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BOROUGH OF BEACHWOOD

Public Works Department

1150 BEACHWOOD BOULEVARD
BEACHWOOD, NEW JERSEY 08722

Phone: (201) 349-2522



CONTRACT AGREEMENT

THIS AGREEMENT made this 6th day of NOVEMBER, 1985, between ~~Beachwood Borough~~ the Borough of Beachwood, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the Borough, and the Water Foreman and Public Works Foreman, hereinafter referred to as Foremen.

NOW, THEREFORE, the Borough of Beachwood and the Foremens mutually agree as follows:

I. Purpose:

The purpose of this agreement shall be as to set forth herein the negotiable terms and conditions of employment to be observed between the parties hereto.

II. ADHERENCE TO CIVIL SERVICE RULES:

The Borough and the Foremen understand and agree that all Rules promulgated by the New Jersey Department of Civil Service concerning any matter whatever not specifically covered in this agreement shall be binding upon both parties.

III. LEAVE:

A. Bereavement:

1. The Foremen shall be granted a maximum of five (5) days leave with pay per year per occurrence in the event of the death of a spouse, child, parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, son-in-law, and daughter-in-law. The Foremen shall receive one day off with pay for the funeral of an Aunt and/or Uncle.

* January 1, 1986 - December 31, 1986

2. In the event that a funeral occurs outside of the State of New Jersey, then a maximum of three (3) additional days off, may be granted at the discretion of the Borough.

3. In the event of a multiple death, a maximum of seven (7) days shall be granted.

4. Such leave shall be separated and distinct from any other leave time.

5. All such leave shall not be taken until the Borough is notified of the instance of Bereavement.

B. Administrative:

1. The Foremen shall be granted up to three (3) days leave with pay per year for personal reasons. This leave shall not be charged against annual leave or any other leave.

2. The Foremen shall give five (5) days notice, to their immediate Supervisor, except in emergency situation.

3. Unused Administrative Leave shall not accumulate from year to year.

C. Annual Leave:

1. Annual leave with pay shall be granted to the Foremen at a rate of twenty-five (25) days per year.

2. Annual leave allowance for the current year must be taken prior to the end of the year, unless it should be determined that it cannot be taken because of work, or for any reason constituting good cause of the opinion of the Borough. Any unused leave may be carried forward into the next succeeding year only.

3. The Foremen shall notify his immediate Supervisor one (1) week in advance, if the time of annual leave to be used is for ten (10) days or more.

D. Sick Leave:

1. Sick leave shall accrue at the rate of fifteen (15) days per calendar year.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the Foremen's credit from year to year.

3. If the Foremen is absent for reasons that entitle him to sick leave, the Borough shall be notified promptly and previous to the Foremen's usual reporting time.

4. Any absence for five (5) or more consecutive working days shall require the Foremen to submit acceptable medical evidence sub-

stating the illness at the option of the Borough.

5. In case of leave of absence due to exposure to contagious disease, a certificate from the Dept. of Health shall be required.

6. Upon the retirement of the Foreman, the Borough shall pay the Foreman for all his accumulated sick leave, that he has earned while he was in the Borough's employment. The amount is not to exceed twelve thousand (\$12,000.00) dollars, within a period of not to exceed two (2) years at the option of the Borough.

E. Other Leave:

1. All other proper and authorized leaves as provided in the rules of the Dept. of Civil Service, and the Borough, shall be recognized and constitute a part of this contract.

VI. HOLIDAYS:

A. The Foremen shall receive the following legal Holidays each year of this contract with pay:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Lincoln's Birthday	Election Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday After Thanksgiving
Memorial Day	Day Before Christmas
July 4th.	Christmas Day
Labor Day	½day Before New Years

B. Should a Holiday fall on a weekend, The Foremen shall be given the day before the Holiday should it fall on a Saturday, and the day after the Holiday should it fall on a Sunday.

C. The Foremen shall receive a Floating Holiday for each year of this contract. He shall use this Holiday as he feels he needs it. The Floating Holiday can not be carried from one year to the next.

V. WORKMENS COMPENSATION AND PAY PROCEDURE:

A. If the Foreman is injured in the performance of his work; he shall receive Workmens Compensation in accordance with Workmens Compensation Insurance regulation and benefit schedules.

B. During the period the Foreman is recovering from the injury incurred in the performance of his duties, he shall receive his full pay, and all temporary disability benefits received under the Workmens Compensation Act. The Foreman shall turn his Workmens Compensation checks

over to the Borough.

VI. HOSPITAL AND MEDICAL INSURANCE:

A. The Borough shall maintain, at no cost to the Foremen Hospitalization, Major Medical, Rider J. coverage as provided by Blue Cross, Blue Shield, and the Prudential Insurance Company, for the Foremen and his family.

VII. WORK HOURS:

- A. The normal workday is eight (8) hours, 8:00a.m. to 4:00 p.m.
- B. The normal workweek is forty (40) hours, Monday through Friday.
- C. The Foremen shall place himself on call twenty-four (24) hours a day.

VIII. OVERTIME:

- A. Hours worked in excess of those regularly scheduled as provided in Article VII shall be deemed Overtime at the discretion of the Director and shall be compensated at one and one-half (1½) the Foremen's regular rate of pay.
- B. Overtime will be worked only when necessary.
- C. Any part of an hour (1) worked past the normal working hours shall be paid as one (1) hour of overtime pay.
- D. The foremen's will be paid a minimum of two (2) hours pay at one and one-half (1½) his hourly rate for call out time. Call out time shall be construed as any Foreman returning to work for an emergency or unanticipated Saturday. Call out for Sundays and Holidays will be paid at a minimum rate of three (3) hours at the double time rate.

IX. SALARY:

A. The Water Foreman and Public Works Foreman's salary for 1986 shall be seven (7%) percent higher than his base salary for 1985.

A1. The Public Works Foreman shall receive a seven hundred fifty (\$750.00) dollar increment for the year of 1986.

B. The Foremen shall receive his salary adjustment the first of January of each year of this contract. Should this contract be settled after January 1, 1986, then the Foremen's salary shall be retroactive to January 1, 1986.

X. LONGEVITY:

A. The Foremen shall receive Longevity pay at a rate of five (\$500.00) hundred dollars a year, plus one (1) percent of his base salary for each year of this contract.

B. The Longevity pay shall be issued on the pay period nearest to December first (1st.), in a separate check.

C. Should the Water Foreman and the Public Works Foreman retire during the course of the year, he shall receive longevity, prorated on a monthly basis. The same procedure shall be followed in the event of his death and shall be paid to his spouse or a member of his family.

XI. CLOTHING ALLOWANCE:

A. The Water Foreman and Public Works Foreman shall receive a clothing allowance of three hundred and fifty (\$350.00) dollars for each year of this contract.

B. The Water Foreman and the Public Works Foreman shall receive this Allowance on or around the first (1st.) of April for each year of this contract.

C. The Water Foreman and the Public Works Foreman's check shall be separate from his salary with no deduction to be taken from it.

XII. SAFETY EQUIPMENT:

A. The Borough shall supply the Water Foreman and the Public Works Foreman with the following safety equipment, as needed, at no cost to the Foremen:

- | | |
|-----------------|-------------------|
| 1. Safety Shoes | 4. Work Gloves |
| 2. Rain Boots | 5. Safety Goggles |
| 3. Rain Gear | 6. Safety Helmet |

B. An accident, no matter how slight, shall be reported to the Borough Clerk, or in her absence the Borough Treasurer.

XIII. DENTAL PLAN:

The Borough shall supply the Water Foreman and the Public Works Foreman the same dental coverage as is provided to the Public Works employees and their families.

XIV. PRESCRIPTION PLAN:

The Borough shall supply the Water Foreman and the Public Works Foreman with the same prescription coverage as is provided to the Public Works employees and their families. The Water Foreman and the Public Works Foreman shall not pay any more than two (\$2.00) dollars for a prescription.

XV. TERM ON AGREEMENT:

THIS AGREEMENT shall be effective as of January 1, 1986 and shall continue in full force and effect until December 31, 1986, and until a new Contract is executed between the parties.

If the Borough enters into negotiation with another Bargaining unit in the Borough of Beachwood and that Bargaining unit receives an item or items of greater value than what's in this contract, then that item or items will become part of this contract, and will not effect any other part or parts.

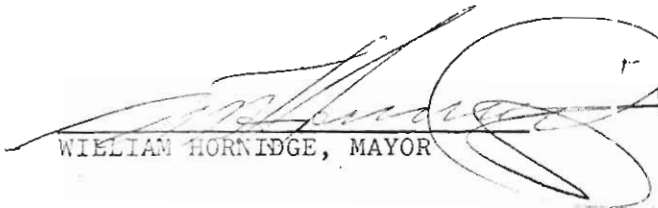
In the absence of written notice given at least ninety (90) days prior to the expiration date, by either party to the other of intention to terminate, this agreement shall automatically be renewed for a period of one year and for one year periods thereafter until such time as ninety (90) days notice is given prior to the annual expiration date.


Nothing in this contract shall be construed as to deny to the Foremen any rights which he has obtained prior to the date hereof and which may not have been incorporated into the terms hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 6TH. day of NOVEMBER, 1985.

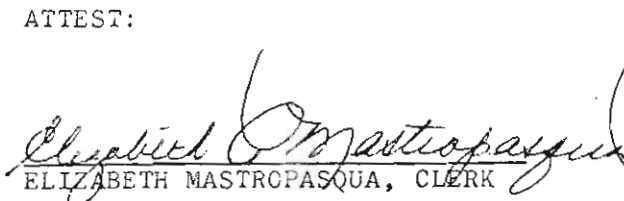
THE BOROUGH OF BEACHWOOD

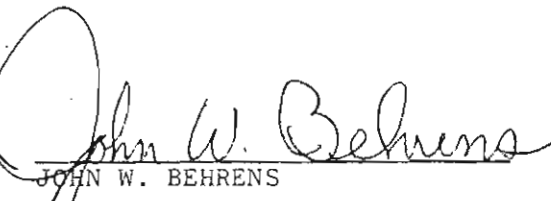
PUBLIC WORKS FOREMEN


WILLIAM HORNIDGE, MAYOR

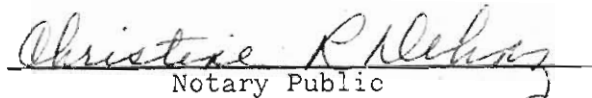

DAVID T. MITCHELL, SR.

ATTEST:


ELIZABETH MASTROPASQUA, CLERK


JOHN W. BEHRENS

Sworn and subscribed to before me
this 12 day of NOV, 1985


Notary Public
CHRISTINE R. DEHNZ
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 30, 1989