

**CITY OF MILLVILLE
AND
F.M.B.A. LOCAL 63**

MEMORANDUM OF AGREEMENT.

The City of Millville and FMBA Local 63 (the FMBA) have tentatively agreed that the following modifications shall be made to the current collective bargaining agreement between the parties which expired December 31, 2015.

1. PREAMBLE

Change date.

2. ARTICLE ONE entitled PURPOSE

No change.

3. ARTICLE TWO entitled RECOGNITION

The City accepts the FMBA's proposal to replace reference from "Department of Personnel" to "Civil Service Commission"

4. ARTICLE THREE entitled MANAGEMENT RIGHTS

No change.

5. ARTICLE FOUR entitled NO STRIKE

No change.

6. ARTICLE FIVE entitled GRIEVANCE PROCEDURE

Grievance Article to be revised as attached.

7. ARTICLE SIX entitled SALARIES

Shall be revised as attached.

Employees shall be paid in accordance with Exhibit "B" attached which shall be signed by each party but shall not be made a part of the final Agreement.

8. ARTICLE SEVEN entitled LONGEVITY

Longevity is frozen for all current employees at amount being paid on December 31, 2015. No employee hired after January 1, 2012 shall receive Longevity.

9. **ARTICLE EIGHT** entitled **HOURS AND OVERTIME:**

Shall be subject to review including, but not limited to, the following revisions:

Section 2(b), first paragraph revised to read as follows:

(b) If a bargaining unit member is recalled to duty for a working fire or other emergency, they shall be entitled to receive overtime pay for all hours worked. The minimum shall be ~~three (3) hours~~ one (1) hour and then hour for hour until the incident is terminated or released by the Chief.

Section 4 shall be revised to read as follows:

“In the event that an employee is called to duty when he/she otherwise would have been off duty, he/she shall be compensated in accordance with Section 2 above, and the City guarantees that said Employee shall receive a minimum of ~~three (3) hours~~ one (1) hour pay. The minimum ~~three (3)~~ one (1) hour guarantee does not apply to an early call in preceding the regular shift when said Employee continues to work into said shift or to hold over after a regularly scheduled shift.”

Section 6 – No change.

Section 7 to be revised as follows:

“The City may establish a separate tour of duty consisting of an eight (8) hour day/forty (40) hour week period. The hours will start either at 8 a.m. or 9 a.m. so that the 8 hour day will either be 8 a.m. to 4 p.m. or 9 a.m. to 5 p.m., which may be scheduled on any five consecutive days of the seven day work period. The starting time may be changed on 14 days notice in writing to employee and to Local 63 so that it is either 8 a.m. or 9 a.m. Selection for assignment to this tour shall be subject to ~~negotiations and agreement by both parties~~ discussions. ~~In the event the parties cannot agree as to the establishment of a separate tour of duty, the City may nevertheless proceed to implement the new Work Schedule and the unresolved issues may be presented through the grievance procedure including arbitration under the rules of the Public Employment Relations Commission.~~ In the event no understanding can be reached, then the assignment of personnel shall be determined by the City. Every effort shall be made by the City not to change an employee’s normal assignments to a Platoon/Shift including, the change to or from an eight (8) hour shift to or from a twenty-four (24) hour shift, except upon nineteen (19) days prior notice.

(b) All time off in contract for eight (8) hour shift worker to be subject to modification as follows:

- a. Personal Days – three (3) personal days
- b. Death in the Family – three (3) days off

c. Vacations:	
Length of Service	Number of Hours
Beginning 1 st year	8 hours per full month employed
Beginning of 2 nd – 9 th year	120 hours annually
Beginning of 10 th – 14 th year	160 hours annually
Beginning of 15 th – 19 th year	200 hours annually
Beginning of 20+ years	240 hours annually

Section 8

Revise to provide acting pay is \$1.64 per hour in addition to employee’s regular hourly rate of pay.

10. ARTICLE NINE entitled RETENTION OF BENEFITS

Shall be revised to read as follows:

“With respect to matters not covered by this Agreement, except for changes provided for by law, the City will not seek to diminish or impair during the term of this Agreement, any benefit, privilege provided by law, rule or regulation for employees without prior notice to the Association, and when appropriate, without negotiations with the Association, provided, however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the City by the Management Rights Clause of this Agreement.”

11. ARTICLE TEN entitled LEGAL AID

No change.

12. ARTICLE ELEVEN entitled DISCRIMINATION OR COERCION

No change.

13. ARTICLE TWELVE entitled SAVINGS CLAUSE

No change.

14. ARTICLE THIRTEEN entitled ADMINISTRATIVE DAYS OFF

Revise Section 1 to read as follows:

“Section 1.

All employees shall receive forty-eight (48) hours of duty time off per year which may be used by said employee for any reason. These personal hours of duty off may be taken by the employee on an hour for hour basis, however, all such personal hours off are subject to prior approval as established by policies of the Millville Fire Department so as to not interfere

with the operation of the Department. These personal hours of duty time off are not cumulative and must be used in the calendar year or are forfeited. New employees will have these personal hours of duty time off pro-rated according to the time employed at the rate of six (6) hours for each three (3) months of completed service.

15. ARTICLE FOURTEEN entitled HEALTH BENEFIT PROGRAM.

Shall be revised as attached.

16. ARTICLE FIFTEEN entitled VACATIONS

Add the following to Section A:

Employees hired on or after January 1, 2016 shall be granted annual vacation leave as follows:

Length of Service	Tour of Duty
1 st year	1 tour every 3 months
2 nd – 9 th year	7 tours
10 th – 14 th year	9 tours
15 th – 19 th year	10 tours
20+ years	12 tours

A tour of duty is a scheduled work period presently consisting of a 24 hour period.

17. ARTICLE SIXTEEN entitled SCHOOLING

No change.

18. ARTICLE SEVENTEEN entitled SICK AND INJURY LEAVE

No change.

19. ARTICLE EIGHTEEN entitled UNIFORM AND CLOTHING MAINTENANCE ALLOWANCE

No change.

20. ARTICLE NINETEEN entitled COURT APPEARANCES

No change.

21. ARTICLE TWENTY entitled ASSOCIATION RIGHTS

Shall be revised to read as follows:

“The FMBA State Delegate or his/her designee may be excused to attend

State meetings of the New Jersey State FMBA with reasonable prior notice to and subject to the approval of the Fire Chief or his designee. The Delegate shall be excused for only the period of time necessary to attend the State meeting which may be less than a full tour of duty.”

22. ARTICLE TWENTY-ONE entitled MISCELLANEOUS

Add new Section 5 to provide as follows:
Section 5 – Suspension Days

When an employee is suspended for a number of “days”, one day shall equal eight (8) hours for the purposes of calculating the hours of “non-payment”. For example, an employee who receives a two day suspension shall forfeit sixteen (16) hours of pay. This definition of “day” as an eight (8) hour increment shall only apply in calculating suspension days.

23. ARTICLE TWENTY-TWO entitled PRORATION OF BENEFITS

Revise paragraph 3 to read as follows:

3. Suspensions. No paid time off or any other compensation provided for in this Agreement shall accrue during an employee’s suspension.

Revise paragraph 4 to read as follows:

4. Leave of Absence Without Pay. No paid time off or any other compensation provided for in this Agreement shall accrue during an employee’s leave of absence without pay.

24. ARTICLE TWENTY-THREE entitled FAIR LABOR STANDARDS ACT

No change.

25. ARTICLE TWENTY-FOUR entitled LABOR MANAGEMENT COMMITTEE

No change.

26. ARTICLE TWENTY-FIVE entitled BULLETIN BOARD

No change.

27. ARTICLE TWENTY-SIX entitled DURATION OF AGREEMENT

Revise dates for term to be January 1, 2016 through December 31, 2019.

28. No other changes.

This Memorandum of Agreement is subject to the approval of the City Commission of the City of Millville and ratification of the bargaining unit members of the FMBA. The bargaining committees of the City and the FMBA agree to recommend approval to their respective bodies.

CITY OF MILLVILLE

FMBA LOCAL 63

**ARTICLE FIVE
GRIEVANCE PROCEDURE**

Section 1

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

Step 1. The employee shall submit his/her grievance in writing within ten (10) ~~calendar~~ business days after the occurrence of the grievance, in duplicate, to the Association Representative, who in turn shall forthwith file one (1) copy with the Fire Chief and said Employee and Association Representative shall forthwith attempt to settle the matter of the grievance with said Fire Chief. Failure to file his/her grievance in writing as aforesaid shall bar the Employee from any right to proceed further with any grievance. A decision thereon shall be rendered in writing by the Fire Chief within ten (10) business days after receipt of the grievance.

If the grievance is filed in writing as hereinabove provided, and the matter taken up between the Employee and Association Representative and the Fire Chief fails to produce amicable settlement of the matter, the grievance shall then proceed to Step 2.

Step 2. If no adjustment has been reached at Step 1, then within ~~seven (7)~~ calendar ~~ten (10) business~~ days after the conclusion of Step 1, the Association Representative shall take the matter up with the City Administrator and every effort shall be made to reach a mutually satisfactory solution. A decision thereon shall be rendered by the City Administrator within ten (10) business days after receipt of the grievance.

Step 3. If no solution can be reached, the Association Representative shall

within ~~seven (7) calendar~~ ten (10)-business days immediately following the disposition of the grievance at Step 2, take the matter up with the Director of Public Safety in an endeavor to adjust it amicably. A decision thereon shall be rendered by the Director of Public Safety, in writing, within fifteen (15) business days after receipt of the grievance.

Step 4. In the event the grievance is not resolved at Step 3, either party may, within 20 business days, refer the matter to impartial binding arbitration.

~~The parties agree that there shall be a written answer to each Step within seven (7) days or t~~The failure to answer will be deemed a denial and the grievance can proceed to the next Step. Failure to refer the matter to the next step within the time frames set forth above shall be deemed to be an acceptance of the determination and an abandonment of the grievance. except for answer at Step 3 where the Director of Public Safety shall have 15 business days to answer.

Either party wishing to remove a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the Association and the City. ~~If the City and the Association cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator.~~ The selection of the arbitrator shall be in accordance with the procedures set forth by the rules and regulations of the Public Employment Relations Commission The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and such rules and regulations as may be in effect by the ~~Department of Personnel-Civil Service Commission~~ of the State of New Jersey which might be pertinent, and render his/her award in writing, which shall be final and binding. The cost of the arbitrator's fee shall be shared equally by the City and the

Association unless the Association elects to withdraw the grievance, in which case any fees of the arbitrator shall be borne by the Association. In the event of a settlement of the grievance after the filing for arbitration but before the arbitration takes place, any arbitrator fees incurred will be incorporated in the settlement of the grievance as will be determined by the parties. Any representative or officer of the Association required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

The Arbitrator shall limit himself/herself to the interpretation and application of the terms of this Agreement and to the issues submitted to him/her and consider no other.

The Arbitrator shall have no authority to add to, detract from, alter, amend, modify any provision of this Agreement or impose on any party thereto to a limitation or obligation not provided in this Agreement.

Only the City or the Association may remove and present a grievance to arbitration.

The settlement or other disposition of any grievance prior to arbitration shall be subject to review and approval of a designated committee established by the governing body which shall include the Fire Chief or his/her designee so as to assure compliance with City Policy and/or philosophy.

Section 2

For the purposes of this Article, a “business day” shall be defined as any day that is not Saturday, Sunday or a state or federal holiday.

**ARTICLE SIX
SALARIES**

(a) Effective January 1, 2016, a new wage guide shall be in effect for all employees. The new wage guide is attached hereto as Exhibit "A".

(b) Effective January 1, 2016, all employees at the Captain's step of the old wage guide shall move to the Captain's step of the new wage guide. This movement provides for a one (1.0%) percent wage increase.

(c) Effective January 1, 2016, all employees at Step 14 of the old wage guide (the top step) shall be placed at Step 20 of the new wage guide. This movement provides for a one (1.0%) percent wage increase.

(d) For calendar year 2016, all other employees shall move to the new wage guide on his/her anniversary date to the step closest to, but not less than, the employee's current base salary. No other increase shall be given for 2016.

(f) Effective January 1, 2017, Step 20 and the Captain's Step only will be increased by one (1.25%) percent. The rest of the wage guide shall be increased by three-quarters (0.75%) of a percent. Any employee eligible to move on the wage guide shall advance one step on said employee's anniversary date but shall receive no other increase.

(g) Effective January 1, 2018, Step 20 and the Captain's Step only will be increased by one and one half (1.5%) percent. The rest of the wage guide shall be increased by one (1.0%) percent. Any employee eligible to move on the wage guide shall advance one step on said employee's anniversary date but shall receive no other increase.

(h) Effective January 1, 2019, Step 20 and the Captain's Step only will be increased by one and one half (1.5%) percent. The rest of the wage guide shall be increased by one (1.0%) percent. Any employee eligible to move on the wage guide shall advance once step on said employee's anniversary date but shall receive no other increase.

(i) The City may elect to complete payment of salaries bi-weekly and further the City may elect to complete payment of salaries by direct deposit, in which event, upon request each employee shall provide "direct deposit" wiring instructions to the City's designated agent.

(d) Any eligible member performing inspections shall receive a stipend of \$1,860.00 in addition to his/her normal salary. The Fire Prevention Specialist stipend is earned by the employee on a pro-rated basis upon the time actually worked during a calendar year.

(e) Pay increases shall only apply to employees who remain employed by the City when the contract is signed, with the exception of employees who retired.

EXHIBIT "A"

	2016	2017	2018	2019
Step 1	\$ 32,167	\$ 32,408	\$ 32,732	\$ 33,059
Step 2	\$ 34,537	\$ 34,796	\$ 35,144	\$ 35,495
Step 3	\$ 36,907	\$ 37,183	\$ 37,555	\$ 37,931
Step 4	\$ 39,277	\$ 39,571	\$ 39,967	\$ 40,367
Step 5	\$ 41,647	\$ 41,959	\$ 42,379	\$ 42,802
Step 6	\$ 44,017	\$ 44,347	\$ 44,790	\$ 45,238
Step 7	\$ 46,387	\$ 46,735	\$ 47,202	\$ 47,674
Step 8	\$ 48,757	\$ 49,122	\$ 49,614	\$ 50,110
Step 9	\$ 51,127	\$ 51,510	\$ 52,025	\$ 52,545
Step 10	\$ 53,497	\$ 53,898	\$ 54,437	\$ 54,981
Step 11	\$ 55,867	\$ 56,286	\$ 56,848	\$ 57,417
Step 12	\$ 58,237	\$ 58,673	\$ 59,260	\$ 59,853
Step 13	\$ 60,607	\$ 61,061	\$ 61,672	\$ 62,288
Step 14	\$ 62,977	\$ 63,449	\$ 64,083	\$ 64,724
Step 15	\$ 65,347	\$ 65,837	\$ 66,495	\$ 67,160
Step 16	\$ 67,717	\$ 68,224	\$ 68,907	\$ 69,596
Step 17	\$ 70,087	\$ 70,612	\$ 71,318	\$ 72,032
Step 18	\$ 72,457	\$ 73,000	\$ 73,730	\$ 74,467
Step 19	\$ 74,827	\$ 75,388	\$ 76,142	\$ 76,903
Step 20	\$ 77,192	\$ 78,157	\$ 79,329	\$ 80,519
CAPTAIN	\$ 81,745	\$ 82,767	\$ 84,009	\$ 85,269

ARTICLE FOURTEEN
HEALTH BENEFIT PROGRAM

Section 1. Health Insurance

The City shall provide comprehensive medical and health insurance for all members of the bargaining unit through the New Jersey State Health Benefits Plan, under the terms of the plan as it exists or as modified by the New Jersey State Health Benefits Plan (or any other substantially similar health benefit plan), including any changes in co-pays or deductibles that may be implemented by the New Jersey State Health Benefits Plan, for all employees and eligible dependents covered by this Agreement. Employees shall only be permitted to enroll in the type of coverage for which the employee is eligible. Effective January 1, 2016, or as soon thereafter as is practicable, the base plan to be offered to employees by the City shall be the Direct 15 Plan. The City shall continue to offer the Direct 10 Plan as well as others available through the SHBP. If the employee selects a plan with a higher premium cost than the Direct 15 Plan, the difference in such premium shall be borne by the employee in equal payments through payroll deductions.

Section 2. Prescription Plan. The City ~~shall provide~~ presently provides a Co-Pay Prescription Plan for employees and dependents through ~~the New Jersey State Health Benefits Plan Benecard.~~ The co-payments shall be determined by the New Jersey State Health Benefits Plan and may be subject to future changes to reflect the then applicable NJSHBP Plan prescription co-pays. The City reserves the right to provide prescription coverage through the New Jersey State Health Benefits Plan, Benecard or any other carrier subject to the provisions of Section 5 of this Article.

In the event the City changes the provider of its Prescription Plan to a carrier other than the New Jersey State Health Benefits Plan or Benecard, the Prescription Co-Pays (including Specialty Pharmaceuticals) other than Prescription Drugs dispensed by a Mail-Order Pharmacy shall become the following:

- a. A \$10.00 co-payment is required for Generic Prescription Drugs.

b. A \$20.00 co-payment is required for Brand Name Prescription Drugs.

Co-Payments for Prescription Drugs dispensed by a Mail-Order Pharmacy:

a. A \$10.00 co-payment is required for Generic Prescription Drugs.

b. A \$20.00 co-payment is required for Brand Name Prescription Drugs.

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

Section 3. Eye Care Plan The City shall provide the United Healthcare Vision Plan Program for the employee and his/her eligible dependents. The Employer reserves the right to substitute an optical plan with substantially similar benefits.

Section 4. Dental Care - The Employer shall provide a Dental Insurance Program, which includes all of the benefits which are currently included in the Dental Insurance Program, at the date of this Agreement, for the employee and his family. Said dental program shall provide coverage for orthodontia care for employees and their eligible dependents in accordance with existing practice. The orthodontia payment shall be limited to \$3,000 per person, in accordance with the dental plan.

As soon as practical after ratification of this Agreement, the City's Dental Plan shall provide for coverage for white dental fillings. Also at that time, the City's Dental Plan will provide a maximum benefit of \$3,000 per person, per year.

Section 5 Change in Plans and Providers. The City may, at its option, change any of the existing insurance plans or carriers providing such benefits under Sections 1, 2, 3 and 4 above, so long as substantially similar benefits are provided to the employees and their dependents. The City further reserves the right, at its option, to self-insure any of the plans or coverages so long as substantially similar benefits are provided to the employees and their dependents. Prior notice must be made to the Union of any change.

Section 6. Cost Contribution.

All employees shall pay a cost contribution for Health Insurance Plan coverages according to the provisions of P.L. 2011, Chapter 78, Pension and Health Benefit Reform

Law adopted June 28, 2011 or \$600 for single coverage or \$1,100 for all other coverage (i.e., Parent/child, Adult/Family) whichever is greater as a cost contribution for their health benefits. Payment shall be made by the way of withholdings from each employee's payroll checks.

Section 7. Coverage on Assignment

Any employee attending an assigned school within or outside the State of New Jersey or on duty outside the State of New Jersey shall be entitled to the same health benefit program or worker's compensation coverage in the normal course of duty. Any firefighter responding to a call at any time, whether on duty or not at the time, shall be covered as if on duty for purposes of the health benefit program and worker's compensation, or any other benefits provided to those injured on duty.

Section 8. Retiree Health Benefits

Upon an employee's retirement (after he/she has had twenty-five (25) years of service with the City of Millville or who retired on a State approved disability pension based on fewer years of service credit) he or she and his/her spouse and dependents shall be entitled to receive all of the then health care benefits provided by the employer, at the expense of the employer, for the shorter of the following periods:

- (a) maximum of twelve (12) years;
- (b) when said retired employee obtains full time permanent employment having comparable health benefits (once the job is obtained, the benefits permanently terminate, even if the new employment terminates within the twelve (12) years);
- (c) when the retired employee becomes eligible for Medicare (age 65).

The coverages that retirees receive are the same health care benefits being received by the active current employees of the City NOT the benefits which were in effect when they retired and are subject to the deductibles and co-payments required under the then active employees' existing plan. In addition, the existing retirees shall continue to pay to the City the Cost Contribution which was in effect when the employee retired. Employees who retire after the enactment of P.L. 2011, Chapter 78, Pension and Health Reform Law, adopted June 28, 2011, will make cost contributions pursuant to said law. Except that employees with 20 or more years of service credit in a state or locally administered retirement system as of June 28, 2011, shall pay a cost contribution as follows:

The City agrees to pay 100% of the costs of Retiree Health Benefits for the individual retiree only (i.e. Single Person Coverage) Retirees may elect to secure health

benefit insurance coverage for an eligible spouse and/or dependents (i.e., Husband/Wife, Parent/Child or Family Coverage) but shall be responsible to pay Six Hundred (\$600.00) Dollars plus ten (10%) percent of the annual increase in the health insurance premium for the selected coverage over the annual premium cost for the selected coverage paid by the City for the preceding year, commencing with year 2007 as the base year and then each year thereafter, subject to a maximum contribution of Eleven Hundred (\$1,100) Dollars per annum.

For the purposes of this Agreement, the 2007 base year shall mean the premium cost for premiums paid by the City using the health benefit contract period ending February 28, 2008. Future increases shall be based on the premium increases in future health benefit contract periods. A Retiree's payments for his/her cost for providing the health insurance plans which covers the Retiree's eligible spouse and/or dependent(s) (i.e., Husband/Wife, Parent/Child, or Family Coverage) will be invoiced to the Retiree on a monthly basis.

The above coverages pertain to the employee and are provided so long as the employee remains eligible for extended coverage as provided above. In the event the employee dies, coverage shall continue for the retiree's spouse and dependents for the remainder of the twelve (12) year period unless the spouse re-marries or obtains employment with comparable health benefits in which event coverage shall terminate.

Section 9. Opt-Out

New Jersey law provides that a municipality may allow an employee as a dependent by a spouse's employer to waive health benefits coverage. The decision of a municipality to allow its employees to waive coverage and the amount of consideration to be paid are not subject to collective bargaining.

Consistent with the provisions of the applicable law, the City is willing to adopt an Opt-Out Payment Plan as follows:

Employees enrolled in the health insurance coverage plan provided in Article 13 Section 1 may elect to waive all coverage, provided proof of coverage through another source can be demonstrated. Employees who waive all coverage shall receive an annual payment in the amount of twenty-five (25%) percent of the applicable premium for the insurance plan or Three Thousand Dollars (\$3,000) per annum whichever is less, in lieu of the insurance, based on the number of months that the insurance was waived during the year. Payment shall be in the amount of twenty-five (25%) percent of the applicable premium, or Three Thousand (\$3,000) dollars, whichever is less. Checks for opting out will

be issued quarterly.

An employee who waives coverage shall be permitted to resume coverage by making an application for coverage during an open enrollment period in accordance with the provisions of the State Health Benefits Program.

Further, an employee who waives coverage shall be permitted to immediately resume coverage if the employee ceases to be eligible for other health care coverage for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received from the employer, which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall notify the employer in writing and file a declaration with the division, in such form as the director of the division shall prescribe, that the waiver is revoked.

In the event a husband and wife are both employed by the City, neither spouse shall be eligible for an “opt-out” waiver payment. Likewise if the employee’s spouse receives health care benefits through the State Health Benefits Plan, the employee shall not be eligible for the “opt-out” waiver payment.

Further in accordance with the provisions of the applicable law which provides that the decision of a municipality to allow its employees to waive coverage and the amount of consideration to be paid are not subject to collective bargaining, the City maintains the right to terminate, revise and modify the Opt-Out Payment Plan set forth herein.