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AGREEMENT
BETWEEN THE
CITY OF MILLVILLE
AND THE
FULL TIME PAID
PROFESSIONAL FIRE FIGHTERS ASSOCIATION
OF THE CITY OF MILLVILLE
(THE COUNTY OF CUMBERLAND, NEW JERSEY)
1992 - 1994

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AGREEMENT

THIS AGREEMENT, made this day of , 1992,
between the CITY OF MILLVILLE, hereinafter referred to as the "CITY",
and the FULL TIME PAID PROFESSIONAL FIRE FIGHTERS ASSOCIATION OF THE
CITY OF MILLVILLE, hereinafter referred to as the "ASSOCIATION";

W I T N E S S E T H :

WHEREAS, the parties have carried on collective bargaining for the
purpose of developing a contract covering wages, hours of work, and
certain other terms and conditions of employment;

NOW, THEREFORE, in consideration of the promises and mutual
agreements herein contained, the parties hereto agree with each other
in respect to the Employees of the City recognized as being represented
by the ASSOCIATION as follows:

ARTICLE ONE

PURPOSE

This Agreement is entered into pursuant to the provisions of
Chapter 303, Laws of 1968, and as amended (N.J.S.A. 34:13A-5.1, etc.)
of the State of New Jersey, to promote and ensure harmonious relations,
cooperation and understanding between the City and the employees; to
prescribe the rights and duties of the City and the employees; to
provide for the resolution of legitimate grievances, all in order that
the public service shall be expedited and effectuated in the best
interests of the people of the City of Millville and its employees and
the City.

It is the intention of the parties that this Agreement be construed in harmony with the Rules and Regulations of the New Jersey Department of Personnel, Chapter 303 of the Laws of 1968, and as amended, the Statutes of the State of New Jersey, the Ordinances of the City of Millville, and the Rules and Regulations of the Fire Department, but no Ordinance of the City or Rules and Regulations of the Department shall amend or alter any agreed upon term of this Contract.

ARTICLE TWO

RECOGNITION

The City recognizes the Association as the sole and exclusive representative of those certain employees of the Fire Department of the City of Millville for the purpose of collective negotiations concerning wages, salaries and other terms and conditions of employment. For the purposes of this Agreement, an employee or employees are those employees as follows:

All uniformed paid full-time fire fighters employed by the City of Millville, but excluding all captains and all volunteer fire fighters, managerial executives, supervisors within the meaning of the Act, craft employees, clerical employees, professional employees, confidential employees, police and all other employees.

ARTICLE THREE
MANAGEMENT RIGHTS

The Association and employees recognize that there are certain functions, responsibilities and management rights exclusively reserved to the City. All of the rights, power and authority possessed by the City prior to the signing of this Agreement are retained exclusively by the City. Subject to the terms of this agreement, it is the right of the City through and by the Director of Public Safety and any of his/her designated representatives to determine the standards of service to be offered by its employees; determine the standards of selection of employment; direct its employees, take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operations; determine the amount of overtime to be worked; determine the methods, means and personnel by which its operations are to be conducted; determine the content of work assignments; schedule the hours; take all necessary actions to carry out its mission in emergencies; purchase the service of others, contract or otherwise; exercise complete control and discretion over its organization and the technology of performing its work; and to make reasonable and binding rules and regulations which shall not be inconsistent with this Agreement and State Law.

ARTICLE FOUR
NO-STRIKE PLEDGE

Section 1. The Association covenants and agrees that during the term of this Agreement, neither the Association nor any member or person acting in its behalf will cause, authorize or support any strike (e.g., the concerted failure to report for duty, or willful absence of any employees from their positions, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the City. The Association agrees that such action would constitute a material breach of this Agreement.

Section 2. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.

Section 3. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout, or other job action against the City.

Section 4. Nothing contained in this Agreement shall be construed to limit or restrict the City in its rights 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 Association or its members.

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 three (3) working 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.

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 five (5) days after 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.

Step 3. If no solution can be reached, the Association Representative shall within five (5) 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.

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

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 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 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. 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.

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

ARTICLE SIX

SALARIES

The salaries for all employees covered under this Agreement shall be increased as follows during the term of this Agreement:

January 1, 1992 - two and one-half (2.5%) percent
July 1, 1992 - two and one-half (2.5%) percent
January 1, 1993 - two and one-half (2.5%) percent
July 1, 1993 - two and one-half (2.5%) percent
January , 1994 - two and one-half (2.5%) percent
July 1, 1994 - two and one-half (2.5%) percent

The Salary Schedule with the specific agreed upon salaries is attached hereto as Exhibit "A".

Paid Firefighters currently employed by the City shall reach maximum salary on their anniversary date three (3) years from date of employment. Paid Firefighters employed by the City after January 1, 1992 shall reach maximum salary on their anniversary date five (5) years from date of employment.

ARTICLE SEVEN

LONGEVITY

All Employees covered by this Agreement shall be entitled to and paid longevity payments and adjustments on their anniversary dates as follows:

<u>Years</u>	<u>Percentages</u>
5	2.0
10	3.5
15	4.5
20	5.5
25	6.5

ARTICLE EIGHT

OVERTIME

Section 1

Overtime work performed by Employees in excess of the normal work week shall be paid monthly at a rate equal to one and one-half the normal hourly rate, or, at the option of the Employee, compensatory time at the rate of one and one-half hours, subject, however, to the stipulation that Firefighter's overtime shall be compensated only on hours worked in excess of said Firefighter's normal work schedule. This shall include all courses and/or training that the City directs the Employee to undertake.

Section 2

All voluntary courses, training, and other non-college Firefighting related studies taken with the prior approval of the Fire Chief, shall be reimbursed in the form of compensatory time off on an hour-for-hour class basis, excluding regular shift hours and travel time.

Section 3

In the event an Employee is called to duty when he/she otherwise would have been off duty, he/she shall be compensated in accordance with Section 1 above, and the City guarantees that said Employee shall receive a minimum of four (4) hours pay. The minimum four (4) 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 4

Overtime payments as provided herein shall be paid monthly by means of a separate check on the first payday of each month.

ARTICLE NINE

RETENTION OF BENEFITS

With respect to matters not covered by this Agreement, 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.

ARTICLE TEN

LEGAL AID

In accordance with N.J.S.A. 40A:14-155 and 40A:14-28 whenever an Employee covered by this Agreement is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of Firefighting in the furtherance of his/her official duties, the City shall provide said Employee with the necessary means for the defense of such action or proceeding. In the event that an Employee utilizes counsel other than that supplied by the City, and fees and costs shall be agreed upon by the attorney and the City prior to the attorney performing such services.

The above does not apply for the defense of an Employee in a disciplinary proceeding instituted against him/her by the City or in criminal proceeding instituted as a result of a complaint on behalf of the City. If any such disciplinary or criminal proceeding instituted by or on complaint of the City shall be dismissed or finally determined in favor of the Employee, he/she shall be reimbursed for the expense of his/her defense.

ARTICLE ELEVEN

DISCRIMINATION OR COERCION

There shall be no discrimination, interference, or coercion by the City or any of its agents against the Employees represented by the Association because of membership or activity in the Association. The

Association or any of its agents shall not intimidate or coerce Employees into membership. Neither the City nor the Association shall discriminate against any Employee because of race, creed, color, age, sex, or national origin.

ARTICLE TWELVE

SAVINGS CLAUSE

In the event that any Federal or State Legislation, Governmental Regulation or Court Decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall negotiate concerning any such invalidated provisions.

ARTICLE THIRTEEN

HOLIDAY PAY

Section 1

Each employee shall receive sixteen (16) paid holidays per year, provided however, no Firefighter shall receive pay for a holiday unless he/she shall have worked either his/her scheduled shift immediately prior to said holiday or his/her scheduled shift immediately after said holiday. One of the above holidays shall be the Employee's birthday unless same is on the date of the observed holiday, in which event he/she shall timely designate a date of his/her choice. Holidays which fall within five (5) or more consecutive days of an Employee's

accumulated time, personal days, or vacation days (combination), any one such day shall be forfeited for that holiday.

The holiday pay shall be computed at straight time hourly rate of pay by rank, based upon an eight (8) hour day. Holiday payments shall be made in the first pay period in December of each year.

Section 2.

Holiday pay will be granted to employees terminating their employment. The amount of holiday pay to be granted will be the proportional amount accrued during the year of termination. In the event an employee's termination from employment is caused by his/her death, the accrued holiday pay as aforesaid shall be payable to the employee's estate. In the event an employee dies or otherwise terminates employment and has a greater amount of holiday pay than have accrued to his/her benefit during the year of his/her death or termination of employment, then in such event, the employee's final pay will be reduced by the overpaid holiday pay. All holiday pay accrues in proportion to the number of completed months worked by each employee in any calendar year.

Section 3.

An employee who commences employment during the first fifteen (15) days of a month shall be credited with having worked a full month for the purposes of holiday pay computation. An employee who commences employment on the sixteenth (16) day of the month or thereafter shall not be credited with working said month for the purpose of holiday pay computation.

Section 4.

At the Employee's option, an Employee may elect to take compensatory time off in lieu of and at the same rate as cash payment for his/her holidays, provided, however, that the Employee shall first request such compensatory time off from the Fire Chief who in his/her reasonable discretion, shall schedule the time off so as to least interfere with the efficient operation of the Millville Fire Department.

Section 5.

Employees shall receive their holiday pay in a separate check.

Section 6.

All Employees shall receive three (3) personal days off per year which may be used by said Employee for any reason. One of these days may be used by the Employee to receive his/her wedding day off. Personal days are subject to prior approval as established by policies of the Millville Fire Department so as to not interfere with the operation of said Department. Personal days are not cumulative. New Employees will have personal days pro-rated according to the time served at the rate of one personal day for every four (4) months of service.

Section 7

All Employees shall receive three (3) personal days off in the event of a death in the Employee's immediate family. The immediate family is defined as a spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister, mother-in-law, father-in-law, brother-in-law, sister-in-law, and grandparents. Regarding family members other than those

specified, any authorized days off shall be chargeable as sick days. All days off provided under this Section shall be noncumulative.

This funeral leave shall commence upon notification of death and shall terminate the day following interment. To be eligible for use of any funeral leave days, the Employee must provide evidence of the attendance at the funeral service of the decedent.

Section 8

The holidays referred to in Section 1 of this Article are:

New Year's Day	Independence Day
Martin Luther King	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Easter	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Firefighter's Birthday	Christmas Day

ARTICLE FOURTEEN

HEALTH BENEFIT PROGRAM

Section 1

The City shall provide to Employees covered under this Agreement a Health Benefit Program which is provided for under the City's master group benefits agreements and shall be subject to the same deductible, co-insurance requirements, and other cost containment provisions as currently apply to these coverages. The City's Health Benefit Program currently includes:

1. Medical and surgical health insurance.
2. Major Medical coverage.
3. Prescription insurance coverage.
4. Dental insurance coverage.

Such coverages are provided to all Employees and their eligible dependents or at the Employee's option, he/she may elect to be covered by an HMO or Healthways insurance plan provided any additional premiums are borne solely by the Employee.

The City may, at its option, change any of the existing insurance plans or carriers providing such benefits so long as on-balance comparable benefits are provided to the Employees and their eligible dependents. The City further reserves the right, at its option, to self-insure any of such plans or coverages so long as on-balance comparable benefits are provided to the Employees and their eligible dependents. Prior notice must be made to the Association of any change in the above described benefits.

Employees who can certify other health care coverage through a spouse's employment may elect to opt-out of Health Benefit Program coverages hereunder and receive a payment of \$1,000 per annum pro-rated for the period of time each year that coverage does not apply to the employee. Checks for opting out will be issued on or about December 1st, of each year.

In the event that deductible limits, co-insurance requirements, or other cost containment provisions are negotiated with other employee groups, then in such event, the City can, upon thirty (30) days notice, re-open this agreement for negotiations regarding the benefits provided hereunder.

Section 3

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 coverage, or Worker's Compensation coverage as if 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 Health Benefit Plan coverages, and Worker's Compensation, or any other benefits provided to those injured on duty.

Section 3

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

- (a) maximum of ten (10) 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 ten (10) years);
- (c) when the retired employee becomes eligible for Medicare (age 65).

Employees employed prior to June 15, 1990 who purchase military time according to the provisions of the Police and Fireman's Retirement System of New Jersey or who have service credit for time employed as a

law enforcement employee covered by the Police and Fireman's Retirement System of New Jersey shall be granted an exemption of up to two (2) years from the twenty-five (25) year requirement of service to the City of Millville. Employees employed after June 15, 1990 are not granted this exemption and all such employees employed after June 15, 1990 must have twenty-five (25) years of service in the Fire Department of the City of Millville in order to be eligible for the continuation of coverage provided under this Section 3.

ARTICLE FIFTEEN

VACATIONS

A. Annual vacation leave with pay shall be granted to employees according to the following schedule:

Length of Service	Number of Days
1st year	1 per full month employed
2nd - 9th year	15 annually
10th - 14th year	20 annually
15th - 19th year	25 annually
20+ years	30 annually

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Fire Chief or his/her designee unless the Fire Chief determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

C. Annual Vacation Leave with pay is earned on a pro-rated basis based upon an employee's service with the City. Initial year of hire vacation days must be earned before they can be used. Each year

thereafter each employee shall become entitled to his or her vacation leave as specified in Paragraph A above on January 1st of said year. An employee who leaves City service before end of calendar year shall have his or her vacation leave pro-rated based upon time earned. An employee shall reimburse the City for paid vacation leave days used in excess of his or her pro-rated entitlement. An employee who leaves City service shall be paid for unused earned vacation leave. An employee who exhausts all paid vacation leave in any one year shall not be credited with additional paid vacation leave until the beginning of the next calendar year. Upon death of employee, unused vacation leave shall be paid to the employee's estate. Vacation leave is not earned during the period of time while employee is on suspension or on leave of absence without pay.

ARTICLE SIXTEEN

SCHOOLING

Section 1

The City shall reimburse all Employees for meals, up to the amounts listed below, tolls while attending Fire schools, and shall reimburse for mileage in accordance with the IRS rate for that year. In lieu of mileage reimbursement for use of the Employee's vehicle, the City may, at its option, supply a safe City vehicle for Employee's use in such instances as may be required by this Article.

Meal Allowance:

1992	\$5.75
1993	\$6.00
1994	\$6.00

Section 2

The Chief of the Fire Department shall post notices of all available schools or seminars for all members of the department.

ARTICLE SEVENTEEN

SICK LEAVE AND INJURY LEAVE

(A) SICK LEAVE

Section 1. Service Credit for Sick Leave.

A. All employees shall be entitled to sick leave with pay as specified hereunder.

B. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position, exposure to contagious disease, a short period of emergency attendance upon a member of his/her immediate family seriously ill and requiring the presence of such employee. For the purpose of these rules, "member of the immediate family" is interpreted as meaning, father, mother, husband, wife, child, sister, brother or other near relative residing in the employee's residence.

Section 2. Amount of Sick Leave.

A. The minimum sick leave with pay shall accrue to a 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 at the beginning of each calendar year in anticipation of continued employment.

B. 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. (i) Employees shall receive compensation for accrued unused sick days upon retirement at the rate of seventy (70%) percent of the total accrued unused sick days up to a maximum payment of Twelve Thousand (\$12,000.00) Dollars.;

(ii) "Retirement," for purposes of this Article, shall mean the termination of the employee's active service with a retirement allowance granted and paid under the provisions of the Act creating the Police and Fireman's Retirement System of New Jersey.

(iii) Any member of the bargaining unit who files his/her retirement papers, or who resigns from employment with the City of Millville Fire Department shall be paid for all accumulated compensatory time.

Any sum so due under this Section 3(c), part (i), (ii), and (iii), shall upon the death of a unit member, be paid to a designee named by the unit member, or to his/her Estate if no designee has been named.

D. An employee who terminates employment before the end of the calendar year shall reimburse the City for paid working days in excess of his or her prorated and accumulated sick leave entitlements.

Section 3. Reporting of Absence on Sick Leave.

A. If an employee is absent for reasons that entitle him/her to sick leave, he/she shall make an immediate report to the Fire Chief or his/her designee. If unable to report, a relative or other responsible person shall notify the Fire Chief or his/her designee of all pertinent facts, either in person or by telephone. These reporting requirements may be modified or changed from time-to-time by an order or directive of the Fire Chief. The latest order or directive of the Fire Chief shall be the controlling procedure.

B. Employees, when sick or injured, shall be responsible for notifying their supervisors as to their places of confinement or any subsequent change in their places of confinement.

C. Employees taken sick or injured on duty shall report the facts to the Fire Chief and shall remain on duty until relieved, unless excused by the Fire Chief. The only exception to this rule would be where the sickness or injury is disabling to the point of preventing compliance.

D. Employees who absent themselves in an improper manner shall be subject to disciplinary action being preferred against them in accordance with Departmental Regulations.

E. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

Section 4. Verification of Sick Leave.

A. An employee who shall be absent on sick leave for five (5) or more consecutive working days or totalling more than fifteen (15) days in one calendar year, may be required to submit acceptable medical evidence substantiating the illness from a physician acceptable to the City.

The City may also require a physician's certificate for illnesses whenever such requirement seems reasonable and further may adopt such other sick leave verification procedures as it may deem appropriate.

Furthermore, the City may require an employee to be examined by a City-designated physician at the expense of the City.

B. In case of a leave of absence due to exposure to contagious disease, a Certificate from the Department of Health may be required prior to the employee's return to work. Any cost incurred for such certification shall be borne by the City.

C. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to work, to be examined, at the expense of the City, by a physician designated by the City. The sole purpose of such examination shall be to establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health or safety of other employees.

(B) INJURY LEAVE

If an Employee is incapacitated and unable to work because of an injury sustained in the performance of his/her duties, as evidenced by a Certificate of a City-designated physician or other doctor acceptable to the City, he/she shall be granted, in addition to his/her annual sick leave with pay or any accumulations thereof, leave of absence with pay for a period of three hundred sixty five (365) days or so much thereof as may be required, as evidenced by Certificate of a City-designated or accepted physician, but not longer than a period of which worker's compensation payments are allowed.

If at the end of such three hundred sixty five (365) day period the Employee is unable to return to duty, a Certificate from the City-designated or accepted physician shall be presented, certifying to this fact, and the Employee may elect, if he or she so desires, to use all or any part of the sick leave accumulated to supplement compensation payments so that the combined compensation payments and sick leave and allowance will approximate the Employee's regular wage or salary payment.

During the period in which the full salary or wages of any Employee on disability leave is paid by the City of Millville, any compensation payments made to or received by or on behalf of such Employee shall be deducted from the amount carried on the payroll for such Employee or shall be assigned to the City of Millville by the insurance carrier or the Employee.

Whenever the City-designated physician or physician acceptable to the City shall report in writing that the Employee is fit for duty, such disability leave shall terminate and such Employee shall forthwith report for duty.

Furthermore, if an Employee, during the period of his/her disability is fit to perform "other" light duties, the City may, at its discretion, allow or require such Employee to perform these light duties. The Employee's ability to perform such light duties shall be determined by a City-designated physician or other physician acceptable to the City.

Employees on job-related disability leave and authorized to return from said leave on light duty are required to report same to the Fire Chief.

Any Employee on injury leave resulting from injury while on duty shall continue to accrue sick leave credits while he remains on the payroll.

ARTICLE EIGHTEEN

CLOTHING ALLOWANCE AND MAINTENANCE

Section 1

All clothing allowance and maintenance allowance hereinafter set forth shall be the annual amount and shall accrue to the credit of each employee on a pro-rated basis based upon amount of time worked during a calendar year. The clothing allowance shall be paid in two equal

installments on January 15th and July 15th. The clothing maintenance allowance shall be paid in one installment on July 1st.

Section 2

The paid fire fighters shall receive a clothing allowance of Three Hundred Eighty (\$380.00) Dollars. This allowance shall terminate in the event the City opts to purchase firemen uniforms.

Section 3

All Employees shall receive a clothing maintenance allowance of Three Hundred (\$300.00) Dollars.

ARTICLE NINETEEN

COURT APPEARANCES

Employees shall be compensated for all court appearances when said appearances would be required when an Employee would otherwise be off duty. Said appearance shall be compensated at the following rates for each appearance.

1992 - 1994

Municipal Court	\$25.00
County Court, Grand Jury, Motor Vehicles, ABC, and other required Agency Hearings	\$30.00
Federal Court	\$50.00

For the purposes of this Article, a court appearance shall be defined as attendance at any one court for any one case unless a Firefighter is subpoenaed to attend two or more cases in any one court. However, if the subpoenas are for different times and one or more is

A.M. and one or more is P.M., then each would be considered a separate appearance.

Mileage shall be reimbursed by the City in accordance with the provisions of Article Sixteen, Section 1, for any required Court appearance outside of Cumberland County.

ARTICLE TWENTY
ASSOCIATION RIGHTS

The City agrees to grant time off with pay to the duly authorized representatives of the FMBA to attend any State or National Convention of such organization. A certificate of attendance to the State or National Convention shall be submitted by the representative so attending. The time off granted shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the Convention.

ARTICLE TWENTY-ONE
MISCELLANEOUS

Section 1

All personal items of Employees covered herein that are damaged, destroyed or lost through active performance of duties, which are not covered by insurance, shall be replaced by the City, subject to Employee submitting a report for said claim, together with a voucher, subject to a maximum reimbursement of Two Hundred (\$200.00) Dollars per item. Mislaid or misplaced items are not covered by this Section.

Section 2

Inoculation shots will be made available to all Employees covered herein at the Emergency Room of Millville Hospital, as required.

Section 3

(a) In consultation with the Association, the City may institute a reasonable drug and alcohol testing policy.

(b) In the event it is determined that an Employee has a drug or alcohol related problem, said employee shall undergo such counseling and/or therapy as the City deems necessary.

(c) The cost of such counseling and/or therapy shall be borne by the City.

(d) Should such counseling and/or therapy require release time from work, the Employee shall suffer no loss of pay.

(e) In the event that a drug or alcohol related problem should re-occur in an Employee who has successfully completed counseling and/or therapy for a similar previous problem, said Employee shall be dismissed.

ARTICLE TWENTY-TWO

DURATION

This Agreement shall be effective as of January 1, 1992 and shall terminate on December 31, 1994. If either party desires to change this Agreement prior to the expiration of said Agreement, it shall notify the other party in writing at least sixty (60) days prior to the expiration of this Agreement of the proposed change. If notice is not given as

herein stated, this Agreement shall automatically be renewed for the next successive year. All benefits acquired hereunder and not paid prior thereto shall be retroactive to January 1, 1992.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 30th day of June, 1992.

Attest:

CITY OF MILLVILLE

Lewis N. Thompson
Lewis N. Thompson, City Clerk

By: James Parent
James Parent, Mayor

PROFESSIONAL FIREFIGHTERS ASSOCIATION
OF THE CITY OF MILLVILLE

Attest:

Charles J. Lupurmar

By: Paul A. [Signature]

(A:FIRE.AG)
(6-23-92:adr)

Exhibit "A"

Salary Schedule
for
Current Employees

<u>Current</u>	<u>1/1/92</u>	<u>7/1/92</u>	<u>1/1/93</u>	<u>7/1/93</u>	<u>1/1/94</u>	<u>7/1/94</u>
17,442	17,878	18,325	18,783	19,253	19,734	20,227
22,840	23,411	23,996	24,596	25,211	25,841	26,487
28,532	29,245	29,976	30,725	31,493	32,280	33,087
33,634	34,475	35,337	36,220	37,126	38,054	39,005

Salary Schedule
for
New Employees Hired After January 1, 1992

<u>1/1/92</u>	<u>7/1/92</u>	<u>1/1/93</u>	<u>7/1/93</u>	<u>1/1/94</u>	<u>7/1/94</u>
17,878	18,325	18,783	19,253	19,734	20,227
22,027	22,578	23,142	23,721	24,314	24,922
26,176	26,831	27,501	28,189	28,894	29,617
30,325	31,084	31,860	32,657	33,474	34,312
34,475	35,337	36,220	37,126	38,054	39,005