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CONTRACT

THIS CONTRACT, made and entered into this 10th day of April, 1990, by and between the BOROUGH OF WESTVILLE, a municipal corporation of the County of Gloucester, 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, 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 herein 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, 1990 until and including December 31, 1992, 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 to the ASSOCIATION by COUNCIL in consideration of the terms of the Contract as set forth herein.

4. COMPENSATION.

a. It is hereby agreed and understood that the schedule of compensation for members of the ASSOCIATION shall be as follows:

WATER & SEWER DIVISION

	<u>1990</u>	<u>1991</u>	<u>1992</u>
Foreman of Public Works	29,709.	31,417.	33,223.
Water & Sewer Operator V	21,397.	22,627.	23,928.
Water & Sewer Operator IV	20,326.	21,495.	22,731.
Water & Sewer Operator III	19,255.	20,362.	21,533.
Water & Sewer Operator II	18,185.	19,231.	20,337.
Water & Sewer Operator I	17,115.	18,099.	19,140.
Water & Sewer Trainee	16,184.	17,115.	18,099.

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HIGHWAY DIVISION

Foreman of Public Works	29,709.	31,417.	33,223.
Assistant Foreman of Public Works	26,323.	27,837.	29,438.
Equipment Mechanic	26,117.	27,619.	29,207.
Crew Leader	25,289.	26,743.	28,281.
Utilityman V	19,484.	20,604.	21,789.
Utilityman IV	18,552.	19,619.	20,747.
Utilityman III	17,618.	18,631.	19,702.
Utilityman II	16,686.	17,645.	18,660.
Utilityman I	15,753.	16,659.	17,617.
Laborer V	16,332.	17,271.	18,264.
Laborer IV	15,538.	16,431.	17,376.

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Laborer III	14,744.	15,592.	16,489.
Laborer II	13,950.	14,752.	15,600.
Laborer I	13,154.	13,910.	14,710.
Laborer/Part-time	3.85-5.00/hr*3.85-5.25/hr*3.85-5.50/hr		
Bus Driver	6.76/hr	7.15/hr	7.57/hr
Summer Helpers	3.85-5.00/hr*3.85-5.25/hr*3.85-5.50/hr		

b. For each year of the Contract, each employee shall be paid fifteen (15) cents per hour for each hour actually worked, including overtime and also including vacation days, holidays and allowable sick days for which payment has been made.

In each year, such sum shall be paid in the last pay period in November. Such pay shall contain an estimate of the hours to be worked in the remainder of the year. In the event that the estimate is incorrect, the difference in pay shall either be refunded by the employee or paid by the Borough in the first pay period in January of the following year. Any days of suspension or other uncompensated days off shall not be included.

5. OVERTIME.

a. Any employee covered under this Contract who works in excess of 40 hours in a 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 20 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 cash payment.

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 his designee, disrupt the operations of the Department.

6. VACATION:

Vacations shall be in accordance with the following schedule:

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

All vacations 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 months of service, sick leave shall be earned up to five paid days.

b. After one year of service, sick leave of ten days may be granted in any single calendar year.

c. After two years of service, sick leave of twenty days may be granted in any calendar year.

d. After three years of service, sick leave of thirty days may be granted in any calendar year.

e. Use of sick leave for any other purpose shall subject the employee to loss of pay and further disciplinary action as set forth in this section.

f. If any employee shall be charged with using sick leave for any other purpose, a three 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 may be appealed to Borough Council only, whose decision shall be final and binding.

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

h. All employees in the service of the Borough of Westville prior to January 15, 1974 shall continue to receive sick leave benefits in the same manner as presently exists and as approved by Borough Council.

i. Sick leave shall not be cumulative.

8. HEALTH BENEFITS & DISABILITY:

a. It is hereby agreed and understood by and between the parties that COUNCIL shall provide Blue Cross and Blue Shield benefits including Rider J (full family coverage), PACE, Major Medical and Surgical, and Prescription Plan, or the equivalents and a dental plan for each employee and his/her family.

b. It is hereby agreed and understood by and between the parties that the Borough shall become a member of the State Disability Plan. Employees shall be responsible for the employee's portion of the expense for such coverage.

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 cousins.

10. COMPENSATION FOR CARRYING PAGERS:

It is hereby agreed that COUNCIL shall compensate all employees for their time required in carrying a pager when not on duty and anywhere outside of the limits of the Borough of

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Westville on official business the sum of \$35.00 (thirty-five dollars) per week for each year of the contract.

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  
Election 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 time and one-half (1 1/2) his regular rate of pay.

12. 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 days.

13. 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.

14. GRIEVANCE PROCEEDINGS.

The President, Vice-President or other authorized person within the Association shall be in attendance at any grievance proceedings.

15. UNIFORMS.

COUNCIL shall provide four (4) winter and four (4) summer uniforms for each employee of the Association.

16. 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 be deemed to modify the provisions of this Contract.

17. JURISDICTION:

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

18. 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.

19. PROVISIONS FOR REOPENING:

This Contract has been fully negotiated by all parties and may not be reopened for any purpose. This Contract shall continue in effect until any subsequent Contract is agreed upon between the parties.

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

BOROUGH OF WESTVILLE

PUBLIC WORKS ASSOCIATION OF THE  
BOROUGH OF WESTVILLE

ATTEST:

*Richard M. Burr*  
*Charles E. Owen*

*George W. Burr Sr.*  
*Stephen M. LaTrie*

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