

AGREEMENT  
BETWEEN  
BOROUGH OF RUNNEMEDE  
AND  
CAMDEN COUNTY UNIFORM  
FIREFIGHTERS ASSOCIATION  
I.A.F.F. LOCAL 3249

January 1, 2010 to December 31, 2012

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I – PREAMBLE.....	1
ARTICLE II – UNION RECOGNITION.....	2
ARTICLE III – MAINTENANCE AND STANDARDS.....	3
ARTICLE IV – UNION RIGHTS.....	4
ARTICLE V – MANAGEMENT RIGHTS.....	5
ARTICLE VI – NON-DISCRIMINATION.....	6
ARTICLE VII – DUES CHECK OFF.....	7
ARTICLE VIII – JOB POSTING.....	8
ARTICLE IX – SENIORITY.....	9
ARTICLE X – FMLA.....	10
ARTICLE XI – VACATIONS.....	11
ARTICLE XII – HOLIDAYS.....	12
ARTICLE XIII – GRIEVANCES.....	13
ARTICLE XIV – FUNERAL LEAVE.....	16
ARTICLE XV – SERVICE RECORDS.....	17
ARTICLE XVI – HOURS OF WORK.....	18
ARTICLE XVII – JUST CAUSE.....	19
ARTICLE XVIII – SICK/INJURED LEAVE.....	21
ARTICLE XIX – JURY/COURT LEAVE.....	22
ARTICLE XX – MILITARY LEAVE.....	23
ARTICLE XXI – LIFE INSURANCE.....	25

ARTICLE XXII – MEDICAL INSURANCE/HOSPITALIZATION .....26

ARTICLE XXIII – RETIREMENT, SEPARATION OR DEATH.....27

ARTICLE XXIV – SEVERABILITY .....28

ARTICLE XXV – SUCCESSORS AND ASSIGNS.....29

ARTICLE XXVI – NO STRIKE CLAUSE .....30

ARTICLE XXVII – SUBCONTRACTING.....31

ARTICLE XXVIII - EMPLOYEES' RIGHTS .....32

ARTICLE XXIX - LAYOFF AND RECALL.....33

ARTICLE XXX – COMPENSATION.....34

ARTICLE XXXI - PUBLIC SAFETY COMMITTEE .....35

ARTICLE XXXII - PERIOD OF CONTRACT.....36

ARTICLE XXXIII - POLICY MANUAL.....37

ARTICLE XXXIV - RETROACTIVE PAY.....38

ARTICLE XXXV – PERSONNEL/STAFFING.....39

ARTICLE XXXVI – PENSIONS.....40

ARTICLE XXXVII - CLOTHING AND UNIFORM ALLOWANCE AND  
MAINTENANCE .....41

ARTICLE XXXVIII - TRAINING/EDUCATION PROVISIONS .....42

ARTICLE XXXIX - FULLY BARGAINED PROVISIONS .....43

ARTICLE XL - DRUG TESTING POLICY.....44

ARTICLE XLI - OFF SHIFT RESPONSE .....45

Appendix A – Clothing Allowance List .....47

ARTICLE I

PREAMBLE

- A. This agreement is entered into this 15th day of March, 2011 by and between the Borough of Runnemede, herein after referred to as the "Employer", and Camden County Uniform Firefighters Association, I.A.F.F., Local 3249, herein after referred to as the "Union".
  
- B. The purpose of this Agreement is to promote harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolutions of differences, and other terms and conditions of employment including rates of pay and hours of work.

## ARTICLE II

### UNION RECOGNITION

- A. The Employer agrees to recognize Camden County Uniform Firefighters Association, I.A.F.F., Local 3249, as the sole and exclusive bargaining agent for all regularly employed firefighters of the Borough of Runnemede.
- B. Excluded: Managerial Executives, confidential employees and supervisors within the meaning of the Act; professional employees, police employees, casual employees, and all other employees of the Borough of Runnemede, set forth in the certification of the elections held by the Public Employee Relation Commission.

This agreement will be binding upon all the parties hereto, their Successors and assigns.

### ARTICLE III

#### MAINTENANCE OF STANDARDS

- A. The Borough shall not discharge or discriminate in any way against any employee for the membership in the Union as long as the activity does not, in any way, unreasonably disrupts normal operations of the Borough.
- B. The rights of the Borough and employee shall be respected and the provisions of this agreement for the orderly settlement of all questions regarding such rights shall be preserved.
- C. This agreement shall not be amended except by mutual agreement, reduced in writing and duly executed by the parties thereto, before becoming effective.
- D. It is recognized that the management of the Borough, the control of its properties and the maintenance of order and efficiency, are solely the responsibilities of the Borough.
- E. Nothing contained herein shall be construed to deny or restrict the employees covered under this agreement, the rights and benefits under N.T.S.A 34A, 40A or any other National, State, County, or Local Laws or Ordinances.
- F. The provisions of this contract are controlling.

## ARTICLE IV

### UNION RIGHTS

#### A. Access to Premises

Union representatives shall be admitted to Borough of Runnemede on Union business. Request for such visits shall be directed with reasonable advance notice to Public Safety Director or his designee and shall include the purpose of the visit, proposed time and date and specific work areas involved. Permission for such visit shall not be unreasonable withheld. Provided such requests are approved, the representative shall have the opportunity to consult with employees in the unit during the work shift. Unapproved visits are permitted provided it does not interfere with the employees' work duties.

#### B. Bulletin Boards

The Employer will provide reasonable space for Union materials to be posted on centrally located bulletin boards at such work sites as shall be mutually agreed upon. This space shall be designated solely for Union use.

ARTICLE V

MANAGEMENT RIGHTS

- A. The Employer retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the law and constitution of the State of New Jersey.
- B. All such rights, powers, authority and prerogatives of management possessed by the Employer are retained, subject to limitations imposed by law, except as they are specifically abridged or modified by this Agreement.
- C. The parties agree that regular payroll will be paid on a bi-weekly basis. Unless otherwise notified by the Borough, members shall be paid every Thursday.



## ARTICLE VI

### NON-DISCRIMINATION

- A. The Employer and the Union agree that there shall be no discrimination against any employee in matters of hiring, promotion, transfer, discharge, pay, fringe benefits, or other matters of employment on the basis of race, color, sex, religion, creed, national origin, ancestry, affectional and sexual orientations, political, domestic partnership or marital status, atypical hereditary or cellular blood trait, genetic information, citizenship, veteran status, age, physical or mental disability, political affiliation, Union membership, other basis, characteristic or trait prohibited by law ("protected class"), except where such considerations are bona fide occupational qualifications permitted by law, or based upon an employee's association with a member of a protected class member. The Employer and Union further agree that there shall be no discrimination against any employee because of legal Union activity permitted herein.

If any employee believes they have been treated unfairly, the employee is encouraged to use the Boroughs the Compliant Policy and Procedure or the grievance procedure contained in this agreement.

- B. The Employer and the Union agree that all employees under this agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization, or to refrain from some activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or activity in the Union, or lack thereof.

## ARTICLE VII

### DUES CHECK OFF

- A. The Borough 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, N.J.S.A. (R.S.) 52:14-15,93 as amended.
- B. Checkoff shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by a representative of the Borough, during the month following the filing of such card with the Borough.
- C. If during the lifetime of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Borough with written notice thirty (30) days prior to the effective date of such change and shall furnish the Borough with new authorizations from its numbers showing the authorized deduction for each employee, or an official notification on the letterhead of the Association advising of such changed deduction.
- D. The Association will provide the necessary "Checkoff Authorization" form, and the Association will secure the signatures of its members on the forms and deliver the signed forms to Borough.
- E. Any such written authorization may be withdrawn at any time by the filing of such withdrawal with the Borough. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9c, as amended.

## ARTICLE VIII

### JOB POSTING

- A. When any vacancy becomes available, the Employer shall post a notice of vacancy on the bulletin boards they ordinarily use for notices to employees for a period of not less than ten (10) working days. Such notice shall include the job title and requirements of the position. The employer will endeavor to post any bargaining unit vacancy prior to advertising such vacancy outside the agency.
- B. If an employee submits a written application to Personnel for the job within the ten (10) working days posting period he/she shall be given consideration therefore.
- C. Job applicants for new hire shall agree to a background check including a criminal history, a drug test prior to hiring and shall possess a valid drivers license with valid driving privileges in New Jersey.

## ARTICLE IX

### SENIORITY

- A. In scheduling of vacations within a unit, the employee with the most seniority will be given preference in the choice of time selections.
- B. Seniority shall be based upon total length of service. Seniority shall begin to accumulate on the first actual day of work.
- D. Length of service is defined as the total amount of time worked, less any breaks in service.
  - 1. A break in service occurs when an employee is out on unpaid leave of absence in excess of twelve weeks, as defined by FMLA.
- E. The provisions of this Article do not apply to the position of Deputy Chief.
- F. If coverage permits, more than one Fire Fighter shall be eligible for time off in the same time period.

ARTICLE X

FMLA

- A. Family leave will be granted in a manner consistent with the New Jersey Family and Medical Leave Act and the Federal Medical Leave Act.

## ARTICLE XI

### VACATIONS

A. Notice to Public Safety Director and Chief Financial Officer or his designee must be given at least ten (10) days in advance of vacation/ holidays. No more than two (2) consecutive weeks may be taken at one time.

B. Upon notice of retirement, the employee may elect to use all vacation time remaining consecutively until the date of retirement.

C. Vacation Schedule

Upon completion of 1 year of service, up to and including the 3rd year of service, the employee is eligible for 1 week of vacation each year;

Upon the start of 4 years of service, up to and including the 10<sup>th</sup>, year of service, the employee is eligible for 3 weeks of vacation each year;

Upon the start of 11 years of service, up to and including the 15<sup>th</sup> year of service, the employee is eligible for 4 weeks of vacation each year;

Upon the start of 16 years of service, up to and including the 20<sup>th</sup> year of service, the employee is eligible for 5 weeks of vacation each year;

Upon the start of 20 years of service, the employee is eligible for 5 weeks of vacation each year plus 1 additional day for each year of service over 20 years up to a maximum of 5 additional days.

D. If a holiday occurs during a vacation leave, it shall not be counted as a day of vacation.

E. If an employee is on vacation when a death in the family occurs which is covered by Article XIV of this Agreement, the time following the death shall be treated as funeral leave under that Article, and any remaining vacation days shall be considered as being unused.

F. Any increase in vacation days based on years of service shall be credited at the beginning of the calendar year.

G. All requests for vacations made between January 1 and April 30 for the entire year shall be honored on a seniority basis. Any vacation requests made after April 30 shall be granted on a first come, first served basis.

H. The Firefighter's normal workday consists of nine (9) hours. The Deputy Chief normal workday consists of eight (8) hours.

ARTICLE XII

HOLIDAYS

- A. Each Firefighter covered under this contract shall receive the following holiday hours:

Six months or less of employment – no hours;  
Six months to nine months of employment – twenty-seven (27) hours (three days);  
Nine months to twelve months of employment – thirty-six (36) hours (four days);  
Over twelve months of employment – one hundred seventeen (117) hours (thirteen days).

It is acknowledged that Firefighters work nine (9) hour days.

The Deputy Chief covered under this contract shall receive the following holiday hours:

Six months or less employment – no hours;  
Six months to nine months employment – twenty-four (24) hours (three days);  
Nine months to twelve months employment – thirty-two (32) hours (four days);  
Over twelve months employment – one hundred and four (104) hours (thirteen days).

It is acknowledged that the Deputy Chief works eight (8) hour days.

- B. All employees are entitled to two (2) personal days per year in addition to the above listed holidays, to be taken with notification to the Public Safety Director and Chief Financial Officer. When possible, to insure proper scheduling, five (5) days notice must be given to the Director and CFO, unless otherwise approved by the Director or CFO.
- C. Notice to Public Safety Director and Chief Financial Officer must be given at least ten (10) days in advance of vacation/holidays. No more than two (2) consecutive weeks may be taken at one time.
- D. The Firefighter's normal workday consists of nine (9) hours. The Deputy Chief's normal workday consists of eight (8) hours.
- E. Any employee leaving the Borough employment during the course of the year shall be entitled to be paid for the holidays accrued, less any holiday time taken.
- F. All employees shall work the day before and the day after a holiday, unless the employee has received prior approval for leave for either or both of the days before and/or after the holiday, or has provided an appropriate medical certificate in the case of illness.

## ARTICLE XIII

### GRIEVANCES

#### A. PURPOSE

It is the policy of the Borough of Runnemede and the Union that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. Informal settlements at any steps shall bind the immediate parties to the settlement, but shall not set a precedence in a later grievance proceeding.

#### B. DEFINITION

1. The term grievance means a complaint or claim that there has been an improper application, interpretation or violation of this agreement, any Borough policy governing the Union or any administrative decision affecting any member of this Union. It is understood by the parties that only the Union may process contractual grievances.
2. An "employee" is any person in the unit covered under this agreement.
3. An "aggrieved party" is an employee or group of employees who submit a grievance or on whose behalf it is submitted.
4. A Union Steward is an employee of the Borough who has been designated by the Union to represent workers.
5. A Union Representative is an individual in the employment of the Union.

#### C. SUBMISSION OF GRIEVANCES

- Step 1. Prior to submission of the grievance in writing, the aggrieved party along with the Union Steward or Staff Representative must attempt to solve the grievance on the - lowest possible level.
- Step 2. If not resolved or adjusted at step 1 it shall then be submitted in writing within fifteen (15) working days of the date filed, to the Public Safety Director or his designee. The Director shall seek to resolve the grievance with the aggrieved party along with the Steward or Staff Representative.



- Step 3. Each written grievance to be submitted must contain the following:
- (a). The identity of the aggrieved party.
  - (b). The section of the agreement involved in the grievance.
  - (c). The time and place where events alleged or conditions constituting the grievance occurred or existed.
  - (d). If known, the identity of the person responsible for causing the event or conditions to be caused or exist.
  - (e). A general statement of the grievance and whatever redress is sought.

**NOTE:** A grievance shall be deemed waived unless it is submitted within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

- Step 4. The Public Safety Director or his designee shall respond in writing to each grievance received within fifteen (15) working days. If the aggrieved party or the Union is not satisfied with the response of the Director, or if no response is received, she/he (the aggrieved party) or the Union may submit a copy of the grievance to the Mayor and Council.

- Step 5. The appropriate authority or its designated members shall, upon request, confer with the aggrieved party/parties, Union Steward and/or Union Representative with respect to the grievance. A written statement of the position of the Mayor and Council on the grievance shall be delivered to the aggrieved party/parties and Union no later than two weeks after the grievance has been received by them.

#### D. PROCEDURE USED TO OBTAIN AN ARBITRATOR

1. Aggrieved party and the Borough of Runnemede shall share equally the expense of the arbitrator.
2. A joint request will be made to the PERC to submit a roster of person(s) qualified to function as an arbitrator in the dispute in question.
3. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request PERC to submit a second roster of names.
4. If the parties are unable to determine within ten (10) working days of the initial request for an arbitrator, a mutual satisfactory arbitrator from the second list, the PERC may be requested by either party to designate an arbitrator.

5. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing or subtract anything from the agreement between the parties and any policy of the Borough. The recommendations of the arbitrator will be binding on both parties. Only the Mayor and Council and the aggrieved and his representation shall be given copies of the arbitrator's report of the findings and recommendations.

#### E. RIGHTS OF THE EMPLOYEES

1. Employees and Union - Any aggrieved person may be represented at all formal steps of the grievance procedure, by a representation selected or approved by the Union.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time period shall permit the aggrieved party or the Union to proceed to the next step.
3. Failure at any step of the procedure to appeal a grievance to the next step with the specified time period shall be deemed to be acceptance of the decision rendered at that step. ,
4. It is understood that employees during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the department, until such grievance and any effect thereof shall have been finally determined.

## ARTICLE XIV

### FUNERAL LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall the leave exceed five (5) working days. In the event that the funeral is 300 miles or greater from the Borough limits, the leave shall not exceed five (5) working days.
- B. The "Immediate Family" shall include only mother, father, husband, wife, sister, brother, child, parent of the employee's spouse, step-child in loco parentis.
- C. In the event of a death of a brother in law, sister in law, grandchild or grandparent of the employee or employees' spouse, the employee shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall the said leave exceed three (3) working days.
- D. The Borough may require reasonable verification of the event.
- E. If additional time is necessary, it shall be taken as vacation or unpaid leave, if vacation has been exhausted with advance authorization by the Chief Financial Officer. Time for attendance at funeral of others may be granted without pay.
- F. The employee must notify his/her immediate supervisor upon making determination to take time off from work.
- G. Employees who fail to return to work on the date specified to the Chief Financial Officer without receiving an extension are subject to disciplinary action up to and including termination.

ARTICLE XV

SERVICE RECORDS

- A. Each employee shall be entitled to inspect his/her service record upon request to the Chief Financial Officer, between Monday through Friday, during the hours of Business of the Borough on any off duty time by appointment.
- B. Service files shall include all records in the employee's personnel file.

ARTICLE XVI

HOURS OF WORK

- A. Firefighter weekly hours of work shall consist of five (5) nine (9) hour days. Deputy Chief weekly hours of work shall consist of five (5) eight (8) hour days. The Public Safety Committee may, from time to time, change the weekly hours of work with 30 days notice being given to the members.
  
- B. Time worked in excess of an employee's regularly scheduled work week shall be paid at either one and one-half (1 1/2) times the employee's regular straight time hourly rate or by comparable compensatory time off, as the employee, in his sole discretion, may determine. Time out of work on paid sick leave shall not be counted as hours worked for the purpose of calculating overtime eligibility. However, paid time off due to scheduled holidays, scheduled personal days and scheduled vacation days shall be counted.

ARTICLE XVII

JUST CAUSE

- A. No employee shall be disciplined, including termination of employment, without just cause, except that employees hired after January 1, 2007, shall serve a twelve (12) month probationary period during which time the employee can be subject to termination or suspension without cause.

ARTICLE XVIII

SICK/INJURED LEAVE

- A. An employee by reason of personal illness defines sick leave as absence from work. The sick time covers the individual employee and members of his/her family.
- B. Said period of illness or sick time will be paid up to a maximum of fifteen (15) working days in accordance with the schedule below, for a bona fide absence because of illness or off duty injury (not covered by workmen's compensation).

COMPLETION OF	ENTITLED TO
One (1) full year .....	5 days
Two (2) full years .....	10 days
Five (5) full years .....	15 days

- C. In order to be entitled to a paid sick day, an employee must notify the Chief Financial Officer or his designee, one (1) hour prior to the beginning of the workday.
- D. Every employee applying for sick leave shall present a medical certificate if the period exceeds three (3) consecutive days, to the Chief Financial Officer. The CFO shall indicate to the employee whether sick leave shall be granted.
- E. The Borough, if not satisfied with the medical certificate presented by the employee, shall have the right to have said employee examined by a licensed physician for the purpose of determining eligibility for sick leave benefits, at Borough expense.
- F. The employees are enrolled in the State Disability Plan. The employees shall make his or her contribution required by the State to such plan through a payroll deduction. In the event of major illness, the employee will apply for State Disability. The Borough will continue to pay the employee's salary during his or her major illness and the employee will turn over to the Borough any amount received from State Disability; provided further that full pay for major illness will be limited to 90 days, during the 90-day period the employee must sign over the check s/he received from State Disability or Worker's Compensation to the Borough and the Borough will issue a check for full salary/pay. After 90 days, the employee receives only State Disability or Worker's Compensation.

- G. Upon recommendation of the Chief Financial Officer, the employer may grant written permission for an employee to take leave not in excess of one (1) year without pay for restoration of health, provided all sick leave and only compensatory time has been first exhausted.
  - 1. A doctor's certificate may be required by an Employer prior to the granting of such leave.



## ARTICLE XIX

### JURY/COURT LEAVE

- A. Any regular employee who is required to serve on a jury, or as a result of official Borough of Runnemede duties is required to appear before a court, legislative committee or quasi judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay less any amount received for such service. A probationary employee called will have his/her probationary period extended to by the same amount of time as required for serving on jury duty. An employee who receives notice of jury duty or witness service must notify his/her supervisor immediately in order that arrangements may be made to cover the position. The Borough reserves the right to request that an employee who is called for jury be excused if their absence would create a hardship on the operational effectiveness of the department to which they are assigned.
- B. The employee is responsible to turn over jury or witness fees to the Finance Department, excluding mileage fees.
- C. Time away will not affect vacation, sick leave or personal leave accruals.
- D. Employees who appear in court as the plaintiff or defendant in any action not related to their official duties shall not be paid for time away from work unless that time is accrued vacation or personal leave. Court payments for travel expenses are to be retained by the employee.
- E. The employee may keep any court payment for services performed on the days of his/her regularly scheduled weekend or performed while on vacation or personal leave.
- F. Employees are to return to work after jury duty although no more than the regularly scheduled number of hours for both jury duty and work shall be required. If excused as a juror on any given day, the employee is expected to contact his/her supervisor and to report to work as instructed.
- G. The Borough may require employees to supply documentation, not only of a subpoena for jury duty, but also a slip from the jury manager verifying actual attendance at jury duty.

## ARTICLE XX

### MILITARY LEAVE

A. Application: This Article applies to all Borough employees who are affiliated with the United States Armed Forces, National Guard or Coast Guard.

B. Employer's Responsibilities:

1. The Borough is obligated to release employees for service with the Armed Forces when the employee participates in:
  - a. Annual Training (Summer Camp)
  - b. Active Duty Training (School)
  - c. Inactive Duty Training Assemblies (Weekend drills)
  - d. Extended leave of absence for voluntary active duty service (Enlistment)
  - e. Involuntary call-up
2. Military leave of absence shall result in no loss of seniority status or benefits which would have normally accrued if the employee had not been absent for such purposes.
3. The Borough is obligated to grant Military Leave with pay to the employee for absences not exceeding ten (10) calendar days per year. The Borough will not require the employee to use normal annual leave (accrued vacation) for such purposes. The employee may, however, request use of vacation, compensatory time, or leave without pay to supplement absences exceeding those covered by the ten day Military Leave allowance,
4. An employee who is called to or service with the armed forces of the United States or the New Jersey National Guard is eligible for reinstatement in his/her position upon completion of service, providing that the period of service is four years or less.
5. The Borough will make a reasonable effort to adjust work schedules and assignments to accommodate employees fulfilling military obligations.

C. Employee's Responsibilities

1. The employee is responsible to provide to their department head copies of all military orders which will result in a leave of absence for active military duty. Orders must specify the duties of absence, promulgation authority, letter order number and signature of issuing authority. Employees are required to notify their supervisors at the earliest possible

date upon learning of scheduled military duty.

2. Employees who fail to return to work on the date specified in the leave request without receiving an extension in advance are subject to disciplinary action up to and including termination.
3. Inactive duty training dates (weekend drills) should be provided to the department head as soon as available if the dates conflict with scheduled employment with the Borough.
4. Extended leave of absence (exceeding 10 calendar day-allowance) will be pursuant to the policy on LEAVE OF ABSENCE WITHOUT PAY.

D. Accounting Procedures:

1. All military leaves will be processed via the Change in Status form.
2. Military Leave (10 calendar day military leave allowance) will be accounted for in increments of 24 hour periods (from 0001 hours to 2400 hours).
3. It is the responsibility of the official verifying time cards in each department to annotate the use of military leave on the employee's monthly time card. Military leave will be registered on the time card by use of the letter ML.
4. The Finance Department is responsible for the creation and maintenance of an annual military Leave Register for each affected employee to ensure accurate accountability of leave expended.

ARTICLE XXI

LIFE INSURANCE

- A. The Borough will provide life insurance to the employee under the provisions of the New Jersey Public Employee Group Life Insurance Plan.

## ARTICLE XXII

### MEDICAL INSURANCE/HOSPITALIZATION (NEW TITLE)

- A. The Borough agrees to provide each employee and his or her dependants covered under this agreement with the Patriot V Health Plan or equivalent, in effect at the time of signing this agreement. The employee shall contribute an amount equal to one and one half (1 ½ %) percent of their salary toward the cost of medical/hospital premiums, payable in equal installments from each payroll.
- B. The Borough agrees to provide the employees covered under this agreement and his/her dependents with a prescription plan. The employee shall be responsible for paying 20% of the cost of a prescription.
- C. The Borough agrees to provide the employees covered under this agreement and his/her dependants with the Delta dental plan or equivalent.
- D. The Borough agrees to continue to provide to the employees the optical plan in effect as of January 1, 2007.
- E. Any employee that is disabled in the line of duty will receive pay for disablement and that will be the sole discretion of the Workman's Compensation Board.
- F. Any unit member employee eligible to participate in the Borough's health care plan shall have the option to waive off the Borough's health benefits policy and receive 25% of the actual cost savings to the Borough which shall be paid to the employee, less any applicable deductions, at the end of the benefit/policy cycle for which the employee waived her/his right to benefits participation. A waiver must be completed as to all benefits, irrevocable for the applicable benefits period and unequivocal. Provided further that the employee must certify that s/he has health care coverage through another plan (hereinafter "alternate coverage") and that in the event of a "life event" (unemployment, divorce, death and like circumstances) which would deprive the employee of alternative coverage, the employee shall be permitted to re-enroll in the Borough's plan in accordance with the plan rules and regulations in effect at that time. In the event, that the insurance provided by the Borough shall be the New Jersey State Health Plan, then the maximum payment to an employee who waives off the Borough health benefits shall not exceed five thousand (\$5,000.00) dollars. In the event that the employee and the employee's spouse/domestic partner are also covered by the New Jersey State Health Benefits Plan then their shall be no reimbursement.

## ARTICLE XXIII

### RETIREMENT, SEPARATION OR DEATH

- A. It is acknowledged by and between the parties that the regular salary of the employees covered under this agreement shall be as detailed in the following chart with the understanding that the compensation for Firefighters/EMTs is based on a forty-five (45) hour week and that the compensation for the Deputy Chief is based on a forty (40) hour week.
  
- B. The Employer shall assume the cost of healthcare, including prescription and dental benefits for the employee and dependents when said employee retires with twenty-five (25) or more years of service to the Employer, provided, however, the retired employee must contribute to the cost of the healthcare plans to the same extent as active employees are contributing.
  
- C. Upon notice of retirement, the employee may elect to use all of her/his remaining leave time balances.

Starting at age 65, the employee shall be responsible to obtain medicare part B at their own expense. At this time, the Employer's healthcare plan shall be deemed secondary coverage.

- D. Death in the Line of Duty - "If a firefighter dies in the line of duty as determined by New Jersey State Law, the surviving spouse and dependents shall be covered by medical benefits until his/her status in life changes (remarried, employment, etc.) or for five (5) years, whichever is first."

ARTICLE XXIV

SEVERABILITY

- A. In the event that the provisions of this agreement between the parties shall be held by operation of law or by a court administrative agency of competent and final jurisdiction to be invalid and unenforceable, the remainder of the provisions of such agreement shall not be affected thereby, but shall continue in full force and effect.
  
- B. It is further agreed that in the event any provision is declared to be invalid or unenforceable the parties shall meet with thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

ARTICLE XXV

SUCCESSORS AND ASSIGNS

- A. This agreement shall be binding upon the parties hereto, and their successors, administrators, executors and assigns.



ARTICLE XXVI

NO STRIKE CLAUSE

- A. The Borough shall institute no lock out of employees during the term of this agreement.
  
- B. The Union agrees that during the term of this agreement neither members nor its officers, or employees will engage in, encourage, sanction or any strike or work stoppages. In the event that Union members participate in such activities in violation of the provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. The Borough may discipline any employees participating in these prohibited activities.

ARTICLE XXVII

SUBCONTRACTING

- A. In the event that the Employer finds that it is necessary to contract out work performed by the members of the bargaining unit, its representative shall notify the Union not less than 30 days prior to the effective date of the contracting out and meet with the Union to discuss ways to alleviate the necessity to contract out the work.

ARTICLE XXVIII

EMPLOYEES' RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, as amended Chapter 123, Public Laws 1974, the Borough hereby agrees that employees of the Borough shall have the right to freely organize, join or support the Union and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the Law of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Law 1968, as amended Chapter 123, Public Law 1974, New Jersey Statute 34, the laws of the State of New Jersey and the United States that will discriminate against employees with respect to hours, wages or any terms or condition of employment by reason of his membership in the Union or its affiliates, collective negotiations with the Borough, or his/her institution of any grievance, complaint or any other proceeding under this agreement with respect to any terms or conditions of employment.
  
- B. No employee shall be prevented from wearing any pins or other identification of membership in the Union or its affiliates.

## ARTICLE XXIX

### LAYOFF AND RECALL

- A. If the Employer finds it necessary to layoff employees due to lack of work, the following procedures shall be implemented:
- B. The Employer shall communicate its decision to the Union no less than 15 days prior to implementation.
- C. The Union will have the opportunity to confer with the Employer regarding the layoff prior to the implementation thereof and to discuss suggestions relating to increasing efficiency of the affected positions, including the redesign of the positions, changes in job duties, enhanced use of technology and other means in order to avoid the necessity of a layoff.
- D. The parties, if appropriate, will consider voluntary layoffs.
- E. Should it become necessary to lay off an employee covered by this Agreement, the employee will be laid off by inverse order of seniority, except as may be required by law and provided the remaining employees are qualified to perform the available work.
- F. Any affected employee shall be able to exercise bumping rights against an employee with less seniority provided that the employee is qualified to perform the job in question.
- G. Employees shall be recalled in reverse order of their layoff, except as may be otherwise required by law and provided that the employee to be recalled is qualified to perform the available work.
- H. An employee who has been laid off or displaced for less than one (1) year shall have the right of recall to any available vacant position for which the employee is qualified.

ARTICLE XXX

COMPENSATION

- A. It is acknowledged by and between the parties that the compensation shall be as follows:

	<u>2010</u>	<u>2011</u>	<u>2012</u>
Firefighters/EMT*	\$47,410.00	\$48,910.00	\$50,410.00
Deputy Chief/Fire Marshal*	\$61,508.00	\$63,008.00	\$64,508.00
Fire Inspector <sup>1</sup>	\$ 1,150.00	\$ 1,300.00	\$ 1,500.00
Training Officer <sup>1</sup>	\$ 1,150.00	\$ 1,300.00	\$ 1,500.00
Deputy Emergency Management Coordinator <sup>1</sup>	\$ 300.00	\$ 300.00	\$ 300.00
Emergency Management Coordinator <sup>1</sup>	\$ 300.00	\$ 300.00	\$ 300.00
Emergency Services Coordinator <sup>1</sup>	\$ 3,863.46	\$ 3,863.46	\$ 3,863.46

- B. Any new appointments will have a starting pay negotiated based on Education and Experience at time of appointment.
- C. All movement on the compensation guide shall take effect on the 1st pay after his/her anniversary date.

\*Minimum of seven (7) years experience.

<sup>1</sup> Additional stipends if additional duties are performed by the employee under the appropriate categories. See Article XXXVIII for additional definitions and additional compensation.

The starting salary for new Firefighter/EMT for each year of the contract shall be \$29,000.00.

ARTICLE XXXI

PUBLIC SAFETY COMMITTEE

- A. A Public Safety Committee is established consisting of the members of the Runnemede Borough's Governing Body's Public Safety Committee, including the Chief Financial Officer, Director of Public Safety and three members of the Rank & File of the Union, including the shop steward to discuss issues of concern. A meeting may be called by either party upon five (5) days written notice to the other party.

ARTICLE XXXII

PERIOD OF CONTRACT

- A. This contract and its financial provisions shall be retroactive and shall cover the period from January 1, 2010, until December 31, 2012.
- B. Contractual negotiations for the replacement of this agreement will commence no later than September 1<sup>st</sup> of the last year of this agreement.

ARTICLE XXXIII

POLICY MANUAL

- A. Any provision not specifically outlined in this contract shall be controlled by the Borough of Runnemede Policy and Procedures Manual.



ARTICLE XXXIV

RETROACTIVE PAY

- A. It is understood and agreed by all parties to this Agreement that all provisions referred to in this Agreement will be retroactive to January 1,2010. When this contract has been settled and ratified by all parties, all salaries will be adjusted to the current rate of this contract and all monies due will be paid to all employees within thirty (30) days of said ratification.

ARTICLE XXXV

PERSONNEL/ STAFFING

- A. The Runnemedede Fire Department shall have a minimum of (3) personnel, to include Firefighter/EMTs and one Deputy Chief.
- B. The minimum staffing shall be two Firefighter/EMTs.

ARTICLE XXXVI

PENSIONS

- A. All employees shall retain all pension rights afforded to them under the Police and Firefighters Retirement System.

## ARTICLE XXXVII

### CLOTHING AND UNIFORM ALLOWANCE AND MAINTENANCE

- A. The Borough will issue to all newly hired employees all uniforms and turnout gear according to the clothing allowance as set forth below. All clothing shall meet N.F.P.A. and O.S.H.A. requirements.
- B. Each successive year, every employee will receive replacement items if, in the opinion of the Public Safety Committee, an item requires replacement.
- C. The Borough will be responsible for the cost of changes in uniform and turnout gear, required by law, and replacing any turnout gear damaged or contaminated in the line of duty.
- D. When working in and around stations and grounds, the uniform shirt may be removed (but employee must wear department issued undershirts). The Public Safety Committee shall determine the proper uniform for the work being performed.
- E. Each Firefighter shall be entitled to an annual maximum to be used for purchase of items appearing on the clothing allowance list under Appendix A. The annual maximum for 2010 shall be \$700.00, for 2011 shall be \$725.00, and for 2012 shall be \$750.00. All purchases shall be done through a vouchering system so that items are ordered through the employer's Chief Financial Officer.
- F. Gear - Starting in 2011, one set of running gear will be replaced every year.
- G. Boots - The Borough will purchase one pair of leather structural fire fighting boots for employees every five years.
- H. New Hires shall receive clothing as outlined in Appendix A attached hereto and shall not be entitled to an annual allowance for their first year of employment.

ARTICLE XXXVIII

TRAINING/EDUCATION PROVISIONS

A. Whenever the Public Safety Committee requires schooling or training, any duty member that is attending the school/training and any member that covers for on duty personnel shall receive compensation at the rate of one and a half times his regular rate each hour worked. Employees shall have the option of selecting compensatory time off in lieu of payment. Said time shall be credited at one and one half hours for each hour worked. The time will be returned at the discretion of the Chief Financial Officer, schedule permitting, upon successful completion of the course.

B. Compensation shall be given to an Employee for each of the following:

1. Twenty (20) hours of outside training shall be available each year of this contract to be paid at time and one half salary.

2. Any employee receiving a fire inspector license from the NJDCA shall receive a stipend as detailed in Article XXX. The stipend is incorporated into the normal salary payments to the employee. For future inspectors, payments shall begin the first full quarter after the certification. There shall be a limit of three inspectors.

3. The Training Officer shall be compensated for OSHA and Fire Department training as outlined in Article XXX and said stipend shall be incorporated into the normal salary payments to the employee. There shall also be one training official who shall also receive a stipend.

4. College Incentive

A. Incentive for College degree is:

In the event that the employee undertakes college credits that are job related (i.e. public administration and/or fire science) then there shall be an annual stipend as follows:

Associate Degree (60 credits from an accredited college)	\$250.00
Bachelor Degree (from an accredited college)	\$500.00
Masters Degree (from an accredited college)	\$1,000.00

This incentive is paid on the first of the year following the attainment of the degree recited above. The employee must provide an official transcript from a certified educational institution by November 1<sup>st</sup> to be eligible for the incentive. The incentives, as indicated above, shall be annualized as part of the regular payroll of the employee.

ARTICLE XXXIX

FULLY BARGAINED PROVISIONS

- A. This Agreement incorporates the entire understanding of the parties in all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter unless otherwise herein specifically provided for whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

ARTICLE XL

DRUG TESTING POLICY

- A. The members agree to participate in a mutually agreed drug testing policy between the union and the Borough of Runnemede.
- B. Any changes to the drug testing policy shall be negotiated through the union.

## ARTICLE XLI

### OFF SHIFT RESPONSE

- A. It is mutually agreed that it may be advantageous to the Borough and the Union to have employees respond when not on duty. Employees may recall to duty for task force assignments, technical rescues, "All Hands" incidents, or a declaration of a "State of Emergency" during the periods when not on duty. These responses shall be treated as paid overtime at 1 1/2 times the employee's regular hourly rate of pay and shall be limited to the actual time of the response.
  
- B. It is further agreed that it is advantageous to the Borough and the Union to permit employees who are in station immediate prior to the start or immediately after the end of their shifts, respectively, to respond immediately to any emergent or non-emergent calls for service or to address other service concerns which may occur. Such incidents at the end of a shift shall be calculated as a continuation of the shift for purposes of overtime; these occurring prior to the start of a shift will be treated as "early starts" and counted as overtime for the shift impacted.

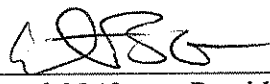


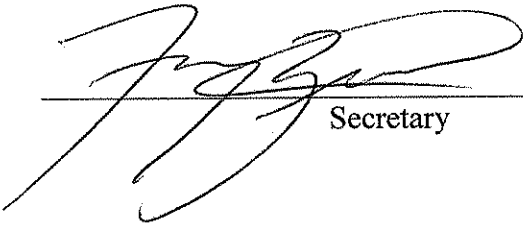
This Agreement made by and between the Borough of Runnemede, and the Camden County Uniformed Fire Fighters Association, International Association of Fire Fighters Local 3249, AFL-CIO-CLC;

Whereas, the parties after due negotiations and consideration did enter into a collective bargaining agreement which covers the years 2010, 2011 and 2012.

In Witness Whereof, the parties hereto have hereunto set their hands and seals this 15th day of March, 2011.

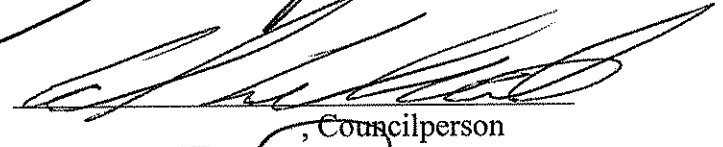
FOR THE UNION:

  
\_\_\_\_\_  
IAFF Local 3249      President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Councilperson

  
\_\_\_\_\_  
Councilperson

  
\_\_\_\_\_  
Councilperson

Appendix A

Clothing Allowance List

- A. The clothing list shall be as follows:
- (5) Uniform Short Sleeve Shirts with name embroidered
  - (5) Uniform Long Sleeve Shirts with name embroidered
  - (5) Uniform Pair of Pants
  - (5) 100% cotton "Runnemedde Fire Department issued T-Shirts
  - (5) Mock Turtle Neck Shirts
  - (2) Collared Sweat Shirt (Job Shirt) with name embroidered
  - (2) Pair of Black Boots (\$125.00 maximum expenditure by the Borough)
  - (2) Badges
  - (1) Black Belt
  - (1) Uniform Winter / Spring Coat
  - (1) Class 3 Reflective Vest
- B. The designated uniform will be mutually agreed upon by the Director of Public Safety or his designee and the Association.