

AGREEMENT

BETWEEN THE

CITY OF MILLVILLE

AND THE

MILLVILLE POLICE SUPERVISORS ASSOCIATION

January 1, 2004 through December 31, 2006

Execution Draft

2/25/04

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THIS AGREEMENT, made this day of , 2004, between the **CITY OF MILLVILLE**, hereinafter referred to as "Employer" and the **MILLVILLE POLICE SUPERVISORS ASSOCIATION**, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and certain other 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 employer recognized as being represented by the Association as follows:

ARTICLE I

RECOGNITION

In accordance with Public Employment Relations Commission Certification under Docket No. RO-93-33, the employer hereby recognizes the aforementioned Association as the exclusive representative for all its Lieutenants, Sergeants, and the Captain of Police.

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ARTICLE II

MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States of America, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City government and its properties and facilities and the activities of its employees; and
2. 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 Employer, 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 hereof, and then only in the event they are in conformance with the Constitution and Laws of the State of New Jersey and the United States of America.

C. The failure to exercise any of the foregoing rights, or any other management rights, shall not be deemed to be a waiver thereof.

ARTICLE III

NO STRIKE

There shall be no strikes, work stoppages or slowdowns of any kind during the life of this Agreement. No officer or representative of the Association shall authorize, institute or condone any such activity. The Employer shall have the right to take disciplinary action, including discharge, against any officer participating in a violation of the provisions of this Article.

ARTICLE IV

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

An employee with a grievance shall first discuss it with the Chief of Police or his designee in accordance with the normal chain of command either directly or through the Association's designated representative for the purpose of resolving the matter informally.

Step 2

If the aggrieved party is not satisfied with the disposition of his grievance at Step 1 or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 1, he may file a

formal written grievance with the Chief of Police. A meeting on the written grievance shall be held within three (3) working days of the filing of the written grievance between the Chief of Police, the aggrieved party and the Association's designated representative. A decision thereon shall be rendered in writing by the Chief of Police within three (3) working days after the holding of such meeting.

Step 3

If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 2, he may file a formal written grievance with the Director of Public Safety. A meeting on the written grievance shall be held within three (3) working days of the filing of the written grievance between the Director of Public Safety, the aggrieved party and the Association's designated representative. A decision thereon shall be rendered in writing by the Director of Public Safety within three (3) working days after the holding of such meeting.

Step 4

If the aggrieved party is not satisfied with the disposition of the grievance at Step 3, or if no written decision has been rendered within five (5) working days after the presentation of the grievance at Step 3, the matter may be referred by the Association through its designated representative to the Public Employment Relations Commission (PERC) for arbitration.

The Arbitrator shall be chosen in accordance with the rules and regulations of PERC.

The Association rather than the individual shall be the moving party invoking arbitration.

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The Association shall submit simultaneously to the City, copies of all paperwork submitted to PERC.

The fees and expenses of the Arbitrator shall be split equally by the City and the Association. All other expenses shall be borne solely by the party incurring same.

The decision of the Arbitrator shall be submitted to the grievant/ Association and the City, and shall be binding on the parties.

Section 2.

The time limits specified in the grievance procedure shall be construed as being maximum. However, these may be extended upon mutual agreement between the parties.

Section 3.

A grievance must be presented at Step 1 within one (1) week from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this agreement.

Any employee may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and state its views at all stages of the grievance procedure.

Section 4.

Necessary witnesses shall be excused from their normal work duties to participate in grievance and/or disciplinary hearings and shall suffer no loss in regular pay. Off-duty police officers who are necessary witnesses in a grievance and/or disciplinary hearing during off-duty hours receive a payment equal to the Agency Hearing appearance fee set forth in Article XIX as full payment for attendance at such hearing during off-duty hours.

Section 5.

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 Chief of Police or his/her designee so as to assure compliance with City policy and/or philosophy.

ARTICLE V

SALARIES

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

January 1, 2004	three and six-tenths (3.6%) percent
January 1, 2005	three and six-tenths (3.6%) percent
January 1, 2006	three and six-tenths (3.6%) percent

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

ARTICLE VI

LONGEVITY

All employees covered by this agreement shall be entitled to and paid longevity payments and adjustments on their anniversary dates as follows for the term of this agreement:

<u>Years of Service</u>	<u>Percentage of Payment</u>
5	2.75%
10	4.25%
15	5.25%
20	6.25%
25	7.25%

The twenty-five (25) year longevity payment is to become effective upon the commencement of the employee's twenty-fifth (25th) year of service.

ARTICLE VII

WORK WEEK AND OVERTIME

Section 1

The work week schedule for Police Officers is currently 2080 hours annually or forty (40) hours per week. Employees currently work eight (8) hour shifts. The schedule of shifts, work weeks and their duration shall be determined by the City depending upon its determination of public safety needs and

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requirements and to promote the effective and efficient operation of its Police Department function.

Employees will be given as much advance notice as possible of permanent or temporary shift changes which affect them.

Section 2.

Overtime for the purposes of this contract is defined as time worked by employees in excess of their normal regularly scheduled work hours.

Overtime hours worked shall be calculated weekly and overtime hours 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 for all hours worked in excess of the normal regularly scheduled hours during the seven day period. Sick leave hours and compensatory time taken off do not count as time worked for overtime purposes. Overtime shall include all courses and/or training that the City directs the employee to undertake. The overtime rate of pay shall be determined by dividing the Officers Annual Base Wage Rate by 2080.

Further, the parties agree as follows:

- (1) With respect to DWI grant, seat belt grant, and block grant, the officer shall be entitled to the hourly rate allowed for in the respective grant or grants without regard to their regular hourly rate or their regular overtime rate.
- (2) With respect to the rate of compensation for outside contractors such as the Millville Board of Education or private companies, the officer shall be entitled to the hourly rate set forth in

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the Ordinance adopted by the City of Millville for contracted off-duty employment with regard to their regular hourly rate or their regular overtime rate.

- (3) Hours worked under subsections (a) and (b) above shall not count as hours worked in excess of an employee's normal regularly scheduled work hours for the purpose of computing overtime with the City.

Section 3.

All courses and training and other non-college police related studies with the approval of the Chief of Police, shall be compensated, at the discretion of the employee, as listed below:

- (1) Monthly overtime payment at a rate equal to one and one-half the employee's normal hourly rate.
- (2) Compensatory time off at a rate of one and one-half the time accrued while attending the said course, training or police related studies.

The above said compensation shall be tabulated on a class or training hour basis. Regular working hours and travel time shall be excluded from said tabulation.

Section 4.

In the event an employee is called to duty when he is otherwise considered to have been off duty, he shall be paid overtime pay for all hours worked, and the Employer guarantees that said employee shall receive a minimum of four (4) hours pay (six hours as computed at the premium rate herein provided). The minimum guarantee does not apply to an early call in proceeding with the regular scheduled shift when said

employee continues to work into said shift or to a hold-over after a regularly scheduled shift.

Section 5.

An employee who has earned overtime shall normally receive payment in cash monthly by means of a separate check on the first pay day of each month. The employer reserves the right, at its discretion, to make payment for overtime in cash or compensatory time in accordance with the provisions of the Fair Labor Standards Act.

Section 6

At the election of the employee, compensatory time off shall be allowed for overtime hours worked and said time off shall be computed at one and one-half times for each hour worked. Compensatory time shall be scheduled by the Chief of Police, or his designee, who in his reasonable discretion, shall schedule the time so as to least interfere with the efficient operation of the Police Bureau. Compensatory time shall be applicable and available to an employee as a result of call-in provision, Article VII - Overtime, Section 4.

ARTICLE VIII

RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which the employees shall have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Employer during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

The provisions of all municipal ordinances and the resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length. It is understood that the provisions of this Article are subject to the provision of the State Laws concerning Referenda.

ARTICLE IX

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 Police powers in the furtherance of his official duties, the Employer 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 Employer, fees and costs shall be agreed upon by the attorney

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and the Employer 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 by the Employer or in criminal proceeding instituted as a result of a complaint on behalf of the Employer. If any such disciplinary or criminal proceeding instituted by or on complaint of the Employer shall be dismissed or finally determined in favor of the Employee, he shall be reimbursed for the expense of his defense.

ARTICLE X

DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Employer 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 Employer nor the Association shall discriminate against any employee because of race, creed, color, age, sex, or national origin.

ARTICLE XI

SAVINGS CLAUSE

In the event that any Federal or State Legislation, government regulation or court decisions 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 invalidated provisions.

ARTICLE XII

HOLIDAYS

Section 1. Effective January 1, 2004, the Association and the City have agreed to discontinue the existing practices pertaining to the cash payment for sixteen (16) holidays previously afforded to bargaining unit members in exchange for a permanent adjustment into each employee's base salary.

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Section 2.

All employees shall receive three personal days off which may be used by said employee for any reason.

Section 3.

One additional personal day shall be provided each employee who has not had a chargeable accident during the contract year. Said additional personal day shall not be cumulative. This additional personal day may be used from January 1 until December 31 of the year following the accident free year, subject to prior approval of the Chief of Police so as not to interfere with the operation of the Police Bureau.

Section 4.

All employees of the bargaining unit shall receive three (3) bereavement days leave in the event of a death in the employee's immediate family. The immediate family is defined as spouse, son, step-son, daughter, step-daughter, father, father-in-law, step-father, mother, mother-in-law, step-mother, brother, step-brother, sister, step-sister and other close relatives residing with the employee, provided the employee has filed written notice with the personnel office prior to the event of death. One (1) bereavement day off shall be afforded in the event of the death of an employee's grandparent. 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 non-cumulative.

This bereavement leave shall commence upon notification of death and shall terminate the day following interment. To be eligible for use of any bereavement leave days, the employee must attend the

funeral service unless extraordinary circumstances exist which prohibit the employee's attendance.

ARTICLE XIII

MEDICAL AND DENTAL BENEFITS

Section 1.

The Employer shall continue to provide full medical and hospitalization coverage for all members of the bargaining unit, in accordance with the coverages currently in effect under the City of Millville IDA Self Insured Hospitalization Plan, which provides coverage comparable to the New Jersey Blue Cross and Blue Shield PACE coverages, which were in effect prior to implementation of the City's self-insured plan, or at the employee's option, an HMO plan of equal coverage. In addition, the City shall pay 100% of the premium cost for said member's dependent in the City of Millville IDA Self Insured Hospitalization Plan. Further, an employee may elect to have coverage for himself/herself and his/her dependents through HMO coverage. In the event the cost of the HMO coverage is greater than the cost of the City self-insured plan, the employee shall pay the difference to the City. The City of Millville Self Insurance Plan provides for the following:

- A. A Major Medical Deductible of \$200 for individuals
A Major Medical Deductible of \$400 for a family
- B. Mandatory Second Surgical Opinion
- C. Pre-Admission Review
- D. Beginning January 1, 1998, the basic IDA Self Insured Hospitalization Plan shall include mammograms, pap smears, prostate examinations and needles and syringes for diabetics.

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The Employer may, at its option, change any of the existing insurance plans or carriers providing such benefits so long as the change in carriers has no appreciable effect on the level of benefits which are provided to the employees and their dependents. The Employer further reserves the right, at its option, to self-insure any of the such plans or coverages so long as the change to self-insurance has no appreciable effect on the level of benefits which are provided to the employees and their dependents.

Section 2.

Prescription Plan. All employees shall be covered by the Prescription Plan presently in force for all City employees which is a Ten (\$10.00) Dollar Co-Pay for Name Brand Drugs and Zero (\$0) Co-Pay for Generic Drug Prescriptions.

Optical Plan. The Employer shall provide the Spectra Vision Plan Program for the employee and his/her eligible dependents. The Employee reserves the right to substitute an optical plan with comparable or greater benefits.

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 or worker's compensation coverage in the normal course of duty.

Section 4.

The Employer shall provide dental insurance under the Horizon/Blue Cross/Blue Shield of New Jersey Plan for all members of the bargaining unit and their dependents or comparable coverage from

another provider. Said dental program shall provide coverage for orthodontia care for employees and their eligible dependents.

Section 5.

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 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 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 eligible 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.

In the event a retired employee's receipt of health care benefits terminates under the terms of this Agreement, then in such event, the retired employee may elect to enroll at his/her own expense in the City's

then health care benefit coverage plan until the employee is eligible for Medicare Benefits. After the employee is eligible for Medicare Benefits, the employee can continue to enroll at his/her own expense in the City's then health care benefit coverage plan which shall be secondary coverage to Medicare Benefits. During any time that a retired employee is enrolled in the City's health benefit plan, the employee shall pay the cost of the coverages together with an additional five (5%) percent administration fee to the City. The administration fee is based upon five (5%) percent of the monthly premiums and shall be paid with each payment to the City. In the event the employee fails to make all required payments to the City in accordance with payment procedures determined by the City, the City is authorized to terminate the health benefit coverages.

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 with of the City of Millville in order to be eligible for the continuation of coverage provided under this Section 5.

Section 6.

Employees who can certify other health care coverage through a spouse's employment may elect to opt-out of coverage and receive a payment of One Thousand (\$1,000.00) Dollars 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 the designated covered spouse dies, terminates employment, or should the marriage be dissolved by divorce, the non-designated spouse shall once again become covered and the One Thousand (\$1,000) Dollar payment shall be prorated.

Any employee who has elected to opt-out of coverage, may re-enroll in the health care plan by giving the City thirty (30) days prior written notice of his/her desire to re-enroll in the plan. The payment on One Thousand (\$1,000) Dollars shall be prorated for the period the employee was not covered by the City Plan.

Section 7.

Effective January 1, 2005, increases in premiums for health insurance premiums for all coverage except for individual single person coverage shall be shared by the City and Employee on a 50/50 basis subject to a maximum contribution by each employee of \$50.00 per month. The base premium cost shall be the current cost for coverage for 2004. In the event the increase in premiums is greater than \$100 per month in any one year, then the City shall have the right to reopen negotiations regarding the health benefits provided by the City.

ARTICLE XIV

VACATIONS

Vacations shall be scheduled by employees with the approval of the Chief of Police, taking seniority into consideration as to preference in accordance with the following guidelines:

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(a) Ninety (90) days of employment to the completion of nine (9) years = fifteen (15) working days;

(b) Beginning the tenth (10th) year to completion of the fourteenth (14th) year = twenty (20) working days;

(c) Beginning the fifteenth (15th) year to completion of the nineteenth (19th) year = twenty-five (25) working days;

(d) Beginning the twentieth (20th) year to retirement = thirty (30) working days.

Upon termination of employment, vacation leave shall be pro-rotated on the basis of the number of full months employed. Employees who have completed twenty-one (21) years of service, can thereafter elect to accumulate up to a total of three (3) years of vacation entitlement including the current year's entitlement.

ARTICLE XV

SCHOOLING

Section 1.

Each member of the bargaining unit will receive an annual increment of Fourteen (\$14.00) Dollars for each college credit hour earned. Effective January 1, 1990 the maximum earned college credits payable hereunder shall be one hundred twenty (120) credits. This provision shall not apply to those employees currently receiving payment for more than one hundred twenty (120) credits.

All credits earned up to the signing of the 1978 contract should be covered by the "Grandfather Clause," whereby all employees will continue to enjoy all benefits previously agreed to in Article 15, Section 1, of the 1977 Contract except that the above 120 credit hour maximum shall apply.

Upon the present employee reaching the minimum requirement of thirty four (34) credits, that said employee shall not be reimbursed again for college credits until attaining an additional thirty (30) credits.

The courses of study are to include: Political Science, Psychology, Sociology, Criminal Justice (Law Justice), Police Science or any other program approved by LEEP or the City of Millville leading to a degree.

Increments for college credits will be adjusted quarterly on January 1, April 1, July 1, and October 1.

Section 2.

The Employer shall reimburse all employees for meals, tolls, and mileage while attending police schools. Mileage shall be reimbursed in accordance with the IRS rate for that year. In lieu of mileage

reimbursement for use of the employee's vehicle, the Employer may, at its option, supply a safe City vehicle for employee's use in such instances as may be required by this Article.

Section 3.

The Chief of Police shall post notices of all available schools or seminars for all members.

ARTICLE XVI

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 position, exposure to contagious disease, a short period of emergency attendance upon a member of his 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.

1. (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 retirement papers, or who resigns from employment with the City of Millville Police Bureau shall be paid for all accumulated compensatory time.

Any sum so due under this Section 2(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 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 to sick leave, he/she shall make an immediate report to their commanding officer and, if unable to contact their commanding officer, shall report to the desk officer in person or by telephone. If unable to report, a relative or other responsible person shall notify the commanding officer or desk officer 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 Chief of Police. The latest order or directive of the Chief of Police 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 their commander and shall remain on duty until relieved, unless excused by a superior officer. 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 totaling 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 Employer.

The Employer 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 Employer may require an employee to be examined by an Employer-designated physician at the expense of the Employer.

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

ARTICLE XVII

INJURY LEAVE

If an employee is incapacitated and unable to work because of an injury sustained in the performance of his police duties, as evidenced by a Certificate of an Employer-designated physician or other doctor acceptable to the Employer, he shall be granted in addition to his 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 an Employer-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 Employer-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 basic 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 Employer-designated physician or physician acceptable to the Employer 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, an employee during the period of his disability may be assigned a temporary work assignment known as Transitional Duty in accordance with the provisions of the City of Millville Ordinance No. 31-2001.

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

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 XVIII

CLOTHING ALLOWANCE

Section 1.

All members of the bargaining unit shall receive an annual clothing maintenance allowance as follows:

2004	\$550
2005	550
2006	550

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The clothing maintenance allowance shall be paid in one installment on August 15.

Section 2

The Detectives shall receive an annual clothing allowance as follows:

2004	\$750.00
2005	750.00
2006	750.00

The Detective's clothing allowance shall be paid in two equal installments on January 1 and August 15. This clothing allowance shall be paid by the employer upon the employee presenting original receipts evidencing the purchase of clothing.

ARTICLE XIX

COURT APPEARANCES

Employees (including retirees who are called back to testify on an active case) shall be compensated for all court appearances when said appearance would be required when an employee would otherwise be off duty at the following rates:

Municipal Court - for each appearance

<u>2004</u>	<u>2005</u>	<u>2006</u>
\$45.	\$45.	\$45.

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County Court and other required agency hearings - for each appearance

<u>2004</u>	<u>2005</u>	<u>2006</u>
\$50.	\$50.	\$50.

Federal Court - for each appearance

<u>2004</u>	<u>2005</u>	<u>2006</u>
\$50.	\$50.	\$50.

For the purposes of this Article, a court appearance shall be defined as attendance at any one court for any one case unless a police officer is subpoenaed to attend to more than one case in any court for the same time. If a police officer is subpoenaed to attend two or more cases in any one court, however, and 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.

The Employer shall reimburse the employee for mileage in accordance with the provisions of Article XV, Section 2, of this Agreement for any required court appearance outside Cumberland County.

Each member of the bargaining unit shall receive an annual adjustment to his/her salary in the amount of Two Hundred Twenty Five (\$225.00) Dollars effective January 1, 1988. This adjustment is to compensate for off-duty preparation for court appearances. All employees are expected to appear in court with a thorough knowledge of his case and prepared to testify in detail.

The above mentioned court preparation adjustment shall be paid on or about the first or second pay

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period of January of each year.

ARTICLE XX

MISCELLANEOUS

Section 1.

All personal items of employees covered herein that are damaged or destroyed, or lost in the line of duty, which are not covered by insurance, shall be replaced by the City, subject to the employee submitting a report for said claim, together with a voucher, subject to a maximum payment of Three Hundred (\$300.00) Dollars.

Section 2.

Inoculation shots will be made available to all employees covered herein at the City of Millville designated occupational/medical health facility.

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 may be dismissed.

ARTICLE XXI

FAIR LABOR STANDARDS ACT (FLSA)

It is acknowledged that, as of April 15, 1986, the Employer is required to comply with the provisions of the Fair Labor Standards Act and the regulations promulgated thereunder as they relate to certain officers covered by this Agreement. The Employer reserves the right to take appropriate action to ensure such compliance, including, but not limited to:

1. The exercising of any election or option available to it under the Fair Labor Standards Act or regulations;
2. The awarding of compensatory time in lieu of monetary compensation and overtime;
3. Establishing procedures to monitor and control hours worked and overtime;
4. The crediting of any overtime payments made pursuant to this Agreement against any overtime obligation incurred under FLSA;
5. Establishing such rules and regulations as may be necessary to ensure compliance with the provisions of FLSA.

ARTICLE XXII

PRORATION OF BENEFITS

1. Employment. During the first calendar year of employment, proration shall occur only as outlined in other articles of this contract.

2. Termination. Upon termination of employment, vacation leave, sick leave and personal leave shall be prorated on the basis of the number of full months employed. Death or State approved retirement shall not be considered termination and will not result in proration of sick leave and personal leave but will result in proration for vacation leave.

3. Suspensions. All suspensions shall be imposed on a work day basis, as heretofore. During any suspension period in excess of twenty-nine (29) work days, vacation leave and annual clothing maintenance shall be prorated on the basis of the number of thirty (30) work day periods of suspension served.

4. Leave of Absence without Pay. During any leave of absence without pay in excess of twenty-nine (29) work days, vacation leave, sick leave, and annual clothing maintenance allowance shall be prorated on the basis of the number of thirty (30) work day periods of leave taken.

ARTICLE XXIII

DURATION

This Agreement shall be effective as of January 1, 2004 and shall terminate on December 31, 2006. 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 one hundred and twenty (120) 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.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature this _____ day of _____, 2004.

Attest:

CITY OF MILLVILLE

Lewis N. Thompson, City Clerk

By: _____

**MILLVILLE POLICE
SUPERVISORS ASSOCIATION**

By: _____

SCHEDULE "A"
CITY OF MILLVILLE
AND
MILLVILLE POLICE SUPERVISORS ASSOCIATION
WAGE GUIDE

	<u>2004</u>	<u>2005</u>	<u>2006</u>
Sergeant	65,792.73	68,161.27	70,615.07
Det. Sergeant	66,452.59	68,844.88	71,323.29
Lieutenant	72,829.95	75,451.83	78,168.09
Det. Lieutenant	73,489.80	76,135.43	78,876.30
Captain	81,797.64	84,742.35	87,793.07