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## **DEFINITIONS**

Cash overtime compensation means payment at a rate of one and one half times the hourly pro-ration 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, located in Cumberland County, New Jersey, hereinafter referred to as the "Employer", and the City of Millville Administration Unit, hereinafter referred to as the "Administrators", has as its purpose the harmonious relations between the Employer and the Administrators, 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 terms and conditions of employment

## **ARTICLE 2. RECOGNITION**

The Employer recognizes the Administrators as the designated representative for the purpose of collective negotiations, according to law for the City Employees on the attached list as Exhibit "A". It is understood however that the Employer reserves the right to determine which persons are administrators in charge of departments for the purpose of determining the management line of authority.

## **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, powers 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**

**Section 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.

**Section 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 Administrators.

### **B. DEFINITION**

**Section 1.** A grievance is a breach, misinterpretation or improper application of the terms of this Agreement; or

**Section 2.** A grievance is a claimed violation, misinterpretation, or misapplication of rules and 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 an Administrator 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 Administrator representative throughout the grievance procedure, if he or she is an employee of the Employer. No more than one

hour shall be utilized, during working hours, by a Shop Steward in preparing 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, by filing a signed written complaint with the department head within ten (10) working days of the occurrence complained of, or within ten (10) working days after the employee would reasonably be expected to know of its occurrence. Failure to act within said time frame shall be deemed to constitute an abandonment of the grievance. The department head shall render a written decision within ten (10) working days after receipt of the grievance. If a written decision is not rendered by the department head within ten (10) working days, the grievance shall be deemed denied and the employee may proceed to Step II.

##### **STEP II**

Should the employee disagree with the disposition of the grievance at Step I, the employee shall file a signed written complaint with the city clerk within ten (10) working days following the determination at Step I. The Commissioner in charge of the department shall render his or her written decision within ten (10) working days after the receipt of the complaint by the city clerk. If no written decision is rendered by the

Commissioner in charge of the department within that time frame the grievance shall be deemed denied and the employee may proceed to Step III.

### **STEP III**

Should the employee disagree with the disposition of the grievance at Step II, the employee shall file a signed written complaint with the city clerk within ten (10) working days following the determination at Step II to submit to the governing body the issues in dispute. The governing body shall conduct a hearing and review the disputed issues submitted by the employee. The employee and his or her representative shall have the right to appear before the governing body with or without witnesses to present their case. The city shall be represented by the city attorney. The governing body shall render a written decision within ten (10) working days after the hearing. In the event that no written decision is rendered by the governing body within ten (10) working days after the hearing, the grievance shall be deemed denied and the employee may proceed to Step IV.

### **STEP IV**

a. Should the employee disagree with the disposition of the grievance at Step III, the employee shall request in writing that the Administrators submit the grievance to arbitration. Said request shall be submitted to the Administrators with notice to the city clerk within ten (10) working days of the disposition of the grievance at Step III. If the Administrators determine that the grievance is meritorious, it shall submit the grievance to arbitration within fifteen (15) working days of receipt of the request by the employee.

b. Within ten (10) working days of the request by the Administrators to submit the grievance to arbitration, the city and the Administrators shall request a list of arbitrators from either the American Arbitration Association or the Public Employees Relations Commission if applicable. The parties shall be bound by the rules and procedures of the Association or Commission whichever has been selected.

c. The arbitrator's decision shall be made in writing and submitted to the city and Administrators. 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 Public Employment Relations Commission (PERC).

e. The cost of the services of the arbitrator including per diem expenses and travel expenses shall be borne equally by the city and the Administrators. The city shall provide the hearing room. Any other expenses incurred including the cost of a transcript shall be borne by the party incurring the expense.

f. If the arbitrator determines that either party has acted in bad faith, the cost of the arbitration may be assessed by the arbitrator against said party.

g. If an employee chooses to retain legal counsel, the Administrators shall not be responsible for the payment of legal fees or expenses incurred by legal counsel.

h. Rights of Administrators

**Section 1.** When an employee is not represented by the Administrators, the representative of the Administrators shall receive notice of the decision rendered at each level of the grievance procedure.

**Section 2.** The Administrators may continue a grievance through all applicable levels of this procedure, even though an employee does not wish to do so, if said grievance affects or has application to a group or class of employees within the unit.

**Section 3.** Any provisions contained in this Collective Bargaining Agreement including this Article shall not be interpreted as requiring the Administrators to submit a grievance to arbitration or to represent an employee in any proceedings instituted with the New Jersey Department of Personnel. The Administrators decision to process a 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 Administrators.

## **ARTICLE 5. SALARIES**

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

January 1, 2005	3.60%
January 1, 2006	3.60%
January 1, 2007	3.60%

## **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 his or her existing title from a class or title having a higher salary range, shall reach his or her maximum salary level within five (5) years of such promotion or re-classification.

## **ARTICLE 7. LONGEVITY**

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

	<b>2005</b>	<b>2006</b>	<b>2007</b>
5 Years	3.5%	3.5%	3.5%
10 Years	4.5%	4.5%	4.5%
15 Years	5.5%	5.5%	5.5%
20 Years	6.5%	6.5%	6.5%
25 Years	7.5%	7.5%	7.5%

## **ARTICLE 8. OVERTIME COMPENSATION**

Employees who work in excess of 40 hours in a workweek 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.

There is no requirement to pay overtime compensation for hours worked on a weekend, evening, holiday, or in excess of eight (8) hours per day. However, included in the computation of hours worked for the purpose of computing overtime compensation during the seven day work period shall be the number of hours actually worked plus holiday leave and vacation leave. No other paid leave shall be included in the computation of hours worked for the purpose of computing overtime compensation.

No employee shall accrue more than 240 hours of compensatory time. Any employee who has accrued 240 hours of compensatory time shall be paid in cash for additional overtime hours of work. An employee shall, upon termination of employment, be paid for the unused compensatory time.

The fire chief shall work forty (40) hours per week and his employment shall be based on a seven (7) day work period. His normal work week shall consist of eight (8) hours per day Monday through Friday. The fire chief shall not receive overtime compensation for hours worked responding to fire alarms and incident calls. Any hours worked by the fire chief as a result of responding to fire alarms and incident calls shall not be included in the computation of hours worked for the purpose of computing overtime compensation pursuant to this article.

Any hours worked in excess of forty (40) hours during the seven (7) day work period performing other duties as fire chief or fire official for the Millville Fire Department shall be included in the computation of hours worked for the purpose of computing overtime compensation pursuant to this article. However, all overtime compensation due shall be paid in the form of compensatory leave and not cash compensation, unless otherwise authorized by the governing body or required by the Fair Labor Standards Act. The fire chief who also serves as fire official shall not accrue more than 480 hours of compensatory leave.

## **ARTICLE 9. ADMINISTRATIVE LEAVE**

**Section 1.** 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 continuous 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.

**Section 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.

**Section 3.** Priority in granting such leave requests shall be:

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

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

## **ARTICLE 10. 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 11. HOLIDAY LEAVE

Each employee shall receive fifteen (15) 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 Day	Thanksgiving Friday
Memorial Day	Christmas Day
Independence Day	Day After Christmas
	Employee's Birthday

The employee birthday holiday shall be a floating holiday which may be taken any time during the calendar year. It cannot be carried over to the following year.

Twenty-four (24) hours advance notice is required. It must be taken as a whole day just like the other holidays are taken.

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 with the city. 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 12. INJURY LEAVE**

**Section 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 a maximum time of ninety (90) days. The examining physician designated by the Employer must certify to the disability and the injury or illness as required by state law.

**Section 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.

**Section 3.** During any period when the full salary or wages of an employee on injury leave is paid by the Employer, 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 13. SICK LEAVE**

**Section 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 in accordance with NJAC 4A:1.3(a) 1 and 2. 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.

**Section 2.** Any employee, upon retirement from service with the city, shall receive 50% of his or her accumulated sick time subject to a maximum payment of \$15,000.00.

**Section 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.

**Section 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 pursuant to this article shall be paid within thirty (30) days from the date of retirement or the termination of employment.

**Section 5.** On or about January 1<sup>st</sup> of each year, employees who did not take any sick leave during the previous calendar year, may, at their option, sell back to the City up to 40 accumulated sick leave hours at their rate of pay as of December 31<sup>st</sup> of the previous calendar year. Payment shall be made on or before January 31<sup>st</sup> of the current year.

**Section 6.** Instead of the foregoing, an employee may elect the following. On or about January 1<sup>st</sup> of each year, employees with more than 260 days accumulated sick leave on the books of the City, may, at their option, sell back to the City up to 40 accumulated sick leave hours at their rate of pay as of December 31<sup>st</sup> of the previous calendar year provided the accumulated sick leave does not fall below 260 days. Payment shall be made on or before January 31<sup>st</sup> of the current year.

**Section 7.** The City agrees to prepare a personnel policy to allow for the contribution of accumulated sick leave from one employee to another employee under guidelines similar to the Board of Education or the County of Cumberland.

**ARTICLE 14. VACATION LEAVE**

**Section 1.** Full time employees beginning employment after January 1st of their first calendar year of employment with the city shall earn one vacation day for each full month of employment. 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.

<b>LENGTH OF SERVICE</b>	<b>NUMBER OF DAYS</b>
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

**Section 2.** Requests for vacation leave must be approved by the department head 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. For employees with more than 21 years of service with the City, vacation leave not used in a calendar year because of business necessity shall be used during the next two succeeding calendar years only, and shall be scheduled to avoid loss of leave.

## **ARTICLE 15. HEALTH AND BENEFIT PROGRAM**

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 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 Administrators of any change.

Beginning January 1, 2005, increases in premiums for all medical and hospital insurance plans shall be shared (except for individual single person coverage) by the City and the employee on a 50/50 basis subject to a maximum contribution by each employee of \$50.00 per month. The base premium cost shall be the cost of the coverage for the calendar year 2004.

**Section 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 employees 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, an 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 of \$200.00 for individuals and \$400.00 for families.

B. Mandatory Second Surgical Opinion

C. Pre-Admission Review

D. Beginning January 1, 2005, the maximum payment by the Plan shall be \$5,000,000.00 for each Benefit Period per Eligible Person with a Lifetime Maximum Per Eligible Person of \$5,000,000.00.

E. The basic IDA self insured insurance plan shall include mammograms, pap smears, prostate examination, and needles and syringes for diabetics.

**Section 2. Prescription Plan.** All employees shall be covered by the Prescription Plan presently in force for all city employees. The Prescription Plan shall be a zero co-payment for generic prescription drugs and a \$10.00 co-payment for brand name prescription drugs.

**Section 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. The orthodontial payment is increased to \$2,000.00 per person in accordance with the dental plan.

**Section 4. Optical Plan.** The Employer shall provide the Spectera Vision Plan Program for the employee and his or her eligible dependents. The Employer reserves the right to substitute an optical plan with comparable or greater benefits.

**Section 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 the following health benefit package: medical and hospital insurance, prescription plan, dental insurance coverage and optical insurance coverage. These health benefits shall be provided at the expense of the employer subject to the following terms and conditions:

A. Maximum of thirteen (13) years.

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

C. When the retired Employee becomes eligible for Medicare benefits, those benefits shall become the 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.

**Section 6. Retirement Benefits After Twenty Years of Service with the City.**

Upon the Employee's retirement, after he or she has had twenty (20) years of service with the City, said Employee and spouse shall be entitled to the following health benefit package: medical and hospital insurance, prescription plan, dental insurance coverage and optical insurance coverage. These health benefits shall be provided at the expense of the employer subject to the following terms and conditions:

A. Maximum of nine (9) years.

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

C. When the retired Employee becomes eligible for Medicare benefits, those benefits shall become the 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 coverage 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.

**Section 7. 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 the following health benefit package: medical and hospital insurance, prescription plan, dental insurance coverage and optical insurance coverage. These health benefits shall be 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, prescription plan, dental plan and optical 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.

**Section 8. Payment in Lieu of Benefits.** The Employer shall provide an annual cash incentive of \$1,000.00 for single coverage and \$3,750.00 for family coverage in lieu of benefits to employees who voluntarily decline health insurance coverage. The Employee may re-enter the health insurance plan for the next calendar year subject to the insurance restriction requirements of the insurance company.

**Section 9. 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 disability insurance premium.

## **ARTICLE 16. 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 shall complete the appropriate section of the college credit form attached in duplicate, and submit it to his or 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 17. PROMOTION PAY RAISE**

An Employee who receives a certification of permanent civil service promotion shall receive a minimum annual pay raise of \$1,000.00, provided there had not been a pay raise of at least \$1,000.00 upon provisional appointment.

## **ARTICLE 18. PRORATION OF BENEFITS**

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

**Section 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, annual clothing allowance 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.

**Section 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, annual clothing allowance 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.

**Section 3. Suspension 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.

**Section 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 19. REST PERIOD**

**Section 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.

**Section 2.** Each department head shall schedule the work shift so as to provide a fifteen (15) minute rest period during the first half of each shift and a fifteen (15) minute rest period during the second half of each shift. The department head shall schedule the rest periods in a manner least likely to interfere with the work of the department.

## **ARTICLE 20. BULLETIN BOARD**

Bulletin board space shall be made available by the Employer at permanent work locations for use of the Administrators for the purpose of posting Administrators announcements and other information of a non-controversial nature. The city maintains the right to review and approve all material posted on the bulletin boards.

## **ARTICLE 21. VOTING**

The Employer agrees to permit voting for ratification of any collective bargaining agreement during working hours at such time as may least interfere with normal work operations.

## **ARTICLE 22. RETENTION OF EXISTING BENEFITS**

**Section 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.

**Section 2.** Upon request, the Employer shall supply a copy of this Agreement to each Employee covered by this Agreement.

## **ARTICLE 23. 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 24. DISCRIMINATION OR COERCION**

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

No reprisals of any kind shall be taken by the Employer or any agent of the Employer against any party in interest, representative, or member of the Administrators, or for participation in the grievance procedure.

#### **ARTICLE 25. WORK ENVIRONMENT**

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

#### **ARTICLE 26. DURATION**

This agreement shall be effective as of the first day of January 2005 and shall remain in full force and effect until the 31st day of December 2007. This agreement shall remain in full force and effective during any future period of negotiations. It is agreed by both parties that collective bargaining negotiations for a new agreement shall start no later than October 1, 2007.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this

\_\_\_\_\_ day of \_\_\_\_\_, 2006.

CITY OF MILLVILLE

\_\_\_\_\_  
James F. Quinn, Mayor

ATTEST:

\_\_\_\_\_  
Lewis N. Thompson, City Clerk

CITY OF MILLVILLE  
ADMINISTRATIVE UNIT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_