

AGREEMENT

BETWEEN THE

CITY OF MILLVILLE

AND THE

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL 63

FOR THE PERIOD JANUARY 1, 2007

THROUGH DECEMBER 31, 2011

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AGREEMENT

THIS AGREEMENT, made this day of ,2008, between the CITY OF MILLVILLE, hereinafter referred to as the "CITY", and the FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL 63, hereinafter referred to as the "ASSOCIATION";

WITNESSETH:

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

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

**ARTICLE ONE
PURPOSE**

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

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

ARTICLE TWO RECOGNITION

Section 1. The City recognizes the Association as the sole and exclusive representative of those certain employees of the Fire Department of the City of Millville for the purpose of collective negotiations concerning wages, salaries and other terms and conditions of employment. For the purposes of this Agreement, an employee or employees are those employees in the following titles pursuant to the Certification Docket No. RO-95-26 by the State of New Jersey, Public Employment Relations Commission dated October 28, 1994, as authorized by the New Jersey Employer-Employee Relations act of 1968, and as amended as follows:

All uniformed paid full-time fire fighters (including employee classifications of firefighters and assigned fire prevention specialist, U.F.D.) and paid Captains employed by the City of Millville, but excluding all volunteer captains and all volunteer fire fighters, managerial executives, supervisors within the meaning of the Act, craft employees, clerical employees, professional employees, confidential employees, police and all other employees.

Section 2. New Rank. The City may elect to establish the promotional rank of Captain and may assign three persons to serve in such rank. The wage rate for each rank shall be \$4,000 higher than the 2008 top Firefighter Step wage rate. Thereafter, commencing January 1, 2009, the rank shall be increased annually by the across the board wage rate increase. The duties shall be consistent with those established by the Department of Personnel Rules and Regulations and the parties.

ARTICLE THREE MANAGEMENT RIGHTS

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

**ARTICLE FOUR
NO-STRIKE PLEDGE**

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

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

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

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

**ARTICLE FIVE
GRIEVANCE PROCEDURE**

Section 1

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

Step 1. The employee shall submit his/her grievance in writing within ten (10) calendar 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.

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) calendar days after 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.

Step 3. If no solution can be reached, the Association Representative shall within seven (7) calendar 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.

Step 4. In the event the grievance is not resolved at Step 3, either party may 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 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 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 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. 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.

ARTICLE SIX SALARIES

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

January 1, 2007 - 3.6%
January 1, 2008 - 3.8%
January 1, 2009 - 3.8%
January 1, 2010 - 3.8%
January 1, 2011 - 3.8%

The Salary Schedule with the specific agreed upon salaries is attached hereto as Exhibit "A".

The Salary Schedule shall have three (3) Guidelines. The "A" Guide for employees hired prior to January 1, 2002, a "B" Guide for employees hired after January 1, 2002 but before January 1, 2004, and a "C" Guide for employees hired after January 1, 2004.

The Fire Prevention Specialist shall receive a stipend of \$1860 in addition to his/her normal salary.

**ARTICLE SEVEN
LONGEVITY**

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

<u>Years</u>	<u>Percentages</u>
5	2.75%
10	4.25%
15	5.25%
20	6.25%
25	7.25%

**ARTICLE EIGHT
HOURS AND OVERTIME**

Section 1

For the purposes of the articles of this contract, a tour of duty presently consists of a twenty-four (24) hour period. The specific starting hour and ending hour of the shift shall be determined by the City and shall be not sooner than 7:00 a.m. or later than 8:00 a.m. and shall end twenty-four (24) hours after the start time. The FMBA acknowledges and agrees that the City has a managerial prerogative to change the work schedule. In the event the City of Millville established an alternative work schedule other than the current twenty-four (24) hour on - forty-eight (48) hours off tour of duty, the City agrees to assign employees to such

new shifts as equitably as possible. The City of Millville will develop a six month scheduling plan which shall set forth each employee's assignment for a six (6) month period. Nevertheless, the City may change schedules so long as thirty (30) days notice is given prior to any schedule change. If the City, in accordance with this section changes the Fire Fighters' work week schedule, the City and the Association agree to meet at least thirty (30) days prior to said change to negotiate the conversion of vacation, sick leave, holidays and personal leave and other employment benefits which are currently calculated on the basis of a twenty-four (24) hour schedule to an appropriate amount under the new shift schedule. In the event the parties cannot reach agreement as to the conversion of benefits, the City may nevertheless proceed to implement the new schedule and the unresolved issues shall be presented to Interest Arbitration under the rules of the Public Employment Relations Commission.

Upon determination of a work schedule, the City will assign employees to a work schedule.

The City of Millville will develop a six-month scheduling plan which shall set forth each employee's normal assignment for a six-month period. Any change in the normal assignments shall not be made for the sole purpose of avoiding overtime. James W. Mastriani shall retain jurisdiction under this paragraph to decide any unresolved grievances.

Section 2

Effective September 26, 2004, overtime shall be calculated based upon a 144 hour, 19-day work cycle. Employees shall be entitled to receive overtime pay at the rate of 1-1/2 times their regular hourly rate of pay for all hours worked in excess of 144 hours in a 19-day work cycle. Hours worked shall include only actual time worked, approved vacation time, approved school time, departmental training, and recall for

emergency responses. Sick Leave, Personal Days, Holidays and Compensatory Time taken off do not count as time worked for overtime purposes.

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 and then hour for hour until the incident is terminated or released by the Chief.

The City shall attempt to distribute overtime on a fair and equitable basis.

No overtime shall be worked unless said overtime has been specifically authorized by the Fire Chief or authorized designees prior to its being worked.

The normal hourly rate shall be based upon the employee's annual salary divided by the total hours which may be worked under the FLSA 7(k) election to be made by the City.

If the amount reasonably budgeted by the City for overtime is exhausted, then, at the option of the City, compensatory time off may be granted at the rate of one and one-half hours for all overtime hours worked in place of paid overtime.

Section 3

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

Section 4

In the event 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 pay. The minimum three (3) 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 5

Overtime shall be paid as part of the next normal payroll check in the cycle following the cycle during which the overtime was worked

Section 6

From time to time, the City may schedule an employee to work an additional tour(s) of duty during a work cycle. In these instances, the City, in its discretion, may either grant the employee a Kelly Day off for the extra time worked or may pay the employee overtime. In the event an employee is scheduled off on his/her Kelly Day and is recalled to duty, then the employee shall receive overtime pay for any hours worked on the Kelly Day.

Section 7

The City may establish a separate tour of duty consisting of an eight (8) hour day/forth (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 e 8 a.m. to 4 p.m. or 9 a.m. to 5 p.m., Monday to Friday. The starting time may be changed on 30 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 by seniority with employees having the option to serve on the tour based upon the order of seniority with the most senior employee having the first right to exercise the option. If no employee exercises the right to serve on the tour, then the City shall assign the least senior employee to the tour.”

Note: 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

ARTICLE NINE RETENTION OF BENEFITS

With respect to matters not covered by this Agreement, 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.

ARTICLE TEN LEGAL AID

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

The above does not apply for the defense of an Employee in a disciplinary proceeding instituted against him/her by the City or in criminal proceeding instituted as a result of a complaint on behalf of the City. If any such disciplinary or criminal proceeding instituted by or on complaint of the City shall be dismissed or finally determined in favor of the Employee, he/she shall be reimbursed for the expense of his/her defense.

ARTICLE ELEVEN DISCRIMINATION OR COERCION

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

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

**ARTICLE TWELVE
SAVINGS CLAUSE**

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

**ARTICLE THIRTEEN
ADMINISTRATIVE DAYS OFF**

Section 1

All Employees shall receive three (3) tours of duty off per year which may be used by said Employee for any reason. One of the tours of duty may be used by the Employee to receive his/her wedding day off. Personal tours of duty off are subject to prior approval as established by policies of the Millville Fire Department so as to not interfere with the operation of said Department. Personal tours of duty off are not cumulative. New Employees will have personal tours of duty pro-rated according to the time served at the rate of one tour of duty off for each six (6) months of service. Effective January 1, 2005, new Employees will have personal tours of duty pro-rated according to the time served at the rate of one tour of duty off for each four (4) months of service.

Section 2

All Employees shall receive two (2) tours of duty off in the event of a death in the Employee's immediate family. The immediate family is defined as a spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister, mother-in-law, father-in-law, brother-

in-law, sister-in-law, and grandparents. Regarding family members other than those specified, any authorized days off shall be chargeable as sick days. All days off provided under this Section shall be non-cumulative.

This funeral leave shall commence upon notification of death and shall terminate the day following interment. To be eligible for use of any funeral leave days, the Employee must provide evidence of the attendance at the funeral service of the decedent.

Section 3.

Effective January 1, 2005, Holiday Pay was added to base pay and the cash payment of holidays which existed prior to this change was discontinued. Employees are required to work holidays pursuant to their schedule without additional compensation.

ARTICLE FOURTEEN HEALTH BENEFIT PROGRAM

Section 1

A. Hospitalization and Medical Care. The City shall provide a comprehensive Health Benefit Program including hospitalization, medical treatment, major medical coverage, surgical fees and all of the benefits which are currently included in the City of Millville Health Benefit Program at the date of this Agreement, for the employee and his family. An overview of the current Health Insurance Plan is described on Exhibit "B" of this Agreement. Employees shall only be permitted to enroll in the type of coverage for which the employee is eligible.

All employees have the option of electing a specific health benefit plan from the Health Insurance Plans offered by the City. Except as provided in Section F below, the "primary plan" (currently Plan A on Exhibit "B"), shall be provided to all eligible employees and eligible dependents without any premium cost paid by the employee. If an employee selects any of the other plans offered (Plans B and C on Exhibit "B"), the employee shall pay the premium cost differential between the primary plan and the plan the employee selected.

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

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 Spectera Vision Plan Program for the employee and his/her eligible dependents. The employer reserves the right to substitute an optical plan with comparable or greater benefits.

E. Change in Plans and Providers. The City may, at its option, change any of the existing insurance plans or carriers providing such benefits so long as on-balance comparable benefits are provided to the employees and their eligible dependents. The City further reserves the right, at its option, to self-insure any of such plans or coverages so long as the on-balance comparable benefits are provided to the employees and their eligible dependents.

F. Cost Contribution. Effective January 1, 2005, increases in premiums for health insurance premiums for all coverages shall except for individual single person coverage, be shared by the City and the employee on a 50/50 basis subject to a maximum contribution by each employee of \$50.00 per month. The base premium cost shall be the current cost for coverage for 2004. In the event the increase in premiums is greater than \$100.00 per month, then the City shall have the right to reopen negotiations regarding the health benefits provided by the City.

Effective January 1, 2008, the City agrees to pay 100% of the costs of the Millville Health Benefits Program insurance coverages for the individual employee only (i.e. Single Person Coverage). Employees may elect to secure Millville Health Benefit Program Insurance coverages 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 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 (\$1,100.00) 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 benefits contract period ending February 28, 2008. Future increases shall be based on the premium increases in future health benefit contract periods. An employee's payments for his/her cost share of providing the health insurance plans which covers the employee's eligible spouse and/or dependent(s) (i.e. Husband/Wife, Parent/Child, or Family Coverage) will be in the form of weekly, equal payroll deductions.

G. Opt-out Payments

Employees who can certify other health care coverage through a spouse's employment may elect to opt-out of coverage and receive a payment of Three Thousand (\$3,000.00) Dollars per annum pro-rated for the period of time each year that coverage does not apply to the employee. Checks for opting out will be issued in four (4) quarterly installments. In the event the designated covered spouse dies, terminates employment, or should the marriage be dissolved by divorce, or should there be a marital separation, the non-designated spouse shall once again become covered and the Three Thousand (\$3,000.00) Dollar payment shall be prorated. Any employee who has elected to opt-out of coverage, may re-enroll in the health care plan by giving the City thirty(30) days prior written notice of his/her desire to re-enroll in the plan. The payment of Three Thousand (\$3,000.00) Dollars shall be prorated for the period the employee was not covered by the City Plan.

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

Section 2

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 coverage, or Worker's Compensation coverage as if 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 Health Benefit Plan coverages, and Worker's Compensation, or any other benefits provided to those injured on duty.

Section 3

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 shall be entitled to receive all of the then health care benefits provided by the City, at the expense of the City, 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).

Employees employed prior to January 1, 1991 who purchase military time according to the provisions of the Police and Fireman's Retirement System of New Jersey or who have service credit for time employed as a law enforcement employee covered by the Police and Fireman's Retirement System of New Jersey shall be granted an exemption of up to two (2) years from the twenty-five (25) year requirement of service to the City of Millville. Employees employed after January 1, 1991 are not granted this exemption and all such employees employed after January 1, 1991 must have twenty-five (25) years of service in the Police or Fire Department of the City of Millville in order to be eligible for the continuation of coverage provided under this Section 3.

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

ARTICLE FIFTEEN VACATIONS

A. Annual vacation leave with pay shall be granted to employees according to the following schedule:

Length of Service	Tour of Duty
1st year	1 tour every 3 months
2nd - 9th year	7 tours
10th - 14th year	9 tours
15th - 19th year	11 tours
20+ years	13 tours

A tour of duty is a scheduled work period presently consisting of a 24 hour period beginning at 8:00 a.m. and ending at 8:00 a.m. on the following day.

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Fire Chief or his/her designee unless the Fire Chief determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

C. Annual Vacation Leave with pay is earned on a pro-rated basis based upon an employee's service with the City. Initial year of hire vacation tours of duty must be earned before they can be used. Each year thereafter each employee shall become entitled to his or her vacation leave as specified in Paragraph A above on January 1st of said year. An employee who leaves City service before end of calendar year shall have his or her vacation leave pro-rated based upon time earned. An employee shall reimburse the City for paid vacation leave tours of duty used in excess of his or her pro-rated entitlement. An employee who leaves City service shall be paid for unused earned vacation leave. An employee who exhausts all paid vacation leave in any one year shall not be credited with additional paid vacation leave until the beginning of the next calendar year. Upon death of employee, unused vacation leave shall be paid to the employee's estate. Vacation leave is not earned during the period of time while employee is on suspension or on leave of absence without pay.

**ARTICLE SIXTEEN
SCHOOLING**

Section 1

The City shall reimburse all Employees for meals, up to the amounts listed below and tolls while attending Fire schools which the Firefighter has been directed to attend by the City, and shall reimburse for mileage in accordance with the IRS rate for that year. In lieu of mileage reimbursement for use of the Employee's vehicle, the City may, at its option, supply a City vehicle for Employee's use in such instances as may be required by this Article.

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

Section 2

The Chief of the Fire Department shall post notices of all available schools or seminars for all members of the association.

**ARTICLE SEVENTEEN
SICK LEAVE AND INJURY LEAVE**

(A) SICK LEAVE

Section 1. Service Credit for Sick Leave.

A. All employees shall be entitled to sick leave with pay as specified hereunder.

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

Section 2. Amount of Sick Leave.

A. The minimum sick leave with pay shall accrue to a full-time employee on the basis of twelve (12) working hours per month during the remainder of the first calendar year of employment after initial appointment; and one hundred sixty-eight (168) working hours in every calendar year thereafter at the beginning of each calendar year in anticipation of continued employment. Sick Leave may only be taken in twelve (12) or twenty-four (24) hour increments. All accrued sick time of each employee shall be converted to hours as of December 31, 1995, with twelve (12) hours credit given for each day of sick leave credited prior to that date. Effective January 1, 1996, all sick leave shall be credited and charged on an hour for hour basis.

B. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for such purpose.

C. (i) Employees shall receive compensation for accrued unused sick days upon retirement at the rate of seventy (70%) percent of the total accrued unused sick days up to a maximum payment of Twelve Thousand (\$12,000.00) Dollars.;

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

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

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

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

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

Section 3. Reporting of Absence on Sick Leave.

A. If an employee is absent for reasons that entitle him/her to sick leave, he/she shall make an immediate report to the Fire Chief or his/her designee. If unable to report, a relative or other responsible person shall notify the Fire Chief or his/her designee of all pertinent facts, either in person or by telephone. These reporting requirements may be modified or changed from time-to-time by an order or directive of the Fire Chief. The latest order or directive of the Fire Chief shall be the controlling procedure.

B. Employees, when sick or injured, shall be responsible for notifying their supervisors as to their places of confinement or any subsequent change in their places of confinement.

C. Employees taken sick or injured on duty shall report the facts to the Fire Chief and shall remain on duty until relieved, unless excused by the Fire Chief. The only exception to this rule would be where the sickness or injury is disabling to the point of preventing compliance.

D. Employees who absent themselves in an improper manner shall be subject to disciplinary action being preferred against them in accordance with Departmental Regulations.

E. Absence without notice for two (2) consecutive tours of duty shall constitute a resignation not in good standing.

Section 4. Verification of Sick Leave.

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

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

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

B. In case of a leave of absence due to exposure to contagious disease, a Certificate from the Department of Health may be required prior to the employee's return to work. Any cost incurred for such certification shall be borne by the City.

C. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to work, to be examined, at the expense of the City, by a physician designated by the City. The sole purpose of such examination shall be to establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health or safety of other employees.

Section 5. Incentive for Non Use of Sick Leave

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

(B) INJURY LEAVE

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

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

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

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

Furthermore, an Employee during the period of his disability may be assigned a temporary work assignment known as Traditional Duty in accordance with the provisions of the City of Millville Ordinance No. 31-2001. Any employee so assigned shall receive his or her normal compensation.

Employees on job-related disability leave and authorized to return from said leave on light duty are required to report same to the Fire Chief.

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

ARTICLE EIGHTEEN UNIFORMS AND CLOTHING MAINTENANCE ALLOWANCE

Section 1

The City shall provide the paid firefighters covered by this Agreement with necessary station uniform items in accordance with past practice. All clothing shall comply with PEOSHA standards.

Section 2

All paid fire fighters shall receive an annual clothing maintenance allowance of \$450.00. Effective January 1, 2008, all paid fire fighters shall receive an annual clothing maintenance allowance of \$575.00.

This clothing allowance shall be paid in one installment on or before August 15th. Nevertheless, the clothing maintenance allowance is an annual payment and shall accrue to the credit of each employee on a pro-rated basis based upon the amount of time worked during a calendar year.

Section 3

The City shall provide and maintain turn-out gear for all paid fire fighters. This turn-out gear shall comply with PEOSHA regulations.

**ARTICLE NINETEEN
COURT APPEARANCES**

Employees shall be compensated for all court appearances when said appearances would be required when an Employee would otherwise be off duty. Said appearance shall be compensated at the following rates for each appearance during the term of this Agreement:

Municipal Court \$45.00

County Court, Grand Jury
Motor Vehicle, ABC and Other \$50.00

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

Mileage shall be reimbursed by the City in accordance with the provisions of Article Sixteen, Section 1, for any required Court appearance outside of Cumberland County.

**ARTICLE TWENTY
ASSOCIATION RIGHTS**

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

**ARTICLE TWENTY-ONE
MISCELLANEOUS**

Section 1

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

Section 2

Inoculation shots will be made available to all Employees covered herein by the City at the City's designated Occupational Healthcare Providers.

Section 3

(a) In consultation with the Association, the City may institute a reasonable drug and alcohol testing policy.

(b) In the event it is determined that an Employee has a drug or alcohol related problem, said employee shall undergo such counseling and/or therapy as the City deems necessary.

(c) The cost of such counseling and/or therapy shall be borne by the City.

(d) Should such counseling and/or therapy require release time from work, the Employee shall suffer no loss of pay.

(e) In the event that a drug or alcohol related problem should re-occur in an Employee who has successfully completed counseling and/or therapy for a similar previous problem, said Employee shall be dismissed.

Section 4.

Once hired each firefighter must attend a Fire Fighter Inspection Course.

ARTICLE TWENTY-TWO PRORATION OF BENEFITS

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

1. **Employment.** During the first calendar year of employment with the City, employees who are employed for more than ninety (90) days but less than twelve (12) months shall earn holiday leave,

vacation leave, sick leave, personal leave, annual clothing allowance and annual clothing maintenance prorated on the basis of the number of full months employed.

2. **Death or Retirement.** During the last calendar year of employment with the City, employees upon death retirement, or termination of employment for any reason whatsoever shall earn holiday leave, vacation leave, sick leave, personal leave, annual clothing allowance and annual clothing maintenance prorated on the basis of the number of full months employed.

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

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

ARTICLE TWENTY-THREE FAIR LABOR STANDARDS ACT

It is acknowledged that the City is required to comply with the provisions of the Fair Labor Standards Act (FLSA), and the regulations promulgated thereunder. The City reserves the right to take appropriate action to ensure such compliance, including:

1. Exercising any election or option available to it under FLSA or the regulations provided under Section 7(k);

2. Awarding compensatory time in lieu of monetary compensation for FLSA overtime;
3. Establishing procedures to monitor and control hours worked and overtime;
4. Crediting any payment made pursuant to this Agreement, other than payments made as compensation for "hours worked" as defined in FLSA, against any overtime obligation incurred under FLSA; and
5. Establishing such rules and regulations as may be necessary to ensure compliance with the provisions of FLSA.

ARTICLE TWENTY-FOUR LABOR MANAGEMENT COMMITTEE

The effectiveness and furtherance of the delivery of public service by the Millville Fire Department requires a cooperative effort between labor and management.

The parties recognize that a cooperative approach between employees and management at the Millville Fire Department is essential to the solution of problems affecting them.

Accordingly, the parties agree to create a Labor-Management Committee consisting of not more than three (3) representatives of each party which shall meet periodically but not less than once in each six (6) month period for the purpose of discussing issues which relate to employees performance and employee morale.

Appropriate subjects, among others, which the Labor-Management Committee might consider include: quality of employee work and the quality of the work environment; safety and environmental health; scheduling and reporting arrangement; absenteeism and overtime; and unresolved grievances.

The Labor-Management Committee shall have no authority to add to, detract from or change the terms of this Agreement and shall take no action which interferes with Management Rights as enumerated in Article Three of this Agreement.

The parties' agreement to create this Labor-Management Committee is based upon their mutual understanding that it is experimental. Therefore, the City and/or the Union each reserve the right to discontinue the Labor-Management Committee if either party believes it is not promoting positive relations between the parties.

Employees who attend a Labor-Management Committee meeting while on duty shall suffer no loss of pay. Off-duty employees who attend a Labor-Management Committee meeting shall attend on their own time.

ARTICLE TWENTY-FIVE BULLETIN BOARD

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

**ARTICLE TWENTY-SIX
DURATION OF AGREEMENT**

This Agreement shall be in full force and effect as of January 1, 2007 and shall remain in effect to and including December 31, 2011. The parties agree that negotiations for a successor agreement modifying, amending or altering the terms and provisions of this Agreement shall commence no later than one hundred and twenty (120) days prior to the date on which this collective bargaining Agreement is to expire. At least three (3) negotiation sessions must take place before either party can file for Interest Arbitration in accordance with the rules promulgated by the Public Employment Relations Commission (PERC). The terms of this Agreement and all practices shall remain in full force and effect until said successor agreement is reached.

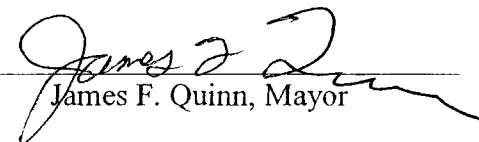
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ___ day of _____, 2008.

ATTEST:

CITY OF MILLVILLE



Lewis N. Thompson, City Clerk

By: 

James F. Quinn, Mayor

ATTEST:

FIREMAN'S MUTUAL BENEVOLENT
ASSOCIATION LOCAL 63



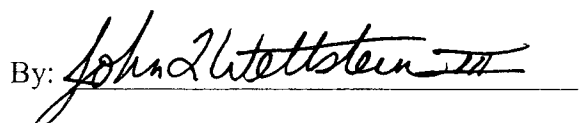
By: 

Exhibit "A"

Salary Schedules

"A" Guide

**Salary Schedule for Employees
Hired Prior to January 1, 2002**

<u>2006</u>	<u>Step</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
\$26,745.85	1	27708.70	28761.63	29854.57	30989.04	32166.62
\$37,515.07	2	38865.61	40342.50	41875.51	43466.77	45118.50
\$45,879.76	3	47531.43	49337.62	51212.44	53158.51	55178.53
\$54,240.89	4	56193.56	58328.91	60545.40	62846.12	65234.27
\$62,604.40	5	64858.15	67322.75	69881.01	72536.48	75292.86
Captain		n/a	71322.75	74003.01	76815.12	79734.09

"B" Guide

**Salary Schedule for Employees
Hired After January 1, 2002**

<u>2006</u>	<u>Step</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
\$26,745.85	1	27708.70	28761.63	29854.57	30989.04	32166.62
\$33,917.80	2	35138.84	36474.11	37860.12	39298.80	40792.15
\$41,089.75	3	42568.98	44186.60	45865.69	47608.58	49417.70
\$48,261.69	4	49999.11	51899.07	53871.23	55918.33	58043.22
\$55,433.64	5	57429.25	59611.56	61876.79	64228.10	66668.76
\$62,604.40	6	64858.15	67322.75	69881.01	72536.48	75292.86
Captain		n/a	71322.75	74003.01	76815.12	79734.09

"C" Guide

**Salary Schedule for Employees
Hired After January 1, 2004**

<u>Step</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
1	27708.71	28761.64	29854.58	30989.05	32166.63
2	33900.28	35188.49	36525.65	37913.62	39354.33
3	40091.85	41615.34	43196.72	44838.19	46542.04
4	46283.43	48042.20	49867.80	51762.77	53729.75
5	52475.00	54469.05	56538.87	58687.34	60917.45
6	58666.57	60895.89	63209.93	65611.90	68105.15
7	64858.15	67322.75	69881.01	72536.48	75292.86
Captain	n/a	71322.75	74003.01	76815.12	79734.09

EXHIBIT B

Horizon Blue Cross Blue Shield

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

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

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

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

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

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

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

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

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

Prescription Program*

Retail copays: \$10 brand/ \$0 generic
Mail order copays: \$ 5 brand/ \$0 generic

Effective January 1, 2008 Prescription Program to become:

Prescription co-pays
including mail order to
become: \$20 Brand/\$10 Generic