



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

**September 1, 2012 through December 31, 2015**



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**PREAMBLE**

THIS AGREEMENT is entered into this 1<sup>st</sup> day of September, 2012 by and between the **BOARD OF FIRE COMMISSIONERS, FIRE DISTRICT NO. 1**, Township of Winslow, in the County of Camden, New Jersey, a municipal body of the State of New Jersey, hereinafter called the "Board", and **CAMDEN COUNTY UNIFORMED FIRE FIGHTERS ASSOCIATION, I.A.F.F. LOCAL NO. 3249, A.F.L. - C.I.O. /C.L.C.**, hereinafter called the "Association", represents the complete and final understanding on all bargaining issues between the Board and the Association.

**PURPOSE**

**THIS AGREEMENT** is entered into between the Board and the Association, to promote and ensure harmonious relations, cooperation, and understanding between the Board and its Association 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 No. 1, the Township of Winslow, the Board and its employee.

ARTICLE I

RECOGNITION

- A.** The Board of Fire Commissioners, Winslow Township Fire District Number 1, recognizes International Association of Fire Fighters Local 3249, AFL-CIO-CLC, as the exclusive bargaining agent for all full- time Fire Fighters, Lieutenants, Captains, and Battalion Chiefs.
- B.** The terms “employee” or “employees”, refer to persons, male or female, represented by the Association in the above defined bargaining unit.
- C.** The recognized bargaining unit excludes part-time employees, members of the Board of Fire Commissioners, Fire Chief, Administrator, Clerical Unit, volunteer members of the Fire District, craft employees, confidential, managerial, executive and administrative employees within the meaning of the New Jersey Public Employer-Employee Relations Act, N.J.S.A. 34:13A et seq.
- D.** The Fire Official shall be included within the bargaining unit should the employee appointed as Fire Official be at the rank of Battalion Chief or below. The Fire Official shall be excluded from the bargaining unit should the employee appointed as Fire Official be at the rank of Deputy Fire Chief or Fire Chief.

**ARTICLE II**

**NON-DISCRIMINATION**

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

### ARTICLE III

#### ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. Officials representatives of the Association, pursuant to State Law, will be granted administrative leave with pay in accordance with the provisions of N.J.S.A. 40A:14 - 177.
- B. A maximum of three (3) authorized association representatives shall be excused without loss of pay from their normal duties to participate in negotiations for the renewal of this Agreement or the executive of a new agreement for this District. Upon the request of the Association President, such representatives will also be reasonably excused without loss of pay for up to four (4) hours to participate in other meetings related to collective bargaining. Such representatives shall attend negotiations, and other meeting sessions, if on duty, in the appropriate uniform and be available for duty in the event the need arises.
- C. Copies of disciplinary charges or other notices relating to disciplinary action shall be furnished to the Association when presented to effected employees. Copies of all disciplinary charges or notices relating to disciplinary action against any member shall be furnished to the Association President or the President's designee.
- D. The Association will be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible insofar as possible for the adherence to the terms of this Agreement by such members.
- E. Whenever an employee is to be questioned and he or she is being considered a "target" for possible disciplinary action, he shall have the right to request a representative of the Association be present at all stages of questioning. If the employee does not ask for a representative, the District may proceed with any and all questioning it deems appropriate. At any time during the questioning, the members may request a representative. If an employee requests and is denied representation at any stage of the questioning, any statements made by the employee or "fruits" derived there from cannot be used against said employee to support disciplinary action.
- F. Authorized representatives of the Association, whose names shall be filed in writing with the Board, or their designee, shall be permitted to visit any fire facility within Winslow Township for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Fire Chief, or such other individuals designated by the Board in writing to perform such task, on condition that such prior approval shall not be unreasonably withheld. The Association representative shall not interfere with the normal conduct of work within the fire facility.
- G. In addition to the foregoing, one (1) employee designated as a Delegate will receive administrative leave without loss of pay up to six (6) days per year to attend monthly meetings of the Professional Firefighters Association of New Jersey, the IAFF's chartered New Jersey state organization. In order to receive said leave, the Delegate must

give the Fire Chief prior written notice and must be scheduled to work on the day and time of the meeting.

- H.** In addition to the foregoing, three (3) union representatives will receive relief from duty with full pay for up to four (4) hours per month for the purpose of attending to contract administration, grievance processing or other union business relating to Winslow Township Fire District Bargaining units on an as needed basis. The member requesting relief must make application to the Fire Chief or his designee as soon as reasonably possible. Such request will not be unreasonably denied. All on duty employees shall attend and participate in the appropriate uniform and be available for duty in the event the need arises.



## ARTICLE IV

### MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A.** The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and the United States, including, but not limiting, the generality of the foregoing, the following rights:
1. To the executive management and administrative control of the District and its properties and facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Board.
  2. To make rules and procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of the employees needed for any particular time and to be in sole charge of the quality and quantity of work required.
  3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees is recognized.
  4. To hire all employees, to promote, transfer, assign or retain employees in positions with the District.
  5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good, and just cause according to the law, and subject to the grievance procedure.
  6. To lay off employees in the event of lack of work or funds or other conditions where continuation of such work would be inefficient and non-productive, so long as such lack of work or funds is bona fide. If needed, lay offs will be in the reverse order of seniority.
- B.** Pursuant to the laws of the State of New Jersey and of the United States, the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Board, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.



## ARTICLE V

### GRIEVANCE PROCEDURE

#### **A. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.
2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the District staff.
3. Nothing herein shall be deemed to deny the employees of their statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny employees their rights to pursue any other statutory or legal remedies in lieu of resorting to the grievance procedure.

#### **B. Definition**

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

#### **C. Steps of the Grievance Procedure**

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

##### **Step One:**

An aggrieved employee or employees shall institute action under the provision hereof within ten (10) calendar days of the occurrence of the event giving rise to the grievance. Action is instituted by filing a grievance with the Association Grievance Committee. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

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

**Step Two:**

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

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

**Step Three:**

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

**D. Arbitration**

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

**E. Group Grievance**

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



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

**ARTICLE VI**

**MAINTENANCE OF OPERATIONS**

- A.** It is recognized that the need for continued and uninterrupted operation of the Board of Fire Commissioner's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.
- B.** Neither the Association 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, in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slowdown, sick out, walk out or other illegal job action against the Board.
- C.** The Association 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 action by any other employee or group of employees of the Board.
- D.** 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 Association or its members.
- E.** The Fire Chief and all officers shall exercise their supervisory duties faithfully, irrespective of the fact that the employees are covered by this Agreement, and they shall be objective in their dealings with all personnel subordinate to them, irrespective of their affiliation with the Association.

## ARTICLE VII

### DUES, DEDUCTIONS, AND AGENCY SHOP

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

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

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

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

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

ARTICLE VIII

EMPLOYEE RIGHTS AND PRIVILEGES

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

## ARTICLE IX

### HOURS, OVERTIME, and COMPENSATORY TIME

#### **A. Apparatus Assigned Personnel (APP)<sup>1</sup>**

The following is the schedule of tours that each employee will follow: One (1) eighteen (18) hour tour of duty; followed by one (1) thirty (30) hour period off; followed by a second eighteen (18) hour tour of duty; followed by a second thirty (30) hour period off; followed by a third eighteen (18) hour tour of duty; followed by a one hundred and two (102) hour period off. This rotation will allow each employee to work nine (9) eighteen hour tours in a twenty-seven (27) day cycle.

1. Meal and break periods (a total of ninety (90) minutes) are included within the eighteen (18) hour tour of duty. Employees shall remain available for immediate response to emergency calls during meal and break times.
2. 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.

#### **A2. Office Assigned Personnel (OAP)<sup>2</sup>**

1. OAP shall work a traditional Monday through Friday (08:30 to 16:30); however, the Fire Chief when mutually agreed with the affected employee may authorize flex time for training and other purposes at his sole discretion.
2. A one hour (1hr.) lunch break is included in work schedule. Employees shall remain available for immediate response to emergency calls during meal and break times.

**B.** Except in emergencies, all effected employees must be given written notification fourteen (14) calendar days in advance of any change of an employee's work schedule.

**C.** Overtime will be compensated at the rate of time and one half (1 ½) for hours worked after 204 hours within a twenty-seven (27) day work period in accordance with the Fair Labor Standards Act requirements for public agencies engaged in fire protection services. 29 U.S.C. § 207(k).

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<sup>1</sup> AAP are those assigned to an 18 hour tour. AAP are Firefighter (01839) as described by DOP Job Description.

<sup>2</sup> OAP are those assigned to an 8 hour shift. OAP are Fire Suppression Positions, as described by DOP Job Descriptions.



- D.** When an employee is recalled for duty, he or she shall be entitled to compensatory or overtime pay at his or her overtime rate for all time worked so long as the recall is not contiguous with their regularly scheduled shift. Employees shall be paid in 15 minute increment regardless of whether they work the entire 15 minutes if called back in work in accordance with this paragraph.
- E.** Overtime will be distributed as equitably as possible. In the event a shift becomes available as a result of sick, vacation, personal or other leave time reason, the shift will be offered in accordance with the following. The shift may be regular time or overtime depending on whether the employee has worked over or under 204 hours within twenty-seven day cycle. In other words if an employee work one or more additional shifts, he or she will only receive overtime for those shifts over 204 hours with a twenty-seven day cycle.
- F.** Overtime will be distributed as equitably as possible in accordance with the following:  
Apparatus Assigned Fire Personnel:

Career Uniformed fire fighters and officers will be offered extra-time/overtime on a revolving list starting with the most senior badge #. The Battalion Chief may fill in for extra-time/over time, at the Chief's discretion, in the case of an emergency, or when an individual leaves his/her tour after the tour has commenced for illness or other personal matter, and a replacement is required.

Should no Career Uniformed firefighter or officer be available for the shift, personnel from the volunteer fill in list may be used if they meet all the qualifications.

In the event that no Career firefighter, officer, or personnel from the volunteer fill in list is available, then a Career firefighter or officer from a rotational list will be assigned and must accept the shift. The list will be maintained by the Fire Chief or his designee.

The call back list will start at the lowest badge # and continue until someone accepts the shift. Then the next call back will be offered to the fire fighter who would have the next in progression on call backs. i.e. if badge # 10 takes a shift, the next open shift will start with Badge # 11 and so on.

The "Force in list" will be the last firefighter or officer to accept and open shift (voluntary or mandatory) will be at the bottom of the list, above that the fire fighter who took the shift before him and so on resulting in the firefighter who has had the longest amount of time between accepting an open shift at the top of the list. This "Force in Policy" may be subject to review and change upon agreement of the Fire Chief and Local 3249. Any agreed to changes must be in writing and signed by both parties.



Employees on vacation will not be forced in except in the event of a major emergency.

- G.** All overtime must be prior approved by the Chief or his authorized designee.
- H.** Compensatory time will be calculated at the rate of pay when earned (regular rate or overtime rate).
- I.** Employees are permitted to accumulate up to one-hundred and twenty-six (126) hours of compensatory time. Earned compensatory time must be used or paid within three hundred sixty five (365) calendar days of being earned. There will be no extensions of this time limit.
- J.** All Hands Incidents – Off duty personnel can respond to “All Hands” incidents at the Fire Chief’s discretion and be paid as applicable.
- K.** Required Training – when career personnel are not afforded the opportunity to attend monthly (required) department training, they will be allowed to attend the training during one of the night time sessions and be paid as applicable when approved by the Fire Chief or designee.



**ARTICLE X**

**EXCHANGE OF HOURS OF DUTY**

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

ARTICLE XI  
SALARIES

A. Employees shall be paid as follows:

1. New Hires with no training and no certifications:

	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
No Training	\$32,000.00	\$32,000.00	\$33,000.00	\$33,000.00
FF	\$ 37,000.00	\$37740.00	\$38,494.80	\$39,264.70

FF With EMT

Certification \$3,500.00 additional flat rate pay, not subject to the yearly percentage increase, to be added to and paid with the employee's regular base salary.

FF with Inspector Certification \$6,500.00 additional flat rate pay, not subject to the yearly percentage increase, to be added to and paid with the employee's regular base salary.

2. a. For Firefighters with EMT and Inspector Certifications

	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
Step 1	\$47,000.00	\$48,450.00	\$49,419.00	\$50,407.38
Step 2	\$48,500.00	\$49,470.00	\$50,459.40	\$51,468.59
Step 3	\$49,500.00	\$50,490.00	\$51,499.80	\$52,529.80
Step 4	\$52,000.00	\$53,040.00	\$54,100.00	\$55,182.00
Step 5	\$53,962.00	\$55,041.24	\$55,866.86	\$56,704.86

b. Fire Fighters/EMT/Inspectors hired prior January 1, 2012 shall commence at step 3 except for Firefighter/EMT/ Inspectors Farnelli and Mixner who shall start at step 5.

c. Lt. Scullan and Sickler will revert to step 5 if they are not successful on the promotional exam.

3. Firefighters hired after January 1, 2012, upon completing both certifications (EMT, Fire Inspector) will immediately move to Step 1 of the above salary guide.

4. First Level Supervisors shall receive the following salary:

<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
\$58,962.00	\$60,141.24	\$61,043.36	\$61,959.01

5. Second Level Supervisor aka. Battalion Chief shall received the following salary:

<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
\$68,962.00	\$70,341.24	\$71,396.36	\$72,467.31

6. Firefighters/EMT hired prior to January 1, 2012 shall receive the following salary until he/she obtains the inspector certification. Any Firefighter/EMT who receives his/her inspector certification shall progress to Step 3 of the salary guide set forth in paragraph 2(a).

<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
\$45000.00	\$45,900.00	\$46,818.00	\$47,754.36

- B. Step increases shall occur on January 1<sup>st</sup> of the year. For example, if an employee is hired at Step 1 on April 1, 2008, the employee will move to Step two on January 1, 2009.
- C. Employees will be paid on a bi-weekly basis. The scheduled payday will be Thursday every other week.
- D. Employees not having the NJ EMT-B certification will have two year from their appointment to obtain said certification at the Fire District's expense, subject to availability.
- E. NJ Fire Inspector certification will be a requirement for continued employment for all employees hired after January 1, 2012. Employee has two years from their appointment to complete said training. The Employer shall provide opportunity for such employees to complete this training. Employees employed before January 1, 2012, who currently hold a NJ Fire Inspector certification, must maintain said certification.
- F. Firefighters hired after 1/1/12 must maintain EMT and Fire Inspector certification for continued employment.
- G. Any employee who is seeking a promotional position shall have the following certifications:
  - 1. New Jersey Level 1 Incident Commander
  - 2. New Jersey EMT-B

- H. If an employee who is out on injury or illness leave does not renew his/her mandatory certifications, that employee shall be provided a reasonable amount of time to acquire the recertification; however, a reasonable time shall not exceed two (2) years.

**ARTICLE XII**

**LONGEVITY**

- A. Bargaining unit employees hired before January 1, 2012 shall be entitled to longevity payments as follows:

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

- B. Bargaining unit employees hired after January 1, 2012 shall be entitled to longevity payments as follows:

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

- C. Said longevity payments shall be added to the employees' annual base salary payable in bi-weekly increments together with said salary.

**ARTICLE XIII**

**HOLIDAYS and PERSONAL TIME**

- A.** In lieu of time off for legal holidays, employees shall receive six floating holidays to use in the calendar year. Use of said days shall be on a seniority basis if requested on or before December 31st of the previous year. Thereafter, said days shall be used on a first come first serve basis. Any days not used in a calendar year shall be forfeited unless the Fire Chief or his designee certifies that the employee is permitted to carryover said days into the following year only
- B.** All bargaining unit employees' shall be entitled to two (2) personal paid days (AAP-36 hours) off per calendar year that must be used in the year or forfeited. Employees must give forty-eight (48) hours prior notice to the Fire Chief or designee for approval.
- C.** AAP temporarily assigned to office work shall not work on the legal holidays, without the permission of the Fire Chief. The Fire Chief or designee reserves the right to have the Officer work with prior notice on a holiday. Firefighters temporarily assigned to office work do not lose their apparatus assigned designation or benefits.
- D.** Officer Assigned Personnel receive the following paid holidays off:

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
President's Day  
Good Friday  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day  
Friday after Christmas  
(when Christmas occurs on a Thursday).





## ARTICLE XIV

### VACATIONS

**A.** Apparatus Assigned Personnel (AAP) bargaining unit employees shall be entitled to annual vacation leave with pay in accordance with the following schedule:

- a. During the first year of employment, employees shall be entitled to one hundred forty-four (144) or prorated vacation hours from the date of hire.
- b. From two (2) year to seven (7) years, employees shall be entitled to one hundred forty-four (144) vacation hours
- c. From eight (8) years to twelve (12) years, employees shall be entitled to two hundred sixteen (216) vacation hours.
- d. Year 13 to service completion, employees shall be entitled to three hundred sixty (360) vacation hours.

**A.2.** Office Assigned Personnel (OAP) shall be entitled to annual vacation leave with pay in accordance with the following schedule:

- a. During the first year of employment, employees shall be entitled to ninety six (96) or prorated vacation hours from the date of hire.
- b. From two (2) year to seven (7) years, employees shall be entitled to ninety six (96) vacation hours
- c. From eight (8) years to twelve (12) years, employees shall be entitled to one hundred forty four (144) vacation hours.
- d. Year 13 to service completion, employees shall be entitled to two hundred and forty (240) vacation hours.

**B.** The vacation year is January 1st through December 31st.

**C.** Vacation must be used in the year that it is earned, unless otherwise authorized in writing by the Fire Chief or his designee. The Fire Chief or his designee may allow carryover of up to 72 hours or AAP or 40 hours for OAP. Said request must be made in writing by November 1<sup>st</sup> of the year the request is made for.

**D.** An employee who resigned from employment with the fire district shall be entitled to payment for earned vacation time on a prorated basis. An employee who is involuntarily terminated by the fire district for cause shall not be entitled to any payment for accrued vacation time.

**E.** 1. Advanced vacation requests for the period of January 1 through March 31 will be submitted between December 1 and December 15 of the previous year.

2. Advance vacation requests for the period of April 1 through December 31 will be submitted between January 1 and January 31 of the same year.



3. All other request will be first come, first serve.
4. The employee with the greatest seniority shall have preference in cases of simultaneous vacation requests.
5. Vacation requests will not be granted if not submitted a minimum of one (1) calendar week in advance.
6. Fire Officers will be given first choice when requests are submitted by scheduled dates.

**ARTICLE XV**

**SEPARATION, DEATH AND RETIREMENT**

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

## ARTICLE XVI

### SICK LEAVE

- A. Apparatus Assigned Personnel (AAP) shall earn sick leave at the rate of fifteen (15), eighteen (18) hour days.
- A.2. Office Assigned Personnel (OAP) shall earn sick leave at the rate of fifteen (15), eight (8) hour days.
- B. Sick leave is hereby defined to mean absence by an employee by reason of personal illness, illness within the immediate family, observance of quarantine, or as a result of a disabling injury not compensated under Article XVII.
- C. Employees must furnish a doctor's certificate to substantiate a request for approval of sick leave when sick leave is three (3) or more consecutive work days. A doctor's certificate may be required on the first day of a sick leave absence if the Fire Chief is suspicious of abuse.
- D. The Board may, at the Board's sole discretion, require the employee to submit acceptable medical evidence of proof of illness whenever such a requirement appears reasonable to the Board.
- Employees found to be abusing sick leave shall be subject to Disciplinary Action.
- E. The Board may require an employee to be examined by a physician designated and compensated by the Board as a condition of the employee's continuation of sick leave or return to work.
- F. Any report issued by a doctor regarding this subject shall be limited to stating that the employee is Fit For Work or Not Fit for Work.
- G. In order to receive compensation while absent on sick leave, an employee shall report their absence to the Fire Chief or his designee at least two (2) hours prior to the start of their shift.
- H. In case of sick leave due to contagious disease or to care for a seriously ill member of the employee's immediate family, reasonable proof may, at the Board's sole discretion, be required.
- I. An employee who has exhausted their accumulated sick leave may, with the Board's approval, charge additional days of absence to vacation or personal days, or compensatory time, if available.

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

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

- K.** Paragraph K shall not be in affect during the term of this bargaining agreement which is set to expire on 12/31/ 2015; however, unless the Fire District negotiates to remove this paragraph for the next bargaining agreement, this provision will take effect on 1/1/2016 or whenever the subsequent contract is executed whichever comes later: "An employee may elect to "cash in" up to sixty (60) hours of accumulated sick leave each year if they have accumulated and will have at least two hundred forty (480) hours of sick leave in their sick leave bank after the "cash in". Such decision shall be made in writing to the Fire Chief or his designee no later than November 1<sup>st</sup> of that year."

**L.** Sick Incentive Plan

- i. AAP's who do not utilize the sick leave for a specific six month period, which is defined from January 1 to June 30 and/or from July 1 to December 31 will be entitled to one (1) personal day eighteen (18) hours . This includes a scheduled sick day off for a doctor's appointment.
- ii. OAP who do not utilize the sick leave provided for herein will be entitled to one (1) personal day eight (8) hours for every six (6) months where they did not utilize sick leave. This includes a scheduled sick day off for a doctor's appointment.

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

## ARTICLE XVII

### WORKER'S COMPENSATION

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

The Board may require, at its sole discretion and subject to HIPAA and/or any other law or regulation, an employee to provide copies of all medical records relevant to the illness or injury at issue, at the Board's expense, to the designated physician. Any requested information shall be provided to the designated physician prior to the examination.

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

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



**ARTICLE XVIII**

**BEREAVEMENT LEAVE**

**A.** In the event of the death of an employee's spouse, guardian, parent, child or step child, brother, and sister the employee shall be granted (AAP- 72 hours, OAP-32-hours)-leave without loss of pay commencing the day of death up to and including the day after interment, not to exceed four (4) eighteen (18) hour tours of duty, or four (4) eight (8) hour tours of duty.

**B.** Leave with pay (AAP 36 hours, OAP 16 hours)-shall be granted in the case of the death of an employee's grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law. Such leave shall commence the day of the death Up to and including the day after interment, not to exceed two(2) eighteen (18) hour tours of duty, or two (2) eight (8) hour tours of duty.

**C.** Leave with pay (AAP 18 hours, OAP 8 hours)shall be granted in the case of the death of a grandparent-in-law, aunt, uncle, niece, and nephew, not to exceed one (1) eighteen (18) hour tour of duty, or one (1) eight hour tour of duty.

**D.** The Fire Chief may grant leave without pay for anyone else not included.

**E.** If additional time is required, an employee may use accumulated personal, compensatory or vacation time as emergency leave upon approval of the Fire Chief.

**F.** An employee will request bereavement leave from the Fire Chief at the earliest practicable time.

**G.** Proof of death may be required at the Fire Chief's discretion.



**ARTICLES XIX & XX**

**MILITARY & CONVENTION LEAVE**

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



**ARTICLE XXI**

**LEAVE OF ABSENCE**

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

**ARTICLE-XXII**

**PENSIONS**

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



ARTICLE XXIII

JOB DESCRIPTION AND DUTIES

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

ARTICLE XXIV

CLOTHING ALLOWANCE

- A.** The Board will issue to all newly hired employees all uniforms and clothing according to the clothing allowance set forth in F below. All provided uniforms shall meet National Fire protection Association (NFPA) 1975, Standard on Station/ Work Uniforms for Firefighters (most recent edition) with the exception of maintenance/work detail uniforms.
- B.** The Board will be responsible for the cost of changes in uniform standards and turnout gear damaged, worn, or contaminated in the line of duty.
1. Inspection of all Department issued PPE and uniforms will occur quarterly at the direction of the supervisor.
  2. Any Fire Department issued items found to be defective or non-compliant shall be replaced by the employer as soon as possible with the approval of the Chief or his designee.
- C.** Uniforms shall be worn on all duty hours. The Fire Chief shall determine the proper uniform for the work being performed.
- D.** The Board will provide or maintain two sets of Fire District issued properly fitted turnout gear within the term of this contract for each employee. The Fire Chief is responsible for the specifications of all protective clothing; however such clothing must meet all current or newly adopted standards for safety and performance.
1. Two (2) Turnout Coats
  2. Two (2) Turnout Pants
  3. One (1) Pair Structural Firefighting Boots
  4. One (1) Structural Firefighting Helmets
  5. One (1) SCBA Masks
  6. Two(2) Hoods
  7. Two(2) Pairs of Structural Firefighting Gloves

Should an employee wish to upgrade his or her turnout gear to something other than the Fire District issued gear, the Fire District will provide the employee with a check in the amount of the Fire District issued gear cost the Fire District to purchase. The employee shall not be entitled to this check if the Fire District has issued the gear, and it is not ready to be replaced. Moreover, any upgrade in gear must be approved by the Chief.

- E.** Personnel may substitute items for items of equal or higher equivalents with approval as long as department standards are maintained (ex. Zipper station wear boots as opposed to laced boots) as approved by the Fire Chief or designee. Employees wishing to substitute items for items of equal or higher equivalent may do so at their cost.

**F.** The following clothing and quantities shall be a set minimum that each employee shall be issued and maintained at the discretion of the Fire Chief or his designee:

1. 4 PEOSHA compliant Short Sleeve Shirts
  2. 4 PEOSHA compliant Long Sleeve Shirts
  3. 4 PEOSHA compliant Pants
  4. 5 T-Shirts (New Hires shall receive a one time issue of eight (8) T-Shirts).
  5. 1 Badges w/ Seniority Number
  6. 1 Belt
  7. 1 BDU Coat with Removable Liner (Utility)
  8. 2 Pair Station Boots
  9. 2 Job Shirts
  10. 2 Pairs of Shorts ( Physical Training)
  11. 2 Pairs of Sweat Pants (Physical Training)
  12. 2 Sweatshirts ( Physical Training)
- \*\* And Any/All Other Uniforms Mandated by Policy\*\*

**ARTICLE XXV**

**TRAVEL EXPENSES**

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



## ARTICLE XXVI

### HOSPITALIZATION AND MEDICAL BENEFITS

- A.** The District shall offer employees health insurance coverage through the HIF
1. Employees hired on or before June 1, 2008, shall have health insurance coverage provided to them and their eligible dependents at a cost in accordance with State Law.
  2. Employees hired after December 31, 2011 shall be required to pay the fourth tier health care premium for the coverage they select in accordance with State Law.  
  
Employees' cost share will be prorated on a weekly basis and deducted from the employee's pay.
  3. The prescription plan is offered as provided by the HIF.
  4. Employees will be reimbursed a maximum of \$300.00 per employee per calendar year for verifiable receipts resulting from eye care. If employee utilizes District Eye Physician, a Purchase Order will be executed upon submittal off properly completed requisition for Direct Payment to be provided to the District Eye Physician for services rendered. Such purchase order shall be submitted to the Finance Department at least one week prior to the scheduled appointment to provide for sufficient time for review and approval, when possible.
- B.** The District may have the right to change any and all insurance plans and/or carriers so long as the benefits are substantially similar to those provided in the HIF at the signing of this agreement.. The District shall notify the Association (1) when the decision is made to formally evaluate and potentially change insurance coverage. The District shall inform the Labor Management Committee and provide any new carrier's plan information to the Association as it becomes available; and (2) of the decision to change carriers.
- If the District no longer qualifies under the HIF as determined by the HIF, the District shall notify the Association and make every effort to secure new health and/or prescription drug benefit plans with substantially similar benefits to the current health and/or prescription drug benefit programs. The District shall make certain no eligible employee of the Association has any loss of coverage(s).
- C.** An employee shall have the right to "opt out" of the District's available health insurance plans, unless the bargaining unit member is married to or covered under another unit members health care plan in accordance with New Jersey Law. The employee shall provide the District with proof that he or she is covered by another plan. If the employee chooses to opt out, they shall receive twenty-five percent (25%) of the average cost of the plans offered at their respective tier of coverage i.e., single, parent/child, etc. Payment



shall be made in one (1) lump sum during the first pay period of the last month of the premium year. Any employee receiving an opt-out credit understands the amount received is considered taxable income for federal, state and local purposes, where applicable.

- D.** In the event of an employee's separation from the District, hospitalization and medical benefits shall be continued for a period of one (1) month at the District's expense.

## COMMUNICABLE DISEASES

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

ARTICLE XXVIII

LABOR MANAGEMENT COMMITTEE

- A. Separate and distinct Labor Management Committees shall be maintained for both the IAFF Local 3249 represented Firefighters and Fire Officers bargaining unit as well as the represented Administrative Employees bargaining unit.
- B. The Labor Management Committees will be established to discuss matters of mutual concern to labor and management on an as needed basis.
- C. A minimum of one (1) Labor Management Committee meeting will be held with each bargaining unit per calendar month unless otherwise mutually agreed to by the Union and Management.
- D. Each Labor Management Committee meeting will be a minimum of two (2) continuous hours in duration unless otherwise mutually agreed to by the Union and management.
- E. Representatives to each Labor Management Committee shall be three (3) union representatives designated by the Local Union President as well as three (3) management representatives designated by the Chairman to the Board of Fire Commissioners.
- F. Nothing within this agreement shall preclude the separate and distinct committees from meeting jointly with management's representatives when such a joint meeting is deemed necessary.

**PROMOTIONS**

All promotions will be made in accordance with State of New Jersey Civil Service Commission regulations.

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**ARTICLE XXX**

**BULLETIN BOARD**

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

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SERVICE RECORDS

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

**ARTICLE XXXII**

**PRINTING AND SUPPLYING AGREEMENT**

The Fire District will provide the Local with one paper copy of the signed and executed Agreement, with an electronic copy also e-mailed to the Local President and Shop Steward.

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





**ARTICLE XXXIV**

**SEPARABILITY AND SAVINGS**

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



ARTICLE XXXV

MAINTENANCE OF BENEFITS

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

**ARTICLE XXXVI**

**FAMILY MEDICAL LEAVE ACT**

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



**ARTICLE XXXVII**

**JURY DUTY**

All employees shall be granted time off without loss of pay, vacation time or compensatory time for jury duty. The employee must be scheduled to work in order to receive administrative leave for jury duty. If the employee is released from jury duty with at least four (4) hours left on their shift they must return to work.

**ARTICLE XXXVIII**

**ACTING OUT OF TITLE**

Whenever the assigned fire officer for an entire shift (scheduled time off, sick, injured) a properly qualified firefighter from the shift shall move up and “act” as the officer on a rotational basis. Acting officers shall be paid the officer’s rate when he/she has acted for two or more consecutive shifts.



**EMERGENCY LEAVE**

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



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**ARTICLE XL**

**FULLY BARGAINED AGREEMENT**

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

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

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

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

**ARTICLE XLI**

**SUPERSEDING CLAUSE**

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





ARTICLE XLII

NEW JERSEY STATE DISABILITY BENEFITS PROGRAM

- A.** The Board of Fire Commissioners, by approval of this agreement, shall elect voluntary temporary disability insurance coverage under the State Plan by filing written notice of such election with the State of New Jersey, Department of Labor, Division of Employer Accounts. This coverage shall be applicable to all employees of the Board who are deemed under law to be covered by the New Jersey Unemployment Law.
- B.** The cost of obtaining this coverage is by law, divided between the employer and the employee. For example, for the period January 1, 2002 through June 30, 2002, the employer contribution rate was one half of one percent of the taxable wages paid (Subject to a taxable wage base).
- C.** All employees subject to this agreement, and all other District employees, must agree to make contribution toward financing to ensure the Board's inclusion in the Temporary Disability Benefits program.
- D.** All employees subject to this agreement consent to the contribution to the program and do hereby authorize the Board to take deductions from their salary as provided by law to ensure participation in the program.

## SPOUSAL MATERNITY LEAVE

Employees shall be granted spousal maternity leave pursuant to the Family and Medical Leave Act provisions.

**ARTICLE XLIV**

**MANDATORY CONTINUING EDUCATION CLASSES**

**A.** Conferences/Training Courses

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

**B.** Continuing Education

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

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

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

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

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

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

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

## STATION CONDITIONS, SANITATION AND UPKEEP

- A. The board agrees to supply and make available all materials required in the day to day maintenance and upkeep of all fire houses, interior and exterior occupied by Winslow Township Career Firefighters.
- B. In the event the District creates 24 hours crews, the District will make arrangements for adequate living quarters for firefighters, including but not limited to, reasonable space for cooking of meals and snacks, dining facilities, lockers, toilets and bathing facilities. The furnishings for such facilities shall be supplied and maintained by the board.
- C. A representative for the employees will share a seat on any committee involved with the designing of a new station and / or modifying existing facilities. The representative who shares a seat in a committee as described above shall do so without pay.
- D. It is recognized that all members are responsible for the care and proper use of all equipment and items furnished, beyond normal wear and conditions beyond their control.

## ARTICLE XLVI

### FIREFIGHTER SAFETY AND HEALTH

- A.** The board agrees to maintain the applicable standards of safety and health in the Fire Department in accordance with the standards promulgated by all applicable provisions of the NJ Public Employees' Occupational Safety and Health Act (NJ PEOSHA).
- B.** PPD tests will be made available to the employee at least once a year.
- C.** Hepatitis Titre tests will be made available once every five years.
- D.** For every eighteen (18) hour tour of duty, employees shall be entitled to a minimum of six (6) hours of down time. This does not include meal periods.
- E.** In the event that an employee is only given six (6) hours off between tours for call in/force in per Overtime Policy, or in extreme circumstances (weather, natural disasters, mandatory standby etc) the company officer reserves the right to allow for adequate down time (including additional hours slept) to ensure physical and mental alertness as he/she deems necessary for the safety of all firefighters.
- F.** In addition, employees will be authorized a period of one and a half hours (1 ½ hours) while on duty working an eighteen (18) hour shift for physical fitness training. Employees working an eight (8) hour shift shall be authorized a period of one (1) hour for physical fitness training. This will include rest, clean-up and shower times.


ARTICLE XLVII

DURATION, TERM AND RENEWAL

THIS AGREEMENT shall be effective September 1, 2012 and shall remain in full force and effect through December 31, 2015. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, during the month of September of the final contract year, that it desires to modify this agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) calendar days prior to the termination date. This Agreement shall remain in full force and effect during the period of negotiations.


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

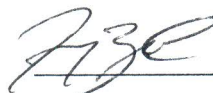
BOARD OF FIRE COMMISSIONERS  
WINSLOW TOWNSHIP FIRE DISTRICT #1

By: 

WITNESS:

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

By:  KEITH B. KEMERY President

WITNESS:  Timothy Leck Secretary