

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

January 1, 2011 through December 31, 2014

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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 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 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.

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-Employees 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 Public Employment Relations Commission and the rules and regulations of the New Jersey Department of Personnel (formerly 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. The part time employees covered by this Agreement shall be those employees who are permanently employed working a full calendar year with a minimum of 21 hours per week as their scheduled work period. This does not include seasonal employees, summer employees and temporary emergency employees. 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 employees recognize that there are certain functions, responsibilities and management rights exclusively reserved to the employer. All of the rights, power and authority possessed by the employer prior to the signing of this Agreement are retained exclusively by the employer subject only to such limitations as are specifically provided in this Agreement or by established past practice.

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 III.

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 supervisor 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 supervisor shall render a written decision within ten (10) working days after receipt of the grievance. If a written decision is not rendered by the supervisor 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 department head within ten (10) working days following the determination at Step I. The department head shall render his or her written decision within ten (10) working days after the receipt of the grievance. If no written decision is rendered by the department head within that time frame the grievance shall be deemed denied and the employee may proceed to Step III.

STEP III

Should the employee disagree with the disposition of the grievance at Step II, the employee shall file a signed written complaint with the City Clerk within ten (10) working days following the determination at Step II 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 II, 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 IV.

STEP IV

a. Should the employee disagree with the disposition of the grievance at Step III, 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 city clerk within ten (10) working days of the disposition of the grievance at Step III. 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, 2012	1.50%
July 1, 2013	1.50%
July 1, 2014	1.50%

* 1. January 1, 2012 increase applies only to employees employed as of January 1, 2012.

*2. Retroactive pay is payable only to employees employed as of the ratification of the agreement except for retirees.

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

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 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 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.

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.

ARTICLE 7. LONGEVITY

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

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</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 a ratification of this agreement (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

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.

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 four hours overtime compensation for each day after the completion of the tenth consecutive working day.

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. Employees called into work shall receive a minimum of two hours call-in time payable at one and one-half times the employee's regular rate regardless of whether the employee is a thirty five hour or a forty hour per week employee. 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 \$45.00 in lieu of the foregoing.

6. 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 also shall receive a \$500.00 per year stipend subject to the conditions set forth in this Section.

C1-C4	Wastewater Collection
S1-S4	Public Wastewater
T1-T4	Water Treatment
W1-W4	Water Distribution

First, the City shall not be required to pay for a lesser included license that an employee holds, for example, an employee who holds both a T1 and a T2 license. Secondly, 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. Thirdly, 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.

ARTICLE 10. ADMINISTRATIVE LEAVE

1. Full time new employees beginning employment after January 1st of their first calendar year of employment with the City shall earn one-quarter of a personal day for each full month of employment. All full time employees employed on January 1st shall be entitled to three days administrative leave as hereinafter provided. Administrative leave shall be credited at the beginning of each calendar year in anticipation of continued 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.

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.

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 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, 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 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
	Employee's Birthday

The Employee birthday holiday shall be a floating holiday which may be taken any time during the calendar year. It cannot be carried over to the following year. Twenty-four (24) hours advance notice is required. It must be taken as a whole day just like the other holidays are taken.

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.

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.

Section 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.

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. 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 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

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.

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 employees and eligible dependents covered by this Agreement.

B. Prescription Plan.

The City shall also provide a Co-Pay Prescription Plan for employees and dependents 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 January 1, 2009 the orthodontial payment shall be increased from \$2,000 to \$2,500 per person, in accordance with the dental plan.

D. Eye Care Plan. The City shall provide the Spectera 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 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, 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 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 or \$1,000 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.

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:

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. 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 \$4,000, 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 coverages and optical insurance coverage. These health benefits shall be provided at the expense of the Employer subject to 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 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 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 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 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). 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%) 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 (\$1,000) 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 17. 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 request form attached in duplicate, and submit it to his or her department head and retain one (1) copy.

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

ARTICLE 18. CLOTHING MAINTENANCE ALLOWANCE

Any Employee 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

An 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 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. 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.

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

All vacancies, including newly created positions, or those vacated due to promotions or resignations, are to be posted within ten (10) working days of occurrence so that all employees are aware of the opening. A representative of the Council shall receive a copy of posted notices. Any employee who wishes the opportunity to apply for the open position should apply for said position within ten (10) working days of the date of the announcement.

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 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 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.

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

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

12. 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 state convention or 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 convention or 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, 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).

ARTICLE 31. MISCELLANEOUS

1. Unfair Practice Charge – Reduced Workweek

Council 18 agrees to withdraw with prejudice at Unfair Practice Charge it has filed at the Public Employment Relations Commission under Docket No. CO-2011-018 pertaining to the City's implementation of a reduced work week.

2. Unfair Practice Charge – Change of Health Care Providers

Council 18 agrees to withdraw with prejudice an Unfair Practice Charge it has filed at the Public Employment Relations Commission under Docket No. CO-2011-348 pertaining to the City's change of health care providers.

3. Grievances - Change in Health Care Providers

Council 18 agrees to withdraw with prejudice any grievances or pending arbitration pertaining to the change in health care providers.

4. Donated Leave Program

The City and Council 18 have agreed to a Donated Leave Program which has been adopted by the City as a Policy and made part of the City's Personnel Policies.

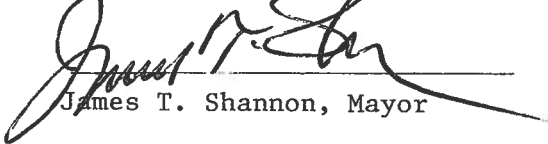
ARTICLE 32. DURATION

This Agreement shall be effective as of the first day of January 2011 and shall remain in full force and effect until the 31st day of December 2014. 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 not later than October 1, 2014.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this

18th day of September, 2012.

CITY OF MILLVILLE


James T. Shannon, Mayor

ATTEST:


Susan Robostello, City Clerk

THE NEW JERSEY CIVIL
SERVICE ASSOCIATION-
CUMBERLAND COUNCIL
18

