

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

January 1, 2005 through December 31, 2007

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## TABLE OF CONTENTS

Article No.	Article Title	Page
1	Purpose	3
2	Recognition	4
3	Management Rights	4
4	Grievance Procedure	5
5	Salaries	11
6	Salary Job Guide	11
7	Longevity	12
8	Shift Workers	12
9	Overtime Compensation	13
10	Administrative Leave	15
11	Bereavement Leave	16
12	Holiday Leave	16
13	Injury Leave	17
14	Sick Leave	18
15	Vacation Leave	19
16	Health Benefit Program	20
17	Schooling	26
18	Clothing Maintenance Allowance	27
19	Promotion Pay Raise	27
20	Pro-ration of Benefits	27
21	Rest Period	29
22	Bulletin Board	29
23	Vacancies	30
24	Payroll Deduction of Dues & Fees	30
25	Voting	30
26	Council Representative	31
27	Retention of Existing Benefits	32
28	Saving Clause	32
29	Discrimination & Coercion	33
30	Work Environment	33
31	Duration	34

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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. 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. 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, 2005	3.60%
January 1, 2006	3.60%
January 1, 2007	3.60%

## 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.

The City shall attach to the employment contract the job titles and salary ranges covered by this Contract with the understanding that the attachment 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 as follows:

	<u>2005</u>	<u>2006</u>	<u>2007</u>
5 Years	3.50%	3.50%	3.50%
10 Years	4.50%	4.50%	4.50%
15 Years	5.50%	5.50%	5.50%
20 Years	6.50%	6.50%	6.50%
25 Years	7.50%	7.50%	7.50%

## 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 23 cents per hour shall be paid for the second shift, and a shift differential of 29 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

**Section 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.

**Section 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.

**Section 3.** Deleted

**Section 4.** 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.

**Section 5.** 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.

**Section 6.** 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.

**Section 7.** 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, 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.

#### ARTICLE 14. SICK LEAVE

**Section 1.** Full time new employees beginning employment after January 1st of their first calendar year of employment with the City shall earn one sick day for each month employed. Thereafter, all full time employees employed on January 1st shall be entitled to fifteen (15) days annual paid sick leave as hereinafter provided. Annual paid sick leave shall be credited at the beginning of each calendar year in anticipation of continued employment. Continued employment shall mean employment without interruption due to death, retirement, resignation or removal. Paid sick leave shall not accrue after the last day of employment, nor shall it accrue during a leave of absence without pay or during a suspension without pay.

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

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

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

#### 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**

The Employer may, at its option, change any of the existing insurance plans or carriers providing such benefits so long as the change in carriers has no material effect on the benefits which are provided to the employees and their eligible dependents. The Employer further reserves the right, at its option, to self-insure any of the such 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.

**Section 1. Medical and Hospital Plan.** The Employer shall provide full medical and hospital coverage for all employees of the bargaining unit. The Employer shall pay 100% of the premium cost of the employee's dependents provided the employee enrolled said dependents in the hospitalization plan in force for all employees of the City. The plan shall be Insurance Design Administrators (IDA) coverage for the employee and his eligible dependents, or at the employee's option, a HMO or Healthways Insurance Plan provided any additional premium necessitated by such option is paid by the Employee.

## IDA SELF INSURED PLAN

The medical and hospitalization coverage shall be modified as follows for the purpose of effecting cost containment:

- A. Effective January 1, 2006, the Major Medical Deductible is \$300.00 for individuals and \$600.00 for families.
- B. Mandatory Second Surgical Opinion
- C. Pre-Admission Review
- D. Beginning January 1, 2005, the maximum payment by the Plan shall be \$5,000,000.00 for each Benefit Period per eligible Person with a Lifetime Maximum Per Eligible Person of \$5,000,000.00.
- E. Beginning January 1, 1998, the basic IDA self insured insurance plan shall include mammograms, pap smears, prostate examination, and needles and syringes for diabetics.
- F. Effective January 1, 2006, the co-payment for out of network claims shall be 80/20 for the first \$3,000.00 after payment of the deductible.

## AETNA CHARTER INSURANCE PLAN

Effective January 1, 2006, the medical and hospitalization coverage shall be modified as follows for the purpose of effecting cost containment:

- A. Change PCP co-payment from \$2.00 to \$5.00.
- B. Change specialist co-payment from \$0.00 to \$10.00.
- C. Change ER co-payment from \$15.00 to \$35.00.

## AETNA CITIZEN INSURANCE PLAN

Effective January 1, 2006, the medical and hospitalization coverage shall be modified as follows for the purpose of effecting cost containment:

- A. Change PCP co-payment from \$10.00 to \$15.00.
- B. Change specialist co-payment from \$15.00 to \$30.00.

**Section 2. Prescription Plan.** All employees shall be covered by the Prescription Plan presently in force for all City employees, except as to the following plan design changes: Effective January 1, 2006, the Prescription Plan shall be a \$10.00 co-payment for Generic prescription drugs, a \$20.00 co-payment for Formulary Brand prescription drugs, and a \$30.00 co-payment for Non-Formulary Brand prescription drugs, applicable to retail purchases at the pharmacy.

A. The co-pays for prescription drugs under the last Contract applied to retirees retiring on or before December 31, 2005. Future retirees will be subject to the co-pays for prescription drugs that exist in the negotiated Contract between the City and the Union.

B. The issue concerning the application of the new co-pays for prescription drugs secured through the mail order system was not specifically clarified during the negotiations between the parties. As a result, each side came away from the bargaining table with a different understanding of this issue. Therefore, this issue will be submitted to mediation for final resolution. In the interim, the new prescription drug cards will be issued to Council 18 employees and will apply to prescription drugs secured through

mail order in the same fashion as they apply to other prescription drugs under this new Contract. Any difference between the old co-payments and the new co-payments for mail order prescription drugs will be reimbursed by the City to each employee who utilizes mail order on a monthly basis until mediation resolves the issue.

**Section 3. Dental Plan.** The Employer shall provide dental insurance under the Blue Cross and Blue Shield of New Jersey Dental Program for all members of the bargaining unit and their eligible dependents, subject to the terms and conditions of the group policy. Said dental program shall provide coverage for orthodontial care for employees and their eligible dependents. The orthodontial payment is increased to \$2,000.00 per person in accordance with the dental plan.

**Section 4. Optical Plan.** The Employer shall provide the Spectera Vision Plan program for the employee and his or her eligible dependents. The employer reserves the right to substitute an optical plan with comparable or greater benefits.

**Section 5. Retirement Benefits After Twenty-Five Years of Service With the City.** Upon the Employee's retirement, after he or she has had twenty-five (25) years of service with the City of Millville, said Employee and spouse shall be entitled to the following health benefit package: Medical and hospital insurance, prescription plan, dental insurance coverage and optical insurance coverage. These health benefits shall be provided at the expense of the Employer effective December 30, 2001 subject to the following terms and conditions:

A. Maximum of twelve (12) 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 2.

**Section 6. Retirement Benefits After Twenty Years of Service With the City.**

Upon the employee's retirement, after he or she has had twenty (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 effective January 1, 2005 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 become eligible for Medicare benefits, those benefits shall become primary coverage for the prescription drugs, and the City agrees to provide insurance coverage for that portion which is not covered by Medicare, subject to the co-payment requirements set forth in Section 2.

**Section 7. 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 2.

**Section 8. Payment in Lieu of Benefits.** The Employer shall provide an annual cash incentive of \$2,000.00 for single coverage and \$3,750.00 for family coverage in lieu of benefits to employees who voluntarily decline health insurance coverage. The Employee may re-enter the health insurance plan for the next calendar year subject to the insurance restriction requirements of the insurance company.

**Section 9. 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.

## 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.

## **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

The payroll deductions for dues and fees shall be made in accordance with the procedure outlined in the New Jersey Employer-Employee Relations Act, NJSA 34:13A.

## 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. DISCRIMINATION AND COERCION

The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, council membership or council activities.

No reprisals of any kind shall be taken by the Employer or any member of the Employer's administration against any party in interest, any representative, any member of the Council or any participant in the grievance procedure by reason of said participation.

## 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).

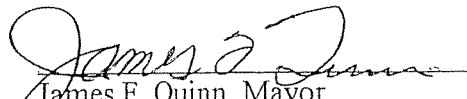
ARTICLE 31. DURATION

This Agreement shall be effective as of the first day of January 2005 and shall remain in full force and effect until the 31st day of December 2007. 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, 2007.

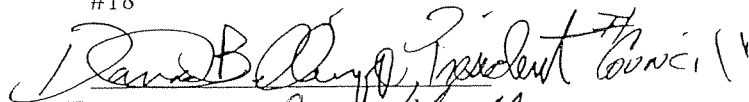
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this

20<sup>th</sup> day of December 2005.

CITY OF MILLVILLE

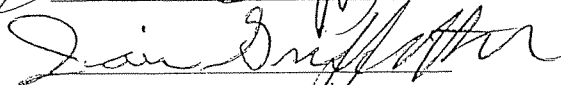
  
James F. Quinn, Mayor

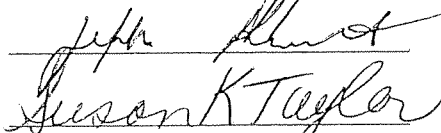
THE NEW JERSEY CIVIL  
SERVICE ASSOCIATION-  
CUMBERLAND COUNCIL  
#18

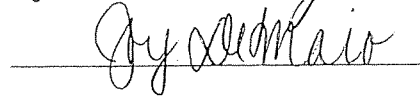
  
David B. Bays, President Council #18

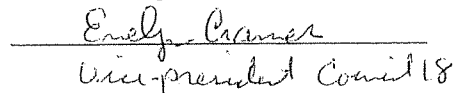
ATTEST:

  
Lewis N. Thompson, City Clerk



  
Susan K Taylor

  
Jy Redman

  
Evelyn Bremer  
Vice-president Council 18

# COLLEGE CREDIT REQUEST FORM

Name \_\_\_\_\_ Date \_\_\_\_\_

Department \_\_\_\_\_

School \_\_\_\_\_

Course Title \_\_\_\_\_

Credits \_\_\_\_\_ Price per Credit \_\_\_\_\_

Total \_\_\_\_\_

\*\*\*\*\*

## DEPARTMENT HEAD TO COMPLETE THE FOLLOWING

Granted

Denied

Reason for Denial, if applicable \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

# GRIEVANCE PROCEDURE FORM

This form shall be used for presenting a grievance in accordance with the grievance procedures. Items must be completed in ink or typed.

\_\_\_\_\_

Component of Department \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Date of Incident \_\_\_\_\_ My Grievance is \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To correct my grievance, the following should be done \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Check One
- I will represent myself
  - My employee representative will be

Name \_\_\_\_\_ Title \_\_\_\_\_

Organization (if any) \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

Step 1

Supervisor

Action taken \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Has grievance been satisfactorily resolved?

Yes

No

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Immediate Supervisor

Step 2

Department Head

Action taken \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has grievance been satisfactorily resolved?

Yes

No

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Department Head

Step 3

THIS SECTION TO BE COMPLETED BY EMPLOYEE

Check One       I will not have non-employee representation  
 My non-employee representative(s) will be

Name(s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Organization \_\_\_\_\_

Action taken \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_

Has grievance been satisfactorily resolved?       Yes       No

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Department Commissioner

Step 4

PLEASE SEE BARGAINING UNIT CONTRACT FOR STEP 4 AND/OR ANY ADDITIONAL STEPS.

Has grievance been satisfactorily resolved?       Yes       No

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Department Commissioner

## Step 4

### REQUEST TO SEND GRIEVANCE TO ARBITRATION

TO: Lewis N. Thompson, City Clerk/Administrator

Please be advised that I disagree with the disposition of the grievance at Step III and hereby request that the grievance be submitted to arbitration within ten (10) working days of the disposition at Step III.

I hereby request a list of arbitrators from either the American Arbitration Association or the Public Employees Relations Commission if applicable. I understand that the arbitrator's decision shall be made in writing and submitted to the City and to myself and I am aware that both parties shall be bound by the rules and procedures of the Association or Commission whichever is selected. In the event that the arbitrability of this grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the Public Employees Relations Commission (PERC).

I will represent myself

Check One }

I have retained legal counsel

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date



EXHIBIT "B"

CITY OF MILLVILLE  
MONTHLY HEALTH INSURANCE CO-PAYS  
FOR ADMINISTRATIVE UNIT, SUPERIOR OFFICERS, PBA #213 AND FMBA #63

THE AMOUNTS SHOWN BELOW ARE THE SAME FOR EACH OF THE ABOVE CAPTIONED BARGAINING UNITS

		MONTHLY	WEEKLY	YEARLY
BC/BS (IDA REPLACEMENT PLAN)	SINGLE	N/C	N/C	N/C
	P/C	\$ 25.84	\$ 6.46	\$ 310.08
	H/W	\$ 30.67	\$ 7.67	\$ 368.04
	FAMILY	\$ 40.33	\$ 10.08	\$ 483.96
BC/BS (AETNA \$2 REPLACEMENT PLAN)	SINGLE	N/C	N/C	N/C
	P/C	\$ 24.96	\$ 6.24	\$ 299.52
	H/W	\$ 29.62	\$ 7.41	\$ 355.44
	FAMILY	\$ 41.64	\$ 10.41	\$ 499.68
BC/BS (AETNA \$10 REPLACEMENT PLAN)	SINGLE	N/C	N/C	N/C
	P/C	\$ 23.36	\$ 5.84	\$ 280.32
	H/W	\$ 27.72	\$ 6.93	\$ 332.64
	FAMILY	\$ 39.01	\$ 9.75	\$ 468.12

NOTE: THERE ARE NO CO-PAYS FOR MEMBERS OF CUMBERLAND COUNCIL 18

CONTRACTUAL CAPS ON THE ABOVE CAPTIONED CO-PAYS (BY UNION):

ADMINISTRATIVE UNIT	\$50.00/MONTH - \$600.00/YEARLY
SUPERIOR OFFICERS	\$50.00/MONTH - \$600.00/YEARLY
PBA #213	\$41.66/MONTH - \$500.00/YEARLY
FMBA #63	\$50.00/MONTH - \$600.00/YEARLY

## EXHIBIT "C"

As of the Effective Date set forth in the Settlement Agreement, Article 16 entitled Health Benefit Program shall be revised to read as follows:

### ARTICLE 16. HEALTH BENEFIT PROGRAM

The Employer may, at its option, change any of the existing insurance plans or carriers providing such benefits so long as the change in carriers has no material effect on the benefits which are provided to the employees and their eligible dependents. The Employer further reserves the right, at its option, to self-insure any of the such 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. Increases in premiums for health insurance premiums for all coverages shall, except for individual single person coverage, be shared by the City and the employee on a 50/50 basis subject to a maximum contribution by each employee of \$500.00 per year. The base premium cost shall be the current cost for coverage for the calendar year 2004. The parties agree that the comparable benefits language set forth above continues to be in effect.

**Section 1. Medical and Hospital Plan.** The Employer shall provide full medical and hospital coverage for all employees of the bargaining unit. The Employer shall pay 100% of the premium cost of the employees' dependents, provided the employee enrolled said dependents in the hospitalization plan in force for all employees of the City.

The plan shall be the Millville Health Benefit Plan (currently the Blue Cross/Blue Shield IDA Match Plan) coverage for the employee and his eligible dependents, or at the employee's option, an HMO insurance plan provided any additional premium necessitated by such option is paid by the employee. The above medical and hospitalization coverage shall be modified as follows for the purpose of effecting cost containment.

- A. Major Medical Deductible of \$200.00 for individuals and \$400.00 for families.
- B. Mandatory Second Surgical Opinion.
- C. Pre-Admission Review.
- D. Beginning January 1, 2005, the maximum payment by the Plan shall be \$5,000,000.00 for each Benefit Period per Eligible Person of \$5,000,000.00.
- E. The basic Millville Health Benefit Plan shall include mammograms, pap smears, prostate examination, and needles and syringes for diabetics.

**Section 2. Prescription Plan.** All employees shall be covered by the Prescription Plan presently in force for all City employees which provides for the following co-payments:

**Copayments for Prescription Drugs (including Specialty Pharmaceuticals) other than Prescription Drugs dispensed by a Mail-Order Pharmacy:**

- a. A \$0.00 Copayment is required for Generic Prescription Drugs.
- b. A \$10.00 Copayment is required for Brand Name Prescription Drugs.

**Copayments for Prescription Drugs dispensed by a Mail-Order Pharmacy:**

- a. A \$0.00 Copayment is required for Generic Prescription Drugs.
- b. A \$5.00 Copayment is required for Brand Name Prescription Drugs.

All benefits under the Prescription Drug Program are subject to the terms of the Group Policy.

**Section 3. Dental Plan.** The Employer shall provide dental insurance under the Blue Cross and Blue Shield of New Jersey Dental Program for all members of the bargaining unit and their eligible dependents, subject to the terms and conditions of the group policy. Said dental program shall provide coverage for orthodontial care for employees and their eligible dependents. The orthodontial payment is increased to \$2,000.00 per person in accordance with the dental plan.

**Section 4. Optical Plan.** The Employer shall provide the Spectera Vision Plan program for the employee and his or her eligible dependents. The employer reserves the right to substitute an optical plan with comparable or greater benefits.

**Section 5. Retirement Benefits After Twenty-Five Years of Service With the City.** Upon the Employee's retirement, after he or she has had twenty-five (25) years of service with the City of Millville, said Employee and spouse shall be entitled to the following health benefit package: medical and hospital insurance, prescription plan, dental insurance coverage and optical insurance coverage. These health benefits shall be provided at the expense of the Employer effective December 30, 2001 subject to the following terms and conditions:

- A. Maximum of twelve (12) 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 2.

**Section 6. Retirement Benefits After Twenty Years of Service with the City.** Upon the employee's retirement, after he or she has had twenty (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 effective January 1, 2005 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 2.

**Section 7. 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 2.

**Section 8. Payment in Lieu of Benefits.** The Employer shall provide an annual cash incentive of \$2,000.00 for single coverage and \$3,750.00 for family coverage in lieu of benefits to employees who voluntarily decline health insurance coverage. The Employee may re-enter

the health insurance plan for the next calendar year subject to the insurance restriction requirements of the insurance company.

**Section 9. 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.

