

RESOLUTION NO. 152-2021

WHEREAS, Chapter 76, An Act concerning legal holidays and amending P.L.2008, c89 and R.S.36:1-1, although only applies to State government employees, The City of Millville wishes to adopt *Juneteenth* (June 18, 2021) as a paid holiday for its Council 18 and Administrative Unit members for the calendar year of 2021 ONLY; and

WHEREAS, in lieu of a paid holiday received by Cumberland Council 18 and the Administrative Unit, the City of Millville wishes to provide each member of the Millville Superior Officer's Association, Police Benevolent Association and Fireman's Mutual Benevolent Association with an additional 8 hours of personal time which time MUST be used by December 31, 2021, This additional personal time is for this calendar year (2021) ONLY. All other provisions of the Agreement shall remain in full force and effect; and

WHEREAS, the City wishes to provide Emergency Medical Technicians with an additional 8 hours of personal time which time MUST be used by December 31, 2021, This additional personal time is for this calendar year (2021) ONLY.

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

1. Authorizes the Mayor to sign the addendums to Council 18 and the Administrative Unit Contracts a paid holiday for Juneteenth for the calendar year 2021 only.
2. Authorized the Mayor to sign the addendums to grant the Superior Officer's Association, Police Benevolent Association and Fireman's Mutual Benevolent Association and additional 8 hours of personal which time must be used by December 31, 2021.
3. Authorized the Mayor to grant Emergency Medical Technicians with an additional 8 hours personal time which time must be used by December 31, 2021.

Moved By: Parent

Seconded By: Pepitone

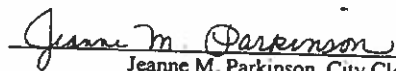
VOTING

Michael Santiago
W. James Parent
Ashleigh Udalovas
Joseph Pepitone
Bruce Cooper

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 June 15, 2021.


Jeanne M. Parkinson, City Clerk

**CITY OF MILLVILLE
And
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
LOCAL 63**

The City of Millville ("City") and the Firemen's Mutual Benevolent Association Local 63 ("FMBA") on this 15th day of June, 2021 hereby agreed to the following **One-Time Addendum** to their collectively negotiated agreement which agreement expires on December 31, 2023, all other provisions of said agreement not expressly referred to herein remain unchanged.

WHEREAS, there presently exists an Agreement between the City of Millville and the FMBA effective January 1, 2020 through December 31, 2023 (the "Agreement"); and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the City of Millville hereby agree as follows:

1. The City of Millville will provide each member of the FMBA with an additional 8 hours of personal time which time **MUST** be used by December 31, 2021, This additional personal time is for this calendar year (2021) **ONLY**. All other provisions of the Agreement shall remain in full force and effect.

2. IN WITNESS WHEREOF, the Parties hereto have duly executed this Side Agreement effective on the date first written above.

CITY OF MILLVILLE

Michael Santiago, Mayor

DATED: 6/15/2021

FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION

Scott Haley, President

Dated: 6-16-21

COMMISSIONERS

MICHAEL SANTIAGO, MAYOR
Director of Public Safety
LYNNE PORRECA COMPARI
Director of Public Affairs
DAVID W. ENNIS
Director of Public Works
JOSEPH SOOY
Director of Parks & Public Property



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MILLVILLE, NEW JERSEY 08332
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www.millville.nj.gov

OFFICERS

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

April 6, 2016

Firemen's Mutual Benevolent Association Local 63
Mr. Terrence Fawcett, President
2344 Millville Ave
Millville, NJ 08332

Dear Mr. Fawcett:

Attached please find one (1) copy of Resolution No. R120-2016, which was approved by the Board of Commissioners at a meeting held on April 5, 2016 described as follows:

Resolution No. R120-2016

Resolution to ratify the Collective Bargaining Agreement between the City of Millville and Fireman's Mutual Benevolent Association Local 63 (FMBA) concerning conditions of employment covering the period January 1, 2016 through December 31, 2019. Please come to the City Clerk's Office to sign the Contract at your earliest convenience.

I thank you for your time and cooperation.

Very truly yours,

A handwritten signature in black ink that reads 'Susan G. Robostello'.

Susan G. Robostello, RMC
City Clerk/Administrator

SGR/lrb
Enclosure
c: Heather Vargas, Payroll Clerk
Pamela Shapiro, Personnel Officer
Marcella Shepard, CFO
Nicole Curio, Labor Attorney

RESOLUTION NO. R120-2016

WHEREAS, the City of Millville and the Millville Firemen's Mutual Benevolent Association have come to an Agreement concerning the conditions of employment for the years 2016 through 2019 as a result of negotiations, which has been reduced to a written agreement; 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 Millville Firemen's Mutual Benevolent Association 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

Lynne Porreca Compari

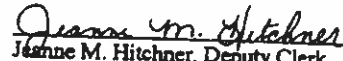
David W. Ennis

Joseph Sooy

In Favor	Against	Abstain	Absent
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 on April 5, 2016.


Jeanne M. Hitchner, Deputy Clerk

**CITY OF MILLVILLE
AND
F.M.B.A. LOCAL 63**

MEMORANDUM OF AGREEMENT.

The City of Millville and FMBA Local 63 (the FMBA) have tentatively agreed that the following modifications shall be made to the current collective bargaining agreement between the parties which expired December 31, 2015.

1. **PREAMBLE**
Change date.
2. **ARTICLE ONE** entitled **PURPOSE**
No change.
3. **ARTICLE TWO** entitled **RECOGNITION**
The City accepts the FMBA's proposal to replace reference from "Department of Personnel" to "Civil Service Commission"
4. **ARTICLE THREE** entitled **MANAGEMENT RIGHTS**
No change.
5. **ARTICLE FOUR** entitled **NO STRIKE**
No change.
6. **ARTICLE FIVE** entitled **GRIEVANCE PROCEDURE**
Grievance Article to be revised as attached.
7. **ARTICLE SIX** 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 SEVEN** entitled **LONGEVITY**
Longevity is frozen for all current employees at amount being paid on December 31, 2015. No employee hired after January 1, 2012 shall receive Longevity.

9. **ARTICLE EIGHT** entitled **HOURS AND OVERTIME:**

Shall be subject to review including, but not limited to, the following revisions:

Section 2(b), first paragraph revised to read as follows:

(b) If a bargaining unit member is recalled to duty for a working fire or other emergency, they shall be entitled to receive overtime pay for all hours worked. The minimum shall be ~~three (3) hours~~ one (1) hour and then hour for hour until the incident is terminated or released by the Chief.

Section 4 shall be revised to read as follows:

"In the event that an employee is called to duty when he/she otherwise would have been off duty, he/she shall be compensated in accordance with Section 2 above, and the City guarantees that said Employee shall receive a minimum of ~~three (3) hours~~ one (1) hour pay. The minimum ~~three (3) 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 6 – No change.

Section 7 to be revised as follows:

"The City may establish a separate tour of duty consisting of an eight (8) hour day/fourty (40) hour week period. The hours will start either at 8 a.m. or 9 a.m. so that the 8 hour day will either be 8 a.m. to 4 p.m. or 9 a.m. to 5 p.m., which may be scheduled on any five consecutive days of the seven day work period. The starting time may be changed on 14 days notice in writing to employee and to Local 63 so that it is either 8 a.m. or 9 a.m. Selection for assignment to this tour shall be subject to ~~negotiations and agreement by both parties~~ discussions. ~~In the event the parties cannot agree as to the establishment of a separate tour of duty, the City may nevertheless proceed to implement the new Work Schedule and the unresolved issues may be presented through the grievance procedure including arbitration under the rules of the Public Employment Relations Commission.~~ In the event no understanding can be reached, then the assignment of personnel shall be determined by the City. Every effort shall be made by the City not to change an employee's normal assignments to a Platoon/Shift including, the change to or from an eight (8) hour shift to or from a twenty-four (24) hour shift, except upon nineteen (19) days prior notice.

(b) All time off in contract for eight (8) hour shift worker to be subject to modification as follows:

- a. Personal Days – three (3) personal days
- b. Death in the Family – three (3) days off

c.	Vacations:	
	Length of Service	Number of Hours
	Beginning 1 st year	8 hours per full month employed
	Beginning of 2 nd – 9 th year	120 hours annually
	Beginning of 10 th – 14 th year	160 hours annually
	Beginning of 15 th – 19 th year	200 hours annually
	Beginning of 20+ years	240 hours annually

Section 8

Revise to provide acting pay is \$1.64 per hour in addition to employee's regular hourly rate of pay.

10. ARTICLE NINE entitled RETENTION OF BENEFITS

Shall be revised to read as follows:

"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 Association, and when appropriate, without negotiations with the Association, 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."

11. ARTICLE TEN entitled LEGAL AID

No change.

12. ARTICLE ELEVEN entitled DISCRIMINATION OR COERCION

No change.

13. ARTICLE TWELVE entitled SAVINGS CLAUSE

No change.

14. ARTICLE THIRTEEN entitled ADMINISTRATIVE DAYS OFF

Revise Section 1 to read as follows:

"Section 1.

All employees shall receive forty-eight (48) hours of duty time off per year which may be used by said employee for any reason. These personal hours of duty 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. 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 six (6) hours for each three (3) months of completed service.

15. **ARTICLE FOURTEEN** entitled **HEALTH BENEFIT PROGRAM.**

Shall be revised as attached.

16. **ARTICLE FIFTEEN** entitled **VACATIONS**

Add the following to Section A:

Employees hired on or after January 1, 2016 shall be granted annual vacation leave as follows:

Length of Service	Tour of Duty
1 st year	1 tour every 3 months
2 nd – 9 th year	7 tours
10 th – 14 th year	9 tours
15 th – 19 th year	10 tours
20+ years	12 tours

A tour of duty is a scheduled work period presently consisting of a 24 hour period.

17. **ARTICLE SIXTEEN** entitled **SCHOOLING**

No change.

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

No change.

19. **ARTICLE EIGHTEEN** entitled **UNIFORM AND CLOTHING MAINTENANCE ALLOWANCE**

No change.

20. **ARTICLE NINETEEN** entitled **COURT APPEARANCES**

No change.

21. **ARTICLE TWENTY** entitled **ASSOCIATION RIGHTS**

Shall be revised to read as follows:

“The FMBA State Delegate or his/her designee may be excused to attend

State meetings of the New Jersey State FMBA with reasonable prior notice to and subject to the approval of the Fire Chief or his designee. The Delegate shall be excused for only the period of time necessary to attend the State meeting which may be less than a full tour of duty."

22. ARTICLE TWENTY-ONE entitled MISCELLANEOUS

Add new Section 5 to provide as follows:
Section 5 – Suspension Days

When an employee is suspended for a number of "days", one day shall equal eight (8) hours for the purposes of calculating the hours of "non-payment". For example, an employee who receives a two day suspension shall forfeit sixteen (16) hours of pay. This definition of "day" as an eight (8) hour increment shall only apply in calculating suspension days.

23. ARTICLE TWENTY-TWO 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 TWENTY-THREE entitled FAIR LABOR STANDARDS ACT

No change.

25. ARTICLE TWENTY-FOUR entitled LABOR MANAGEMENT COMMITTEE

No change.

26. ARTICLE TWENTY-FIVE entitled BULLETIN BOARD

No change.

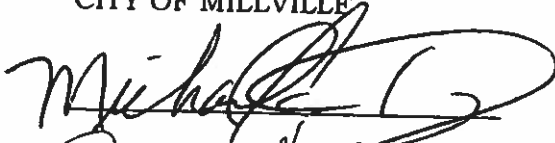
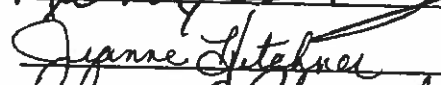
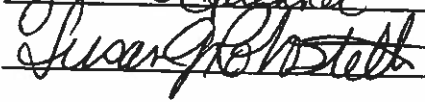
27. ARTICLE TWENTY-SIX entitled DURATION OF AGREEMENT

Revise dates for term to be January 1, 2016 through December 31, 2019.

28. No other changes.

This Memorandum of Agreement is subject to the approval of the City Commission of the City of Millville and ratification of the bargaining unit members of the FMBA. The bargaining committees of the City and the FMBA agree to recommend approval to their respective bodies.

CITY OF MILLVILLE

FMBA LOCAL 63

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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) ~~calendar~~ business days after the occurrence of the grievance, in duplicate, to the Association Representative, who in turn shall forthwith file one (1) copy with the Fire Chief and said Employee and Association Representative shall forthwith attempt to settle the matter of the grievance with said Fire Chief. 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 Fire Chief 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 Association Representative and the Fire Chief 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 ~~seven (7)~~ ten (10) ~~calendar~~ business days after the conclusion of Step 1, the Association 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 Association Representative shall

within ~~seven (7) calendar~~ 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 20 business days, refer the matter to impartial binding arbitration.

~~The parties agree that there shall be a written answer to each Step within seven (7) days or -~~ 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. except for answer at Step 3 where the Director of Public Safety shall have 15 business days to answer.

Either party wishing to remove 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 Association and the City. ~~If the City and the Association cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator.~~ 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 ~~Department of Personnel~~ 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

Association unless the Association elects to withdraw the grievance, in which case any fees of the arbitrator shall be borne by the Association. 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 Association 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 reasonably required shall be made available during working hours without loss of pay for the 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 Association 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 Fire Chief 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

(a) Effective January 1, 2016, a new wage guide shall be in effect for all employees. The new wage guide is attached hereto as Exhibit "A".

(b) Effective January 1, 2016, all employees at the Captain's step of the old wage guide shall move to the Captain's step of the new wage guide. This movement provides for a one (1.0%) percent wage increase.

(c) Effective January 1, 2016, all employees at Step 14 of the old wage guide (the top step) shall be placed at Step 20 of the new wage guide. This movement provides for a one (1.0%) percent wage increase.

(d) For calendar year 2016, all other employees shall move to the new wage guide on his/her anniversary date to the step closest to, but not less than, the employee's current base salary. No other increase shall be given for 2016.

(f) Effective January 1, 2017, Step 20 and the Captain's Step only will be increased by one (1.25%) percent. The rest of the wage guide shall be increased by three-quarters (0.75%) of a percent. Any employee eligible to move on the wage guide shall advance one step on said employee's anniversary date but shall receive no other increase.

(g) Effective January 1, 2018, Step 20 and the Captain's Step only will be increased by one and one half (1.5%) percent. The rest of the wage guide shall be increased by one (1.0%) percent. Any employee eligible to move on the wage guide shall advance one step on said employee's anniversary date but shall receive no other increase.

(h) Effective January 1, 2019, Step 20 and the Captain's Step only will be increased by one and one half (1.5%) percent. The rest of the wage guide shall be increased by one (1.0%) percent. Any employee eligible to move on the wage guide shall advance once step on said employee's anniversary date but shall receive no other increase.

(i) The City may elect to complete payment of salaries bi-weekly and further the City may elect to complete payment of salaries by direct deposit, in which event, upon request each employee shall provide "direct deposit" wiring instructions to the City's designated agent.

(d) Any eligible member performing inspections shall receive a stipend of \$1,860.00 in addition to his/her normal salary. The Fire Prevention Specialist stipend is earned by the employee on a pro-rated basis upon the time actually worked during a calendar year.

(e) Pay increases shall only apply to employees who remain employed by the City when the contract is signed, with the exception of employees who retired.

EXHIBIT "A"

	2016	2017	2018	2019
Step 1	\$ 32,167	\$ 32,408	\$ 32,732	\$ 33,059
Step 2	\$ 34,537	\$ 34,796	\$ 35,144	\$ 35,495
Step 3	\$ 36,907	\$ 37,183	\$ 37,555	\$ 37,931
Step 4	\$ 39,277	\$ 39,571	\$ 39,967	\$ 40,367
Step 5	\$ 41,647	\$ 41,959	\$ 42,379	\$ 42,802
Step 6	\$ 44,017	\$ 44,347	\$ 44,790	\$ 45,238
Step 7	\$ 46,387	\$ 46,735	\$ 47,202	\$ 47,674
Step 8	\$ 48,757	\$ 49,122	\$ 49,614	\$ 50,110
Step 9	\$ 51,127	\$ 51,510	\$ 52,025	\$ 52,545
Step 10	\$ 53,497	\$ 53,898	\$ 54,437	\$ 54,981
Step 11	\$ 55,867	\$ 56,286	\$ 56,848	\$ 57,417
Step 12	\$ 58,237	\$ 58,673	\$ 59,260	\$ 59,853
Step 13	\$ 60,607	\$ 61,061	\$ 61,672	\$ 62,288
Step 14	\$ 62,977	\$ 63,449	\$ 64,083	\$ 64,724
Step 15	\$ 65,347	\$ 65,837	\$ 66,495	\$ 67,160
Step 16	\$ 67,717	\$ 68,224	\$ 68,907	\$ 69,596
Step 17	\$ 70,087	\$ 70,612	\$ 71,318	\$ 72,032
Step 18	\$ 72,457	\$ 73,000	\$ 73,730	\$ 74,467
Step 19	\$ 74,827	\$ 75,388	\$ 76,142	\$ 76,903
Step 20	\$ 77,192	\$ 78,157	\$ 79,329	\$ 80,519
CAPTAIN	\$ 81,745	\$ 82,767	\$ 84,009	\$ 85,269

ARTICLE FOURTEEN
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 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 provide 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 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 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 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 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 firefighter 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 with 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.

Section 9. Opt-Out

New Jersey law provides that a municipality may allow an employee as a dependent by a spouse's employer to waive 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.

RESOLUTION NO. 285-2021

WHEREAS, the City of Millville and the Administrative Unit have come to an Agreement concerning the conditions of employment for the term January 1, 2021 through December 31, 2024 as a result of negotiations, which has been reduced to a written agreement; and

WHEREAS, A copy of agreement reflects a change in the salary guide for the contract period; and

WHEREAS, a copy of said amended 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 Administrative Unit is hereby ratified and approved.
2. That the Mayor and the City Clerk are hereby authorized to execute said Agreement.

Moved By: Parent

Seconded By: Pepitone

<u>VOTING</u>	<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>
Michael Santiago	X			
W. James Parent	X			
Ashleigh Udalovas		X		
Joseph Pepitone	X			
Bruce Cooper	X			

CERTIFICATION

I certify that the foregoing is a true copy of a Resolution adopted by the Board of Commissioners, of the City of Millville in the County of Cumberland, at a meeting thereof held on December 7, 2021.


Jeanne M. Parkinson, City Clerk

Agreement Between City of Millville, N.J. and Administrators
January 1, 2021 through December 31, 2024

Table of Contents

<u>Article</u>	<u>Article Title</u>	<u>Page</u>
1	Purpose.....	4
2	Recognition.....	4
3	Management Rights.....	4
4	Grievance Procedure.....	4
5	Salaries.....	7
6	Salary Job Guide.....	7
7	Longevity.....	8
8	Overtime Compensation.....	9
9	Administrative Leave.....	10
10	Bereavement Leave.....	11
11	Holiday Leave.....	11
12	Injury Leave.....	11
13	Sick Leave.....	12
14	Vacation Leave.....	13
15	Health and Benefit Program.....	13
16	Schooling.....	18
17	Promotion Pay Raise.....	18
18	Pro-ration of Benefits.....	18
19	Rest Period.....	19
20	Bulletin Board.....	20
21	Voting.....	20
22	Retention of Existing Benefits.....	20
23	Saving Clause.....	20
24	Loyalty, Efficiency, No Discrimination.....	20
25	Work Environment.....	21
26	Duration.....	21

Introductory Paragraph

AGREEMENT

THIS AGREEMENT, made this 7th day of December, 2021, between the **CITY OF MILLVILLE**, hereinafter referred to as the "City" and the **ADMINISTRATOR'S UNION**, hereinafter referred to as the "Administrator's";

WITNESSETH

WHEREAS, the parties have carried on collective bargaining for the purposes 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 Administrator's as follows:

Agreement Between City of Millville, N.J. and Administrators
January 1, 2021 through December 31, 2024

Definitions

- Cash overtime compensation means payment at a rate of one and one half times the hourly proportion of the employee's base salary, or one and one half times the employee's regular rate, as specified.
- Compensatory time off means the granting of time off in lieu of cash payment where permitted for excess or unusual work time.
- Employees covered by this agreement do not include seasonal employees, temporary employees, or provisional employees working through a test period.
- Overtime compensation means cash overtime compensation or compensatory time off as permitted.
- Part time employee means an employee whose regular hours of duty are less than 'the regular and normal work-week for that job title or position.
- Permanent employee means an employee in the career service who has acquired the tenure and rights resulting from regular appointment and successful completion of the working test period.
- Retirement shall be defined pursuant to the law of the State of New Jersey governing the Public Employees' Retirement System of New Jersey (PERS) and the Police & Fireman's Retirement System of New Jersey (PFRS) and shall include service of veteran retirement, disability retirement or early retirement, but shall not include deferred retirement.
- Working Test Period means a part of the examination process after regular appointment, during which time the work performance and conduct of the employee is evaluated to determine if permanent status is merited.

Agreement Between City of Millville, N.J. and Administrators
January 1, 2021 through December 31, 2024

Article 1. Purpose

This agreement entered into by the City of Millville, located in Cumberland County, New Jersey, hereinafter referred to as the "Employer", and the City of Millville Administration Unit, hereinafter referred to as the "Administrators", has as its purpose the harmonious relations between the Employer and the Administrators, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other terms and conditions of employment

Article 2. Recognition

The Employer recognizes the Administrators as the designated representative for the purpose of collective negotiations, according to law for the City Employees on the attached list as Exhibit "A". It is understood however that the Employer reserves the right to determine which persons are administrators in charge of departments for the purpose of determining the management line of authority.

Article 3. Management Rights

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States of America, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City government and its properties and facilities and the activities of its employees; and
2. To take any permissible disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof, and then only in the event they are in conformance with the Constitution and Laws of the State of New Jersey and the United States of America.

C. The failure to exercise any of the foregoing rights, or any other management rights, shall not be deemed to be a waiver thereof.

Agreement Between City of Millville, N.J. and Administrators
January 1, 2021 through December 31, 2024

Article 4. Grievance Procedure

A. Purpose

Section 1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

Section 2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Administrators.

B. Definition

Section 1. A grievance is a breach misinterpretation or improper application of the terms of this Agreement; or

Section 2. A grievance is a claimed violation, misinterpretation, or misapplication of rules and regulations, existing policy, or orders applicable to the department which employs the grievant affecting the terms and conditions of employment.

C. Presentation of a Grievance

The employee shall have the right to present his own appeal, individually, or by counsel, or to designate an Administrator representative to appear with him. The Employer agrees that there shall be no loss of pay for the time spent in presenting the grievance by the aggrieved person and the Administrator representative throughout the grievance procedure, if he or she is an employee of the Employer. No more than one hour shall be utilized, during working hours, by a Shop Steward in preparing a grievance for presentation.

D. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Step 1

An aggrieved employee shall institute action under the provisions hereof; by filing a signed written complaint with the department head within ten (10) working days of the occurrence complained of, or within ten (10) working days after the employee would reasonably be expected to know of its occurrence. Failure to act within said time frame shall be deemed to constitute an abandonment of the grievance; the department head shall render a written decision within ten (10) working days after receipt of the grievance. If a written decision is not rendered by the department head within ten (10) working days, the grievance shall be deemed denied and the employee may proceed to Step 2.

Agreement Between City of Millville, N.J. and Administrators
January 1, 2021 through December 31, 2024

Step 2

Should the employee disagree with the disposition of the grievance at Step 1, the employee shall file a signed written complaint with the City Clerk within ten (10) working days following the determination at Step 1. The Commissioner in charge of the department shall render his or her written decision within ten (10) working days after the receipt of the complaint by the City Clerk. If no written decision is rendered by the Commissioner in charge of the department within that time frame the grievance shall be deemed denied and the employee may proceed to Step 3.

Step 3

Should the employee disagree with the disposition of the grievance at Step 2, the employee shall file a signed written complaint with the City Clerk within ten (10) working days following the determination at Step 2 to submit to the Commissioner in charge of the Department the issues in dispute. The Commissioner in charge of the Department, or his designee, shall conduct a hearing and review the disputed issues submitted by the employee. The employee and his or her representative shall have the right to appear before the Commissioner in charge of the Department, or his designee, with or without witnesses to present their case. The City shall be represented by the City Attorney. The Commissioner in charge of the Department, or his designee shall render a written decision within ten (10) working days after the hearing. In the event that no written decision is rendered by the Commissioner in charge of the Department, or his designee, within ten (10) working days after the hearing, the grievance shall be deemed denied and the employee may proceed to Step 4.

Step 4

- a. Should the employee disagree with the disposition of the grievance at Step 3, the employee shall request in writing that the Administrators submit the grievance to arbitration. Said request shall be submitted to the Administrators with notice to the City Clerk within ten (10) working days of the disposition of the grievance at Step 3. If the Administrators determine that the grievance is meritorious, it shall submit the grievance to arbitration within fifteen (15) working days of receipt of the request by the employee.
- b. Within ten (10) working days of the request by the Administrators to submit the grievance to arbitration, the City and the Administrators shall request a list of arbitrators from either the American Arbitration Association or the Public Employees Relations Commission, if applicable. The parties shall be bound by the rules and procedures of the Association or Commission whichever has been selected.
- c. The arbitrator's decision shall be made in writing and submitted to the City and Administrators. Said decision shall be final and binding on the parties.
- d. In the event the ability to arbitrate a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the Public Employment Relations Commission (PERC).
- e. The cost of the services of the arbitrator including per diem expenses and travel expenses shall be borne equally by the City and the Administrators. The City shall provide

Agreement Between City of Millville, N.J. and Administrators
January 1, 2021 through December 31, 2024

the hearing room. Any other expenses incurred including the cost of a transcript shall be borne by the party incurring the expense.

f. If the arbitrator determines that either party has acted in bad faith, the cost of the arbitration may be assessed by the arbitrator against said party.

g. If an employee chooses to retain legal counsel, the Administrators shall not be responsible for the payment of legal fees or expenses incurred by legal counsel.

h. The arbitrator shall limit himself/herself to the interpretation and application of the terms of this Agreement, including past practices, policies and procedures, and the issues submitted to him/her and consider no other.

i. The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement.

j. Rights of Administrators

Section 1. When an employee is not represented by the Administrators, the representative of the Administrators shall receive notice of the decision rendered at each level of the grievance procedure.

Section 2. The Administrators may continue a grievance through all applicable levels of this procedure, even though an employee does not wish to do so, if said grievance affects or has application to a group or class of employees within the unit.

Section 3. Any provisions contained in this Collective Bargaining Agreement including this Article shall not be interpreted as requiring the Administrators to submit a grievance to arbitration or to represent an employee in any proceedings instituted with the New Jersey Department of Personnel. The Administrators decision to process a grievance at any step or to terminate the grievance proceedings at any step shall be final as to the interests of the grievant and the Administrators.

Article 5. Salaries

The salaries for all employees covered under this Agreement shall be increased as follows during the term of this Agreement.

2021	2022	2023	2024
2.0%	2.0%	2.0%	2.0%

The City shall pay employees biweekly on the applicable Friday. Should pay day occur on a holiday, pay checks shall be issued on the day preceding the holiday. Employees will be given an option to sign up for direct deposit payments of their paychecks. 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.

Agreement Between City of Millville, N.J. and Administrators
January 1, 2021 through December 31, 2024

Article 6. Salary Job Guide

Any employee who receives a promotion or re-classification so as to assume additional responsibilities or duties, or in recognition of the performance of his duties beyond those required by his or her existing title from a class or title having a higher salary range, shall reach his or her maximum salary level within five (5) years of such promotion or re-classification.

Effective January 1, 2014, the Step increases for all current employees shall be increased to cover six (6) years in place of five (5) years.

Effective January 1, 2014, new employees entering into the bargaining unit on or after January 1, 2014 shall reach his/her maximum salary level within seven (7) years.

Effective January 1, 2014, the City shall establish a minimum and maximum salary for each position. When a new employee is hired and/or appointed into the Administrator's Unit, the City shall assign a salary to the employee that falls within the established minimum and maximum salary for the appropriate position. In placing the employee, the employee's education, experience and any other relevant factors shall be considered.

The City shall supply to the Administrators a list of the job titles and salary ranges covered by this Contract with the understanding that the list of job titles and salary ranges does not prevent the governing body of the City from adopting a Salary Ordinance that may increase the salary range of a particular job title without the necessity of negotiating that change with the Union.

Upon vacancy of a job title, the City shall review the salary range and adjust that range according to Industry standards, upward or downward, as determined by the City, without the necessity of negotiating that change with the Union.

Article 7. Longevity

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.

Longevity pay shall be afforded to all employees within the unit employed prior to January 1, 2013 as follows:

	2017	2018	2019	2020
5 Years	3.5%	3.5%	3.5%	3.5%
10 Years	4.5%	4.5%	4.5%	4.5%
15 Years	5.5%	5.5%	5.5%	5.5%
20 Years	6.5%	6.5%	6.5%	6.5%
25 Years	7.5%	7.5%	7.5%	7.5%

Agreement Between City of Millville, N.J. and Administrators
January 1, 2021 through December 31, 2024

Employees who enter the unit on or after January 1, 2013, and is an existing employee of the City of Millville, shall receive the amount of longevity paid to them upon appointment to the bargaining unit. and shall be frozen at that amount. The "amount paid" shall mean the actual dollar amount, not the percentage.

Longevity schedule for new employees hired on or after January 1, 2013 who become members of this bargaining unit shall be as follows:

5-9 years	\$300.00
10-14 years	\$400.00
15-19 years	\$500.00
20-24 years	\$600.00
25 and up	\$700.00

Longevity Pay shall not be afforded to new employees hired after, February 19, 2019.

Article 8. Overtime Compensation

a. Exempt Employees

It is acknowledged that the employees covered by this collective bargaining agreement, except for those titles listed in subparagraph "b" below, are hereby designated as "exempt" employees for the purposes of receiving overtime under the Fair Labor Standards Act. It is also acknowledged that the work schedules of employees covered by this collective bargaining agreement may require employees to work in excess of their normal work hours, as their schedule requires.

Employees covered by this Agreement shall not be eligible for additional compensation, such as overtime or compensatory time, for time worked in excess of their normal work hours that is required in the ordinary course of the employees work duties, including but not limited to attendance at City Commission meetings.

However, when exempt employees work hours that exceed their normal work hours in any given work week, the employee shall have the option to utilize the overaging time in excess of their scheduled for time off during that same pay period. Such time will be earned one hour for one hour for hours worked in excess of their normal work hours. The employee will not be entitled to any compensation for such time nor any buy back of such time. The overage hours may be used at the discretion of the employee during the same payroll period in which it was accrued. Should an employee be required to work additional hours on the last scheduled day of the time period or the last Saturday in the pay period, this overage time may be used in the next pay period.

In addition, the exempt employees covered by this Agreement shall be entitled to receive compensatory time at one hour for one hour for hours worked in excess of their normal work hours or in excess of or forty (40) hours per week for time actually worked during unusual, extreme or emergency situations. All compensatory time shall be subject to the approval of the Commissioner in charge of the employee's department. For the purposes of calculating compensatory time, "hours worked" shall only include hours actually worked, as that term

Agreement Between City of Millville, N.J. and Administrators
January 1, 2021 through December 31, 2024

is defined under the Fair Labor Standards Act and shall not include any days taken as sick leave, vacation leave or any other time away from work. No employee shall accrue more than 240 hours of compensatory time. Any employee who has accrued 240 hours of compensatory time shall be paid in cash for additional overtime hours of work. An employee shall, upon retirement, be paid for the unused compensatory time.

b. Non-Exempt Employees

The City and the Administrators Union hereby recognize that the following titles are designated as "non-exempt" for the purposes of receiving overtime compensation under the Fair Labor Standards Act:

(i) Confidential Secretary

This one (1) title shall receive overtime compensation for any time actually worked in excess of 40 hours per workweek. Overtime compensation shall be calculated as one and one-half times a person's hourly rate for all hours worked in excess of 40 hours per work week. At the City's option, compensatory time may be granted in place of payment for overtime; however, no employee shall be permitted to accumulate more than 240 hours in compensatory time. Thereafter, all overtime earned shall be monetarily compensated. For the purposes of this paragraph, the calculation of "hours actually worked" shall not include any time away from work due to sick leave, vacation leave, compensatory leave, personal leave, etc. and shall only be calculated by the hours the employee actually worked.

Article 9. Administrative Leave

Section 1. Full time new employees beginning employment after January 1st of their first calendar year of employment with the city shall earn one- third of a personal day for each full month of employment. All full time employees employed on January 1st shall be entitled to four days administrative leave as hereinafter provided. Administrative leave shall be credited at the beginning of each calendar year in anticipation of continuous employment. Administrative leave that is not used during the calendar year shall be forfeited. An employee who leaves employment with the city during the calendar year shall not be required to reimburse the city for days already used. However, administrative 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.

Section 2. Requests for administrative leave must be approved by the department head or his designee. Except in the case of a personal emergency, requests for administrative leave must be submitted at least twenty-four (24) hours in advance of the time when the leave is to be taken.

Section 3. Priority in granting such leave requests shall be:

- a. Emergencies
- b. Religious holidays
- c. Personal matters

Agreement Between City of Millville, N.J. and Administrators
January 1, 2021 through December 31, 2024

Section 4. Administrative leave may be taken in conjunction with other types of paid leave.

Article 10. Bereavement Leave

All employees covered by this Agreement shall receive three (3) days off in the event of a death in the employee's immediate family. The leave may be non-consecutive days, used within two (2) weeks of the request and shall be non-cumulative, but may be taken in conjunction with other paid leave. Immediate family shall be defined as: spouse, son, son-in-law, step-son, daughter, daughter-in-law, step-daughter, father, father-in-law, step-father, mother, mother-in-law, step-mother, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister, grandparent and grandchild.

Article 11. Holiday Leave

Each employee shall receive fifteen (15) paid holidays per year as hereinafter provided.

New Year's	Day Labor Day
Washington's Birthday	Columbus Day
Good Friday	Veterans Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Juneteenth Day	Christmas Day
Independence Day	Day after Christmas

Holiday leave shall not be paid for holidays occurring before the first day of employment with the city, or for holidays occurring after the last date of employment with the city. An employee terminates employment with the city upon death, retirement, resignation or removal. Holiday leave shall not be paid for holidays occurring during a leave of absence without pay or during a suspension without pay.

Article 12. Injury Leave

Section 1. An employee who is disabled due to a compensable work connected injury or illness shall be entitled to a leave of absence with pay for the period of time that he or she is unable to return to work and is eligible for workers compensation temporary disability benefits subject to a maximum time of ninety (90) days. The examining physician designated by the Employer must certify to the disability and the injury or illness as required by state law.

Section 2. Injury leave is in addition to other paid leave. As long as the employee remains an employee of the city, the employer shall continue to provide the employer's share of all insurance coverage and pension contribution.

Agreement Between City of Millville, N.J. and Administrators
January 1, 2021 through December 31, 2024

- Section 3. During any period when the full salary or wages of an employee on injury leave is paid by the Employer, the workers compensation temporary disability payments made to or received by the employee shall be assigned to or paid to the city by the insurance carrier or the employee.
- Section 4. An employee during the period of his injury leave may be assigned a temporary work assignment known as Transitional Duty in accordance with the provisions of the City of Millville Ordinance No. 38-2003, adopted 12/16/2003 and as amended on May 1, 2012 by Ordinance No. 15-2012.
- Section 5. Employees on job-related injury leave and authorized to return from said leave on transitional duty are required to report same to his/her Commissioner.

Article 13. Sick Leave

Section 1. Full time new employees beginning employment after January 1st of their first calendar year of employment with the city shall earn one sick day for each month employed in accordance with the New Jersey Earned Sick Leave Law. Thereafter, all full time employees employed on January 1st shall be entitled to fifteen (15) days annual paid sick leave as hereinafter provided. Annual paid sick leave shall be credited at the beginning of each calendar year in anticipation of continued employment. Continued employment shall mean employment without interruption due to death, retirement, resignation or removal. Paid sick 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.

Section 2. Any employee, upon retirement from service with the city, shall receive 50% of his or her accumulated sick time subject to a maximum payment of \$15,000.00.

Section 3. In the event of an employee's death, the benefits provided in this Article shall be payable to a previously designated beneficiary provided the employee has a minimum of five (5) years of service with the City.

Section 4. Accumulated sick leave as aforesaid shall be computed at the rate in effect at the time of retirement of the employee. All benefits payable pursuant to this article shall be paid within thirty (30) days from the date of retirement or the termination of employment.

Section 5. 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 40 accumulated sick leave hours at their rate of pay as of December 31 of the previous calendar year. Payment shall be made on or before January 31 of the current year.

Section 6. Instead of the foregoing, an employee may elect the following. On or about January 1st of each year, employees with more than 260 days accumulated sick leave on the books of the City, may, at their option, sell back to the City up to 40 accumulated sick leave hours at their rate of pay as of December 31 of the previous calendar year provided the accumulated sick leave does not fall below 260 days. Payment shall be made on or before January 31 of the current year.

**Agreement Between City of Millville, N.J. and Administrators
January 1, 2021 through December 31, 2024**

Section 7. Employees shall be eligible to participate in a donated sick leave program in accordance with City Policy found at § 46-148 through § 46-155, adopted by Ordinance No. 29-2012.

The City reserves the right to require a fitness for duty examination at any time the City has a reasonable belief that the employee is not capable of performing his or her job duties or at any time the City has a reasonable belief that the employee is putting at risk him/herself, other employees or the public.

Article 14. Vacation Leave

Section 1. Full time employees beginning employment after January 1st of their first calendar year of employment with the city shall earn one vacation day for each full month of employment. All full time employees employed on January 1st shall be entitled to annual paid vacation leave as hereinafter provided. Annual paid vacation leave shall be credited at the beginning 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.

Length of Service Number of Days

1st Year	1 per full month employed
2 through 6 years	12 Annually
7 through 13 years	15 Annually
14 through 19 years	20 Annually
20 through 24 Years	25 Annually
25 to Retirement	30 Annually

Section 2. Requests for vacation leave must be approved by the department head or his/her designee. Vacation shall be scheduled for the period of time requested by the employee provided such arrangements are consistent with work requirements. Vacation leave not used in a calendar year because of business necessity shall be used during the next succeeding calendar year only and shall be scheduled to avoid loss of leave.

Article 15. Health and Benefit Program

Section 1. A. Hospitalization and Medical Care.

The City agrees to provide hospitalization insurance through the New Jersey State Health Benefits 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 Benefits Plan, for all employees and eligible dependents covered by this Agreement.

Agreement Between City of Millville, N.J. and Administrators
January 1, 2021 through December 31, 2024

B. Prescription Plan.

The City shall continue to provide a Co-Pay Prescription Plan for employees and dependents through the Prescription Corporation of America. The City may change the plan or the provider to a plan or provider other than the current Prescription Corporation of America plan, and in such event, the co-pays shall become the following:

Co-Payments for Prescription Drugs (including Specialty Pharmaceuticals) other than 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.

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.

C. Dental Plan.

The City 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.

D. Eye Care Plan.

The City shall provide the United Healthcare Vision Plan Program for the employee and his/her eligible dependents.

E. 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 A, B, C and D above, so long as substantially similar benefits are provided to the employees and their eligible dependents. The City further reserves the right, at its option, to self-insure any of the plans or coverage so long as the change to self-insurance has no material effect on the benefits which are provided to the employees and their eligible dependents. Prior notice must be made to the Union of any change.

F. Cost Contribution.

All employees shall pay a cost contribution for Health Insurance Plan coverage according to the provisions of P .L. 2011, Chapter 78, Pension and Health Benefits 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 the employee's payroll checks.

**Agreement Between City of Millville, N.J. and Administrators
January 1, 2021 through December 31, 2024**

G. Opt-Out Payments.

New Jersey law provides that a municipality may allow an employee who is eligible for other health care coverage to waive coverage under the municipality's plan. 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 15 may elect to waive all coverage, provided proof of coverage through another source can be demonstrated. Employees who waive all coverage shall receive an end-of-year payment in the amount of twenty-five (25%) percent of the applicable premium for the insurance plan or \$4,000, 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 \$2,250.00 for single coverage and \$4,000.00 for family coverage, 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.

Further, in accordance with the provisions of the applicable law which provides that the decision of a municipality to allow its employees to waiver 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.

Section 2. Retirement Benefits After Twenty-Five Years of Service with the City.

Upon the 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 coverage and optical insurance coverage. These health benefits shall be provided at the expense of the Employer, except for any cost contribution required by law or by this Agreement, subject to the following terms and conditions:

**Agreement Between City of Millville, N.J. and Administrators
January 1, 2021 through December 31, 2024**

A. Maximum of thirteen (13) years.

B. 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.

C. 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.

Section 3. Retirement Benefits After Twenty Years of Service with the City.

Upon employee's retirement, after he or she has had (20) 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 coverage and optical insurance coverage. These health benefits shall be provided at the expense of the employer, except for any cost contribution required by law or by this Agreement, subject to the following terms and conditions:

A. Maximum of nine (9) years.

B. 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.

C. 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 as set forth in Section I.B.

Section 4. Retirement Benefits After Fifteen Years of Service with the City.

Upon the Employee's retirement, after he or she has fifteen (15) 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 coverage and optical insurance coverage. These health benefits shall be provided at the expense of the

**Agreement Between City of Millville, N.J. and Administrators
January 1, 2021 through December 31, 2024**

Employer, except for any cost contribution required by law or by this Agreement, subject to the following terms and conditions:

A. Maximum of five (5) years.

B. 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.

C. 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 I.B.

Section 5. 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.

Section 6. 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, except that the prescription plan may be provided by the State Health Benefits Plan or another substantially similar plan/provider. 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 coverage according to the provisions of P.L. 2011, Chapter 78, Pension and Health Benefits Reform Law adopted June 28, 2011, 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 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%)

Agreement Between City of Millville, N.J. and Administrators
January 1, 2021 through December 31, 2024

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 the maximum contribution of One Thousand One 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.

Article 16. Schooling

A total of sixteen (16) undergraduate college credits or graduate courses each year shall be paid for by the Employer, provided the credits are job related, or part of an approved curriculum relevant to the employee's present or desired position.

The course leading to said credits must be taken other than during working hours and only after one (1) full year of employment with the Employer. The course must be passed by the Employee in order for the Employer to make reimbursement.

The Employee shall complete the appropriate section of the college credit form attached in duplicate, and submit it to his or her department head and retain one (1) copy.

The Commissioner in charge of the Department shall take action on the written request within ten (10) days from receipt thereof.

In order to be eligible for payment, the college credits or graduate courses must be approved by the Commissioner in charge of the Department prior to taking the courses and the Chief Financial Officer must certify that the funds are available to pay for the courses. The approval or denial of the payment shall be in the sole discretion of the Commissioner.

Article 17. Promotion Pay Raise

An Employee who receives a certification of permanent civil service promotion shall receive a minimum annual pay raise of \$1,000.00, provided there had not been a pay raise of at least \$1,000.00 upon provisional appointment.

Article 18. Proration of Benefits

Administrative leave, holiday leave, sick leave, vacation leave, annual clothing allowance and annual clothing maintenance allowance shall be prorated under the following circumstances:

Agreement Between City of Millville, N.J. and Administrators
January 1, 2021 through December 31, 2024

Section 1. **Employment.**

During the first calendar year of employment with the city, employees who are employed for less than twelve (12) months shall earn administrative leave, sick leave, vacation leave, annual clothing allowance and annual clothing maintenance allowance prorated on the basis of the number of full months employed. Holiday leave shall not be paid for holidays occurring prior to the first day of employment with the city.

Section 2. **Death, Retirement, Resignation or Removal.**

During the last calendar year of employment with the city, employees upon death, retirement, resignation or removal shall earn sick leave, vacation leave, annual clothing allowance and annual clothing maintenance allowance prorated on the basis of the number of full months employed. Administrative leave shall not accrue and be paid after the death, retirement, resignation or removal of an employee. However, an employee who has already used administrative leave shall not be required to reimburse the city for the days already used. Holiday leave shall not be paid for holidays occurring after the death, retirement, resignation or removal of an employee.

Section 3. **Suspension Without Pay.**

During any suspension period without pay, in excess of twenty-nine (29) days, administrative leave, holiday leave, sick leave, vacation leave, annual clothing allowance and annual clothing maintenance allowance shall be prorated on the basis of the number of thirty (30) day periods of suspension served.

Section 4. **Leave of Absence Without Pay.**

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

Article 19. **Rest Period**

Section 1. The normal work week for full-time Employees shall consist of thirty-five (35) hours per week for office personnel and all other personnel forty (40) hours per week.

Section 2. Each department head shall schedule the work shift so as to provide a fifteen (15) minute rest period during the first half of each shift and a fifteen (15) minute rest period during the second half of each shift. The department head shall schedule the rest periods in a manner least likely to interfere with the work of the department.

Agreement Between City of Millville, N.J. and Administrators
January 1, 2021 through December 31, 2024

Article 20. Bulletin Board

Bulletin board space shall be made available by the Employer at permanent work locations for use of the Administrators for the purpose of posting Administrators announcements and other information of a non-controversial nature. The city maintains the right to review and approve all material posted on the bulletin boards.

Article 21. Voting

The Employer agrees to permit voting for ratification of any collective bargaining agreement during working hours at such time as may least interfere with normal work operations.

Article 22. Retention of Existing Benefits

Section 1. "Except as otherwise provided herein, or as provided for by law, rule, regulation, or any judicial or administrative law decisions, all rights, privileges, and benefits which the employees have heretofore enjoyed and are presently enjoying shall be maintained and continued by the Employer during the term of this Agreement."

Section 2. Upon request, the Employer shall supply a copy of this Agreement to each Employee covered by this Agreement.

Article 23. Saving Clause

In the event that any federal or state legislation, governmental regulation or court decision cause invalidation of any Article of this Agreement, all other Articles not so invalidated shall remain in full force and effect.

Article 24. Loyalty, Efficiency, No Discrimination

1. Employees shall perform loyal and efficient work and service; that they will use their influence and best endeavors to protect the property of the City and its interest; that they will cooperate with the City in promoting and advancing the welfare and prosperity of same at all times.
2. The City and the Administrators shall apply the provisions of this Agreement equally to all employees and there shall be no discrimination or favoritism for reasons of race, creed, color, national origin, ancestry, age, sex, marital and civil union status, familial status, religion, affectionate or sexual orientation, atypical hereditary cellular or blood trait, genetic information, disability, liability for service in the United States Armed Forces, political affiliation, Administrators Membership or Administrators activities, or any other classification protected by Federal or State Law.

Agreement Between City of Millville, N.J. and Administrators
January 1, 2021 through December 31, 2024

3. No reprisals of any kind shall be taken by the Employer or any agent of the Employer against any party in interest, representative, or member of the Administrators, or for participation in the grievance procedure.
4. All references to employees designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Article 25. Work Environment

The Employer agrees to provide a healthy and safe work environment for the employees consistent with the requirements imposed by the Public Employment Occupational Safety and Health Act (PEOSHA).

Article 26. Duration

This agreement shall be effective as of the first (1st) day of January 2021 and shall remain in full force and effect until the thirty-first (31st) day of December 2024. All terms shall be retroactive to the first (1st) day of said agreement. This agreement shall remain in full force and effective during any future period of negotiations. It is agreed by both parties that collective bargaining negotiations for a new agreement shall start no later than October 1, 2024.

In Witness Whereof, the parties hereto have set their hands and seal this 7th day of December, 2021.

Attest:

Jeanne M. Parkinson
Jeanne M. Parkinson, City Clerk

City of Millville

Michael Santiago
Michael Santiago, Mayor

City of Millville
Administrative Unit

Seth M. Cary

RESOLUTION NO. 152-2021

WHEREAS, Chapter 76, An Act concerning legal holidays and amending P.L.2008, c89 and R.S.36:1-1, although only applies to State government employees, The City of Millville wishes to adopt *Juneteenth* (June 18, 2021) as a paid holiday for its Council 18 and Administrative Unit members for the calendar year of 2021 ONLY; and

WHEREAS, in lieu of a paid holiday received by Cumberland Council 18 and the Administrative Unit, the City of Millville wishes to provide each member of the Millville Superior Officer's Association, Police Benevolent Association and Fireman's Mutual Benevolent Association with an additional 8 hours of personal time which time **MUST** be used by December 31, 2021, This additional personal time is for this calendar year (2021) **ONLY**. All other provisions of the Agreement shall remain in full force and effect; and

WHEREAS, the City wishes to provide Emergency Medical Technicians with an additional 8 hours of personal time which time **MUST** be used by December 31, 2021, This additional personal time is for this calendar year (2021) **ONLY**.

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

1. Authorizes the Mayor to sign the addendums to Council 18 and the Administrative Unit Contracts a paid holiday for Juneteenth for the calendar year 2021 only.
2. Authorized the Mayor to sign the addendums to grant the Superior Officer's Association, Police Benevolent Association and Fireman's Mutual Benevolent Association and additional 8 hours of personal which time must be used by December 31, 2021.
3. Authorized the Mayor to grant Emergency Medical Technicians with an additional 8 hours personal time which time must be used by December 31, 2021.

Moved By: Parent

Seconded By: Pepitone

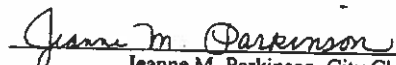
VOTING

Michael Santiago
W. James Parent
Ashleigh Udalovas
Joseph Pepitone
Bruce Cooper

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 June 15, 2021.


Jeanne M. Parkinson, City Clerk

Joanna Webster

From: Joanna Webster
Sent: Wednesday, June 23, 2021 10:43 AM
To: Rosenberger, Brian; Finch, Christopher; Joseph Hoydis; John Butschky; Haley, Scott; Burke, Regina; Shapiro, Pamela; Banks, Stacy
Cc: Jeanne Parkinson; Burns, Laura; Mercado, Wendy; Sharron Ortiz
Subject: Juneteenth Res No. 152-2021
Attachments: Juneteenth Administrators Unit.pdf; Juneteenth FMBA.pdf; Juneteenth PBA.pdf; Juneteenth SOA.pdf; Juneteenth Council #18.pdf

Good Morning:

Please see attached copies of the Juneteenth Addendum from the June 15th meeting forwarded for your information, files and further action, if applicable.

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.

CITY OF MILLVILLE
And
CITY OF MILLVILLE ADMINISTRATOR'S UNIT

The City of Millville ("City") and the City of Millville's Administrator's Unit ("Admin") on this 15th day of June, 2021 hereby agreed to the following **One-Time Addendum** to their collectively negotiated agreement which agreement expires on December 31, 2021, all other provisions of said agreement not expressly referred to herein remain unchanged.

WHEREAS, there presently exists an Agreement between the City of Millville and the City of Millville's Administrator's Unit, effective January 1, 2017 through December 31, 2021 (the "Agreement"); and

WHEREAS, Chapter 76, An Act concerning legal holidays and amending P.L.2008, c89 and R.S.36:1-1, although only applies to State government employees, The City of Millville wishes to adopt **Juneteenth** (June 18, 2021) as a paid holiday for its Administrator's Unit members for the calendar year of 2021 ONLY;

WHEREAS, any further discussions regarding subsequent calendar years must be negotiated by both parties.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the City of Millville hereby agree as follows:

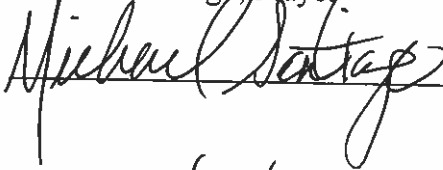
1. The City of Millville will recognize **Juneteenth**, June 18, 2021 as a paid holiday for its members of City of Millville Administrator's Unit for this calendar year (2021) ONLY.

2. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Side Agreement effective on the date first written above.

CITY OF MILLVILLE

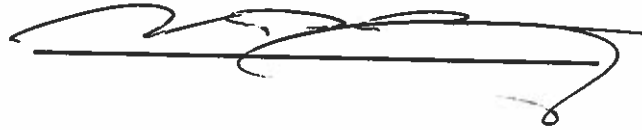
Michael Santiago, Mayor

A handwritten signature in black ink, appearing to read "Michael Santiago", written over a horizontal line.

DATED: 6/15/2021

ADMINISTRATOR'S UNIT

Brian Rosenberger, President

A handwritten signature in black ink, appearing to read "Brian Rosenberger", written over a horizontal line.

Dated: 6/16/21

RESOLUTION NO. 152-2021

WHEREAS, Chapter 76, An Act concerning legal holidays and amending P.L.2008, c89 and R.S.36:1-1, although only applies to State government employees, The City of Millville wishes to adopt *Juneteenth* (June 18, 2021) as a paid holiday for its Council 18 and Administrative Unit members for the calendar year of 2021 ONLY; and

WHEREAS, in lieu of a paid holiday received by Cumberland Council 18 and the Administrative Unit, the City of Millville wishes to provide each member of the Millville Superior Officer's Association, Police Benevolent Association and Fireman's Mutual Benevolent Association with an additional 8 hours of personal time which time **MUST** be used by December 31, 2021. This additional personal time is for this calendar year (2021) **ONLY**. All other provisions of the Agreement shall remain in full force and effect; and

WHEREAS, the City wishes to provide Emergency Medical Technicians with an additional 8 hours of personal time which time **MUST** be used by December 31, 2021. This additional personal time is for this calendar year (2021) **ONLY**.

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

1. Authorizes the Mayor to sign the addendums to Council 18 and the Administrative Unit Contracts a paid holiday for Juneteenth for the calendar year 2021 only.
2. Authorized the Mayor to sign the addendums to grant the Superior Officer's Association, Police Benevolent Association and Fireman's Mutual Benevolent Association and additional 8 hours of personal which time must be used by December 31, 2021.
3. Authorized the Mayor to grant Emergency Medical Technicians with an additional 8 hours personal time which time must be used by December 31, 2021.

Moved By: Parent

Seconded By: Pepitone

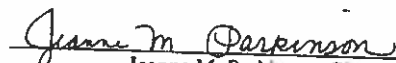
VOTING

Michael Santiago
W. James Parent
Ashleigh Udalovas
Joseph Pepitone
Bruce Cooper

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 June 15, 2021.


Jeanne M. Parkinson, City Clerk

Joanna Webster

From: Joanna Webster
Sent: Wednesday, June 23, 2021 10:43 AM
To: Rosenberger, Brian; Finch, Christopher; Joseph Hoydis; John Butschky; Haley, Scott; Burke, Regina; Shapiro, Pamela; Banks, Stacy
Cc: Jeanne Parkinson; Burns, Laura; Mercado, Wendy; Sharron Ortiz
Subject: Juneteenth Res No. 152-2021
Attachments: Juneteenth Administrators Unit.pdf; Juneteenth FMBA.pdf; Juneteenth PBA.pdf; Juneteenth SOA.pdf; Juneteenth Council #18.pdf

Good Morning:

Please see attached copies of the Juneteenth Addendum from the June 15th meeting forwarded for your information, files and further action, if applicable.

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.

CITY OF MILLVILLE
And
NEW JERSEY CIVIL SERVICE ASSOCIATION
CUMBERLAND COUNCIL #18

The City of Millville ("City") and the New Jersey Civil Service Association Cumberland Council #18 ("Council 18") on this 15th day of June, 2021 hereby agreed to the following **One-Time Addendum** to their collectively negotiated agreement which agreement expires on December 31, 2023, all other provisions of said agreement not expressly referred to herein remain unchanged.

WHEREAS, there presently exists an Agreement between the City of Millville and New Jersey Civil Service Association Cumberland Council #18 effective January 1, 2020 through December 31, 2023 (the "Agreement"); and

WHEREAS, Chapter 76, An Act concerning legal holidays and amending P.L.2008, c89 and R.S.36:1-1, although only applies to State government employees, The City of Millville wishes to adopt ***Juneteenth*** (June 18, 2021) as a paid holiday for its Council 18 members for the calendar year of 2021 ONLY;

WHEREAS, any further discussions regarding subsequent calendar years must be negotiated by both parties.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the City of Millville hereby agree as follows:

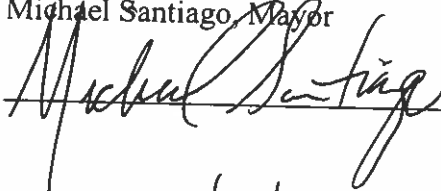
1. The City of Millville will recognize ***Juneteenth***, June 18, 2021 as a paid holiday for its members of Council 18 for this calendar year (2021) ONLY.

2. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Side Agreement effective on the date first written above.

CITY OF MILLVILLE

Michael Santiago, Mayor



DATED: 6/15/2021

CUMBERLAND COUNCIL #18

Christopher Finch, President



Dated: 6-16-21

RESOLUTION NO. 70-2020

WHEREAS, the City of Millville and the Cumberland Council #18 Association have come to an Agreement concerning the conditions of employment for the years 2020 through 2024 as a result of negotiations, which has been reduced to a written agreement; and

WHEREAS, a copy of said Agreement is on file in the office of the City Clerk; and

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 Cumberland Council #18 Association is hereby ratified and approved.

2. The Director of Public Affairs and City Clerk are hereby authorized to execute this agreement.

Moved By: Udalovas

Seconded By: Cooper

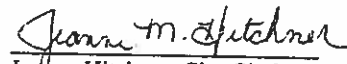
VOTING

Michael Santiago
W. James Parent
Ashleigh Udalovas
Joseph Pepitone
Bruce Cooper

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 February 4, 2020.


Jeanne Hitchner, City Clerk

**AGREEMENT BETWEEN
CITY OF MILLVILLE, NEW
JERSEY AND NEW JERSEY
CIVIL SERVICE ASSOCIATION
CUMBERLAND COUNCIL NO. 18**

January 1, 2020 through December 31, 2023

**Douglas M. Long, Esquire
Grace, Marmero & Associates, LLP
44 Euclid Street
Woodbury, New Jersey 08096**

**Kevin Jarvis, Esquire
O'Brien, Belland and Bushinsky, LLC
1526 Berlin Road
Cherry Hill, New Jersey 08003**

TABLE OF CONTENTS

Article No.	Article Title	Page
1	Purpose	4
2	Recognition	5
3	Management Rights	6
4	Grievance Procedure	7
5	Salaries	11
6	Salary Job Guide	12
7	Longevity	13
8	Shift Workers	14
9	Overtime Compensation	15
10	Administrative Leave	19
11	Bereavement Leave	21
12	Holiday Leave	22
13	Injury Leave	23
14	Sick Leave	24
15	Vacation Leave	26
16	Health Benefit Program	28
17	Schooling	36
18	Clothing Maintenance Allowance	37
19	Promotion Pay Raise	38
20	Pro-ration of Benefits	39
21	Rest Period	41
22	Bulletin Board	42
23	Vacancies	43
24	Payroll Deduction of Dues & Fees	44
25	Voting	46
26	Council Representative	47
27	Retention of Existing Benefits	48
28	Saving Clause	49
29	Loyalty, Efficiency, No Discrimination	50
30	Work Environment	51
31	Embodiment of Agreement	52
32	Personnel Policy Manual	53
33	Donated Leave Program	54
34	Duration	55
	Grievance Form	

DEFINITIONS

“Cash Overtime Compensation” means payment at a rate of one and one-half times the hourly pro-ration of the employee’s base salary, or one and one-half times the employee’s regular rate, as specified.

“Compensatory Time Off” means the granting of time off in lieu of cash payment where permitted for excess or unusual work time.

Employees covered by this Agreement do not include seasonal employees, temporary employees or newly hired or provisionally appointed employees working through a test period unless otherwise provided for under Civil Service Statutes or Regulations.

“Effective Date” is the date upon which the Agreement has been properly authorized and executed by both parties.

“Overtime Compensation” means cash overtime compensation or compensatory time off as permitted.

“Part Time Employee” means an employee whose regular hours of duty are less than the regular and normal work-week for that job title or position.

“Permanent Employee” means an employee in the career service who has acquired the tenure and rights resulting from regular appointment and successful completion of the working test period.

“Retirement” shall be defined pursuant to the laws of the State of New Jersey governing the Public Employees’ Retirement System of New Jersey and shall include service or veteran retirement, disability retirement or early retirement, but shall not include deferred retirement.

“Working Test Period” means a part of the examination process after regular appointment, during which time the work performance and conduct of the employee is evaluated to determine if permanent status is merited. The Working Test Period is three months of active service

ARTICLE 1. PURPOSE

This Agreement entered into by the City of Millville, New Jersey, hereinafter referred to as the "Employer," and the Civil Service Association, Cumberland Council #18, hereinafter referred to as "Council," has as its purpose the harmonious relations between the Employer and the Council, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

This Agreement is intended to comply with the Constitutions of the United States and the State of New Jersey, respectively, and the New Jersey Employer-Employee Relations Act, Chapter 303 of the Laws of 1968 (NJSA 34:3A-1 et seq.), as amended, the New Jersey Civil Service Act, Chapter 112 of the Laws of 1985 (NJSA 11A:6-16 et seq.), as amended, all other Statutes enacted by the Legislature of the State of New Jersey applicable to public employees regardless of whether said Statutes are specifically referred to in this Agreement, the rules and regulations of the New Jersey Civil Service Commission. In the event there is a conflict between any term or provision of this Agreement and the foregoing statutory or regulatory provisions, it is the expressed intent of the parties that the foregoing statutory and/or regulatory provisions be deemed controlling and binding upon the parties herein.

ARTICLE 2. RECOGNITION

The Employer recognizes the Council as the designated representative for the purpose of collective negotiations, according to law for all full time Millville City Employees, but excluding policemen, firemen, confidential employees, managerial executives, and supervisors within the meaning of the Act. This does not include seasonal employees, summer employees, temporary emergency employees and newly hired provisional employees working through a test period. It is agreed that upon the creation of any new titles, which are appropriate to this unit of employees, these new titles shall be covered by this Agreement. Attached hereto is a listing of the job titles subject to the terms of the within Agreement.

ARTICLE 3. MANAGEMENT RIGHTS

The Employer hereby reserves and retains unto itself those powers, rights, authority, duties, and responsibilities conferred upon and vested in it by law including, but not limited to, the right to: (a) manage and administer the affairs, property and operation of Employer; (b) direct its working forces and operations; (c) hire, promote, assign, and transfer employees in accordance with the law; and (d) suspend, demote, discharge or take other disciplinary action for good and just cause.

The powers, rights, authority, duties, and responsibilities of the Employer, as described above, and the exercise of discretion pursuant thereto, shall be limited only by the requirement of conformity with the laws of the United States of America, the laws of the State of New Jersey, the rules, regulations and/or directives promulgated thereunder including, but not limited to, the New Jersey Civil Service Commission and the terms of this collectively negotiated agreement.

ARTICLE 4. GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the Council.

B. DEFINITION

1. A grievance is a breach, misinterpretation or improper application of the terms of this Agreement; or

2. A grievance is a claimed violation, misinterpretation or misapplication of rules or regulations, existing policy, or orders applicable to the department which employs the grievant affecting the terms and conditions of employment.

C. PRESENTATION OF A GRIEVANCE

The employee shall have the right to present his own appeal, individually, or by Council, or to designate a Council representative to appear with him. The Employer agrees that there shall be no loss of pay for the time spent in presenting the grievance by the aggrieved person and the Council representative, if he is an employee of the Employer, throughout the grievance procedure. The shop steward shall have the right to utilize no more than one hour during regular work time in the preparation of a grievance for presentation.

D. STEPS OF GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement. If by agreement between the Employer and the

Council, a grievance affects employees in more than one Department, the Council may submit such grievance directly to the Personnel Committee or other designated representative of the Employer and the processing of such grievance shall be in accordance with the time limitations of step II.

E. GRIEVANCE FORMS

The grievance forms to be utilized in processing grievances are attached to this Contract. The parties agree that the Millville Police Department has an alternate grievance procedure and form which is being incorporated by reference within this Agreement.

STEP I

An aggrieved employee shall institute action under the provisions hereof, by filing a signed written complaint with the department head within ten (10) working days of the occurrence complained of, or within ten (10) working days after the employee would reasonably be expected to know of its occurrence. Failure to act within said time frame shall be deemed to constitute an abandonment of the grievance. The department head shall render a written decision within ten (10) working days after receipt of the grievance. If a written decision is not rendered by the department head within ten (10) working days, the grievance shall be deemed denied and the employee may proceed to Step II.

STEP II

Should the employee disagree with the disposition of the grievance at Step I, the employee shall file a signed written complaint with the Administrator within ten (10) working days following the determination at Step I to submit to the Commissioner in charge of the department of the issues in dispute. The Commissioner in charge of the department, or his designee, shall conduct a hearing and review the disputed issues submitted by the employee within twenty (20) days after the disposition of the grievance at Step I, unless extended by the

mutual agreement of the parties, or the grievance shall be deemed denied. The employee and his or her representative shall have the right to appear before the Commissioner in charge of the department with or without witnesses to present their case. The city shall be represented by the solicitor or his designee. The Commissioner in charge of the department shall render a written decision within ten (10) working days after the hearing. In the event that no written decision is rendered by the Commissioner in charge of the department within ten (10) working days after the hearing the grievance shall be deemed denied and the employee may proceed to Step III.

STEP III

a. Should the employee disagree with the disposition of the grievance at Step II, the employee shall request in writing that the Council submit the grievance to arbitration. Said request shall be submitted to the Council with notice to the Administrator within ten (10) working days of the disposition of the grievance at Step II. If the Council determines that the grievance is meritorious, it shall submit the grievance to arbitration within fifteen (15) working days of receipt of the request by the employee.

b. Within ten (10) working days of the request by the Council to submit the grievance to arbitration, the City and the Council shall request a list of arbitrators from either the American Arbitration Association or the Public Employees Relations Commission if applicable. The parties shall be bound by the rules and procedures of the Association or Commission whichever has been selected.

c. The arbitrator's decision shall be made in writing and submitted to the City and the Council. Said decision shall be final and binding on the parties.

d. In the event the arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the Public Employment Relations Commission (PERC).

e. The cost of the services of the arbitrator including per diem expenses and travel expenses shall be borne equally by the City and the Council. The City shall provide the hearing room. Any other expenses incurred including the cost of a transcript shall be borne by the party incurring the expense.

f. If the arbitrator determines that either party has acted in bad faith, the cost of the arbitration may be assessed by the arbitrator against said party.

g. If an employee chooses to retain legal counsel, the Council shall not be responsible for the payment of legal fees or expenses incurred by legal counsel.

h. The arbitrator shall limit himself/herself to the interpretation and application of the terms of this Agreement, including past practices, policies and procedures, and the issues submitted to him/her and consider no other.

i. The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement.

j. **Rights of Council**

1. When an employee is not represented by the Council, the representative of the Council shall receive notice of the decision rendered at each level of the grievance procedure.

2. The Council may continue a grievance through all applicable levels of this procedure, even though an employee does not wish to do so, if said grievance affects or has application to a group or class of employees within the unit.

3. Any provisions contained in this Collective Bargaining Agreement including this Article shall not be interpreted as requiring the Council to submit a grievance to arbitration or to represent an employee in any proceedings instituted with the New Jersey Department of Personnel. The Council's decision to process a grievance at any step or to terminate the grievance proceedings at any step shall be final as to the interests of the grievant and the Council.

ARTICLE 5. SALARIES

The salaries for all employees covered under this Agreement will be increased as follows during the term of this Agreement:

January 1, 2020	1% (this increase is in addition to any step an employee may be entitled to pursuant to a salary guide, if applicable)
January 1, 2021	1% (this increase is in addition to any step an employee may be entitled to pursuant to a salary guide, if applicable)
January 1, 2022	2% (this increase is over and above any step an employee may be entitled to pursuant to a salary guide, if applicable)
January 1, 2023	3% (this increase is over and above any step an employee may be entitled to pursuant to a salary guide, if applicable)

- *1. January 1, 2020 increase applies only to employees employed as of January 1, 2020.
- *2. January 1, 2021 increase applies only to employees employed as of January 1, 2021.
- *3. January 1, 2022 increase applies only to employees employed as of January 1, 2022.
- *4. Retroactive pay is payable only to employees employed as of the ratification of the agreement except as follows.

The City shall, in addition, pay employees weekly or bi-weekly on the applicable Friday. Should a holiday occur on a Friday, checks shall be issued on the day preceding the holiday.

Handwritten notes: PBA, 20-3, 21-3, 22-3, 23-3, 24-3

any payments through Direct Deposit to the City. In the event of a direct deposit error, employees shall continue to receive cash payment for the pay period. In the event the City provides access to a City computer to any employee who wishes to view their pay stub.

ARTICLE 6. SALARY JOB GUIDE

Any full time employee who receives a promotion or re-classification so as to assume additional responsibilities or duties, or in recognition of the performance of duties, or in recognition of the performance of duties beyond those required by their existing title from a class or title having a higher salary range, shall reach their maximum salary level within five (5) years of such promotion or reclassification. New full time employees shall reach their maximum salary level for their class or title within five (5) years of their starting date. The established past practice of providing for equal increases in salary over a five (5) year period is made a part of this Contract.

Effective January 1, 2013, the Step increases shall be increased to cover seven (7) years in place of five (5) years.

Effective for new full time employees hired after the signing of the prior Agreement dated January 1, 2015 through December 31, 2016, the Step increases shall be increased to cover ten (10) years.

The City shall supply to the Council a list of the job titles and salary ranges covered by this Contract with the understanding that the list of job titles and salary ranges does not prevent the governing body of the City from adopting a Salary Ordinance that may increase the salary range of a particular job title without the necessity of negotiating that change with the Union. The parties further agree that the City may, consistent with Title 11A of the New Jersey Statutes and Title 4A of the New Jersey administrative Code governing civil service, reduce the starting salary of a job title where all positions in that job title are vacant and/or where no current City employee has bid on and/or been awarded a position in that job title.

ARTICLE 7. LONGEVITY

Longevity pay shall be afforded all full time employees within the unit employed prior to September 6, 2012 as follows:

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
5 Years	3.50%	3.50%	3.50%	3.50%
10 Years	4.50%	4.50%	4.50%	4.50%
15 Years	5.50%	5.50%	5.50%	5.50%
20 Years	6.50%	6.50%	6.50%	6.50%
25 Years`	7.50%	7.50%	7.50%	7.50%

Longevity schedule for new employees hired after September 6, 2012 shall be as follows:

5-9 years	\$200.00
10-14 years	\$300.00
15-19 years	\$400.00
20-24 years	\$500.00
25 and up	\$600.00

Longevity Pay shall not be afforded to new employees hired after the signing of the July 7, 2015 Agreement.

ARTICLE 8. SHIFT WORKERS

All shift workers' pay, whose titles appear below, shall reflect a shift differential on the 4:00 to 12:00 shift (second shift) and on the 12:00 to 8:00 shift (third shift) as set forth herein. A shift differential of 26 cents per hour shall be paid for the second shift, and a shift differential of 32 cents per hour shall be paid for the third shift. The shift differential shall be paid for the following titles:

1. Animal Control Officer
2. Dispatcher
3. Pumping Station Operator
4. Senior Sewage Plant Operator
5. Sewage Plant Operator

If the Employer creates any new job titles or uses existing job titles which may necessitate shift workers for job description completeness, the Employer shall authorize shift differential payments accordingly.

The above provisions are not applicable to part-time employees.

ARTICLE 9. OVERTIME COMPENSATION

1. Employees who work in excess of 40 hours in a work week shall receive overtime compensation at the rate of one and one-half times their regular rate of pay for each hour worked in excess of 40 hours. The City, in its discretion, may approve compensatory time off at the above rate in lieu of paying cash overtime compensation.

2. There is no requirement to pay overtime compensation for hours worked on a weekend, evening, holiday, or in excess of eight (8) hours per day. However, included in the computation of hours worked for the purpose of computing overtime compensation during the seven day work period shall be the number of hours actually worked plus holiday leave and vacation leave. No other paid leave shall be included in the computation of hours worked for the purpose of computing overtime compensation.

3. All full time permanent employees temporarily assigned to the higher classification of Supervisor shall receive compensation equal to the minimum pay for the higher classification but not less than three percent (3%) of the employee's current salary for each day after the completion of the tenth (10th) consecutive working day. For the purposes of clarification, a "working day" shall be any day when the employee actually reports to work. However, for as long as an employee is assigned to the temporary title, time off with pay (i.e., vacation, compensatory time, holiday, sick) shall not count as a "working day" but shall also not serve to "restart" the ten (10) "consecutive" working days.

For example, if an employee is temporarily assigned to a higher classification of Supervisor and, after working five consecutive working days the employee takes three vacation days, those three vacation days shall not count towards the "ten working days" but they also shall not "restart" the clock on those ten working days. Therefore, when the employee returns from

vacation, the first day back at work will count as the employee's sixth working day provided the employee is still temporarily assigned to the position.

4. The City and the Council recognize that there presently exists of necessity, five (5) separate overtime award systems, one for each of the five (5) departments of government. Each department head agrees to promulgate written rules reasonably calculated to insure equal availability of overtime opportunity to all employees interested in overtime hours. These written rules shall recognize the City's discretion to make overtime available to persons qualified for same in the event special skill or training is required.

5. Full time employees called into work from an unscheduled work day or from between work shifts shall be entitled to be paid a minimum of two (2) hours pay payable at one and one-half times the employees regular rate of pay unless the work continues into their regularly scheduled work hours in which event they would be entitled to call-in overtime pay only for the period prior to the commencement of their regular shift. The call-in minimum of two (2) hours does not apply when an employee's work day is extended beyond his/her normal quitting time or the employee has been prescheduled to work overtime at a designated time even if that time is between scheduled shifts or on a scheduled day off. This compensation may be paid in the form of cash or compensatory time off in the discretion of the Employer. Employees called into work shall remain and complete their duties unless excused by their Department Head or his designee, or unless they have a personal emergency which requires their immediate attention. If the employee leaves work for a personal emergency without working two (2) hours, he will be paid for actual time worked. However, Employees providing fleet maintenance who are called in to tow a motor vehicle shall receive a flat rate of \$50.00 in lieu of the foregoing. The City will provide an annual stipend of \$300.00 for any employee in the fleet maintenance department for the purchase of tools.

6. Full time employees who are required to maintain a commercial driver's license (CDL) shall be provided a \$500.00 per year stipend. Additionally, employees holding the following state licenses shall also receive a \$250 per year stipend per license, per grade, subject to the conditions set forth in this Section. The City shall also pay the cost of the annual renewal fee for both the sewer (S) and collection (C) licenses.

C1-C4 Wastewater Collection

S1-S4 Public Wastewater

T1-T4 Water Treatment

W1-W4 Water Distribution

For example, an employee with a C1 and C2 license shall receive a total payment of \$500; a person who holds a C1, S1 and S2 license shall receive a total of \$750.

First, the employee must work in the department where the license is potentially useful. For example, a person working in the Parks Department who secures a T1 license shall not be paid for holding that license. Second, the City shall not be required to pay for a license where the employee holds a title which requires a particular license as a condition of holding that title. The reason for this condition is that the salary for the title already compensates the employee for holding the license.

Notwithstanding the above, no employee shall receive less than they are receiving as of December 31, 2014 provided the license for which they are receiving the compensation remains active. For example, in the event a current employee has only a T1, and presently receives \$500 for that license, that employee shall continue to receive \$500 for that license as long as that license is active. In the event that same employee then receives a T2 license, he shall continue to receive the \$500 for both licenses. If the employee receives a third license, then the employee shall receive an additional \$250 for the third license.

7. For the Sewer Department and Water Department only, the Department Head, or his designee, may assign up to 2 employees per department to be “on-call” for either a one week (7 days) or two week (14 days) period. A full time employee who is assigned to be “on-call” shall receive a payment of \$100.00 per week or four (4) hours of compensatory time per week while serving in such capacity. The choice of \$100.00 or four (4) hours of compensatory time per week will be at the employee’s discretion. Employees assigned to be “on-call” are expected to be responsible for all calls during the period they are in that assignment and shall respond to a call within two (2) hours of the time in which the call is received. Employees who fail to respond to a call or fail to report within two (2) hours may be subject to discipline. Employees shall receive a minimum of two (2) hours of pay in the event of a call while on call and shall receive pay for all hours worked in the event of a call that lasts longer than two (2) hours. The “on-call” assignment shall be for a period of either one or two weeks and shall rotate among the employees in the department with the rotation to be determined by the Department Head or his designee.

ARTICLE 10. ADMINISTRATIVE LEAVE

1. Administrative leave days are to be used by an employee for personal reasons subject to Section 2 below. Administrative leave days are earned on a prorated basis. Upon permanent employment, full time new employees beginning employment after January 1st of their first calendar year of employment with the City shall earn one-third (1/3) of a personal day for each full month of employment. Part time new employees shall earn one (1) hour of personal time for every thirty (30) hours worked. No newly hired or provisionally appointed employee shall be entitled to Administrative leave days during their working test period.

Thereafter, at the beginning of each calendar year, in anticipation of continued employment, full time employees shall be credited with four (4) Administrative Leave Days which shall be earned one (1) day for each three (3) full months of employment. Part time employees shall continue to accrue personal time at the rate of one (1) hour of personal time for every thirty (30) hours worked. An employee who leaves City service before the end of a calendar year shall have his or her Administrative Leave Days pro-rated, based upon time earned. An employee shall reimburse the City for paid Administrative Leave Days used in excess of his or her pro-rated entitlement. The City may withhold any amount due the City from any final payroll check. Administrative leave that is not used during the calendar year shall be forfeited. Administrative 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.

2. Requests for administrative leave must be approved by the department head or his designee. Except in the case of a personal emergency, requests for administrative leave must be submitted at least twenty-four hours in advance of the time when the leave is to be taken.

3. Priority in granting such leave requests shall be:

a. Emergencies

b. Religious Holidays

c. Personal Matters

4. Administrative leave may be taken in conjunction with other types of paid leave.

ARTICLE 11. BEREAVEMENT LEAVE

All full time employees covered by this Agreement shall receive three (3) days off in the event of a death in the employee's immediate family. The leave shall be non-cumulative but may be taken in conjunction with other paid leave. Immediate family shall be defined as: Spouse, domestic partner with civil union status, son, son-in-law, step-son, daughter, daughter-in-law, stepdaughter, father, father-in-law, step-father, mother, mother-in-law, step-mother, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister, grandparent and grandchild.

ARTICLE 12. HOLIDAY LEAVE

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Martin Luther King Day	Thanksgiving Friday
Memorial Day	Christmas Day
Independence Day	Day after Christmas

Part time employees shall only receive holiday leave if a holiday falls on their regularly scheduled work day. Holiday leave shall not be paid for holidays occurring before the first day of employment with the City, nor for holidays occurring after the last date of employment. An employee terminates employment with the City upon death, retirement, resignation or removal. Holiday leave shall not be paid for holidays occurring during a leave of absence without pay or during a suspension without pay.

ARTICLE 13. INJURY LEAVE

1. An employee who is disabled due to a compensable work connected injury or illness shall be entitled to a leave of absence with pay for the period of time that he or she is unable to return to work and is eligible for workers compensation temporary disability benefits subject to a maximum time of ninety (90) days. The examining physician designated by the City must certify to the disability and the injury or illness as required by State law.

2. Injury leave is in addition to other paid leave. As long as the employee remains an employee of the City, the Employer shall continue to provide the Employer's share of all insurance coverages and pension contribution.

3. During any period when the full salary or wages of an employee on injury leave is paid by the City, the workers compensation temporary disability payments made to or received by the employee shall be assigned to or paid to the City by the insurance carrier or the Employee.

4. An employee during the period of his injury leave may be assigned a temporary work assignment known as Transitional Duty in accordance with the provisions of the City of Millville Ordinance N. 31-2001.

5. Employees on job-related injury leave and authorized to return from said leave on transitional duty are required to report same to his/her Department Head.

ARTICLE 14. SICK LEAVE

1. Full time new employees beginning employment after January 1st of their first calendar year of employment with the City shall earn one sick day for each month employed. Thereafter, all full time employees employed on January 1st shall be entitled to fifteen (15) days annual paid sick leave as hereinafter provided. Annual paid sick leave shall be credited at the beginning of each calendar year in anticipation of continued employment. Continued employment shall mean employment without interruption due to death, retirement, resignation or removal. Paid sick 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. Part time employees shall be entitled to one (1) hour of sick leave for every thirty (30) hours worked.

Sick Leave shall be administered in accordance with the procedures set forth in Chapter 46-83 entitled Sick Leave of the City of Millville Personnel Manual, unless the personnel manual is inconsistent with this Agreement.

2. Any employee, upon retirement from service with the City of Millville, shall receive 50% of his or her accumulated sick time subject to a maximum payment of \$15,000.00.

3. In the event of an employee's death, the benefits provided in this Article shall be payable to a previously designated beneficiary provided that the employee has a minimum of five (5) years of service with the City.

4. Accumulated sick leave as aforesaid shall be computed at the rate in effect at the time of retirement of the employee. All benefits payable by this Article shall be paid within thirty (30) days from the date of retirement or the termination of employment.

5. The City agrees that for non-work related medical conditions, the City will not require a fitness for duty examination from Occupational Health or any other City designated medical provider unless an employee has been absent from work for at least ten (10) working

days due to a medical condition. For absences of five (5) days or more, but less than ten (10) days the employee shall submit a City prescribed return to work form from his/her treating doctor, which states clearly that the employee can return to work "with no employment 'restrictions' or 'conditions'." Where the City requires an employee to obtain a fitness for duty examination through Occupational Health or other medical provider, every effort shall be made for the appointment to be scheduled on or before the date the employee is scheduled to return to work. The employee shall notify the City three (3) working days in advance of his/her desired date of return to work. If the appointment is scheduled on the day the employee desires to return to work, it shall be during working hours, and the employee shall be compensated for the time involved in this visit.

6. 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 40 accumulated sick leave hours at their rate of pay as of December 31 of the previous calendar year. Payment shall be made on or before January 31 of the current year.

ARTICLE 15. VACATION LEAVE

Full time new employees beginning employment after January 1st of their first calendar year of employment with the City shall earn one vacation day for each month employed. Part-time employees shall earn one (1) hour for every thirty (30) hours worked. All full time employees employed on January 1st shall be entitled to annual paid vacation leave as hereinafter provided. Annual paid vacation leave for full time employees shall be credited at the beginning of each calendar year in anticipation of continued employment based on the full time 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 during a leave of absence without pay or during a suspension without pay.

Effective January 1, 2015, the following Vacation Schedule shall be in effect for full time employees as specified below:

EIGHT (8) HOUR EMPLOYEES

LENGTH OF SERVICE	NUMBER OF HOURS OFF
1 st Year	8 hours per full month employed
2 through 6 Years	96 hours annually
7 through 13 Years	120 hours annually
14 through 19 Years	160 hours annually
20 to 24 Years	200 hours annually
25 to Retirement	240 hours annually

SEVEN (7) HOUR EMPLOYEES

LENGTH OF SERVICE	NUMBER OF HOURS OFF
1 st Year	7 hours per full month employed
2 through 6 Years	84 hours annually
7 through 13 Years	105 hours annually
14 through 19 Years	140 hours annually
20 to 24 Years	175 hours annually
25 to Retirement	210 hours annually

Requests for vacation leave must be approved by the Commissioner or his designee. Vacation shall be scheduled for the period of time requested by the employee provided such arrangements are consistent with work requirements. Vacation leave not used in a calendar year because of business necessity shall be used during the next succeeding calendar year only and shall be scheduled to avoid loss of leave. Part time employees shall be able to carry over up to one (1) work weeks' worth of vacation time during the next succeeding calendar year only.

ARTICLE 16. HEALTH BENEFIT PROGRAM

Section 1.

A. Hospitalization and Medical Care.

The City agrees to provide hospitalization insurance through the New Jersey State Health Benefits 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 Benefits Plan, for all full time employees and eligible dependents covered by this Agreement. Part time employees working thirty (30) hours per week or more shall also be entitled to hospitalization and medical care insurance.

B. Prescription Plan.

The City shall also provide a Co-Pay Prescription Plan for full time employees and dependents and applicable part time employees as defined above, through the New Jersey State Health Benefits Plan. 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.

In the event the City changes the provider of its Prescription Plan to a carrier other than the New Jersey State Health Benefits Plan, then in such event the Prescription Co-Pays shall become the following:

Co-Payments for Prescription Drugs (including Specialty Pharmaceuticals) other than 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.

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.

C. Dental Plan. The City 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, except that effective March 1, 2015 the orthodontial payment shall be increased to \$3,000 per person, in accordance with the dental plan.

Effective March 1, 2015, the City's Dental Plan shall provide for coverage for white dental fillings. Also effective March 1, 2015, the City's Dental Plan will provide a maximum benefit of \$3,000 per person.

Part time employees are not entitled to dental plan coverage.

D. Eye Care Plan. The City shall provide the United Healthcare Vision Plan Program for the employee and his/her eligible dependents. Part time employees are not entitled to eye care coverage.

E. 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 A, B, C and D above, so long as substantially similar benefits are provided to the employees and their eligible dependents. The City further reserves the right, at its option, to self-insure any of the plans or coverages so long as the change to self-insurance has no material effect on the benefits which are provided to the employees and their eligible dependents. Prior notice must be made to the Union of any change.

F. Cost Contribution.

Effective January 1, 2011, full time employees shall pay the greater of one and one-half (1½%) percent of their pensionable wages or \$500 for single coverage or \$1,000 for all other

coverage (i.e. Parent/child, Adult/Family) as a cost contribution for their health benefits. Payment shall be made by the way of withholdings from the employee's payroll checks.

Effective June 28, 2011, all full time employees 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 or \$500 for single coverage of \$1,000 for all other coverage (i.e. Parent/child, Adult/Family) whichever is greater as a cost contribution for their health benefits. Part time employees shall pay a cost contribution no less than the lowest contribution rate of a full time employee with the same rate of pay. Payment shall be made by the way of withholdings from the employee's payroll checks.

G. Opt-Out Payments.

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:

Full time employees enrolled in the health insurance coverage plan provided in Article 16 Section 1.A. may elect to waive all coverage, provided proof of coverage through another source can be demonstrated. Full time employees who waive all coverage shall receive payment in the amount of twenty-five (25%) percent of the applicable premium for the insurance plan or \$4,000, 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 \$4,000, whichever is less. Checks for opting out will be issued quarterly.

A full time 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.

Further, in accordance with the provisions of the applicable law which provides that the decision of a municipality to allow its employees to waiver 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.

In the event the City leaves the New Jersey State Health Benefit Program and spouses or civil union partners are both employed by the City, or one spouse/partner is employed and the other is retired from the employ of the City, Health Insurance Coverages provided herein, including but not limited to the Prescription Plan, shall be afforded to only one designated spouse with the other spouse covered as a family member. Further, eligible children can only be covered by one participating subscriber. No waiver payment shall be paid to any employee/retiree whose spouse or civil union partner is also employed by the City or has retired from the City and receives their health insurance from the City.

Section 2.

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:

- A. Maximum of thirteen (13) years.
- B. 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.
- C. 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.

Section 3.

Retirement Benefits After Twenty Years of Service with the City.

Upon a full time employee's retirement, after he or she has had (20) 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 coverage 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:

- A. Maximum of eight (8) years.
- B. 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.
- C. 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 as set forth in Section 1.B.

Section 4.

Retirement Benefits After Fifteen Years of Service with the City.

Upon the full time Employee's retirement, after he or she has fifteen (15) 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 coverage

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:

A. Maximum of five (5) years.

B. 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.

C. 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.

Section 5. 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.

Section 6. 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.

Effective June 28, 2011, 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, 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) subject to any required retiree contributions under Chapter 78 or as otherwise required under this Section 6 of this Article. Retirees may elect to secure health benefit coverage for an eligible spouse and/or dependents (i.e. Husband/Wife, Parent/Child or Family Coverage) but shall be responsible to pay One Thousand (\$1,000) Dollars per annum for that additional coverage.

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 17. SCHOOLING

A total of sixteen (16) undergraduate college credits or graduate courses, up to a maximum amount of \$3,000 per full time employee per year, shall be paid for by the Employer, provided the credits are job related, or part of an approved curriculum relevant to the full time Employee's present or desired position.

In order to receive reimbursement for the courses, the employee must obtain prior approval of his/her Commissioner to take the course. Reimbursement shall also be conditioned upon the employee receiving a passing grade (if in a "pass/fail" class) or a grade of "C" or better and may also be restricted by budget limitations.

Prior to taking the course, the Employee shall complete the appropriate section of the College Credit Request Form attached in duplicate, and submit it to his or her department head and retain one (1) copy. The department head shall then submit the form to the Commissioner in charge of the Department for his/her approval.

The course leading to said credits must be taken other than during working hours and only after one (1) full year of employment with the Employer. In the event the employee leaves the employer within two (2) years of finishing the course, the employee shall remit payment to the City in the amount which the employee was reimbursed by the City.

The Commissioner shall take action on the written request within ten (10) days from receipt thereof.

ARTICLE 18. CLOTHING MAINTENANCE ALLOWANCE

Any Animal Control Employees in the Department of Public Safety required to wear a uniform shall receive a uniform maintenance allowance of \$400.00 per year payable on August 15th.

ARTICLE 19. PROMOTION PAY RAISE

A full time Employee who receives a certification of permanent civil service promotion shall receive a minimum annual pay raise of \$500.00, provided there had not been a pay raise of at least \$500.00 upon provisional appointment.

ARTICLE 20. PRORATION OF BENEFITS

Administrative leave, holiday leave, sick leave, vacation leave, and annual clothing maintenance allowance shall be prorated under the following circumstances:

1. **Employment.** During the first calendar year of employment with the City, Employees who are employed for less than twelve (12) months shall earn administrative leave, sick leave, vacation leave, and annual clothing maintenance allowance prorated on the basis of the number of full months employed. Holiday leave shall not be paid for holidays occurring prior to the first day of employment with the City.

2. **Death, Retirement, Resignation or Removal.** During the last calendar year of employment with the City, Employees, upon death, retirement, resignation or removal shall earn administrative leave, sick leave, vacation leave and annual clothing maintenance allowance prorated on the basis of the number of full months employed. Administrative leave shall not accrue and be paid after the death, retirement, resignation or removal of an employee. Holiday leave shall not be paid for holidays occurring after the death, retirement, resignation or removal of an employee.

An employee who leaves City service before the end of a calendar year shall have his or her administrative leave, sick leave, vacation leave and annual clothing allowance pro-rated based upon time earned. An employee shall reimburse the City for paid administrative leave, sick leave, vacation leave and annual clothing allowance used or paid in excess of his or her pro-rated entitlement. The City may withhold any amount due the City from any final payroll check.

3. **Suspension Without Pay.** During any suspension period without pay, in excess of 29 days, administrative leave, holiday leave, sick leave, vacation leave, annual clothing allowance and annual clothing maintenance allowance shall be prorated on the basis of the number of thirty day periods of suspension served.

4. **Leave of Absence Without Pay.** During any leave of absence without pay, in excess of 29 days, administrative leave, holiday leave, sick leave, vacation leave, annual clothing allowance and annual clothing maintenance allowance shall be prorated on the basis of the number of 30 day periods of leave taken.

ARTICLE 21. REST PERIOD

1. The normal work week for full-time employees shall consist of thirty-five (35) hours per week for office personnel and all other personnel forty (40) hours per week.
2. Each department shall schedule the work shift so as to provide a fifteen (15) minute rest period during the first half of the shift and a fifteen (15) minute rest period during the second half of each shift. The Commissioner in charge of each Department shall have the discretion to modify the rest period for any particular Department to include a single thirty (30) minute rest period for the entire work day. Each Commissioner, in exercising that discretion, shall be sensitive to the particular job related responsibilities within each Department that might effect health or hygiene that may warrant a single one-half hour rest period. The department head shall schedule said rest periods in a manner least likely to interfere with the work of the Department and may issue written rules regarding the manner and the location area where the employee shall take the rest period.

ARTICLE 22. BULLETIN BOARD

Bulletin Board space shall be made available by the Employer at permanent work locations for use of the Council for the purpose of posting Council announcements and other information of a non-controversial nature. The City maintains the right to review and approve all materials posted on the Bulletin Board.

ARTICLE 23. VACANCIES

Upon the desire of the City to fill a permanent vacancy within the bargaining unit, said vacancy within the bargaining unit, including newly created positions, or those vacated due to promotions or resignations, are to be posted within five (5) working days of occurrence so that all eligible employees are aware of the opening. The position shall be posted in the Human Resources Office as well on the Bulletin Board located in each Department. A representative of the Union shall receive a copy of posted notices. Any eligible employee who wishes the opportunity to apply for the open position should apply for said position within five (5) working days of the date of the announcement.

The posting shall occur prior to filling a position with a provisional employee. The employee selected for the position shall serve as a provisional employee pending Civil Service testing for permanent status. Should the employee serving in the position provisionally fail to qualify, or otherwise not be selected in accordance with State law, the employee will return to his/her former position and the position will be filled in accordance with Civil Service regulations without the requirement that the job be re-posted.

ARTICLE 24. PAYROLL DEDUCTION OF DUES AND FEES

1. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Council. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.
2. A check-off shall commence for each employee who signs an authorization card, supplied by the Council and verified by the City's Chief Financial Officer or designee during the month following the filing of such card with the City.
3. If during the life of this Agreement there shall be any change in the rate of membership dues, the Council 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 Council and signed by the President of the Council advising of such changed deduction.
4. The Council will provide the necessary "check-off authorization" form and the Council will secure the signatures of its members on the forms and deliver the signed forms to the City Clerk.
5. 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.
6. The City agrees to deduct the voluntary fair share fee from the earnings of those employees who elect not to become members of the Council and transmit the fee to the majority representative.
7. The deduction shall commence for each employee who elects not to become a member of the Council during the month following written notice from the Council 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 Public Employment Relations Commission.

8. The fair share fee for services rendered by the Council shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Council, less the cost of benefits financed through the dues available only to members of the Council, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments or such other amount as voluntarily agreed-to by the non-member as set forth in the Agency Shop Fees Voluntary Check-Off and Continuation Form signed by the non-member, a copy of which shall be provided to the City.

9. 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 Council 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 bargaining negotiations with the City.

10. The Council 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 Council to the City, or in reliance upon the official notification on the letterhead of the Council and signed by the President of the Council, advising of such changed deductions.

ARTICLE 25. VOTING

The Employer agrees to permit any voting for the purpose of ratification of this Agreement and any successor Agreement hereto, during working hours at such time as may least interfere with normal work operations.

ARTICLE 26. COUNCIL REPRESENTATIVE

Any Employee in this Unit who is a duly authorized representative of the Council shall be granted a leave of absence with pay for an aggregate period not exceeding five (5) days in any calendar year for the purpose of traveling to and from and attending a meeting of the New Jersey Civil Service Association. The number of such employees will not exceed five (5). The Employer shall be supplied with the names of such delegates by Council at a reasonable time before such meeting.

Shop Stewards shall be permitted during working hours, without loss of pay, to attend an annual training session conducted or sponsored by the Council subject to the following limitations:

1. Said leave is limited to no more than six (6) Shop Stewards.
2. Each individual Shop Steward is limited to attending one training session during the term of the Contract.
3. Written notice by the Council shall be submitted to the City Clerk specifying the individuals effected at least fourteen (14) days prior to the scheduled session.
4. A Certificate of Attendance shall be submitted to the City Clerk by the Council.

ARTICLE 27. RETENTION OF EXISTING BENEFITS

1. Except as otherwise provided herein or by changes provided by law, all rights, privileges and benefits which the Employees have heretofore enjoyed and are presently enjoying shall be maintained and continued by the Employer during the term of this Agreement.
2. Upon request, the Employer shall supply a copy of this Agreement to each Employee covered by this Agreement.

ARTICLE 28. SAVING CLAUSE

In the event that any Federal or State Legislation, governmental regulation or court decision cause invalidation of any Article of this Agreement, all other Articles not so invalidated shall remain in full force and effect. Except as to established past practices not specifically discussed in this Agreement, this Contract represents the complete agreement between the City and Council 18.

ARTICLE 29. LOYALTY, EFFICIENCY, NO DISCRIMINATION

1. Employees shall perform loyal and efficient work and service; that they will use their influence and best endeavors to protect the property of the City and its interest; that they will cooperate with the City in promoting and advancing the welfare and prosperity of same at all times. Employees have an obligation to respond to a reasonable amount of overtime.

2. The City and the Council shall apply the provisions of this Agreement equally to all employees without discrimination as to race, creed, color, national origin, ancestry, age, sex, marital and civil union status, familial status, religion, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, disability, liability for service in the United States Armed Forces or any other classification protected by Federal or State law.

3. All references to employees designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

4. The City shall not interfere with the rights of employees to become members of the Council. There shall be no discrimination, interference, restraint or coercion by the City or any City representative, against any employee because of union membership or because of any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968, as amended, or this Agreement.

Employees shall retain all civil rights under New Jersey State and Federal Law.

ARTICLE 30. WORK ENVIRONMENT

The Employer agrees to provide a healthy and safe work environment for the Employees consistent with the requirements imposed by the Public Employees Occupational Safety and Health Act (PEOSHA). The parties agree to meet and confer in order to designate those employees deemed “essential” for emergency purposes. In the event that City Hall closes due to severe weather conditions, employees in departments who are required to work despite said closure shall receive compensatory time equal to the number of hours for which City Hall is closed.

ARTICLE 31. EMBODIMENT OF THE AGREEMENT

This document constitutes the sole and complete agreement between the parties of those terms and conditions governing the employment of employees within the Bargaining Unit as represented by the Association. The parties acknowledge each has had the respective opportunity to present and discuss proposals on any subject which is or may be subject to collective negotiations provided, however, that upon mutual agreement of the parties, which shall be in writing, the parties may further modify, amend or interpret the terms and conditions embodied in this Agreement.

ARTICLE 32. PERSONNEL POLICY MANUAL

It is understood and agreed that the City of Millville Personnel Policies, found at Chapter 46 of the City Code, shall apply in all cases and for all matters not covered by this Agreement. In the event the City of Millville Personnel Policies conflict with any provision of this Agreement, this Agreement shall be controlling and binding upon the parties. In all other instances, the Personnel Policy Manual shall prevail.

In the event the City shall determine that a change in the Personnel Policy Manual is required, it will notify the Union, in writing, of the proposed change. If, after fourteen (14) calendar days, the Union has not objected to the change, the failure to object shall be considered consent to modify the Personnel Policy Manual and the parties shall thereafter be bound by the modification. If the Union objects to the change, the parties agree to meet and negotiate over changes involved if the change involves a negotiable term and condition of employment and is not a managerial prerogative.

ARTICLE 33. DONATED LEAVE PROGRAM

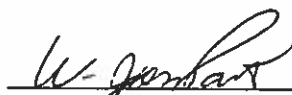
The City has established a donated leave program which is governed by the Donated Leave Policy as set forth in Chapter 46 of the Personnel Policies of the City of Millville at Article XXXIV entitled Donated Leave Policy, Section 46-149 et seq.

ARTICLE 34. DURATION

This Agreement shall be effective as of the first day of January, 2020 and shall remain in full force and effect until the 31st day of December, 2023. This Agreement shall remain in full force and effect during any future period of negotiations. It is agreed by both parties that collective bargaining negotiations for a new Agreement shall begin no later than October 1, 2023.

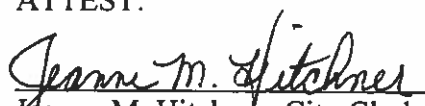
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this
4th day of February, 2020

CITY OF MILLVILLE



~~Michael Santiago, Mayor~~
W. James Parent, Vice Mayor

ATTEST:

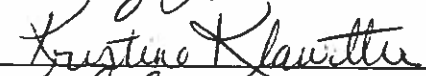


Jeanne M. Hitchner, City Clerk

THE NEW JERSEY CIVIL
SERVICE ASSOCIATION-

CUMBERLAND COUNCIL 18



Doug Smith


Kristine Klawitter


Mike Pitt


V. Henry

**CITY OF MILLVILLE AND
NJCSA CUMBERLAND COUNCIL 18**

GRIEVANCE FORM

This form shall be used by a member or members of Council 18 when filing a grievance pursuant to Article 4 of the collective bargaining agreement between the City and Council 18. Please familiarize yourself with that Article prior to filing this form, particularly the time limits imposed by the Article. If additional space is needed, please attach a separate sheet of paper.

STEP ONE

SUBMISSION TO DEPARTMENT HEAD

Please state the nature of your grievance including the date of occurrence.

What Article of the Collective Bargaining Agreement, Rule, Regulation, Existing Policy or Department Order do you allege has been breached, misinterpreted or misapplied?

My Employee Representative shall be: _____

Signature of Employee: _____ Date Submitted: _____

DEPARTMENT HEAD RESPONSE

Date Grievance Received by Department Head: _____

Department Head's Determination:

Signature of Department Head: _____

Date of Response: _____

☐ The grievance has been satisfactorily resolved.

☐ The grievance has not been satisfactorily resolved.

Employee signature: _____ Date: _____

STEP TWO

**SUBMISSION TO ADMINISTRATOR, TO BE FORWARDED TO THE COMMISSIONER
OF THE DEPARTMENT**

Please state the nature of your grievance including the date of occurrence. If additional space is needed, please attach a separate sheet of paper.

What Article of the Collective Bargaining Agreement, Rule, Regulation, Existing Policy or Department Order do you allege has been breached, misinterpreted or misapplied?

Signature of Employee: _____ Date Submitted: _____

My Employee Representative shall be: _____

ADMINISTRATOR HEAD RESPONSE

Date Grievance Received by Administrator: _____

Administrator's Determination:

Signature of Administrator: _____ Date of Response: _____

☐ The grievance has been satisfactorily resolved.

☐ The grievance has not been satisfactorily resolved.

Employee signature: _____ Date: _____

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

February 7, 2020

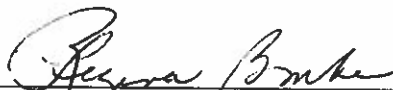
MEMO TO: Regina Burke, Administrator
Sharon Smith, Council 18 President

FROM: Jeanne M. Hitchner, R.M.C., City Clerk

Attached please find the following Resolution and executed Agreement between the City of Millville and New Jersey Civil Service Association Cumberland Council No. 18 which was approved by the Board of Commissioners at a meeting held on February 4, 2020, for your information and further action.

- Resolution 70-2020 to approve ratification of Cumberland Council No. 18 Contract from January 1, 2020 through December 31, 2024.

Please sign and date below as to receipt of same. Thank you.


Regina Burke, Administrator

Date: 2/7/2020


Sharon Smith, Council 18 President
on behalf of president
as Trustee

Date: 2/10/20

RESOLUTION NO. 237-2021

WHEREAS, the City of Millville and the New Jersey Civil Service Association Cumberland Council #18 have agreed to an Addendum to their negotiated contract; and

WHEREAS, the Agreement reflects a change in their paid holidays recognizing Juneteenth as a paid holiday in exchange for agreeing to forfeit Lincoln's Birthday, presently a paid holiday; and

WHEREAS, a copy of said Addendum 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 Addendum between the City of Millville and the New Jersey Civil Service Association Cumberland Council #18 is hereby ratified and approved.
2. That the Mayor and the City Clerk are hereby authorized to execute said Agreement.

Moved By: Parent

Seconded By: Pepitone

VOTING

Michael Santiago
W. James Parent
Ashleigh Udalovas
Bruce L. Cooper
Joseph Pepitone

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 on October 5, 2021.


Jeanne M. Parkinson, City Clerk

CITY OF MILLVILLE
And
NEW JERSEY CIVIL SERVICE ASSOCIATION
CUMBERLAND COUNCIL #18

The City of Millville ("City") and the New Jersey Civil Service Association Cumberland Council #18 ("Council 18") on this 5th day of October, 2021 hereby agreed to the following Addendum to their collectively negotiated agreement which agreement expires on December 31, 2023, all other provisions of said agreement not expressly referred to herein remain unchanged.

WHEREAS, there presently exists an Agreement between the City of Millville and New Jersey Civil Service Association Cumberland Council #18 effective January 1, 2020 through December 31, 2023 (the "Agreement"); and

WHEREAS, Chapter 76, An Act concerning legal holidays and amending P.L.2008, c89 and R.S.36:1-1, although only applies to State government employees, The City of Millville wishes to adopt ***Juneteenth*** (June 18th) as a paid holiday for its Council 18 members for the remainder of this agreement;

WHEREAS, any further discussions regarding subsequent calendar years outside of this current contract must be negotiated by both parties.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the City of Millville hereby agree as follows:

1. The City of Millville will recognize ***Juneteenth, (June 19th)***, to be celebrated on **the third Friday of every June**, as a paid holiday for its members of Council 18, and in exchange agree to forfeit Lincoln's Birthday, presently a paid holiday.

2. All other provisions of the Agreement shall remain in full force and effect.

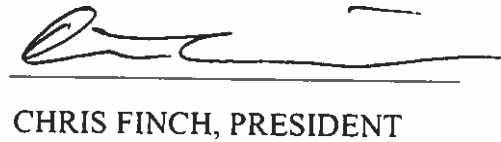
2.3 Both parties reserve their respective rights to negotiate over the the issue of recognized holidays (and all other matters) during negotiations for a successor agreement.

CITY OF MILLVILLE

COUNCIL #18



MICHAEL SANTIAGO, MAYOR



CHRIS FINCH, PRESIDENT

10-7-2021
DATE

10-7-21
DATE

IN WITNESS WHEREOF, the Parties hereto have duly executed this Side Agreement effective on the date first written above.