

CITY OF MILLVILLE

COMMISSIONERS

LISA M. ORNDORF, MAYOR
Director of Public Affairs
JOSEPH SOOY, VICE MAYOR
Director of Revenue & Finance
BENJAMIN J. ROMANIK
Director of Parks & Public Property
C. KIRK HEWITT
Director of Public Safety
ROBERT W. MCQUADE, JR.
Director of Public Works



"A MAIN STREET NEW JERSEY COMMUNITY"

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P.O. BOX 609
MILLVILLE, NEW JERSEY 08332

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

OFFICERS

RAYMOND COMPARI
Administrator
JEANNE PARKINSON
City Clerk
MARCELLA SHEPARD
Chief Financial Officer
TRACEY GREGOIRE
Tax Collector
BRIAN P. ROSENBERGER
Tax Assessor

Date: 9/28/22

To: IAFF 4434 Wildwood Crest Rescue

See below in response to your OPRA request received by the City Clerk's Office on 9/27/22 (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)).

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.
- ☐ 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.
- ___ 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.

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

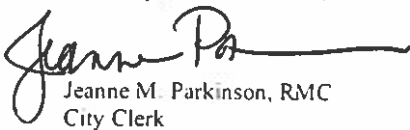
If you feel the City has neglected to provide what you have requested, or any part thereof, or if you believe there is some legal authority that supports your position, please notify us and we will be happy to reconsider our response or denial of access as the case may be.

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.

Sincerely,


Jeanne M. Parkinson, RMC
City Clerk

Respond 10/4/22

Due 10/6/22

Mercado, Wendy

From: Jeanne Parkinson
Sent: Tuesday, September 27, 2022 12:24 PM
To: Mercado, Wendy
Subject: FW: OPRA request - agreement of contract between city and EMS

Please process.

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

From: iaff 4434 wildwood crest rescue <opra+request-35570-fd7d106e@requests.opramachine.com>
Sent: Tuesday, September 27, 2022 11:41 AM
To: Jeanne Parkinson <Jeanne.Parkinson@millvillenj.gov>
Subject: OPRA request - agreement of contract between city and EMS

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: Good morning, we are requesting a copy of the agreement of services between Millville city and EMS.

Yours faithfully,

iaff 4434 wildwood crest rescue

Please use deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-35570-fd7d106e@requests.opramachine.com

Is Jeanne.Parkinson@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/agreement_of_contract_between_ci_2

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

C. City Clerk

AGREEMENT

Between

THE CITY OF MILLVILLE

A Municipal Corporation of the State of New Jersey

&

Emergency Medical Services

Represented by

NEW JERSEY FIREFIGHTERS MUTUAL BENEVOLENT ASSOCIATION

FMBA LOCAL 363

An Employee Representative

January 1, 2022 through December 31, 2025

AGREEMENT

This Agreement dated July 19, 2022 by and between the City of Millville, a municipal corporation of the State of New Jersey, hereinafter referred to as the "City" and the New Jersey Firefighters Mutual Benevolent Association Local 363, Millville, NJ, hereinafter referred to as the "FMBA". The City and the FMBA shall together be hereinafter referred to as the "parties".

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 City recognized as being represented by the FMBA as follows

ARTICLE ONE PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968, and as amended (N.J.S.A. 34:13A-5.1, etc.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the City and the employees; to prescribe the rights and duties of the City and the employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interests of the people of the City of Millville and its employees and the City.

It is the intention of the parties that this Agreement be construed in harmony with the Rules and Regulations of the New Jersey Civil Service Commission, Chapter 303 of the Laws of 1968, and as amended, the Statutes of the State of New Jersey, the Ordinances of the City of Millville, and the Rules and Regulations of the Fire Department, but no Ordinance of the City or Rules and Regulations of the Department shall amend or alter any agreed upon term of this Contract.

ARTICLE TWO RECOGNITION

Section 1. The City recognizes the FMBA as the sole and exclusive representative of those certain employees of the Fire Department of the City of Millville for the purpose of collective negotiations concerning wages, salaries and other terms and conditions of employment. For the purposes of this Agreement, Public Employment Relations Commission dated March 10, 2021, as authorized by the New Jersey Employer Employee Relations act of 1968, and as amended as follows:

All emergency medical technicians and senior medical technicians employed by the City of Millville Fire Department; but excluding all non-supervisory firefighters, all paid firefighters, fire chief, the emergency medical service supervisor, managerial executives, confidential employees, police employees, professional, craft employees, and all other employees employed by the City of Millville.

ARTICLE THREE MANAGEMENT RIGHTS

The FMBA and employees recognize that there are certain functions, responsibilities and management rights exclusively reserved to the City. All of the rights, power and authority possessed by the City prior to the signing of this Agreement are retained exclusively by the City. Subject to the terms of this agreement, it is the right of the City through and by the Director of Public Safety and any of his/her designated representatives to determine the standards of service to be offered by its employees; determine the standards of selection of employment; direct its employees, take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operations; determine the amount of overtime to be worked; determine the methods, means and personnel by which its operations are to be conducted; determine the content of work assignments, schedule the hours; take all necessary actions to carry out its mission in emergencies; purchase the service of others, contract or otherwise; exercise complete control and discretion over its organization and the technology of performing its work, and to make reasonable and binding rules and regulations which shall not be inconsistent with this Agreement and State Law.

ARTICLE FOUR NO-STRIKE PLEDGE

Section 1. The FMBA covenants and agrees that during the term of this Agreement, neither the FMBA nor any member or person acting in its behalf will cause, authorize or support any strike (e.g., the concerted failure to report for duty, or willful absence of any employees from their positions, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the City. The FMBA agrees that such action would constitute a material breach of this Agreement.

Section 2. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.

Section 3. The FMBA will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout, or other job action against the City.

Section 4. Nothing contained in this Agreement shall be construed to limit or restrict the City in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the FMBA or its members.

ARTICLE FIVE 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. The employee shall submit his/her grievance in writing within ten (10) business days after the occurrence of the grievance, in duplicate, to the FMBA Representative, who in turn shall forthwith file one (1) copy with the Chief EMT and said Employee and FMBA Representative shall forthwith attempt to settle the matter of the grievance with said Chief EMT. Failure to file his/her grievance in writing as aforesaid shall bar the Employee from any right to proceed further with any grievance. A decision thereon shall be rendered in writing by the Chief EMT within ten (10) business days after receipt of the grievance.

If the grievance is filed in writing as hereinabove provided, and the matter taken up between the Employee and FMBA Representative and the Chief EMT fails to produce amicable settlement of the matter, the grievance shall then proceed to Step 2.

Step 2. If no adjustment has been reached at Step 1, then within ten (10) business days after the conclusion of Step 1, the FMBA Representative shall take the matter up with the City Administrator and every effort shall be made to reach a mutually satisfactory solution. A decision thereon shall be rendered by the City Administrator within ten (10) business days after receipt of the grievance.

Step 3. If no solution can be reached, the FMBA Representative shall within ten (10) business days immediately following the disposition of the grievance at Step 2, take the matter up with the Director of Public Safety in an endeavor to adjust it amicably. A decision thereon shall be rendered by the Director of Public Safety, in writing, within fifteen (15) business days after receipt of the grievance.

Step 4. In the event the grievance is not resolved at Step 3, either party may, within twenty (20) business days refer the matter to impartial binding arbitration.

The failure to answer will be deemed a denial and the grievance can proceed to the next Step. Failure to refer the matter to the next step within the time frames set forth above shall be deemed to be an acceptance of the determination and an abandonment of the grievance. Either party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the FMBA and the City. The selection of the arbitrator shall be in accordance with the procedures set forth by the rules and regulations of the Public Employment Relations Commission.

The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and such rules and regulations as may be in effect by the Civil Service Commission of the State of New Jersey which might be pertinent, and render his/her award in writing, which shall be final and binding. The cost of the arbitrator's fee shall be shared equally by the City and the FMBA unless the FMBA elects to withdraw the grievance, in which case any fees of the arbitrator shall be borne by the FMBA. In the event of a settlement of the grievance after the filing for arbitration but before the arbitration takes place, any arbitrator fees incurred will be incorporated in the settlement of the grievance as will be determined by the parties. Any representative or officer of the FMBA required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose and any witness purpose of disposing of any grievance or arbitration matter.

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.

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

Only the City or the FMBA may remove and present a grievance to arbitration.

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 EMT or his/her designee so as to assure compliance with City Policy and/or philosophy.

Section 2. 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 SIX SALARIES

Employee salaries shall be paid as follows:

- a. Effective January 1, 2022, the wage schedule shall increase as is set forth in the schedule attached hereto as Exhibit "A" and made a part hereof.
- b. The City may establish a "Senior EMT" position if deemed necessary.
- c. Wages are calculated on an hour for hour basis in accordance with the FLSA.

ARTICLE SEVEN HOURS AND OVERTIME

Section 1. For the purpose of this Agreement, a tour of duty shall consist of a 12 consecutive hour work period. The city has a managerial prerogative to hire personnel to work a flexible schedule to meet departmental needs. Flexible full-time positions shall be scheduled on a voluntary or least seniority basis as determined by Chief EMT with approval of Director of Fire and Chief of Fire.

Section 2. For the purposes of the articles of this contract, a tour of duty presently consists of a twelve-four (12) hour period (the Work Schedule). The specific starting hour and ending hour of the shift shall be determined by the City. The EMS acknowledges and agrees that the City has a managerial prerogative to change the Work Schedule. In the event the City of Millville establishes an alternative Work Schedule other than the current twelve-four (12) hour employees to such new shifts as equitably as possible. The City may change to a different Work Schedule so long as thirty (30) days' notice is given prior to any Work Schedule change. If the City, in accordance with this section changes the Work Schedule, the City and the Association agree to meet at least thirty (30) days prior to said change to negotiate the conversion of vacation, sick leave, holidays and personal leave and other employment benefits which are currently calculated on the basis of a Forty-two (42) hour Work Schedule to an appropriate amount under the new Work Schedule. In the event the parties cannot reach agreement as to the conversion of benefits, the City may nevertheless proceed to implement the new Work Schedule and the unresolved issues shall be presented to Arbitration under the rules of the Public Employment Relations Commission.

Section 3. Full-time employees shall be assigned to permanent day, night or power shift platoons. Full-time employees shall be scheduled by seniority. If any permanent shifts become open, management shall post such opening to all full-time employees. Such posting shall remain in place for at least 14 calendar days to allow all full-time employees to bid for such shifts. Thereafter, the shift shall be filled from a written request to Chief EMT or designee by a full-time or newly hired full-time employee.

Section 4. Overtime during the regularly scheduled work week will be paid in accordance with the FLSA. Furthermore, overtime for full-time employees will be paid at time and one-half the regular rate of pay for:

Hours worked will be credited in 15 minute increments.

No employee will work more than 18 consecutive hours be it voluntary or otherwise, unless in the course of providing patient care.

All full-time employees of the City must consider the City as their primary employer. As such, they must be available and able to perform all of the duties of their position as required by the City.

No overtime shall be worked unless approved prior to being worked by the Chief EMT or designee.

Section 5. The use of compensatory time shall be requested in writing by an employee to the Chief EMT or designee. The request shall be granted so long as the employee's absence does not unduly disrupt the operations of the EMS Division. Response to requests shall be made within 10 calendar days from the date of request.

Section 6. Full-time employees scheduled to work prearranged overtime on their scheduled day off shall receive a minimum of two hours pay at the applicable rate.

In the event that an employee is called to duty when he/she otherwise would have been off duty, and the City guarantees that said Employee shall receive a minimum of one (1) hour pay. The minimum one (1) hour 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.

Section 7. Overtime shall be offered, as equitably as practicable to all employees, but in all instances at the discretion of the Chief EMT or their designee. Seniority shall be used when applicable. Assignment of overtime shall be by a rotation list. A rotation list shall be maintained in order to assist the department in achieving an equitable distribution of overtime hours if practicable. Division policy shall determine who shall call for overtime.

Overtime, whenever possible, be scheduled seven days prior to the day of the open spot. When called for overtime, the employee shall have 10 minutes to respond. No response indicates the employee is refusing the overtime. Overtime needed within 24 hours, employees shall have 5 minutes to respond. No response indicates the employee is refusing the overtime. A second round of calls may be made if the positions are not filled to avoid mandating.

Employees who are unavailable to work because of already being scheduled or within their required rest period will not be considered for overtime, regardless if their names are on the rotation list. Employees accepting the work time must be available to work a minimum of six hours, unless the overtime offered is less than six hours.

The caller using the rotation list will call the names on the list in order of appearance, and that employee shall have the right of first refusal for the overtime. If no response, the caller will proceed to the next name on the list. Any employee who accepts overtime, but later becomes unable to report for duty, must notify the workstation as far in advance as practicable but in any case, at least three hours before the shift starts.

Any full-time employee who accepts overtime and fails to cancel or report for duty shall be removed from the rotation list for a period of three months for the first offense. A full-time employee who fails to report a second time in a 12-month period shall be removed from the rotation list for six months. The above sanctions for full-time employees failing to honor overtime duty shall be in addition to the existing right of Management to discipline employees for failure to report for duty.

The City reserves the right to call employees as needed in emergency or extraordinary circumstances.

ARTICLE EIGHT RETENTION OF BENEFITS

With respect to matters not covered by this Agreement, except for changes provided for by law, the City will not seek to diminish or impair during the term of this Agreement, any benefit, privilege provided by law, rule or regulation for employees without prior notice to the FMBA, and when appropriate, without negotiations with the FMBA, provided, however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the City by the Management Rights Clause of this Agreement.

ARTICLE NINE NONDISCRIMINATION OR COERCION

There shall be no discrimination, interference, or coercion by the City or any of its agents against the Employees represented by the FMBA because of membership or activity in the FMBA. The FMBA or any of its agents shall not intimidate or coerce Employees into membership.

The City and the FMBA agree that each provision of this Agreement shall equally apply to all covered employees and that there shall be no harassment or intimidation of, interference with or illegal discrimination against any employee because of age, sex, race, creed, skin color, national origin, nationality, ancestry, marital or civil union status, disability, handicap, genetic information, affectional or sexual orientation, gender identity and expression, blood trait, political activity, United States or State Armed Services activity. Harassment shall also include sexual harassment.

All references to employees in this Agreement refer to both sexes and wherever the male gender is used, it shall be construed to include both male and female employees.

ARTICLE TEN 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 ELEVEN ADMINISTRATIVE DAYS OFF

Section 1. All employees shall receive thirty-six (36) hours of duty time off per year which may be used by said employee for any reason. These personal hours of duty time off may be taken by the employee on an hour for hour basis, however, all such personal hours off are subject to prior approval as established by policies of the Millville Fire Department so as to not interfere with the

operation of the Department. Requests for use of administrative time shall not be unreasonably denied. These personal hours of duty time off are not cumulative and must be used in the calendar year or are forfeited. New employees will have these personal hours of duty time off pro-rated according to the time employed at the rate of one hour of duty for each four (4) months of completed service.

Section 2. All Employees shall receive thirty-six (36) hours 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, and grandparents. Regarding family members other than those specified, any authorized days off shall be chargeable as sick days. All days off provided under this Section shall be non-cumulative.

The period during which an employee may take bereavement leave shall commence upon notification of death and shall terminate the day following interment. To be eligible for use of any funeral leave days, the Employee must provide evidence of the attendance at the funeral service of the decedent.

ARTICLE TWELVE HEALTH BENEFIT PROGRAM

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 coverage for which the employee is eligible.

Effective January 1, 2023, or as soon thereafter as is practicable, the base plan to be offered to employees by the City shall be the Direct 15 Plan.

Section 2. Prescription Plan. The City presently provides a Co-Pay Prescription Plan for employees and dependents through Benecard. 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 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. 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 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 \$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 such 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 coverage is provided.

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 28, 2011 or \$600 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 EMT 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.

1. Retirement Benefits After Twenty-five Years of Service with the City.

Upon the full time Employee's retirement, after he or she has had twenty-five (25) years of service with the City of Millville, said Employee and spouse shall be entitled to the following health benefit package: medical and hospital insurance, prescription plan, dental

insurance coverages and optical insurance coverage. These health benefits shall be provided at the expense of the Employer subject to any required retiree contributions under Chapter 78 or as otherwise required under Section 6 of this Article and the following terms and conditions:

Maximum of thirteen (13) years.

When said retired employee obtains full time employment having comparable health care benefits, the medical and hospital insurance, prescription plan, dental plan and optical plan provided by the City shall be permanently terminated.

When the retired employee becomes eligible for Medicare benefits, those benefits shall become primary coverage, with the medical and hospital insurance and prescription plan provided by the City being secondary coverage. The spouse of the retired employee shall continue to have medical and hospital insurance coverage and prescription plan provided by the City until the spouse becomes eligible for Medicare, subject of course to the a forementioned conditions. If the employee or spouse becomes eligible for Medicare benefits, those benefits shall become primary coverage for the prescription drugs, and the City agrees to provide insurance coverage for that portion which is not covered by Medicare, subject to the co-payment requirements set forth in Section 2 .

When said retired Employee obtains full time employment having comparable health care benefits, the medical and hospital insurance, prescription plan, dental plan and optical plan provided by the City shall be permanently terminated.

When the retired Employee becomes eligible for Medicare benefits, those benefits shall become primary coverage, with the medical and hospital insurance and prescription plan provided by the City being secondary coverage. The spouse of the retired employee shall continue to have medical and hospital insurance coverage and prescription plan provided by the City until the spouse becomes eligible for Medicare subject of course to the aforementioned conditions. If the employee or spouse becomes eligible for Medicare benefits, those benefits shall become primary coverage for the prescription drugs, and the City agrees to provide insurance coverage for that portion which is not covered by Medicare, subject to the co-payment requirements set forth in Section 1.B.

2 . Disability Plan.

The Employer shall enroll in the State Disability Insurance Plan. The City of Millville shall be responsible for the Employer's share of the premium contribution and each individual employee shall be responsible for the employee's share of the disability insurance premium.

3 . Retiree Benefits.

Retirees entitled to benefits under Sections 2, 3, and 4 above shall receive the same healthcare benefits being received by the active current employees of the City NOT the benefits which are in effect when they retired. The retirees shall continue to pay to the City an amount computed

in accordance with the Cost Contribution Formula which was included in the contract which was in effect when the employee retired. Thus, if an employee was contributing 1.5% of his/her pensionable wages as a cost contribution for their health benefits, the retiree shall continue to pay the same amount they were paying at the time of the retirement for the same level of coverage.

All retirees shall pay a cost contribution for Health Insurance Plan coverages according to the provisions of P.L. 2011, Chapter 78, Pension and Health Benefits Reform Law adopted June 28, 2011.

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. For Retirees subject to Chapter 78, their contribution is withheld from their PERS pension check.

ARTICLE THIRTEEN VACATIONS

Section 1. Full-time employees shall receive the following annual vacation leave with pay, except as otherwise provided:

- a. 10 hours for each month up to one year of continuous service.
- b. 120 hours after one year and up to 9 years of continuous service.
- c. 168 hours beginning tenth year and up to fourteen years of continuous service.
- d. 210 hours after fifteen years of continuous service.

"Continuous service" shall include all authorized leaves of absences but shall exclude prior service for those employees who have voluntarily resigned or have been terminated from employment. This provision may be waived on a case-by-case basis upon mutual agreement between the City and FMBA.

Vacation leave shall be taken in six-hour increments only.

For subsections b. through d., employees shall be credited with one full year of service for their first year of service for vacation purposes. For example, an employee hired on August 1, 2020, would move from subsection c. (120 hours) to subsection d. (168 hours) on January 1, 2030.

SKH
~~No more than two employees per platoon may be off at the same time for any scheduled leave, which shall be defined as vacation, personal, compensatory time or convention leave.~~

Section 2. Vacation leave shall be taken in the year earned. Should any vacation leave not be granted and taken due to the pressure of EMS business, as determined by the Department Director and approved by the Business Administrator or designee, such vacation leave shall accumulate, be granted and taken during the succeeding calendar year only. Full-time employees may carry over any vacation leave not used due to a worker's compensation injury to be used within the first three months of returning to work during the following calendar

year. Notwithstanding the above, full-time employees may carry over one (1) full year of vacation hours to be used during the following year only.

Section 3. Full-time employees commencing employment during the first eight calendar days of the month shall be credited with having worked a full month for vacation accrual. Employees commencing employment on the 9th through the 23rd day of the month shall accrue one-half of the monthly allotment. Employees commencing employment after the 23rd day of the month shall not be credited with working said month for vacation accrual.

Section 4. Earned and unused vacation leave shall be paid to employees terminating employment, except that employee terminated within their first 90 days of employment shall not receive vacation pay. Vacation pay shall be proportional to the earned and unused vacation leave accrued monthly during the year of termination. Employees terminating employment during the first 15 calendar days of a month shall not be credited with having worked a full month for vacation accrual. Employees terminating employment after the fifteenth day of the month shall be credited with working said month for vacation accrual. In the event of death, vacation pay shall be paid to the employee's estate. Vacation pay shall be based on the employee's regular base rate of pay.

Section 5. Notwithstanding the above, employees may not use vacation leave until completing 90 calendar days of City employment, unless in the event of extraordinary circumstances, the Chief EMT or designee approves such use. Vacation leaves unable to be used due to this provision shall be carried over to the succeeding year.

Section 6. Selection and Scheduling of Vacation.

No more than one employee per platoon may be off at the same time for any scheduled leave, which shall be defined as vacation, personal, convention leave or compensatory time.

- Extenuating circumstances shall be at the discretion of the Chief EMT or designee. However, in the event of an involuntary platoon transfer, the employee may keep previously scheduled vacation leave so long as it does unduly disrupt the operations of the EMS Division.
- Forms or books to be used shall be determined by EMS Division policy.
- Vacation requests must be approved or denied within 10 calendar days from the date of request.
- All employees assume the responsibility to check to ensure their approved time is in the schedule. Any time not listed shall be brought to EMS management's attention by e-mail as soon as possible.
- If an employee is denied vacation leave, said employee shall have right of first refusal should said leave become available.

ARTICLE FOURTEEN SCHOOLING

Section 1. The City will offer each full-time employee CEU training to allow for recertification of EMT and CPR. Classes will be offered in Cumberland and/or contiguous counties. Full-time employees will be paid at one and one-half times their base rate of pay for time in attendance at City sponsored classes. Full-time employees shall not be paid for travel time or mileage.

Classes will be offered as follows:

CPR - Once every two years
Elective CEUs – 24 hours during 3-year recert cycle
Refresher Core – 24 hours during 3-year recert cycle

Pre-registration for classes is required, although use of City-provided training is not required. Failure to attend classes as registered shall be considered absence from work under City and departmental policies.

Online classes shall be completed by employees after all duties are completed on normal duty time with no extra compensation. All duties are defined as but not limited to daily duties, station duties, rig checks, charts and other assigned tasks. Employees may use EMS station computers for online training.

Section 2. The City acknowledges that some full-time employees do not receive their recertification cards on time due to processing time of course paperwork at the State of New Jersey Department of Health, Office of EMS. In such cases where EMT certification lapse is imminent, the full-time employee must show completion of the required Continuing Education Units at least 90 calendar days prior to certification lapse and advise the Chief EMT if the certification has not been received within 30 calendar days prior to certification lapse. If certification lapses after such notice to the Chief EMT, full-time employees may use benefit time to ensure pay for work missed.

Section 3. The City, with the involvement of the FMBA and EMS Management, will explore ways to offer in-house continuing education to full-time employees.

Section 4. Education and Training Assistance Policy

THE POLICY

The City of Millville may reimburse an employee for credit and/or noncredit training and/or education that either offers growth in an area related to his or her current position or that may lead to promotional opportunities. This training and/or education may include: college credit courses, continuing education courses, seminars, webinars, conferences, training and certifications that are job related.

An employee must secure a passing grade of a "B" or its equivalent to obtain any reimbursement. For non-graded courses, a Certificate of Completion is required to receive any reimbursement from the City of Millville. Expenses related to said training and/or

education must be: 1. pre-approved, 2. validated by receipts and 3. supported by a copy of the final grade or Certification provided. Reimbursement to the employee occurs upon the completion of the training and/or education and upon submission of completion and expense documents.

Requests for training and/ education reimbursement requires the written notification of the Human Resources Department prior to enrollment and/or registration. Human Resources will coordinate the reimbursement to the employee with the Finance Department.

ELIGIBILITY

To be eligible for training and/or education reimbursement, City of Millville employees must be full time regular employees who have completed at least 6 months of employment and be in good standing. Further, the requested training and/or education must be deemed relevant to the employees current or targeted job and must be approved by the immediate supervisor prior to enrollment/registration.

PAYBACK

In the event an employee leaves the City of Millville within 2 years of completing city-funded training and/or education, the employee shall remit payment to the City within 60 days of departure in the full amount which the employee was reimbursed by the City of Millville for the training and/or education provided for the prior 2 year period, less related travel and lodging fees.

ARTICLE FIFTEEN SICK LEAVE & 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/her 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 twelve (12) working hours per month during the remainder of the first calendar year of employment after initial appointment; and one hundred sixty-eight (168) working hours in every calendar year thereafter at the beginning of each calendar year in anticipation of continued employment. Sick

Leave may only be taken in twelve (12) or twenty-four (24) hour increments, All accrued sick time of each employee shall be converted to hours as of December 31, 1995, with twelve (12) hours credit given for each day of sick leave credited prior to that date. Effective January 1, 1996, all sick leave shall be credited and charged on an hour for hour basis. Please refer to Article Eight, Section (7) for sick leave accruals for eight (8) hour employees.

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 days upon retirement at the rate of fifty (50%) percent of the total accrued unused sick days 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 Public Employee Retirement System of New Jersey,

(iii) Any member of the bargaining unit who files his/her retirement papers resigns from employment with the City of Millville Fire Department 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/her 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.

E. In the event an employee dies in the line of duty as determined under the regulations of the Division of Pensions of the Public Employees Retirement System of New Jersey. one hundred percent (100%) of his/her accrued sick leave shall be paid to his/her Estate if no designee has been named.

Section 3. Reporting of Absence on Sick Leave.

A. If an employee is absent for reasons that entitle him/her to sick leave, he/she shall make an immediate report to the Chief EMT or his/her designee. If unable to report, a relative or other responsible person shall notify the Chief EMT or his/her designee 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 EMT. The latest order or directive of the Chief EMT 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 the Chief EMT and shall remain

on duty until relieved, unless excused by the Chief EMT. 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. Absence without notice for five (5) consecutive tours of duty shall constitute a resignation not in good standing.

Section 4. Verification of Sick Leave.

A. An employee who shall be absent on sick leave for two (2) or more consecutive working tours of duty or totaling more than seven (7) tours of duty in one calendar year, may be required to submit acceptable medical evidence substantiating the illness from a physician acceptable to the City 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 City may require an employee to be examined by a City-designated physician at the expense of the City.

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 City.

C. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to work, to be examined, at the expense of the City, by a physician designated by the City. The sole purpose of such examination shall be to establish whether the employee is capable of performing his/her normal duties and that his/her 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-two (42) accumulated sick leave hours at their rate of pay as of December 31 of the previous calendar year. Payments will be made on or before January 31st.

(B) INJURY LEAVE

If an Employee is incapacitated and unable to work because of an injury sustained in the performance of his/her duties, as evidenced by a Certificate of a City-designated physician or other doctor acceptable to the City, he/she shall be granted, in addition to his/her 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 a City 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 City-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 wage or salary payment.

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

Whenever the City-designated physician or physician acceptable to the City shall report in writing that the Employee is fit for duty, such injury 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 Traditional Duty in accordance with the provisions of the City of Millville Ordinance No. 31-2001. Any employee so assigned shall receive his or her normal compensation. Employees on job-related injury leave and authorized to return from said leave on light duty are required to report same to the Chief EMT.

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 SIXTEEN UNIFORMS AND CLOTHING MAINTENANCE

The City shall provide each full-time employee with the appropriate set of uniforms as determined necessary by the EMS Chief.

ARTICLE SEVENTEEN LEGAL AID

Employees 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 time and a half (1.5) times hourly rate for each appearance during the term of this Agreement:

For the purposes of this Article, a court appearance shall be defined as attendance at any one court for any one case unless an EMT 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 City in accordance with the provisions of Article Sixteen, Section 1, for any required Court appearance outside of Cumberland County.

ARTICLE EIGHTEEN ASSOCIATION RIGHTS

Section 1. Authorized FMBA representatives, whose names shall be filed in writing with the Department Director shall be permitted to visit the administrative offices of the Department of Fire for the purposes of processing grievances. This right shall be exercised reasonably. Upon entering the premises, the authorized representative shall notify the Chief EMT or designated representative. FMBA representatives shall not interfere with the normal conduct of the work of the Department of Fire and/or EMS Division.

Section 2. The City shall grant the necessary time off with pay not to exceed 24 hours for the one delegate and one alternate as submitted to the Chief EMT by the FMBA to attend the national convention with a minimum 30-day notice. The City shall grant the necessary time off with pay not to exceed 12 hours for the one delegate or alternate to attend local FMBA monthly meetings as requested by the FMBA with a minimum 30-day notice to the Chief EMT.

Section 3. The City shall grant a leave of absence with pay to the duly authorized FMBA representatives to attend the national convention of such organization. A certificate of attendance to the convention shall be submitted by the representatives so attending. Leave of absence shall be for a period inclusive of the duration of the convention. The duly authorized representatives (President or designee) shall not be required to return to work until his/her next full scheduled work shift. Employees must submit leave request to attend the FMBA convention and scheduled monthly union meetings at least 30 days in advance. All other union leave requests shall be made as soon as the meeting/event date is set. In the event the convention or scheduled monthly meeting is changed due to an unforeseen circumstance, employees shall notify the Chief EMT or designee as soon as possible of the revised date.

Section 4. Employees who, by mutual agreement between the parties, participate during working hours in collective bargaining meetings and grievance hearings shall suffer no loss of pay. Employees shall be allowed one hour prior to and one hour after the meeting is over as excused time from work. They shall give their supervisor reasonable notice of their desire to attend such meetings. It is understood, however, that except for the foregoing, nothing shall be done which shall interfere with the work of any employee or department.

ARTICLE NINETEEN UNION DUES

Section 1. Employees who are FMBA members may authorize voluntarily and in writing to the proper disbursing officer of the City to have customary dues deducted from their compensation and paid to the FMBA.

Section 2. Pursuant to N.J.S.A. 34:13A-5.5, employees who choose not to be FMBA members may voluntarily have deducted from their compensation a representation fee in lieu of dues up to 85% of regular membership dues, fees and assessments paid by FMBA members for services rendered by the FMBA.

Section 3. Except as set forth above, dues shall not be withheld from employees who are not members of the Union.

Section 4. The FMBA will deliver to the City a request for payroll deduction signed by each FMBA member officer or any non-member who voluntarily requests to continue to pay dues. Any new employee who becomes a member of the FMBA will deliver to the City a request for payroll deductions signed by that employee. Any new member may submit the form at the time of his/her original hiring. Any written designation by an employee covered by this Agreement to revoke authorization for dues deductions must be received in writing by the Borough and the FMBA and will be handled in accordance with applicable law.

Section 5. If during the life of this Agreement there shall be any change in the rate of membership dues, the FMBA shall furnish to the City one month's written notice prior to the effective date of such change.

Section 6. The FMBA shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out or by reason of any action taken in making deductions and remitting the same to the FMBA pursuant to this Article.

Section 7. Any written authorization required herein may be withdrawn at any time by the filing of a notice of such withdrawal with the above-mentioned disbursing officer.

ARTICLE TWENTY PERSONNEL RECORDS

Section 1. Personnel Records. Each employee shall receive a copy of any reprimand placed in his/her personnel file and has the right to examine his/her file at any time mutually convenient to the employee and the designated custodian of the file.

Section 2. The personnel records of employees shall be kept in a locked cabinet at all times. The Department Director and Chief EMT shall be the only personnel to have access to these personnel records.

**ARTICLE TWENTY-ONE
FAIR LABOR STANDARDS ACT**

The City is required to comply with the provisions of the Fair Labor Standards Act (FLSA).

**ARTICLE TWENTY- TWO
BULLETIN BOARDS**

A bulletin Board shall be made available by the City. The Bulletin Board may be utilized by the FMBA for the purpose of posting official FMBA announcements and other information related to the official business of the FMBA which is of a non-controversial nature. The FMBA agrees that it will not post material which may be profane, derogatory to any individual, or constitute election campaign or political material of any kind. The City, through the City Administrator, Chief EMT or their representative, may have removed from the Bulletin Board any material which does not conform to the intent and provisions of this article.

**ARTICLE TWENTY-THREE
PAY PERIOD**

All employees shall be paid bi-weekly and enrolled in Direct Deposit.

**ARTICLE TWENTY-FOUR
SCHEDULED LEAVE**

Section 1. For purposes of this Article, scheduled leave shall be defined as vacation leave, compensatory time leave or personal leave. Once a request for leave has been submitted, management shall either:

- a. Place the requested leave on the next "Millville EMS Overtime Offer" sheet that is published. If the requested leave is not covered on the return of the initial "Millville EMS Overtime Offer", management shall make a second attempt to find coverage for the shift; or
- b. Permit the employee to find their own coverage as specified in Section2 of this Article

Section 2. If no coverage is found, the employee shall be permitted to find his or her own coverage. To find the requested coverage, the employee shall use the current "Employee Call Log/Emergency Notification List" and document who has agreed to cover the shift. The

employee must properly complete the form and follow the rules on who gets called first and not leave any dates, times or responses blank. Failure to complete the call sheet properly will result in denial of the requested time off. The completed "Employee Call Log/Emergency Notification List" must be submitted to a supervisor no less than eight calendar days prior to the requested date of vacation leave.

Submitting the form late (with less notice than the above-mentioned requirements) will result in denial of the requested leave.

Section 3. Multiple employees shall be permitted to use leave for the same work period. These requests shall be honored provided that another qualified employee agrees to work the requested leave. This shall apply to all types of scheduled benefit time covered in this Agreement.

ARTICLE TWENTY-FIVE LEAVE OF ABSENCE/ MILITARY LEAVE

Section 1. Leave of Absence. A full-time employee desiring leave without pay for personal reasons shall make a written request to the Department Director not less than two weeks in advance of the date for which such leave is desired, stating the reasons for the leave and the time requested. Full-time employees may not be gainfully employed during a leave of absence. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be cause for termination. Leave shall be granted or denied in writing at the discretion of the City.

Section 2. Military Leave. Military leave shall be administered in accordance with applicable law. In no event shall the City provide military leave benefits greater than required under applicable law. Specifically, in accordance with N.J.S.A. 38A:4-4, an employee shall be entitled to leave of absence from his or her respective duties without loss of pay or time on all days during which he or she shall be engaged in any period of State or Federal active duty; provided, however, that the leaves of absence for Federal active duty or active duty for training shall not exceed 90 work days in the aggregate in any calendar year. Any leave of absence for such duty in excess of 90 work days shall be without pay but without loss of time. Therefore, the City shall pay the difference between City pay and military pay to an employee up to a maximum of 90 working days in a calendar year. Any leave beyond 90 working days in a calendar year shall be without pay from the City.

Section 3. Family Leave. Family leave shall be administered in accordance with applicable law. Employees taking FMLA leaves and/or NJFLA leaves will be required to use accrued sick leave, personal leave, vacation and all other administrative leave concurrent with the approved leave. Eligible employees must provide prior notice, if possible, to the Personnel Director, or his designee, if requesting a leave of absence under this Act. The City has a right to request that an employee provide a certification issued by a licensed health care provider in order to

verify the necessity of leave. Any qualifying condition shall be designated as leave pursuant to FMLA and/or NJFLA.

Eligible employees must provide prior notice to the Personnel Director if requesting a leave of absence under this Act. Management has a right to request that an employee provide a certification issued by a licensed health care provider in order to verify the necessity of leave.

ARTICLE TWENTY-SIX EXTRA CONTRACTUAL AGREEMENTS

The City agrees not to enter into any other agreement or contract with employees, individually or collectively, which in any way would conflict with the terms and conditions set forth in this Agreement.

ARTICLE TWENTY-SEVEN ESSENTIAL PERSONNEL

Employees covered by this Agreement are essential personnel and, therefore, are required to report to work and work their regularly scheduled shift even if non-essential personnel are not required to report to work or are not required to work their regularly scheduled shift for any reason including but not limited to a weather-related event or an unscheduled holiday declared by the Mayor. Therefore, employees covered by this Agreement shall receive no additional compensation or time off for reporting to work and working their regularly scheduled shift on a day where non-essential personnel are not required to report to work or do not work their regularly scheduled shift for any reason including, but not limited to, a weather-related event or an unscheduled holiday declared by the Mayor.

ARTICLE TWENTY-EIGHT EXCHANGE OF SHIFTS

Employees may exchange shifts with advance written approval of the Chief of EMS or his designee. Requests shall be made with as much advance notice as possible, but not less than 48 hours prior to the exchange.

Exchanges shall not result in any overtime for any employee. The exchange of shifts program must comply with the FLSA. Exchanges must be completed within the same work week. In the event an employee agrees to exchange a shift and then cannot fulfill his/her obligation, it shall be that employee's obligation to ensure the shift is covered. If the employee misses a shift he/she has agreed that the following penalties shall be imposed without any appeal or other recourse:

1. First offense: One day suspension, without pay, and three months of no exchanges
2. Second offense: Three day suspension, without pay, and six months of no exchanges

3. Third offense: Five day suspension, without pay, and one year of no future exchanges.

The exchange of shifts program is being incorporated on a trial basis and may be discontinued upon order of the Business Administrator upon 90 days' notice.

ARTICLE TWENTY-NINE SUBCONTRACTION AND SUCCESSORSHIP

Section 1. Any agreement regarding the sale, lease, transfer, takeover, assignment or corporate reorganization that results in the loss of employment of employees will contain language that provides the displaced workforce the first opportunity to fill any existing, new or additional positions that may be needed or created as a result of said sale, lease, transfer, takeover, assignment or corporate reorganization.

Section 2. The City does not intend to replace employees. Should, however, the City have more work than can be handled by employees, it shall have the right to subcontract. Furthermore, it shall have this right in the event it lacks equipment or manpower qualified, available and willing to do the job.

ARTICLE THIRTY DRUG AND ALCOHOL

If the results of the Reasonable Suspicion Checklist for drug and alcohol indicate further action is justified, the manager/supervisor should confront the employee with the documentation and with a union representative present. A member of supervision/management and a union representative will escort the employee to a testing facility; the supervisor/manager will make arrangements for the employee to be transported home.

ARTICLE THIRTY-ONE DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 2022, and its terms and provisions shall continue in full force and effect until December 31st, 2025.

This Agreement shall be in full force and effect as of **January 1, 2022** and shall remain in effect to and including **December 31, 2025**. 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 in accordance with the rules promulgated by the Public Employment Relations Commission (PERC). The terms of this Agreement and all practices shall remain in full force and effect until said successor agreement is reached.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 19th day of July, 2022:

ATTEST:

CITY OF MILLVILLE:

Jeanne M. Parsonson
City Clerk

Robert A. Kist
Commissioner of Public Safety

ATTEST:

FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION LOCAL 363:

Exhibit "A" - Wage Schedule

Full-Time Employees							
		0.00%		2.00%		2.00%	
		2022		2023		2024	
Step 1	\$	21.12	\$	21.54	\$	21.97	\$ 22.41
Step 2	\$	21.63	\$	22.06	\$	22.50	\$ 22.95
Step 3	\$	22.14	\$	22.59	\$	23.04	\$ 23.50
Step 4	\$	22.66	\$	23.11	\$	23.57	\$ 24.04
Step 5	\$	23.79	\$	24.27	\$	24.75	\$ 25.25
Step 6	\$	24.92	\$	25.42	\$	25.93	\$ 26.45

- Bilingual Stipend of \$250.00 per year provided the full-time employee passes CSC exam and is designated as Bilingual EMT.

- New Jersey certified or nationally registered Paramedic Stipend of \$500.00 per year for up to five (5) full-time employees.
- New Jersey certified EMT Instructor Stipend of \$500.00 per year for up to five (5) full-time employees.
- CPR Instructor certified Stipend of \$200.00 per year for up to five (5) full time employees.

If an employee no longer qualifies for a stipend, the employee shall notify the Chief EMT immediately.