

**AGREEMENT**

**Between**

**TOWNSHIP OF MILLBURN**

**ESSEX COUNTY, NEW JERSEY**

**AND**

**FIREMEN'S MUTUAL BENEVOLENT  
ASSOCIATION**

**LOCAL 32**

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**JANUARY 1, 2004 – DECEMBER 31, 2007**

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**Ruderman & Glickman, P.C.  
675 Morris Avenue  
Springfield, NJ 07081  
(973) 467-5111**

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## **PREAMBLE**

This agreement, effective as of the 1<sup>st</sup> day of January, 2004, 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/her designee) within five (5) days following the determination by the Chief of the Department.
- (b) The Business Administrator, or his/her 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 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 canceled 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 hereto.
- (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 (3<sup>rd</sup>) month of employment. The Township shall pay the full cost of the foregoing program for the employee and his/her family with the exception of the Tradition Health.
- B. Employees remaining in the Traditional Health Plan after March, 1997 will be charged personal day(s) equal to the cost difference between the Traditional Health Plan cost and the highest cost managed care plan cost. Personal days(s) will be deducted on a pro rata employee hourly rate basis to the nearest hour equal to 45% of the cost differential of the two plans.
- C. If legislation is enacted, permitting payroll deduction payments of health benefit costs, the cost differential between the Traditional Health Plan and the highest cost managed care plan will be deducted from the employees' biweekly payroll check and the personal day deduction practice will cease. The percentages of differential cost give back will remain the same as in paragraph B.
- D. The Township agrees to provide liability insurance coverage in accordance with applicable status covering its employees.
- E. The Township agrees to continue to provide health care benefits to permanent employees who retire to the extent that the health plan permits such provision.

- F. The Township shall provide a Prescription Insurance Plan with full family coverage. The employee will pay a \$3.00 co-pay on generic prescriptions and a \$6.00 co-pay on brand name prescription drugs Effective January 1, 2005, the co-pay will move to \$5.00 generic name and \$10.00 name brand, including injectable drugs.
- G. The Township shall provide reimbursement for eye care for all employees every year at the cost to the Township not to exceed \$100.00 per employee.
- H. The Township shall provide a fully paid Dental Plan based on a benefit level equivalent to that of the plan for the year 1984. Effective January 1, 2005 the Township will provide an enhanced dental plan with premium increases above the 2004 basic plan coverage to be paid by the employee through payroll deductions.
- I. Effective January 1, 2005 the Township will provide a premium conversion plan, a healthcare flexible spending account and a dependent care flexible spending account in accordance with Section 125 of the IRS code.
- J. Effective January 1, 2005 any employee who opts out of the 2004 basic plan for medical, dental and/or prescription plan shall receive 50% of the savings for each opt out. If the employee's substitute coverage lapses (i.e., retirement, termination) the Township agrees to cover the employee at its expense through COBRA, until the employee can rejoin the Township Dental and/or Prescription Plan.

**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 the 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 Administrator in charge of the Fire Department after recommendation from the Chief. The leave may be extended for an additional six-(6) months under the same 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 date of death, up to and including the day after the funeral, not to exceed four (4) working days.
- 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, and grandchild.
- C. Reasonable verification of the event may be required by the Township.
- D. In special or unusual circumstances, the Chief or his/her designee may grant time off or additional time off to the employee in his/her 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/her immediate family, as determined 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 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 firefighters 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 employee 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 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 Law of 1974, and the United States.

**ARTICLE XIII**

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

- A. The Township agrees to grant the necessary time off up to five (5) 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.
  
- B. The executive or alternate delegate or duly authorized representative 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.
  
- C. Members holding elected state FMBA positions shall be granted up to two (2) days off to attend monthly state meetings when such meetings take place at a time when such officers are scheduled to be on duty, provided said elected officers give 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 thirteen (13) 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.
  
- B. In the event of death or retirement, the employee, or his/her estate, shall receive his/her earned holiday pay.

**ARTICLE XV**

**VACATION**

- A. Uniformed members of the Fire Department covered by this Agreement shall be entitled to the following annual vacation:

<b><u>Years of Service</u></b>	<b><u>Vacation Leave</u></b>
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 of more	23 working days (24 days effective January 1, 2007)

- B. Seniority in grade within the group shall be the basis for preference on vacation days.
- C. In the event of retirement or death, the employee or his/her estate shall receive his/her earned vacation pay.
- D. The employee's vacation pay shall be in the same amount had he/she worked his/her standard schedule.
- E. Employees shall receive five (5) working days off with pay per annum, in addition to the other vacation provisions of this Article, at a time approved by the Chief or his/her designee.
- F. The employee may accumulate a maximum of ten (10) vacation days during his/her term of employment.
- G. All unused vacation leave accumulated prior to December 31, 1999 shall be compensated at the 1999 rate of pay.

**ARTICLE XVI**

**HOURS AND OVERTIME**

- A. The hours of employment of 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 ½ ) the regular straight time hourly rate. In construing such overtime, payments shall be made on the following basis:
1. Up to the first 16 minutes of authorized overtime - no pay;
  2. Sixteen (16) through thirty (30) minutes - 30 minutes pay;
  3. 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/she has completed a regularly scheduled tour, he/she shall be paid for all hours worked and shall receive a minimum of three (3) hours worked, or pay in lieu of work, at time and one-half (1 1/2).
- 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 Officers shall be part of the list of those employees on the rotation system for overtime provided they have passed the necessary training as established by the department.
- 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, 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, overtime will be worked by equal rank.
- G. An employee will have the option of overtime paid at time and one-half (1 ½) of base pay or compensatory time off at a rate of time and one-half, 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.

**ARTICLE XVII**

**SALARIES**

A.

	<b><u>3.9%</u></b> <b><u>01/01/04</u></b>	<b><u>3.9%</u></b> <b><u>01/01/05</u></b>	<b><u>3.9%</u></b> <b><u>01/01/06</u></b>	<b><u>4.0%</u></b> <b><u>01/01/07</u></b>
First twelve (12) months of service (probationary)	\$39,887.21	\$41,442.81	\$43,059.08	\$44,781.44
Second twelve (12) months of service	\$47,020.98	\$48,854.80	\$50,760.14	\$52,790.55
Third twelve (12) months of service	\$54,154.76	\$56,266.79	\$58,461.20	\$60,799.65
Fourth twelve (12) months of service	\$61,288.53	\$63,678.78	\$66,162.26	\$68,808.75
Thereafter	\$68,422.31	\$71,090.78	\$73,863.32	\$76,817.85

B.

	<b><u>3.9%</u></b> <b><u>01/01/04</u></b>	<b><u>3.9%</u></b> <b><u>01/01/05</u></b>	<b><u>3.9%</u></b> <b><u>01/01/06</u></b>	<b><u>4.0%</u></b> <b><u>01/01/07</u></b>
Captain	\$77,062.63	\$80,068.07	\$83,190.73	\$ 86,518.36
Fire Signal System Superintendent	\$83,139.74	\$86,382.19	\$89,751.10	\$ 93,341.14
Asst. Fire Signal System Superintendent UFD	\$75,777.39	\$78,732.71	\$81,803.28	\$ 85,075.41
Fire Signal Repairer	\$64,246.57	\$66,752.18	\$69,355.52	\$ 72,129.74
Battalion Chief	\$84,420.83	\$87,713.24	\$91,134.06	\$ 94,779.42
Deputy Chief	\$91,774.87	\$95,354.09	\$99,072.90	\$103,035.82
Fire Prevention Sub-Code Official	\$ 8,585.00	\$ 8,585.00	\$ 8,585.00	\$ 8,585.00

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 an increased stipend of \$425 for an annual stipend of \$1,750, while assigned to the Fire Prevention Bureau plus the sum of \$750 as

described in section 1. 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 \$3,000.00 per year.
- C. Wages shall be paid every two (2) weeks.
  - D. An employee trained in Haz-mat Awareness shall receive a stipend of \$100.00 per year. An employee trained in Haz-mat Level I shall receive an additional stipend of \$100.00 per year to be paid during the second (2<sup>nd</sup>) month of each year.
  - E. Effective January 1, 2005 any member having a New Jersey EMT Certification will receive a \$250.00 stipend. The stipend shall be received during the second (2<sup>nd</sup>) month of each year and will be prorated by months worked.
  - F. Effective January 1, 2005 all first responders shall receive \$150.00 stipend. Effective January 1, 2006 this stipend will increase to \$300.00. The stipend shall be received during the second (2<sup>nd</sup>) month of each year and will be prorated by months worked.

**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**

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

<b><u>Completed Years of Continuous And Uninterrupted Service</u></b>	<b><u>% of Salary</u></b>
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/her designee.
- B. Each employee shall receive a clothing maintenance allowance at the rate of three hundred and seventy-five (\$375.00) 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.

**ARTICLE XXI**

**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 are provided by State Law.

## **ARTICLE XXII**

### **TERMINAL LEAVE AND ACCRUED SICK LEAVE PAYMENT**

1. An employee having more than 50 sick days credit may cash in the unused sick days at a rate equal to 1 day's pay plus longevity for every 2 days of accrued unused sick leave based and computed on a 12-hour day at his or her then rate of pay. The employee must notify the Township prior to December 1<sup>st</sup> of the end of the year. The employee shall receive the payment in January of the subsequent year.

An employee, who retires having attained both age and years of service, upon retirement shall be eligible to receive 1 day's pay at his/her then rate of pay for each sick day accrued to a maximum of 100 days.

2. Employees who have 20 or more years of service of employment in Millburn as of January 1, 1997 shall have the option to elect to have the above program apply, or to have the existing provisions of terminal leave payment for accrued sick leave to remain unchanged. This option shall be exercised in writing within 30 days of the date that agreement is reached and binding upon the parties for a new contract between Local 32 and Millburn.

Anything to the contrary notwithstanding above, those employees who do not opt into the revised terminal leave payments for accrued sick leave which program is set forth in paragraph 1 above, shall for the rest of their time that they are employed by Millburn, be covered by the existing provisions of Article XXII.

Those employees who elect to be covered by the program which is set forth in Paragraph I above, shall be paid for unused sick days as set forth above in the



following amounts.

- (a) For the year **1997**, the number of days equivalent to or as closely equivalent to as possible, the sum of \$12,500 for the year.
  - (b) For the year **1998**, the number of days equivalent to or as closely equivalent to as possible, the sum of \$12,500 for the year.
  - (c) For the year **1999**, the number of days equivalent to or as closely equivalent to as possible, the sum of \$12,500 for the year.
  - (d) For all calendar years after that period of time, the number of days equivalent to or as closely equivalent to as possible, the sum of \$6,000 for each year.
  - (e) If in any year, excess funds become available in the municipal budget for terminal leave payment, these funds will be offered in 10-day increments based on seniority as an optional addition to the sums to be paid each year.
  - (f) Anything to the contrary notwithstanding, no employee with 20 years of service or more prior to January 1, 1997, shall lose or forfeit full payment for all unused sick leave in accordance with Paragraph 1. For instance, if an employee retires under any rules covered by PFRS, or in the event of an employee's death, the employee shall receive payment for 50% of all unused sick leave above 100 days and 100% of all unused sick leave for 100 days or less.
- C. All other employees who have less than 20 years of service prior to January 1, 1997, shall defer the commencement date of the provisions of Paragraph I above until December 31, 1999. Thereafter, the provisions of Paragraph 1 shall apply with a 40-day maximum cash-out per year.
- 1. Anything to the contrary notwithstanding, no employee shall lose or forfeit

full payment of all unused sick leave in accordance with Paragraph 1. For instance, in the event of an employee's death or if an employee retires for disability reasons, the employee or his/her estate shall receive payment for 50% of all unused sick leave above 100 days and 100% of all unused sick leave for 100 days or less.

## ARTICLE XXIII

### SICK LEAVE

#### A. Service Credit for Sick Leave

1. 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/she shall be entitled to an injury leave with full pay, less any amount received from Temporary Disability under the Workman's Compensation Act during the period in which he/she was unable to perform his/her 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

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.

1. 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.
2. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. An employee 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.
2. 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/her 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/her normal duties and that his/her return will not jeopardize the health of other employees.

E. Illness While on Tour of Duty

1. Sick leave shall be charged against an employee's account based on quarter tour of

duty. For purposes of calculating sick leave, a tour of duty shall constitute the hours a member is scheduled to work on any given day.

2. 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/her accumulated sick leave, his/her pay shall be reduced proportionately for every quarter tour of duty that he/she 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 high rank, he/she 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 re-entry 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 F.M.B.A. monthly, or before the 15<sup>th</sup> 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 such 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, 2004 and shall remain in effect to and including December 31, 2007. 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 desire to change or modify this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seals at Millburn, New Jersey, on this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

MILLBURN F.M.B.A. LOCAL 32

TOWNSHIP OF MILLBURN  
ESSEX COUNTY, NEW JERSEY

By:\_\_\_\_\_

By:\_\_\_\_\_

By:\_\_\_\_\_

By:\_\_\_\_\_

