

MAE  
HEK

6/1/94  
MASTER  
Special CHFD 13  
Commissioners Meeting  
D.I.A.  
C.M.D.  
The  
2425

AGREEMENT

BETWEEN

BOARD OF FIRE COMMISSIONERS  
FIRE DISTRICT NUMBER 13  
CHERRY HILL TOWNSHIP  
CAMDEN COUNTY  
NEW JERSEY

AND

CHERRY HILL SUPERIOR FIRE OFFICERS ASSOCIATION  
I.A.F.F. LOCAL NO. 3198  
AFL-CIO/CLC

JANUARY 1, 1994 through DECEMBER 31, 1996

mas  
AKK

D.L.D.  
AMB  
RAC  
mm

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE NO.</u>
	Preamble	4
	Purpose	5
I	Recognition	6
II	Non-Discrimination	7
III	Local Rights and Responsibilities	8
IV	Management Rights and Responsibilities	11
V	Leave of Absence	12
VI	Maintenance of Operations	13
VII	Grievance Procedure	15
VIII	Compensation	19
IX	Sick Leave	20
X	College Incentive Program	23
XI	Exchange of Hours of Duty	24
XII	Hours and Overtime	25
XIII	Safety Committee	29
XIV	Holidays	29
XV	Vacations	30
XVI	Separation, Death and Retirement	32
XVII	Service Records	34
XVIII	Bulletin Board	35
XIX	Bereavement Leave	36
XX	Travel Expenses	36
XXI	Hospitalization and Medical Benefits	37
XXII	Military Leave	40

*MB*  
*REK*

*D. L. D.*  
*MB*  
*REK*  
*mm*

TABLE OF CONTENTS  
(Continued)

XXIII	Personal Days	40
XXIV	Communicable Disease	41
XXV	Statutory and Legal Rights	42
XXVI	Separability and Savings	42
XXVII	Superseding Clause	43
XXVIII	Maintenance of Benefits	43
XIX	Fully Bargained Provisions	44
XXX	Clothing Allowance	44
XXXI	Resolutions and Policies	45
XXXII	Dues and Agency Shop	46
XXXIII	Appendices and Addendums	49
XXXIV	Injury Leave	49
XXXV	Retroactive Pay	53
XXXVI	Promotions	53
XXXVII	EMS Work	54
XXXVIII	Acting Out of Title	55
XXXIX	Physical Fitness Period	55
XL	Duration, Term and Renewal	56
APPENDIX A	Salary	58
APPENDIX B	Longevity	59
APPENDIX C	Clothing	60

*MAE*  
*REK*

*D.L.D.*  
*MAE*  
*REK*  
*mm*

**PREAMBLE**

This Agreement is entered into this 25th day of May, 1994 by and between the Board of Fire Commissioners for Cherry Hill Township Fire District No. 13 in the County of Camden, New Jersey, a municipal body of the State of New Jersey (hereinafter called the "Board"), and the Cherry Hill Superior Fire Officers Association, I.A.F.F. Local No. 3198, AFL-CIO/CLC (hereinafter called the "Local").

MBT  
HEK  
**PURPOSE**

D.L.D.  
MBT  
HEK  
HEK

This Agreement is entered into with the Board to promote and ensure harmonious relations, cooperation, and understanding between the Board and its Local represented employees; to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and effectuated in the best interests of the residents of Fire District Number 13 and the Township of Cherry Hill, the Board of Fire Commissioners District Number 13 and its employees.

*MSL  
SKK*

*D.L.D.  
JMS  
W*

ARTICLE I  
RECOGNITION

A. The Board, pursuant to Resolution 93-10-17 dated October 18, 1993, recognizes the Local as the representative for the purpose of collective negotiations for all employees covered in the aforementioned Resolution and more specifically, the PAID FIRE OFFICERS, LIEUTENANTS, CAPTAINS, BATTALION CHIEFS, DEPUTY CHIEFS, LIEUTENANT/SHIFT SUPERVISOR, CAPTAIN/STATION COMMANDER, MOTOR MAINTENANCE OFFICER, DATA MANAGEMENT OFFICER, FACILITIES/EQUIPMENT OFFICER, ACCOUNTING OFFICER, ASSISTANT FIRE MARSHAL/INSPECTIONS, ASSISTANT FIRE MARSHAL/PUBLIC EDUCATION, DEPUTY FIRE MARSHAL, DEPUTY FIRE OFFICIAL, ASSISTANT TRAINING OFFICER, TRAINING OFFICER, FIRE OFFICIAL, FIRE MARSHAL, DEPUTY CHIEF/OPERATIONS, DEPUTY CHIEF SUPPORT SERVICES, DEPUTY CHIEF/FIRE MARSHAL, AND DEPUTY CHIEF/ADMINISTRATION of Fire District 13 Cherry Hill, New Jersey.

B. Unless otherwise indicated, the terms "Fire Officer, Officers, and Employee or Employees" when used in this Agreement, refer to all persons represented by the Union in the above defined negotiating unit.

C. This Agreement excludes Fire District Number 13 Fire Chief, Paid Fire Fighter, Fire Fighter/Mechanic, and Fire Prevention Specialists.

*MZ*  
*FEK*

*D.L.D.*  
*QMB*  
*RAC*  
*hrr*

ARTICLE II

NON-DISCRIMINATION

There shall be no discrimination by the Board or the Local against any employee because of race, color, creed, age, sex, national origin, marital status, membership or non-membership in the Local, and participation or the lack thereof in legal Local activities as permitted herein. The Board shall not discriminate against any employee because of political affiliation or activity, except as is consistent with State and Federal Laws.

*MB*  
*AK*

*D.L.D.*  
*AMB*  
*RAE*  
*W*

ARTICLE III

LOCAL RIGHTS AND RESPONSIBILITIES

A. Authorized representatives of the Local, whose names shall be filed in writing with the Board, or their designee, shall be permitted to visit any fire facility within Cherry Hill Township without loss of pay for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Fire Chief, or such other individual designated by the Board in writing to perform such task, on condition that such prior approval shall not be unreasonably withheld. Only one (1) authorized Local representative shall be granted such permission. The Local representative shall not unreasonably interfere with the normal conduct of the work within the fire facility.

B. Official representatives of the Local, pursuant to State Law, will be granted administrative leave with pay in accordance with the provisions of N.J.S.A. 40A:14-177.

C. Up to a maximum of two (2) authorized Local Representatives shall be excused from their normal duties without loss of pay to participate in negotiations for the renewal of this Agreement or the execution of a new Agreement. Such representatives shall attend negotiations sessions, if on duty, in the appropriate uniform and be available for duty in the event the need arises.



*MBS*  
*REK*

*D. X. J.*  
*MWS*  
*RAC*  
*mm*

D. The President, or in his absence, any designated member of the Local shall have the right while on duty without loss of pay to investigate and/or process grievances, and to attend Local Union business functions within Cherry Hill upon direct application to the Fire Chief, or such other individuals designated by the Board in writing to perform such task, and such approval shall not be unreasonably withheld.

E. Copies of disciplinary charges or other notices relating to disciplinary action, shall be furnished to the Local upon written authorization to the Board by the employee. The Board shall maintain a file of written refusals by members to authorize the Board to forward such documents to the Local. Copies of all disciplinary charges or notices relating to disciplinary action shall be furnished to the President or Shop Steward of the Local against any member or non-member within 72 hours of the presentation of charges.

F. The Local 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, and the Local recognizes that the conditions set forth in this Article shall be subject to the mission of the Board.

*me*  
*AKK*

*D.L.D.*  
*AKK*  
*AKK*  
*AKK*

G. Two (2) members of the Local shall be permitted to attend Local meetings within Fire District 13 while on duty without loss of pay, in their local response district. Members shall remain available for immediate return to duty should the need arise. Prior approval for said attendance shall be granted by the member's on duty supervisor, but may be reasonably denied.

H. The President, or designee, and the State delegate of the Local shall be granted administrative leave not to exceed an aggregate of ten (10) days per annum for attendance at State and/or International meetings. The Local shall submit a written explanation for the purpose of attending said affairs upon request of the Board representative.

J. The Shop Steward/Representative shall be present when it is felt by the <sup>Fire Officer D.L.D. (NVP) AKK, AKK</sup> ~~Firefighter~~ that he/she is being questioned for discipline or investigation purposes.

*MSK*  
**ARTICLE IV**

*W.L.A.  
J.M.  
R.R.  
M.*

**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 of 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 Board and its properties and facilities and the activities of its employees;
2. To hire all employees, and to the provisions of law, to determine their qualifications for continued employment, or assignment, and to promote and transfer employees;
3. To suspend, demote, discharge or take any disciplinary action for good and just cause according to law.

B. Pursuant to the Laws of the State of New Jersey and of the United States, the exercise of foregoing powers, rights, authority, duties or responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the 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.

*MJ*  
*REK*

*D. Y. D.*  
*CHAMBERS*  
*REK*  
*Jan*

**ARTICLE V**

**LEAVE OF ABSENCE**

A. Leave of absence without pay in the discretion of the Board, may be granted for good cause to any employee who has been employed for a period of ninety (90) days, after the one (1) year probationary period. This leave of absence will be limited to one (1) year.

B. During a leave of absence, the Board will not be responsible to provide the employee with the benefits provide within Article XXI. However, if the employee wishes that coverage to be extended to him during that leave, the Board will provide said coverage. The fee for the coverage must be reimbursed by the employee prior to the Board being billed.

C. The time period during a leave of absence will not be credited towards that employees years of service.

*MSF*  
*AKK*

ARTICLE VI

MAINTENANCE OF OPERATIONS

*d. h. d.*  
*AMB*  
*RAC*  
*mm*

A. It is recognized that the need for continued and uninterrupted operation of the Board's Departments and Agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

B. Neither the Local nor any person acting on its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employees duties of employment), work stoppage, slowdown, sickout, walkout, or other illegal job action against the Board.

C. The Local agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any such action by another employee or group of employees of the Board.

D. In the event of a strike, slowdown, work stoppage, sickout, or other activity aforementioned, it is agreed that participation in any such activity by any employee covered under the Agreement shall entitle the Board to take legal and statutory remedies.

*mm*  
*AK*

*D.H.D.*  
*AMV3*  
*RAC*  
*mm*

E. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in Law or equity for injunction or damages, or both in the event of such breach by the Local or its members.

F. "Sick Out" shall be defined as the unexcused absence of forty (40) percent or more of the members of the Bargaining Unit scheduled and assigned to work that day.

① Upon the occurrence of a "sick out" as defined above, each member who has reported in sick shall be examined by a physician of his choice within 24 hours of the time reporting sick and such member shall submit a report from said physician indicating the nature of the employee's illness and recommendations therefore. Said report is to be delivered to the Chief of District 13 within 24 hours of the time of his examination by his physician.

*The Chief shall have the option to request the employee to be*

2. A determination of whether such employee is of sufficient good health to carry out his assigned duties shall be made by the Chief of District 13 taking into account said physician's report and recommendations. A determination that such employee is not of sufficient good health to carry out his assigned duties shall be an excused absence.

*examined by a physician of the Chief's choice with cost to be borne by the Board.*

*AMV3*  
*D.H.D.*  
*RAC*  
*mm*

*ml  
KEL*

*D.A.  
MUR  
RAC*

3. In the event that the Chief of District 13 determines that the employee was in sufficient good health to carry out his assigned duties, said employee shall be subject to disciplinary action up to dismissal. Procedures as outlined in the District's Rules & Regulation manual shall govern except that the Board's decision may be appealed to Binding Arbitration. Said appeal must be filed within ten (10) working days of the Board's decision. The Arbitrator shall be chosen in accordance with the rules of the Public Employees Relation Commission. The costs shall be borne equally between the Board and the appealing party.

## ARTICLE VII

### 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 Department staff.

3. Nothing herein shall be deemed to deny the employees of their statutory or other legal rights concerning

*MSF  
KHK*

*D. L. D.  
G. W. B.  
R. K. E.  
m*

discipline. Nothing herein shall be deemed to deny employees of their rights to pursue any other statutory or legal remedies in lieu of resort to the Grievance Procedure.

**B. DEFINITION**

The term grievance as used herein means any controversy arising over the interpretation, application or alleged violation of policies, Agreements and administrative decisions affecting the terms and conditions of employment, and shall be raised by an individual, the Local on behalf of an individual or a group of individuals, or the Board.

**C. STEPS OF THE GRIEVANCE**

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.

**1. STEP ONE.**

a. An aggrieved employee or the Local on behalf of any aggrieved employee or employees or the Board shall institute action under the provisions hereof within twenty (20) days of the occurrence of the grievance and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate supervisor, for the purposes of resolving the matter informally. Failure to act within said twenty (20) days shall be deemed to constitute an abandonment of the grievance. If a resolution of the grievance has not been reached within five (5) days of the informal discussion, the grievance may proceed to STEP TWO.



*MS*  
*AKK*

*D.L.D.*  
*AKK*  
*RAC*  
*m*

**2. STEP TWO.**

a. In the event a satisfactory settlement has not been reached at STEP ONE, the grievant may within five (5) days of the immediate supervisor's decision, file his written grievance with the Chief of District 13. The written grievance at this Step shall contain the relevant facts and the summary of the preceding oral discussion, the applicable section of the Agreement violated, and the remedy requested by the grievant.

b. The Chief of District 13 shall review the matter and submit a determination in writing within ten (10) days of receipt of the grievance.

**3. STEP THREE:**

a. In the event a satisfactory settlement has not been reached at STEP TWO, the grievant may within five (5) days of the Chief's decision, file his written grievance with the Board of Fire Commissioners. Referral of grievance at this Step shall contain and include copies of all documents previously submitted by and between the parties.

b. The Board of Fire Commissioners shall review the decision of the Chief and within ten (10) days from the receipt of the grievance make a written determination.

**4. STEP FOUR:**

a. In the event the grievance has not been resolved at STEP THREE, the Local may within ten (10) working days of the Board's decision, request arbitration. The arbitrator shall be chosen in accordance with the Rules of PERC.

not  
check

D. I. D.  
O. M. P.  
R. A. K.

b. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Board. In the event the aggrieved elects to pursue other remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The Local shall pay whatever costs it may have incurred in processing the case to arbitration.

c. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, subtract from, or otherwise modify this Agreement (or any amendment or supplement thereto) or render any decision in conflict with this Agreement. In formulating his decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable.

d. The costs for the services of the arbitrator shall be borne equally by the Local and the Board, unless the Local elects to withdraw, in which case and fees of PERC, shall be paid by the Local. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

e. The arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing, unless agreed to otherwise by the parties. The decision of the arbitrator shall be final and binding.

*not  
KPK*

*P.L.D.  
GMB  
RHK  
m*

5. No response at any step in this procedure by the Board or its agents shall be deemed to be a negative response. Upon the termination of the applicable time limits the grievant may proceed to the next step.

D. Group grievances which shall be defined as those affecting "substantially" all of the members of the Local shall be filed by the Local and by the Local only at STEP THREE.

E. Time limits may be extended by the parties by written mutual Agreement.

**ARTICLE VIII  
COMPENSATION**

A. Effective January 1, 1994 fire officer salaries will be as follows:

- 1. The general wage scale is as follows:
 

Lieutenants:	\$49,050.00
Captains:	\$53,465.00
Battalion Chiefs:	\$58,275.00
Deputy Chiefs:	\$63,520.00

B. Effective January 1, 1995 there will be a four (4%) percent increase across the board per step and rank for employees covered by this Agreement. The wage scale is as reflected in Appendix A annexed hereto.

*msd  
KIK*

*D.P.P.*

*Janis  
RAC  
mm*

C. Effective January 1, 1996 there will be a four (4%) percent increase across the board per step and rank for employees covered by this Agreement. The wage scale is as reflected in Appendix A annexed hereto.

D. Each member of the bargaining unit who has completed five (5) full years of continuous service, excluding the one (1) year probationary period, shall receive longevity pay as follows:

6 - 9 years inclusive	6.0% of annual base
10 - 14 years inclusive	6.5% of annual base
15 - 19 years inclusive	7.0% of annual base
20 - 24 years inclusive	7.5% of annual base
25 years and over	8.0% of annual base.

*msd  
RAC  
mm*

Such longevity pay shall begin on the employee's anniversary of employment and be paid once a year, the first pay period in ~~November~~ <sup>December</sup>. The longevity scale is as reflected in Appendix B annexed hereto

E. Under normal circumstances, payroll will be distributed at 1500 hours on Thursdays.

**ARTICLE IX  
SICK LEAVE**

**A. 53 HOUR EMPLOYEES.**

1. Paid sick leave shall be earned at the rate of nine (9) twenty-four tours of duty (216 hours) per year subsequent to January 1, 1994.

*not  
KIK*

*W.R.D  
Munby  
RAE*

2. Sick leave is defined as a temporary inability to perform one's duties by reason of personal or immediate family injury, illness or disease. Sick time utilized to care for family members will be charged against the employee's sick time. A total of five (5) twenty-four <sup>hour</sup> tours of duty (120 hours) per year shall be allowed to care for family members, with additional days provided at the discretion of the Board.

3. Sick leave accumulated prior to January 1, 1994 shall be retained in full and paid at retirement based upon the retirement rate of pay.

4. Sick leave accumulated subsequent to January 1, 1994 shall be retained in full and paid at retirement at the rate of pay at which it was earned.

5. In utilizing sick leave for injury, illness, or disease, the sick days earned in the year in which the employee is injured or ill shall be used first. After the current year's sick leave is exhausted, <sup>work service forfeited</sup> illness or injury shall be charged against sick days earned prior to January 1, 1994 starting with the oldest days.

**6. EMPLOYEES HIRED PRIOR TO JANUARY 1, 1985**

As of January 1, 1985, all accumulated sick leave earned by members of this bargaining unit shall be vested, preserved and "grandfathered" and shall be payable at the rate of pay as set forth in Paragraphs 3 and 4 hereof. Each member of the bargaining unit shall be entitled to accumulate a maximum of two hundred (200) unused sick days, for which payment shall be made upon retirement at the rate set forth in Paragraphs 3 and 4 hereof.

*met  
KPK*

*D.R.D.  
RAC  
h*

**7. EMPLOYEES HIRED AFTER JANUARY 1, 1985**

For employees hired after January 1, 1985, unused sick leave shall accumulate without limitation from year to year of employment. Upon retirement, said employees shall receive payment for fifty percent (50%) of their accumulated sick leave days, up to a maximum of two hundred (200) days. <sup>50% of 200 days D.R.D. RAC</sup> Payment upon retirement for such accumulated sick leave days shall be at the rate of pay as set forth in Paragraphs 3 and 4 hereof. *met KPK*

**8. EMPLOYEES HIRED AFTER JANUARY 1, 1987**

For employees hired after January 1, 1987, unused sick leave shall accumulate from year to year without limitation. There shall be no payment upon retirement for any accumulated sick leave days.

9. Fire officers shall be required to furnish a doctor's certificate to substantiate requests for approval of sick leave, when sick leave EXCEEDS three (3) consecutive work days.

**B. 40 HOUR EMPLOYEES.**

1. Paid sick leave shall be earned at a rate of fifteen (15) tours of duty (Total hours will be based on the amount of hours an employee works in a day, i.e. 8 or 10 hours) per year subsequent to January 1, 1994.

2. Sick time utilized to care for family members will be charged against the employee's sick time. A total of seven (7) tours of duty (Total hours will be based on amount of hours an employee works in a day, i.e. 8 or 10 hours) shall be allowed to care for family members, with additional days provided at the

*MO*  
*REK*

*D.H.P.*  
*Quinn*  
*RAC*  
*Wm*

discretion of the Board.

3. Paragraphs 3 to 9 as defined in Section A above also apply to these employees.

**ARTICLE X**  
**COLLEGE INCENTIVE PROGRAM**

A. Each employee who enters The College Incentive Program pledges to achieve an Associates Degree in Fire Science, Administration or related field of study as designated by an institution of higher learning or the Board as being within their fire science degree program. Each employee shall give written notice to the District Chief of their intention to enter into the college incentive program.

B. Each employee shall be compensated at the rate of One (\$1.00) Dollar per month for each successfully completed credit earned at an accredited institution of higher learning provided the courses studied had the prior approval of the Board.

C. Upon presentation of proof of successful completion through institutional records, payments shall be added to the salary in the first pay period of November of each year.

D. In the event an employee does not earn any additional credits for three (3) consecutive semesters, all payments hereunder shall cease. The employee may reinstate himself in the program but

credits earned prior to his reinstatement shall not be compensated until the attainment of the Associate Degree. The employee may make application to the Board for relief from the provisions of this Section.

E. Credits earned prior to appointment to the department shall not be compensated for until the attainment of the next highest degree, either Associate or Bachelor's or Master's. However, any <sup>Fire Officer D.F.D. [initials] [initials] [initials]</sup> Firefighter that possesses an Associates or Bachelors or Master's Degree, prior to appointment, as defined in Section A of this Article, will be compensated for that Degree as defined in Section C of this Article.

F. An employee may either choose the incentive program as described in Sections A through E of this Article or be compensated for the tuition and book cost of said courses, upon presentation of proof of satisfactory completion through institutional records.

G. The highest level of compensation under this program shall be those credits up to and including the Master's Degree.

## ARTICLE XI

### EXCHANGE OF HOURS OF DUTY

A. The request for exchange of hours of duty by an employee with another employee may be granted by the Chief or his designee, provided such request has been made thorough channels and is in conformance with the needs of the District.

DID  
MAY  
RAC  
[initials]  
KEK



*msj  
KIK*

*d.k.p  
msj  
KIK  
mm*

B. In volunteering to exercise the provisions of this Article, no Firefighter shall work more than two (2) shifts and the provisions of Article XII shall not apply to the second shift unless the <sup>Fire Officer P.D. MUM RAE Wm msj KIK</sup> Firefighter is ordered to work hours in excess of his shift, in which case Article XII shall be applicable to those excess hours. Such exchange of duty hours shall not be authorized should same create an overtime situation.

ARTICLE XII

HOURS AND OVERTIME

A. 53 HOUR EMPLOYEES

1. Each employee will be scheduled to work three (3) twenty-four (24) hour tours of duty within a nine (9) day work cycle. It is mutually agreed that the schedule of work day assignments shall provide each employee with the following pattern of duty tours: One (1) twenty-four hour tour of duty; followed by one (1) twenty-four hour day off period; followed by a second twenty-four hour tour of duty; followed by a second twenty-four hour day off period; followed by a third twenty-four hour tour of duty; followed by four (4) twenty-four hour days off period. It is mutually understood that the Fair Labor Standards Act requires employers to pay overtime compensation to employees in fire suppression service when more than two hundred four (204) hours are worked within a twenty-seven (27) day work period. To avoid such overtime mandate, the parties further agree that the Fire Chief or

msy  
HEK

D. L. O  
GMB  
RAK  
m

his designee will schedule an employee to a tour of duty of less than twenty-four hours (twelve, 12) within any such twenty -seven (27) day work period. Employees will continue to receive weekly pay computed without reference to the actual hours worked under this schedule arrangement, and the weekly pay shall be computed on a yearly average basis with increment only for overtime. Meal and break time are included within the 24 hour tour of duty.

2. Employees required to work more than seventy-two (72) hours within a nine (9) day work cycle or required to work more than twenty-four (24) hours within a forty-eight (48) hour time span or required to work on any day inconsistent with the duty pattern referenced in Paragraph no 1 supra, shall be afforded the option to receive either premium pay or compensatory time as compensation therefore, which election shall exclusively be made by the employee, computed at a rate of time and one-half for each hour worked (1 1/2). Notification of said decision is to be made at time of occurrence. Premium pay or compensatory time owing to the employee hereunder shall be computed by reference to the hourly rate computed on a standard forty (40) hour work week.

3. Employees may be recalled to duty and shall be compensated for such recall by either premium pay or compensatory time computed at a rate of time and one half (1 1/2) which election shall exclusively be made by the employee. Employees shall be paid a minimum of four (4) hours, regardless of actual time recalled to duty.

*max  
KIK*

*D.H.D.  
MAY  
RAE  
hr*

4. Compensatory time earned must be utilized on or before the end of the calendar year in which it is earned. If any employee has any compensatory time accumulated at the end of the year, he or she shall be paid for such time at his or her rate of pay the last pay period in the year.

5. An employee shall be entitled to utilize earned and/or accumulated compensatory time at any date(s) of his election with the approval of the Fire Chief, or such other individuals designated by the Board in writing to perform such task, which approval shall not be unreasonably withheld. An employee who elects to receive premium pay in lieu of compensatory time shall receive such pay within the pay period the overtime occurred or the following pay period.

6. All compensatory time earned and (grandfathered by District 13) as of the date this Agreement is ratified shall be utilized in accordance with the provisions outlined in Sections 4 and 5 of this Article.

7. An employee shall receive no overtime compensation for the first fourteen (14) minutes of overtime per week. Upon attaining fifteen (15) minutes of authorized overtime in a week, the employee shall be compensated for all overtime worked that week. Overtime compensation shall be compensated in fifteen (15) minute intervals thereafter.

8. Fire Prevention/Specialists will earn eight (8) hours of compensatory time per month for stand by time.

*officers within the Fire Prevention Bureau*  
*D.H.D. MAY RAE hr*  
*fur D.H.D. (4) D.H.D. MAY RAE*

*max  
KIK*

D.L.O  
ANN  
RAC  
m

ms  
KPK

**B. 40 HOUR EMPLOYEES**

1. The regular duty schedule will provide a basic work week of forty (40) hours. Where the schedule involves regular shifts other than eight (8) or ten (10) hours the general schedule will provide offsets to ensure the maintenance of the forty (40) hour base work week during the course of the year. Meal and break time are included within the eight (8) or ten (10) hour shift.

2. The "40 Hour Employees" are also subject to the 27 day work period under the Fair Labor Standards Act. However, "40 Hour Employees" who work in excess of their regular shift (as defined in Paragraph 1 above), with the approval or request of their supervisor, shall be afforded the option to receive either premium pay or compensatory time as compensation, which election shall be made by the employee, computed at a rate of time and one half (1 1/2). Notification of said decision is to be made at the time of occurrence.

3. Paragraphs 3 to 7 as defined in Section A above also apply to these employees.

*mt*  
*RHK*

*D. L. R.*  
*Omig*  
*RHK*  
*W*

**ARTICLE XIII**  
**SAFETY COMMITTEE**

This committee, appointed by the President of the Local, will be permitted to recommend in writing any information approved by the Local to the Board, through the Chief, regarding the purchase of equipment, turnout gear, uniforms, and apparatus. This is also to include refurbishing equipment or apparatus, and altering or construction of new fire stations, and other matters relating to safety.

**ARTICLE XIV**  
**HOLIDAYS**

**A. 53 HOUR EMPLOYEES**

1. All employees will be granted for 1994, 1995 and 1996, eight (8) undesignated holidays, (192 hours), to be used at the employees discretion.

2. Holidays earned in one year must be utilized by March 31 of the succeeding year provided the Firefighter is given the opportunity to use such holidays during this period.

3. Any shift change by management will not effect any approved holiday time.

**B. 40 HOUR EMPLOYEES**

1. All employee's will be granted for 1994, 1995 and 1996, fourteen (14) undesignated holidays, (total hours will be

*ms/KEK*

*D.L.D.  
JMB  
RAE  
mm*

based on the amount of hours an employee works in a day, i.e., 8 or 10 hours ) to be used at the employee's discretion.

2. Paragraphs 2 and 3 as defined in Section A above also apply to these employees.

ARTICLE XV

VACATION

A. 53 HOUR EMPLOYEE

1. Each employee shall be entitled to annual vacation leave with pay in accordance with the following schedule:

a. During 1st calender year of employment an employee shall be entitled to 3 ~~3~~ twenty-four hour tours of duty ~~3~~ (72 hours.) (Pro Rata) *ms/KEK* *ms/KEK* *D.L.D. JMB RAE mm*

b. From the 2nd calender year of employment through and including the 5th calender year of employment, the employee shall be entitled to 6 ~~6~~ Twenty-four [24] hour tours of duty (144 hours.) *D.L.D. JMB RAE* *ms/KEK* *ms/KEK* *D.L.D. JMB RAE mm*

c. From the 6th calender year of employment through and including the 10th year of employment, the employee shall be entitled to 9 ~~9~~ (twenty-four hour tours of duty) (216 hours) *ms/KEK* *D.L.D. JMB RAE* *D.L.D. JMB RAE mm*

d. From the 11th calender year of employment through and including the 15th calender year of employment, the employee shall be entitled to 12 ~~12~~ (twenty-four hour tours of duty) (288 hours.) *D.L.D. JMB RAE* *ms/KEK* *ms/KEK* *D.L.D. JMB RAE mm*

*not  
KIK*

*D.R.O  
M.M.  
K.A.C.*

e. From the 16th calendar year of employment through the end of employment, the employee shall be entitled to 15 ~~twenty-four~~ hour tours of duty (360 hours) *DRD M.M. K.A.C. KIK*

*not KIK* 2. Half (1/2) of the vacation leave days to which a firefighter is entitled to in a year is on a use or lose basis. The other half (1/2) of the firefighter's entitled vacation leave days may be carried forward into the succeeding year only.

3. Annual vacation leave schedule shall be prepared by the supervisor in accordance with the provisions of this Article by seniority by using the vacation log. This vacation log will be circulated twice, starting January 1st of each year, enabling each Firefighter to secure two (2), vacation slots per circulation.

4. Any shift change by management will not effect any approved vacation time.

5. If Sections A and/or B in Article XII should change, this Article shall be renegotiated.

#### B. 40 HOUR EMPLOYEE'S

1. Each employee shall be entitled to annual vacation leave in accordance with the following schedule:

a. During the 1st calendar year of employment an employee shall be entitled to 40 hours of vacation leave, (taken based on the amount of hours an employee works in a day, i.e. 8 or 10 hours). Pro Rata.

b. From the 2nd calendar year of employment through and including the 5th calendar year of employment, the employee shall be entitled to 80 hours of vacation leave, (taken based on

*MSJ  
KSK*

*00.1.0  
00/1/3  
KSK  
W*

the amount of hours an employee works in a day, i.e. 8 or 10 hours).

c. From the 6th calendar year of employment through and including the 10th calendar year of employment, the employee shall be entitled to 120 hours of vacation leave, taken based on the amount of hours an employee works in a day.

d. From the 11th year of employment through and including the 15th calendar year of employment, the employee shall be entitled to 160 hours of vacation leave, (taken based on the amount of hours an employee works in a day, i.e. 8 or 10 hours).

e. From the 16th year of employment through the end of employment, the employee shall be entitled to 200 hours of vacation leave, (taken based on the amount of hours an employee works in a day, i.e. 8 or 10 hours).

## ARTICLE XVI

### SEPARATION, DEATH & RETIREMENT

A. Employees shall retain all pension rights as Fire Officers under New Jersey and Cherry Hill Township Municipal Ordinances.

B. Employees retiring either after twenty-five (25) years of service pursuant to N.J.S.A. 43:16A-11.1 or having attained the age of fifty-five (55) pursuant to N.J.S.A. 43:16A-5 or as a result of a disability pension, whether work connected or



*MSJ  
/HEK*

*D. H. H  
MSJ  
RAE  
hm*

not, shall be paid for all accumulated holidays, vacation and other compensatory time as provided in this Agreement. Said payments shall be computed at the rate of pay at the time of his retirement based upon the base annual compensation. Employees retiring shall also be entitled payment of sick leave accumulated computed in accordance with Section A(3) and (4) of Article IX.

C. Employees intending to retire other than disability pension shall accordingly notify the Board by November of the previous year in which said retirement is to become effective. Failure of an employee to provide timely notice of retirement shall permit the Board to defer all or part of the received payments hereunder into the next succeeding budget year.

D. In the event of an employee's death, his estate or legal representative shall be paid for all accumulated holidays, vacation, sick leave days, or other compensatory time as provided in this Agreement. Payments shall be made at the employee's rate of pay at the time of his death. The estate or legal representative shall also be entitled to payment of sick leave accumulated by the decedent computed in accordance with Section A(3) and (4) of Article IX.

E. In the event of an employee's separation from service for any reason not set forth in Sections B or D above, all accumulated vacation, holidays, and other compensatory time shall be paid at the then rate of pay to the employee, except that no payments shall be made for accumulated sick leave.

*MSJ  
HEX*

*D. L. D.  
M. W.?  
R. A. C.  
m*

F. For benefits payable in the then current year in all cases of separation, death while not in the line of duty or retirement, all vacation, holidays, sick leave days and other compensatory time shall be pro rated as of the first of the month if the resignation, death or retirement is effective prior to the fifteenth (15) day of the month and as of the last day of the month if the death, resignation or retirement is effective after the fifteenth (15) of the month. Benefits shall be pro rated on the calendar year from January 1 through December 31.

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 other compensatory time which would have accrued for the entire calendar year of the employee's death shall be payable to the employee's estate or legal representative.

H. Separation shall be defined as an permanent cessation of employment but shall not be deemed to include temporary leaves of absence, vacations, layoffs or other temporary leaves.

**ARTICLE XVII**  
**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, or their designee.

*MSB  
KSK*

*D. R. P.  
M. M.  
K. S. L.  
m*

B. Upon advance notice and at reasonable times, any member of the Department may review his personnel file. However, this appointment for review must be made through the immediate supervisor and/or Fire Chief.

C. Whenever a written complaint concerning an employee or his actions is to be placed in his file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his file.

D. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any employee shall subject that employee to appropriate disciplinary action.

E. Maintenance of the personnel files shall be in accordance with the Archive Laws of the State of New Jersey.

**ARTICLE XVIII  
BULLETIN BOARD**

A. The Board shall provide one (1) bulletin board for the posting of notices relating to matters and official business of all fire organizations.

B. The bulletin board may be utilized by the Local for the purpose of posting Local announcements and other relevant information.

~~MOJ~~  
KER

D.K.P.  
MAY  
RSE  
W

C. The Chief, or his designee, may have removed from the bulletin board any irrelevant material after notice to the Local.

ARTICLE XIX

BEREAVEMENT LEAVE

A. In the event of a death in the employee's immediate family, leave with pay shall be granted from the day of death until the day after interment, not to exceed five (5) days. The immediate family shall include parents, parents-in-law, spouse, children, brothers, sisters, grandparents, brother-in-law, sister-in-law, and other relatives residing in the employee's home.

~~MOJ~~ KER  
SRP ASSOCIATES, DR. D. D. W. RAC  
MAY KER

B. Proof of death may be required at the Board's discretion.

ARTICLE XX

TRAVEL EXPENSES

Employees shall be reimbursed at the rate of twenty cents (\$.20) per mile for all approved travel expense while using a personal vehicle and shall be reimbursed for all other travel expenses in connection with their official duties.

*MS*  
*HEK*

ARTICLE XXI

HOSPITALIZATION AND MEDICAL BENEFITS

20-70  
*MS*  
*HEK*  
*hm*

A. All hospital and medical benefits provided to employees and their families by the Board will be a choice of Blue Cross/Blue Shield - HMO BLUE or MEDALLION.

B. The Board shall provide employees covered by this Agreement, and their families under the New Jersey Dental Service Plan on the following basis:

1. Annual Deductible - \$25.00
2. Preventive & Diagnostics - 100%
3. Remaining basic benefits - 80%
4. Crowns, Inlays & Gold - 50%
5. Prosthodontic Benefits - 50%
6. Orthodontics - 50% up to a lifetime maximum of \$1500.00/individual

C. The Board shall provide prescription coverage through the Blue Cross and Blue Shield of New Jersey prescription drug program for employees covered by this Agreement and their families for a one dollar (\$1.00) co-pay on Generic Drugs and a five dollar (\$5.00) co-pay on Name Brand Drugs. The mail order program, serviced by National Pharmacies, Inc. is an alternate method of obtaining prescribed medication for subscribers. There is no co-payment when using this service.

D. Upon retirement from the Board after completion of twenty-five (25) years of service, medical insurance coverage shall

~~MS~~  
HEK

D.L.P.  
July  
1994  
HEK

be provided for the retiree and his/her spouse up to age sixty-five (65), providing those eligible annually certify that they have no other medical coverage.

1. The maximum cost to the Board under this provision shall not exceed Four Thousand Five Hundred Dollars (\$4,500.00) for 1994, per retiree and spouse. SEE ADDENDUM #1 ~~MS~~ HEK

2. This provision shall only apply to employees in the service of the Board as of January 1, 1994 and thereafter. This is also to include employees employed by former Districts 1,2,3,4, and 5 in 1993. ~~MS~~ HEK

3. This coverage shall only be for medical and surgical coverage in effect at this time.

E. The board shall continue to pay premium costs for medical/surgical coverage for the spouse and/or dependent children to age nineteen (19) of any fire officer killed while in the performance of his/her duties, these payments shall continue provided:

1. The spouse of such deceased fire officer does not remarry;

2. The spouse of such deceased fire officer does not obtain medical insurance/benefit coverage from an employer or any other source;

3. The spouse does not qualify for medical insurance/benefit coverage as may be provided by a State or the Federal Government, including but not limited to Social Security, Medicare or Medicaid.

*MOS / KKK*

*P. X. P.  
JAN 15  
RAL  
mm*

F. The Board will provide an optical program to the Employee and his or her family, at a cost of Two Hundred Dollars (\$200.00) per year. The Employee will submit a valid receipt to the Board for reimbursement. This program will cover all optically related expenses not presently covered by existing insurance.

G. 1. The Board shall not have the right to change any term, condition and/or benefit of insurance coverage during the term of this Agreement without first obtaining the Local's approval.

2. The Board shall have the right to change insurance carriers so long as the same or equivalent terms, conditions and/or benefits of coverage are provided. However, such change cannot be implemented without prior notice to and discussion with the Local.

*MSD*  
*7/5/16*

*MSD*  
*7/5/16*  
*RAC*  
*ms*

**ARTICLE XXII**  
**MILITARY LEAVE**

The Board and the Local agree to adhere to the provisions of the State/Federal law in this respect.

**ARTICLE XXIII**  
**PERSONAL DAYS**

**A. 53 HOUR EMPLOYEES**

1. Employees shall enjoy at their request two (2) ~~twenty-four~~ <sup>48</sup> hour tours of duty <sup>(48 hours)</sup> per year, provided written notice is made two (2) days in advance of such leave. Such leave shall be granted subject to the manpower needs of the District. The two (2) days written notice may be waived at the discretion of the immediate supervisor or chief in the event of a personal emergency. Personal days are non-accumulative.

*MSD*  
*7/5/16*  
*RAC*  
*ms*

2. Any shift change by management will not effect any approved personal time.

**B. 40 HOUR EMPLOYEES**

1. Employees shall enjoy at their request two (2) tours of duty (total hours will be based on the amount of hours an employee works in a day, i.e. 8 or 10 hours) per year provided written notice is made two (2) days in advance of such leave. Personal days are non-accumulative.

2. Paragraph 2 as defined above in Section A also applies to these employees.



*not  
AKK*

*D.H.D.  
MAY  
RAC  
me*

ARTICLE XXIV  
COMMUNICABLE DISEASE

A. The Fire Chief shall maintain a separate file to be known as the "Communicable Disease File" in which members responding to fire-rescue alarms in which contact and/or working in close proximity to victims and their body fluids shall be recorded in the C.D.F. at the completion of each alarm. It shall be the members responsibility to notify the officer in charge and initial the completed C.D.F. form. If an employee is diagnosed with the AIDS Virus or any other communicable disease this form shall validate the boards responsibility to compensate the said employee under the terms of the Injury Leave Article.

B. Vaccines that are available as of this date and in the future shall be offered to all employees at the Boards expense. No employee shall be expected to perform any medical assistance until such vaccines have been offered.

*ms*  
*KK*

*W. R. D.*  
*Chris*  
*RAD*  
*pm*

**ARTICLE XXV**  
**STATUTORY AND LEGAL RIGHTS**

Nothing contained herein shall be construed to deny or restrict the District or the employees 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 employees and district covered by this Agreement.

**ARTICLE XXVI**  
**SEPARABILITY AND SAVINGS**

A. 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 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.

B. The parties hereto may amend, modify, delete, expand and/or expound any provision of this Agreement at any time by mutual consent provided such changes shall be in writing and signed by both parties.

*msg/KEK*

*D.L.D.  
AMW  
RAC  
m*

**ARTICLE XXVII  
SUPERSEDING CLAUSE**

This Agreement supersedes any and all other Agreements, ordinances, and/or resolutions dealing with working conditions and terms and conditions of employment which are inconsistent with the terms of this Agreement.

**ARTICLE XXVIII  
MAINTENANCE OF BENEFITS**

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. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any <sup>Fire Officer's and</sup> firefighter benefit existing prior to its effective date.

*msg/KEK*

*msg/KEK*

*mtt  
RSL*

*D.K.O.  
RSL  
W*

**ARTICLE XXIX**

**FULLY BARGAINED PROVISIONS**

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 XXX**

**CLOTHING ALLOWANCE**

A. The Board of Fire Commissioners shall provide any newly appointed employee with all necessary uniforms to report for duty. As there are seasonal variations for uniform of the day, the time of the year will dictate that which is issued initially.

B. The Board will provide and issue full protective clothing to all employees. While the Supervisor, via chain of command, is responsible for the specifications of all protective clothing, any such clothing must meet or exceed all current or newly adopted standards for safety and performance.

C. The care and maintenance of all protective clothing issued shall be the responsibility of the employee. Protective

*MS*  
*KIK*

*D. L. P.*  
*MS*  
*RAS*

clothing will be inspected periodically for any excessive signs of wear or deficiencies. Any protective clothing which constitutes a hazard, through wear or damage shall be reported to the supervisor via chain of command. Once reported, a replacement will be issued and the damaged article will be replaced in an expeditious manner.

D. All station wear will meet or exceed current or newly adopted safety standards. Articles which cannot be worn, because they are either a safety hazard or in poor physical condition, will be replaced in an expeditious manner.

E. All fire officers shall participate in the District's Quarter Master Uniform System as described in Appendix C.

**ARTICLE XXXI**

**RESOLUTIONS AND POLICIES**

The provisions of all resolutions and written directives of the Board and/or the District Chief promulgated since January 1, 1994 relating to terms and conditions of employees covered by this Agreement and not set forth in this Agreement shall remain in effect during this Agreement.

*MB*  
*RFK*

*D.P.D.*  
*MB*  
*RFK*  
*h*

ARTICLE XXXII

DUES AND AGENCY SHOP

A. The Board agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended. The Board will submit to the Local all fees deducted quarterly, immediately following the Board's monthly meeting.

B. A checkoff shall commence for such employee who signs a properly dated authorization card, supplied by the Union and verified by the Fire Commissioners, 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 Union shall furnish the board written notice thirty (30) days prior to the effective date of such change and shall furnish to the Board either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union advising of such changed deduction.

D. The Union will provide necessary "checkoff authorization" forms, and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Board.

*MSK*

*D.L.D.  
MSK  
Roses*

E. Any such written authorization may be withdrawn at any time by the filing of such withdrawal with the Board. The filing of notice of withdrawal shall be in accordance with N.J.S.A. 52:14-9e, as amended.

F. The Board agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representatives.

G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union 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.

H. The fair share fee for services rendered by the Union shall be in an amount equal to the regular dues, initiation fees and assessments of the Union, less the cost of benefits financed through dues and availability only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the cost of financial support of political causes or candidates, except to the extent that it is necessary for the Union

*not  
AKK*

*D. K. H.  
M. B.  
R. A. E.  
R. W.*

to engage in lobbying activity designed to foster its policy in goals in collective negotiations and contract administration, and secure for the employees it represents in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Board.

J. Prior to January 1st and July 31st of each year, the Union, 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.

K. The Union shall establish and maintain a procedure whereby any Employee can challenge the assessment as computed by the Union. 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.

L. The Union 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 Union to the Board, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.



*MS/KK*

*P.L.O.  
MMB  
RAE  
mm*

ARTICLE XXXIII

APPENDICES and ADDENDUMS

A. During the life of this Agreement Salary & Longevity Levels shall apply in accordance with the schedules attached hereto in Appendix A and B.

B. All appendices hereto (addressing salary, longevity scales and station uniforms/quartermaster system) and addendum agreements (executed in accordance with Section B of Article XXVI) shall constitute the corpus of this Agreement as though such were fully set forth at length herein.

ARTICLE XXXIV

INJURY LEAVE

A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year. *\*MMB RAE* In the event injury leave is granted, an employee's accumulated sick leave shall not be reduced for the period of injury leave. In the event an employee is granted said injury leave, the Board's sole obligation shall be to *mm 7/9/11*

*\* ~~employee~~ After expiration of one (1) year period employee has the option of utilizing his unused sick time.*

*RAE*

*mm  
KK*

*ms*  
*KH*

*d.R.D.*  
*JKH*  
*EAH*  
*me*  
*KH*

pay the employee the difference between his regular pay and any compensation, disability, or other payments received from other sources provided by the Board. At the Board's option, the employee shall either surrender and deliver any disability or other payments to the Board and receive his entire salary payment, or the Board shall pay the difference. Any payments above workers compensation made by the Board will be reimbursed by the employee at their retirement. The employee shall surrender any unused sick leave to satisfy the reimbursement. If the total amount of sick leave does not satisfy the total debt, then the employee's unused vacation leave shall be used toward the debt. When both options of unused sick leave and/or vacation leave are exhausted, the employee shall not be responsible for the remaining balance of his or her debt.

2. If an employee returns to work from injury leave for less than one (1) year, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.

3. When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

B. When an employee requests injury 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 Board's Workman's Compensation carrier, with the final

*not K/11*

*D.L.W.  
MMZ  
RAL  
Jm*

determination, if necessary, to be made by the Workman's Compensation Board or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury 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 does not have enough time off, he or she shall be advanced sick time to cover the absence. If the employee leaves the employ of the Board prior to reimbursing the Board for such advanced time, the employee shall be required to reimburse the Board 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 the 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 Fire Chief or Officer in Charge so that the Board 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 Board may reasonably require the employee to present such certificate from time to time.

*msd  
KEK*

*D.H.O.  
OMIB  
RAE  
m*

F. 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.

G. If the employee does not accept the certificate of the physician designated by the insurance carrier, the employee shall have the right, at his own cost, to obtain a physical examination and certification of fitness by his own physician.

H. In the event the Board appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated unless the employee disputes the determination of the Board appointed physician. Then the Board and the employee shall mutually agree upon a third physician, who shall then 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, injury leave benefits granted under this Article shall be terminated.

I. If the employee's physician disputes the determination of the insurance carrier's physician, injury leave benefits shall continue and the procedures outlined in Section 8 above shall be utilized to resolve the dispute through a mutually agreed upon third physician.

*D.H.O.  
RAE*

*msd  
KEK*

*MSK*

*D. L. P.  
GMB  
RAE  
m*

J. If the Board can prove an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the Board. If the employee is found to be in violation of this Article, he shall be subject to disciplinary action by the Board.

**ARTICLE XXXV  
RETROACTIVE PAY**

It is understood and agreed by all parties to this Agreement that provisions in regard to salary and pay scales referred to in Article VIII of this Agreement will be retroactive to January 1, 1994.

**ARTICLE XXXVI  
PROMOTIONS**

A. When the Board determines to create a promotional position(s), a notice will be posted, with a copy provided to the Local, advising of the nature of the position and the qualifications required therefore.

B. All promotional appointments shall be made in accordance with N.J.S.A. 40A - Fire District Statutes.

*ms  
1/11*

*D. K. P.  
DUB  
RAC  
Wm*

ARTICLE XXXVII

EMS WORK

EMT/CIM

A. The primary job function of Career Fire Officers currently employed in Cherry Hill Fire District Number 13 as of January 1, 1994 will be fire suppression and fire prevention.

B. Career Fire Officers will be at a minimum, trained in Crash Injury Management (CIM).

C. Career Fire Officers who maintain Emergency Medical Technician (EMT) certification, will be compensated for a total of Seven Hundred and fifty dollars (\$750.00) annually. This compensation shall be payable the first pay period in December. If E.M.T. certification expires, fire officers shall be compensated on a pro rata basis. Those fire officers who are C.I.M. certified, shall not be compensated any additional monies.

D. Initial certification and recertification expenses shall be paid by the Fire District. The District shall make every attempt to provide departmental training for recertification purposes.

E. In the future if it is discovered that engaging into EMT work precludes the fire officers from binding interest arbitration then EMT work shall cease.

F. In the future if it is discovered that engaging into EMT work precludes the fire officers from participation in the Police & Fireman's pension system, then EMT work shall cease.

*MSB  
KIK*

*D. P. D.  
MSB  
RAC  
in*

ARTICLE XXXVIII  
ACTING OUT OF TITLE

A. The Fire District agrees to maintain, whenever possible, a company officer of this bargaining unit for every piece of apparatus staffed by ~~members of a volunteer fire company~~ *(firefighters) OFFICERS D.P.D. MSB RAC* and/or paid fire fighters of the Board. Where companies have no officer assigned, or absent from duty (i.e. vacation, personal, holiday, illness or training) the Fire District may assign members of this bargaining unit to act in a higher office/rank. Fire Officers assigned to act out of title, shall do so on a rotating basis.

*MSB  
KIK*

*D. P. D.  
MSB  
RAC  
in*

*MSB  
KIK*

B. In the event that a Fire Officer is to act in such a higher capacity as aforesaid, he/she is to receive pay commensurate with that higher rank, beginning with the first day and thereafter.

C. IN THE ABSENCE OF THE FIRE OFFICER, THE DEPUTY FIRE OFFICER WILL IN THE CAPACITY OF THE FIRE OFFICER WITHOUT ADDITIONAL PAY. SAME APPLIES TO IN THE ABSENCE OF THE TRAINING OFFICER TO THE ASST. TRAINING OFFICER. D.P.D.

*MSB  
KIK*

*RAC  
MSB  
KIK*

ARTICLE XXXIX

PHYSICAL FITNESS PERIOD

*in*

A. The Board shall permit their employees to engage in a physical fitness period for a period of sixty (60) minutes for each twenty-four (24) hour tour of duty.

B. The Board shall permit their employees to engage in a physical fitness period for a period of sixty (60) minutes for each eight (8) or ten (10) hour tour of duty, three (3) days per week, Monday through Friday.

*not KIK*

*D.R.D.  
M  
RAC  
m*

C. The employees shall be permitted to utilize the Gym equipment in Stations 1, 2, 3 and Fire Prevention. *OR ANY FACILITY DESIGNATED BY CHIEF - CONFIRMING WITH UNION.*

*D.R.D. M  
RAC m*

ARTICLE XL

DURATION, TERM, AND RENEWAL

*not KIK*

A. This Agreement shall be effective January 1, 1994 and shall remain in full force and effect through December 31, 1996. It shall automatically renew from year to year thereafter, unless either party shall notify the other, in writing, before One Hundred Fifty (150) calendar days prior to the termination date, that it desires to modify the Agreement. This Agreement shall remain in full force and effect during the period of negotiations.

B. This Agreement and any supplemental addendums hereto, which shall be in writing and signed by both parties, shall be binding upon the parties hereto, their successors, administrators, executors and/or assigns.

*ATTACHED HERETO AND INCORPORATED HEREIN ARE ADDENDUMS #1, 2*

*not KIK*

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

*D.R.D.  
M  
RAC  
m*

I.A.F.F. LOCAL 3198  
AFL-CIO/CLC

BOARD OF FIRE COMMISSIONERS  
FIRE DISTRICT NO. 13

By: Michael D. Fannette Jr  
President, Local 3198

By: Donald L. Ditt  
Chairman

June 1, 1994

6/1/94



By: *Kerrin E. Kerriff*  
Negotiator, Local 3198

By: *Raymond J. Basso*  
Vice Chairman

By: *Tom S. Galloway*  
Treasurer of the Board

By: *Robert M. [unclear]*  
Commissioner *SECRETARY*

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

By: *St S. Alled*  
Board's Attorney

By: *[unclear]*  
Local's Attorney

*MGT*  
*RJK*

*D.L.D.*  
*ALM*  
*RAC*  
*W*

APPENDIX A

~SALARY~

	<u>1-1-94</u>	<u>1-1-95</u>	<u>1-1-96</u>
LIEUTENANTS	\$49,050.00	\$51,012.00	\$53,052.00
[Includes Lieutenant/Shift Supervisor, Assistant Training Officer and Accounting Officer]			
CAPTAINS	\$53,465.00	\$55,603.00	\$57,827.00
[Includes Captain/Station Commander, Motor Maintenance Officer, Data Management Officer, Facilities/Equipment Officer, Assistant Fire Marshal/Public Education]			
BATTALION CHIEFS	\$58,275.00	\$60,606.00	\$63,030.00
[Includes Assistant Fire Marshal/Inspections, Training Officer]			
DEPUTY CHIEFS	\$63,520.00	\$66,060.00	\$68,702.00
[Includes Fire Marshal, Fire Official, Deputy Chief/Operations, Deputy Chief/Support Services, Deputy Chief/Administration, Deputy Chief/Fire Marshal]			

*msg  
RJK*

*Q.T.P.  
Chis  
RAK*

**APPENDIX B**

**-LONGEVITY-**

6 - 9 years inclusive	6.0% of annual base
10 - 14 years inclusive	6.5% of annual base
15 - 19 years inclusive	7.0% of annual base
20 - 24 years inclusive	7.5% of annual base
25 years and over	8.0% of annual base.

*MSB  
TKK*

APPENDIX C

*D.R.P.  
MUB  
RAL*

**-STATION UNIFORM & QUARTERMASTER SYSTEM-**

1. The "Quartermaster System" shall be an in house program. This system will maintain clothing inventories in such a manner that all clothing issued will be standard in appearance and comply with current laws and regulations. Items which can not be effectively maintained in inventory, will be available on an as need basis from a reputable dealer furnishing such item(s) in a reasonable and timely manner.

2. The Board shall define the positions of the employees covered under this Agreement as Administration Personnel or Suppression Personnel.

3. Responsibility of maintaining this system shall be with the District Chief or his/her designee.

**UNIFORM ISSUE:**

**SUPPRESSION**

Five (5) pair of pants  
Five (5) 100% cotton T-Shirts  
Two (2) dress shirts  
long & short sleeve  
One (1) station jacket  
Five (5) sweat shirts  
One (1) basket weave belt  
One (1) pair of shoes & boots  
Two (2) glove pouches  
(station & turnout gear)  
One (1) dress tie  
badges & nameplates  
ID card  
Key Ring  
Knife & Case  
Wallet Case for Badge  
Two (2) Pair sweat pants  
One (1) pair gloves  
Personal Safety Harness  
Dress Uniform

**ADMINISTRATION**

Five (5) pair of pants  
Five (5) 100% cotton T-Shirts  
Five (5) dress shirts  
long & short sleeve  
One (1) station jacket  
Two (2) sweat shirts  
One (1) basket weave belt  
One (1) pair shoes & boots  
Two (2) glove pouches  
(station & turnout gear)  
Two (2) dress ties  
badges & nameplates  
ID card  
Key Ring  
Knife & Case  
Wallet Case for Badge  
Two (2) Pair sweat pants  
One (1) pair gloves  
Personal Safety Harness  
Dress Uniform

IF ANY PART OF ~~THE AGREEMENT~~ THE CONTRACT CONFLICTS WITH THIS  
ADDENDUM, THIS ADDENDUM WILL CONTROL.

*D. R. ...  
...*

*MSK*

Addendum to Contract #1 *D. R. ... RA*

This Addendum to the collective bargaining agreement between the Board of Fire Commissioners, Fire District Number 13, Cherry Hill Township and Cherry Hill Superior Fire Officers Association, I.A.F.F. Local No. 3198, AFL-CIO/CLC, shall be incorporated as part of said collective bargaining agreement and shall be given the full force and effect thereof.

It is hereby understood and agreed that Article XXI, Section D, Paragraph 1 shall be revised to reflect an agreement that the maximum cost to the Board under this provision shall not exceed Four Thousand Five Hundred (\$4,500) Dollars for 1994, shall not exceed Four Thousand Five Hundred (\$4,500) Dollars for 1995, and shall not exceed Four Thousand Five Hundred (\$4,500) Dollars for 1996, per retiree and spouse, it being the intent of the parties that the cap or limit of \$4,500 be calculated and imposed on a per annum basis instead of spread over the three year period of the collective bargaining agreement.

BOARD OF FIRE COMMISSIONERS  
FIRE DISTRICT NO. 13  
CHERRY HILL TOWNSHIP

CHERRY HILL SUPERIOR FIRE OFFICERS  
ASSOCIATION, I.A.F.F LOCAL NO. 3198  
AFL-CIO/CLC

BY: *Donald R. Ditt*  
*Mary Louise Bryson*

BY: *Michael D. Tammita*  
*Kevin E. Kenniff*

Dated: *Tom J. Sullivan*  
*6/1/94*

Dated: *June 1, 1994*

b:\wp60doc\chff\add\3198.cba

*Robert A. Conroy*  
SECRETARY / CLERK  
0

IF ANY PART OF THE CONTRACT CONFLICTS WITH THIS  
ADDENDUM, THIS ADDENDUM WILL CONTROL.

D.P. OMB

D.P.O.  
OMB  
m

MHE  
KEL

Addendum to Contract # 2 9/1/93

This Addendum to the collective bargaining agreement between the Board of Fire Commissioners, Fire District Number 13, Cherry Hill Township and Cherry Hill Superior Fire Officers Association, I.A.F.F. Local No. 3198, AFL-CIO/CLC, shall be incorporated as part of said collective bargaining agreement and shall be given the full force and effect thereof.

It is hereby understood and agreed that Article XII, Section A, Paragraph 6 shall be revised to reflect an agreement that all grandfathered compensatory time shall be utilized by the employee, with the consent of the Fire Chief, during the life of this Agreement. At no time shall the Fire District be liable to compensate the employee monetarily for said grandfathered compensatory time unless the Fire Chief cannot or does not grant the employee his grandfathered compensatory time off during the life of this Agreement.

It is further understood and agreed that if an employee is terminated and/or this collective bargaining agreement is terminated and/or declared null and void prior to the termination date, employees shall be entitled to monetary compensation for any and all remaining grandfathered compensatory time at their then present base rate of pay.

BOARD OF FIRE COMMISSIONERS  
FIRE DISTRICT NO. 13  
CHERRY HILL TOWNSHIP

CHERRY HILL SUPERIOR FIRE OFFICERS  
ASSOCIATION, I.A.F.F. LOCAL NO. 3198  
AFL-CIO/CLC

BY: Donald L. Duff  
Theresa Louise Beaver

BY: Michael D. Tannette Sr  
Kevin E. Kenniff

Dated: Tom A. Sullivan  
6/1/94

Dated: June 1, 1994

Robert A. ...  
SECRETARY/CLERK