

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF PLEASANTVILLE

AND

GOVERNMENT WORKERS  
UNION, LOCAL 710

---

JANUARY 1, 2017 TO DECEMBER 31, 2020

---

|                   |
|-------------------|
| TABLE OF CONTENTS |
|-------------------|

|                                                                    |            |
|--------------------------------------------------------------------|------------|
| ARTICLE 1 RECOGNITION                                              | 2          |
| ARTICLE 11 MANAGEMENT RIGHTS                                       | 2, 3       |
| ARTICLE 111 UNION REPRESENTATION- PERMANENT PART<br>TIME EMPLOYEES | 3          |
| ARTICLE 1V DUES AND REPRESENTATION                                 | 3, 4       |
| ARTICLE V PAY PERIOD                                               | 4          |
| ARTICLE VI WORK WEEK                                               | 4, 5       |
| ARTICLE V11 OVERTIME                                               | 5, 6       |
| ARTICLE VIII CALL-IN TIME                                          | 6, 7       |
| ARTICLE 1X WAGES AND LONGEVITY                                     | 7, 8, 9    |
| ARTICLE X ANNIVERSARY/SENIORITY DATES                              | 9          |
| ARTICLE X1 HOLIDAYS                                                | 9, 10      |
| ARTICLE X11 VACATIONS                                              | 10         |
| ARTICLE X111 SICK LEAVE                                            | 11, 12, 13 |
| ARTICLE X1V LEAVE OF ABSENCE                                       | 13         |
| ARTICLE XV BEREAVEMENT LEAVE                                       | 13, 14     |
| ARTICLE XV1 MILITARY LEAVE                                         | 14         |
| ARTICLE XV11 GRIEVANCE PROCEDURES                                  | 14, 15     |
| ARTICLE XV111 DISCIPLINE                                           | 16         |
| ARTICLE X1X INSURANCE, HEALTH AND WELFARE                          | 16, 17     |
| ARTICLE XX WORKERS' COMPENSATION                                   | 17         |
| ARTICLE XX1 RETIREMENT                                             | 17, 18     |
| ARTICLE XX11 PERSONNEL RECORDS                                     | 18         |
| ARTICLE XX111 DISCRIMINATION                                       | 18, 19     |
| ARTICLE XX1V CLOTHING ALLOWANCE                                    | 19         |
| ARTICLE XXV TRAVELING EXPENSES                                     | 20         |
| ARTICLE XXV1 BULLETIN BOARD                                        | 20         |
| ARTICLE XXV11 EXTRA CONTRACTUAL                                    | 21         |
| ARTICLE XXV111 FULLY BARGAINED PROVISIONS                          | 21         |
| ARTICLE XXIX SEVERABILITY AND SAVINGS                              | 21         |
| ARTICLE XXX PERIOD OF CONTRACT                                     | 21         |

## ARTICLE 1- RECOGNITION

SECTION 1. The City of Pleasantville, a Municipal Corporation, in the County of Atlantic, State of New Jersey (hereinafter the "Employer") hereby recognizes the Government Workers Union, Local 710, (hereinafter the "Union") as the sole bargaining agent for the employees in the blue and white collar unit.

SECTION 2. This Agreement is entered into by the Union and the Employer to promote harmonious relationships between the Employer and the members of the Union, and to establish procedures for the equitable resolution of differences and to establish rates of pay, hours of work and other conditions of employment.

SECTION 3. The Employer and the Union agree to have quarterly meetings to discuss issues that impact upon the terms and conditions of this contract. Either party may upon three (3) days of notice to the other party, request a special meeting. Such requests shall include a notice of the items to be discussed at such meeting.

SECTION 4. 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 disrupt the operations of the Employer.

## ARTICLE 11- MANAGEMENT RIGHTS

SECTION 1. The parties hereby recognize that the Employer reserves all powers, right and authority vested in the Employer through the laws of the State of New Jersey and the laws of the United States, including but not limited to the following;

- To execute management and administrative control over the City government and City of Pleasantville, its properties, facilities, and the activities of its employees;
- To determine the qualifications of all employees and the conditions for continued employment of such employees, including the assignments, transfer or promotion of such employees; and
- To suspend, demote, discharge, or take other disciplinary action in regard to such employees for good cause.

SECTION 2. The exercise of the powers, rights and authority of the Employer shall be limited only by the specific and express terms of this Agreement.

## ARTICLE 111- UNION REPRESENTATION

SECTION 1. During future negotiations of agreements between the Union and the Employer, the Union shall be permitted to have three (3) representatives excused from normal duties without loss of pay for purposes of participating in such negotiations. A total of three (3) Union representatives shall be excused from normal duties for purposes of participating in grievances and disputes.

SECTION 2. The Employer shall furnish to the Union copies of all disciplinary charges, layoffs, recalls, promotions, demotions and any other change in the condition of employment for all employees covered by this Agreement.

SECTION 3. The Employer agrees to allow one (1) or more Union Representatives a combined total of ten (10) days for Union business and three (3) additional days at the discretion and approval of the City Administrator. The Union will supply to the Employer copies of the itinerary and meeting agenda for the conference.

SECTION 4. The Employer will provide temporary office space to the Union for the investigation of grievances, the holding of meetings and the orientation of new employees.

SECTION 5. The Union will notify the City Administrator in writing of any names of the authorized representatives of the Union. No persons other than those authorized by the Union shall be permitted to speak on behalf of the employees of the Union.

SECTION 6. During the course of the negotiation of this Agreement, the Employer had provided job descriptions for the various employment positions covered by this Agreement.

SECTION 7. All permanent part time employees that work fifteen (15) hours to twenty-nine (29) hours per week, shall be considered permanent part time employees and members of this Union. Said employees shall receive pro-rated sick time, vacation time, and fourteen (14) holidays as defines in this agreement.

#### ARTICLE 1V- DUES AND REPRESENTATION

SECTION 1. The Employer agrees to deduct dues upon receipt or written authorization by the employee, and once a month will submit the money collected for this purpose to the Government Workers Union. The collection of the dues shall commence for each employee the month following the receipt of the properly dated and executed authorization card supplied by the Union. This process will remain in effect until otherwise notified in writing from the City that a GWU employee is no longer in the collective bargaining unit. Part time member dues rates will be ½ of full time rate.

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, shall 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, as certified to the Employer by the Union.

SECTION 3. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular membership dues. 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 V- 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. If in any given year there exists a twenty-seventh (27<sup>th</sup>) pay, employees shall be paid one twenty-seventh (1/27<sup>th</sup>) of their annual wage every two (2) weeks.

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

#### ARTICLE V1- WORK WEEK

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

SECTION 2. The regularly scheduled work week for the following departments shall be as follows:

- A. Department of Public Works: Monday through Friday, 7:00 AM to 3:30 PM with forty (40) minutes for lunch.

Public Works Clerk: 7:00 AM to 3:00 PM with one (1) hour for lunch.

Public Works employees shall forego their ten (10) minute afternoon break, and, said ten (10) minute break time shall be added to their lunch break.

- B. Department of Water Pollution Control: Monday through Friday, 7:00 AM to 3:30 PM with forty (40) minutes for lunch; and 3:30 PM to midnight, with a one (1) hour paid lunch for each night worked.

Water Pollution Control Principal Clerk: 8:30 Am to 4:30 PM with one (1) hour for lunch.

Code Enforcement Office: Monday through Friday, 8:00 AM to 4:00 PM or 8:30 Am to 4:30 PM with one (1) hour for lunch.

Tax Collector's Office, City Clerk's Office, Tax Assessment Office, and Office of the Chief Financial Officer: Monday through Friday, 8:30 AM to 4:30 PM, or 9:00 AM to 5:00 PM, with one (1) hour for lunch.

SECTION 3. All employees must punch in at 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. All employees covered under this Agreement shall be given two (2) ten (10) minute break periods during the regularly scheduled work day. One (1) in the morning and one (1) in the afternoon. Those employees working as Police Dispatchers shall be given two (2) ten (10) minute break periods during the regular workday to be scheduled at the discretion of the Commanding Officer on duty during the respective shift. All units having a forty (40) minute lunch break will get one (1) ten (10) minute break in the morning.

## ARTICLE V11- OVERTIME

SECTION 1. Overtime is defined as all time worked beyond the regularly scheduled work week. The Employer 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 Employer shall abide by seniority and job classification in all cases of overtime in occupations in which overtime occurs.

SECTION 2. Overtime shall be compensated at the rate of time and one-half times the employer's regular rate of pay. Those employees that work thirty-five (35) hours per week shall receive time and one-half for all hours worked in excess of thirty-five (35) hours per week.

SECTION 3. All hours worked on a Sunday or any holiday included in ARTICLE X1, shall be paid at a rate of two (2) times the employee's regular rate of pay, exclusive of

holiday pay up to and including all hours worked. If Sunday is a regular scheduled workday for a particle unit, this Section shall not apply.

SECTION 4. Overtime funding shall be budgeted at a level consistent with historical levels. Overtime funding shall be budgeted in the departmental overtime accounts and should be equitably distributed between departments based upon the functions performed. If the overtime budget fund is exhausted, the Employer may effectuate appropriate budgetary transfers. Employees requesting the use of earned compensatory time shall submit a request in writing at least five (5) days in advance of the requested date for the use of the compensatory time. In the event that a request for the utilization of compensatory time at the end of a year, the Employer may either provide cash payment in an amount equal to the value of compensatory time, or permit the employee to carry accrued compensatory time from year to year.

SECTION 5. Full time employees shall have first bid at overtime opportunities before part-time employees.

SECTION 6. In the event of a State of Emergency any unit designated to be on stand-by shall receive three (3) hours of compensation time at employees current rate of pay.

#### ARTICLE V111- 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 a half (1 ½) 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 employee's scheduled work shift has commenced.

SECTION 2. The Employer shall assign on a fair and equal basis Water Pollution Control Employee who shall be designed to be on call for a given week. The employee on call shall be granted one (1) compensatory day for each on-call week to which the employee is assigned. In addition, the employee shall receive compensation for actual call-in time worked in accordance with this Article. Employees may request the use of earned compensatory time in accordance with the provisions relating to compensatory time contained in this Agreement.

SECTION 3. The Employer 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. These employees shall receive the

compensation provided for in this Article for employees who are assigned on-call status for a given week.

SECTION 4. Employees who are assigned on-call status in a given week shall commence call-in time with a two and one-half (2 ½) hour guarantee. This two and one-half (2 ½) hour guarantee shall apply for the first call-in on each eight (8) hour shift. Thereafter, the employee shall be compensated for actual time worked at the appropriate overtime rate for the remainder of the given shift.

SECTION 5. Upon being personally notified, all employees shall report to work within thirty (30) minutes. If the on-call employee is not available, said employee shall be subject to disciplinary action. The thirty (30) minute reporting time is intended to mean that the employee shall report as soon as possible, but not to exceed thirty (30) minutes.

SECTION 6. In a Department where the Employer has designated an employee to be on call for a given week, and when that employee is not available for call-in, the Employer may contact another employee in the department. The first employee reached who accepts the call-in time will be compensated in accordance with Section 1 of this Article. The minimum guarantee contained in this Article for employees who are on call, shall not be applied in this case. If the employee responding does not obtain the minimum guarantee of two and one-half (2 ½) hours, that employee will be given one compensatory day which will be deducted from the compensatory days due to the on-call employee who was not available.

## ARTICLE 1X- WAGES AND LONGEVITY

All Local 710 members shall receive a zero percent (0%) increase effective January 1, 2017. Effective January 1, 2018 all Local 710 members shall receive a three percent (3%) increase. Effective January 1, 2019 all Local 710 members shall receive a three percent (3%) increase. Effective January 1, 2020 all Local 710 members shall receive a one and one-half percent (1 ½ %) increase.

There shall be a shift differential of one dollar (\$1.00) for the 3:00 PM to 11:00 PM and 11:00 PM to 7:00 AM shift in the dispatch unit only during the life of this Agreement.

The City shall budget two thousand dollars (\$2,000.00) annually for training for the dispatchers.

The City will increase the base rate of pay for all full-time dispatchers by one thousand dollars (\$1,000.00) effective January 1, 2017.

The City will increase the base rate of pay for all Pump Station OP/Sewer repairer 1 by one thousand dollars (\$1,000.00) effective January 1, 2017.

The City will increase the new hourly rate for the title of Laborer from ten dollars (\$10) to thirteen dollars (\$13) an hour effective January 1, 2017.

The City will correct the title of Clerk 2 to Bilingual (Police Department) and increase base salary by \$500.00 effective January 1, 2017.

The City will correct the title of Telecommunicator to Telecommunicator Bilingual and increase salary by \$500.00 effective January 1, 2017.

The City will correct the title of Clerk 2 to Bilingual (Code Enforcement) and increase salary by \$500.00 effective January 1, 2017.

The city will adjust he salary range for the title or Sr. Payroll Clerk and increase the base salary by \$3,792.00 effective January 1, 2017.

The City will adjust the hourly rate of pay for the title of Building Maintenance Worker/Messenger to \$13.00 per hour effective January 1, 2017.

The City will adjust the hourly rate of pay for the title of Omibus Operator/Truck Driver to \$13.00 effective January 1, 2017.

SECTION 1. All employees under this Agreement hired on or before July 31, 2007 shall be entitled to the following longevity schedule:

YEARS OF SERVICE

|                                                |     |
|------------------------------------------------|-----|
| Upon completion of 5 years through 10 years    | 2%  |
| Upon completion of 10 years through 15 years   | 4%  |
| Upon completion of 15 years through 20 years   | 6%  |
| Upon completion of 20 years through 25 years   | 8%  |
| Upon completion of 25 years through retirement | 10% |

Employees hired on or after August 1, 2007 shall be entitled to longevity in accordance with the following schedule:

|                                                |         |
|------------------------------------------------|---------|
| Upon completion of 5 years through 10 years    | \$620   |
| Upon completion of 10 years through 15 years   | \$1,250 |
| Upon completion of 15 years through 20 years   | \$1,890 |
| Upon completion of 20 years through 25 years   | \$2,500 |
| Upon completion of 25 years through retirement | \$3,100 |

SECTION 2. New hires shall not receive longevity as of January 1, 2013.

SECTION 3. When an employee receives a position promotion that employee will be paid the greater of the 2013 salary level for the new position or \$1,500 above the base salary received by the employee in the position from which he/she is being promoted. If said employee is demoted back to the original position, he/she will assume the original salary.

SECTION 4. The salaries of all newly created positions, which come under this Agreement, shall be negotiated with the Union.

### ARTICLE X- ANNIVERSARY/SENIORITY DATES

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

SECTION 2. Consistent with Civil Service all cases of overtime, promotions, transfers, shift changes, demotions, layoffs, recalls, and vacation time, an employee with the greatest amount of seniority shall be given preference provided her or she is within that job classification and/or has equal ability to perform the work involved in the job classification and/or job title.

### ARTICLE X1-HOLIDAYS

SECTION 1. All Local 710 employees shall receive thirteen (13) paid holidays including permanent part time employees. Permanent part time employees shall receive holiday pay only if the holiday falls on a scheduled work day.

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 V111- Overtime

SECTION 4. Paid Holidays are as follows:

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

### ARTICLE X11- VACATIONS

SECTION 1. All full time Local 710 members shall be entitled to the following annual vacation days with pay:

- |                                      |                 |
|--------------------------------------|-----------------|
| A. First five (5) years              | 14 working days |
| B. Six (6) to ten (10) years         | 17 working days |
| C. Eleven (11) to fifteen (15) years | 20 working days |
| D. Sixteen (16) to twenty (20) years | 23 working days |
| E. After twenty (20) years           | 25 working days |

PERMANENT PART TIME EMPLOYEES. All Local 710 permanent part time employees shall be entitled to seven (7) annual vacation days with pay effective January 1, 2013.

SECTION 2. Where in any calendar year the vacation or any part thereof is not used, vacation time shall accumulate and shall be granted during the succeeding year only, upon the written approval of the Department Head.

SECTION 3. Current vacations shall be granted with the approval and at the discretion of the Department Head. Said approval should not be unreasonably denied. Employees shall receive an answer to Vacation requests within three (3) days upon submission.

SECTION 4. All employees shall be granted two (2) personal day per year, which shall be used within each calendar year and cannot be carried over from year to year.

## ARTICLE X111- SICK LEAVE

All permanent part time employees that work fifteen (15) hours to twenty-nine (29) hours per week, shall be considered permanent part time employees and receive pro-rated sick time.

All permanent part time employees' sick time shall be pro-rated on an employee's part time work week, and accrued as defined in this Article, not to exceed seven (7) days.

SECTION 1. All absences on account of illness or disability shall be reported no later than one-half (1/2) hour prior to the employee's regular time to start his tour of duty by the employee to his/her immediate supervisor. If the supervisor cannot be reached promptly, the report should be made to the City Administrator without further delay.

SECTION 2. Not over one (1) hour after starting work, the supervisor will report to the City Administrator the names of all employees absent from duty and the reason therefore. If the reason for absence is expected to be short duration, he/she, a member of the family or other interested persons shall notify the Department Head daily as provided herein. The notification shall be once a week if the cause for absence shall be expected to extend for a longer period than a five (5) day period, after the first five (5) days of daily notification.

SECTION 3. After the utilization of five (5) unexcused sick days in a given calendar year, a physician's note may be required by the employer for each subsequent absence. The employer reserves the right to have the employee examined by a competent physician before returning to work.

SECTION 4. During protracted periods of illness or disability, the Municipality may require interim reports on the condition of the patient at weekly or biweekly periods from the attending physicians and/or municipal physician. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payments during such period of illness or disability.

SECTION 5. Sick leave shall be allocated as follows:

- One (1) working day per month beginning with the completion of work for a majority of the calendar month of employment, to a total of twelve (12) working days for the calendar year.
- Commencing with the first calendar month of the second year of employment, one and one-fourth (1 1/4) days per month shall be allowed and shall immediately be credited to the employee on the first day of the first calendar month of the second year of employment as at total of fifteen (15) working days for the full second year. Sick leave must have been earned however, in order to use same. The following is an example of the application of the provisions of this

section: An employee has been a full-time employee for a period of one (1) year and two (2) months. If he/she used no sick leave during the first year of employment, he would have ended the year with twelve (12) working days sick leave credit. He/She would have been credited for fifteen (15) days additional on the first day of the first calendar month of the second year of employment and, therefore, would have started the second year with a total of twenty-seven (27) days credit. If, however, he/she were required, in the third month of the second year of employment to use his sick leave in excess of fourteen and one half (14 1/2) days, no pay would be allowed for the excess since he would have only earned fourteen and one half (14 1/2) days.

SECTION 6. When sick leave has accumulated to an amount equal to six (6) calendar months (a total of one hundred eighty-six [186] days), no further accumulation shall be allowed.

SECTION 7. If an employee shall have reported for duty and shall be required to leave his/her duty for any of the reasons described therein prior to the completion of the day's work, he/she shall be charged with a pro rata number of hours of sick leave.

SECTION 8. Sick leave shall not be granted to any employee whose absence from duty is a result of misconduct. Absence for such cause shall be reported as absence without leave and shall subject the employee to disciplinary action.

SECTION 9. No employee shall be required to utilized accumulated sick leave when such employee has been disabled, either through sickness or injury as a result of or arising from his respective employment.

SECTION 10. Sick leave shall mean and refer to any unavoidable absences of any fulltime employee causing him to be unable to report for duty for any of the following reasons:

- A. Illness or accident of said employee.
- B. Serious illness of any member of the immediate family of the employee necessitating care by him or her.
- C. Exposure by said employee to a contagious disease, which exposure shall be certified be a physician's certificate.
- D. Death in the immediate family as discussed herein above.

SECTION 11. An employee on sick leave and receiving his normal compensation who, in addition, qualifies for payments under Workers Compensation weekly benefits shall, during the period he/she is receiving such weekly benefits, be entitled to only that portion of his regular salary which, with the Workers Compensation payments, equal to his normal salary.

SECTION 12. Nothing contained herein shall be considered to be in derogation of or restrictive of any statute now in effect limiting the period during which municipal employees may be compensated for leave on account of disability or of illness, but these provisions are to be construed and administered in conjunction therewith.

SECTION 13. No employee, while on sick leave from the City shall be elsewhere or otherwise employed or engaged in any outside work of employment whatsoever.

SECTION 14. With the permission of a Department Head, sick leave may be allowed for ordinary dental care and for the services of an oculist for normal eye care. However, such professional services are readily available outside of normal working hours, and employees are urged to schedule such services outside of normal working hours to as great a degree as possible. An eligible employee may utilize earned time to care for a physical or mental illness, injury or medical condition, or to attend routine medical appointments for him/her or one of the following relations: child, spouse, parent or parent of a spouse. Earned sick time may be taken to address the physical, psychological or legal effects of domestic violence. An eligible employee will be able to use earned sick time in ½ day increments if notice has been approved by the Department Head.

SECTION 15. Any abuse or misuse of sick leave will be grounds for disciplinary action.

#### ARTICLE XIV- LEAVE OF ABSENCE

SECTION 1. Upon the completion of a six (6) month probationary period, a leave of absence may be granted for good cause including pregnancy to an employee for a period not to exceed six (6) months. A leave of absence shall be requested by the employee in writing and such request shall be directed to the City Administrator. A leave of absence may only be granted with the approval of the City Administrator, which approval shall be in writing. Approval shall not be arbitrarily denied. The Administrator shall respond within ten (10) working days upon the receipt of a request for a leave of absence. Any leave granted herein shall be without pension.

SECTION 2. Any leave granted herein shall be without pay. However, the employee's medical benefits may be maintained for a period of up to six (6) months at no cost to the employee.

#### ARTICLE XV- BEREAVEMENT LEAVE

SECTION 1. Employees shall be granted five (5) 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 spouse, child, father, father-in-law, mother, mother-in-law, brother, sister, grandparents and grandchildren who reside elsewhere. In the event of a death of all

other relatives, the employee shall be entitled to one (1) working day of paid leave to attend the funeral services upon submission of proof.

### ARTICLE XV1- MILITARY LEAVE

SECTION 1. All employees who are members of a Military Reserve Unit of the United States or a National Guard Unit shall be granted a leave of absence for field training in accordance with the following provisions:

- A. Any such employee shall be entitled to a leave of absence from his/her respective duty with the Employer without loss of pay for annual training for a period not to exceed two (2) weeks in any calendar year.
- B. An employee ordered to active duty for an extended period of time shall be granted a leave of absence without pay for the period of such service.
- C. After a period of two (2) years of service with the City, any employee who is a member of such military organization who volunteers for extended active duty service shall be granted thirty (30) days of salary in the form of military leave pay, and the balance of such extended military service shall be a leave of absence without pay.

SECTION 2. All employees who receive a leave of absence in accordance with Section 1 above shall be entitled to earn vacation, holiday or sick time, which has accrued prior to entry into military service.

SECTION 3. It is the intention of the parties to be bound by and comply with the federal and state laws relating to release of Reserve and National Guard member for military service by a public employer.

### ARTICLE XV11- GRIEVANCE PROCEDURES

SECTION 1. The purpose of this Article is to settle all grievances between the Employer and 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 twenty (20) working days after the aggrieved party knows of the event or events upon which the claim is based or else such grievance is waved.

SECTION 4. A grievance shall be processed as follows:

STEP 1. The Union's Executive Board, upon receiving a written and signed grievance from a Union Representative or employee shall determine if the grievance exists, and shall respond in writing within five (5) working days to said employee. If in their opinion no grievance exists, no further action shall be taken. If the Executive Board finds a grievance exists, the aggrieved employee and the Union Representative to the Local Union shall discuss and attempt to adjust the matter with the Department Head who shall respond to the employee in writing within two (2) working days. The Department Head's response shall be clear, concise, and explain the reasons for their decision.

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 of receipt of the Department Head's decision. The City Administrator shall seek to resolve the grievance with the appropriate two (2) Union Representatives. The City Administrator shall provide written response 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.

STEP 4. The costs of the Arbitration shall be shared by both the Union and the Employer equally. If the parties are unable to agree upon the selection of an Arbitrator, then the parties shall proceed in accordance with the regulations of PERC.

SECTION 5. Only the Employee 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 7. In the event that a grievance directly involves the City Administrator, the Union Representative and the employee shall discuss and attempt to adjust the matter directly with the City Administrator who shall respond within two (2) working days. If the matter cannot be resolved in that fashion, the parties shall move directly to Step 3.

SECTION 8. The above Articles shall be applied and interpreted consistently with the provisions set forth by the New Jersey Department of Personnel for Civil Service Employees and Employers.

## ARTICLE X111- DISCIPLINE

SECTION 1. Discipline shall be imposed for good and just cause.

SECTION 2. Discipline may normally be imposed in the following:

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

SECTION 3. In the case of any criminal charges being filed against an employee, the City Administrator may immediately suspend such employee with or without pay if just cause exists. A hearing will be held within two (2) working days before the City Administrator. The Union shall be notified of the suspension, all charges, and the scheduling of the hearing prior to the hearing. After the hearing, the Union shall be notified of the results of such hearing.

SECTION 4. All disciplinary action may be appealed through the grievance procedures.

SECTION 5. This article shall be applied and interpreted consistently with the provisions set forth by the New Jersey Department of Personnel for Civil Service Employees and Employers.

## ARTICLE XIX- INSURANCE, HEALTH AND WELFARE

Effective January 1, 2011, this section shall be modified to delete the employee's current 1% contribution of his/her pensionable base salary to defray the cost of health insurance due to mandatory 1.5% contribution mandated by the State.

SECTION 1. The Employer shall continue to provide a comprehensive health benefit program currently in effect for the member and his/her family. The comprehensive health benefit program shall be placed with a carrier of the Employer's choosing and is not subject to consultation with the Union, provided the levels of coverage shall be consistent with what is presently in effect. As of January 1, 2007, the health insurance carrier for all City employees is Horizon Direct Access as per Memorandum of Agreement dated February 27, 2007.

SECTION 2. The Employer shall continue to provide the existing dental, prescriptions and optical coverage as presently provided by Horizon Blue Cross and Blue Shield, Vision Services Plan or their equivalent, for the member and the member's family as per Memorandum of Agreement dated February 27, 2007.

SECTION 3. The Employer shall continue to maintain and provide all other insurance coverage presently in effect, and agree to defend and satisfy and judgement which may be rendered against the employee for any action arising out of his/her employment with the Employer. This provision is limited to any official actions performed in the course of duty.

SECTION 4. 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. Such employee shall not be paid overtime for serving on this committee.

## ARTICLE XX- WORKERS' COMPENSATION

SECTION 1. When an employee is injured on duty, that employee shall receive the normal base salary for the period of temporary disability, for a period of up to six (6) months. During this time, the Workers' Compensation shall be turned over to the Employer of the Employer shall secure direct reimbursement from the Workers' Compensation carrier.

## ARTICLE XX1- RETIREMENT

SECTION 1. All employees covered by this Agreement shall retire with all pension rights under the New Jersey Public Employee Retirement System.

SECTION 2. At the time of retirement, all employees shall be paid for earned unused vacation time. This payment for earned unused vacation time shall not exceed the employee's annual entitlement for vacation days.

SECTION 3. At the time of retirement, employees shall be paid for their earned unused sick time up to a maximum dollar amount of fifteen thousand dollars (\$15,000). All payments for accrued vacation time and sick time shall be at the rate of the Employee's annual base pay at the time of retirement.

SECTION 4. Any employee who dies while employed shall have paid his/her survivor, a compensation for earned unused vacation and sick time as described above, as well as any accrued overtime or holiday pay. If the deceased employee has accrued life insurance benefits, such benefits shall be paid in accordance with the terms of the policy and the designation of beneficiary.

SECTION 5. Prior to going on terminal leave, all employees shall receive accrued benefits, but while on terminal leave, such employees shall not be entitled to any additional sick leave, vacation time, holiday time, pension payments or other benefits offered active employees, unless otherwise specified in this contract.

SECTION 6. An employee covered by this Agreement who retired with twenty-five (25) or more years of service to the Employer shall receive hospital and major medical benefits in effect at the time of retirement including, dental, prescription and optical coverage provided by Horizon Blue Cross and Blue Shield, Vision Services Plan or equivalent. This coverage shall apply to the employee and his or her spouse at no cost to the employee.

SECTION 7. Upon severance for any reason except 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 XX11- PERSONNEL RECORDS

SECTION 1. The Employer shall maintain a personnel file for all employees who are members of the Union. Such files shall be maintained in the Personnel Office. These files shall be the official personnel files for each employee.

SECTION 2. An employee is entitled to inspect and copy the contents of his/her personnel file. Such employee may be accompanied by a representative of the Union if the employee requests. Any employee wishing to inspect his/her personnel file may do so by making an appointment through the office of the City Administrator who shall coordinate such appointment with the Personnel Officer. Such appointment can be made any work day. The inspection shall not interfere with normal working operations of the City. Notwithstanding any provision to the contrary, the Employer may limit the number of employees inspecting records in a given day to five (5) employees.

SECTION 3. Records of petty grievances may be removed from the personnel file of an employee with the approval of the City Administrator not sooner than one (1) year after the occurrence of such petty grievance event.

SECTION 4. A record of all accumulated vacation, sick, holiday, or compensation time for the previous year shall be given by the Employer to each employee on an annual basis on or about May 15<sup>th</sup> of each year. Any disputes concerning the accumulated time shall be settled between the City Administrator, the employee and the Union.

## ARTICLE XX111- 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, handicap, political affiliation, or any other protected classification as defined by federal and/or state laws. The Union and 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 unit with any special privileges, except as specifically provided in the contract.

SECTION 3. Complaints of discrimination may be pursued through the appropriate judicial forum, Equal Employment Opportunity Commission (EEOC) or Division of Civil Rights (DCR).

SECTION 4. The Employer and the Union agree to encourage employees to utilize the services available through the Employer's Equal Employment Opportunity Advisory Committee to resolve any complaints of discrimination.

## ARTICLE XX1V- CLOTHING ALLOWANCE

SECTION 1. The Employer shall continue to provide work uniforms and uniform cleaning services for those employees who are receiving such benefit at the time of the effective date of this contract.

SECTION 2. The Employer shall provide work boots to the employees of Public Works February 1<sup>st</sup> of each year at the maximum allowance of one hundred fifty dollars (\$150) with the exception of those that require larger sizes or circumstances that cost over one hundred and fifty dollars (\$150.00) with the maximum reimbursement or City cost of additional fifty dollars (\$50.00) and same for Code Enforcement Employees. Laborers may have boots replaced more frequently if approved by the Department Head.

SECTION 3. Police Dispatchers shall receive an annual uniform allowance of two hundred fifty dollars (\$250) per year for purchase and maintenance of uniforms, payable in the last pay of April of each year. Said dispatchers will receive an additional four (4) shirts.

## ARTICLE XXV- TRAVELING EXPENSES

SECTION 1. All employees traveling outside the City on official business, at the explicit direction of their supervisor, shall be paid for all reasonable expenses incurred in such travel. When the Employer does not provide an automobile, the Employer shall pay the employee the current IRS Business mileage rate for such travel.

## ARTICLE XXV1- BULLETIN BOARD

SECTION 1. The Employer shall provide and install bulletin boards and/or provide space for the posting of notices relating to matters and official business of all Government Workers Union organizations in all departments, covered by this contract.

SECTION 2. All job openings shall be posted by the Administrator on the Union Bulletin Board located in the time clock room at City Hall. Copies also shall be placed in the Government Workers Union's mailbox. This posting will also apply to all applications for promotion or transfer.

## ARTICLE XXV11- EXTRA CONTRACTUAL

SECTION 1. The parties to this contract agree not to enter unto 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 Employer shall notify the Union at least two (2) months in advanced of any plans to grant an independent subcontract which affects the present levels of employment.

SECTION 3. The Employer agrees to sit and meet with the Union Representatives to discuss any such independent contracting plans.

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

SECTION 5. Any employee, who performs work in a higher paid classification than his/her 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/her own

classification when performing work in a lower paid classification. This does not include instances of promotion or sick leave under five (5) consecutive days.

### ARTICLE XXV111- 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 of contemplation of either or both 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 and executed by both parties.

### ARTICLE XX1X- SEVERABILITY AND SAVINGS

SECTION 1. If any provisions 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 XXX- PERIOD OF CONTRACT

SECTION 1. This contract shall cover the period from January 1, 2016, to midnight, December 31, 2020.

SECTION 2. Negotiations for renewal of this Agreement or for the execution of a new Agreement shall begin no later than ninety (90) days before the expiration of the contract unless mutually agreed to by the parties. This Agreement shall be in full force and effect, and shall remain in effect without any reopening date.

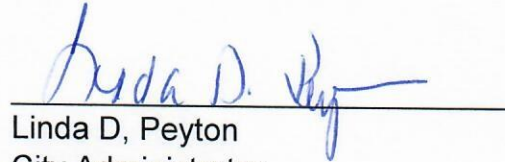
SECTION 3. This Agreement shall continue in full force and effect from year-to-year thereafter, unless one party or other gives notice, in writing, at least ninety (90) days prior to the expiration date of his Agreement.

By: City of Pleasantville



Jesse L. Tweedle, Sr.

Mayor, City of Pleasantville



Linda D. Peyton

City Administrator



Davinna King-Ali

City Clerk

By: Local 710



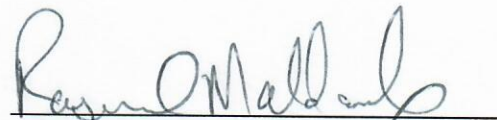
David L. Tucker

National Pres. Government Workers Union



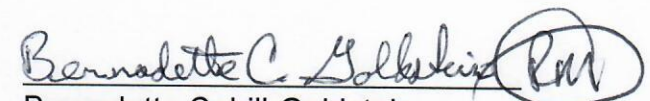
Rafael Valentin

Business Agent



Raymond Maldonado

Local President



Bernadette Cahill-Goldstein