

2069

AGREEMENT

between

THE CITY OF PLEASANTVILLE

and

THE PLEASANTVILLE CITY EMPLOYEES LOCAL 3103

American Federation of State, County and Municipal Employees
(AFSCME) AFL-CIO

January 1, 1990

to

December 31, 1992

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APPENDIX A

Assessment Clerk, Auto Mechanic, Clerk Typist, Clerk Typist/Receptionist, Custodian, Foreman, Heavy Mechanic, Heavy Equipment Operator, Heavy Auto Mechanic, Junior Clerk, Light Equipment Operator, Operator Level II, Operator Level III, Operator Level IV, Operator Level V, Police Dispatcher, Principal Clerk, Recreation Maintenance Worker, Recycling Aid/Laborer, Senior Clerk, Tax Clerk, Truck Driver, Violations Clerk.

ARTICLE I
Recognition

Section 1. The City of Pleasantville, a municipal corporation, in the County of Atlantic, State of New Jersey hereby recognizes AFSCME, Council 71, Local 3103 as the sole bargaining employees listed under Appendix A attached hereto, and by reference is made a part of this Agreement. Any later additional classifications will be consistent with what the parties may later agree to.

Section 2. The City of Pleasantville is herein referred to as the Employer. AFSCME, Council 71, Local 3103 is hereinafter referred as the Union.

Section 3. This Agreement entered into by the Union and the Employer, has as its purpose the promotion of harmonious relations between the Employer and the Union; 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.

ARTICLE II
Maintenance of Standards

Section 1. The Employer shall not discharge or discriminate against any employee for Union activities or Union membership as long as this activity does not in any way abrupt or disrupt the operation of the Employer.

Section 2. The Union shall retain all civil rights guaranteed under the Constitution and statutes of the United States and the State of New Jersey.

Section 3. This agreement shall not be changed or amended except by mutual consent reduced to writing and agreed to by the parties hereto and signed by the proper representatives of the parties.

ARTICLE III
Management Rights

Section 1. The City hereby retains and reserves onto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The Executive Management and Administrative control of the City government and its properties and facilities, and the activities of its employees.
2. To hire all employees and subject to the provision of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

Section 2. The exercises of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States and ordinances of the City of Pleasantville.

Section 3. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national State, County or local laws ordinances.

ARTICLE IV
Local Union Representation and Members

Section 1. During negotiations of succeeding contracts or for the purpose of processing grievances, local Union representatives shall be excused from normal duties, without loss of pay, not to exceed three (3) representatives.

Section 2. With respect to all internal investigations the City will furnish the local with copies of all charges for disciplinary actions, layoff, recalls, promotions, demotions, and any other change in the condition of employment, for employees covered by this contract.

Section 3. Union Rights. the employer will grant released time without pay to no more than two (2) Union members to attend an annual international convention not to exceed five (5) working days.

Section 4. The Union will notify the City Administrator, in writing, naming the authorized representatives of the Union. No person not named may speak for employees of the bargaining unit.

Section 5. The City shall provide job classifications for each job title provided for in the contract with the Union, as enumerated in appendix A. These classifications are to be adhered to in the hiring of new employees.

ARTICLE V Retirement

Section 1. Effective January 1, 1988, all employees covered by this Agreement shall retire with all pension rights under the New Jersey Public Employee Retirement System. Employees retiring under this Article shall be paid for unused earned vacation. Employees shall also be paid three quarters (3/4) of unused sick time, with a maximum of twenty six (26) weeks and twelve thousand five hundred dollars (\$12,500) shall be the maximum amount payable regardless of the number of sick leave days accumulated. All employees under this Article shall be paid at the rate of their annual base pay effective at the time of their retirement.

Section 2. Any employee retiring under age, service, or disability shall be paid in full for unused earned vacation. The maximum number of days shall not exceed one (1) year's entitlement. For example, if an employee is entitled to twenty (20) days per year vacation, then twenty (20) days would be the maximum payment is earned, but unused.

Section 3. Maximum to be accumulated is twenty six (26) weeks and the maximum amount payable regardless of the number of sick leave days is twelve thousand five hundred dollars (\$12,500).

Section 4. Any employee who dies while employed shall have paid to his/her survivor, compensation for unused earned vacation, overtime, holiday, pension, insurance benefits and unused sick time in accordance with the other provisions of this article.

Section 5. Prior to going on retirement (terminal leave) all employees shall receive accrued benefits, but while on retirement (terminal leave) each employee shall not be entitled to any additional sick leave, vacation time, holiday time, medical benefits, pension payments or other benefits offered active employees.

ARTICLE VI
Leave of Absence

Section 1. After probationary periods of six (6) months, a leave of absence, without pay, may be granted for good cause to any employee for a period of not to exceed six (6) months at any one time. Said leave should not be arbitrarily or unreasonable withheld. A leave of absence for the sole purpose of seeking other gainful employment shall not be considered good cause. The City shall expect the employee to return to work at the expiration of the leave.

Section 2. No employee shall be required to take a leave of absence without this written consent made in the presence of a Union representative.

Section 3. The maximum time an employee may request and obtain a leave of absence shall be for a period of six (6) months, following the utilization of such time, all further leaves of absence shall be approved only with the express consent and approval of the City Administrator.

Section 4. Any employee covered by this contract shall be required to serve one probationary period of six (6) months at entry level and thirty (30) days or one (1) month in all promotions, but will receive the new positions rate of pay.

ARTICLE VII
Dues and Representation

Section 1. The employer agrees to deduct dues upon receipt of written authorization by the employee, and once a month will submit the money collected for this purpose to the Financial Secretary of the Union. The monies collected shall be sent to the Financial Secretary of Council 71, 604 South Black Horse Pike, Blackwood, N.J. 08102, no later than the fifteenth (15th) of each month. A check off shall commence for each employee who should have signed the properly dated authorization card supplied by the Union during the month following the filing of such card with the City.

Section 2. Agency Shop. Any employee in the bargaining unit on the effective date of this agreement who does not join the Union within thirty (30) days thereafter, and any employee who does not join within thirty (30) days of initial employment with the unit, and any employee previously employed within the unit who does not join within ten (10) days or reentry into employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty five percent (85%) of the regular Union membership dues, fees, and assessments, as certified to the

Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular membership dues, fees, and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement, so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

ARTICLE VIII Pay Period

Section 1. Employees shall be paid every two (2) weeks for a total of twenty six (26) pay periods per year in accordance with City Ordinance.

Section 2. If a holiday falls on a pay day, employees shall be paid the preceding day.

ARTICLE IX Work Week

Section 1. The work week currently in effect for employees of the Municipal Court, Police Department and Recreation Department will remain in effect, except as specifically modified by this Article.

Section 2. The regularly scheduled work week shall be as follows:

a) Department of Public Works, Monday-Friday,
7:00 a.m to 3:30 p.m.

b) Water Pollution Control, Monday-Friday,
8:00 a.m. to 4:00 p.m.

c) Tax Collection, City Clerk, Tax Assessment and Code Enforcement, Monday-Friday, 9:00 a.m. to 5:00 p.m.

Section 3. All employees must punch in the beginning and ending of each work day, in addition to doing the same for the lunch hour period. "Punch" meaning to insert designated card in designated time clock.

Section 4. Any time worked over the regularly scheduled work day will be computed consistent with the Article entitled overtime.

Section 5. The union and employer agree to a flexible schedule for employees upon prior notification to the Union. Said notification shall be given to the Union at least 48 hours prior to the change, except in emergencies.

Section 6. Employees covered specifically under Section II, shall be given two (2) ten (10) minute break periods during the regularly scheduled work day. The morning break occurring at 10:15 a.m., and the afternoon break occurring at 2:15 p.m. The employees of the Water Pollution Department shall be given two (2) ten (10) minute break periods during the regularly scheduled work day, at the discretion of the Water Pollution Control Superintendent. Those employees classified as Police Dispatchers shall be given two (2) ten (10) minute break periods during the regular work day, at the discretion of the commanding officer on duty during their respective shifts. Clerical employees employed in the Tax Collection Department, City Clerk's Department, Tax Assessment Department and Code Enforcement are entitled to one (1) ten (10) minute break period during the regular work day. The break period shall be taken in the break room.

ARTICLE X Overtime

Section 1. Overtime is defined as all time worked beyond the regularly scheduled work week. The City shall have the right to require reasonable assignment of overtime work, such assignment shall be performed by the employee, unless there is good cause for refusal thereof. An employee who has good cause for refusal thereof shall not be discriminated against or disciplined. The City shall make every reasonable effort to distribute overtime equitably among employees in occupations in which overtime occurs.

Section 2. Overtime shall be compensated, unless otherwise provided, at the rate of time and one-half (1 1/2) times the employees regular rate of pay, on the following basis:

1. The first five (5) hours in excess of thirty five (35) hours - straight.
2. Overtime in excess of forty (40) hours shall be compensated, unless otherwise provided, at the rate of time and one-half (1 1/2) times the employee's regular rate of pay.

Section 3. All hours worked on a Sunday and any holiday as stated in Article XII shall be paid at the rate of (2) two times the employees regular rate of pay, exclusive of holiday pay up to and including all time worked. This provision does not apply to those employees covered under Section 6 of article IX, unless said Sunday is also a paid holiday as listed in Article XII.

Section 4. Overtime provisions shall be adequately provided according to historical usage levels in the City of Pleasantville's annual budget. Said funds shall be budgeted in departmental overtime accounts, and shall be equitably

distributed according to functions needed. When this fund is exhausted, overtime shall be taken as compensatory time at one and one-half (1 1/2) times the number of hours worked, consistent with the provisions of this Article. Employees requesting the use of earned compensatory time off shall submit said request in writing at least five (5) days in advance of requested date. In the event this request is denied, the employee shall receive either cash payment or the accrual of this time to the employee's credit from year to year.

ARTICLE XI Call-In Time

Section 1. An employee who has been called into work in addition to his or her regularly scheduled shift shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate, except on a holiday, which shall be paid at the rate of two (2) times the regular hourly rate, plus holiday pay. Call-in time begins when an employee reports to his assigned duty station. Call-in time ends at the completion of assignment or beginning of regular work shift, whichever occurs first. Employees will be permitted to leave the work site when the work assignment is completed unless the employees scheduled work shift has commenced.

Section 2. In all instances however, all full time employees covered by this Agreement are guaranteed two and one-half (2 1/2) hours minimum at the rates mentioned in Section 1 of this Article compensation regardless of the number of hours worked, provided that said employee is designated to be on call for that given work week.

Section 3. The City shall assign on a fair and equal basis, a Water Pollution Control employee who shall be designated to be on call for a given week. The employee on call shall be granted one compensatory day for each on call week so designated, in addition to whatever pay received for actual call-in time worked, pursuant to Section 1 and 2 of this Article. Employees requesting the use of earned compensatory time off shall submit said request in writing at least five (5) days in advance of requested date. In the event this request is denied the employee shall receive either cash payment or the accrual of this time to the employee's credit from year to year.

Section 4. The City, in its discretion, may designate employees from other departments to be on call for any given week. These employees shall be granted one (1) compensatory day for each week so designated. In this case, these employees will be subject to the benefits described in Section 2 herein. In the case of call-back where the City has not designated an employee to be on call, those employees call-back will also be compensated pursuant to Section 2 herein.

Section 5. All employees, upon being personally notified, shall report to work within thirty (30) minutes. If the on-call employee is not available said employee shall be subject to disciplinary action. In this case, the thirty (30) minute reporting time is extended to mean report as soon as possible.

Section 6. In a department where the City has designated an employee to be on-call for a given week, the employee is not available for call-in, the first employee reached in that department, shall accept the call-in time and be compensated pursuant to Section 1 of this Article. The minimum guarantee contained in Section 2 of this Article shall not be applied in this case. If the employee responding does not attain the minimum guarantee of two and one-half (2 1/2) hours, then that employee will be awarded an additional one (1) compensatory day, which will be taken from the on-call employee who was not available.

ARTICLE XII Holidays

Section 1. Employees shall receive fourteen (14) paid holidays per year.

Section 2. Any other holidays shall be such holidays as are declared by the Mayor, Administrator or City Council, Governor and President of the United States.

Section 3. Employees who work a holiday shall be paid in compliance with Article X entitled Overtime.

Section 4. Paid holidays are as follows:

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. General Election Day
10. Thanksgiving Day
11. Friday after Thanksgiving
12. Columbus Day
13. Christmas Day
14. Martin Luther King Day

ARTICLE XIII
Bulletin Board

Section 1. The City shall provide and install Bulletin Boards and/or provide space for the posting of notices relating to matters and official business of all AFSCME organizations in all Departments covered by this Contract.

Section 2. All job openings shall be posted by the Administrator on the Bulletin Board located in the main hallway of City Hall. Copies shall be placed in the AFSCME mailbox. This posting will also apply to all applications for promotion or transfer.

ARTICLE XIV
Grievance Procedures

Section 1. The purpose of this Article is to settle all grievances between the Employer and the members of the Union as quickly as possible so as to insure efficiency and promote employee morale.

Section 2. A grievance is defined as any disagreement or dispute between the Employer and the employee, or between the Employer and the Local Union involving the application interpretation or alleged violation of this Agreement.

Section 3. Any grievance must be presented within five (5) working days after the aggrieved party knows of the event or events upon which the claim is based or else such grievance is waived.

Section 4. A grievance shall be processed as follows:

Step 1. The aggrieved employee and the representative to the Local Union shall discuss and attempt to resolve the matter with the Department Head who shall attempt to adjust the matter and shall respond to the employee within two (2) working days.

Step 2. If the grievance is not adjusted at Step 1, it shall be submitted in writing to the City Administrator, within two (2) working days who shall seek to resolve the grievance with the appropriate two (2) Union representatives, and respond in writing within five (5) working days.

Step 3. If the parties are unable to resolve the grievance at Step 2 within five (5) working days, then either of the parties may elect to proceed to

arbitration. The Employer and Union are equally liable for the expenses of the Arbitrator. Arbitration shall be a single Arbitrator mutually selected by the parties, the cost to be shared by both the Union and the City equally.

However, if the parties are unable to agree upon the selection of an Arbitrator within five (5) working days after the Union notifies the City Administrator of its intention to arbitrate, then the Union may within ten (10) working days thereafter request the Public Employment Relations Commission to submit a panel of seven (7) arbitrators to both parties. A copy of such request shall be sent to the City Administrator. Each party shall notify the Commission of its selections from the panel submitted and the Commission shall then appoint the Arbitrator most preferred by the Local Union and the City to hear and decide the dispute.

Section 5. Only the employer and the Union shall have the right to submit a grievance to arbitration and the arbitration shall be binding. Notwithstanding any other provisions of this Article to the contrary.

Section 6. No disciplinary action shall be taken against any employee without a Union representative being present and aware of the incident.

Section 7A. In the event of a dispute or disagreement in which the City Administrator is directly involved, the City Administrator shall present such charges as warranted to the employee along with the Union, and the hearing shall be set up before the City Administrator within the time frame set by this Article.

Section 7B. If the grievance is not resolved at Section 7A of this Article, it shall proceed to Step 3 of Section 4 of this Article.

ARTICLE XV Bereavement Leave

Section 1. Employees shall be granted four (4) days leave with pay because of death in his/her immediate family, including relatives residing in the same household, or for the death of a Father, Father-in-law, Brother, Brother-in-law, Sister, Sister-in-law, Mother, Mother-in-law and Grandchildren who reside elsewhere.

ARTICLE XVI
Discrimination

Section 1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit, without discrimination as to age, sex, marital status, race, color, creed, national origin, handicapped or political affiliation. The Union and the employer agree that there shall be no discrimination.

Section 2. No order either present or future shall provide any one employee or unit within the bargaining agent with any special privileges, except as specifically provided in the contract.

Section 3. Complaints of discrimination shall be pursued through the appropriate judicial forum, either EEOC or Division of Civil Rights.

Section 4. The City and the union agree to encourage its employee's to utilize the services available through the City's Equal Employment Opportunity Advisory Committee.

ARTICLE XVII
Military Leave

Section 1. All employees shall be granted a leave of absence for field training in accordance with the following provisions:

A. An employee of the Union who is a member of the organized United States Air Force Reserve or the United States Marine Reserve or any other organization affiliated therewith, shall be entitled to leave of absence from his respective duty without loss of pay or time on all days on which he shall be engaged in field training, which period shall not exceed two (2) weeks in a calendar year. Such leave of absence shall be in addition to the regular annual vacation allowed to such employee.

B. A member called into any other extended service with the Armed Forces shall be placed upon leave without pay for the period of such service.

C. After two (2) years service, any member entering extended active military service with the Armed Forces on a voluntary basis during peace time, shall be granted thirty (30) days salary in the form of military leave with pay and the balance of the said extended military services shall be considered as military leave without pay.

Section 2. All employees shall be paid as aforesaid and their accumulated vacation, holiday or sick time shall not be forfeited.

Section 3. Any full time employee who is a member of the National Guard, Naval Militia, Air National Guard, or a Reserve Component of any of the Armed Forces of the United States and is required to engage in field training, shall be granted a military leave of absence. This paid leave of absence shall be in addition to his vacation, subject to the maximum time period as prescribed by law.

A. When an employee not on probation has been called to active duty, or inducted into military or naval forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service.

ARTICLE XVIII Suspension

Section 1. In the case of any criminal charges the City Administrator shall have the right to immediately suspend an employee with pay or without pay, at the discretion of the City Administrator. A hearing will be held within two (2) days.

Section 2. The local union shall be notified of all departmental charges prior to hearing on the same and the results of the subsequent hearing.

Section 3. In extreme cases, where deemed necessary, Section 1 may be waived.

ARTICLE XIX Service Records

Section 1. The City shall institute a central personnel file for all employees of the unit. Said file shall be located in the Finance Department and shall be designated as the official personnel file for employees. Each employee and/or the employee representatives shall be entitled to inspect such service records on any work day, provided proper notification and appointment time is given. This request shall not interfere with the normal working operations of the City.

Section 2. Service records shall include all records in the employee personnel file.

Section 3. As used in Section 1 of this Article, work day shall be defined as any week day which is not a holiday.

Section 4. Notwithstanding any other provision in this Article to the contrary, the City shall not be obligated to allow the examination of any more than three (3) service records in any one (1) day.

Section 5. A record of all accumulated time of each employee shall be given by the employer to each employee of his/her respective time the week of May 15th each year. Any disputes concerning time shall be settled between the City Administrator, the employee and the Union.

ARTICLE XX Absence and Sick Leave

Section 1. Except as specifically provided for in this Article, sick leave shall continue as presently in effect.

Section 2. Commencing with the first calendar month of the second year of employment, sick leave shall continue to be accumulated at the rate of fifteen (15) days per year, with a maximum accumulation of one hundred eighty (180) sick days. One hundred eighty (180) sick days is the maximum accumulation allowed.

Section 3. If an employee shall have reported for duty and shall be required to leave his or her duty for any of the reasons described for utilization of sick leave prior to the completion of the work shift, shall be charged sick leave on an hour for hour basis commencing with the hour of clock out.

Section 4. The City of Pleasantville has the right to have an employee examined by a physician of the City's choice, at the City's expense, whenever sick leave abuse is suspected.

Section 5. Sick leave may be utilized for maternity purposes consistent with the State of New Jersey's disability statutes.

Section 6. Leave of absence without pay shall continue as presently in effect.

Section 7. Any abuse or misuse of sick leave or leave of absence without pay will be grounds for disciplinary action, which may lead to termination of employment.

ARTICLE XXI Discipline

Section 1. Discipline shall be imposed for good and just cause according to law.

Section 2. Discipline may normally be imposed in the following manner:

- A. Oral warning;
- B. Written warning;
- C. Suspension without pay or fine;
- D. Termination.

Section 3. All disciplinary action may be appealed through the grievance procedure.

ARTICLE XXII
Wages and Longevity

Section 1. Employees covered under this Agreement shall receive the following increases on base pay.

- A. 1990 - 4%
- B. 1991 - 6%
- C. 1992 - 5%

Increases shall be effective January 1st of each year covered by this agreement.

Section 2. Employees hired before July 16, 1986, shall be entitled to the following longevity schedule:

YEARS OF SERVICE	PERCENT OF ANNUAL BASE SALARY
Upon comp of 5 years thru 10 years	2%
Upon comp of 10 years thru 15 years	4%
Upon comp of 15 years thru 20 years	6%
Upon comp of 20 years thru 25 years	8%
Upon comp of 25 years thru retirement	10%

Those employees hired after July 16, 1986, shall not be entitled to longevity.

Section 3. The salaries of all newly created positions which come under this Agreement shall be negotiated with the Union. Additionally, the City shall have the right and ability to negotiate entry level salaries for positions already included under this contract. Entry level salaries may be between eighty five percent (85%) of the salary for said position in the City's Salary Ordinance and the salary level stated on the City Salary Ordinance for that position. The entry level salaries shall progress to the salary level stated on the City's Salary Ordinance over a three year period, consistent with future negotiations.

ARTICLE XXIII
Anniversary - Seniority Dates

Section 1. For the purpose of salary computation any employee hired on or before July 30th will be given credit for the whole calendar year as his or her anniversary date for pay grade and will be effective as of January 1, of the year of hiring. Any employee hired after July 30th, anniversary date will be January 1, of the following year. January 1st will be the anniversary date for all employees.

Section 2. In all cases of overtime, demotions, layoffs, recall, and vacation schedules an employee with the greatest amount of seniority shall be given preference provided he or she has equal ability to perform the work involved in the job title.

ARTICLE XXIV
Extra Contractual

Section 1. The parties to this contract agree not to enter into any other agreements or contracts or negotiations thereof with any individual or groups of individuals which agreement or contract or negotiations thereof are outside the scope of this contract. The parties further agree that any such extra contractual agreement shall be null and void.

Section 2. The City shall notify the Union at least one (1) month in advance of any plans to grant an independent subcontract which effects the present levels of employment.

Section 3. The City agrees to sit and meet with the Union representatives to discuss any such independent contracting plans.

Section 4. In the event that the City grants an independent subcontract which effects the present levels of employment, those employees displaced shall be offered the opportunity for employment with the contractor.

Section 5. An employee who performs work in a higher paid classification than his own, shall be temporarily assigned and paid for such work after performing said work for five (5) consecutive days. An employee shall be paid at the rate of his own classification when performing work in a lower paid classification. This does not include instances of promotions or sick leave under five (5) consecutive days.

ARTICLE XXV
Traveling Expenses

Section 1. All employees traveling outside the City on official business, at the explicit direction of their superior, shall be paid for all reasonable expenses incurred in such travel and when such automobile is not provided, shall pay the employee twenty (20) cents per mile for such travel.

ARTICLE XXVI
Insurance, Health and Welfare

Section 1. The City shall continue to provide a comprehensive health benefit program currently in effect for the member and his family. This comprehensive health benefit program shall be placed with a Carrier of the City's choosing and is not subject to consultation with the Union, provided that the levels of coverage is consistent with what is presently in effect.

Section 2. The City shall continue to offer the local Health Maintenance Organization (HMO) as an alternative to the plan described in Section 1 herein. The cost of this alternative will continue to be provided by the City, provided that said cost does not exceed the cost of the plan described in Section 1 herein. If this cost does exceed that of Section 1, then the difference (cost of alternative minus cost of plan described in Section 1 equals difference) shall be borne by the employee.

Section 3. The City shall continue to provide the existing dental, prescription, and optical coverages as presently provided by Blue Cross and Blue Shield, the Delta Plan or their equivalent, for the member and the member's family.

Section 4. The City shall continue to maintain and provide all other insurance coverages presently in effect and agree to defend and satisfy any judgment which may be rendered against the employee for any action arising out of his employment with the City. This provision is limited to any official actions performed in the Course of duty.

Section 5. The employer agrees to provide the Union with an at large seat on The Safety Committee pursuant to Resolution No. 147-87, with all powers and responsibilities of a voting member. The Union shall designate The Safety Committee member, in writing, to the City Administrator upon execution of this contract.

ARTICLE XXVII
Severance Pay

Section 1. Upon severance for any reason other than retirement, employees shall receive all just compensation to which they are legally entitled. This provision is limited to earned unused vacation time and earned unused compensatory time which is on the books as of the date of severance, pursuant to the provisions of this contract.

ARTICLE XXVIII
Vacations

Section 1. Those employees hired prior to July 16, 1986, shall be entitled to the following annual vacation days with pay:

- A. First 5 years 12 working days
- B. 6 - 10 years 15 working days
- C. 11 - 15 years 18 working days
- D. 16 - 20 years 21 working days
- E. After 20 years 25 working days

Section 2. Those employees hired after July 16, 1986, shall be entitled to the following annual vacation days with pay:

- A. First 5 years 10 working days
- B. 6 - 10 years 12 working days
- C. 11 - 15 years 15 working days
- D. 16 - 20 years 18 working days
- E. 21 - retirement 20 working days

Section 3. Wherein any calendar year the vacation or any part thereof is not used, vacation period shall accumulate and shall be granted during the next succeeding year only, upon approval of the City Administrator.

Section 4. Current vacations shall be granted with the approval and discretion of the department head.

ARTICLE XXIX
Workers Compensation

Section 1. When an employee is injured on duty that employee shall receive the normal salary during the period of temporary disability, for a period of up to six (6) months. During this time frame the worker's compensation payments shall be turned over to the City.

ARTICLE XXX
Promotions

Section 1. The City will institute an in-service training program for promotional advancement.

Section 2. Training classes shall be scheduled upon a promotional vacancy. The number of sessions shall be at the sole discretion of the City.

Section 3. Training classes shall be held on Saturday, if possible, from 9:00 a.m. to 12:00 p.m.

Section 4. An instructor shall be provided by the City. Said instructor shall be chosen at the City's discretion and may be either an outside instructor, a City supervisor, or a City employee already in the promotional title.

Section 5. If Union personnel are used as instructors, that instructor shall be paid fifty dollars (\$50.00) per training session.

Section 6. The trainees shall not receive any payment or compensation for attending training sessions.

Section 7. At the completion of the training session, and upon the appointment to the promotional vacancy, the promotional appointment will be made as follows

- A. Immediate supervisor evaluation 25 points;
- B. Department Head evaluation 25 points;
- C. Training Score by instructor 40 points;
- D. Seniority 10 points.

The employee receiving the highest score (i.e. closest to the total worth of one hundred [100] points), shall receive the promotional appointment. The other employees remaining on the resulting list will be considered for future promotional vacancies in that title, for a period of two (2) years from the date of the list certification, without being subject to further testing.

Section 8. Nothing herein shall prevent the City from designating an acting position during the time of the vacancy. However, no weight shall be given as a result of an employee working in said acting position.

ARTICLE XXXI
Clothing Allowance

Section 1. Effective January 1, 1988, the City shall continue to provide work uniforms and uniform cleaning services for those employees currently receiving this benefit, at no cost to the employee.

Section 2. Police Department Dispatchers shall receive a \$250.00 annual uniform maintenance allowance.

ARTICLE XXXII
Fully Bargained Provisions

Section 1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. Neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 2. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

Section 3. The employer and the Union agree that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, union membership or union activity or lack thereof.

ARTICLE XXXIII
Separability and Savings

Section 1. If any provision of this agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law, or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be effected thereby and shall continue in full force and effect.

ARTICLE XXXIV
Period of Contract

Section 1. This contract shall cover the period from January 1, 1990 to midnight December 31, 1992.

Section 2. Articles and schedules contained herein shall be retroactive from January 1, 1990, except as specifically provided herein.

Section 3. Negotiations for renewal of this agreement or for the execution of a new agreement shall begin no later than October 1, 1992.

This agreement shall be in full force and effect as of January 1, 1990 and shall remain in effect to and including December 31, 1992 without any reopening date. This agreement shall continue in full force and effect from year to year thereafter, unless one party or other gives notice, in writing, at least ninety (90) days prior to the expiration date of this agreement of a desire to change, modify, or terminate this agreement. The Union shall submit a copy of its entire proposal to the City by October 1, 1992.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Pleasantville, Atlantic County, New Jersey on the _____ day of _____, 1990.

BY:

ATTEST:

Alice M. Foster
Alice M. Foster, City Clerk

George W. Dix
George W. Dix, Mayor

Andrew J. Salerno
Andrew J. Salerno, City Admin.

CYNTHIA J. PINCUS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 9, 1994

Cynthia J. Pincus
Notary Public of N.J.

Michael Hall
Michael Hall, Local 3103
Representative

Carmelita Floyd
Carmelita Floyd, Local 3103
Representative

Janet Dawson
Janet Dawson, Local 3103
Representative

Emanuel Murray
Emanuel Murray, AFSCME,
District Council #71

*

ADDENDUM

Entry Level Clerk Typist Salary 1990 - \$15,000.00

Assumed 1990 Salary for Recycling/Laborer - \$19,095.00

Carmen will go to principle, effective 1/1/90