

CONTRACT BETWEEN
THE BOROUGH OF WESTVILLE
GLOUCESTER COUNTY, NEW JERSEY

AND

PUBLIC WORKS ASSOCIATION
OF THE BOROUGH OF WESTVILLE,
GLOUCESTER COUNTY, NEW JERSEY

Effective Date: January 1, 2008 through December 31, 2011

Contract Date: August 13, 2008

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CONTRACT

THIS CONTRACT, made and entered into on **August 14, 2008**, by and between the **BOROUGH OF WESTVILLE**, a municipal corporation of the County of Gloucester and State of New Jersey, a governmental body hereinafter referred to as the "**Council**", party of the first part, and the **Public Works Association of the Borough of Westville**, County of Gloucester and State of New Jersey, hereinafter referred to as the "**Association**", party of the second part;

WITNESSETH:

WHEREAS, It is the desire of the parties hereunto to provide fair and equitable hours, wages and working conditions and to establish, preserve and promote harmonious and mutually beneficial relations, now therefore, in consideration of the mutual promises hereinafter set forth, each party, intending to be legally bound hereby covenants, agrees and pledges to and with the other as follows::

1. **GENERAL.** It is understood and agreed that all the terms and conditions set forth shall apply and accrue for the benefit of all present and future members of the **Council** and the **Association**.

2. **TERM.** This Contract shall commence and be binding upon the parties hereto, their successors, heirs, executors, administrators, and/or assigns from January 1, 2008 until and including December 31, 2011, and shall be deemed a continuing Contract automatically renewing itself from year to year thereafter until terminated at the end of any term by written notice, sent by either party to the other, at least sixty (60) days prior to the expiration date of the said term.

3. **SERVICES.** It is further agreed and understood by the parties hereto that the **Association** shall provide all public works related services necessary and required by the **Association** to the **Council** in consideration of

the terms of the Contract as set forth herein.

4. **COMPENSATION.** It is hereby agreed and understood that the schedule of compensation for members of the **Association** shall be amended to indicate a four percent (4%) raise for the year 2008, a three point seven-five percent (3.75%) raise for the year 2009, a three point seven-five percent (3.75%) for the year 2010, and a four percent (4%) raise for the year 2011. These raises apply to the top scale level only in the respected disciplines. In 2008, steps will increase four percent (4%) over the 2007 level and remain frozen for one year and in 2010 increase 4% over the 2009 level and remain frozen for the balance of this agreement.

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Public Works Supervisor	\$63,281	\$65,654	\$68,116	\$70,841
Asst licensed operator	\$45,334	\$47,034	\$48,797	\$50,749
Water/Sewer Operator V	\$42,281	\$43,867	\$45,512	\$47,332
Water/Sewer Operator IV	\$34,642	\$34,642	\$36,028	\$36,028
Water/Sewer Operator III	\$32,819	\$32,819	\$34,132	\$34,132
Water/Sewer Operator II	\$30,995	\$30,995	\$32,235	\$32,235
Water/Sewer Operator I	\$29,171	\$29,171	\$30,338	\$30,338
Highway				
Highway Foreman	\$42,317	\$43,903	\$45,550	\$47,372
Equip Mechanic	\$51,609	\$53,544	\$55,552	\$57,774
Utilityman IV	\$38,501	\$39,945	\$41,443	\$43,100
Utilityman III	\$30,076	\$30,076	\$31,279	\$31,279
Utilityman II	\$28,794	\$28,794	\$29,946	\$29,946
Utilityman I	\$27,517	\$27,517	\$28,618	\$28,618
Laborer IV	\$26,300	\$27,286	\$28,309	\$29,441
Laborer III	\$24,962	\$24,962	\$25,961	\$25,961
Laborer II	\$23,689	\$23,689	\$24,637	\$24,637
Laborer I	\$22,411	\$22,411	\$23,307	\$23,307

LONGEVITY- entitled employees shall receive longevity pay in accordance with the below listed schedule, which sum shall be paid in one lump sum in the last pay period of November.

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Completion of 5 through 9 years	\$775	\$775	\$800	\$800
Completion of 10 through 14 years	\$1,050	\$1,050	\$1,075	\$1,075
Completion of 15 years	\$1,325	\$1,325	\$1,350	\$1,350

The above amounts shall be prorated when entering different levels in a calendar year.

5 . OVERTIME.

A. Any employee covered under this Contract who is required by their supervisor to work in excess of forty (40) hours in a seven (7) day work period will be compensated for such overtime by compensatory time off at the rate of time and one-half (1-1/2) of the overtime worked or payment at the rate of time and one-half (1-1/2) of the overtime worked.

B. Each employee may accrue not more than thirty (30) days (240 hours) of compensatory time, thereafter any additional overtime will be compensated by payment at the rate of time and one-half (1-1/2) of the employee's regular compensation. The Borough may, at its option, pay cash for all or part of an employee's accrued overtime at the employee's rate of compensation at the time of such accrual.

C. An employee who has accrued compensatory time off and who requests the use of such time off will be permitted to use such time within a reasonable period after making the request if the use of the compensatory time does not, in the opinion of the Superintendent or their designee, disrupt the operations of the Department.

D. Overtime shall be calculated from the time an employee reports to his normal place of employment or the site of the work project until the time he is released from the work site by his supervisor.

6 **VACATION.** Vacations shall be in accordance with the following schedule:

Completion of 1 year service	-	5 working days
Completion of 2 years service		10 working days
Completion of 4 years service	-	11 working days
Completion of 6 years service	-	13 working days
Completion of 8 years service	-	14 working days
Completion of 10 years service	-	15 working days
Completion of 12 years service	-	17 working days
Completion of 14 years service		18 working days
Completion of 15 years service		20 working days

Calculation of vacation time shall be made from Anniversary Date to Anniversary Date, and shall be pro-rated for the calendar year. All vacation days shall be taken in the year earned and shall not be accumulated or carried over into a succeeding year.

7. **SICK LEAVE.** Sick leave shall be granted in accordance with the

Personnel Code of the Borough of Westville as follows:

- A. After six (6) months of service, sick leave shall be earned up to five (5) paid days.
- B. After one (1) year of service, sick leave of ten (10) days may be granted in any single calendar year.
- C. Use of sick leave for any other purpose shall subject to the employee to loss of pay and further disciplinary action as set forth in this section.

Calculation of sick time shall be made from Anniversary Date to Anniversary Date, and shall be pro-rated for the calendar year

If any employee shall be charged with using sick leave for any other

purpose, a three (3) member panel comprised of the Mayor, Council Committee Chairman of the employee's department, and the department head or their alternates, shall give notice to the accused, hold a hearing and render a decision. Said decision shall be final and binding.

All employees off for three (3) days or more because of illness shall be required to furnish a doctor's certificate prior to returning to work.

- D. An employee may accumulate unused sick days up to a maximum of one-hundred (100) days. These accumulated days may be used for the purposes set forth in this paragraph and for only that purpose. They are not compensable either to the employee or to the employee's family upon separation from service with the Borough of Westville.
- E. Employees will be compensated for up to ten (10) unused sick days at the rate of \$50.00 per day for the life of the Contract. This compensation shall not be cumulative and shall be paid in the last pay in December in a separate check.

8 HEALTH BENEFITS AND DISABILITY.

It is hereby agreed and understood by and between the parties that the Borough shall continue current coverage (including full family coverage and major medical, surgical and dental) in effect as of January 1, 2008 or comparable coverage for each covered employee and their family. Also, a life insurance policy shall be provided for each employee. Comparable shall not be defined as equivalent, but a plan which provides like services in relation to the changes in health plan coverage outside the control of the Borough. Parties recognized

both the desire to maintain comparable coverage and the ever changing health coverage plans which prohibit the exact duplication of prior plans. Both parties agree to reopen negotiations on this topic, should the plans change outside the control of the parties or the cost to the Borough escalates to a point where coverage cannot be afforded in relation to budgetary constraints.

It is further agreed and understood by and between the parties that the Borough shall provide a \$5.00 co-payment prescription plan for generic and \$10.00 co-payment for non-generic prescriptions for the employee and his family by continuing the plan in effect as of January 1, 2008 , or a comparable plan. Reimbursement shall be supplied by the Borough upon forms for reimbursement being supplied by the employee.

It is further agreed and understood by and between the parties that the health benefit plan shall have a deductible of \$100.00 for single and a deductible of \$200.00 for family coverage, and that prescription plan payments shall count against the deductible. Once the deductible level is reached, a form shall be filed for reimbursement of monies spent including those spent for prescriptions. It is further agreed and understood by and between the parties that the Borough shall provide all of the above benefits for an employee and/or his/her spouse and children up to the age of twenty-three (23) years, if in college, or children up to the age of eighteen (18) years, if not in college.

9 **DEATH IN FAMILY.** Each employee will be fully compensated according to his/her individual salary schedule in the event of a death in his/her family as follows:

- A. Three (3) working days may be granted if there is a death in the employee's immediate family which is understood to include husband, wife, child, father, mother, father-in-law, mother-in-law, brother or sister.

- B. One (1) working day for all other members of the employee's family including grandparents, uncles, aunts and first cousins.
- C. Additional time off may be granted in the case of extenuating circumstances, as determined by the Department Head.

10. **COMPENSATION FOR ON CALL SERVICES.** It is hereby agreed that the Council shall compensate all employees for being assigned to on call duty, when not on duty and anywhere outside of the limits of the Borough of Westville on official business the sum of Sixty-Five Dollars (\$65.00) per week for the years 2008 and 2009, and Seventy Dollars (\$70.00) per week for the years 2010 and 2011.

11. **HOLIDAYS.**

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

If an employee is scheduled to work and does work one of the above holidays, he/she will be compensated at the rate of two and one-half (2 1/2) times his/her regular rate of pay.

In addition, employees shall be given off the day after Thanksgiving. This day shall not be considered as a holiday, but rather as an extra day off from work. If an employee is scheduled to work and does work on that day, he/she shall be compensated by receiving eight (8) hours of compensable time.

12. PERSONAL DAYS. Each employee shall receive four (4) personal days each year, which may be taken with the approval of the Superintendent of Public Works. Personal days shall not be cumulative and shall be used in the year earned. Personal days shall be pro-rated with regard to time of service in a calendar year.

13. CONTINUOUS SERVICE RECORD. The continuous service record of an employee shall be broken only by quitting, refusal to return to work on recall, justifiable discharge or suspension for more than thirty (30) days.

14. DISMISSAL. Upon dismissal of an employee, he/she shall, upon request, receive written notice from the **Council** stating the cause for dismissal, and said employee shall be entitled to any accrued vacation pay and holidays for which the employee has not been allowed time off.

15. GRIEVANCE PROCEEDINGS AND PERSONNEL CODE. A representative of the Public Works Department or other authorized person within the **Association** shall be in attendance at any grievance proceedings.

All employees will be required to adhere to the Personnel Code, adopted by the Mayor and Council of the Borough of Westville.

16. CLOTHING ALLOWANCE. The clothing allowance shall be Six Hundred Fifty Dollars (\$650.00) per year, per person maximum. All purchases shall be approved by the Superintendent of Public Works.

17. Employees of the Public Works/Water Departments of the Borough of Westville are required to obtain a Commercial Driver's License (CDL) within Six (6) months from their date of hire. Employees failing to obtain a CDL as required above, shall be subject to termination as outlined in the disciplinary procedure section. Provisions of this section shall be retroactive to January 1, 2008.

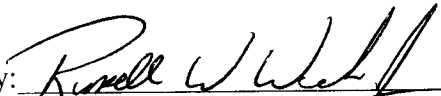
18. **SUBSEQUENT LAWS.** It is agreed that in the event there shall be enacted any applicable federal or state legislation or regulation by an administrative body now in existence or hereafter created, such legislation or regulation which is at variance with the terms of this Contract shall to the extent to be deemed to modify the provisions of this Contract.

19. **JURISDICTION.** This Contract shall be governed by the applicable laws of the State of New Jersey and the United States of America.

20. **WAIVER.** The right of either party to require strict performance hereunder by the other shall not be affected by any waiver, forbearance, or course of dealing.

IN WITNESS HEREOF, the parties hereto have caused these presents to be executed by the respective duly authorized officers and their respective seals to be attached hereto.

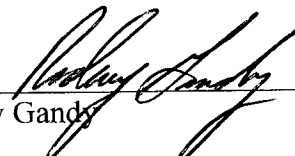
BOROUGH OF WESTVILLE

By: 
Russell W. Welsh, Jr. Mayor

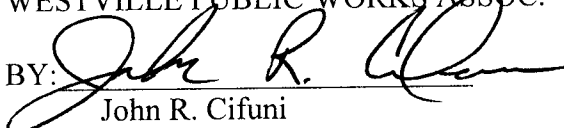
ATTEST:

BY: 
Christine A Helder, Borough Clerk

WESTVILLE PUBLIC WORKS ASSOC.

BY: 
Rodney Gandy

WESTVILLE PUBLIC WORKS ASSOC.

BY: 
John R. Cifuni

(SEAL)