

Emailed 1/12/21
CITY OF MILLVILLE

COMMISSIONERS

MICHAEL SANTIAGO, MAYOR
Director of Public Works
W. JAMES PARENT, VICE MAYOR
Director of Revenue & Finance
ASHLEIGH UDALOVAS
Director of Public Affairs
JOSEPH PEPITONE
Director of Public Safety
BRUCE L. COOPER
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

REGINA BURKE
Administrator
JEANNE HITCHNER
City Clerk
MARCELLA SHEPARD
Chief Financial Officer
TRACEY GREGOIRE
Tax Collector
BRIAN P. ROSENBERGER
Tax Assessor

Date: 1/12/2021

To: Theo Kallen

1/17/21

See below in response to your OPRA request received by the City Clerk's Office on _____. (See Disclaimer on Pg 2)

____ Please be advised there are no records responsive to your request

____ See attached, no Redactions were made.

☒ See attached, redactions were made pursuant to (see statute(s) below with "x" mark(s)):

☒ Denied, the provisions of the Open Public Records Act do not allow the disclosure of records pursuant to (see statute(s) below with "x" mark(s)): one e-mail which was an Internal Affairs Complaint.

Billing information:

____ Amount Due: _____ must be received prior to release of record

Payment information:

____ Returned Check: Check No. _____ in the amount of _____

____ Payment Received: Check No. _____ in the amount of _____

Exceptions to Public Access to Government Records:

- ____ Inter-agency or intra-agency advisory, consultative or deliberative communications, N.J.S.A. 47:1A-1.1, et seq.
- ____ Legislative records, N.J.S.A. 47:1A-1.1, et seq.
- ____ Medical Examiner records, N.J.S.A. 47:1A-1.1, et seq.
- ☒ Criminal investigatory records, N.J.S.A. 47:1A-1.1, et seq. Mugshot
- ____ Victim records, N.J.S.A. 47:1A-1.1, et seq.
- ____ Trade secrets and proprietary commercial or financial information obtained from any source, N.J.S.A. 47:1A-1.1, et seq.
- ____ Any record within Attorney/Client Privilege N.J.S.A. 47:1A-1.1 et seq.
- ____ Administrative or technical information regarding computer hardware, software and networks, N.J.S.A. 47:1A-1.1, et seq.
- ____ Emergency or Security information and surveillance techniques, N.J.S.A. 47:1A-1.1, et seq.
- ____ Security measures and surveillance techniques, N.J.S.A. 47:1A-1.1, et seq.
- ____ Information that is disclosed would give an advantage to competitors or bidders, N.J.S.A. 47:1A-1.1
- ____ Information on any sexual harassment complaint, any grievance filed or collective negotiations, N.J.S.A. 47:1A-1.1
- ____ Communications between City and Insurance Company, N.J.S.A. 47:1A-1.1 et seq.
- ____ Information which is to be kept confidential pursuant to court order, N.J.S.A. 47:1A-1.1 et seq.
- ____ Certificate of honorable discharge issued by the United States government, N.J.S.A. 47:1A-1.1 et seq.
- ____ Personal Identifying Information, N.J.S.A. 47:1A-1.1, et seq.
- ____ Social Security Numbers, N.J.S.A. 47:1A-1.1, et seq.
- ____ Certain records of higher education, N.J.S.A. 47:1A-1.1, et seq.
- ____ Biotechnology trade secrets, N.J.S.A. 47:1A-1.2, et seq.

- ___ Limitations to convicts -personal information pertaining to the person's victim or the victim's family, N.J.S.A. 47:1A-2.2, et seq.
- ___ Ongoing Investigations, N.J.S.A. 47:1A-3.a.
- ___ Public defender records that relate to the handling of any case, N.J.S.A. 47:1A-5.k.
- ___ Upholds exemptions contained in other State or federal statutes and regulations, Executive Orders of the Governor, Rules of Court, Constitution of this State, or judicial case law N.J.S.A. 47:1A-9.
- ✓ Personnel and pension records, N.J.S.A. 47:1A-10, et seq. *Internal Affairs Complaint*
- ✓ Privacy Interest - "a public agency has a responsibility and an obligation to safeguard from public access a citizen's personal information with which it has been entrusted when disclosure thereof would violate the citizen's reasonable expectation of privacy." N.J.S.A. 47:1A-1.1, et seq. *Date of Birth*

NOTE: Court documents can be requested through the NJ Judiciary website at www.judiciary.state.nj.us

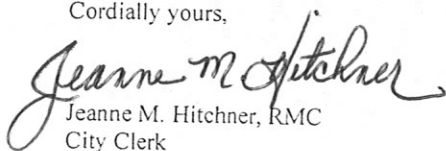
If you feel the City has neglected to provide what you have requested, or any part thereof, or if you believe there is some legal authority that supports your position, please notify us and we will be happy to reconsider our response or denial of access as the case may be.

Mandatory Disclaimer:

If your request for access to a government record has been denied or unfilled within seven (7) business days required by law, you have the right to challenge the decision by the City of Millville to deny access. At your option, you may either institute a proceeding in the Superior Court of New Jersey or file a complaint with the Government Records Council (GRC) by completing the Denial of Access Complaint Form. You may contact the GRC by toll-free telephone at 866-850-0511, by mail at P.O. box 819, Trenton, NJ 08625, by e-mail at grc@dea.state.nj.us, or at their website at www.state.nj.us/grc. The GRC can also answer other questions about the law. All questions regarding complaints filed in Superior Court should be directed to the Court Clerk in your County.

If you have any questions please contact my office.

Cordially yours,


Jeanne M. Hitchner, RMC
City Clerk

Respond 1/14/21

Due 1/19/21

Mercado, Wendy

From: Hitchner, Jeanne
Sent: Thursday, January 07, 2021 1:08 PM
To: Mercado, Wendy
Subject: FW: OPRA request - 2017 emails

RECEIVED

JAN 07 2021

CITY CLERK'S OFFICE

JMH

Please process.

-----Original Message-----

From: Theo Karan <opra+request-19461-9050b157@requests.opramachine.com>
Sent: Thursday, January 7, 2021 1:07 PM
To: Hitchner, Jeanne <Jeanne.Hitchner@millvillenj.gov>
Subject: OPRA request - 2017 emails

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Millville City,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

Records requested:

Any and all emails sent or received by Millville P.D. officer Jeffrey Profitt (with any and all attachments) between January 1, 2017 and March 30, 2017.

Yours faithfully,
T.K.

Please use deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-19461-9050b157@requests.opramachine.com

Is jeanne.hitchner@millvillenj.gov the wrong address for OPRA requests to Millville City? If so, please contact us using this form:

https://opramachine.com/change_request/new?body=millville_city

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

<https://opramachine.com/help/officers>

View this OPRA request & responses online:

https://opramachine.com/request/2017_emails

To: Lt. Hoydis

Please note that in some cases publication of requests and responses will be delayed.

Mercado, Wendy

From: Hoydis, Joseph <Joseph.Hoydis@pd.millvillenj.gov>
Sent: Thursday, January 07, 2021 3:05 PM
To: Joanna Webster
Cc: Hitchner, Jeanne; Burns, Laura; Sharron Ortiz; Mercado, Wendy
Subject: RE: Theo Karan 01-07-2021
Attachments: 20170208102358,postmaster@pd.millvillenj.gov,bounce-mc.us3_24573935.1438857-jeff.proffitt=pd.millvillenj.gov@mail253.atl221.rsgsv.n_6.eml; 20170209212906,Guardian Tracking hosting@guardian-tracking.com,_Profitt, Jeff (171)_jp171@pd.millvillenj.gov_7.eml; 20170209212906,Guardian Tracking hosting@guardian-tracking.com,_Profitt, Jeff (171)_jp171@pd.millvillenj.gov_12.eml; 20170102234558,_Matos, Shawn_ Shawn.Matos@pd.millvillenj.gov,_Babka, Vern_ Vern.Babka@pd.millvillenj.gov,_Bojaciuk, John_ John.Bo_1.eml; 20170105051119,Guardian Tracking hosting@guardian-tracking.com,_Profitt, Jeff (171)_jp171@pd.millvillenj.gov_1.eml; 20170105051119,Guardian Tracking hosting@guardian-tracking.com,_Profitt, Jeff (171)_jp171@pd.millvillenj.gov_2.eml; 20170105051933,Guardian Tracking hosting@guardian-tracking.com,_Profitt, Jeff (171)_jp171@pd.millvillenj.gov_2.eml; 20170105051933,Guardian Tracking hosting@guardian-tracking.com,_Profitt, Jeff (171)_jp171@pd.millvillenj.gov_3.eml; 20170110055703,Guardian Tracking hosting@guardian-tracking.com,_Profitt, Jeff (171)_jp171@pd.millvillenj.gov_3.eml; 20170110055703,Guardian Tracking hosting@guardian-tracking.com,_Profitt, Jeff (171)_jp171@pd.millvillenj.gov_4.eml; 20170112062609,postmaster@pd.millvillenj.gov,bounce-mc.us3_24573935.1426797-jeff.proffitt=pd.millvillenj.gov@mail253.suw18.rsgsv.ne_4.eml; 20170127070107,_Proffit, Jeffrey_ Jeffrey.Proffit@pd.millvillenj.gov,_Cills, Anthony_ Anthony.Cills@pd.millvillenj.gov_5.eml; 20170127082810,_Cills, Anthony_ Anthony.Cills@pd.millvillenj.gov,_Proffit, Jeffrey_ Jeffrey.Proffit@pd.millvillenj.gov_6.eml; 20170127111119,_Zadroga, Cindi_ Cindi.Zadroga@pd.millvillenj.gov,_Babka, Vern_ Vern.Babka@pd.millvillenj.gov,_Bojaciuk, John_ Joh_7.eml; 20170201030624,_Proffit, Jeffrey_ Jeffrey.Proffit@pd.millvillenj.gov,_Proffit, Jeffrey_ Jeffrey.Proffit@pd.millvillenj.gov_8.eml; 20170202015023,_Proffit, Jeffrey_ Jeffrey.Proffit@pd.millvillenj.gov,_Hoffman, Ross_ Ross.Hoffman@pd.millvillenj.gov_9.eml; 20170203063335,Guardian Tracking hosting@guardian-tracking.com,_Profitt, Jeff (171)_jp171@pd.millvillenj.gov_5.eml; 20170203063335,Guardian Tracking hosting@guardian-tracking.com,_Profitt, Jeff (171)_jp171@pd.millvillenj.gov_10.eml; 20170207152004,_Cranmer, Harry_ Harry.Cranmer@pd.millvillenj.gov,_Phillips, Michael_ Michael.Phillips@pd.millvillenj.gov,_Proffit_11.eml

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

One email was withheld due to it being an internal affairs complaint.

Withheld:

Fri 2/10/2017 8:15 AM

From: Proffit, Jeffrey Jeffrey.Proffit@pd.millvillenj.gov

Subject: I.A. Complaint

To: Loteck, Anthony <Anthony.Loteck@pd.millvillenj.gov>

Lt. Joseph P. Hoydis, Jr.
Investigations Bureau
Millville Police Department
856-825-7010 x 7327
856-207-6233
Joseph.hoydis@pd.millvillenj.gov

From: Joanna Webster <Joanna.Webster@millvillenj.gov>
Sent: Thursday, January 7, 2021 2:04 PM
To: Hoydis, Joseph <Joseph.Hoydis@pd.millvillenj.gov>
Cc: Hitchner, Jeanne <Jeanne.Hitchner@millvillenj.gov>; Burns, Laura <Laura.Burns@millvillenj.gov>; Sharron Ortiz <sharron.ortiz@millvillenj.gov>; Mercado, Wendy <Wendy.Mercado@millvillenj.gov>
Subject: Theo Karan 01-07-2021

Please see OPRA request attached from Theo Karan.

Please respond by January 14, 2021.

Thank you,

Joanna Webster
City of Millville
City Clerk's Office
12 South High St
Millville, NJ 08332
(856)825-7000 ext 7334
Joanna.webster@millvillenj.gov

The City of Millville is subject to the Open Public Records Act; any email sent or received may be subject to a records request.

Mercado, Wendy

From: postmaster@pd.millvillenj.gov
Sent: Wednesday, February 08, 2017 10:24 AM
To: bounce-mc.us3_24573935.1438857-jeff.profitt@pd.millvillenj.gov@mail253.atl221.rsgsv.net
Subject: Undeliverable: Public Servant Appreciation Day
Attachments: details.txt; Public Servant Appreciation Day (40.1 KB)

Delivery has failed to these recipients or groups:

jeff.profitt@pd.millvillenj.gov

The email address you entered couldn't be found. Please check the recipient's email address and try to resend the message. If the problem continues, please contact your helpdesk.

Diagnostic information for administrators:

Generating server: PD01-Exchange01.mpd.local

jeff.profitt@pd.millvillenj.gov

Remote Server returned '550 5.1.1 RESOLVER.ADR.RecipNotFound; not found'

Original message headers:

Received: from PD01-Exchange01.mpd.local (10.2.215.99) by PD01-Exchange01.mpd.local (10.2.215.99) with Microsoft SMTP Server (TLS) id 15.0.1130.7; Wed, 8 Feb 2017 10:23:57 -0500
Received: from mail01.pd.millvillenj.gov (10.2.215.102) by PD01-Exchange01.mpd.local (10.2.215.99) with Microsoft SMTP Server id 15.0.1130.7 via Frontend Transport; Wed, 8 Feb 2017 10:23:57 -0500
X-ASG-Debug-ID: 1486567432-07764b0edd2780a0006-NDW16X
Received: from mail253.atl221.rsgsv.net (mail253.atl221.rsgsv.net [198.2.139.253]) by mail01.pd.millvillenj.gov with ESMTP id Bw4jDdrUHOsnFsh3 for <jeff.profitt@pd.millvillenj.gov>; Wed, 08 Feb 2017 10:23:54 -0500 (EST)
X-Barracuda-Envelope-From: bounce-mc.us3_24573935.1438857-jeff.profitt@pd.millvillenj.gov@mail253.atl221.rsgsv.net
X-Barracuda-Effective-Source-IP: mail253.atl221.rsgsv.net [198.2.139.253]
X-Barracuda-Apparent-Source-IP: 198.2.139.253
DKIM-Signature: v=1; a=rsa-sha1; c=relaxed/relaxed; s=k1; d=mail253.atl221.rsgsv.net; h=Subject:From:Reply-To:To:Date:Message-ID:List-ID:List-Unsubscribe:Sender:Content-Type:MIME-Version; i=waynefoster=3Dopenbiblemillville.org@mail253.atl221.rsgsv.net; bh=8/hw1fDTjt21N67brUXQR43sKq8=; b=XLaz7BvPEHexofoBYNffDYM3rkeIPNOHnvi+9ntcyC4rSssTlZQlUodsAsOJGgfLMUdXCAd77Vv+uVBOTwC2oRaC0CDMawHElBEDaJdb/ElGBWw1AUZG990wd5iw4MSD1XO2SkPh5R16UbWabwceyde taJB5mhV+K83/AvQ+Lw=
Received: from (127.0.0.1) by mail253.atl221.rsgsv.net id hjcs0k174lg1 for <jeff.profitt@pd.millvillenj.gov>; Wed, 8 Feb 2017 15:23:52 +0000 (envelope-from <bounce-mc.us3_24573935.1438857-jeff.profitt@pd.millvillenj.gov@mail253.atl221.rsgsv.net>)
Subject: =?utf-8?Q?Public=20Servant=20Appreciation=20Day=C2=A0?=?

From: =?utf-8?Q?Open=20Bible=20Baptist=20Church?=
 <waynefoster@openbiblemillville.org>
 X-ASG-Orig-Subj: =?utf-8?Q?Public=20Servant=20Appreciation=20Day=C2=A0?=
 Reply-To: =?utf-8?Q?Open=20Bible=20Baptist=20Church?=
 <waynefoster@openbiblemillville.org>
 To: <jeff.profit@pd.millvillenj.gov>
 Date: Wed, 8 Feb 2017 15:23:52 +0000
 Message-ID:
 <35325b39f57d5797942047bce.2bf2e669aa.20170208152345.8fd68dc371.aed46c44@mail253.atl221.rsgsv.net>
 X-Mailer: MailChimp Mailer - **CID8fd68dc3712bf2e669aa**
 X-Campaign: mailchimp35325b39f57d5797942047bce.8fd68dc371
 X-campaignid: mailchimp35325b39f57d5797942047bce.8fd68dc371
 X-Report-Abuse: Please report abuse for this campaign here:
 http://www.mailchimp.com/abuse/abuse.phtml?u=35325b39f57d5797942047bce&id=8fd68dc371&e=2bf2e669aa
 X-MC-User: 35325b39f57d5797942047bce
 X-Feedback-ID: 24573935:24573935.1438857:us3:mc
 List-ID: 35325b39f57d5797942047bcemc list <35325b39f57d5797942047bce.502677.list-id.mcsv.net>
 X-Accounttype: ff
 List-Unsubscribe: <mailto:unsubscribe-mc.us3_35325b39f57d5797942047bce.8fd68dc371-2bf2e669aa@mailin1.us2.mcsv.net?subject=unsubscribe>,
 <http://myobbc.us3.list-manage.com/unsubscribe?u=35325b39f57d5797942047bce&id=f0f2df4965&e=2bf2e669aa&c=8fd68dc371>
 Sender: Open Bible Baptist Church
 <waynefoster@openbiblemillville.org@mail253.atl221.rsgsv.net>
 x-mcda: FALSE
 Content-Type: multipart/alternative;
 boundary="-----=_MCPart_1378024881"
 MIME-Version: 1.0
 X-Barracuda-Connect: mail253.atl221.rsgsv.net[198.2.139.253]
 X-Barracuda-Start-Time: 1486567434
 X-Barracuda-URL: https://10.2.215.102:443/cgi-mod/mark.cgi
 X-Barracuda-Scan-Msg-Size: 45343
 X-Virus-Scanned: by bsmtpd at pd.millvillenj.gov
 X-Barracuda-BRTS-Status: 1
 X-Barracuda-Spam-Score: 0.82
 X-Barracuda-Spam-Status: No, SCORE=0.82 using global scores of TAG_LEVEL=3.5
 QUARANTINE_LEVEL=1000.0 KILL_LEVEL=6.0 tests=HTML_MESSAGE, MIME_QP_LONG_LINE,
 MIME_QP_LONG_LINE_2
 X-Barracuda-Spam-Report: Code version 3.2, rules version 3.2.3.36383
 Rule breakdown below

pts	rule name	description
0.00	HTML_MESSAGE	BODY: HTML included in message
0.00	MIME_QP_LONG_LINE	RAW: Quoted-printable line longer than 76 chars
0.82	MIME_QP_LONG_LINE_2	RAW: Quoted-printable line longer than 76 chars

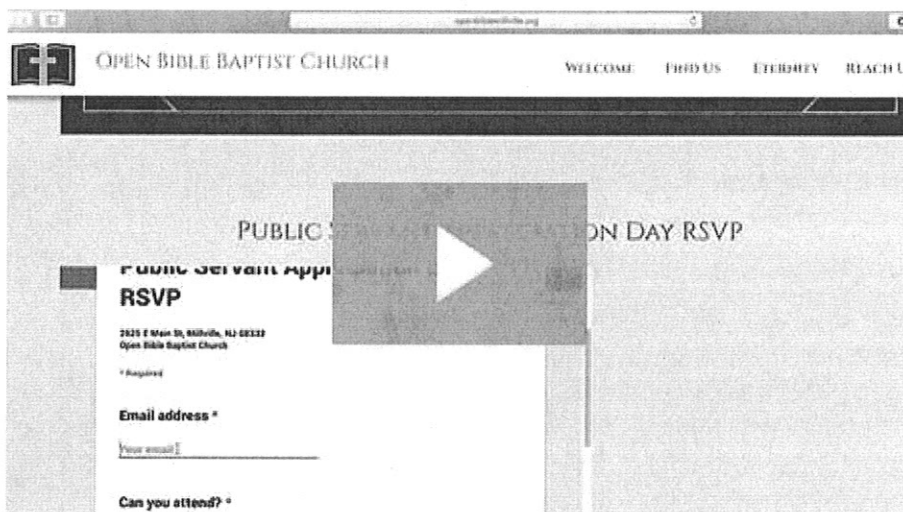
 Return-Path: bounce-mc.us3_24573935.1438857-
 jeff.profit@pd.millvillenj.gov@mail253.atl221.rsgsv.net

Mercado, Wendy

From: Open Bible Baptist Church
<waynefoster=openbiblemillville.org@mail253.atl221.rsgsv.net> on behalf of Open Bible Baptist Church <waynefoster@openbiblemillville.org>
Sent: Wednesday, February 08, 2017 10:24 AM
To: jeff.profit@pd.millvillenj.gov
Subject: Public Servant Appreciation Day

Please join us for Public Servant Appreciation Day, On February 26, at 11:00 A.M.

[View this email in your browser](#)



Open Bible Baptist Church 2625 E Main St, Millville, NJ - If you have any questions please contact Wayne Foster at (856) 417 - 4747 / waynefoster@openbiblemillville.org Thank you for taking time out of your busy schedule to view this, we would love to have you attend so we can show our appreciation for you.

P.S. Those Attending will be receiving special gifts, so please RSVP so we can have it prepared and presented to you. To RSVP you can simply go to openbiblemillville.org and sign up on the google form.



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Public Servant Appreciation Day

Our mailing address is:

Open Bible Baptist Church
2625 East Main Street, Millville, NJ, United States
Millville, NJ 08332

[Add us to your address book](#)

Want to change how you receive these emails?

You can [update your preferences](#) or [unsubscribe from this list](#)



Mercado, Wendy

From: Guardian Tracking <hosting@guardian-tracking.com>
Sent: Thursday, February 09, 2017 9:29 PM
To: Profitt, Jeff (171)
Subject: Attendance for You

Profitt, Jeff (171),

A new Guardian Tracking incident has been created for you. Attendance was created by Bojaciuk, John (165) on 2/9/2017.

Detail: <https://app.guardian-tracking.com/MillvillePD/Tracking/Incidents/View.mvc/3742>

Please do not reply to this email. It's automatically sent from Guardian Tracking by an unmonitored email box. If you would like to change which Guardian Tracking emails you receive, please log in and visit the Account tab.

Mercado, Wendy

From: Guardian Tracking <hosting@guardian-tracking.com>
Sent: Thursday, January 05, 2017 5:14 AM
To: Profitt, Jeff (171)
Subject: Attendance for You

Profitt, Jeff (171),

A new Guardian Tracking incident has been created for you. Attendance was created by Redden III, John (102) on 1/5/2017.

Detail: <https://app.guardian-tracking.com/MillvillePD/Tracking/Incidents/View.mvc/3501>

Please do not reply to this email. It's automatically sent from Guardian Tracking by an unmonitored email box. If you would like to change which Guardian Tracking emails you receive, please log in and visit the Account tab.

Mercado, Wendy

From: Guardian Tracking <hosting@guardian-tracking.com>
Sent: Thursday, January 05, 2017 5:22 AM
To: Profitt, Jeff (171)
Subject: Attendance for You

Profitt, Jeff (171),

A new Guardian Tracking incident has been created for you. Attendance was created by Redden III, John (102) on 1/5/2017.

Detail: <https://app.guardian-tracking.com/MillvillePD/Tracking/Incidents/View.mvc/3504>

Please do not reply to this email. It's automatically sent from Guardian Tracking by an unmonitored email box. If you would like to change which Guardian Tracking emails you receive, please log in and visit the Account tab.

Mercado, Wendy

From: Guardian Tracking <hosting@guardian-tracking.com>
Sent: Tuesday, January 10, 2017 5:57 AM
To: Profitt, Jeff (171)
Subject: Attendance for You

Profitt, Jeff (171),

A new Guardian Tracking incident has been created for you. Attendance was created by Redden III, John (102) on 1/10/2017.

Detail: <https://app.guardian-tracking.com/MillvillePD/Tracking/Incidents/View.mvc/3555>

Please do not reply to this email. It's automatically sent from Guardian Tracking by an unmonitored email box. If you would like to change which Guardian Tracking emails you receive, please log in and visit the Account tab.

Mercado, Wendy

From: postmaster@pd.millvillenj.gov
Sent: Thursday, January 12, 2017 6:26 AM
To: bounce-mc.us3_24573935.1426797-jeff.proffitt@pd.millvillenj.gov@mail253.suw18.rsgsv.net
Subject: Undeliverable: Public Servant Appreciation
Attachments: details.txt; Public Servant Appreciation (39.0 KB)

Delivery has failed to these recipients or groups:

jeff.proffitt@pd.millvillenj.gov

The email address you entered couldn't be found. Please check the recipient's email address and try to resend the message. If the problem continues, please contact your helpdesk.

Diagnostic information for administrators:

Generating server: PD01-Exchange01.mpd.local

jeff.proffitt@pd.millvillenj.gov

Remote Server returned '550 5.1.1 RESOLVER.ADR.RecipNotFound; not found'

Original message headers:

Received: from PD01-Exchange01.mpd.local (10.2.215.99) by PD01-Exchange01.mpd.local (10.2.215.99) with Microsoft SMTP Server (TLS) id 15.0.1130.7; Thu, 12 Jan 2017 06:26:09 -0500
Received: from mail01.pd.millvillenj.gov (10.2.215.102) by PD01-Exchange01.mpd.local (10.2.215.99) with Microsoft SMTP Server id 15.0.1130.7 via Frontend Transport; Thu, 12 Jan 2017 06:26:09 -0500
X-ASG-Debug-ID: 1484220364-07764b0edd22c7a0006-NDW16X
Received: from mail253.suw18.rsgsv.net (mail253.suw18.rsgsv.net [198.2.181.253]) by mail01.pd.millvillenj.gov with ESMTP id 1diRFZsOMWOWlfa for <jeff.proffitt@pd.millvillenj.gov>; Thu, 12 Jan 2017 06:26:07 -0500 (EST)
X-Barracuda-Envelope-From: bounce-mc.us3_24573935.1426797-jeff.proffitt@pd.millvillenj.gov@mail253.suw18.rsgsv.net
X-Barracuda-Effective-Source-IP: mail253.suw18.rsgsv.net [198.2.181.253]
X-Barracuda-Apparent-Source-IP: 198.2.181.253
DKIM-Signature: v=1; a=rsa-sha1; c=relaxed/relaxed; s=kl; d=mail253.suw18.rsgsv.net; h=Subject:From:Reply-To:To:Date:Message-ID:List-ID:List-Unsubscribe:Sender:Content-Type:MIME-Version; i=waynefoster=3Dopenbiblemillville.org@mail253.suw18.rsgsv.net; bh=EmClvlVRkvyvboDdnj/Y6MS0I7Y=; b=fqqDD4zTjDvai7I/6Kuvq1UZeBvVXNNwPFW5V4pWgtvLEmmh3pW3Eg87ozlT9HRB3j0yQ+ZNlXHg sOK5wlh7k4JF6FavrEzjZuyDrZJSKTMV1WiF6J0k3YGF4yqE7e9jyfrpKSuVopLqPSivpPW65UEn ZLonxMCNs0BW3Z3omi4=
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 To: <jeff.profit@pd.millvillenj.gov>
 Date: Thu, 12 Jan 2017 11:26:04 +0000
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 X-Barracuda-BRTS-Status: 1
 X-Barracuda-Spam-Score: 0.82
 X-Barracuda-Spam-Status: No, SCORE=0.82 using global scores of TAG_LEVEL=3.5
 QUARANTINE_LEVEL=1000.0 KILL_LEVEL=6.0 tests=HTML_MESSAGE, MIME_QP_LONG_LINE,
 MIME_QP_LONG_LINE_2
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 Rule breakdown below

pts	rule name	description
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0.00	MIME_QP_LONG_LINE	RAW: Quoted-printable line longer than 76 chars
0.82	MIME_QP_LONG_LINE_2	RAW: Quoted-printable line longer than 76 chars

Return-Path: bounce-mc.us3_24573935.1426797-
 jeff.profit@pd.millvillenj.gov@mail253.suw18.rsgsv.net

Mercado, Wendy

From: Cills, Anthony <Anthony.Cills@pd.millvillenj.gov>
Sent: Friday, January 27, 2017 8:28 AM
To: Proffit, Jeffrey
Subject: RE: (Please Call) Veronica Chainey

Ok thank you

From: Proffit, Jeffrey
Sent: Friday, January 27, 2017 7:01 AM
To: Cills, Anthony <Anthony.Cills@pd.millvillenj.gov>
Subject: (Please Call) Veronica Chainey

Cills,

Veronica Chainey would like for you to call her (856-974-4444) about a loud barking dog in her neighborhood. She called today 1/27/16 at about 6:30am.

- Proffit

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: *Nicole*

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

In Favor	Against	Abstain	Absent
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**

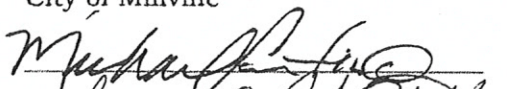
Any random drug testing administered by the Police Department shall maintain the privacy of an employee's personal information on view, sealed envelope and comply with all applicable law, notably the Americans with Disabilities Act and the Federal Confidentiality Act, as well as NJ General Guidelines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

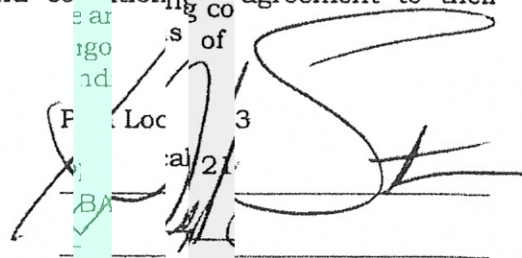
28. **ARTICLE XXV** entitled **DURATION**

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 to their respective bodies for ratification.

City of Millville



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)

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.

8. Effective January 1, 2018, the wage guide shall provide for a one (1.0%) percent increase to all steps of the wage guide. 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) 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.
9. Effective January 1, 2019, the wage guide shall provide for a one (1.0%) percent increase to all steps of the wage guide. 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) 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.
10. Wage increases shall only apply to employees covered by this contract on date of execution. Any employee who has terminated employment with the City prior to execution of the Agreement is not entitled to any benefits under this Agreement, including but not limited to salary increases or retroactive pay thereafter unless said termination resulted from a voluntary retirement of a City employee who is eligible to receive retirement benefits under the rules of the Police and Fireman's Retirement System (PFRS).
11. All employees shall be paid on a bi-weekly basis. Employees shall receive paychecks by direct deposit.
12. Step increases shall apply for the duration of this Agreement only. In the event a successor agreement is not reached prior to the expiration of this Agreement, no step movement shall take place.

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

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 provides 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 ~~Speetara~~ 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.

AGREEMENT

BETWEEN THE

CITY OF MILLVILLE

AND THE

MILLVILLE PBA LOCAL # 213

(THE COUNTY OF CUMBERLAND, NEW JERSEY)

January 1, 2007 through December 31, 2011

Draft 1/10/11
Execution Draft

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AGREEMENT

THIS AGREEMENT, is entered into and includes the terms of employment set forth in the Interest Arbitration Decision and Award issued on December 21, 2010 by James W. Mastriani, Arbitrator, under PERC Docket No. IA-2008-074 between the **CITY OF MILLVILLE**, hereinafter referred to as "Employer", and the **POLICEMEN'S BENEVOLENT ASSOCIATION, MILLVILLE LOCAL #213**, hereinafter referred to as "Employee";

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work, and certain other terms and conditions of employment;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other in respect to the Employees of the Employer recognized as being represented by the PBA as follows:

ARTICLE I

RECOGNITION

The Employer hereby recognizes the aforementioned PBA as the exclusive representative for all its Patrolmen (including Patrolmen periodically assigned as Detectives), but excluding anyone with the rank of Sergeant or above.

AGREEMENT

THIS AGREEMENT, is entered into and includes the terms of employment set forth in the Interest Arbitration Decision and Award issued on December 21, 2010 by James W. Mastriani, Arbitrator, under PERC Docket No. IA-2008-074 between the **CITY OF MILLVILLE**, hereinafter referred to as "Employer", and the **POLICEMEN'S BENEVOLENT ASSOCIATION, MILLVILLE LOCAL # 213**, hereinafter referred to as "Employee";

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ARTICLE I

RECOGNITION

The Employer hereby recognizes the aforementioned PBA as the exclusive representative for all its Patrolmen (including Patrolmen periodically assigned as Detectives), but excluding anyone with the rank of Sergeant or above.

ARTICLE II
MANAGEMENT RIGHTS

- A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to signing of the Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. To the executive management and administrative control of the City, its properties and facilities, and the activities of its employees, subject to the New Jersey Employer-Employee Relations Act;
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, assignment, promotion and to transfer employees or to provide for their dismissal, fine or suspension, or demotion all in accordance with applicable laws, regulations and terms of this agreement;
 3. To establish programs and objectives, including special programs, and to provide for all needs and services for residents of the City and persons who utilize City services, all as deemed necessary or advisable by the City limited only by the specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
 4. To decide upon the means and methods of providing all services, to provide for the selection of equipment, materials and the utilization thereof by City employees of every kind and

nature so long as same is within recognized safety standards;

5. To determine work schedules, the starting and ending hours of employment, and the duties, responsibilities, and assignments of employees with respect thereto limited only by the specific and express terms of this Agreement and so long as they are in conformance with the laws of the State of New Jersey and its Agencies; and
 6. To determine emergencies and the means or manner to cope therewith and to determine when said emergencies have terminated in accordance with any applicable regulations promulgated by any Federal, State, or County agency having jurisdiction over said emergency.
 7. To make, modify, adopt policies, rules, regulation, procedures in connection with the foregoing powers, rights and authority, subject to N.J.S.A. 34:13A-5.3, and fifteen (15) days prior notice to the PBA, except if, an emergent situation arises which requires immediate action by the City.
- B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations, procedures and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under any national, state, county or local laws, regulation, resolutions or ordinances.
- D. The City shall not discharge, discriminate or cause any unfavorable action in any way against any

employee for Union activities or for Union membership, as long as such activity does not in any way disrupt normal operations of the Police Department. The Union shall not discriminate or cause any unfavorable action in any way against any employee for failing to be a Union member.

- E. This Agreement shall not be changed or amended except by mutual agreement, reduced to writing and duly executed by the parties thereto.
- F. The parties to this contract agree that they shall not enter into any agreement or contract or negotiations with any individual or group of individuals pertaining to terms and conditions of employment which are outside of the scope of this contract. The parties further agree that any such extra contractual agreement shall be null and void.
- G. The City and its representatives agree not to meet with any other organization of individuals not authorized by the Union for the purpose of hearing or discussing views on negotiable working conditions, grievances or the terms and conditions of this Agreement.
- H. No employee may be dismissed, suspended or disciplined except in accordance with the rules and regulations of the New Jersey Department of Personnel and the laws of the State of New Jersey.
- I. The PBA shall be provided with a copy of the notice forwarded to the employee/member of his/her disciplinary hearing.

ARTICLE III

NO STRIKE

There shall be no strikes, work stoppages or slowdowns of any kind during the life of this Agreement. No officer or representative of Employee shall authorize, institute or condone any such activity.

The Employer shall have the right to take disciplinary action, including discharge, against any Employee participating in a violation of the provisions of this Article.

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) working 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) working 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) working days after presentation of that grievance at Step 1, he may file a formal written grievance with 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) working 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) working 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) working 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) 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) working days after the presentation of the grievance at Step 3, the matter may be 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 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 the 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.

ARTICLE V

SALARIES

1. During the term of this Agreement, Salaries shall be adjusted as follows:

January 1, 2007	3.0% increase of wages
January 1, 2008	3.0% increase of wages
January 1, 2009	3.0% increase of wages
January 1, 2010	3.0% increase of wages
January 1, 2011	0% increase of wages
July 1, 2011	3.0% increase of wages for Step 6 and Senior Officers* only.

*Senior Officers Senior Officer Rate applies only to Patrolmen who have completed twenty (20) years of service with the Department.

2. Effective January 1, 2011, the clothing allowance, court preparation pay and holiday pay shall be

eliminated. The dollar amounts of the clothing allowance, court preparation pay and holidays, shall be incorporated into base pay.

3. For the entire contract year 2011, salary steps one through five shall not receive an across the board increase. Employees eligible for step movement shall continue to receive an additional step pursuant to existing practice.

4. Steps six and Senior Officer pay shall remain frozen from January 1 through June 30, 2011. On July 1, 2011, the salary schedule for these steps alone shall be increased by 3.0%.

5. The salaries for all employees covered under this Agreement shall be as set forth on Exhibit "A" entitled Salary Schedule of this Agreement.

ARTICLE VI

LONGEVITY

SECTION 1

All Employees covered by this Agreement shall be entitled to and paid longevity payments and adjustments on their anniversary dates as follows:

<u>Years</u>	<u>Percentages</u>
5	3.25%
10	4.25%
15	5.25%
20	6.25%
25	7.25%

SECTION 2

The twenty-five (25) year longevity payment is to become effective upon the commencement of the employee's twenty-fifth (25th) year of service.

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hourly rate allowed for in the respective grant or grants without regard to their regular hourly rate or their regular overtime rate.

- (2) With respect to the rate of compensation for outside contractors such as the Millville Board of Education or private companies, the officer shall be entitled to the hourly rate set forth in the Ordinance adopted by the City of Millville for contracted off-duty employment without regard to their regular hourly rate or their regular overtime rate.
- (3) Hours worked under subsections (a) and (b) above shall not count as hours worked in excess of an employee's normal regularly scheduled work hours for the purpose of computing overtime with the City.

SECTION 3

All voluntary courses, training, and other non-college police related studies taken with the prior approval of the Chief of Police, shall be reimbursed in the form of compensatory time off on an hour-for-hour class basis, excluding regular shift hours and travel time.

SECTION 4

In the event an Employee is called to duty when he otherwise would have been off duty, he shall be compensated in accordance with Section 2 above, and the Employer guarantees that said Employee shall receive a minimum of three (3) hours pay or compensatory time (four and one-half hours as computed at the premium rate herein provided). The minimum three (3) hours guarantee does not apply to an early call in preceding the regular shift when said Employee continues to work into said shift or to hold over after a regularly scheduled shift.

ARTICLE VIII
RETENTION OF BENEFITS

Except as otherwise provided herein, 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.

The provision of all municipal ordinances and the resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length. It is understood that the provisions of this Article are subject to the provisions of State Law concerning referenda.

ARTICLE IX
LEGAL AID

In accordance with N.J.S.A. 40A:14-155 and 40A:14-28 whenever an Employee covered by this Agreement is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of Police powers in the furtherance of his official duties, the Employer shall provide said Employee with the necessary means for the defense of such action or proceeding. In the event that an Employee utilizes counsel other than that supplied by the Employer, the fees and costs shall be agreed upon by the attorney and the employer prior to the attorney performing such services.

The above does not apply for the defense of an Employee in a disciplinary proceeding instituted against him by the Employer or in criminal proceeding instituted as a result of a complaint on behalf of the

Employer. If any such disciplinary or criminal proceeding instituted by or on complaint of the Employer shall be dismissed or finally determined in favor of the Employee, he shall be reimbursed for the expense of his defense.

ARTICLE X

DISCRIMINATION OR COERCION

There shall be no discrimination, interference, or coercion by the Employer or any of its agents against the Employees represented by the PBA because of membership or activity in the PBA. The PBA or any of its agents shall not intimidate or coerce Employees into membership. Neither the Employer nor the PBA shall discriminate against any Employee because of race, creed, color, age, sex, or national origin.

ARTICLE XI

SAVINGS CLAUSE

In the event that any Federal or State Legislation, governmental regulation or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall negotiate concerning any such invalidated provisions.

ARTICLE XII

HOLIDAYS

SECTION 1

All members of the bargaining unit shall receive on or about the first of December a cash payment of one hundred twenty-eight (128) hours of straight time base pay for sixteen (16) holidays, listed below, provided however, no officer shall receive pay for a holiday unless he shall have worked either his scheduled shift immediately prior to said holiday or his scheduled shift immediately after said holiday. In the event an Officer fails to work either his scheduled shift immediately prior to a holiday or his scheduled shift after said holiday, his holiday pay shall be reduced by eight (8) hours. One of the above holidays shall be the Employee's birthday unless same is on the date of the observed holiday, in which event he shall timely designate a date of his choice. Holidays which fall within five (5) or more consecutive days of an employee's accumulated time, personal days, designated days (D-days), or vacation days (combination), any one such day shall be forfeited for that holiday.

The holidays referred to above are:

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

SECTION 2

At the Employee's option, an Employee may elect to take compensatory time off in lieu of and at the same rate as cash payment for his holidays, provided, however, that the Employee shall first request such compensatory time off from the Chief of Police, who in his reasonable discretion, shall schedule the time off so as to least interfere with the efficient operation of the Millville Police Bureau. An employee who elects, pursuant to this Section 2, to either take the whole holiday off or part thereof may do so by requesting eight (8) hours of holiday leave.

SECTION 3

Employees shall receive their holiday pay in a separate check.

Effective January 1, 2011, separate holiday pay will be eliminated. The employee's holiday pay will be incorporated into their base salary and Sections 1, 2 and 3 of this Article shall be eliminated.

SECTION 4

All employees shall receive twenty-four (24) hours of Personal Leave Time off per year which may be used by said Employee for any reason. Personal Leave Time is subject to prior approval as established by policies of the Millville Police Bureau so as to not interfere with the operation of said Bureau. Personal Leave Time off is not cumulative. New Employees will have Personal Leave Time pro-rated according to the time served at the rate of eight (8) hours of Personal Leave Time for every four (4) months of service.

SECTION 5

All Employees shall receive twenty-four (24) hours working time off in the event of a death in the Employee's immediate family. The immediate family is defined as a spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and other close relatives residing with the employee, provided the employee has filed a written notice with the personnel office prior to the event of death. Regarding family members other than those specified, any authorized time off shall be chargeable as sick days. All time off provided under this Section shall be non-cumulative.

SECTION 6

In the event the City adopts a "rotation schedule", days referred to as designated days or "D" days may be accumulated to a maximum of forty (40) hours off to be taken upon the timely request of the Employee with the approval of the shift supervisor subject to the review of management. The Employer will incur no overtime liability for any hours worked to arrange any accumulation of "D" days. The Employer reserves the right to change the present schedule, but the Employer will effect no change which could eliminate accumulated "D" days in accordance with this Section.

ARTICLE XIII

MEDICAL AND DENTAL BENEFITS

SECTION 1

The Employer shall continue to provide full medical and hospitalization coverage for all members of the bargaining unit, in accordance with the coverages in effect as of December, 1993, under the City

of Millville IDA Self Insured Hospitalization Plan, which provides coverages comparable to the New Jersey Blue Cross and Blue Shield PACE coverages, which were in effect prior to the implementation of the City's self-insured plan, or at the employee's option, an HMO plan of equal coverage. The City agrees that the coverages provided hereunder will include all coverages mandated by law of the State of New Jersey. Such coverages shall be at no cost to the employee for the employee only portion of the chosen coverage. In addition, the City shall pay 100% of the premium cost for said member's dependents if the employee is enrolled in the City of Millville IDA Self Insured Hospitalization Plan. Further, an employee may enroll himself/herself and his/her dependents in an HMO Plan. In the event the employee enrolls his/her dependents in an HMO Plan and the cost of the HMO coverage is greater than the cost of the City self-insured plan for employee and family coverage, the employee shall pay the difference to the City. The City of Millville Self Insurance Plan provides for the following:

- A. A Major Medical Deductible of \$200 for individuals -
A Major Medical Deductible of \$400 for a family
- B. Mandatory Second Surgical Opinion
- C. Pre-Admission Review

The Employer may, at its option, change any of the existing insurance providers or carriers providing such benefits so long as comparable benefits are provided to the employees and their dependents. The Employer further reserves the right, at its option, to self-insure any of the such plans or coverages so long as comparable benefits are provided to the employees and their dependents. The

City will provide thirty (30) days prior notice to the PBA of the date the change will become effective for the purpose of review and comparison of all benefit and coverage levels, usual and customary rates and deductible charges. At the time of notice of change to the PBA, the City will provide the Master Plan documents for both the current plan and the proposed new plan.

Effective January 1, 2010, the above language under this Section shall be eliminated and replaced with the following:

- A. Hospitalization and Medical Care. The City shall provide a comprehensive Health Benefit Program including hospitalization, medical treatment, major medical coverage, surgical fees and all of the benefits which are currently included in the City of Millville Health Benefit Program at the date of this Agreement, for the employee and his family. An overview of the current Health Insurance Plan is described on Exhibit "B" of this Agreement.
- B. Employees shall only be permitted to enroll in the type of coverage for which the employee is eligible.
- C. All employees have the option of electing a specific health benefit plan from the Health Insurance Plans offered by the City. Except as provided in Section F below, the "primary plan" (Currently Plan A on Exhibit "B"), shall be provided to all eligible employees and eligible dependents without any premium cost paid by the employee. If an employee selects any of the other plans offered (Plans B and C on Exhibit "B"), the employee shall pay the premium cost differential between the primary plan and the plan the employee selected.

SECTION 2

Prescription Plan

All employees shall be covered by the Prescription Plan presently in force for all City employees, which is a Ten (\$10.00) Dollar Co-Pay for Name Brand Drugs and Zero (\$00) Co-Pay for Generic Drug Prescriptions.

Effective January 1, 2010, the City shall provide a Co-Pay Prescription Plan for the individual and his family subject to the Co-Payments listed on Exhibit "B."

Optical Plan

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

SECTION 3

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 4

The Employer shall provide dental insurance under the current plan through the Horizon Blue Cross/Blue Shield New Jersey Plan for all members of the bargaining unit and their dependents, or

the same coverage from another provider.

Said Program or the same coverage from another provider will be supplemented, at the expense of the Employer by an addendum to provide coverage for orthodontia care for Employees and their dependents. The maximum claim amount for employees and dependents shall be \$1500.00.

Effective January 1, 2010, The City shall provide a Dental Insurance Program, which includes all of the benefits which are currently included in the Dental Insurance Plan, at the date of this Agreement, for the employee and his family.

SECTION 5

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).

Effective January 1, 2010, 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 of current employees.

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 5.

For the purposes of this Section, it is intended that retirees are to receive the same health care benefits being received by the active current employees of the City NOT the benefits which were in effect when the employee retired. The retirees shall continue to pay to the City the Cost Contribution which was in effect when the employee retired.

SECTION 6

Employees who can certify other health care coverage through a spouse's employment may elect to

opt-out of coverage and receive a payment of One Thousand Five Hundred (\$1,500.00) Dollars per annum pro-rated for the period of time each year that coverage does not apply to the employee. Checks for opting out will be issued in four (4) quarterly installments. In the event the designated covered spouse dies, terminates employment, or should the marriage be dissolved by divorce, or should there be a marital separation, the non-designated spouse shall once again become covered and the One Thousand Five Hundred (\$1,500.00) Dollar payment shall be prorated. Any employee who has elected to opt-out of coverage, may re-enroll in the health care plan by giving the City thirty (30) days prior written notice of his/her desire to re-enroll in the plan. The payment on One Thousand Five Hundred (\$1500.00) Dollars shall be prorated for the period the employee was not covered by the City Plan.

Effective January 1, 2010, an employee who can certify other health care coverage through a spouse's employment may elect to opt-out of coverage and receive a payment of Three Thousand (\$3,000) dollars per annum prorated for the period of time each year that coverage does not apply to the employee. Checks for opting out will be issued in four (4) quarterly installments. In the event the designated covered spouse dies, terminates employment, or should the marriage be dissolved by divorce, or should there be a marital separation, the non-designated spouse shall once again become covered and the Three Thousand (\$3,000) Dollar payment shall be prorated. An employee who has elected to opt-out of coverage, may re-enroll in the health care plan by giving the City thirty (30) days prior written notice of his/her desire to re-enroll in the plan. The payment of Three Thousand (\$3,000) Dollars shall be prorated for the period the employee was not covered by the City Plan.

SECTION 7

In the event a husband and wife are both employed by the City, Health Care Insurance Coverages provided hereunder shall be afforded to only one designated spouse with the other spouse covered as a family member. The non-designated spouse shall receive a payment of \$1,500 per annum in lieu of coverage. Checks for this payment will be issued in four (4) quarterly installments. In the event the designated covered spouse dies, terminates employment or should the marriage be dissolved by divorce, or upon written certification by an employee of marital separation, the non-designated spouse shall once again become covered and the \$1,500 payment shall be prorated. This provision shall not apply to a husband and wife employed by the City prior to July 1, 1996 who are both presently being covered. The intent of this provision is to grandfather such coverages afforded prior to July 1, 1996.

Effective January 1, 2010, in the event a husband and wife are both employed by the City, Health Care Insurance Coverages provided hereunder shall be afforded to only one designated spouse with the other spouse covered as a family member. The non-designated spouse shall receive a payment of \$3,000 per annum in lieu of coverage. Checks for this payment will be issued on or about December 1st of each calendar year. In the event the designated covered spouse dies, terminates employment, or should the marriage be dissolved by divorce, or upon written certification by an employee of marital separation, the non-designated spouse shall once again become covered and the \$3,000 shall be prorated.

SECTION 8

Effective January 1, 2005, increases in premiums for health insurance premiums for all coverages shall, except for individual single person coverage, be shared by the City and the employee on a 50/50 basis subject to a maximum contribution by each employee of \$500.00 per year. The base premium cost shall be the current cost for coverage for the calendar year 2004. .

Effective January 1, 2008, the City agrees to pay 100% of the costs of the Millville Health Benefit Program insurance coverages for the individual employee only (i.e. Single Person Coverage). Employees may elect to secure Millville Health Benefit Program 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 periods. An Employee's payments for his/her cost shall or providing the health insurance plans which covers the employee's eligible spouse and/or dependent(s) (i.e., Husband/Wife, Parent/Child, or Family Coverage) will be in the form of weekly, equal payroll deductions.

ARTICLE XIV

VACATIONS

A. 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 15th - 19th year	200 hours annually
Beginning of 20+ years	240 hours annually

B. All full-time employees employed on January 1st shall be entitled to annual paid vacation leave as provided above. Annual paid vacation leave shall be credited at the advance of each calendar year in anticipation of continued employment, based on the employee's years of continuous service. Continued employment shall mean employment without interruption due to death, retirement, resignation or removal. Paid vacation leave shall not accrue after the last day of employment, nor shall it accrue during a leave of absence without pay or during a suspension without pay. An employee who terminates employment before the end of the calendar year shall reimburse the City for paid vacation days used in excess of his or her pro-rated and accumulated vacation entitlements.

C. Vacation shall be scheduled in advance by employees in accordance with Department procedures. Vacation time must be taken in no less than one-half (2) day increments. Vacation allowance may be taken

at such time as permitted by the Chief or his designee unless the Chief determines that it cannot be taken because of pressure of work. Normally, vacations shall be scheduled by Sergeants with the approval of the Lieutenant in Charge and/or Captain of Police taking seniority into consideration as to preference.

D. An employee's annual vacation allowance may be carried over for one succeeding year provided that at no time can more than two year's annual vacation allowance be so accumulated. Carried over vacation allowance not taken at the expiration of the succeeding calendar year shall be lost.

ARTICLE XV

SCHOOLING

SECTION 1

Each member of the Bureau will receive an annual increment of Fourteen (\$14.00) Dollars for each college credit hour earned. All credits earned up to the signing of the 1978 Agreement shall be covered by the "Grandfather clause", whereby all employees will continue to enjoy all benefits previously agreed.

Upon the present employee reaching the minimum requirement of thirty (30) credits, that said employee shall not be reimbursed again for college credits until attaining an additional thirty (30) credits. Each increment step thereafter shall be reached by attainment of an additional thirty (30) credits. The maximum college credits which can be earned under this Article are one hundred twenty (120) college credits.

The courses of study are to include: Political Science, Psychology, Sociology, Criminal Justice (Law Justice), Police Science, or any other program by LEEP or the City of Millville leading to a degree.

Increments for college credits will be adjusted quarterly on January 1, April 1, July 1, and October 1.

SECTION 2

The Employer shall reimburse all Employees who attend police school outside of Cumberland County for meals, up to the amounts listed below, tolls while attending police school, and shall reimburse for mileage in accordance with the IRS rate for that year. In lieu of mileage reimbursement for use of the Employee's vehicle, the Employer may, at its option, supply a safe City vehicle for Employee's use in such instances as may be required by this Article.

Meal Allowance: The City shall reimburse all Employees for meals in accordance with the provisions of City of Millville Resolution No. A-842, or as amended, for overnight travel. In all other eligible instances, the meal allowance shall be Ten (\$10.00) Dollars.

SECTION 3

The Chief of Police shall post notices of all available schools or seminars for all members of the department.

ARTICLE XVI

SICK LEAVE AND INJURY LEAVE

(A) SICK LEAVE

SECTION 1. Service Credit for Sick Leave.

- A. All employees shall be entitled to sick leave with pay as specified hereunder.
- B. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family seriously ill and requiring the presence of such employee. For the purpose of these rules, "member of the immediate family" is interpreted as meaning, father, mother, husband, wife, child, sister, brother or other near relative residing in the employee's residence.

SECTION 2. Amount of Sick Leave.

- A. The minimum sick leave with pay shall accrue to a full-time employee on the basis of eight (8) hours per month during the remainder of the first calendar year of employment after initial appointment; and one hundred and twenty (120) working hours in every calendar year thereafter at the beginning of each calendar year in anticipation of continued employment.
- B. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for such purpose.
- C. (i) Employees shall receive compensation for accrued unused sick hours upon retirement

at the rate of seventy (70%) percent of the total accrued unused sick hours up to a maximum payment of Twelve Thousand (\$12,000.00) Dollars.

(ii) "Retirement," for purposes of this Article, shall mean the termination of the employee's active service with a retirement allowance granted and paid under the provisions of the Act creating the Police and Fireman's Retirement System of New Jersey.

(iii) Any member of the bargaining unit who files his retirement papers, or who resigns from employment with the City of Millville Police Bureau shall be paid for all accumulated compensatory time.

Any sum so due under this Section 3(c), part (i), (ii), and (iii), shall upon the death of a unit member, be paid to a designee named by the unit member, or to his Estate if no designee has been named.

- D. An employee who terminates employment before the end of the calendar year shall reimburse the City for paid working days in excess of his or her prorated and accumulated sick leave entitlements.

SECTION 3. Reporting of Absence on Sick Leave.

- A. If an employee is absent for reasons that entitle him to sick leave, he/she shall make an immediate report to the commanding officer and, if unable to contact the commanding officer, shall report to the desk officer in person or by telephone. If unable to report, a relative or other responsible person shall notify the commanding officer or desk officer of all pertinent facts, either in person or by telephone. These reporting requirements may be

modified or changed from time-to-time by an order or directive of the Chief of Police. The latest order or directive of the Chief of Police shall be the controlling procedure.

- B. Employees, when sick or injured, shall be responsible for notifying their supervisors as to their places of confinement or any subsequent change in their places of confinement.
- C. Employees taken sick or injured on duty shall report the facts to their commander and shall remain on duty until relieved, unless excused by a superior officer. The only exception to this rule would be where the sickness or injury is disabling to the point of preventing compliance.
- D. Employees who absent themselves in an improper manner shall be subject to disciplinary action being preferred against them in accordance with Departmental Regulations.
- E. For employees assigned to the Patrol Division, absence without notice for five(5) consecutive work days shall constitute a resignation not in good standing.

SECTION 4. Verification of Sick Leave.

- A. For employees assigned to the Patrol Division, an employee who shall be absent on sick leave for five (5) or more consecutive working days or totaling more than fifteen (15) working days in one calendar year, may be required to submit acceptable medical evidence substantiating the illness from a physician acceptable to the Employer.

The Employer may also require a physician's certificate for illnesses whenever such requirement seems reasonable and further may adopt such other sick leave verification procedures as it may deem appropriate.

Furthermore, the Employer may require an employee to be examined by an Employer-designated physician at the expense of the Employer.

- B. In case of a leave of absence due to exposure to contagious disease, a Certificate from the Department of Health may be required prior to the employee's return to work. Any cost incurred for such certification shall be borne by the Employer.
- C. The Employer may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined, at the expense of the Employer, by a physician designated by the Employer. The sole purpose of such examination shall be to establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health or safety of other employees.

SECTION 5. Incentive for Non-Use of Sick Leave

On or about January 1 of each year, employees who did not take any sick leave during the previous calendar year may, at their option, sell back to the City up to forty (40) accumulated sick leave hours at their rate of pay as of December 31 of the previous calendar year. Payment will be made on or before January 31st.

On or about January 1 of each year, employees who used only twelve (12) hours of sick leave during the previous calendar year may, at their option, sell back to the City up to twenty-four (24) accumulated sick leave hours at their rate of pay as of December 31 of the previous calendar year. Payment will be made on or before January 31st.

(B) INJURY LEAVE

The Employer shall continue the Injury Leave Policy consistent with NJSA 40A: 14-137.

If an employee is incapacitated and unable to work because of an injury sustained in the performance of his police duties, as evidenced by a Certificate of an Employer-designated physician or other doctor acceptable to the Employer, he shall be granted in addition to his annual sick leave with pay or any accumulations thereof, leave of absence with pay for a period of three hundred sixty five (365) days or so much thereof as may be required, as evidenced by Certificate of an Employer-designated or accepted physician, but not longer than a period of which worker's compensation payments are allowed.

If at the end of such three hundred sixty five (365) day period the employee is unable to return to duty, a Certificate from the Employer-designated or accepted physician shall be presented, certifying to this fact, and the employee may elect, if he or she so desires, to use all or any part of the sick leave accumulated to supplement compensation payments so that the combined compensation payments and sick leave and allowance will approximate the employee's regular basic wage or salary payment.

During the period in which the full salary or wages of any employee on disability leave is paid by the City of Millville, any workers 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.

Whenever the Employer-designated physician or physician acceptable to the Employer shall report in writing that the employee is fit for duty, such disability leave shall terminate and such employee shall forthwith report for duty.

Furthermore, an employee during the period of his disability may be assigned a temporary work assignment known as Transitional Duty in accordance with the provision of the City of Millville Ordinance No. 31-2001.

Employees on job-related disability leave and authorized to return from said leave on Transitional Duty are required to report same to the Chief of Police.

Any employee on injury leave resulting from injury while on duty shall continue to accrue sick leave credits while he remains on the payroll.

ARTICLE XVII

CLOTHING ALLOWANCE AND MAINTENANCE

SECTION 1

All clothing allowance and maintenance allowance hereinafter set forth shall be the annual amount.

The clothing allowance shall be paid in two equal installments on January 10th and August 15th.

The clothing maintenance allowance shall be paid in one installment on August 15th.

SECTION 2

The Detectives shall receive a clothing allowance in each year of seven hundred fifty (\$750.00) dollars.

SECTION 3

All Employees shall receive a clothing maintenance allowance in each year under this Agreement

as follows:

2007	\$675
2008	\$675
2009	\$675
2010	\$675

Effective January 1, 2011, the City shall eliminate the clothing maintenance allowance for each year and \$675 shall be incorporated into the employee's base pay.

ARTICLE XVIII
COURT APPEARANCES

Employees (including retirees who are called back to testify on an active case) shall be compensated for all court appearances when said appearances would be required when an Employee would otherwise be off duty. Said appearance shall be compensated at the following rates for each appearance.

Municipal Court	\$45.00
County Court, Grand Jury, Motor Vehicles, ABC, and other required Agency Hearings	\$75.00
Federal Court	\$75.00

In the event any officer is required to stay in Municipal Court in excess of four continuous hours, then he/she shall receive an additional payment of the Municipal Court stipend. Such payment must be authorized and approved by Municipal Court personnel. (Judge, Prosecutor, Clerk)

For the purposes of this Article, a court appearance shall be defined as attendance at any one court for any one case unless a police officer is subpoenaed to attend two or more cases in any one court. However, if the subpoenas are for different times and one or more is A.M. and one or more is P.M., then each would be considered a separate appearance.

Mileage shall be reimbursed by the Employer in accordance with the provisions of Article XV, Section 2, for any required Court appearance outside of Cumberland County.

Each Police Officer who is a member of the bargaining unit shall receive an annual adjustment to his/her salary in the amount of Two Hundred Fifty (\$250.00) Dollars. This adjustment is to compensate for

off-duty preparation for court appearances. All employees are expected to appear in court with a thorough knowledge of his case and prepared to testify in detail.

The above mentioned court preparation adjustment shall be paid on or about the first or second pay period of January of each year.

Effective January 1, 2011, the above mentioned court preparation adjustment shall be eliminated and \$250 will be incorporated into the employee's base salary.

ARTICLE XIX

ASSOCIATION RIGHTS

SECTION 1

The Employer agrees to grant time off with pay to the duly authorized representatives of the PBA to attend any state or national convention of such organization. A certificate of attendance to the State or National convention shall be submitted by the representative so attending. The time off granted shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention.

SECTION 2

With the approval of the Chief of Police, the Employer shall grant the Local PBA President the right to attend to local PBA business as long as it does not interfere with Department operations.

ARTICLE XX
MISCELLANEOUS

SECTION 1

All personal items of Employees covered herein that are damaged, destroyed or lost through active pursuit in the line of duty, which are not covered by insurance, shall be replaced by the Employer, subject to Employee submitting a report for said claim, together with a voucher, subject to a maximum reimbursement of Two Hundred Fifty (\$250.00) Dollars per item. Misaid or misplaced items are not covered by this Section.

SECTION 2

Inoculation shots will be made available to all Employees covered herein at the City of Millville designated occupational/medical health facility.

SECTION 3

Employees certified to carry weapons shall have the option to carry a Department-approved back-up hand gun, at the Employee's expense, after qualifying with such a weapon.

SECTION 4

- (a) All employees are subject to Law Enforcement Drug Screening Guidelines as promulgated by the New Jersey Department of Law and Public Safety, Division of Criminal Justice.
- (b) In consultation with the Association, the City may institute a reasonable drug and alcohol testing policy.
- (c) In the event it is determined that an Employee has a drug or alcohol related problem, said

employee shall undergo such counseling and/or therapy as the City deems necessary.

- (d) The cost of such counseling and/or therapy shall be borne by the City.
- (e) Should such counseling and/or therapy require release time from work, the Employee shall suffer no loss of pay.
- (f) In the event that a drug or alcohol related problem should reoccur in an Employee who has successfully completed counseling and/or therapy for a similar previous problem, said Employee shall be dismissed.

SECTION 5

The procedures for PBA dues deductions and agency shop fees shall be in accordance with Appendix A, attached hereto and made a part hereof.

ARTICLE XXI

PRORATION OF BENEFITS

1. Employment. During the first calendar year of employment, proration shall occur only as outlined in other articles of this contract.
2. Termination. Upon termination of employment, vacation leave, sick leave and personal leave shall be prorated on the basis of the number of full months employed. Death or State approved retirement shall not be considered termination and will not result in proration of sick leave and personal leave but will result in proration for vacation leave in accordance with Article XIV (B).
3. Suspensions. All suspensions shall be imposed on a work day basis, as heretofore. During any

suspension period in excess of twenty-nine (29) work days, vacation leave and annual clothing maintenance shall be prorated on the basis of the number of thirty (30) work day periods of suspension served.

4. Leave of Absence Without Pay. During any leave of absence without pay in excess of twenty-nine (29) work days, vacation leave, sick leave, personal leave, and annual clothing maintenance allowance shall be prorated on the basis of the number of thirty (30) work day periods of leave taken.

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 of Six Hundred (\$600.00) Dollars per annum. This annual stipend represents two (2) hours pay a week at a rate of \$5.76 an 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 the rate of \$5.76 an 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.

ARTICLE XXIII

DURATION

A. This Agreement shall be in full force and effect as of January 1, 2007 and shall remain in effect to and including December 31, 2011.

B. The parties agree that negotiations for a successor agreement modifying, amending, or altering the terms and provisions of this Agreement shall commence no later than one hundred and twenty (120) days prior to the date on which this collective bargaining Agreement is to expire. At least three (3) negotiation sessions must take place before either party can file for Interest Arbitration with the Public Employee Relations Commission (PERC). The term of this Agreement and all practices shall remain in full force and effect until said successor agreement is reached.

SIGNATURES APPEARING ON NEXT PAGE

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 21 day of June, 2011.

Attest:

Susan G. Robostello
Susan Robostello, City Administrator

CITY OF MILLVILLE

By:

Timothy Shannon
Timothy Shannon, Mayor

MILLVILLE P.B.A. LOCAL # 213

By:

Steve Jones

APPENDIX^X A

DUES DEDUCTION and AGENCY SHOP

- A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- B. A check-off shall commence for each employee who signs an authorization card, supplied by the Association and verified by the City's Chief Financial Officer during the month following the filing of such card with the City.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the City written notice thirty (30) days prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.
- D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the City Clerk.
- E. Any such written authorization may be withdrawn at any time by filing of notice of such withdrawal with the City Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e as amended.
- F. The City agrees to deduct the fair share fee from the earnings of those employees who elect

not to become members of the Association and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Employment Relations Commission.

H. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the City.

J. Prior to January 1st and July 31st of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the City and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

K. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the

appeal.

L. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the City, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deductions.

EXHIBIT "A"

SALARY SCHEDULE

	Current	1/1/07	1/1/08	1/1/09	1/1/10	1/1/11	7/1/11
Step 1	\$30,081	\$30,983	\$31,912	\$32,870	\$33,856	\$36,920	\$36,920
Step 2	\$36,243	\$37,330	\$38,450	\$39,603	\$40,791	\$44,281	\$44,281
Step 3	\$45,260	\$46,617	\$48,016	\$49,456	\$50,940	\$55,054	\$55,054
Step 4	\$51,421	\$52,963	\$54,552	\$56,189	\$57,874	\$62,415	\$62,415
Step 5	\$53,477	\$55,081	\$56,733	\$58,435	\$60,188	\$64,932	\$64,932
Step 6	\$59,183	\$60,958	\$62,787	\$64,670	\$66,610	\$71,688	\$73,838
Senior Officer*	\$61,683	\$63,533	\$65,439	\$67,402	\$69,424	\$74,675	\$76,915

*Senior Officer Rate applies only to Patrolmen who have completed twenty (20) years of service with the Department.

Detective Assignment Allowance - \$600 per annum

K-9 Unit Assignment Allowance - \$600 per annum

For all salary adjustments and longevity payments, 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 the first (1st) day of the following month if he/she commences employment after the fifteenth (15th) day of the month of hire.

EXHIBIT "B"

Horizon Blue Cross Blue Shield

PLAN A Direct Access Plan (15, 16, 17)

In-Network: Primary Office Visit Copay \$10
Specialist Office Visit Copay \$15
Lifetime Maximum Unlimited

Out-of-Network: Deductible \$200 individual/\$400 family
Coinsurance 80%
Out-of-pocket \$2,000 individual \$4,000 family
Lifetime Maximum \$5,000

PLAN B Direct Access Plan (12, 13,14)

In-Network: Primary Office Visit Copay \$10
Specialist Office Visit Copay \$15
Lifetime Maximum Unlimited

Out-of-Network: Deductible \$300 individual/\$900 family
Coinsurance 70%
Out-of-pocket \$5,000 individual/\$15,000 family
Lifetime Maximum \$5,000,000

PLAN C Direct Access Plan (09, 10,11)

In-Network: Primary Office Visit Copay \$2
Specialist Office Visit Copay \$0
Lifetime Maximum Unlimited

Out-of-Network: Deductible \$1,000 individual/\$3,000 family
Coinsurance 70%
Out-of-pocket \$10,000 individual/\$30,000 family
Lifetime Maximum \$5,000,000

Prescription Program

Retail Copays: \$10 brand/ \$0 generic
Mail Order Copays: \$5 brand/\$0 generic

New Prescription Program:

Prescription Co-pays including mail order to become: \$20 brand/ \$10 generic

Any contributions that an employee has made pursuant to the statutory requirement to pay 1.5% of base salary towards health insurance contributions shall be included or credited in the calculation of any costs payable by an officer as a result of the health insurance award. Further, any employee contributions required by the above shall be included in any calculation towards any statutory obligation rather than in addition to any statutory obligation.

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GRUCCIO, PEPPER, De SANTO & RUTH, P.A.
817 LANDIS AVENUE, VINELAND, NEW JERSEY 08360

Mercado, Wendy

From: Guardian Tracking <hosting@guardian-tracking.com>
Sent: Friday, February 03, 2017 6:34 AM
To: Profitt, Jeff (171)
Subject: Attendance for You

Profitt, Jeff (171),

A new Guardian Tracking incident has been created for you. Attendance was created by Redden III, John (102) on 2/3/2017.

Detail: <https://app.guardian-tracking.com/MillvillePD/Tracking/Incidents/View.mvc/3721>

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Mercado, Wendy

From: Cranmer, Harry <Harry.Cranmer@pd.millvillenj.gov>
Sent: Tuesday, February 07, 2017 3:20 PM
To: Phillips, Michael; Proffit, Jeffrey; Sharretts Jr, Kenneth
Cc: Reynolds, Rich; Zadroga, Cindi
Subject: Copy of DL

Please submit a copy of your Driver's License to Traffic Safety ASAP.

Thank You,
Lt. H. Cranmer

Mercado, Wendy

From: Guardian Tracking <hosting@guardian-tracking.com>
Sent: Thursday, February 09, 2017 9:29 PM
To: Profitt, Jeff (171)
Subject: Attendance for You

Profitt, Jeff (171),

A new Guardian Tracking incident has been created for you. Attendance was created by Bojaciuk, John (165) on 2/9/2017.

Detail: <https://app.guardian-tracking.com/MillvillePD/Tracking/Incidents/View.mvc/3742>

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Mercado, Wendy

From: Matos, Shawn <Shawn.Matos@pd.millvillenj.gov>
Sent: Monday, January 02, 2017 11:46 PM
To: Babka, Vern; Bojaciuk, John; Butschky, John; Calchi, Michael; Chard Jr, Albert; Delfinado, Antonio; Dixon, Joseph; Ferrer, Nelson; Gomez, Johnathan; Hall, Kimberly; Harris, Jonathon; Heger, Carl; Hipsley, Adam; Hough, Bryce; Jones, Anthony; LaBonne, Joseph; Lazarcheck, William; Levick, Kevin; Lopez, Angel; Moore, Bradley; Morales, Emanuel; Orndorf, Bryan; Phillips, Gavin; Phillips, Michael; Proffit, Jeffrey; Ramos, Ricardo; Redden, John; Reeves, Michelle; Rehmann, Timothy; Reynolds, Rich; Rodriguez, Michael; Runkle, Robert; Satero, Jennifer; Scott, Shawn; Sharretts Jr, Kenneth; Shipley, Catherine; Smith, Joshua; Stadnick III, William; Trejo, Israel; Twigg, Charles; Williams, Ryan; Zadroga, Cindi
Cc: Cranmer, Harry
Subject: New Incoming vehicles/assignments

Ladies and Gentlemen,

This email is to clarify the assignments of the new vehicles. There have been rumors/talk that Officers are already putting "dibs" on a certain vehicle or just saying that they will take the vehicle because of seniority/preference. When the vehicles are ready to be released to patrol they will be assigned to the Officer that was previously assigned to that vehicle. Example: If I was previously assigned to 920 then I will be assigned to the new 920. There will **NOT** be any jumping from assigned vehicles to a new vehicle based on seniority, vehicle preference or any other circumstance unless authorized by a supervisor. Also, when a new vehicle is assigned to an Officer, be aware that you may be asked to not drive it for a shift and drive an older vehicle as to put more miles on older vehicles and to let newer ones rest. This practice will eventually aid in replacing older Crown Vic's and Chargers (as some have well over 100k miles) and keep the new cars low on miles/usage so they last longer. Also to note that when an Officer is assigned to a new vehicle and that specific Officer is off that day, the new vehicle will **NOT** be utilized unless authorized by a supervisor. Again this practice will be to ensure the new vehicles are not being constantly used in a 24 hr period. **NO CARS ARE TO BE LEFT RUNNING UNLESS AUTHORIZED BY A SUPERVISOR!!** This includes parking out back for an extended period of time completing reports. That's why we have a report room for. If you feel you can't get your report done because of lack of computers in the back, let supervisor know and we will make one available for you. From what I'm being told the new vehicles are being equipped with a system that will automatically start/shut off the vehicle when it senses the battery low. This will allow for the videos to upload without killing the battery or stop uploading due to power loss in vehicle.

Everyone will eventually get a new vehicle as the old ones are placed out of service and replaced with new vehicles. Please have patience in this process and just remember that when it's your assigned vehicle's time to go and be replaced, you will have the new vehicle. As of this date no new vehicles have been put in service. Unless ordered by a supervisor, do not utilize them. I hope this clears things up for everyone.

Matos #144

Mercado, Wendy

From: Guardian Tracking <hosting@guardian-tracking.com>
Sent: Thursday, January 05, 2017 5:14 AM
To: Profitt, Jeff (171)
Subject: Attendance for You

Profitt, Jeff (171),

A new Guardian Tracking incident has been created for you. Attendance was created on 1/5/2017.

Detail: <https://app.guardian-tracking.com/MillvillePD/Tracking/Incidents/View.m>

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Mercado, Wendy

From: Guardian Tracking <hosting@guardian-tracking.com>
Sent: Thursday, January 05, 2017 5:22 AM
To: Profitt, Jeff (171)
Subject: Attendance for You

Profitt, Jeff (171),

A new Guardian Tracking incident has been created for you. Attendance was created by Redden III, John (102) on 1/5/2017.

Detail: <https://app.guardian-tracking.com/MillvillePD/Tracking/Incidents/View.mvc/3504>

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Mercado, Wendy

From: Guardian Tracking <hosting@guardian-tracking.com>
Sent: Tuesday, January 10, 2017 5:57 AM
To: Profitt, Jeff (171)
Subject: Attendance for You

Profitt, Jeff (171),

A new Guardian Tracking incident has been created for you. Attendance was created by Redden III, John (102) on 1/10/2017.

Detail: <https://app.guardian-tracking.com/MillvillePD/Tracking/Incidents/View.mvc/3555>

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Mercado, Wendy

From: Proffit, Jeffrey <Jeffrey.Proffit@pd.millvillenj.gov>
Sent: Friday, January 27, 2017 7:01 AM
To: Cills, Anthony
Subject: (Please Call) Veronica Chainey

Cills,

Veronica Chainey would like for you to call her (856-974-4444) about a loud barking dog in her neighborhood. She called today 1/27/16 at about 6:30am.

- Proffit

Mercado, Wendy

From: Zadroga, Cindi <Cindi.Zadroga@pd.millvillenj.gov>
Sent: Friday, January 27, 2017 11:11 AM
To: Babka, Vern; Bojaciuk, John; Butschky, John; Calchi, Michael; Chard Jr, Albert; Delfinado, Antonio; Dixon, Joseph; Ferrer, Nelson; Gomez, Johnathan; Hall, Kimberly; Harris, Jonathon; Hipsley, Adam; Hough, Bryce; Jones, Anthony; LaBonne, Joseph; Lazarcheck, William; Levick, Kevin; Lopez, Angel; Menz, Tyler; Moore, Bradley; Morales, Emanuel; Nero, John; Orndorf, Bryan; Phillips, Gavin; Phillips, Michael; Proffit, Jeffrey; Ramos, Ricardo; Reeves, Michelle; Rehmann, Timothy; Rodriguez, Michael; Runkle, Robert; Satero, Jennifer; Scott, Shawn; Sharretts Jr, Kenneth; Shipley, Catherine; Smith, Joshua; Stadnick III, William; Trejo, Israel
Cc: Zadroga, Ed; Twigg, Charles; Starcher, Brian; Reynolds, Rich; Redden, John; McLaughlin, Kevin; Hoydis, Joseph; Heger, Carl; Cranmer, Harry; Matos, Shawn
Subject: Items left in patrol car

Upon review of vehicle inspections sheets, I notice that comments are being left describing, trash, food and paperwork being left in the vehicle. It is not the oncoming shifts job to decipher what items are important or trash. Please remove all paperwork, trash and food from vehicles at the end of your shift. If spot checks are conducted and items are located, the previous officer that utilized that vehicle will be responsible. Also there SHOULD NOT be any TRO's or NCIC/DMV paperwork left in the vehicle. It is a violation of NCIC rules and could result in discipline.

Thank you,

Sgt. C. Zadroga #153

Hitchner, Jeanne

From: Proffit, Jeffrey <Jeffrey.Proffit@pd.millvillenj.gov>
Sent: Thursday, February 2, 2017 1:50 AM
To: Hoffman, Ross
Subject: Info for Facebook Post

Lt. Hoffman,

On 2/2/16 at 1:30am, while working dispatch, I received a call from a male about a posting on the MPD Facebook page. The male stated that he saw the posting for a shoplifting suspect and knows who is. He stated that it is Anthony S. Harris (§ 87(2)(b)) advised Sgt. Heger of this info and he instructed me to send you an e-mail. Below I have attached a photo of Harris from our Law Soft file and a photo of the MPD Facebook post.

- Profitt #171





Suggest Edits

Create a Page

March 11th 2017

Discussion Panels 10:00am to 4:00pm

Free Admission

YES!

YOUTH EMPOWERMENT SUMMIT



Mercado, Wendy

From: Guardian Tracking <hosting@guardian-tracking.com>
Sent: Friday, February 03, 2017 6:34 AM
To: Profitt, Jeff (171)
Subject: Attendance for You

Profitt, Jeff (171),

A new Guardian Tracking incident has been created for you. Attendance was created by Redden III, John (102) on 2/3/2017.

Detail: <https://app.guardian-tracking.com/MillvillePD/Tracking/Incidents/View.mvc/3721>

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Mercado, Wendy

From: Mercado, Wendy
Sent: Tuesday, January 12, 2021 3:33 PM
To: 'opra+request-19461-9050b157@requests.opramachine.com'
Cc: Hitchner, Jeanne; Burns, Laura; Sharron Ortiz; Joanna Webster
Subject: FW: Theo Karan 01-07-2021
Attachments: 20170208102358,postmaster@pd.millvillenj.gov,bounce-mc.us3_24573935.1438857-jeff.proffitt=pd.millvillenj.gov@mail253.atl221.rsgsv.n_6.eml; 20170209212906,Guardian Tracking hosting@guardian-tracking.com,_Profitt, Jeff (171)_jp171@pd.millvillenj.gov_7.eml; 20170209212906,Guardian Tracking hosting@guardian-tracking.com,_Profitt, Jeff (171)_jp171@pd.millvillenj.gov_12.eml; 20170102234558,_Matos, Shawn_ Shawn.Matos@pd.millvillenj.gov,_Babka, Vern_ Vern.Babka@pd.millvillenj.gov,_Bojaciuk, John_ John.Bo_1.eml; 20170105051119,Guardian Tracking hosting@guardian-tracking.com,_Profitt, Jeff (171)_jp171@pd.millvillenj.gov_1.eml; 20170105051119,Guardian Tracking hosting@guardian-tracking.com,_Profitt, Jeff (171)_jp171@pd.millvillenj.gov_2.eml; 20170105051933,Guardian Tracking hosting@guardian-tracking.com,_Profitt, Jeff (171)_jp171@pd.millvillenj.gov_2.eml; 20170105051933,Guardian Tracking hosting@guardian-tracking.com,_Profitt, Jeff (171)_jp171@pd.millvillenj.gov_3.eml; 20170110055703,Guardian Tracking hosting@guardian-tracking.com,_Profitt, Jeff (171)_jp171@pd.millvillenj.gov_3.eml; 20170110055703,Guardian Tracking hosting@guardian-tracking.com,_Profitt, Jeff (171)_jp171@pd.millvillenj.gov_4.eml; 20170112062609,postmaster@pd.millvillenj.gov,bounce-mc.us3_24573935.1426797-jeff.proffitt=pd.millvillenj.gov@mail253.suw18.rsgsv.ne_4.eml; 20170127070107,_Proffit, Jeffrey_ Jeffrey.Proffit@pd.millvillenj.gov,_Cills, Anthony_ Anthony.Cills@pd.millvillenj.gov_5.eml; 20170127082810,_Cills, Anthony_ Anthony.Cills@pd.millvillenj.gov,_Proffit, Jeffrey_ Jeffrey.Proffit@pd.millvillenj.gov_6.eml; 20170127111119,_Zadroga, Cindi_ Cindi.Zadroga@pd.millvillenj.gov,_Babka, Vern_ Vern.Babka@pd.millvillenj.gov,_Bojaciuk, John_ Joh_7.eml; 20170201030624,_Proffit, Jeffrey_ Jeffrey.Proffit@pd.millvillenj.gov,_Proffit, Jeffrey_ Jeffrey.Proffit@pd.millvillenj.gov_8.eml; 20170202015023,_Proffit, Jeffrey_ Jeffrey.Proffit@pd.millvillenj.gov,_Hoffman, Ross_ Ross.Hoffman@pd.millvillenj.gov_9.eml; 20170203063335,Guardian Tracking hosting@guardian-tracking.com,_Profitt, Jeff (171)_jp171@pd.millvillenj.gov_5.eml; 20170203063335,Guardian Tracking hosting@guardian-tracking.com,_Profitt, Jeff (171)_jp171@pd.millvillenj.gov_10.eml; 20170207152004,_Cranmer, Harry_ Harry.Cranmer@pd.millvillenj.gov,_Phillips, Michael_ Michael.Phillips@pd.millvillenj.gov,_Proffit_11.eml; Response - Theo Karen 1-12-2021.pdf

Please see response to OPRA request dated January 7, 2021.

Wendy Mercado
City of Millville
City Clerk's Office
12 South High Street
Millville NJ 08332
Wendy.mercado@millvillenj.gov

The City of Millville is subject to the Open Public Records Act; any email sent or received may be subject to a records request.