

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

January 1, 1999 through December 31, 2001

Prepared By:

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DEFINITIONS

Cash overtime compensation means payment at a rate of one and one-half times the hourly proration of the employee's base salary, or one and one-half times the employee's regular rate, as specified.

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

Employees covered by this agreement do not include seasonal employees, temporary employees, or provisional employees working through a test period.

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

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

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

Retirement shall be defined pursuant to the law of the State of New Jersey governing the Public Employees' Retirement System of New Jersey 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 the "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 (N.J.S.A. 34:13A-1 et seq.), as amended, the New Jersey Civil Service Act, Chapter 112 of the Laws of 1985 (N.J.S.A. 11A:6-16 et seq.), as amended, all other Statutes as 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

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 counsel,, or to designate a Council representative to appear with him. The Employer agrees that

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 shall conduct a hearing and review the disputed issues submitted by the employee. The employee and his or her representative shall have the right to appear before the Commissioner in charge of the department 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

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

ARTICLE 7

LONGEVITY

Longevity pay shall be afforded all employees within the unit as follows:

	<u>1999</u>	<u>2000</u>	<u>2001</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 (titles named below) pay 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 below. If an employee works Sunday, he will be paid time and one-half.

A shift differential of 20¢ per hour shall be paid for the second shift, and 26¢ per hour 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

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. Each department head agrees to promulgate rules reasonably calculated to insure equal availability of overtime opportunity to all employees interested in overtime hours. Said 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.

6. Employees called into work shall receive a minimum of two hours call-in time payable at one and one-half (1 1/2) times the employees 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 for a personal emergency without working two (2) hours he will be paid for actual time worked.

7. Employees who are required to maintain a commercial drivers license (CDL) shall be provided a \$200.00 per year stipend.

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
Lincoln's Birthday
Washington's Birthday
Good Friday
Martin Luther King
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Thanksgiving Friday
Christmas Day
Day after Christmas

ARTICLE 14

SICK LEAVE

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

2. Any employee, upon retirement from service with the City of Millville, shall receive 50% of his or her accumulated sick time subject to a maximum payment of \$13,000.00.

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

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

ARTICLE 16

HEALTH BENEFIT PROGRAM

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

A. Major Medical Deductible is \$200.00 for individuals and \$400.00 for families.

B. Mandatory Second Surgical Opinion

C. Pre-Admission Review

D. The maximum payment by the Plan shall be \$2,000,000.00 for Each Benefit Period per eligible Person with a Lifetime Maximum Per Eligible Person of \$2,000,000.00.

E. Beginning January 1, 1998, the basic IDA self insured insurance plan shall include mammograms, pap smears, prostate examinations, and needles and syringes for diabetics.

The Employer may, at its option, change any of the existing

and 2001 the Bargaining Unit may elect to participate in the Spectera Vision Plan Program or to receive the maximum annual payment of \$144.00 stated above. Enrollment in the Spectera Vision Plan Program for either the years 2000 or 2001 must be done in a timely fashion with all individual applications completed as required by the insurance company providing the benefits.

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 receive Medical and Hospital insurance and beginning January 1, 1998, a Prescription Plan provided at the expense of the Employer subject to the following terms and conditions:

A. Maximum of ten (10) years.

B. When said retired employee obtains full time employment having comparable health care benefits, the medical and hospital insurance and prescription 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 only to the co-payment required of zero dollars for generic prescription drugs and \$10.00 for brand name prescription drugs.

7. Payment in Lieu of Benefits. The Employer shall provide an annual cash incentive of \$1,000.00 for single coverage and \$3,000.00 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.

8. 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 19

PROMOTION PAY RAISE

An Employee who receives a certification of permanent civil service promotion shall receive a minimum annual pay raise of \$300.00, provided there had not been a pay raise of at least \$300.00 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

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 will 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

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 limitation:

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 will 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

shall remain in full force and effective during any future period of negotiations. It is agreed by both parties that collective negotiation for a new Agreement shall start no later than October 1, 2001.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 15th day of June, 1999.

CITY OF MILLVILLE:

James F. Quinn
James F. Quinn, Mayor

ATTEST:

Lewis N. Thompson
Lewis N. Thompson, City Clerk

THE NEW JERSEY CIVIL SERVICE
ASSOCIATION - CUMBERLAND
COUNCIL #18:

Vera Watson

Ally W. Knels

Larry Williams

Will Thompson

Ernest N. DiPalma, Pres.

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

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