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A G R E E M E N T

Millville, City of
BETWEEN
THE CITY OF MILLVILLE, CUMBERLAND
COUNTY, NEW JERSEY

AND

NEW JERSEY CIVIL SERVICE ASSOCIATION
CUMBERLAND COUNCIL #18

JANUARY 1, 1987 - DECEMBER 31, 1989

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PREAMBLE

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.

ARTICLE I

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 titles, 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 II.

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 of 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.

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.

a. An aggrieved employee shall institute action under the provisions hereof in writing, signed and delivered to the Supervisor within five (5) working days of the occurrence complained of, or within five (5) working days after he would reasonably be expected to know of its occurrence. Failure to act within said five (5) 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 five (5) 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 five (5) working days, submit to 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 III.

Bulletin Boards

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.

ARTICLE IV.

Vacancies

All vacancies, including newly created positions, or those vacated due to promotions or resignations, are to be posted within seven (7) 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 seven (7) working days of the date of the announcement.

ARTICLE V.

Personal Leave

1. Personal Leave - All full-time employees covered by this Agreement upon completion of a ninety (90) day work period will earn one-quarter ($\frac{1}{4}$) day per month for the balance of the calendar year. As of January 1st the following year the above employee shall be entitled to four (4) personal days. The employees must notify his/her supervisor at least twenty-four (24) hours in advance except in an extreme emergency.

2. Personal Leave shall not be cumulative and any such leave credit remaining unused by an employee at the end of any calendar year or upon separation shall be cancelled. Unlike

other leaves, when an employee separates, there shall be no reduction or repayment of funds for days already used in the calendar year of separation.

3. Priority in granting such request shall be:

- (a) Emergencies.
- (b) Observation of religious or other days of celebration, but not public holidays.
- (c) Personal business.
- (d) Employee's birthday.
- (e) Other personal affairs.

4. Personal Leave may be taken in conjunction with other types of paid leaves.

5. All employees shall receive three (3) days off in the event of a death in the employee's immediate family. Immediate family is defined as: spouse, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, step-brother, sister and step-sister. In the event of the death of an employee's grandparent, brother-in-law or sister-in-law, one (1) day off shall be given. These days shall be non-cumulative and shall be in addition to other days off under this Article.

ARTICLE VI.

CIVIL SERVICE

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 VII.

College Credits

A total of nine (9) college credits 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 VIII.

Insurance

1. Employer will provide at no cost to the employee in this unit a medical and hospitalization plan. The plan shall be New Jersey Blue Cross and Blue Shield Pace Coverage (PACE) Major Medical and Rider J (\$400.00) for the employee and his/her eligible dependents.

2. The Employer will provide a prescription drug benefit program for all employees covered in this unit and their eligible dependents at the rate of 100% of the cost of this prescription drug program.

Each prescription required by competent medical authority for Federal legend drugs shall be subject to a deductible provision which shall not exceed \$1.00 per prescription or renewal of such prescription and further subject to specific procedural and administrative rules and regulations which are part of the program. Each employee shall be provided with an authorization and identification card.

3. The Employer shall provide dental insurance under the Pacific Mutual Insurance Company Dental Insurance Program for all members of the bargaining unit and their dependents, subject to the terms and conditions of Pacific Mutual Insurance Company group policy No. GK-19170.

The Pacific Mutual Insurance Company Dental Program will be supplemented by adding thereto, at the expense of the Employer, an Addendum to provide coverage for orthodontial care for employees and their eligible dependents.

4. Employer shall continue a retired employee's hospitalization coverage as subscribed to at the time of the retirement, at the expense of the Employer, for a period of five (5) years from the effective date of retirement.

5. The parties acknowledge that the Employees may submit a group disability insurance plan to be funded by the Employees (100%) through a payroll deduction. The Employer's responsibility will be limited to being the subscriber of the plan. Selection of the carrier shall be subject to Employer approval.

ARTICLE IX.

Hours of Work - 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 each shift and a fifteen (15) minutes rest period during the second half of each shift. The department head shall schedule said rest periods in a manner least likely to interfere with the work of the department.

ARTICLE X.

Overtime

1. Time and one-half will be paid or compensatory time

allowed at time and one-half for all employees represented by the Council for hours worked over forty (40) hours per week. Included in the computation of hours worked shall be hours which the employee has off by reason of his properly taking a personal day, a sick day, a holiday, or a vacation day. Also, included in the computation of hours worked shall be hours actually worked on a holiday. In addition to the holiday credit described immediately above, time and one-half will be paid or compensatory time allowed at time and one-half to all employees for hours actually worked on a holiday.

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

3. Any full-time employee temporarily assigned to the higher classification of foreman shall receive four (4) hours overtime pay each day after the completion of the tenth consecutive working day.

4. 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.

5. Employees called in to work shall receive a minimum two (2) hour call in time payable at time and one-half (salary or compensatory time at Employer's discretion) regardless of whether the Employee is a thirty-five (35) hour or a forty (40) hour week Employee.

ARTICLE XI.

Salary Job Guide

1. Any employee employed by the City of Millville prior to and including December 31, 1974, 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/her old title from one class or title to another having a higher salary range shall reach his/her maximum salary level for his/her new class or title within three (3) years of such promotion or re-classification.

2. Any employee employed by the City of Millville on or after January 1, 1975, shall reach his/her maximum salary level for his/her respective job titles within six (6) years of his/her starting date.

3. Any employee employed by the City of Millville on or after January 1, 1975, who received a promotion or re-classification before January 1, 1986, so as to assume additional responsibilities or duties, or in recognition of the performance of duties beyond those required by his/her old title from one class or title to another having a higher salary range shall reach his/her maximum salary level for his/her new class or title within six (6) years of such promotion or re-classification.

4. Any employee employed by the City of Millville on or after January 1, 1975, who receives a promotion or re-classification after January 1, 1986, shall reach his/her maximum salary level for his/her new class or title within five (5) years of such promotion or re-classification.

5. Any employee employed by the City of Millville on or after January 1, 1986 shall reach his/her maximum salary level from his/her class or title within five (5) years of his/her starting date.

ARTICLE XII.

Payroll Deduction of Dues and Fees

A. Council Dues.

1. Pursuant to and in accordance with all applicable provisions of 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 Employer agrees to deduct from the regular pay of employees included in this Bargaining Unit the membership dues for the Council provided a dues deduction card, supplied by the Council in conformity with statutory requirements and signed by the employee, is submitted to the Employer. It is further agreed that the Employer shall remit such deductions to the Council prior to the tenth (10th) day of the month following any month during which such deductions have been made by the Employer.

2. The Council shall certify to the Employer the amount of said membership dues to be so deducted and, if there shall be any change in the rate of membership dues during the term of

this Agreement, the Council shall furnish to the Employer written notice of same thirty (30) days prior to the effective date of such change.

3. The request by any employee to terminate the deduction of Council dues from his or her regular pay must be in writing and tendered to the appropriate authorized representatives of the Employer and the Council. Said termination shall be effective as of January 1, next succeeding the date on which the employee has complied with the provisions of this paragraph.

4. Any employee on a leave of absence without pay or on suspension, who has previously signed an authorization for membership dues deduction and has not timely withdrawn said authorization, shall have dues deducted from his or her regular pay in the following full pay period upon return to active employment.

5. The Council hereby indemnifies, saves and holds the Employer harmless against any and all claims, demands, causes of action or other forms of liability arising from or relating to any action taken by the Employer in reliance upon the membership dues deduction authorization submitted by the Council herein.

B. Representation Fee.

1. The purpose of this paragraph is to provide for payment of representation fees as set forth in the New Jersey

Employer-Employees Relations Act, Chapter 477 of the Laws of 1979 (N.J.S.A 34:13A-1 et seq.), as amended, and any provisions herein which may be inconsistent with said Law shall be deemed to be modified to conform with the then existing statutory requirements and/or the rules and regulations promulgated thereunder.

2. If an employee in the Bargaining Unit is not a member of the Council during the term of this Agreement and during the period, if any, between successive Agreements, such employee shall be required to pay a representation fee to the Council during such term or period. The purpose of the representation fee is to provide payment to the Council in lieu of dues for services rendered by the Council which benefit all employees of the Bargaining Unit and thereby offset the costs of services rendered by the Council as majority representative. In order to adequately offset the costs of services rendered by the Council, the representation fee shall be eighty-five (85%) percent of the amount of the regular membership dues, initiation fees and assessments charged by the Council to its own members. The foregoing percentage is set forth solely because same is the maximum presently permitted by Law. In the event that the amount of said representation fee is modified by the Legislature, the amount of the representation fee herein will

automatically be modified to the maximum then allowed by the Legislature.

3. The Employer shall submit a current list of all employees in the Bargaining Unit to the Council on a monthly basis. The Council shall submit to the Employer a list of those employees in the Bargaining Unit who have not chosen to be members of the Council. The Employer shall deduct from the salary of such employees in accordance with sub-paragraph (4), below, the full amount of the representation fee and shall transmit same promptly to the Council. The Council shall notify the Employer in writing of any change in the list and/or the amount of the representation fee.

4. The Employer shall deduct the representation fee in equal installments, as nearly as possible, from the regular pay of each employee on the aforesaid list during the membership period fixed by the Council. The deduction will begin with the first regular pay of the employee not less than ten (10) days after the receipt of the aforesaid list by the Employer or thirty (30) days after the employee has commenced employment. If an employee previously served in a Bargaining Unit position and continued in the employ of the Employer in a Non-Bargaining Unit position or was on layoff or suspension, said deduction will commence with the first regular pay not less than ten (10) days after the resumption of the employee's employment in a

Bargaining Unit position. Except as otherwise provided herein, the mechanics for the deduction of representation fees and the transmission of such fees to the Council will, as nearly as possible, be identical to those used for the deduction and transmission of regular membership dues paid to the Council by payroll deduction as set forth in paragraph (A), above.

5. Pursuant to the following provisions, any employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the Council a return of any portion of that fee representing the employee's additional pro-rata share of expenditures by the Council that are either in aid of activities or causes of a partisan, political or ideological nature and only incidentally related to the terms and conditions of employment or applied toward the costs of any other benefits available only to members of the Council. The pro-rata share subject to refund shall not reflect the costs of support of lobbying activities designed to foster policy goals in collective bargaining negotiations and contract administration or to secure for the employees represented advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the Employer.

a. An employee who claims that he or she is entitled to a return of a part or all of the representation fee

on the grounds set forth above or otherwise, shall make such a claim in writing to the Council. The written claim shall set forth to the fullest extent possible the facts underlying said claim. All such claims by an employee are waived if not presented to the Council within ninety (90) days of the commencement of the payment of the representation fee.

b. Within sixty (60) days after receipt of the written claim of an employee as set forth above, the Council shall investigate the claim and prepare and submit to the employee a written response to the claim.

c. If an employee is dissatisfied with the response of the Council, or if the Council fails to respond within the aforesaid sixty (60) days, the employee may appeal to the "Demand and Return" Committee of the Council for a hearing regarding the claim. Such appeal must be submitted to the Committee no later than thirty (30) days after receipt of the response of the Council or no later than ninety (90) days after the initial claim is made if there has been no response by the Council. Any appeal which is not made in a timely fashion shall be deemed waived by the employee. The appeal shall be in writing and shall set forth to the fullest extent possible the facts underlying said appeal.

d. Within sixty (60) days after receipt of the foregoing appeal, the "Demand and Return" Committee shall afford

to the employee and the Council a full and fair proceeding with regard to the claim of the employee. Such claim must be based upon the criteria set forth in sub-paragraph (5) herein. The burden of proof shall be on the Council at such proceeding. The Committee shall render its decision within twenty (20) days after the close of said proceedings.

e. If the employee is dissatisfied with the determination of said Committee, he may appeal the matter to the Appeal Board established for this purpose pursuant to the New Jersey Public Employer-Employees Relations Act, Chapter 477 of the Laws of 1979 (N.J.S.A. 34:13A-1 et seq.), as amended, in accordance with procedures established by the Public Employees Relations Commission.

f. The purpose of the within procedure is to provide for a "demand and return" system through full and fair proceedings placing the burden of proof on the majority representative pursuant to the applicable statutory requirements and any amendments thereto. This procedure is to be liberally construed to be consistent with the statutory requirements and any rules and regulations promulgated thereunder.

6. All notices referred to in the foregoing provisions relating to the representation fee shall be deemed given when mailed to the appropriate party at his, her or its last known mailing address.

ARTICLE XIII

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 times as may least interfere with normal work operations.

ARTICLE XIV

Sick Leave

1. Effective January 1, 1988. Upon retirement from service to the City of Millville (Employer), the employee shall receive sixty per cent (60%) of his accumulated sick time, said payment not to exceed \$8,000.00.

2. 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 to the City of Millville.

3. Accumulated sick leave as aforesaid shall be computed at the rate in effect at the time of the retirement of the employee. "Retirement" shall be defined pursuant to the laws of the New Jersey governing the Public Employee's

Retirement System of New Jersey and shall include service or veteran retirement, disability retirement or early retirement but shall not include deferred retirement. All benefits payable by this Article shall be paid within thirty (30) days from the date of retirement/death.

ARTICLE XV

Longevity

Longevity pay will be given to all employees in the unit as indicated below:

	<u>1987</u>	<u>1988</u>	<u>1989</u>
5 years	2.00%	2.25%	2.50%
10 years	3.00%	3.25%	3.50%
15 years	4.50%	4.50%	4.50%
20 years	5.00%	5.25%	5.50%
25 years	6.00%	6.25%	6.50%

ARTICLE XVI

Vacation

Annual vacation leave with pay shall be earned at the rate of one working day of vacation for each month of service during the remainder of the calendar year following the date of employment; thereafter the following schedule shall control:

Beginning Year	1 to completion of year	6 = 12 days
Beginning Year	7 to completion of year	13 = 15 days
Beginning Year	14 to completion of year	19 = 20 days
Beginning Year	20 to completion of year	24 = 25 days
Beginning Year	25 to retirement	= 30 days

ARTICLE XVII.

Holidays

1. All paid holidays will be awarded to employees in this unit including:

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

2. The Friday after Thanksgiving will be known as a "day off" for all employees in the unit. Any employee in the unit who has to work during the day off will be awarded another day off agreeable to the employee and his supervisor in lieu of the Friday in question during the same year earned.

ARTICLE XVIII

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 names of such delegates by Council at a reasonable time before such convention or meeting.

ARTICLE XIX.

Uniform Maintenance

Any employee in the Department of Public Safety required to wear a uniform shall receive a uniform maintenance allowance of \$125.00 per year payable on July 1st.

ARTICLE XX.

Worker's Compensation

In the event an employee is incapacitated and unable to work as a result of any compensable occupational injury or disease as evidenced by competent written medical opinion, said employee shall be granted a sick/injury leave with full pay for

a period of ninety (90) days, or so much thereof as may be required, but not longer than the period of which Worker's Compensation payments are allowed. This leave is in addition to any other annual or accumulated leave. As long as the employee remains a City employee, the Employer shall continue to pay all benefit insurances and the Employer's share of pension contributions.

Whenever the City requires further medical verification of a compensable injury subject to this Article, the Employee shall submit to medical examination by a City approved or designated physician.

During any period in which the full salary or wages of any employee on disability leave is paid by the City, any compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the City of Millville by the insurance carrier or the employee.

ARTICLE XXI.

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 XXII.

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:

(a) 2nd shift - 18¢/hr.

(b) 3rd shift - 24¢/hr.

shall be paid to the below named titled:

1. Senior Sewage Plant Operator.
2. Sewage Plant Operator.
3. Pumping Station 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 will consult with Council

at least thirty (30) days prior to initiation of such position in order to discuss the shift differential payments.

ARTICLE XXIII.

Salary

1. Effective January 1, 1988, each employee will receive a wage increase equal to 6.25% of his current base wage.

2. Effective January 1, 1989, each employee will receive a wage increase equal to 6.25% of his current base wage.

3. The maximum salary level of police dispatchers shall be increased by \$1,500.00 effective January 1, 1988, and by \$1,500.00 effective January 1, 1989 in addition to other salary provided herein.

ARTICLE XXIV.

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 XXV.

Saving Clause

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

ARTICLE XXVI.

Equal Treatment; Reprisals

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 XXVII.

Duration

This Agreement shall be effective as of the first day of

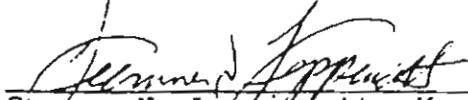
January 1, 1987 and shall remain in full force and effect until the 31st day of December, 1989.

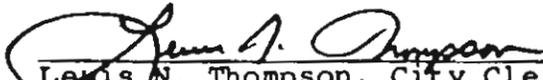
This Agreement shall remain in full force and effective during any future period of negotiations.

It is agreed by both parties that collective negotiation for a new Agreement shall start no later than October 1, 1989.

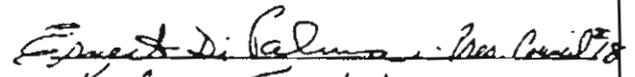
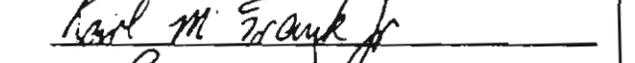
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 6th day of June, 1988.

CITY OF MILLVILLE

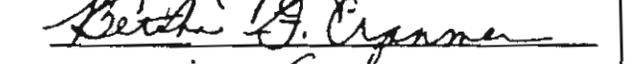
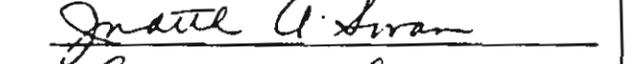
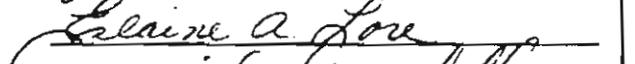
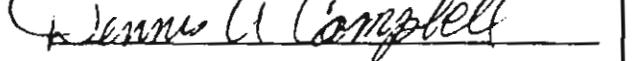

Sumner N. Lippincott, Mayor


Lewis N. Thompson, City Clerk

THE NEW JERSEY CIVIL SERVICE
ASSOCIATION - CUMBERLAND
COUNCIL #18


Ernest Di Palma, Pres. Council #18

Karl M. Frank Jr

Leon Williams

Paul A. Stewart

Bertha B. Cranner

Gerald A. Swan

Elaine A. Love

Dennis A. Campbell