

MEMORANDUM OF AGREEMENT

CITY OF PLEASANTVILLE

AND

GOVERNMENT WORKERS UNION
LOCAL 700

WHEREAS the City of Pleasantville and the Government Workers Union have met to discuss financial shortfalls and possible solutions.

and

WHEREAS the parties have reached an agreement, approved by the governing body and Local Union membership as follows:

1. The parties agree that from the period of February 15, 2010 through December 31, 2010, any overtime as defined by the Collective Bargaining Agreement shall be credited to the employee as Compensatory Time in lieu of pay. The Compensatory Time shall accrue at the rate of one and one half (1-1/2) hours for every hour of overtime earned. The employees of the Water Department whose overtime compensation is paid by the City of Absecon shall continue to receive said overtime payments.
and EHT
2. Employees may not accrue more than two hundred and forty (240) hours of Compensatory Time.
3. Employees will attempt to use their Compensatory Time within a reasonable time period so long as it does not "unduly disrupt" the operations of an employee's department. "Unduly disrupt" for the purposes of this Agreement shall mean the inability of the City to provide services of acceptable quality and quantity for the public during the time requested without the use of the employee's services or if granting the request would cause the City to incur overtime.
4. Employees unable to use their accumulated Compensatory Time in calendar year 2010 shall carry over their Compensatory Time accumulation into calendar year 2011 so long as the accrual does not exceed two hundred and forty (240) hours.

5. Should an employee's employment be terminated for any reason, including the death of an employee, the employee or employee's estate (in the event of the employee's death) shall be compensated for the accumulated Compensatory Time at the employee's current rate of pay.
6. Neither the City nor the Union is waiving any of its rights, prerogatives, privileges, provisions or obligations under law or the current Collective Bargaining Agreement other than those specifically set forth in this Agreement.
7. The terms of this Agreement shall not be modified, extended or revised unless memorialized, in writing and signed by the parties.

FOR THE CITY OF PLEASANTVILLE:

By: Jesse L. Tweedle, Sr.
The Honorable Jesse L. Tweedle, Sr.
Mayor, City of Pleasantville

By: Marvin Hopkins
Marvin Hopkins, City Administrator

GOVERNMENT WORKERS UNION:

By: David L. Tucker
David L. Tucker, President

By: Frank Oatman
Frank Oatman, Local President
(700)

Dated: 2/19/2010



GOVERNMENT WORKERS UNION

January 20, 2010

CONTRACT EXTENSION AGREEMENT
CITY OF PLEASANTVILLE AND GWU LOCAL 700

This contract extension shall take effect as of January 1, 2010, and shall remain in effect to and including December 31, 2010, without any reopening date. The preceding contract articles, memorandums of understandings and agreements shall remain in effect, with the exception of those items listed below.

1. There shall be a 3.9% increase for all members of the GWU Local 700.
2. GWU Local 700 members shall contribute 1% to their individual health care benefits, if they are the primary carrier, through pay roll deductions on a bi weekly basis.
3. Public Works Employees shall forego their (10) ten minute afternoon break, and said (10) ten minute break time shall be added to their lunch break.
4. The three senior Pump Operator's base salaries to be increased by 973.00.
5. Each GWU member shall be provided with a one time payment of (100.00) one hundred dollars upon signing of this contract extension.
6. Article X 111 - Sick Leave -Sections 3. Shall read: After the utilization of (5) five unexcused sick days in a given calendar year, a physician's note may be required by the employer for each subsequent absence.
7. The Union and Employer will continue their discussion of an amendment of Management Rights language

IN WITNESS HEREOF, The City of Pleasantville and the Government Workers Union Local 700, have hereunto set their hands and seal at the City of Pleasantville, 18 N. First Street, Atlantic County, New Jersey on; This 20 Day of January 2010.

By: Jesse Tweedle, Sr.
Jesse Tweedle, Sr., Mayor
City of Pleasantville

By: Frank Oatman
Frank Oatman, President
GWU Local 700

By: Marvin D. Hopkins
Marvin D. Hopkins, Pleasantville
City Administrator

By: David L. Tucker
David L. Tucker, National President
Government Workers Union

By: Alvin V. Sappani

Signed and sealed in the presence of;