

#1162

CONTRACT  
BETWEEN  
BOROUGH OF WESTVILLE  
GLOUCESTER COUNTY, NEW JERSEY

AND

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

EFFECTIVE DATE: JANUARY 1, 1996  
-----through-----  
DECEMBER 31, 1997

CONTRACT DATE: OCTOBER 8, 1996

Prepared by:

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CONTRACT

THIS CONTRACT, made and entered into this 8th day of October, 1996, 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, 1996 until and including December 31, 1997, 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.

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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 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>1996</u> | <u>1997</u> |
|------------------------------------|-------------|-------------|
| Asst. Licensed Operator/Lab Supvr. | 30,590      | 31,508      |
| Water & Sewer Operator V           | 28,530      | 29,386      |
| Water & Sewer Operator IV          | 27,103      | 27,916      |
| Water & Sewer Operator III         | 25,676      | 26,446      |
| Water & Sewer Operator II          | 24,249      | 24,976      |
| Water & Sewer Operator I           | 22,822      | 23,507      |
| Water & Sewer Trainee              | 21,581      | 22,228      |

\*\*\*\*\*

HIGHWAY DIVISION

|                    | <u>1996</u> | <u>1997</u> |
|--------------------|-------------|-------------|
| Highway Foreman    | 28,555      | 29,412      |
| Equipment Mechanic | 34,824      | 35,869      |
| Utilityman V       | 25,980      | 26,759      |
| Utilityman IV      | 24,738      | 25,480      |
| Utilityman III     | 23,491      | 24,196      |
| Utilityman II      | 22,250      | 22,198      |
| Utilityman I       | 21,006      | 21,636      |
| Laborer V          | 21,777      | 22,430      |
| Laborer IV         | 20,718      | 21,340      |
| Laborer III        | 19,661      | 20,250      |
| Laborer II         | 18,601      | 19,150      |
| Laborer I          | 17,540      | 18,060      |
| Bus Driver         | 9.04        | 9.3         |

*P.G. 22,918  
22,198*

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WOODBRIDGE, ILLINOIS



b. For each year of the Contract, each permanent full-time and permanent part-time, non-probationary employee, shall be paid as follows:

Fifteen (15) cents per hour for an employee who, as of January 1st of the year, has one to five years service.

Twenty-five (25) cents per hour for an employee who, as of January 1st of the year, has five to ten years service.

Thirty-five (35) cents per hour for an employee who, as of January 1st of the year, has ten years service or more.

Such hours shall be for hours actually worked, including overtime and also including vacation days and holidays for which payment has been made.

A probationary employee hired after January 1, 1993, will begin to receive his/her hourly payment as of the end of his/her probationary period. The hours calculated shall include only those worked after his/her probationary period has ended.

No payment under this provision shall be due or made to any employee who resigned or whose employment has been terminated prior to the date that payment is made under this paragraph.

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 twenty (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 (6) months of service, sick leave shall be earned up to five 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 the employee to loss of pay and further disciplinary action as set forth in this section.

d. 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.

e. 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.

f. An employee may accumulate unused sick days up to a maximum of one-hundred (100) days. Present employees may accumulate up to ten (10) sick days per year, if any are available, from 1991, 1992, 1993, 1994 and 1995. 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.

g. Employees will be compensated for up to ten (10) unused sick days at the rate of \$22.50 per day for the year 1996 (Maximum \$225.00) and \$25.00 per day for the year 1997 (Maximum \$250.00). Any sick day, accompanied by a Doctor's Note, will not be counted as a used sick day for the purpose of this paragraph. The first two (2) sick days not accompanied by a Doctor's Note will not be counted as used sick days for the purpose of this paragraph. This compensation shall not be cumulative and will be paid in the last pay in November in a separate check.



8. HEALTH BENEFITS & DISABILITY.

a. It is hereby agreed and understood by and between the parties that COUNCIL will provide the health coverage for all eligible employees and eligible dependents, which coverage shall be equal to the Employee Health Benefit Policy of September 1, 1996, including life, accidental death and dismemberment, dental and medical coverage. The medical coverage will include prescription and vision care. It is further understood and agreed that the COUNCIL may subsidize or co-insure a portion of the medical coverage including the following:

(1) One Hundred and Fifty Dollars (\$150.00) of a Two Hundred and Fifty Dollar (\$250.00) deductible;

(2) Three Hundred Dollars (\$300.00) of a Five Hundred Dollar (\$500.00) family deductible;

(3) The difference between a Two Dollar (\$2.00)/Five Dollar (\$5.00)/Two Dollar (\$2.00) prescription plan and a Five Dollar (\$5.00)/Ten Dollar (\$10.00)/Five Dollar (\$5.00) plan;

(4) One Hundred Dollars (\$100.00) per person or Two Hundred and Fifty Dollars (\$250.00) per family of vision care reimbursement.

(5) It is understood that these reimbursement figures are contingent on the current carrier policy provisions and may change in the event that a different carrier has different policy provisions.

b. The COUNCIL reserves the right to provide alternative coverages, provided such coverages are reasonably comparable to those presently set forth in this Agreement.

c. 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 first cousins.

c. Additional time off may be granted in the case of extenuating circumstances, as determined by the Department Head.

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 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/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. 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.

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 AND PERSONNEL CODE.

The representatives 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.

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, suc

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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

BY: Charles E. Owens  
CHARLES E. OWENS, Mayor

ATTEST:

Richard M. Burr  
RICHARD M. BURR, Clerk

PUBLIC WORKS ASSOCIATION OF  
THE BOROUGH OF WESTVILLE

BY: Rodney Sandy  
BY: Michael Maltman

ATTEST:

Christine A. Helder

CHRISTINE A. HELDER  
Notary Public Of New Jersey  
My Commission Expires Feb. 10, 2000