

**Agreement  
Between  
Board of Fire Commissioners  
Fire District # 1  
Winslow Township, New Jersey  
And  
Camden County Uniformed  
Fire Fighters Association  
International Association of Fire Fighters  
Local 3249  
A.F.L. - C.I.O. - C.L.C.**

March 3, 2008 through December 31, 2011

          SD  
J.P.      VF

**TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>	<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
	Preamble	4
	Purpose	4
1	Recognition	5
2	Non – Discrimination	6
3	Association Rights and Responsibilities	7
4	Management Rights and Responsibilities	9
5	Grievance Procedures	10
6	Maintenance of Operations	13
7	Dues, Deductions and Agency Shop	14
8	Employee Rights and Privileges	16
9	Hours, Overtime and Compensatory Time	17
10	Exchange of Hours of Duty	19
11	Salaries	20
12	Longevity	23
13	Holidays	24
14	Vacations	25
15	Separation, Death and Retirement	26
16	Sick Leave	27
17	Worker's compensation	29
18	Bereavement Leave	31
19	Military Leave	32
20	Convention	32
21	Leave of Absence	33
22	Pensions	34
23	Job Description and Duties	35
24	Clothing Allowance	36
25	Travel Expenses	38
26	Hospitalization and Medical Benefits	39
27	Communicable Diseases	41
28	Safety Clause	42
29	Promotions	43
30	Bulletin Board	44
31	Service Records	45
32	Printing and Supplying Agreement	46
33	Statutory and Legal Rights	47
34	Separability and Savings	48
35	Maintenance of Benefits	49
36	Family Medical Leave Act	50

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L.P.

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37	Jury Duty	51
38	Acting Out of Title	52
39	Emergency Leave	53
40	Fully Bargained Agreement	54
41	Superseding Clause	55
42	New Jersey State Disability Benefits Program	56
43	Spousal Maternity Leave	57
44	Labor Management Committee	58
45	Mandatory Continuing Education Classes	59
46	Station Conditions, Sanitation and Upkeep	60
47	Firefighter Safety and Health	61
48	Duration, Term and Renewal	62





**ARTICLE II**

**NON-DISCRIMINATION**

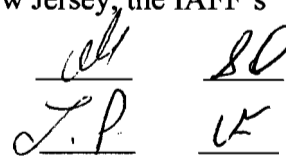
- A.** The Board and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.
  
- B.** The Board and the Association agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Board or the Association against any employee because of the employees' membership or non-membership or activity or non-activity in the Association.

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J.P.

**ARTICLE III**

**ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. Officials representatives of the Association, pursuant to State Law, will be granted administrative leave with pay in accordance with the provisions of N.J.S.A. 40A: 14 - 177.
- B. A maximum of two (2) authorized association representatives shall be excused without loss of pay from their normal duties to participate in negotiations for the renewal of this Agreement or the executive of a new agreement for this District. Upon the request of the Association President, such representatives will also be reasonably excused without loss of pay for up to four (4) hours to participate in other meetings related to collective bargaining. Such representatives shall attend negotiations, and other meeting sessions, if on duty, in the appropriate uniform and be available for duty in the event the need arises.
- C. Copies of disciplinary charges or other notices relating to disciplinary action shall be furnished to the Association when presented to effected employees. Copies of all disciplinary charges or notices relating to disciplinary action against any member shall be furnished to the Association President or the President's designee.
- D. The Association will be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible insofar as possible for the adherence to the terms of this Agreement by such members.
- E. Whenever an employee is to be questioned and he or she is being considered a "target" for possible disciplinary action, he shall have the right to request a representative of the Association be present at all stages of questioning. If the employee does not ask for a representative, the District may proceed with any and all questioning it deems appropriate. At any time during the questioning, the members may request a representative. If an employee requests and is denied representation at any stage of the questioning, any statements made by the employee or "fruits" derived there from cannot be used against said employee to support disciplinary action.
- F. Authorized representatives of the Association, whose names shall be filed in writing with the Board, or their designee, shall be permitted to visit any fire facility within Winslow Township for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Fire Chief, or such other individuals designated by the Board in writing to perform such task, on condition that such prior approval shall not be unreasonably withheld. The Association representative shall not interfere with the normal conduct of work within the fire facility.
- G. In addition to the foregoing, one (1) employee designated as a Delegate will receive administrative leave without loss of pay up to six (6) days per year to attend monthly meetings of the Professional Firefighters Association of New Jersey, the IAFF's

  
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chartered New Jersey state organization. In order to receive said leave, the Delegate must give the Fire Chief prior written notice and must be scheduled to work on the day and time of the meeting.

**H.** In addition to the foregoing, two (2) union representatives will receive relief from duty with full pay for up to four (4) hours per month for the purpose of attending to contract administration, grievance processing or other union business relating to Winslow Township Fire District Bargaining units on an as needed basis. The member requesting relief must make application to the Fire Chief or his designee as soon as reasonably possible. Such request will not be unreasonably denied. All on duty employees shall attend and participate in the appropriate uniform and be available for duty in the event the need arises.

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L.P.      ✓



**ARTICLE IV**

**MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**A.** The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and the United States, including, but not limiting, the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the District and its properties and facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Board.
2. To make rules and procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of the employees needed for any particular time and to be in sole charge of the quality and quantity of work required.
3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees is recognized.
4. To hire all employees, to promote, transfer, assign or retain employees in positions with the District.
5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good, and just cause according to the law, and subject to the grievance procedure.
6. To lay off employees in the event of lack of work or funds or other conditions where continuation of such work would be inefficient and non-productive, so long as such lack of work or funds is bona fide. If needed, lay offs will be in the reverse order of seniority.

**B.** Pursuant to the laws of the State of New Jersey and of the United States, the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Board, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

                            
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*L.P.*                      *VF*

**ARTICLE V**

**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.
2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the District staff.
3. Nothing herein shall be deemed to deny the employees of their statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny employees their rights to pursue any other statutory or legal remedies in lieu of resorting to the grievance procedure.

**B. Definition**

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of this contractual agreement affecting the terms and conditions of employment, and shall be raised by the Association on behalf of an individual or group of individuals.

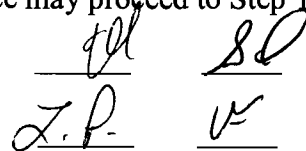
**C. Steps of the Grievance Procedure**

In order to resolve grievances covered by this Agreement between the parties, this procedure shall be followed unless any step is waived by mutual consent:

**Step One:**

An aggrieved employee or employees shall institute action under the provision hereof within fifteen (15) calendar days of the occurrence of the event giving rise to the grievance. Action is instituted by filing a grievance with the Association Grievance Committee. Failure to act within said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.

Within Fifteen (15) calendar days after the grievance has been filed and before an effort is made to settle the matter, the Association Grievance Committee shall screen and study the grievance to determine whether it has or lacks merit. Such processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the Association. Upon finding of merit or non-merit, the Association Grievance Committee shall present written confirmation of such determination to the Fire Chief with request that the Fire Chief, investigate and resolve same, if required. If the resolution of the grievance has not been reached within ten (10) working days of the submission to the Fire Chief, the grievance may proceed to Step Two.

  
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Z.P.      V

**Step Two:**

1. In the event a satisfactory settlement has not been reached at Step One, the Association may, within ten (10) calendar days of the Fire Chief<sup>2</sup> or his designee's decision, file a written grievance with the Board. This presentation shall include copies of all previous correspondence relating to the matter in dispute.

The Board or its designee shall review the decision of the Fire Chief, and, within twenty (20) calendar days from receipt of the grievance, make a written determination.

**Step Three:**

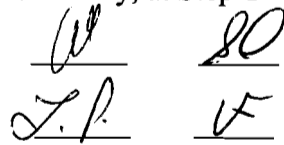
1. In the event the grievance has not been resolved in Step Two the Association may, within thirty (30) calendar days of the Boards' decision, request arbitration. The arbitrator shall be chosen in accordance with the rules of Public Employment Relations Commission (PERC).
2. However no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Board. In the event that the aggrieved elects to pursue other remedies, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Association shall pay whatever costs it may incur in processing the case to arbitration.

**D. Arbitration**

1. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to them involved in the grievance. In formulating their decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable. The arbitrator shall not have the authority to add to, modify, subtract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
2. The costs for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring the same.
3. The arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) days after the conclusion of the arbitrator hearing unless agreed to otherwise by the parties.

**E. Group Grievance**

1. Which shall be defined as those affecting "substantially" all of the members of the Association shall be filed by the Association and the Association only, at Step Two.

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2. Nothing herein shall prevent the parties from mutually agreeing to extend or shorten the time limits for processing the grievance at any step in the grievance procedure.
3. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, any rights and/or claims regarding the grievance shall be deemed to be waived by the Association, unless the Association and Fire District mutually agree to extend the time limitation for filing of the grievance
4. If any grievance is not processed to the next succeeding Step in the grievance procedure with the time limits prescribed there under, then the disposition of the grievance at the last Step shall be deemed conclusive.



                
J.A.





**ARTICLE VII**

**DUES, DEDUCTIONS, AND AGENCY SHOP**

- A.** The Board agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, and N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- B.** A check-off shall commence for each employee that signs a properly dated authorization card, supplied by the Association and verified by Fire Chief or designee during the month following the filing of such card with the Board.
- C.** If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Board written notice thirty (30) days prior to the effective date of such change and shall furnish the Board either new authorizations from its members showing the authorized deductions of each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.
- D.** The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Board Secretary or designee.
- E.** Any such written authorization may only be withdrawn between the period of the 1st of April and the 30th of June by filing a withdrawal notice with the Fire Chief or designee. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.
- F.** The Board agrees to deduct the fair share fee from the earnings of those employees who elect not to become a member of the Association and transmit the fee to the majority representative.
  - 1. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
  - 2. The fair share fee for services rendered by the Association shall be in the amount equal to the regular membership dues, initiation fees and assessments of the Association, less the costs of benefits financed through the dues and available only to the members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

  
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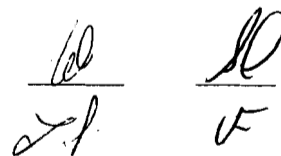
  
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3. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances and wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Board.

4. Prior to January 1st and July 31st of each year, the Association, if there is a change in the cost of membership, shall provide advance written notice to the Board and any non-member of such increase. Upon written request, any information necessary to compute or validate the fair share fee for services enumerated above will be forwarded to the Board or employee requesting same.

5. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Board or require the Board to take any action other than to hold the fee in escrow pending resolution of the appeal.

**G.** The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Board, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

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**ARTICLE VIII**

**EMPLOYEE RIGHTS AND PRIVILEGES**

- A.** Nothing contained herein shall be construed to deny or restrict any employee such rights as they may have under New Jersey laws or other applicable laws and regulations, the rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
  
- B.** No employee shall be disciplined, reduced in rank or compensation without just cause. Any such action asserted by the Board or any agent or representative thereof shall not be made public and shall be subject to the grievance procedure herein set forth.
  
- C.** Any employee whose action may give rise to criminal charges by the Board or any agent or representative thereof, shall be advised prior to any hearing or meeting with any agent or agents of the Board or Department. The affected employee shall be afforded all rights pursuant to U.S.S.C. decisions under Weingarten. No statement shall be given without first advising the affected employee of the matter or matters for which they are under investigation. The employee shall have full access to counsel during any investigation that may have criminal implications against the employee.
  
- D.** All written rules and regulations shall be provided to the employees immediately upon promulgation.

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J.P.      VF



**ARTICLE IX**

**HOURS, OVERTIME, and COMPENSATORY TIME**

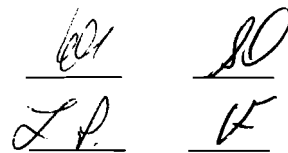
- A. Hours shall consist of a twenty-eight (28) day work cycle as permitted and consistent with Title 29, sec. 207(k).
- B. A sixty (60) minute meal period, except in extended emergencies, shall be included within each tour of duty. Employees shall remain available for immediate response to emergency calls during meal periods.
  - 1. Except in emergencies, all effected employees must be given written notification fourteen (14) calendar days in advance of any change of an employee's work schedule.
- C. Overtime will be compensated at the rate of time and one half (1 ½) paid in accordance with Title 29, sec. 207(k) within a twenty-eight day work period in accordance with the Fair Labor Standards Act requirements for public agencies engaged in fire protection services.
- D. Employees will receive time and one half overtime or compensatory time, at their option, whenever working in excess of their regularly scheduled work period.
- E. When an employee is recalled for duty, he or she shall be entitled to compensatory or overtime pay at his or her overtime rate for all time worked so long as the recall is not contiguous with their regularly scheduled shift. Employees shall be paid in 15 minute increment regardless of whether they work the entire 15 minutes if called back in work in accordance with this paragraph.
- F. Overtime will be distributed as equitably as possible in accordance with the following:

***Fire Officers***

- 1. Fire Officers - Career uniformed employees of equal rank will be offered the opportunity for overtime first.
- 2. Fire Officers of higher rank will be offered overtime next.
- 3. Firefighters with proper qualifications will be offered overtime next.
- 4. In the event a career uniformed employee of equal rank, a fire officer of higher rank or a firefighter with proper qualifications does not voluntarily accept overtime, the individual next on a rotation based list kept and maintained by the Chief shall be assigned and must accept overtime..

***Fire Fighters***

- 1. Career uniformed firefighters will be offered overtime on a revolving list.
- 2. Should no staff be available for voluntary overtime, personnel from the volunteer fill in list may be used if meeting all qualifications.

  
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3. In the event that no Career Uniformed Firefighters are available, a Career Fire Officer may be offered overtime. This will be done with lower ranking officers on a revolving list.
  4. In the event no individuals from the career uniformed firefighters, volunteer or career fire officers accept voluntary overtime, the firefighters on a rotation list, which is to be kept and maintained by the Chief shall be assigned and must accept overtime.
- G.** All overtime must be prior approved by the Chief or his authorized designee.
- H.** Compensatory time will be calculated at the rate of pay when earned (regular rate or overtime rate).
- I.** Compensatory time must be used in one calendar year. If compensatory time cannot be used in the stated time period due to departmental needs, and with the Chief's written permission, it will be allowed to carry over into the next year only. A maximum of one hundred and twenty (120) can be carried over. Employee shall receive payment for amounts exceeding the 120 hours.
- J.** All Hands Incidents – Off duty personnel can respond to “All Hands” incidents at the Fire Chief's discretion and be paid as applicable.
- K.** Required Training – when career personnel are not afforded the opportunity to attend monthly (required) department training, they will be allowed to attend the training during one of the night time sessions and be paid as applicable as approved by the Fire Chief or designee.

                
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**ARTICLE X**

**EXCHANGE OF HOURS OF DUTY**

The request for exchange of hours of duty by an employee may be granted by the Fire Chief or his authorized designee, at his discretion, provided such request has been made through chain of command and in conformance with the needs of the District. Such discretion shall not be unreasonably denied. Requests for exchange of hours of duty shall not create overtime.

                
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*L.P.*      *V*

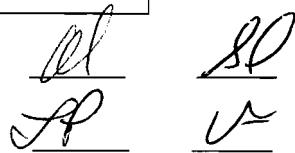
**ARTICLE XI**  
**SALARIES**

A. Salaries for represented employees, shall not be retroactive, and are as follows:

	2008	2009	2010	2011
<b>Firefighter Trainee</b>				
	\$25,000.00	\$26,000.00	\$26,780.00	\$27,583.40

	2008	2009	2010	2011
<b>Firefighter 1</b>				
Step 1	\$32,000.00	\$32,960.00	\$33,948.80	\$34,967.26
2	\$32,320.00	\$33,289.60	\$34,288.28	\$35,316.93
3	\$32,643.20	\$33,622.49	\$34,631.16	\$35,670.09
4	\$32,969.63	\$33,958.71	\$34,977.47	\$36,026.79
5	\$33,299.33	\$34,298.29	\$35,327.23	\$36,387.04
6	\$33,632.32	\$34,641.27	\$35,680.50	\$36,750.91
7	\$33,968.64	\$34,987.69	\$36,037.31	\$37,118.42
8	\$34,308.33	\$35,337.56	\$36,397.68	\$37,489.60
9	\$34,651.41	\$35,690.94	\$36,761.66	\$37,864.50
10	\$34,997.93	\$36,047.85	\$37,129.27	\$38,243.14

	2008	2009	2010	2011
<b>FF EMT</b>				
Step 1	\$35,500.00	\$36,565.00	\$37,661.95	\$38,791.80
2	\$35,855.00	\$36,930.65	\$38,038.57	\$39,179.72
3	\$36,213.55	\$37,299.96	\$38,418.96	\$39,571.52
4	\$36,575.69	\$37,672.96	\$38,803.14	\$39,967.23
5	\$36,941.44	\$38,049.69	\$39,191.18	\$40,366.90
6	\$37,310.86	\$38,430.18	\$39,583.09	\$40,770.57
7	\$37,683.97	\$38,814.48	\$39,978.92	\$41,178.28
8		\$39,202.63		



	\$38,060.80		\$40,378.71	\$41,590.06
9	\$38,441.41	\$39,594.66	\$40,782.50	\$42,005.96
10	\$38,825.83	\$39,990.60	\$41,190.32	\$42,426.02

**FF  
Inspector**

	2008	2009	2010	2011
Step 1	\$38,500.00	\$39,655.00	\$40,844.65	\$42,069.98
2	\$38,885.00	\$40,051.55	\$41,253.10	\$42,490.68
3	\$39,273.85	\$40,452.07	\$41,665.63	\$42,915.59
4	\$39,666.59	\$40,856.59	\$42,082.28	\$43,344.74
5	\$40,063.25	\$41,265.15	\$42,503.11	\$43,778.19
6	\$40,463.89	\$41,677.80	\$42,928.14	\$44,215.97
7	\$40,868.53	\$42,094.58	\$43,357.42	\$44,658.13
8	\$41,277.21	\$42,515.53	\$43,790.99	\$45,104.71
9	\$41,689.98	\$42,940.68	\$44,228.90	\$45,555.76
10	\$42,106.88	\$43,370.09	\$44,671.19	\$46,011.32

**Inspector**

	2008	2009	2010	2011
Step 1	\$40,735.00	\$41,957.05	\$43,215.76	\$44,512.23
2	\$41,142.35	\$42,376.62	\$43,647.92	\$44,957.35
3	\$41,553.77	\$42,800.39	\$44,084.40	\$45,406.93
4	\$41,969.31	\$43,228.39	\$44,525.24	\$45,861.00
5	\$42,389.00	\$43,660.67	\$44,970.49	\$46,319.61
6	\$42,812.89	\$44,097.28	\$45,420.20	\$46,782.80
7	\$43,241.02	\$44,538.25	\$45,874.40	\$47,250.63
8	\$43,673.43	\$44,983.64	\$46,333.14	\$47,723.14
9	\$44,110.17	\$45,433.47	\$46,796.48	\$48,200.37
10	\$44,551.27			

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*LP*

*SD*  
*VF*

		\$45,887.81	\$47,264.44	\$48,682.37
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**Lieutenant**

Employee promoted to lieutenant shall receive an additional \$5000 added to their base firefighter salary.



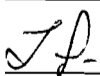
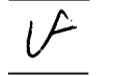
WJ      SD  
LP      VF

**Captain  
Administration**

	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>
Step 1	\$57,937.64	\$59,675.76	\$61,466.03	\$63,310.02
2	\$58,517.01	\$60,272.52	\$62,080.69	\$63,943.12
3	\$59,102.18	\$60,875.24	\$62,701.50	\$64,582.55
4	\$59,693.20	\$61,484.00	\$63,328.51	\$65,228.38
5	\$60,290.13	\$62,098.84	\$63,961.80	\$65,880.66
6	\$60,893.03	\$62,719.82	\$64,601.42	\$66,539.47
7	\$61,501.96	\$63,347.02	\$65,247.43	\$67,204.86
8	\$62,116.97	\$63,980.49	\$65,899.90	\$67,876.91
9	\$62,738.13	\$64,620.30	\$66,558.90	\$68,555.68
10	\$63,365.51	\$65,266.50	\$67,224.48	\$69,241.23

- B. Step increases shall occur on the employee's anniversary hire date. For example, if an employee is hired at Step 1 on April 1, 2008, the employee will not move to Step two until April 1, 2009.
- C. Firefighters (with or without EMT and/or Inspector certificates) who are promoted to a Lieutenant's position shall receive a non-retroactive Five Thousand Dollar (\$5000) increase in salary in the year he or she receives the promotion. The lieutenant shall receive a four percent (4%) increase each year following the promotion.
- D. Employees who fall outside the Step system shall receive a four percent (4%) increase each year of the contract.
- E. Employees will be paid on a weekly basis. The scheduled payday will be Thursday of each week.
- F. Employees not having the NJ EMT-B certification will have one year from their appointment to obtain said certification at the Fire District's expense.
- G. Captains assigned to Administration shall not receive overtime compensation.
- H. Any employee who is seeking a promotional position shall have the following certifications:

EMT-B and Fire Inspector

**ARTICLE XII**  
**LONGEVITY**

A. All bargaining unit employees included into this agreement shall be entitled to longevity payments as follows:

<b>Years of Service</b>	<b>Longevity (%) Of Base Salary</b>
Beginning the 5th - the 9th year of service _____	1% of base salary
Beginning the 10th - the 14th year of service _____	1.5% of base salary
Beginning the 15th - the 19th year of service _____	2% of base salary
Beginning the 20th – and there after _____	2.5% of base salary

B. Said longevity payments shall be added to the employees' annual base salary payable in weekly increments together with said salary, or at the employees option payable in a lump sum on the first pay period in December of the year in which the same is approved such decision shall be communicated to the Fire Chief for the next calendar year on or before the first pay period in December and shall be irrevocable for same calendar year.

                        
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**ARTICLE XIII**

**HOLIDAYS and PERSONAL TIME**

- A.** Firefighters shall be entitled to compensation in lieu of being off on the following holidays:
1. New Years Day
  2. Martin Luther King Day
  3. Lincoln's Birthday
  4. President's Day
  5. Good Friday
  6. Memorial Day
  7. Independence Day
  8. Labor Day
  9. Columbus Day
  10. Veteran's Day
  11. Thanksgiving Day.
  12. Friday after Thanksgiving if Christmas falls on Thursday
  13. Christmas Day
- B.** Compensation, for the purpose of this Article only, shall be \$1500.00 per calendar year. Compensation shall be added to the employees' annual base salary payable in weekly increments together with said salary or at the employees option payable in a lump sum on the first pay period in November of the year in which the same is approved such decision shall be communicated to the Fire Chief for the next calendar year on or before the first pay period in November and shall be irrevocable for same calendar year.
- C.** Should the employee wish to receive compensation time instead of the payment set forth above in paragraph B, they shall receive what is equal to 6 holidays for the year. For example, a 12 hours shift employee shall receive 72 hours each year, and an 8 hour shift employee shall receive 48 hours each year.
- D.** All bargaining unit employees shall be entitled to two (2) paid personal tours off per calendar year that must be used that year or forfeited. Employee must give forty-eight (48) hours prior notice to the Fire Chief and be approved by the Fire Chief or his designee.
- E.** Administrative Captains shall not work on the holidays listed in paragraph A of this Article. Additionally, administrative Captains shall not receive compensation as defined in paragraph B of this Article. The Fire Chief reserves the right to have the Officer work with prior notice on a holiday.

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**ARTICLE XIV**

**VACATIONS**

- A.** Bargaining unit employees shall be entitled to annual vacation leave with pay in accordance with the following schedule:
1. During the first year of employment, employees shall be entitled to ninety six (96) or prorated vacation hours.
  2. From one (1) year to seven (7) years, employees shall be entitled to ninety-six (96) vacation hours.
  3. From eight (8) years to twelve (12) years, employees shall be entitled to one hundred forty four (144) vacation hours.
  4. From thirteen (13) years to service completion, employees shall be entitled to two hundred forty hours (240 hours) vacation.
- B.** The vacation year is January 1st through December 31st.
- C.** Up to one half (1/2) years total earned vacation hours may be carried over into the following year. Any unused portion of the preceding years leave will be paid back to the employee. Employees shall inform the District how many hours of unused vacation time are to be rolled over by November 1 of each year. Payment for remaining vacation hours shall be paid in the following year. With the Chief's approval and in the event an employee is not permitted to take vacation as a result of necessary work, said employee will be able to continue to carry over vacation time.
- D.** An employee who terminates her/her employment with the Board, or whose employment is terminated by the Board, shall be entitled to vacation time and/or vacation pay on a prorated basis.
- E.** Vacation requests shall be made in writing by March 31<sup>st</sup> of each year in order to receive seniority consideration. Vacation request made after March 31<sup>st</sup> shall be granted on a first come first serve basis. Vacation will not be granted if it is not presented to the Fire Chief at least one week in advance of the requested vacation time period. Vacation time shall not be unreasonably denied.

                
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**ARTICLE XV**

**SEPARATION, DEATH AND RETIREMENT**

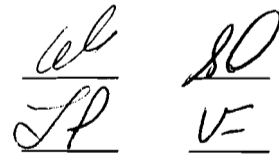
- A.** Employees shall retain all pension rights as provided by all applicable laws.
- B.** Employees retiring either after twenty-five (25) years of service with the Fire District , or a result of a disability pension, whether work-connected or not, shall be paid for all accumulated vacation and compensatory time as provided in this Agreement. Said payments shall be computed at the rate at the time of retirement based upon the base annual compensation.
- C.** Employees intending to retire on other than disability pension shall accordingly notify the Board at least three (3) months prior to it becoming effective.
- D.** In the event of an employee's death, their estate or legal representative shall be paid for all accumulated vacation time as provided in this Agreement. Payments shall be made at the employee's rate of pay at the time of their death.
- E.** In the event of an employee's separation from service for any reason not set forth in Section B or D above, all accumulated compensatory time shall be paid at the rate of pay at the time of separation to the employee.
- F.** For benefits payable in the current year in all cases of separation, death, while not in the line of duty or retirement, all vacation, holiday, and compensatory time shall be pro-rated as of the first of the month if the resignation, death or retirement is effective after the fifteenth (15th) of the month. Benefits shall be pro-rated on the calendar year from January 1st through December 31st.
- G.** For benefits payable in the then current year in all cases where the employee died while in the line of duty, all vacation, holidays, sick leave days, and compensatory time which would have accrued for the entire calendar year (in the year of the employee's death), shall be payable to the employee's estate or legal representative.
- H.** Separation shall be defined as any permanent cessation of employment, but shall not be deemed to include temporary leaves of absence, vacation, layoffs, or other temporary leaves.

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**ARTICLE XVI**

**SICK LEAVE**

- A.** Sick leave shall be earned at the rate of twelve (12) hours per month during the first calendar year of employment, and one-hundred twenty six (126) hours per year for each year of employment thereafter.
- B.** Sick leave is hereby defined to mean absence by an employee by reason of personal illness, illness within the immediate family, observance of quarantine, or as a result of a disabling injury not compensated under Article XVII.
- C.** Employees may, at the Board's sole discretion, be required to furnish a doctor's certificate to substantiate a request for approval of sick leave when sick leave exceeds three (3) consecutive work days.
- D.** The Board may, at the Board's sole discretion, require the employee to submit acceptable medical evidence of proof of illness whenever such a requirement appears reasonable to the Board.
  - 1. Employee shall submit a telephone number to be reached at and/or remain home during the course of the sick leave. If employee is going to leave their home, a call to the Fire Chief or designee shall be made prior to. The Employer reserves the right to go to an employee's home to verify absence, if necessary.
  - 2. Employees found to be abusing sick leave shall be subject to Disciplinary Action.
- E.** The Board may require an employee to be examined by a physician designated and compensated by the Board as a condition of the employee's continuation of sick leave or return to work.
- F.** Any report issued by a doctor regarding this subject shall be limited to stating that the employee is Fit For Work or Not Fit for Work.
- G.** In order to receive compensation while absent on sick leave, an employee shall report their absence to the Fire Chief or his designee at least one (1) hour prior to the start of their shift, if possible.
- H.** In case of sick leave due to contagious disease or to care for a seriously ill member of the employee's immediate family, reasonable proof may, at the Board's sole discretion, be required.
- I.** An employee who has exhausted their accumulated sick leave may, with the Board's approval, charge additional days of absence to vacation or personal days, or compensatory time, if available.



- J.** Employees retiring after twenty-five (25) years of service with the Fire District shall be paid for all accumulated sick days as provided in this Agreement. Said payments shall be computed at the rate of pay at the time of retirement based upon the base annual compensation. The maximum allowance to be compensated for is \$10,000.00

In the event of an employee's separation from service for any reason not set forth above, the employee shall not be entitled to any compensation for accumulated sick days.

- K.** An employee may elect to “cash in” up to one hundred twenty (120) hours of accumulated sick leave each year if they have accumulated and will have at least two hundred forty (240) hours of sick leave in their sick leave bank after the “cash in”. Such decision shall be made in writing to the Fire Chief or designee no later than November 1<sup>st</sup> of that year.

**L.** Sick Incentive Plan

1. Employees who do not utilize the sick leave provided for herein will be entitled to one (1) personal day for every six (6) months where they did not utilize sick leave. This includes a scheduled sick day off for a doctor’s appointment.
2. Personal time will be added to the employee’s personal time bank that will occur in the following year.

- M.** The unit reserves the right to have voluntary donation of sick time to another employee in the event an employee expends all of their sick time, due to extreme circumstances. Once an employee donates sick time to another employee, it is understood that the donating employee is forfeiting those hours. A donating employee must maintain a minimum of 240 hours of sick time before being able to donate to another unit member.

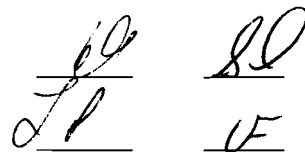
                
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**ARTICLE XVII**

**WORKER'S COMPENSATION**

- A.** 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform their duties, he/she may be entitled to full pay for a period of up to one (1) year in accordance with the worker's compensation insurance policy offered by the District.
2. If an employee returns to work from injury leave for less than one (1) year, he may return to worker's compensation leave for the same injury for an additional period of time which, when added to the initial period of leave, totals no more than one (1) year.
- B.** When an employee requests worker's compensation leave, he or she shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the District's Workmen's Compensation carrier. When and if it is finally determined that the injury or illness is not work related and that the employee was not entitled to worker's compensation, the employee shall be denied leave and shall have all time off charged against his or her accumulated sick time and if necessary, against any other accumulated leave time. If the employee leaves the employ of the District prior to reimbursing the District for such advanced time, the employee shall be required to reimburse the District for such advanced time.
- C.** Any employee who is injured, whether slight or severe, while working, must make an injury report to the Fire Chief or officer in charge prior to the end of the employee's shift, or, if that is not medically possible, as soon thereafter as is possible.
- D.** It is understood that the employee must file an injury report with the Chief so that the District may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.
- E.** The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the District may reasonably require the employee to present such certificate from time to time.
1. If the Board does not accept the certificate of the physician designated by the insurance carrier, the Board shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Board.

The Board may require, at its sole discretion and subject to HIPAA and/or any other law or regulation, an employee to provide copies of all medical records relevant to the illness or injury at issue, at the Board's expense, to



the designated physician. Any requested information shall be provided to the designated physician prior to the examination.

- b. Any information provided will be protected subject to the employee's expectation of privacy.
- c. The Board shall not unreasonably exercise its prerogative regarding this subject.

**F.** In the event the Board appointed physician certifies the employee fit to return to duty, Worker's Compensation benefits granted under this Article shall be terminated, unless the employee's physician disputes the determination of the Board's appointed physician. Then the Board and the employee shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the Board and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, worker's compensation benefits granted under this Article shall be terminated.

**ARTICLE XVIII**

**BEREAVEMENT LEAVE**

- A.** In the event of the death of an employee's spouse, guardian, parent, child or step child, the employee shall be granted forty-eight (48) hours without loss of pay commencing the day of death. Such leave shall commence the day of the death and continue until completed.
- B.** Leave with pay for twenty-four (24) hours shall be granted in the case of the death of an employee's brother, sister, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law. Such leave shall commence the day of the death and continue until completed.
- C.** Leave with pay for twelve (12) hours shall be granted in the case of the death of a grandparent in law, aunt, uncle, niece and nephew.
- D.** The Fire Chief may grant leave without pay for anyone else not included.
- E.** If additional time is required, an employee may use accumulated personal, compensatory or vacation time as emergency leave upon approval of the Fire Chief.
- F.** An employee will request bereavement leave from the Fire Chief at the earliest practicable time.
- G.** Proof of death may be required at the Fire Chief's discretion.

                
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**ARTICLES XIX & XX**

**MILITARY & CONVENTION LEAVE**

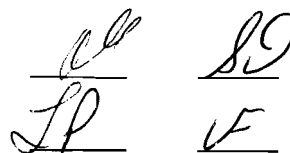
- A.** Military leave shall be granted pursuant to all State and Federal Statutes and Regulations.
- B.** Convention leave will be granted per N.J. DOP cite 4A:6-1.13 and all other applicable codes. The Fire Chief may grant leave for other conventions at his discretion.

                
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**ARTICLE XXI**

**LEAVE OF ABSENCE**

- A. Leave of absence without any pay, in the sole discretion of the Board, may be granted for good cause to any employee who has completed their probationary period.
- B. Leave of absence can be any specified time period up to a maximum of six (6) months, with the employee being able to request two additional extensions every three (3) months, for up to a total of one (1) year.
- C. During a leave of absence, the Board will not be responsible to provide the employee with the benefits provided within Article XXV. However, if the employee wishes that coverage is extended to him during that leave, the Board will provide it but it must be paid by the employee prior to the Board being billed.

  
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**ARTICLE-XXII**

**PENSIONS**

All employees shall retain all pension rights afforded to them pursuant to applicable retirement systems.

                
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**ARTICLE XXIII**

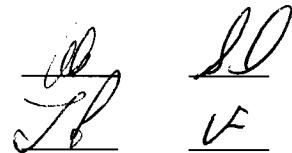
**JOB DESCRIPTION AND DUTIES**

- A.** The job descriptions for all members of this bargaining unit shall be in accordance with each employee's job title as set forth by the New Jersey State Department of Personnel.
- B.** The Board will maintain on file in the Board office complete and current Department of Personnel job descriptions for all positions.
- C.** The Board will supply a copy of the most current job description to an employee when hired and at any time thereafter, if the job description should change.
- D.** It is understood that employees will be assigned additional duties and / or area of responsibilities. Where applicable the employer will provide training to the employee with regards to additional duties / area of responsibilities.

**ARTICLE XXIV**

**CLOTHING ALLOWANCE**

- A.** The Board will issue to all newly hired employees all uniforms and clothing according to the clothing allowance set forth in F below. All provided uniforms shall meet National Fire protection Association (NFPA) 1975, Standard or Station/ Work Uniforms for Firefighters (most recent edition) with the exception of maintenance/work detail uniforms.
- B.** The Board will be responsible for the cost of changes in uniform standards and turnout gear damaged, worn, or contaminated in the line of duty.
1. Inspection of all Department issued PPE and uniforms will occur quarterly at the direction of the supervisor.
  2. Any item found to be defective or non-complaint shall be replaced by the employer accordingly.
- C.** Uniforms shall be worn on all duty hours. The Fire Chief shall determine the proper uniform for the work being performed.
- D.** The Board will provide the employee with two sets of turnout gear within the term of this contract. The Fire Chief is responsible for the specifications of all protective clothing, however such clothing must meet all current or newly adopted standards for safety and performance.
- E.** Personnel may substitute items for items of equal or higher equivalents with approval as long as department standards are maintained (ex. Zipper station wear boots as opposed to laced boots) as approved by the Fire Chief or designee. Employees wishing to substitute items for items of equal or higher equivalent may do so at their cost.
- F.** The following clothing and quantities shall be a set minimum that the each employee shall be issued and maintained:
- 6 Nomex short sleeve shirts
  - 6 Nomex long sleeve shirts
  - 10 T - Shirts
  - 6 Nomex pants
  - 2 Badges w/ seniority number
  - 1 Belt
  - 1 Winter / Spring coat (Class B)
  - 1 BDU style coat with removable liner (Utility/Cold Weather
  - 2 Pair of station wear footwear (boots)
  - 2 Firefighter Job Shirts
  - 1 Work cover alls-Does not need to be Nomex
  - 2 Pairs of shorts (physical training)



- 2 Pairs of sweat pants (physical training)
- 2 Sweat shirts (physical training)
- 1 Class C Uniform per Department Specifications-Does not need to be Nomex

**\*And any / all other uniform mandated by policy**

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**ARTICLE XXV**

**TRAVEL EXPENSES**

- A.** Employees shall be reimbursed at the Internal Revenue Service Rate if he or she is required to use his or her own personal vehicle. In the event an employee is required to attend training outside the premises, the District shall pay for meals up to and including \$10.00 per meal. Receipt for tolls and meals must be presented for payment. Failure to provide the Fire Chief or his designee with receipts and with start and stop mileage count shall forfeit the employee's right to any rate for reimbursement. Any such expenses must be appropriately documented as a condition of reimbursement.

           
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**ARTICLE XXVI**

**HOSPITALIZATION AND MEDICAL BENEFITS**

**A.** The District shall offer employees health insurance coverage through the health plan option(s) offered by the New Jersey State Health Benefits Program (hereinafter "NJSHBP").

1. Employees hired on or before June 1, 2008, shall have health insurance coverage provided to them and their eligible dependents and no cost to the employee.
2. Employees hired after June 1, 2008, shall be required to pay towards their health insurance coverage provided to them and their eligible dependents based upon the following chart.

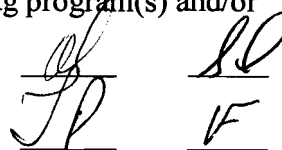
1 <sup>st</sup> year of employment-	10%
2 <sup>nd</sup> year of employment-	8%
3 <sup>rd</sup> year of employment-	6%
4 <sup>th</sup> year of employment-	4%
5 <sup>th</sup> year of employment-	2%
6 <sup>th</sup> year of employment-	0%

Employees' cost share will be prorated on a weekly basis and deducted from the employee's pay.

3. The prescription plan is offered as provided by NJSHBP.
4. Employees will be reimbursed a maximum of \$300.00 per employee per calendar year for verifiable receipts resulting from eye care. If employee utilizes District Eye Physician, a Purchase Order will be executed upon submittal of properly completed requisition for Direct Payment to be provided to the District Eye Physician for services rendered. Such purchase order shall be submitted to the Finance Department at least one week prior to the scheduled appointment to provide for sufficient time for review and approval, when possible.

**B.** The District may have the right to change any and all insurance plans and/or carriers so long as the benefits are substantially similar to those provided in the current health programs. The District shall notify the Association (1) when the decision is made to formally evaluate and potentially change insurance coverage. The District shall inform the Labor Management Committee and provide any new carrier's plan information to the Association as it becomes available; and (2) of the decision to change carriers.



1. If the NJSHBP changes any or all of the currently provided health benefit programs, but not limited to: adding additional health and/or prescription drug program(s), terminating health and/or prescription drug program(s) and/or

  
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changing the schedule of benefits of a health and/or prescription drug program(s), the Association shall not consider this a "right to change" as defined in Section C above. The District shall, however, make every effort to inform the employees of the Association of the changes made by the NJSHBP upon receipt of said information by the NJSHBP program.

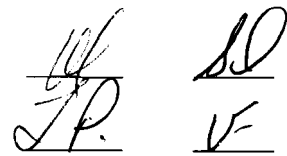
2. If the District no longer qualifies under the NJSHBP as determined by the NJSHBP, the District shall notify the Association and make every effort to secure new health and/or prescription drug benefit plans with substantially similar benefits to the current health and/or prescription drug benefit programs. The District shall make certain no eligible employee of the Association has any loss of coverage(s).
- C.** An employee shall have the right to "opt out" of the District's available health insurance plans. The employee shall provide the District with proof that he or she is covered by another plan. If the employee chooses to opt out, they shall receive 1/3 of the average cost of the plans offered at their respective tier of coverage i.e., single, parent/child, etc. Payment shall be made in one (1) lump sum during the first pay period of the last month of the premium year. Any employee receiving an opt-out credit understands the amount received is considered taxable income for federal, state and local purposes, where applicable.
- D.** In the event of an employee's separation from the District, hospitalization and medical benefits shall be continued for a period of one (1) month at the District's expense.

  
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**ARTICLE XXVII**

**COMMUNICABLE DISEASES**

- A.** The Fire Chief or designee shall maintain a separate file to be known as the "Communicable Disease File" in which employees responding to fire rescue alarms in which contact and/or working in close proximity to the victims with communicable diseases and their body fluids shall be recorded in the C.D.F. at the completion of each alarm. It shall be the employee's responsibility to notify the officer in charge and initial the completed C.D.F. form.
  
- B.** If the employee is diagnosed with but not limited to the AIDS Virus or any other communicable disease, Cancers, heart disease and pulmonary disorders, the C.D.F. form shall establish a rebuttal presumption that the employee is eligible for worker's compensation pursuant to Article XVII.



**ARTICLE XXVIII**

**SAFETY CLAUSE**

There will be a committee, appointed by the President of the Association, which will be permitted to offer in writing any information approved by the Association to the Fire Chief relating to matters of safety.

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**ARTICLE XXIX**

**PROMOTIONS**


All promotions will be made in accordance with State of New Jersey, Department of Personnel regulations.

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**ARTICLE XXX**

**BULLETIN BOARD**

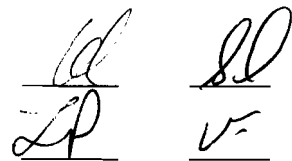
- A.** The Association shall have the sole use of the designated Association bulletin board or portion of a bulletin board in each station for the sole purpose of posting notices relating only to matters of official business of all fire organizations and other employee related matters.
- B.** Only material authorized by the signature of the Association Representative, President, or Shop Steward shall be permitted to be posted on said bulletin board.
- C.** The Board may require the Association to remove, from the bulletin board, any material that does not conform to the intent of the above provisions of this Article. Said material will be kept on file with the Association.
- D.** The board will be provided by the employer. The board shall provide a bulletin board that can be secured via a lockable glass door or similar fashion.

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**ARTICLE XXXI**

**SERVICE RECORDS**

- A.** A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the Board, and may be used for evaluation purposes by the Fire Chief, Administrator or Board only.
- B.** Upon advanced written notice and at reasonable times, any employee may review his or her personnel file. However, this appointment for review must be made through the Fire Chief.
- C.** Whenever a written complaint concerning an employee or his or her actions is to be placed in this personnel file, a copy shall be made available to the employee and he or she shall be given the opportunity to rebut it if he or she so desires. The employee shall be permitted to place said rebuttal in his or her file.
- D.** When an employee rebuts and is found innocent of said complaint, the written complaint must be removed from the employees file, and any and all other files within five (5) working days.
- E.** All personnel files will be carefully maintained and safeguard permanently and nothing placed in any files shall be removed there from except as provided in Section D above or by mutual agreement.
- F.** Maintenance of the personnel files will be in accordance with New Jersey law.

  
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**ARTICLE XXXII**

**PRINTING AND SUPPLYING AGREEMENT**


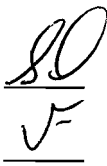
Four (4) copies of this Agreement and any future agreement shall be copied and supplied to the Union for distribution to its members within (45) calendar days of execution at no cost to the employee.

                
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**ARTICLE XXXIII**

**STATUTORY AND LEGAL RIGHTS**

Nothing contained herein shall be construed to deny or restrict the Board or the employee from the exercise of its or their rights under R.S. 34:13A, R.S. 40, 40A or any other national, state, county or local laws or ordinances pertaining to the employee covered by this Agreement.

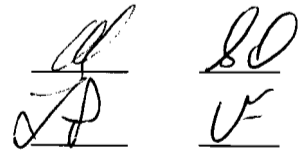
  
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**ARTICLE XXXIV**

**SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of the law or by court or other tribunal of competent jurisdiction following the valid adoption of this Agreement, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

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**ARTICLE XXXV**

**MAINTENANCE OF BENEFITS**

- A.** Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the terms of this Agreement.
  
- B.** All rights, privileges, and working conditions enjoyed by the employees, beginning on the effective date of this Agreement, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement, unless changed by mutual consent.

                        
*GP*            *SO*  
                              
*SP*            *VF*

**ARTICLE XXXVI**

**FAMILY MEDICAL LEAVE ACT**

The District and Association agree that employees will be entitled to leave consistent with the New Jersey and Federal Family and Medical Leave Acts upon submitting written requests for same to the Fire Chief.

W      SD  
J.P.      VE

**ARTICLE XXXVII**

**JURY DUTY**

All employees shall be granted time off without loss of pay, vacation time or compensatory time for jury duty. The employee must be scheduled to work in order to receive administrative leave for jury duty.

ll      sd  
LP      ✓

**ARTICLE XXXVIII**

**ACTING OUT OF TITLE**

Employees temporarily assigned to work in any higher capacity shall be compensated at the hourly rate of the capacity worked only if they have worked in the higher capacity for at least two days. Designation of replacements will be offered to all qualified employees on a rotational basis.

JP      SD  
VF

**ARTICLE XXXIX**

**EMERGENCY LEAVE**

Employees shall be granted emergency leave for a bona fide emergency situation that requires their release or absence from work. All emergency leave will be charged, at the employee's option, against the employee's vacation, personal or compensatory time balance.

GL      SD  
LP      VF

**ARTICLE XL**

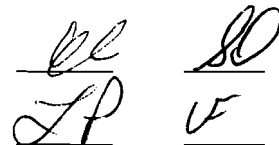
**FULLY BARGAINED AGREEMENT**

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

**B.** The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**C.** This Agreement shall not be modified in whole or in part by the parties except only by an instrument, in writing, executed by both parties.

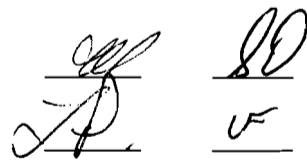
**D.** It is the intent of the parties that the provisions of this Agreement will supersede all agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Board and the Association, for the life of this Agreement, hereby waive any rights to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

  
Two sets of handwritten signatures, each consisting of a name above a horizontal line. The left set appears to be 'LP' and the right set appears to be 'VF'.

**ARTICLE XLI**

**SUPERSEDING CLAUSE**

This Agreement supersedes any and all other prior agreements dealing with working conditions and terms and conditions of employment which are inconsistent with the terms of this Agreement.

Handwritten signatures on two lines. The top line contains two signatures: a cursive signature on the left and a signature that appears to be 'SD' on the right. The bottom line contains two signatures: a cursive signature on the left and a signature that appears to be 'VF' on the right.



**ARTICLE XLII**

**NEW JERSEY STATE DISABILITY BENEFITS PROGRAM**

**A.** The Board of Fire Commissioners, by approval of this agreement, shall elect voluntary temporary disability insurance coverage under the State Plan effective January 1, 200\_ by filing written notice of such election with the State of New Jersey, Department of Labor, Division of Employer Accounts. This coverage shall be applicable to all employees of the Board who are deemed under law to be covered by the New Jersey Unemployment Law.

**B.** The cost of obtaining this coverage is by law, divided between the employer and the employee. For example, for the period January 1, 2002 through June 30, 2002, the employer contribution rate was one half of one percent of the taxable wages paid (Subject to a taxable wage base).

**C.** All employees subject to this agreement, and all other District employees, must agree to make contribution toward financing to ensure the Board's inclusion in the Temporary Disability Benefits program.

**D.** All employees subject to this agreement consent to the contribution to the program and do hereby authorize the Board to take deductions from their salary as provided by law to ensure participation in the program.

                
*LP*      *SO*

**ARTICLE XLIII**

**SPOUSAL MATERNITY LEAVE**

Four (4) consecutive sick leave days may be utilized for spousal maternity leave. Additional time may be obtained as emergency leave if needed. Any emergency leave taken will be applied to the employee's vacation, personal, or compensatory time balance.

CA      RD  
LP      VF

**ARTICLE XLIV**

**LABOR MANAGEMENT COMMITTEE**

Authorized representatives of the District and Association shall meet at mutually agreeable times on an as needed basis to discuss matters of mutual concern.

CC      SD  
SP      VF

**ARTICLE XLV**

**MANDATORY CONTINUING EDUCATION CLASSES**

**A. Conferences/Training Courses**

Approval for outside conferences will be left to discretion of Chief and/or the Board. The application process for conference attendance will be in accordance with departmental guidelines.

**B. Continuing Education**

1. Employees, who maintain the following certifications, will be compensated for attending recertification, if recertification must be conducted outside the employee's work day:

- a. EMT or First Responder
- b. Fire Official
- c. Fire Inspector
- d. CPR/CPR Instructor
- e. Fire Investigator as required by DCJ
- f. Fire Instructor
- g. Any department mandated training (i.e., OSHA, WMD, etc.)
- h. Any specialized training approved by the Fire Chief

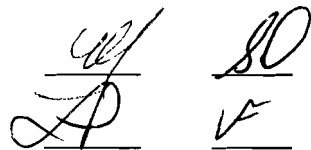
2. Management has the right to schedule training during work hours.

3. Employees attending training outside of their regular working hours, if approved by the Chief, shall be compensated at their applicable rate.

4. Employees will be required to submit the necessary certificate of completion upon their receipt of same.

5. Transportation to all Fire Department training off premises will be provided by the District. Notice and a Use of Vehicle Form shall be submitted at least 1 week prior to scheduled training.

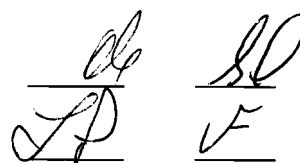
6. If the employee completes class prior to their tour being dismissed, they are required to report to their supervisor for further assignment.

Two handwritten signatures are present in the bottom right corner of the page. The signature on the left is written in dark ink and appears to be 'SP'. The signature on the right is written in a lighter ink and appears to be 'SO'.

**ARTICLE XLVI**

**STATION CONDITIONS, SANITATION AND UPKEEP**

- A.** The board agrees to supply and make available all materials required in the day to day maintenance and upkeep of all fire houses, interior and exterior occupied by Winslow Township Career Firefighters.
- B.** All major repairs to the fire houses and grounds around them, including but not limited to painting, plumbing remodeling will be the responsibility of the board.
- C.** The board recognizes that at least one of the District firehouses does not contains adequate kitchens and lounge space. Within three months from the execution of this agreement, the District shall make arrangements with one or more fire houses to accommodate employees in the firehouse with the adequate space. Said arrangements shall be memorialized by District Policy.
- D.** In the event the District creates 24 hours crews, the District will make arrangements for adequate living quarters for firefighters, including but not limited to, reasonable space for cooking of meals and snacks, dining facilities, lockers, toilets and bathing facilities. The furnishings for such facilities shall be supplied and maintained by the board.
- E.** A representative for the employees will share a seat on any committee involved with the designing of a new station and / or modifying existing facilities. The representative who shares a seat in a committee as described about shall do so without pay.
- G.** It is recognized that all members are responsible for the care and proper use of all equipment and items furnished, beyond normal wear and conditions beyond their control.





**ARTICLE XLVIII**

**DURATION, TERM AND RENEWAL**

THIS AGREEMENT shall be effective March 3, 2008 and shall remain in full force and effect through December 31, 2011. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, before one hundred twenty (120) calendar days prior to the termination date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) calendar days prior to the termination date. This Agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the date first set forth above.

BOARD OF FIRE COMMISSIONERS  
WINSLOW TOWNSHIP FIRE DISTRICT #1

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

WITNESS: Louis Patala

I.A.F.F. LOCAL 3249 AFL - CIO:

By: Scott DeLippes

WITNESS: W A [Signature]

[Signature]      80  
[Signature]      [Signature]