AGREEMENT

Contract no. 1119

Between

TOWNSHIP OF MILLBURN ESSEX COUNTY, NEW JERSEY

JUL 77 1992
RUTGERS UNIVERSITY

and

ina

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL 32

January 1, 1991 through December 31, 1993

# TABLE OF CONTENTS

ARTICLE		Page
	PREAMBLE	1
ı	RECOGNITION	2
ıı	GRIEVANCE PROCEDURE	3
III	HEALTH AND WELFARE - INSURANCE	6
VI	RETENTION OF BENEFITS	7
v	NO-STRIKE PLEDGE	8
VI	LEAVE OF ABSENCE	9
VII	MILITARY LEAVE	10
VIII	BEREAVEMENT LEAVE	11
IX	CHILDBIRTH LEAVE	12
х	ASSOCIATION RIGHTS AND RESPONSIBILITIES	13
XI	NON-DISCRIMINATION	14
XII	MANAGEMENT RIGHTS	15
XIII	CONDUCTING F.M.B.A. BUSINESS ON TOWNSHIP TIME	17
XIV	HOLIDAYS	18
ΧΛ	VACATION	19
IVX	HOURS AND OVERTIME	20
XVII	SALARIES AND WAGES	22
XVIII	PENSIONS	24
XIX	LONGEVITY	25
xx	CLOTHING AND EQUIPMENT ALLOWANCE	26
XXI	MUTUAL AID	27
XXII	TERMINAL LEAVE PAYMENT FOR ACCRUED SICK LEAVE	28

ARTICLE	
IIIXX	SICK LEAVE29
XXIV	PROMOTIONS32
xxv	AGENCY SHOP3
IVXX	MISCELLANEOUS34
IIVXX	FULLY BARGAINED PROVISIONS35
IIIVXX	SEPARABILITY AND SAVINGS36
XXIV	TERM AND RENEWAL37

## PREAMBLE

This Agreement effective as of the 1st day of January, of the term of this Agreement, by and between the TOWNSHIP OF MILLBURN, NEW JERSEY, hereinafter referred to as the "Township," and LOCAL NO. 32 FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, hereinafter referred to as the "F.M.B.A.," is designed to maintain and promote a harmonious relationship between the parties.

## ARTICLE I

## RECOGNITION

The Township recognizes the F.M.B.A. as the sole and exclusive bargaining representative for all uniformed employees in the Fire Department, now employed or hereafter employed, except the Fire Chief and volunteers.

#### ARTICLE II

#### GRIEVANCE PROCEDURE

#### A. Purpose

- 1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.
- 2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the F.M.B.A.

#### B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the F.M.B.A. or the Township.

#### C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

#### STEP ONE:

- (a) An aggrieved employee, or the F.M.B.A., shall institute action in writing under the provisions hereof within ten (10) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of the Department, or his designee, for the purpose of resolving the matter. Failure to act within ten (10) days shall be deemed to constitute an abandonment of the grievance.
- (b) The Chief of the Department, or his designee, shall render a decision in writing within ten (10) days after receipt of the grievance.

#### STEP TWO:

- (a) In the event the grievance is not settled through Step One, the same shall be filed with the Business Administrator (or his designee) within five (5) days following the determination by the Chief of the Department.
- (b) The Business Administrator, or his designee, shall render a decision in writing within five (5) days from the receipt of the grievance.

#### STEP THREE:

(a) In the event the grievance has not been resolved through Step Two, then within five (5) days following the determination of the Business Administrator or five (5) days following the date when the determination was due (whichever is sooner), the matter may be submitted to the Mayor and Committeemen.

(b) The Mayor and Committeemen shall review the matter and make a determination within ten (10) days from the receipt of the grievance.

## STEP FOUR - Binding Arbitration:

- (a) If the grievance is not settled through Steps One, Two, and Three, either party may refer the matter to the American Arbitration Association for binding arbitration within ten (10) days after the determination by the Mayor and Committeemen, or ten (10) days after the date when the determination was due, whichever is sooner. An arbitrator shall be selected and a mutually agreeable hearing date established, pursuant to the Rules of the A.A.A.
- (b) In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration and the F.M.B.A. shall pay whatever costs may have been incurred in processing the case to arbitration.
- (c) The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
- (d) The costs for the services of the Arbitrator shall be borne equally between the Township and the F.M.B.A. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

#### ARTICLE III

#### HEALTH AND WELFARE - INSURANCE

- A. The Township shall provide enrollment in the State Health Benefits program for all permanent employees who have been on the payroll for two (2) months, at the beginning of the third (3rd) month of employment. The Township shall pay the full cost of the foregoing program for the employee and his family. Nothing shall preclude the right of the Township to change insurance carriers, so long as substantially similar benefits are provided.
- B. The Township agrees to provide liability insurance coverage in accordance with applicable statutes covering its employees.
- C. The Township agrees to continue to provide health care benefits to permanent employees who retire after January 1, 1979 to the extent that the health plan permits such provision.
- D. Effective July 1, 1983, the Township shall provide a Prescription Insurance Plan with full family coverage, as per the F.M.B.A. Interest Arbitration Award.
- E. Effective January 1, 1985, the Township shall provide a fully paid dental plan based on a benefit level equivalent to that of the plan for the year 1984.
- F. The Township shall provide an eye examination for all employees every two years at the time when the regular physical examination is conducted, at a cost to the Township not to exceed \$100.00 per employee.

## ARTICLE IV

## RETENTION OF BENEFITS

Those provisions of municipal ordinances which are applicable to employees covered by this Agreement shall remain in full force and effect, except as modified herein, during the term of this Agreement, and shall be incorporated in this Agreement as if set forth herein at length.

#### ARTICLE V

#### NO-STRIKE PLEDGE

- A. The Association covenants and agrees that during the term of this Agreement neither the F.M.B.A. nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike or other deliberate interference with normal work procedures against the Township.
- B. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right 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 F.M.B.A. or its members.

#### ARTICLE VI

#### LEAVE OF ABSENCE

A leave of absence without pay may be granted for good cause to any employee for a period of six (6) months. Such leave shall be granted at the sole discretion of the Committeeman in charge of the Fire Department after recommendation from the Chief. The leave may be extended for an additional six (6) months under the procedure as the initial leave.

# ARTICLE VII

## MILITARY LEAVE

Leaves of absence shall be granted by the Township, pursuant to the provisions of N.J.S.A. 38:23-1 et seq. and N.J.S.A. 40:46-32, for military service.

#### ARTICLE VIII

#### BEREAVEMENT LEAVE

- A. In case of death in the immediate family, an employee shall be granted leave from the day of death, up to and including the day of the funeral.
- B. Immediate family shall be defined as the employee's husband, wife, child, stepchild, foster child, mother, father, brother, sister, grandparents, mother-in-law or father-in-law.
- C. Reasonable verification of the event may be required by the Township.
- D. In special or unusual circumstances, the Chief or his designee may grant time off or additional time off to the employee in his discretion.
- E. Bereavement leave, as defined herein for members of an employee's immediate family, shall not be chargeable to sick leave.
- F. An employee may be allowed the utilization of one (1) day's sick leave to attend the funeral of a relative other than one in his immediate family, as defined by this Article.

## ARTICLE IX

## CHILDBIRTH LEAVE

Additional time off shall be granted in the form of childbirth leave, consisting of three (3) consecutive days after the birth of an employee's child.

#### ARTICLE X

#### ASSOCIATION RIGHTS AND RESPONSIBILITIES

The Chief of the Fire Department shall permit members of the F.M.B.A. Grievance Committee and the members of the F.M.B.A. Negotiating Committee to attend mutually scheduled meetings of said Committees with representatives of the Township during the duty hours of the members without loss of pay, provided said meetings shall not diminish the effectiveness of the Department, nor require the recall of off-duty firemen to bring the Department to its proper effectiveness.

## ARTICLE XI

#### NON-DISCRIMINATION

- A. There shall be no discrimination by the Township or the F.M.B.A. against an employee on account of race, color, creed, sex or national origin.
- B. There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the F.M.B.A. or because of any lawful activities by such employees on behalf of the F.M.B.A. The F.M.B.A., its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the F.M.B.A.

#### ARTICLE XII

#### MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
- 1. To the executive management and administrative control of the Township Government and its properties and facilities and the assignments of its employees:
- 2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and make intradepartmental transfers of employees:
- 3. To take any permissible disciplinary action for good and just cause according to law.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific

and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in accordance with the Constitution and Laws of New Jersey, including Chapter 123 of the Laws of 1974, and of the United States.

#### ARTICLE XIII

## CONDUCTING F.M.B.A. BUSINESS ON TOWNSHIP TIME

- A. The Chief of the Fire Department shall permit members of the F.M.B.A. Grievance Committee, and members of the F.M.B.A. Negotiating Committee, to attend mutually scheduled meetings of said Committees with representatives of the Township during said members' duties hours, without loss of pay, provided said meetings shall not diminish the effectiveness of the Fire Department nor require the recall of off-duty Firemen to bring the Department to its proper effectiveness.
- B. The Township agrees to grant the necessary time off to up to three (3) authorized delegates to attend the annual State F.M.B.A. Convention in accordance with N.J.S.A. 11:26C-4. The F.M.B.A. shall submit the names of said delegates at least thirty (30) days prior to said Convention.
- C. The executive or alternate delegate of the F.M.B.A. shall be granted leave from duty with full pay for all membership meetings of the State F.M.B.A. when such meetings take place at a time when such officer is scheduled to be on duty, provided said delegate gives reasonable notice to the Chief of the Department.

#### ARTICLE XIV

#### HOLIDAYS

- A. The uniformed full-time members of the Fire

  Department, shall be entitled to a payment equivalent to

  twelve (12) working days, accruing on the basis of one (1)

  day per month of service, in lieu of holiday time off, and in

  addition to annual salary based upon a twelve (12) hour day

  at their hourly rate of pay in December, payable as an

  addition to their bi-weekly pay. Effective January 1, 1988,

  the uniformed full-time members of the Fire Department shall

  be entitled to thirteen (13) working days.
- B. In the event of death or retirement, the employee, or his estate, shall receive his earned holiday pay.
- C. Employees covered by this Agreement shall receive two (2) working days off with pay per annum, in addition to the other holiday provisions of this Article, at a time approved by the Chief or his designee.
- D. Effective January 1, 1993, employees shall receive three (3) working days off with pay per annum, in addition to the other holiday provisions of this Article, at a time approved by the Chief or his designee.

#### ARTICLE XV

#### VACATION

A. Uniformed members of the Fire Department covered by this Agreement, who were appointed after January 1, 1971, shall be entitled to the following annual vacation:

Years of Service	Vacation Leave		
0 - 1 year	1 working day for		
	each month of service		
1 - 2 years	12 working days		
3 - 4 years	15 working days		
5 - 16 years	18 working days		
17 years	19 working days		
18 years	20 working days		
19 years	21 working days		
20 years or more	22 working days		

- C. Seniority in grade within the group shall be the basis for preference of vacation days.
- D. In the event of retirement or death, the employee or his estate shall receive his earned vacation pay.
- E. The employee's vacation pay shall be in the same amount had he worked his standard schedule.
- F. Effective January 1, 1992 for 20 or more years of service the annual vacation leave will be 23 working days.

#### ARTICLE XVI

## HOURS AND OVERTIME

- A. The hours of employment for each full-time employee of the Department shall be a yearly average of forty-two and twelve hundredths (42.12) hours per week, based upon an eight (8) week cycle, with the exception of administrative personnel.
- B. All work authorized to be done in excess of forty-two and twelve hundredths (42.12) hours per week shall be compensated at time and one-half (1-1/2) the regular straight time hourly rate\*. In construing such overtime, payments shall be made on the following basis:
- Up to the first 16 minutes of authorized overtime no pay;
- Sixteen (16) through thirty (30) minutes minutes pay;
- Thirty-one (31) through sixty (60) minutes 1 hour
   pay;
- 4. Thereafter, overtime shall be paid in thirty (30) minute segments for all time authorized to be worked beyond the regular tour of duty.
- C. If an employee is recalled to duty after he has completed a regularly scheduled tour, he shall be paid for all hours worked and shall receive a minimum of two (2) hours worked, or pay in lieu of work, at time and one-half (1-1/2).

 <sup>\*</sup> See Schedule B attached hereto.

- D. A list shall be established for the purpose of assigning overtime work whenever overtime work is required. Overtime shall be distributed among the employees on said list. Specialists employed in the Fire Prevention Bureau, Fire Alarm Division and Training Officer shall be removed from the list of those employees on the rotation system for overtime and said names shall be removed from the "Overtime Rotating File Box."
- E. If an employee is called in accordance with said overtime list, and said overtime request cannot be communicated to him in time to perform said duty, then the employee, where possible, will be called for the next available overtime assignments.
- F. Where appropriate to the needs of the Department, as determined by the Chief and/or the Committeeman of the Department, overtime will be worked by equal rank.
- G. An employee will have the option of overtime paid at time and one-half (1-1/2) of base pay or compensatory time off at straight time\*, subject to the manpower needs of the Department as determined by the Chief with the proviso that overtime currently on a rotation system shall continue and that non-rotation overtime shall not be changed.

<sup>\*</sup> See Schedule B attached hereto.

#### ARTICLE XVII

## WAGES

The salary schedules set forth below shall be effective for the period set forth therein.

A. FIREFIGHTER:	<u>1991</u>	1992	1993
First three (3) months of service (probationary)	\$28,368	\$30,070	\$31,874
Second three (3) months of service	29,984	31,783	33,690
Second six (6) months of service	31,607	33,503	35,513
Second year of service	33,226	35,220	37,333
Third year of service	34,845	36,936	39,152
First six (6) months of fourth year	36,458	38,645	40,964
Thereafter	39,279	41,636	44,134
Fire Prevention Subcode Official	7,968	7,968	7,968
Fire Signal System Superintendent	47,728	50,592	53,628
Assistant Fire Signal Superintendent	43,502	46,112	48,879
Deputy Chief	52,686	55,847	59,198
Battalion Chief	48,462	51,370	54,452
Captain	44,238	46,892	49,706

B. 1. Any member covered by this Agreement with the exception of the Fire Sub-Code Official upon being transferred to the Fire Prevention Bureau, shall receive the sum of \$750.00 per year while assigned.

- 2. Any member covered by this Agreement with the exception of the Fire Sub-Code Official upon successful completion and renewals of the Fire Official/Fire Inspector certification, shall receive the sum of \$1,000.00 a year while assigned to the Fire Prevention Bureau, for a total of \$1,750.00 per year. For any members not working a full year in the Fire Prevention Bureau, the compensation will be prorated by months working in the Bureau.
- 3. A member assigned to the position of Training Officer shall receive an additional \$2,500.
  - C. Wages shall be paid every two (2) weeks.

#### ARTICLE XVIII

## PENSIONS

- A. The Township shall provide pensions and retirement benefits to employees covered by this Agreement pursuant to the provisions of the statutes and laws of the State of New Jersey.
- B. For pension benefit purposes, longevity and holiday payments shall be included in the regular salary payment.

## ARTICLE XIX

## LONGEVITY

A. Each employee covered by this Agreement shall shall receive, in addition to his salary as determined above, a longevity increment as follows:

Completed Years of Continuous and Uninterrupted Service	% of Salary
Less than 5 years	0%
At the completion of 5 through 10 years	2%
At the completion of 10 through 15 years	4%
At the completion of 15 through 20 years	6%
At the completion of 20 through 24 years	8%
At the completion of more than 24 years	10%

## B. Effective January 1, 1992:

Completed Years of Continuous and Uninterrupted Service	% of Salary
Less than 5 years	0%
At the completion of 5 through 10 years	2%
At the completion of 10 through 15 years	4%
At the completion of 15 through 20 years	? 6%
At the completion of 20 years	10%

#### ARTICLE XX

## CLOTHING AND EQUIPMENT ALLOWANCE

- A. The Township will reimburse any employee for all civilian and Township issued clothing and equipment damaged in the line of duty, without fault or negligence on the part of said employee, subject to the reasonable approval of the Chief or his designee.
- B. Each employee shall receive a clothing maintenance allowance at the rate of three hundred (\$300.00) dollars per year, to be paid during the first month of each calendar year. Any employee appointed during the contract year shall receive a pro rata portion of said allowance.
- C. Each employee shall receive a plectron operation allowance at the rate of thirty-five (\$35.00) dollars per year, to be paid during the first month of each calendar year. Any employee appointed during the contract year shall receive a pro rata portion of said allowance. The Township agrees to guarantee the dollar payment for the plectron device.

# MUTUAL AID

Employees while rendering assigned aid to another municipality within the State of New Jersey, are fully covered by Workmen's Compensation, liability insurance and pensions as provided by State law.

#### ARTICLE XXII

## TERMINAL LEAVE PAYMENT FOR ACCRUED SICK LEAVE

- A. Those employees who retire having attained both the required age and years of service, upon retirement shall be eligible to receive one and one-half (1-1/2) day's pay plus longevity based and computed on a 12 hour day, at his then rate of pay for every three (3) days of accrued unused sick leave.
- B. Employees who retire prematurely on disability pension, shall be exempt from the attainment of the age and service requirement set forth in Section A hereof.
- C. In the event of an employee's death, his estate shall be paid in accordance with Section A hereof.

#### ARTICLE XXIII

#### SICK LEAVE

#### A. Service Credit for Sick Leave

- All permanent employees or full-time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.
- 2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be utilized for short periods because of death or serious illness in the employee's immediate family as defined in Civil Service regulations.
- 3. If an employee, in the line of duty, is incapacitated and unable to work because of injury, he shall be entitled to an injury leave with full pay, less any amount received from Temporary Disability under the Workmen's Compensation Act during the period in which he was unable to perform his duties, as certified by a physician in attendance designated by the municipality. Such payment will be discontinued when an employee is placed on disability pension.

#### B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter.

2. 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. Reporting of Absence on Sick Leave

- 1. If an employee is absent for reasons that entitle him to sick leave, the Department shall be notified at least one (1) hour prior to the employee's starting time.
- (a) Failure to so notify the Department may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- (b) Absence without notice for five (5) consecutive days shall constitute a resignation.

#### D. Verification of Sick Leave

- 1. An employee who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Township may require proof of illness of any employee on sick leave, where reasonable and warranted.

  Abuse of sick leave shall be cause for disciplinary action.
- In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
- 3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the Township, by a physician designated by the Township.

Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

## E. Illness While on Tour of Duty

- Sick leave shall be charged against an employee's account based on quarter tours of duty.
- To receive credit for a quarter tour of duty, an employee must work more than thirty (30) minutes of said quarter.
- F. If an employee has exhausted all his accumulated sick leave, his pay shall be reduced proportionately for every quarter tour of duty that he is absent from thereafter. To receive pay for a quarter tour, an employee must work more than thirty (30) minutes of said quarter.

## ARTICLE XXIV

## PROMOTIONS

When an employee is officially promoted to a higher rank, he shall be paid in accordance with the schedule of salaries for said higher rank.

#### ARTICLE XXV

#### AGENCY SHOP

- A. Upon the request of the F.M.B.A., the Township shall deduct a representation fee from the wages of each employee who is not a member of the F.M.B.A.
- B. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after reentry into employment in the unit.
- C. The amount of said representation fee shall be certified to the Township by the F.M.B.A., which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the F.M.B.A. to its own members.
- D. The F.M.B.A. agrees to indemnify and hold the Township harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.
- E. The Township shall remit the amount deducted to the F.M.B.A. monthly, or before the 15th of the month following the month in which such deductions were made.
- F. The F.M.B.A. shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the F.M.B.A. shall be available to all employees in the unit on an equal basis at all times. In the event the F.M.B.A. fails to maintain such a system, or if membership is not so available, the Township shall immediately cease making said deductions.

# ARTICLE XXVI

## MISCELLANEOUS

Subject to the discretion and upon the express prior approval of the Chief, an employee who, subsequent to approval, successfully completes a fire science related course or courses, will be reimbursed the cost of tuition and books upon proof of successful completion at the close of each semester.

## ARTICLE XXVII

## FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.

## ARTICLE XXVIII

#### SEPARABILITY AND SAVINGS

In the event that any provision of this Agreement shall, at any time, be declared invalid by Legislative Act or any Court of competent jurisdiction, or through government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

#### ARTICLE XXIX

#### TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1991, and shall remain in effect to and including December 31, 1993. This Agreement shall continue in full force and effect thereafter, unless one party or the other gives notice pursuant to the rules and regulations of the Public Employment Relations Commission of a desire to change or modify this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Millburn, New Jersey, on this day of 1991.

MILLBURN F.M.B.A. LOCAL 32

TOWNSHIP OF MILLBURN ESSEX COUNTY, NEW JERSEY

Kares P Mount

RV:

- 37 **-**

# SCHEDULE B MEMORANDUM

TO:

DEPARTMENT HEADS

£30K:

RICHARD C. WIEDMANN

TOWNSHIP CLERK

SUBJECT: GARCIA DECISION - FAIR LABOR STANDARDS ACT

May 28, 1986

As you may or may not know, several of the requirements of the Fair Labor Standards Act, as applied to municipalities under the Garcia Decision, became effective on April 15 of this year. The following is a listing of items which may affect your department personnel:

1) Compensatory Time - The act requires that, as of April 16, 1986, any compensatory time off in lieu of overtime compensation, shall be credited on a time and one-half basis. The maximum compensatory time which may be accrued by employees in the public safety (Police and Fire) area is 480 hours (i.e., not more than 320 hours of actual overtime hours worked, based on the required time and one-half credit for overtime hours worked). The maximum-compensatory time for all other employees is 240 hours (160 hours of actual overtime hours worked). It should be noted that these totals affect only those hours worked after April 15, 1986. Therefore, any compensatory time which an employee has on the books prior to April 15 would not count towards the indicated limit. Based on this fact, your time-keeping records must reflect a break between time earned prior to April 16, 1986 and all time earned from April 16 on.

The act states that an employee shall be permitted to use accrued compensatory time within a reasonable period after it is requested, if to do so would not unduly disrupt the operations of the employing public agency. The Township defines "a reasonable period" as being one month from the date on which the time is earned.

2) As of April 15, 1986, the longevity bonus amount received by eligible employees must be included in the individual's overtime rate calculation. It should be noted that local governments may defer to August 1, 1986, the payment of monetary overtime pay due employees for hours worked after April 14, 1986. Therefore, prior to August 1, eligible employees will receive a payment, retroactive to April 15, based on the addition of longevity to the overtime rate.

M. Chudom

Millburn Township

.yc%\-c