does not seriously disrupt operation.
- B. A request for a leave of absence without pay, shall be presented to the supervisor in writing.
- C. A leave of absence shall not exceed six (6) months. It may be renewed no more than one (1) time for an additional period not to exceed six (6) months.
- D. The Borough of Beachwood follows the Family Medical Leave Act (FMLA) and New Jersey Family Leave Act (NJFLA) guidelines.

**ARTICLE 21**  
**HOSPITALIZATION AND MEDICAL INSURANCE**

**Section 1. Hospital and Medical Insurance**

- A. The Borough shall maintain, at no cost to the employee and dependent, hospitalization and medical coverage provided by New Jersey State Health Benefits.
- B. The Borough reserves the right, with prior notice to the Union, to change insurance carriers during the life time of this agreement as long as substantially similar benefits are provided by the new carrier. The Borough shall not institute a self-insurance program without the consent of the Union.



## **Section 2. Dental Insurance**

- A. The Borough agrees that employees and dependents covered under this Collective Bargaining Agreement shall be covered under the Borough's Delta Dental Premier Insurance Program
- B. The Borough agrees to pay monthly premiums per employee and dependent towards payments for coverage pursuant to the Borough's Delta Dental Premier Insurance Program as described in Paragraph 1 above.

## **Section 3. Disability**

The Borough agrees to provide Disability Insurance through the New Jersey Temporary Disability Benefits Program in accordance with P.L. 1980, Chapter 18. It is understood that said law requires contributions from the employer and the employee.

## **Section 4. Medical Bank**

The Borough agrees to provide a family medical bank of \$500.00 per family for year 2005, \$550.00 per family for year 2006, \$600.00 per family for year 2007. Employees must submit paid receipts for reimbursement up to \$500.00 per family for year 2005, \$550.00 per family for year 2006, \$600.00 per family for year 2007. Any unused portion of the current calendar year only, will be carried over to the following year.

## **ARTICLE 22** **WAGES**

- A. Effective January 1, 2005 the Borough of Beachwood shall increase all employees salary 3.5%
- B. Effective January 1, 2006, the Borough of Beachwood shall increase all employees salary by 3.75%
- C. Effective January 1, 2007 the Borough of Beachwood shall increase all employees salary by 3.95%

<b>Title</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>
Cashier	\$ 18,127.00	\$ 18,807.00	\$ 19,550.00
Cashier - Senior	\$ 20,432.00	\$ 21,198.00	\$ 22,035.00
Clerk Typist	\$ 18,127.00	\$ 18,807.00	\$ 19,550.00
Clerk Typist-Senior	\$ 20,432.00	\$ 21,198.00	\$ 22,035.00
Equipment Operator	\$ 27,721.00	\$ 28,761.00	\$ 29,897.00
Laborer	\$ 23,562.00	\$ 24,445.00	\$ 25,411.00
Mechanic	\$ 31,047.00	\$ 32,211.00	\$ 33,483.00
Mechanics Helper	\$ 25,119.00	\$ 26,061.00	\$ 27,091.00
Municipal Court Deputy Admin.	\$ 18,824.00	\$ 19,529.00	\$ 20,301.00
Public Works Repairer	\$ 27,225.00	\$ 28,246.00	\$ 29,361.00
Public Works Repairer - Senior	\$ 29,118.00	\$ 30,210.00	\$ 31,403.00
Secretarial Assistant Stenographer	\$ 18,127.00	\$ 18,807.00	\$ 19,550.00
Secretary Board - Commission	\$ 18,127.00	\$ 18,807.00	\$ 19,550.00
Truck Driver	\$ 24,732.00	\$ 25,660.00	\$ 26,673.00
Violations Clerk	\$ 16,437.00	\$ 17,053.00	\$ 17,727.00
Water Repairer	\$ 25,811.00	\$ 26,779.00	\$ 27,837.00
Water Repairer - Senior	\$ 26,606.00	\$ 27,603.00	\$ 28,694.00

Need to discuss "Clerk" title

**ARTICLE 23**  
**LONGEVITY**

- A. Longevity pay shall be issued in the pay period nearest to December 1st., in a separate check, to all employees with more than five (5) continuous years of full-time service as of December 1st., based upon the date of hire.
- B. Longevity shall be paid according to the following schedule, with an additional 1% of the base salary.
  - 1. Five (5) years plus one (1) day of continuous service through nine (9) years continuous service - two hundred twenty-five dollars (\$225.00)
  - 2. Ten (10) years plus one (1) day of continuous service through fourteen (14) years continuous service - four hundred twenty-five dollars (\$425.00)
  - 3. Fifteen (15) years plus one (1) day of continuous service through nineteen (19) years continuous service - six hundred dollars (\$600.00)
  - 4. Twenty (20) years plus one (1) day of continuous service through twenty-four (24) years continuous service - eight hundred twenty-five dollars (\$825.00)
  - 5. Twenty-five (25) years plus one (1) day of continuous service - nine hundred seventy-five dollars (\$975.00)
- C. Any employee retiring during the course of the year, shall receive longevity pro-rated, on a monthly basis. The same procedure shall be followed in the event of an employee's death.
- D. An employee hired after December 31, 1993, shall not be entitled to longevity.

**ARTICLE 24**  
**JOB CLASSIFICATION AND PROMOTIONAL PAY**

**Section 1 Job Classification**

- A. Employees will normal work only in their own classification.
- B. If an employee must work in a higher job classification then his job for more than two and one-half (2 1/2) days consecutively or more than ten (10) days annually, he/she shall be paid the higher rate of pay.
- C. If the employee is required to work at a lower classification he shall receive his regular rate of pay, unless the employee decides to work in a lower class.

**Section 2 Promotional Pay**

Upon promotion or reclassification an employee will be compensated in the new title at the rate of pay assigned to the new title or thirty-five cents (.35) an hour which ever is the greatest. If the employee is making more than the starting salary, he/she shall receive thirty-five cents (.35) more an hour.

**Section 3 General**

This provision does not apply to snow or emergency work.

**ARTICLE 25**  
**UNIFORMS**

- A. The Borough agrees to pay a \$615.00 uniform allowance to Blue Collar employees on April 1, each year of the existing contract. Employees hired after April 1<sup>st</sup> will receive uniform allowance on the next April 1<sup>st</sup>.
- B. Effective January 1, 2002, the Borough of Beachwood will implement a uniform requirement of Borough of Beachwood identified shirts, navy blue in color and blue pants or jeans
- C. New employees will be provided with initial issue of uniform shirts, which will remain the property of the Borough of Beachwood during their probationary work period (90 days)
- D. Uniform allowance includes safety shoes that meet OSHA standards
- E. The Blue Collar employees shall wear clean uniforms each and every day. Exceptions to this would have to be approved by the Department Head.
- F. White Collar employees shall be reimbursed for replacement for heavily soiled or damaged clothing.

**ARTICLE 26**  
**SAFETY EQUIPMENT**

- A. Employees shall do their part to work safely, wear required safety equipment, and observe all safety rules and regulations.
- B. The Borough shall furnish the following safety equipment for the appropriate employees.
  - 1. Work Gloves
  - 2. Safety Goggles
  - 3. Hard Helmets
  - 4. Safety Vests
  - 5. Rain Gears
  - 6. Rain Boots
- C. New employees shall receive their safety equipment upon hiring and issue will remain the property of the Borough of Beachwood during their ninety (90) probationary working period.
- D. It shall be the responsibility of the employee to care for issued safety equipment.
- E. Replacement will be made only upon the return of damaged or worn out equipment.
- F. Failure to wear or properly use required safety equipment or comply with the safety rules and regulations may result in disciplinary action.
- G. Any accident, no matter how slight, shall be immediately reported to the Superintendent of Public Works.

**ARTICLE 27**  
**HEALTH AND SAFETY**

- A. The Borough will provide a clean, safe and healthy place to work, clean bath facilities with hot and cold running water, a toilet, and clean and safe equipment with which to work.
- B. The Borough and the Union agree to form a committee for the purpose of discussing health and safety and policy and procedures. The committee will be made up of members of management and members of the Union. The committee will meet on a monthly basis.

**ARTICLE 28**  
**MILEAGE**

- A. All employees who have approval to use personal vehicles for Borough business shall be reimbursed at the rate established by IRS guidelines.
- B. All employees will report their mileage on the appropriate form and will use the appropriate voucher as prepared by the Borough.
- C. Mileage on the speedometer will be checked by the Supervisor before an employee leaves and upon his return.

**ARTICLE 29**  
**SEPARABILITY AND SAVINGS**

- A. If any provision of this Agreement or any application of this Agreement to any employee, member, or group of employees or members is held to be invalid by operation of laws by any Court or other tribunal of competent jurisdiction, then such provision and application shall be deemed inoperative; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

**ARTICLE 30**  
**FULLY BARGAINED PROVISIONS**

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.

**ARTICLE 31**  
**MAINTENANCE OF BENEFITS**

Except as specifically modified, deleted or changed by this agreement, all benefits existing at the time of this Agreement shall continue in effect for the duration of the new contract. Nothing contained herein shall be interpreted or applied so as to eliminate, reduce or detract from any employee benefits existing and enjoyed prior to this day.

**ARTICLE 32**  
**DURATION**

**This Agreement shall be in full force and effect as of January 1, 2005, and shall remain in effect to and including December 31, 2007 or until negotiation of a successor.**

**FOR THE UNION**

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\_\_\_\_\_  
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**FOR THE BOROUGH**

\_\_\_\_\_  
Mayor Harold R. Morris  
\_\_\_\_\_  
\_\_\_\_\_

Attested to by: \_\_\_\_\_  
For the Union

Attested to by: \_\_\_\_\_  
For the Borough of Beachwood  
Elizabeth A. Mastropasqua RMC/CMC  
Municipal Clerk

Date of signing: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT  
CWA – BOROUGH OF BEACHWOOD  
SEPTEMBER 19, 2005**

1. Saturday “Flex” schedule is withdrawn by the Borough
2. Monday evening “clerical” schedule \$1 p.h. (agreed)
3. Improved Dental (Plus) program (agreed)
4. Clothing Allowance \$100 (agreed)
5. Medical Bank increase \$50 per year of contract (agreed)
6. Salary increase 2005 (3.5%) 2006 (3.75%) 2007 (3.95%)
7. Health Care re-opener during term of contract (agreed)

FOR THE BOROUGH

FOR CWA LOCAL 1088

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Attested to by:

Attested to by:

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\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_