

MEMORANDUM OF AGREEMENT

CITY OF PLEASANTVILLE

AND

GOVERNMENT WORKERS UNION
LOCAL 720

WHEREAS the City of Pleasantville and the Government Workers Union have met to discuss financial shortfalls and possible solutions.

and

WHEREAS the parties have reached an agreement, approved by the governing body and Local Union membership as follows:

1. The parties agree that from the period of February 15, 2010 through December 31, 2010, any overtime as defined by the Collective Bargaining Agreement shall be credited to the employee as Compensatory Time in lieu of pay. The Compensatory Time shall accrue at the rate of one and one half (1-1/2) hours for every hour of overtime earned. The employees of the Water Department whose overtime compensation is paid by the City of Absecon shall continue to receive said overtime payments.
and Egg Harbor Township. (S)
2. Employees may not accrue more than two hundred and forty (240) hours of Compensatory Time.
3. Employees will attempt to use their Compensatory Time within a reasonable time period so long as it does not "unduly disrupt" the operations of an employee's department. "Unduly disrupt" for the purposes of this Agreement shall mean the inability of the City to provide services of acceptable quality and quantity for the public during the time requested without the use of the employee's services or if granting the request would cause the City to incur overtime.
4. Employees unable to use their accumulated Compensatory Time in calendar year 2010 shall carry over their Compensatory Time accumulation into calendar year 2011 so long as the accrual does not exceed two hundred and forty (240) hours.

5. Should an employee's employment be terminated for any reason, including the death of an employee, the employee or employee's estate (in the event of the employee's death) shall be compensated for the accumulated Compensatory Time at the employee's current rate of pay.
6. Neither the City nor the Union is waiving any of its rights, prerogatives, privileges, provisions or obligations under law or the current Collective Bargaining Agreement other than those specifically set forth in this Agreement.
7. The terms of this Agreement shall not be modified, extended or revised unless memorialized, in writing and signed by the parties.

FOR THE CITY OF PLEASANTVILLE:

By: Jesse L. Tweedle, Sr.
The Honorable Jesse L. Tweedle, Sr.
Mayor, City of Pleasantville

By: Marvin Hopkins
Marvin Hopkins, City Administrator

GOVERNMENT WORKERS UNION:

By: David L. Tucker
David L. Tucker, President

By: Brian James
Brian James, Local President
(720)

Dated: 2/19/2010

CONTRACT EXTENSION AGREEMENT
CITY OF PLEASANTVILLE -AND- GWU LOCAL 720

The City of Pleasantville and the GWU hereby agree to a one year Contract Extension. The terms and conditions of the 2009 Agreement shall remain in full force with the exception of the following changes:

- 1. Term: January 01, 2010 through December 31, 2010.
- 2. Salary Increase: 3.9%
A one-time payment of one hundred dollars (\$100.) payable as soon as practicable after the ratification of this Agreement.
- 3. Health Benefits: Each employee covered by this Agreement shall contribute 1% of annual salary toward Health Benefit Premiums.
- 4. Sick Leave: Sick Leave taken in consecutive days (for example: A Sick Leave callout for a Tuesday and Wednesday due to an illness) shall be considered one occurrence.
- 5. Management Rights: The Union and Employer will continue their discussion of an amendment to Management Rights language.

The parties hereby agree to this one year contract extension based upon the above referenced changed terms and conditions.

James J. Ince

William A. Hoagland

DATED: 2/19/2010

David L. Tucker
David L. Tucker, President

Bruce James
Mark Alexander S.