

CITY OF MILLVILLE

COMMISSIONERS

MICHAEL SANTIAGO, MAYOR
Director of Public Safety
JAMES F. QUINN, VICE MAYOR
Director of Revenue & Finance
LYNNE PORRECA COMPARI
Director of Public Affairs
DAVID W. ENNIS
Director of Public Works
JOSEPH SOOY
Director of Parks & Public
Property



"A MAIN STREET NEW JERSEY COMMUNITY"

12 SOUTH HIGH STREET
P.O. BOX 609
MILLVILLE, NEW JERSEY 08332

TELEPHONE: (856)825-7000
FAX: (856)825-3686
www.millvillenj.gov

OFFICERS

SUSAN G. ROBOSTELLO
City Clerk/Administrator
MARCELLA SHEPARD
Chief Financial Officer
SHERRI J. BALL
Tax Collector
BRIAN P. ROSENBERGER
Tax Assessor

December 31, 2015

Gruccio, Pepper, DeSanto & Ruth, PA
Nicole Curio, Esq.
817 E. Landis Avenue
Vineland NJ 08360

Dear Ms. Curio:

Enclosed please find one (1) copy of Resolution No. R380-2015, which was approved by the Board of Commissioners at a meeting held on December 30, 2015 described as follows:

Resolution No. R380-2015

Resolution to ratify agreement between the City of Millville and the Policemen's Benevolent Association, Millville Local #213 for the years 2016 through 2019

Please forward a complete contract at your earliest convenience.

Very truly yours,

Susan G. Robostello, RMC
City Clerk/Administrator

SGR/cdn

Enclosure

c: Marcella Shepard, CFO
Jody Farabella, Police Chief
Brock Russell, City Attorney

RESOLUTION NO R380-2015

WHEREAS, the City of Millville and the Policemen's Benevolent Association, Millville Local #213 have come to an Agreement concerning the conditions of employment for the years 2015 through 2019 as a result of negotiations, which has been reduced to a written agreement; and

WHEREAS, the Agreement reflects a change in the salary guide for the contract period; and

WHEREAS, a copy of said Agreement is on file in the Office of the City Clerk.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE:

1. That said Agreement between the City of Millville and the policemen's Benevolent Association, Millville Local #213 is hereby ratified and approved.
2. That the Director of Public Safety and the City Clerk are hereby authorized to execute said Agreement.

Moved By: Porreca Compari

Seconded By: Sooy

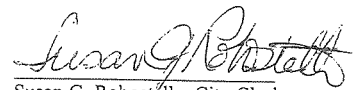
VOTING

Michael Santiago
James F. Quinn
Lynne Porreca Compari
David W. Ennis
Joseph Sooy

<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>
X			
X			
X			
X			
X			

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held December 30, 2015.


Susan G. Robestello, City Clerk

MEMORANDUM OF AGREEMENT

CITY OF MILLVILLE

AND

PBA LOCAL 213

This Memorandum of Agreement (MOA) is between the City of Millville and the PBA Local 213 (PBA). This MOA is entered into this 24 day of December, 2015.

The City and PBA have engaged in collective bargaining negotiations regarding a new agreement to replace the current agreement between the parties which expires on December 31, 2015. The City and PBA have reached a tentative agreement as to changes to be included in the new agreement and the purpose of this Memorandum of Agreement is to confirm those understandings, as follows:

1. **OPENING PARAGRAPH** revise to read as follows:

THIS AGREEMENT, is entered on this 24 day of December, 2015, between the **CITY OF MILLVILLE**, hereinafter referred to as "Employer", and the **POLICEMEN'S BENEVOLENT ASSOCIATION, MILLVILLE LOCAL #213**, hereinafter referred to as "Employee";

2. **PREAMBLE**

No change.

3. **ARTICLE I** entitled **RECOGNITION**

No change.

4. **ARTICLE II** entitled **MANAGEMENT RIGHTS**

No change.

5. **ARTICLE III** entitled **NO STRIKE**

No change.

6. **ARTICLE IV** entitled **GRIEVANCE PROCEDURE**

Shall be revised as attached.

7. **ARTICLE V** entitled **SALARIES**

Shall be revised as attached.

Employees shall be paid in accordance with Exhibit "B" attached which shall be signed by each party but shall not be made a part of the final Agreement.

8. **ARTICLE VI** entitled **LONGEVITY**

Longevity shall be frozen at the amount received by each employee on December 31, 2015. The amount received shall mean the dollar amount, not the percentage. For employees hired on or after January 1, 2016, longevity shall be eliminated.

9. **ARTICLE VII** entitled **WORK WEEK AND OVERTIME**

No change.

10. **ARTICLE VIII** entitled **RETENTION OF BENEFITS**

Revise first paragraph of Article to read as follows:

"Except as otherwise provided herein and except as provided by changes by law, all rights, privileges and benefits which the Employees shall have heretofore enjoyed and are presently enjoying shall be maintained and continued by the Employer during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement."

11. **ARTICLE IX** entitled **LEGAL AID**

No change.

12. **ARTICLE X** entitled **DISCRIMINATION OR COERCION**

No change.

13. **ARTICLE XI** entitled **SAVINGS CLAUSE**

Add the following: The parties agree that any new law enacted during the term of this contract which effects the City's obligation to compensate employees for unused sick and/or vacation days shall be effective immediately and shall supersede any conflicting provisions of this agreement.

14. **ARTICLE XII** entitled **ADMINISTRATIVE DAYS**

No change.

15. **ARTICLE XIII** entitled **MEDICAL AND DENTAL BENEFITS**

Shall be revised as attached.

16. **ARTICLE XIV** entitled **VACATIONS**

Paragraph A to remain status quo for employees hired on or before December 31, 2015. For employees hired on or after January 1, 2016, add the following to paragraph A:

For employees hired on or after January 1, 2016, annual vacation leave with pay shall be granted to employees with ninety (90) days of service according to the following schedule:

<u>Length of Service</u>	<u>Number of Hours</u>
Beginning 1st year	8 hours per full month employed
Beginning of 2nd - 9th year	120 hours annually
Beginning of 10th - 14th year	160 hours annually
Beginning of 15 th year - Retirement	200 hours annually

17. **ARTICLE XV** entitled **SCHOOLING**

No change.

18. **ARTICLE XVI** entitled **SICK LEAVE AND INJURY LEAVE.**

No change.

19. **ARTICLE XVII** entitled **CLOTHING ALLOWANCE AND MAINTENANCE**

Should be revised to read as follows:

CLOTHING MAINTENANCE

SECTION 1. Employees shall maintain their uniforms in good and clean condition and failure to maintain uniforms in good and clean condition shall be cause for disciplinary action.

20. **ARTICLE XVIII** entitled **COURT APPEARANCES**

No change.

21. **ARTICLE XIX** entitled **ASSOCIATION RIGHTS**

No change.

22. **ARTICLE XX** entitled **MISCELLANEOUS**

No change.

23. **ARTICLE XXI** entitled **PRORATION OF BENEFITS**

Revise paragraph 3 to read as follows:

3. Suspensions. No paid time off or any other compensation provided for in this Agreement shall accrue during an employee's suspension.

Revise paragraph 4 to read as follows:

4. Leave of Absence Without Pay. No paid time off or any other compensation provided for in this Agreement shall accrue during an employee's leave of absence without pay.

24. **ARTICLE XXII** entitled **K-9 UNIT OFFICERS**

Shall be revised as attached.

25. **ARTICLE XXIII** entitled **MATERNITY/PATERNITY LEAVE**

No change.

26. **ARTICLE XXIV** entitled **SCHEDULE CHANGE**

No change.

27. **NEW ARTICLE ENTITLED DRUG TESTING POLICY**

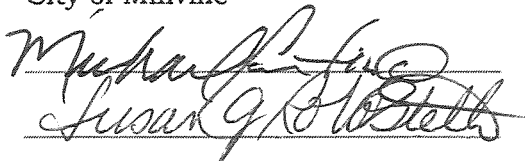
Any random drug testing administered by the Police Department shall maintain the privacy of an employee's personal information via a sealed envelope and comply with all applicable law, notably the Americans with Disabilities Act and the Federal Confidentiality Act, as well as NJ Attorney General guidelines and City Policy.

28. **ARTICLE XXV** entitled **DURATION**

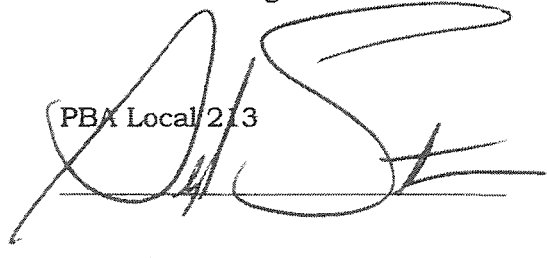
Modify dates as appropriate.

The parties have reached this tentative agreement and understand that such is subject to the ratification by the City and PBA. The negotiating committees of the City and PBA agree to recommend these terms and conditions of agreement to their respective bodies for ratification.

City of Millville


Michael P. Jones
Susan G. O'Brien

PBA Local 213



ARTICLE IV
GRIEVANCE PROCEDURE

SECTION 1

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement, the following procedures shall be followed:

Step 1. An Officer with a grievance shall file a written grievance with the Captain of Police, with copies to be simultaneously filed with the Chief of Police and the Director of Public Safety. A meeting on the written grievance shall be held within ~~three (3)~~ five (5) working-business days of the filing of the written grievance between the Captain of Police, the aggrieved party and the PBA's designated representative. A decision thereon shall be rendered in writing by the Captain of Police within ~~three (3)~~ five (5) working-business days after the holding of such meeting. In the event no person is serving in the position of Captain of Police, then the matter shall proceed directly to Step 2 below.

Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within ~~three (3)~~ five (5) working days after presentation of that grievance at Step 1, he may ~~file a formal~~ then submit the written grievance ~~with~~ to the Chief, with a copy to be simultaneously filed with the Director of Public Safety. A meeting on the written grievance shall be held within ~~three (3)~~ five (5) working-business days of the filing of the written grievance between the Chief, the aggrieved party and the PBA's designated representative. A decision thereon shall be rendered in writing by the Chief of Police within ~~three (3)~~ ten (10) working-business days after the holding of such meeting.

Step 3. If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, or if no written decision has been rendered within ~~three (3)~~ ten (10) working-business days after the presentation of that grievance at Step 2, the matter may be referred by the PBA through its designated representative to the Director of Public Safety. A meeting on the grievance shall be held between the PBA and the Director of Public Safety at which meeting the parties may be represented. The Director of Public Safety shall render a written decision within ~~five (5)~~ ten (10) working-business days of the meeting.

Step 4. If the aggrieved party is not satisfied with the disposition of the grievance at Step 3, or if no written decision has been rendered within ~~five (5)~~ ten (10) working-business days after the presentation of the grievance at Step 3, the matter may be filed within 20 business days ~~referred by~~ the PBA through its designated representative to the Public Employment Relations Commission (PERC) for arbitration.

The arbitrator shall be chosen in accordance with the rules and regulations of PERC.

The decision of the arbitrator shall be submitted to the grievant/Association and the City, and shall be binding on the parties.

SECTION 2

The costs for the services of the arbitrator shall be borne equally between the Association and the City, unless the Association elects to withdraw the grievance, in which case any fees of the Arbitrator shall be paid by the Association.

The time limits specified in the grievance procedure shall be construed as being maximum; however, they may be extended upon mutual agreement between the parties.

SECTION 3

A grievance must be presented at Step 1 within ~~one (1) week~~ fifteen (15) working business days from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this Agreement.

Any Employee may be represented at all steps of the grievance procedure by himself, or at his option, by a representative selected or approved by the PBA. When an Employee is not represented by the PBA, the PBA shall have the right to be present and state its views at all stages of the grievance procedure.

SECTION 4

Necessary witnesses shall be excused from their normal work duties to participate in grievance and/or disciplinary hearings and shall suffer no loss in regular pay. Off duty police officers who are necessary witnesses in a grievance and/or disciplinary hearing during off duty hours shall receive a payment equal to the Municipal Court appearance fee set forth in Article XVIII as full payment for attendance at such hearing during off duty hours.

SECTION 5

For the purposes of this Agreement, a Grievance shall include the appeal of the minor discipline of suspensions of three (3) days or more or cumulative suspensions of four (4) days or more during a calendar year.

SECTION 6

The settlement or other disposition of any grievance prior to arbitration shall be subject to review and approval of a designated committee established by the governing body which shall include the Chief of Police or his/her designee so as to assure compliance with City policy and/or philosophy.

SECTION 7

The arbitrator shall limit himself/herself to the interpretation and application of the terms of this Agreement and to the issues submitted to him/her and consider no other.

SECTION 8

The arbitrator shall have no authority to add to, detract from, alter, amend, modify any provision of this Agreement or to impose on any party thereto a limitation or obligation not provided in this Agreement.

SECTION 9

For the purposes of this Article, a "business day" shall be defined as any day that is not Saturday, Sunday or a state or federal holiday.

ARTICLE V

SALARIES

1. Effective January 1, 2016, a new wage guide shall apply to all bargaining unit members. The new wage guide is attached to this Agreement as Exhibit "A" and shall be part of the final agreement.
2. Effective January 1, 2016, employees receiving Senior Officer pay under the previous wage guide shall receive Senior Officer pay under the new wage guide and employees on Step 16 of the previous wage guide shall be placed on Step 19 of the new wage guide.
3. For the purposes of clarification, an employee shall only receive "Senior Officer Pay" upon 20 years of service with the City of Millville. Therefore, once an employee reaches Step 19, he/she shall remain at Step 19 and only advance to Senior Pay upon 20 years of service with the City.
4. For employees hired prior to January 1, 2016, placement on the new wage guide (except for officers referenced in paragraph 2) shall take place on the employee's 2016 anniversary date. An employee's anniversary date shall be on the first day of the month hired if he/she commences employment on or before the fifteenth (15th) day of the month and shall be on the first (1st) day of the following month if he/she commences employment after the fifteenth day of the month of hire.
5. For employees hired prior to January 1, 2016, employees shall be placed on the step closest to but not less than his/her base rate of pay as of December 31, 2015.
6. All employees hired on or after January 1, 2016 shall be placed on Step 1 of the new wage guide. Thereafter those employees shall move annually on the wage guide upon their anniversary date. The first movement shall take place on the employee's anniversary date. An employee's anniversary date shall be on the first day of the month hired if he/she commences employment on or before the fifteenth (15th) day of the month and shall be on the first (1st) day of the following month if he/she commences employment after the fifteenth (15th) day of the month of hire.

This paragraph 6 may not be applicable in the event the City hires a new employee with police experience, by way of a transfer from another government agency. In that event, the placement of the employee on the new wage guide shall be within the sole discretion of the City.

7. Effective January 1, 2017, the wage guide shall be increased, at all steps, by three quarters of a percent (0.75%). Officers shall move one step upon their anniversary date. An employee's anniversary date shall be on the first day of the month hired if he/she commences employment on or before the fifteenth (15th)

EXHIBIT "A" - WAGE SCALE

NEW GUIDE	2016	2017	2018	2019
Step 1	36920	37197	37569	37945
Step 2	39127	39420	39815	40213
Step 3	41334	41644	42060	42481
Step 4	43541	43868	44306	44749
Step 5	45748	46091	46552	47018
Step 6	47955	48315	48798	49286
Step 7	50162	50538	51044	51554
Step 8	52369	52762	53289	53822
Step 9	54576	54985	55535	56091
Step 10	56783	57209	57781	58359
Step 11	58990	59432	60027	60627
Step 12	61197	61656	62273	62895
Step 13	63404	63880	64518	65164
Step 14	65611	66103	66764	67432
Step 15	67818	68327	69010	69700
Step 16	70025	70550	71256	71968
Step 17	72232	72774	73501	74236
Step 18	74439	74997	75747	76505
Step 19	76646	77221	77993	78773
Sr. Pay (20 yrs.)	79839	80438	81242	82053

ARTICLE XIII – MEDICAL AND DENTAL BENEFITS

SECTION 1. HEALTH INSURANCE

The City shall provide comprehensive medical and health insurance for all members of the bargaining unit through the New Jersey State Health Benefits Plan, under the terms of the plan as it exists or as modified by the New Jersey State Health Benefits Plan (or any other substantially similar health benefit plan), including any changes in co-pays or deductibles that may be implemented by the New Jersey State Health Benefits Plan, for all employees and eligible dependents covered by this Agreement. Employees shall only be permitted to enroll in the type of coverage for which the employee is eligible. Effective January 1, 2016, or as soon thereafter as is practicable, the base plan to be offered to employees by the City shall be the Direct 15 Plan. The City shall continue to offer the Direct 10 Plan as well as others available through the SHBP. If the employee selects a plan with a higher premium cost than the Direct 15 Plan, the difference in such premium shall be borne by the employee in equal payments through payroll deductions.

SECTION 2. PRESCRIPTION PLAN

~~The City shall presently provide a Co-Pay Prescription Plan for employees and dependents through the New Jersey State Health Benefits Plan Benecard. The co-payments shall be determined by the New Jersey State Health Benefits Plan and may be subject to future changes to reflect the then applicable NJSHBP Plan prescription co-pays.~~ The City reserves the right to provide prescription coverage through the New Jersey State Health Benefits Plan, Benecard or any other carrier subject to the provisions of Section 5 of this Article.

In the event the City changes the provider of its Prescription Plan to a carrier other than the New Jersey State Health Benefits Plan or Benecard, the Prescription

Co-Pays (including Specialty Pharmaceuticals) other than Prescription Drugs dispensed by a Mail-Order Pharmacy ~~shall become~~will remain the following:

- a. A \$10.00 co-payment is required for Generic Prescription Drugs.
- b. A \$20.00 co-payment is required for Brand Name Prescription Drugs.

Co-Payments for Prescription Drugs dispensed by a Mail-Order Pharmacy:

- a. A \$10.00 co-payment is required for Generic Prescription Drugs.
- b. A \$20.00 co-payment is required for Brand Name Prescription

Drugs.

All benefits under the Prescription Drug Program are subject to the terms of the Group Policy.

SECTION 3. EYE CARE PLAN

The City shall provide the ~~Spectera~~United Healthcare Vision Plan Program for the employee and his/her eligible dependents. The Employer reserves the right to substitute an optical plan with substantially similar benefits.

SECTION 4. DENTAL CARE

The Employer shall provide a Dental Insurance Program, which includes all of the benefits which are currently included in the Dental Insurance Program, at the date of this Agreement, for the employee and his family. Said dental program shall provide coverage for orthodontia care for employees and their eligible dependents in accordance with existing practice. The orthodontia payment shall be limited to ~~\$2,500~~\$3,000 per person, in accordance with the dental plan.

As soon as practical after ratification of this Agreement, the City's Dental Plan shall provide for coverage for white dental fillings. Also at that time, the City's Dental Plan will provide a maximum benefit of \$3,000 per person, per year.

SECTION 5. CHANGE IN PLANS AND PROVIDERS

The City may, at its option, change any of the existing insurance plans or carriers providing the benefits under Sections 1, 2, 3 and 4 above, so long as substantially similar benefits are provided to the employees and their dependents. The City further reserves the right, at its option, to self-insure any of the plans or coverages so long as substantially similar benefits are provided to the employees and their dependents. Prior notice must be made to the Union of any change.

SECTION 6. COST CONTRIBUTION

All employees shall pay a cost contribution for Health Insurance Plan coverages according to the provisions of P.L. 2011, Chapter 78, Pension and Health Benefit Reform Law adopted June 2011 or \$500 for single coverage or \$1,100 for all other coverage (i.e., Parent/child, Adult/Family) whichever is greater as a cost contribution for their health benefits. Payment shall be made by the way of withholdings from each employee's payroll checks.

SECTION 7. COVERAGE ON ASSIGNMENT

Any employee attending an assigned school within or outside the State of New Jersey or on duty outside the State of New Jersey shall be entitled to the same health benefit program or worker's compensation coverage in the normal course of duty. Any police officer responding to a call at any time, whether on duty or not at the time, shall be covered as if on duty for purposes of the health benefit program and worker's compensation, or any other benefits provided to those injured on duty.

SECTION 8. RETIREE HEALTH BENEFITS

Upon an employee's retirement (after he/she has had twenty-five (25) years of service in the Police Department of the City of Millville or who retired on a State approved disability pension based on fewer years of service credit) he or she and his/her spouse and dependents shall be entitled to receive all of the then health care

benefits provided by the employer, at the expense of the employer, for the shorter of the following periods:

- (a) maximum of twelve (12) years;
- (b) when said retired employee obtains full time permanent employment having comparable health benefits (once the job is obtained, the benefits permanently terminate, even if the new employment terminates within the twelve (12) years);
- (c) when the retired employee becomes eligible for Medicare (age 65).

The coverages that retirees receive are the same health care benefits being received by the active current employees of the City NOT the benefits which were in effect when they retired and are subject to the deductibles and co-payments required under the then active employees' existing plan. In addition, the existing retirees shall continue to pay to the City the Cost Contribution which was in effect when the employee retired. Employees who retire after the enactment of P.L. 2011, Chapter 78, Pension and Health Reform Law, adopted June 28, 2011, will make cost contributions pursuant to said law. Except that employees with 20 or more years of service credit in a state or locally administered retirement system as of June 28, 2011, shall pay a cost contribution as follows:

The City agrees to pay 100% of the costs of Retiree Health Benefits for the individual retiree only (i.e. Single Person Coverage) Retirees may elect to secure health benefit insurance coverage for an eligible spouse and/or dependents (i.e., Husband/Wife, Parent/Child or Family Coverage) but shall be responsible to pay Six Hundred (\$600.00) Dollars plus ten (10%) percent of the annual increase in the health insurance premium for the selected coverage over the annual premium cost for the selected coverage paid by the City for the preceding year, commencing with year 2007

as the base year and then each year thereafter, subject to a maximum contribution of Eleven Hundred (\$1,100) Dollars per annum.

For the purposes of this Agreement, the 2007 base year shall mean the premium cost for premiums paid by the City using the health benefit contract period ending February 28, 2008. Future increases shall be based on the premium increases in future health benefit contract periods. A Retiree's payments for his/her cost for providing the health insurance plans which covers the Retiree's eligible spouse and/or dependent(s) (i.e., Husband/Wife, Parent/Child, or Family Coverage) will be invoiced to the Retiree on a monthly basis.

The above coverages pertain to the employee and are provided so long as the employee remains eligible for extended coverage as provided above. In the event the employee dies, coverage shall continue for the retiree's spouse and dependents for the remainder of the twelve (12) year period unless the spouse re-marries or obtains employment with comparable health benefits in which event coverage shall terminate.

Employees employed prior to June 15, 1990 who purchase military time according to the provisions of the Police and Fireman's Retirement System of New Jersey or who have service credit for time employed as a law enforcement employee covered by the Police and Fireman's Retirement System of New Jersey shall be granted an exemption of up to two (2) years from the twenty-five (25) year requirement of service to the City of Millville. Employees employed after June 15, 1990 are not granted this exemption and all such employees employed after June 15, 1990 must have twenty-five (25) years of service in the Police Department of the City of Millville in order to be eligible for the continuation of coverage provided under this Section 8.

SECTION 9. OPT-OUT

The New Jersey State Health Benefits Program (SHBP) provides that a municipality may allow an employee as a dependent by a spouse's employer to waive SHBP health benefits coverage. The decision of a municipality to allow its employees to waive coverage and the amount of consideration to be paid are not subject to collective bargaining.

Consistent with the provisions of the applicable law, the City is willing to adopt an Opt-Out Payment Plan as follows:

Employees enrolled in the health insurance coverage plan provided in Article 13 Section 1 may elect to waive all coverage, provided proof of coverage through another source can be demonstrated. Employees who waive all coverage shall receive an annual payment in the amount of twenty-five (25%) percent of the applicable premium for the insurance plan or Three Thousand Dollars (\$3,000) per annum whichever is less, in lieu of the insurance, based on the number of months that the insurance was waived during the year. Payment shall be in the amount of twenty-five (25%) percent of the applicable premium, or Three Thousand (\$3,000) dollars, whichever is less. Checks for opting out will be issued quarterly.

An employee who waives coverage shall be permitted to resume coverage by making an application for coverage during an open enrollment period in accordance with the provisions of the State Health Benefits Program.

Further, an employee who waives coverage shall be permitted to immediately resume coverage if the employee ceases to be eligible for other health care coverage for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received from the employer, which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume

coverage shall notify the employer in writing and file a declaration with the division, in such form as the director of the division shall prescribe, that the waiver is revoked.

In the event a husband and wife are both employed by the City, neither spouse shall be eligible for an "opt-out" waiver payment. Likewise if the employee's spouse receives health care benefits through the State Health Benefits Plan, the employee shall not be eligible for the "opt-out" waiver payment.

Further in accordance with the provisions of the applicable law which provides that the decision of a municipality to allow its employees to waive coverage and the amount of consideration to be paid are not subject to collective bargaining, the City maintains the right to terminate, revise and modify the Opt-Out Payment Plan set forth herein.

ARTICLE XXII

K-9 UNIT OFFICERS

1. The City agrees to pay officers assigned to the K-9 Unit for their personal care of the dog and the facilities in which the dog resides a stipend ~~Six Hundred (\$600.00) Dollars~~ per annum. The annual stipend shall be two (2) hours pay a week at the New Jersey Prevailing Minimum Wage rate an hour (currently \$8.38/hour) for 52 weeks in a year. The annual stipend shall be pro-rated for the period of time during which the officer is assigned to serve as a member of the K-9 Unit. The two (2) hours pay a week shall not be paid or be counted toward contractual overtime, but rather shall be paid as straight time at New Jersey Prevailing Minimum Wage rate of ~~\$5.76 an~~ per hour under the applicable provisions of the FLSA, Section 7(K).

2. The PBA agrees that the two (2) hours of compensable care for the canine provided under this addendum is an adequate and reasonable computation of the time necessary to care for the canine outside of normal working hours.

3. Payment made by the City is intended to cover the cost of normal feeding, care and grooming of the dog. It is further understood that the cost for food, veterinary care materials and boarding away from the officer's residence when necessary shall be paid by the City to a kennel of quality reputation of the City's choice.

4. K-9 Officers shall work their normal duty shift and shall not be released early from their normal work shift. To the extent possible, the City agrees to schedule mandatory training for K-9 officers on their regular duty days and the officer shall be released to attend the training.