

AGREEMENT BETWEEN CITY OF
MILLVILLE, NEW JERSEY
AND NEW JERSEY CIVIL SERVICE
ASSOCIATION CUMBERLAND
COUNCIL NO. 18

1696

January 1, 1996 through December 31, 1998

Prepared By:

Richard C. McCarthy, Esq.
1601 N. Second Street
Millville, New Jersey 08332
(609) 825-7800

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DEFINITIONS

Cash overtime compensation means payment at a rate of one and one-half times the hourly proration of the employee's base salary, or one and one-half times the employee's regular rate, as specified.

Compensatory time off means the granting of time off in lieu of cash payment where permitted for excess or unusual work time.

Employees covered by this agreement do not include seasonal employees, temporary employees, or provisional employees working through a test period.

Overtime compensation means cash overtime compensation or compensatory time off as permitted.

Part time employee means an employee whose regular hours of duty are less than the regular and normal work-week for that job title or position.

Permanent employee means an employee in the career service who has acquired the tenure and rights resulting from regular appointment and successful completion of the working test period.

Retirement shall be defined pursuant to the law of the State of New Jersey governing the Public Employees' Retirement System of New Jersey and shall include service of veteran retirement, disability retirement or early retirement, but shall not include deferred retirement.

Working Test Period means a part of the examination process after regular appointment, during which time the work performance and conduct of the employee is evaluated to determine if permanent status is merited.

ARTICLE 1

PURPOSE

This Agreement entered into by the City of Millville, New Jersey, hereinafter referred to as the "Employer", and the Civil Service Association, Cumberland Council #18, hereinafter referred to as the "Council", has as its purpose the harmonious relations between the Employer and the Council, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

This Agreement is intended to comply with the Constitutions of the United States and the State of New Jersey, respectively, the New Jersey Employer-Employees Relations Act, Chapter 303 of the Laws of 1968 (N.J.S.A. 34:13A-1 et seq.), as amended, the New Jersey Civil Service Act, Chapter 112 of Laws of 1985 (N.J.S.A. 11A:6-16 et seq.), as amended, all other Statutes as enacted by the Legislature of the State of New Jersey applicable to public employees regardless of whether said Statutes are specifically referred to in this Agreement, the rules and regulations of the New Jersey Public Employment Relations Commission and the rules and regulations of the New Jersey Department of Personnel (formerly The New Jersey Civil Service Commission). In the event there is a conflict between any term or provision of this Agreement and the foregoing statutory or regulatory provisions, it is

the expressed intent of the parties that the foregoing statutory and/or regulatory provisions be deemed controlling and binding upon the parties herein.

ARTICLE 2

RECOGNITION

The Employer recognizes the Council as the designated representative for the purpose of collective negotiations, according to law for all full time Millville City Employees, but excluding policemen, firemen, confidential employees, managerial executives, and supervisors within the meaning of the Act. It is agreed that upon the creation of any new title, which are appropriate to this unit of employees, these new titles shall be covered by this Agreement. Attached hereto is a listing of the job titles subject to the terms of the within Agreement.

ARTICLE 3

MANAGEMENT RIGHTS

The employees recognize that there are certain functions, responsibilities and management rights exclusively reserved to the employer. All of the rights, power and authority possessed by the employer prior to the signing of this Agreement are retained exclusively by the employer subject only to such limitations as are specifically provided in this Agreement or by established past practice.

ARTICLE 4

GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the Council.

B. DEFINITION

A "grievance" is:

1. A breach, misinterpretation or improper application of the terms of this Agreement; or

2. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy, or orders applicable to the department which employs the grievant affecting the terms and conditions of employment.

C. PRESENTATION OF A GRIEVANCE

The employee shall have the right to present his own appeal, individually, or by counsel, or to designate a Council representative to appear with him. The Employer agrees that

there shall be no loss of pay for the time spent in presenting the grievance by the aggrieved person and the Council representative, if he is an employee of the Employer, throughout the grievance procedure. The shop steward shall have the right to utilize no more than one hour during regular work time in the preparation of a grievance for presentation.

D. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

STEP I

An aggrieved employee shall institute action under the provisions hereof in writing, signed and delivered to the Supervisor within ten (10) working days of the occurrence complained of, or within ten (10) working days after he would reasonably be expected to know of its occurrence. Failure to act within said ten (10) days shall be deemed to constitute the abandonment of the grievance.

b. The Supervisor as above shall render a decision in writing within five (5) working days after receipt of the grievance.

STEP II

a. In the event satisfactory settlement has not been reached, the employee shall, in writing and signed, file his complaint with the department head within ten (10) working days following the determination at Step I.

b. The department head, or his designee, shall render his decision within five (5) working days after the receipt of the complaint.

STEP III

Should the employee disagree with the decision of the department head, or his designee, the employee may, within ten (10) working days, submit to the City Clerk's Office for the Board of Commissioners a statement in writing and signed as to the issues in dispute. The Commissioners shall review the decision of the department head together with the disputed areas submitted by the employee. The employee and/or the Council representative or officer will have the right to appear before the Commissioners. The Commissioners will render their decision within ten (10) working days after receiving the grievance.

STEP IV

a. If the employee is not satisfied with the disposition of his or her grievance at Step III, or if a decision has not been rendered by the Board of Commissioners during the time period provided above, the employee may request

in writing that the Council submit the grievance to arbitration. Said request must be submitted to the Council with notice to the City within ten (10) working days of the decision at Step III or ten (10) working days from the last day on which the decision should have been rendered at Step III, whichever is sooner. If the council determines that the grievance is meritorious, it may submit the grievance to arbitration within ten (10) working days of receipt of a request by the employee.

b. Within ten (10) working days of such written notice of submission to arbitration, the City and the Council shall request a list of arbitrators from either the American Arbitration Association or the Public Employees Relations Commission, if applicable. The parties shall then be accordingly bound by the rules and procedures of the American Arbitration Association or the Public Employees Relations Commission whichever has been selected by the parties.

c. The arbitrator's decision shall be in writing and submitted to the City and the Council. Said decision shall be final and binding on the parties.

d. In the event the arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator.

e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, if applicable, shall be borne equally by the City and the Council. The City shall provide the hearing room. Any other expenses incurred including the cost of a transcript, if applicable, shall be paid by the party incurring same.

f. If the arbitrator in his/her sole discretion determines that either party has acted in bad faith, the cost of the arbitration, as described in sub-paragraph (e) above, may be assessed by the arbitrator against said party.

g. If an employee chooses to retain legal counsel of his or her own choice, the Council shall not be responsible for the payment of fees or expenses of said counsel.

h. Rights of Council.

(1) When an employee is not represented by the Council, the Council shall receive notice of the decision from the City rendered at each level of the grievance procedure.

(2) The Council may continue a grievance through all applicable levels of this procedure even though the employee does not wish to do so if said grievance affects or has application to a group or class of employees within the Unit.

(3) Any provision contained within this Article or elsewhere in the Collective Bargaining Agreement shall not be construed as requiring the Council to submit a grievance to arbitration or to represent an employee in any proceedings instituted with the New Jersey Department of Personnel (formerly the New Jersey Civil Service Commission). The Council's decision to process any grievance at any step or to terminate the grievance proceedings at any step shall be final as to the interests of the grievant and the Council.

ARTICLE 5

SALARIES

The salaries for all employees covered under this Agreement will be increased as follows during the term of this Agreement:

January 1, 1996	3.50%
January 1, 1997	3.25%
January 1, 1998	3.00%

ARTICLE 6

SALARY JOB GUIDE

Any employee who receives a promotion or re-classification so as to assume additional responsibilities or duties, or in recognition of the performance of duties beyond those required by their existing title from a class or title having a higher salary range, shall reach their maximum salary level

within five (5) years of such promotion or re-classification. New employees shall reach their maximum salary level for their class or title within five (5) years of their starting date.

ARTICLE 7

LONGEVITY

Longevity pay shall be afforded all employees within the Unit as follows:

	<u>1996</u>	<u>1997</u>	<u>1998</u>
5 Years	3.50%	3.50%	3.50%
10 Years	4.50%	4.50%	4.50%
15 Years	5.50%	5.50%	5.50%
20 Years	6.50%	6.50%	6.50%
25 Years	7.50%	7.50%	7.50%

ARTICLE 8

SHIFT WORKERS

All shift workers (titles named below) pay shall reflect a shift differential on the 4:00 to 12:00 shift (second shift) and on the 12:00 to 8:00 shift (third shift) as set forth below. If an employee works Sunday, he will be paid time and one-half.

A shift differential of 20¢ per hour shall be paid for the second shift, and 26¢ per hour for the third shift. The shift differential shall be paid for the following titles.

1. Animal Control Officer
2. Dispatcher
3. Pumping Station Operator
4. Senior Sewage Plant Operator
5. Sewage Plant Operator

If the Employer creates any new job titles or uses existing job titles which may necessitate shift workers for job description completeness, the Employer shall authorize shift differential payments accordingly.

ARTICLE 9

OVERTIME COMPENSATION

1. Employees who work in excess of 40 hours in a work week shall receive overtime compensation at the rate of one and one-half times their regular rate of pay for each hour worked in excess of 40 hours. The City, in its discretion, may approve compensatory time off at the above rate in lieu of paying cash overtime compensation. Included in the computation of hours worked shall be the number of hours actually worked plus approved administrative leave, holiday leave, sick leave and vacation leave.

2. Employees who are required to work on a holiday shall be entitled to overtime compensation at the rate of one and one-half times their regular rate of pay for each hour worked. The City, in its discretion, may approve compensatory time off at the above rate in lieu of paying cash overtime compensation.

3. Shift workers, as enumerated in Article 8, shall receive overtime compensation for hours worked in excess of their scheduled eight (8) hour shift.

4. All full time permanent employees temporarily assigned to the higher classification of Supervisor shall receive four hours overtime compensation for each day after the completion of the tenth consecutive working day.

5. The City and the Council recognize that there presently exists of necessity, five (5) separate overtime award systems, one for each of the five (5) departments. Each department head agrees to promulgate rules reasonably calculated to insure equal availability of overtime opportunity to all employees interested in overtime hours. Said rules shall recognize the City's discretion to make overtime available to persons qualified for same in the event special skill or training is required.

6. Employees called into work shall receive a minimum of two hours call-in time payable at one and one-half (1 1/2) times the employees regular rate regardless of whether the employee is a thirty five hour or a forty hour per week employee. This compensation may be paid in the form of cash or compensatory time off in the discretion of the employer. Employees called into work shall remain and complete their duties unless excused by their Department Head or his designee, or unless they have a personal emergency which requires their

immediate attention. If the employee leaves for a personal emergency without working two (2) hours he will be paid for actual time worked.

ARTICLE 10

ADMINISTRATIVE LEAVE

1. For the calendar year 1996, employees shall be entitled to four days of administrative leave in accordance with the terms of the previous employment contract which ended December 31, 1995. Thereafter, beginning January 1, 1997, full time new employees beginning employment after January 1st of their first calendar year of employment with the City shall earn one-quarter of a personal day for each full month of employment. All full time employees employed on January 1st shall be entitled to three days administrative leave as hereinafter provided. Administrative leave shall be credited at the beginning of each calendar year in anticipation of continued employment. Administrative leave that is not used during the calendar year shall be forfeited. An employee who leaves employment with the City during the calendar year shall not be required to reimburse the City for days already used. However, administrative leave shall not accrue after the last day of employment, nor shall it accrue during a leave of absence without pay or during a suspension without pay.

2. Requests for administrative leave must be approved by the Department head or his designee. Except in the case of a personal emergency, requests for administrative leave must be submitted at least twenty-four (24) hours in advance of the time when the leave is to be taken.

3. Priority in granting such leave requests shall be:

- a. Emergencies
- b. Religious holidays
- c. Personal Matters

4. Administrative leave may be taken in conjunction with other types of paid leave.

ARTICLE 11

BEREAVEMENT LEAVE

All employees covered by this Agreement shall receive three (3) days off in the event of a death in the employee's immediate family. The leave shall be non-cumulative but may be taken in conjunction with other paid leave. Immediate family shall be defined as: spouse, son, son-in-law, step-son, daughter, daughter-in-law, step-daughter, father, father-in-law, step-father, mother, mother-in-law, step-mother, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister, grandparent and grandchild.

ARTICLE 12

HOLIDAY LEAVE

Each employee shall receive fourteen (14) paid holidays per year as hereinafter provided.

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

Holiday leave shall not be paid for holidays occurring before the first day of employment with the City, nor for holidays occurring after the last date of employment. An employee terminates employment with the City upon death, retirement, resignation or removal. Holiday leave shall not be paid for holidays occurring during a leave of absence without pay or during a suspension without pay.

ARTICLE 13

INJURY LEAVE

1. An employee who is disabled due to a compensable work connected injury or illness shall be entitled to a leave of absence with pay for the period of time that he or she is unable to return to work and is eligible for workers compensation temporary disability benefits subject to the maximum time of ninety (90) days. The examining physician designated by the City must certify to the disability and the injury or illness as required by State law.

2. Injury leave is in addition to other paid leave. As long as the employee remains an employee of the City, the employer shall continue to provide the employer's share of all insurance coverages and pension contribution.

3. During any period when the full salary or wages of an employee on injury leave is paid by the City, the workers compensation temporary disability payments made to or received by the employee shall be assigned to or paid to the City by the insurance carrier or the employee.

ARTICLE 14

SICK LEAVE

1. Full time new employees beginning employment after January 1st of their first calendar year of employment with the City shall earn one sick day for each month employed. Thereafter, all full time employees employed on January 1st shall be entitled to fifteen (15) days annual paid sick leave as hereinafter provided. Annual paid sick leave shall be credited at the beginning of each calendar year in anticipation of continued employment. Continued employment shall mean employment without interruption due to death, retirement, resignation or removal. Paid sick leave shall not accrue after the last day of employment, nor shall it accrue during a leave of absence without pay or during a suspension without pay.

2. Any employee, upon retirement from service with the City of Millville, shall receive 50% of his or her accumulated sick time subject to a maximum payment of \$13,000.00.

3. In the event of an employee's death, the benefits provided in this Article shall be payable to a previously designated beneficiary provided the employee has a minimum of five (5) years of service with the City.

4. Accumulated sick leave as aforesaid shall be computed at the rate in effect at the time of retirement of the employee. All benefits payable by this Article shall be paid within thirty (30) days from the date of retirement or the termination of employment.

ARTICLE 15

VACATION LEAVE

Full time new employees beginning employment after January 1st of their first calendar year of employment with the City shall earn one vacation day for each month employed. All full time employees employed on January 1st shall be entitled to annual paid vacation leave as hereinafter provided. Annual paid vacation leave shall be credited at the beginning of each calendar year in anticipation of continued employment based on the employee's years of continuous service. Continued employment shall mean employment without interruption due to death, retirement, resignation or removal. Paid vacation leave shall not accrue after the last day of employment, nor shall it accrue during a leave of absence without pay or during a suspension without pay.

<u>LENGTH OF SERVICE</u>	<u>NUMBER OF DAYS</u>
1st Year	1 per full month employed
2 through 6 Years	12 Annually
7 through 13 Years	15 Annually
14 through 19 Years	20 Annually
20 through 24 Years	25 Annually
25 to Retirement	30 Annually

Requests for vacation leave must be approved by the Commissioner or his designee. Vacation shall be scheduled for the period of time requested by the employee provided such arrangements are consistent with work requirements. Vacation

leave not used in a calendar year because of business necessity shall be used during the next succeeding calendar year only and shall be scheduled to avoid loss of leave.

ARTICLE 16

HEALTH BENEFIT PROGRAM

1. Medical and Hospital Plan. The Employer shall provide full medical and hospital coverage for all employees of the bargaining unit. The Employer shall pay 100% of the premium cost of the employee's dependents, provided the employee enrolled said dependents in the hospitalization plan in force for all employees of the City. The plan shall be Insurance Design Administrators (IDA) coverage for the employee and his eligible dependents, or at the employee's option, a HMO or Healthways Insurance Plan provided any additional premium necessitated by such option is paid by the employee. The above medical and hospitalization coverage shall be modified as follows for the purpose of effecting cost containment:

A. Major Medical Deductible is \$200.00 for individuals and \$400.00 for families.

B. Mandatory Second Surgical Opinion

C. Pre-Admission Review

D. The maximum payment by the Plan shall be \$2,000,000.00 for Each Benefit Period per Eligible Person with a Lifetime Maximum Per Eligible Person of \$2,000,000.00.

E. Beginning January 1, 1998, the basic IDA self insured insurance plan shall include mammograms, pap smears, prostate examinations, and needles and syringes for diabetics.

The Employer may, at its option, change any of the existing insurance plans or carriers providing such benefits so long as the change in carriers has no material effect on the benefits which are provided to the employees and their eligible dependents. The Employer further reserves the right, at its option, to self-insure any of the such plans or coverages so long as the change to self-insurance has no material effect on the benefits which are provided to the employees and their eligible dependents. Prior notice must be made to the Association of any change.

2. Prescription Plan. All employees shall be covered by the Prescription Plan presently in force for all City employees. The Prescription Plan shall be modified as follows: for the calendar year 1996, a \$3.00 co-payment for generic prescription drugs and a \$3.00 co-payment for brand name prescription drugs; for the calendar year 1997, a zero co-payment for generic prescription drugs and an \$8.00 co-payment for brand name prescription drugs; and for the calendar year 1998, a zero co-payment for generic prescription drugs and a \$10.00 co-payment for brand name prescription drugs.

3. Dental Plan. The Employer shall provide dental insurance under the Blue Cross and Blue Shield of New Jersey Dental Program for all members of the bargaining unit and their eligible dependents, subject to the terms and conditions of the group policy. Said dental program shall provide coverage for orthodontial care for employees and their eligible dependents.

4. Optical Plan. The Employer shall provide full reimbursement for optical expenses incurred by an employee or his or her eligible dependents subject to a maximum annual payment of \$125.00.

5. Retirement Benefits After Twenty-Five Years of Service With the City. Upon the Employee's retirement, after he or she has had twenty-five (25) years of service with the City of Millville, said employee and spouse shall be entitled to receive Medical and Hospital insurance and beginning January 1, 1998, a Prescription Plan provided at the expense of the Employer subject to the following terms and conditions:

A. Maximum of ten (10) years.

B. When said retired employee obtains full time employment having comparable health care benefits, the medical and hospital insurance and prescription plan provided by the City shall be permanently terminated.

C. When the retired employee becomes eligible for Medicare benefits, those benefits shall become primary coverage, with the medical and hospital insurance and prescription plan provided by the City being secondary coverage. The spouse of the retired employee shall continue to have medical and hospital insurance coverage and prescription plan provided by the City until the spouse becomes eligible for Medicare, subject of course to the aforementioned conditions. If the

employee or spouse becomes eligible for Medicare benefits, those benefits shall become primary coverage for the prescription drugs, and the City agrees to provide insurance coverage for that portion which is not covered by Medicare, subject only to the co-payment requirement of zero dollars for generic prescription drugs and \$10.00 for brand name prescription drugs.

6. Retirement Benefits After Fifteen Years of Service With the City. Upon the employee's retirement, after he or she has had fifteen (15) years of service with the City of Millville, said Employee and spouse shall be entitled to receive Medical and Hospital insurance and, beginning January 1, 1998, a Prescription Plan provided at the expense of the Employer subject to the following terms and conditions:

A. Maximum of five (5) years.

B. When said retired employee obtains full time employment having comparable health care benefits, the medical and hospital insurance and prescription plan provided by the City shall be permanently terminated.

C. When the retired employee becomes eligible for Medicare benefits, those benefits shall become primary coverage, with the medical and hospital insurance and prescription plan provided by the City being secondary coverage. The spouse of the retired employee shall continue to have medical and hospital insurance coverage and prescription plan provided

by the City until the spouse becomes eligible for Medicare subject of course to the aforementioned conditions. If the employee or spouse becomes eligible for Medicare benefits, those benefits shall become primary coverage for the prescription drugs, and the City agrees to provide insurance coverage for that portion which is not covered by Medicare, subject only to the co-payment requirement of zero dollars for generic prescription drugs and \$10.00 for brand name prescription drugs.

7. Payment in Lieu of Benefits. The City proposes a cash incentive of \$1,000.00 annually in lieu of benefits to an employee who voluntarily declines health insurance coverage with the City by virtue of coverage provided through a spouse. The employee may reenter the health insurance plan subject to the insurance restrictions and requirements in the event such alternative insurance coverage is discontinued or made unavailable. The \$1,000.00 shall be prorated according to the period of time that the employee is not covered under the health insurance plan provided by the City.

8. Disability Plan. The Employer shall enroll in the State Disability Insurance Plan. The City of Millville shall be responsible for the Employer's share of the premium contribution and each individual employee shall be responsible for the employee's share of the disability insurance premium.

ARTICLE 17

SCHOOLING

A total of sixteen (16) undergraduate college credits or graduate courses each year shall be paid for by the Employer, provided the credits are job related, or part of an approved curriculum relevant to the employee's present or desired position.

The course leading to said credits must be taken other than during working hours and only after one (1) full year of employment with the Employer. The course must be passed by the employee in order for the Employer to make reimbursement.

The Employee will complete the appropriate section of the college credit request form attached in duplicate, and submit to his/her department head and retain one (1) copy.

The department head shall take action on the written request within ten (10) days from receipt thereof.

ARTICLE 18

CLOTHING MAINTENANCE ALLOWANCE

Any employee in the Department of Public Safety required to wear a uniform shall receive a uniform maintenance allowance of \$350.00 per year payable on August 15th.

ARTICLE 19

PROMOTION PAY RAISE

An Employee who receives a certification of permanent civil service promotion shall receive a minimum annual pay raise of \$300.00, provided there had not been a pay raise of at least \$300.00 upon provisional appointment.

ARTICLE 20

PRORATION OF BENEFITS

Administrative leave, holiday leave, sick leave, vacation leave, and annual clothing maintenance allowance shall be prorated under the following circumstances:

1. Employment. During the first calendar year of employment with the City, employees who are employed for less than twelve (12) months shall earn administrative leave, sick leave, vacation leave, and annual clothing maintenance allowance prorated on the basis of the number of full months employed. Holiday leave shall not be paid for holidays occurring prior to the first day of employment with the City.

2. Death, Retirement, Resignation or Removal. During the last calendar year of employment with the City, employees, upon death, retirement, resignation or removal shall earn sick leave, vacation leave and annual clothing maintenance allowance prorated on the basis of the number of full months employed. Administrative leave shall

not accrue and be paid after the death, retirement, resignation or removal of an employee. However, an employee who has already used administrative leave shall not be required to reimburse the City for the days already used. Holiday leave shall not be paid for holidays occurring after the death, retirement, resignation or removal of an employee.

3. Suspensions Without Pay. During any suspension period without pay, in excess of 29 days, administrative leave, holiday leave, sick leave, vacation leave, annual clothing allowance and annual clothing maintenance allowance shall be prorated on the basis of the number of thirty day periods of suspension served.

4. Leave of Absence Without Pay. During any leave of absence without pay, in excess of 29 days, administrative leave, holiday leave, sick leave, vacation leave, annual clothing allowance and annual clothing maintenance allowance shall be prorated on the basis of the number of 30 day periods of leave taken.

ARTICLE 21

REST PERIOD

1. The normal work week for full-time employees shall consist of thirty-five (35) hours per week for office personnel and all other personnel forty (40) hours per week.

2. Each department head shall so schedule the work shift as to provide a fifteen (15) minute rest period during the first half of the shift and a fifteen (15) minute rest period during the second half of each shift. The Commissioner in charge of each Department shall have the discretion to modify the rest period for any particular Department to include a single thirty (30) minute rest period for the entire work day. Each Commissioner, in exercising that discretion, shall be sensitive to the particular job related responsibilities within each Department that might effect health or hygiene that may warrant a single one-half hour rest period. The department head shall schedule said rest periods in a manner least likely to interfere with the work of the Department.

ARTICLE 22

BULLETIN BOARD

Bulletin Board space will be made available by the Employer at permanent work locations for use of the Council for the purpose of posting Council announcements and other information of a non-controversial nature. The City maintains the right to review and approve all materials posted on the Bulletin Board.

ARTICLE 23

VACANCIES

All vacancies, including newly created positions, or those vacated due to promotions or resignations, are to be posted within ten (10) working days of occurrence so that all employees are aware of the opening. A representative of the Council shall receive a copy of posted notices. Any employee who wishes the opportunity to apply for the open position should apply for said position within ten (10) working days of the date of the announcement.

ARTICLE 24

PAYROLL DEDUCTION OF DUES AND FEES

The payroll deductions for dues and fees shall be made in accordance with the procedure outlined in the New Jersey Employer-Employee Relations Act, NJSA 34:13A.

ARTICLE 25

VOTING

The Employer agrees to permit any voting for the purpose of ratification of this Agreement and any successor Agreement hereto, during working hours at such time as may least interfere with normal work operations.

ARTICLE 26

COUNCIL REPRESENTATIVE

Any employee in this Unit who is a duly authorized representative of Council #18 shall be granted a leave of absence with pay for an aggregate period not exceeding five (5) days in any calendar year for the purpose of traveling to and from and attending a state convention or meeting of the New Jersey Civil Service Association. The number of such employees will not exceed five (5). The Employer shall be supplied with the names of such delegates by Council at a reasonable time before such convention or meeting.

Shop Stewards shall be permitted during working hours, without loss of pay, to attend an annual training session conducted or sponsored by the Association subject to the following limitation:

1. Said leave is limited to no more than six (6) Shop Stewards.
2. Each individual Shop Steward is limited to attending one training session during the term of the Contract.
3. Written notice by the Association shall be submitted to the City Clerk specifying the individuals effected at least fourteen (14) days prior to the scheduled session.
4. A Certificate of Attendance shall be submitted to the City Clerk by the Association.

ARTICLE 27

RETENTION OF EXISTING BENEFITS

1. Except as otherwise provided herein, all rights, privileges and benefits which the employees have heretofore enjoyed and are presently enjoying shall be maintained and continued by the Employer during the term of this Agreement.

2. Upon request, Employer will supply a copy of this Agreement to each employee covered by this Agreement.

ARTICLE 28

SAVING CLAUSE

In the event that any Federal or State Legislation, governmental regulation or court decision cause invalidation of any Article of this Agreement, all other Articles not so invalidated shall remain in full force and effect.

ARTICLE 29

DISCRIMINATION AND COERCION

The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, council membership or council activities.

No reprisals of any kind shall be taken by Employer or any member of the Employer's administration against any party in interest, any representative, any member of the Council or any participant in the grievance procedure by reason of said participation.

ARTICLE 30

WORK ENVIRONMENT

The Employer agrees to provide a healthy and safe work environment for the employees consistent with the requirements imposed by the Public Employees Occupational Safety and Health Act (PEOSHA).

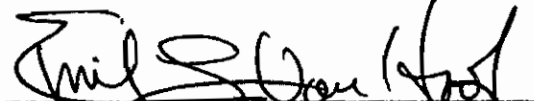
ARTICLE 31

DURATION

This Agreement shall be effective as of the first day of January 1996 and shall remain in full force and effect until the 31st day of December 1998. This Agreement shall remain in full force and effective during any future period of negotiations. It is agreed by both parties that collective negotiation for a new Agreement shall start no later than October 1, 1998.

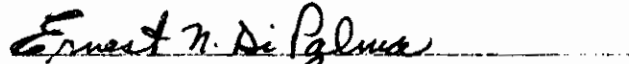
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 22nd day of August, 1996.

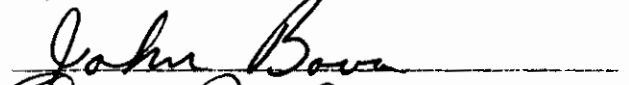
CITY OF MILLVILLE:

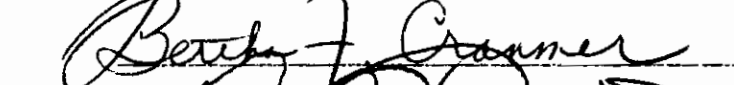
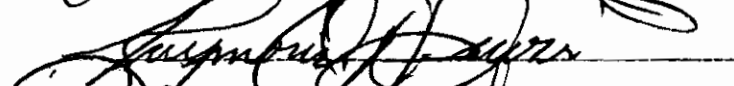
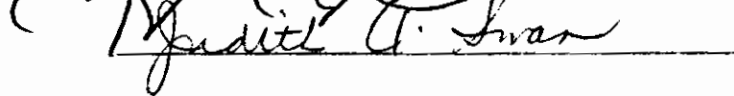

Emil L. Van Hook, Mayor


Lewis N. Thompson, City Clerk

THE NEW JERSEY CIVIL SERVICE
ASSOCIATION - CUMBERLAND
COUNCIL #18:





GRIEVANCE PROCEDURE FORM

This form will be used for presenting a grievance in accordance with the Department Procedures. Items must be completed in ink or typed.

Institution, agency, or other component of Department _____

Name _____ Title _____ Date _____

Date of Incident _____ My grievance is _____

To correct my grievance the following should be done _____

- Check One I will represent myself
 My employee representative will be

Name _____ Title _____ Organ. (if any) _____

Signature of Employee

STEP 1
SUPERVISOR

Action taken _____

Date

Has grievance been satisfactorily resolved: YES _____ NO _____

Signature of Employee _____ Signature of Immediate Supervisor _____

STEP 2

Action taken _____

Date

Has grievance been satisfactorily resolved: YES _____ NO _____

Signature of Employee _____ Signature of Department Head _____

STEP 3

THIS SECTION TO BE COMPLETED BY EMPLOYEE

Check One I will not have non-employee representation
 My non-employee representative(s) will be:

Names (s) _____ Organization _____

Action taken _____

_____ Date _____

Has grievance been satisfactorily resolved? Yes _____ No _____

Signature of Employee

Signature Commissioner

COLLEGE CREDIT REQUEST FORM

NAME _____

DATE _____

DEPT. _____

SCHOOL _____

COURSE TITLE _____

CREDITS _____

PRICE PER CREDIT _____

TOTAL _____

.....

FOR DEPT. HEAD:

GRANTED _____

DENIED _____

REASON FOR DENIAL _____

SIGNED _____

DATE _____

COUNCIL #18 JOB TITLES

Account Clerk
Administrative Secretary
Administrative Secretary/PT
Animal Control Officer
Assessing Clerk
Asst Animal Control Officer
Asst Supv of Wtr Distribution
Building Inspector/PT
Building Maintenance Worker
Building Maintenance Worker/
Building Subcode Official
Building Subcode Official/PT
Cashier
Cashier Bilingual in Span/English
Cashier Typing
Chemist Water Analysis
Chief Loan Advisor
Clerk
Clerk/PT
Clerk Stenographer
Clerk Transcriber
Clerk Transcriber/PT
Clerk Typist
Clerk Typist Bilingual in Span/English
Clerk Typist/PT
Code Enforcement Officer
Communications Operator
Data Control Clerk
Data Processing Coordinator/PT
Deputy Reg of Vital Stats/Typing
Drafting Technician
Electrical Inspector
Electrical Inspector/PT
Engineering Aide
Electrical Subcode Off/PT
Field Representative Property Improvement
Fire Protection Subcode Official
Fire Protection Subcode Official/PT
General Supervisor Streets
Heavy Equipment Operator
Heavy Equip Opr Roads/Mech
Laboratory Technician Water Analysis
Laborer
Laborer/PT
Laborer Heavy
Land Surveyor/Princ Eng Aide
Loan Advisor
Maintenance Repairer
Maintenance Repairer/Welder
Mechanic
Mechanic's Helper/Traffic
Maintenance Worker
Microfilm Systems Supv/PT
Motor Broom Driver
Motor Broom Driver/ Rep
Municipal Disaster Control
Director/PT
Park Maintenance Worker
Parking Enforcement Officer/PT
Payroll Clerk
Payroll Supervisor/Supv
Personnel Clerk
Planner Trainee
Plumbing Inspector
Plumbing Inspector/PT
Plumbing Subcode Official
Plumbing Subcode Off/PT
Police Aide
Police Aide/Animal Control Off
Police Aide/Traffic Maint Wkr
Police Guard/Police Records Clk
Police Records Clerk
Principal Assessing Clerk
Principal Cashier
Principal Clk Stenographer
Principal Clk Typist
Principal Engineering Aide
Principal Payroll Clerk
Principal Purchasing Asst/Typing
Program Development Specialist/PT
Public Works Inspector/PT
Public Works Repairer
Pumping Station Operator
Purchasing Asst Typing
Receptionist Typing
Recreation Attendant/PT
Recreation Supervisor
Relocation Officer/PT
Right to Know Prjct Spclst
Sanitary Inspector/PT
School Traffic Guard/PT
Senior Account Clerk
Senior Assessing Clerk
Senior Asst Assessor
Senior Bldg Maintenance Wkr
Senior Bldg Maint Wkr/PT
Senior Cashier
Senior Clerk Stenographer
Senior Clerk Typist
Senior Clerk Typist/Bilingual
in Span/English
Senior Clerk Typist/PT
Sr Clerk Typist/Telephone Opr
Senior Drafting Technician
Senior Engineer Aide
Senior Maintenance Repairer
Senior Maintenance Repairer/
Senior Maintenance Rep/Mason
Senior Mechanic
Sr Park Maintenance Worker
Senior Police Records Clerk
Senior Pumping Station Opr
Senior Sewage Plant Opr
Senior Sewage Plant Rep
Senior Water Meter Reader
Senior Water Meter Repairer
Senior Water Repairer
Senior Water Treatment Plant Opr/
Water Treatment Plant Rep
Senior Welfare Interviewer
Sewage Plant Operator
Sewage Plant Repairer
Signal Systems Repairer/PT
Special Law Enforcement Off/PT
Student Assistant/PT
Summer Help
Supt of Public Property
Supervising Airport Attendant
Supervising Cashier
Supervising Clerk
Supervising Clerk Typist
Supervising Sewage Plant Opr
Supervising Sewage Plant
Operator/Supervisor Sewers
Supervising Water Treatment
Plant Opr/Supv Water
Supv Wtr Treatment Plant Rep
Supv Sewer Maintenance
Supervisor of Accounts
Supervisor of Billing & Collecting
Supervisor of Data Processing Operations
Supervisor of Data Processing
Operations/PT
Supv of Laboratories Clinical
& Water Analysis
Supervisor of Water
Supervisor of Water & Sewage
Billing & Collections
Tax Clerk
Tax Search Officer/PT
Telephone Operator
Telephone Operator/PT
Telephone Operator/Typing
Traffic Maintenance Worker
Truck Driver
Violations Clerk
Water Meter Inspector/Water Meter Repairer
Water Meter Reader
Water Meter Repairer
Water Repairer
Water Treatment Plant Opr
Welfare Interviewer
Welfare Interviewer/Bilang Span/English