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PREAMBLE

THIS AGREEMENT, entered into this the day of , 2010 by and between the TOWNSHIP OF PENNSAUKEN, in the County of Camden, a Municipal Corporation of the State of New Jersey, hereinafter called the “Township”, and the Pennsauken Firemen’s Mutual Benevolent Association, F.M.B.A., Local 64, hereinafter called the “F.M.B.A.”, represents the complete and final understanding on all bargain able issues between the Township and the F.M.B.A..

ARTICLE I

RECOGNITION

- A. The Township hereby recognizes the F.M.B.A. as the sole and exclusive collective negotiating agent and representative for all fulltime employees of the Township of Pennsauken Fire Department as per Public Employment Relations Commission R.O. # 95-12.
- B. The title “employee” shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II

MANAGEMENT RESPONSIBILITY

- A. The Township of Pennsauken hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States including, but without limiting the generality of the foregoing, the following rights:
- 1.) The executive management and administrative control of the Township Government and its properties and facilities and activities of its Firefighters utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
 - 2.) To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of Firefighters needed for any particular time and to be in sole charge of the quality and quantity of the 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 Career Firefighters.
 - 4.) To hire all Firefighters to promote, transfer, assign or retain in positions within the Township.
 - 5.) To suspend, demote, discharge or take any other appropriate disciplinary action against any Firefighter for good and just cause according to law.
 - 6.) To layoff Firefighters in the event of lack of funds under conditions where continuation of such work would be inefficient and non-productive.

- 7.) The Township reserves the right with regard to all conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Fire Department.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms thereof are in conformance with the Constitution and laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R. 40A:1-1 et seq. or any other National, State, County or local laws or regulations.

ARTICLE III

RULES AND REGULATIONS

Proposed new rules and regulations or modifications of existing rules, orders, procedures or policies governing negotiable working conditions addressed within this contract, shall be negotiated with a majority representative before they are established.

ARTICLE IV

NON-DISCRIMINATION

- A. The Township and the F.M.B.A. agree that there shall be no discrimination against any Firefighter because of race, creed, color, religion, sex, national origin, age or political affiliation.

- B. The Township and the F.M.B.A. agree that all Firefighters 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 Township or the F.M.B.A. against any Firefighters because of the Firefighters membership or non-membership or activity or non-activity in any such organization.

ARTICLE V

MAINTENANCE OF WORK OPERATIONS

- A. The F.M.B.A. hereby covenants and agrees that during the term of this Agreement, neither the F.M.B.A. nor any person acting in its behalf will cause, (i.e., the concerted failure to report, for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employees duties of employment), work stoppage, slowdown, walk-out or other illegal job action against the Township. The F.M.B.A. agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, slow-down, walk-out, or other job action, it is covenanted and agreed that participation in any such activity by any F.M.B.A. member shall entitle the Township to consider such activity grounds for termination of employment of such Firefighter or group of such.
- C. The F.M.B.A. agrees that it will make every reasonable effort to prevent its members from participating in any strike, work-stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Township and that the F.M.B.A. will publicly disavow each action and order all such members who participate in such activity to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the F.M.B.A. order.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the F.M.B.A. or its members.

ARTICLE VI

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible, an equitable solution to the problems, which may arise effecting the terms and conditions or employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any Firefighter having a grievance to discuss the matter informally with any appropriate member of the Department.
- C. The term “grievance” as used herein means an appeal by an individual Firefighter or the F.M.B.A. on behalf of an individual Firefighter or a group of Firefighters from the interpretation, application or violation of terms and conditions of this Agreement.

No grievance may proceed beyond Step # 1 herein unless it constitutes a controversy arising over the interpretation, application or violation of terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step # 1.

Nothing herein shall be interpreted as intending to remove from arbitration disputed disciplinary actions, which are mandatorily arbitrable pursuant to law.

- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any Step is waived by mutual consent.

STEP ONE: The aggrieved or the F.M.B.A. shall institute action under the provisions hereof within five (5) calendar days after the event giving rise to the grievance has occurred and an earnest effort

shall be made to settle the differences between the aggrieved Firefighter and the immediate career supervisor for the purpose of resolving the matter informally. Failure to act within said five (5) calendar days shall be deemed to constitute an abandonment of the grievance.

STEP TWO: If no agreement can be reached orally within five (5) calendar days of the initial discussion with the immediate career supervisor, the Firefighter or the F.M.B.A. may present the grievance in writing within five (5) calendar days thereafter to the Chief of the Fire Department or his designated representative. The grievance, if presented by the F.M.B.A., shall have the written acknowledgement of the Firefighter to the F.M.B.A. at the time of filing the grievance with the Chief of the Fire Department. Such acknowledgement will be retained by the F.M.B.A. until requested by the Township Administrator upon reaching Step Three. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of this contract violated and the remedy requested by the grievant. The Chief of the Fire Department or his designated representative will answer the grievance in writing within five (5) calendar days of receipt of the written grievance.

STEP THREE: If the F.M.B.A. wishes to appeal the decision of the Chief of the Fire Department, such an appeal shall be presented in writing to the Township Administrator within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. Failure to provide the written grievance and answer as required in Step Two, to the Township Administrator within the time prescribed above, shall constitute an abandonment of the grievance. The Township Administrator shall respond in writing to the grievance within fifteen (15) calendar days of the submission.

STEP FOUR: If the F.M.B.A. wishes to appeal the decision of the Township Administrator, such an appeal shall be presented in writing to the Township Committee within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. Failure to provide the written

grievance and answer as required in Steps Two and Three, to the Township Committee, within the time prescribed above, shall constitute an abandonment of the grievance. The Township Committee shall respond in writing to the grievance within thirty (30) calendar days of submission.

STEP FIVE: In the, event the grievance has not been resolved in or at Step Four, the matter may be referred to binding arbitration as hereinafter provided. In the event that the Township or the F.M.B.A. desires to submit a grievance to arbitration, the following procedure shall be followed:

- a.) The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party(ies) within ten (10) working days following receipt of the Township Committee's determination. The only issue, which maybe submitted to arbitration, is the grievance presented to the Township Committee in **Step Four**. The notice of intent to arbitrate shall contain the statement of the issue, which shall not expand or otherwise modify the issue considered in **Step Four**.
- b.) The party demanding arbitration shall request Public Employment Relations Commission (P.E.R.C.) to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the Rules and Regulations of P.E.R.C.
- c.) The costs of the services of the arbitrator shall be borne equally by the Township and the F.M.B.A.
- d.) The decision of the arbitrator shall be in writing and shall include the reasons for such decision.
- e.) The decision of the arbitrator shall be final and binding upon the Township and the F.M.B.A.
- f.) The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

- g.) The arbitrator shall be bound by the provisions of this Agreement and the Constitution and the laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
- E. Upon prior notice to and authorization of the Chief of the Fire Department, the designated F.M.B.A. representative shall be permitted as members of the Grievance Committee to confer with the Firefighters and the Township on specific grievance in accordance with the grievance procedure set forth herein during work hours of the Firefighters, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township of Pennsauken or require the recall of off-duty Firefighters.
- F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.
- G. Firefighters covered by this Agreement shall have the right to process their own grievance without representation by the F.M.B.A. or other counsel.
- H. In the event the aggrieved elects to pursue remedies available through Department of Personnel, the grievance shall be cancelled and the matter withdrawn from the procedure. It is agreed between the parties that no arbitration hearing shall be held until after the

expiration of at least thirty (30) calendar days after the decision rendered by the Township Committee on the grievance. In the event the grievant pursues his remedies through the Department of Personnel the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the F.M.B.A.

ARTICLE VII

DUES DEDUCTION AND AGENCY SHOP

- A. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the F.M.B.A. Such deductions shall be made in compliance with Chapter 123, Public Laws 1974, N.J.S.A. (R.S.) 52:14-15.9e as amended.
- B. A check-off shall commence for each employee who signs a properly dated authorization card supplied by the F.M.B.A. and verified by the Municipal Finance Officer during the month following the filing of such card with the Township.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the F.M.B.A. shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorization cards from its members showing authorized deduction for each employee, or an official notification on the letterhead of the F.M.B.A. and signed by the President of the F.M.B.A. advising of such changed deduction.
- D. The F.M.B.A. will provide the necessary “check-off authorization” form and the F.M.B.A. will secure the signatures of its members on the forms and deliver the signed forms to the Municipal Finance Officer.
- E. Any such written authorization may be withdrawn at any time by the filing of such withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.93, as amended.
- F. The township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the F.M.B.A. and transmit that fee to the majority representative.

- G. The deduction shall commence for each employee who elects not to become a member of the F.M.B.A. during the month following written notice from the F.M.B.A. of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must be furnished to the New Jersey Public Employment Relations Commission.
- H. The fair share fee for services rendered by the F.M.B.A. shall be in an amount equal to the regular membership dues, initiation fees and assessment of the F.M.B.A., less the cost of benefits financed through the dues and available only to members of the F.M.B.A., but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessment.
- I. 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 it is necessary for the F.M.B.A. 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 Township.
- J. Prior to January 1st and July 31st each year, the F.M.B.A. shall provide advance written notice to the Public Employment Relations Commission, the Township, and to all employees within the unit, the information necessary to complete the fair share fee for services enumerated above, if necessary.
- K. The F.M.B.A. shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the F.M.B.A. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

- L. The F.M.B.A. shall indemnify, defend and save the Township 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 Township in reliance upon official notification on the letterhead of the F.M.B.A. and signed by the President of the F.M.B.A. advising of such changed deduction.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

- A. The regular work week for all Career Firefighters shall be as listed below, which includes one hour paid lunch per day at straight time.
- 1.) The hours for all Career Firefighters shall be as follows:
 - a.) The regular workweek for all Career Firefighters will be Monday thru Friday 6:00 AM to 6:00 PM with each Career Firefighter working four (4) twelve (12) hour shifts during each work week.
 - b.) All Career Firefighters whose employment is subject to the terms and conditions of this Agreement shall be assigned to work by the Chief of the Department in accordance with the provisions of this Article.
 - 2.) The Chief of the Department in his or her discretion shall schedule the workdays of each Career Firefighter in accordance with the workweek set forth in paragraph 1 (a) above giving as much regard as possible for the preference of senior Career Firefighters.
 - a.) Seniority shall be determined by ranking Career Firefighters according to their length of service as a Career Firefighter with the Township of Pennsauken.
 - b.) Ranking shall begin with the most senior Career Firefighter being the Career Firefighter with the most accumulated time in service as a Career Firefighter in the Pennsauken Fire Department and then descending in order to the next senior Career Firefighter, and so on. When more than one (1) Career Firefighter is hired on the same day then the ranking shall be determined by the Firefighters standing on the Department of Personnel hiring list at time of employment.

- c.) If all vacancies for a particular shift are filled, then the Firefighter's next alternate selection of shift shall be given.
 - 3.) All shift and overtime assignments shall be made by the Chief of the Department giving as much regard as possible for the preference of senior Firefighters. However, the parties recognize that the Chief of the Department in making such assignments must be given discretion to assure adequate protection of the Township of Pennsauken and its residents. The Chief of the Department shall not exercise this necessary discretion for any arbitrary or capricious reasons. Assignments in the scheduling of work shall be made in accordance with seniority except where the Chief of the Department determines that a deviation from seniority is necessary to insure the maximum effectiveness of the Fire Department.
 - 4.) Changes shall not be made in any manner which are arbitrary or capricious. All shift assignments shall be reviewed in not less than an annual basis in an effort to accommodate the scheduling preferences of senior Career Firefighters. The transfer requests shall be made no later than January 2nd of each year with the transfers happening the first Monday of February of each year. Any Firefighter who desires to be transferred to another shift and is aware of a vacancy in that shift or another Firefighter willing to be reciprocally transferred, shall have the right to make a request through the chain of command to the Chief of the Department and such transfer request shall not be unreasonably denied.
- B. Overtime shall be defined as all work performed in excess of the hours permitted under the Fair Labor Standards Act workweek or as determined by existing contractual agreements. Overtime shall be paid at a rate of one and one-half ($1\frac{1}{2}$) times the employee's straight time hourly rate.
 - C. Overtime shall be paid at one and one-half ($1\frac{1}{2}$) times the Firefighter's regular straight time rate for all hours worked in excess of the Career Firefighters regular tour of duty worked during the Monday thru Sunday workweek.

- D. For the purpose of this Article, hours worked shall apply only to those hours worked in service for the Township of Pennsauken in fire protection and prevention activities.
- E. Overtime hours shall be computed in fifteen (15) minute increments. Any minute of overtime worked up to and including the first fifteen (15) minutes shall be counted as fifteen (15) minutes in computing overtime hours. Minutes worked in excess of fifteen (15) minutes shall be calculated to the nearest fifteen (15) minute interval.

By way of example:

- a.) If a Firefighter works sixteen (16) minutes of overtime, the Firefighter shall be paid for fifteen (15) minutes of overtime.
 - b.) If a Firefighter work twenty-three (23) minutes of overtime, the Firefighter shall be paid for thirty (30) minutes of overtime.
- F. It is understood that from time to time Firefighters will participate in after shift activities in accordance with Pennsauken Fire Department Standard Operating Procedure (SOP) 125. During those times the Township agrees to exchange hours with the Firefighters, for time spent performing their after shift activities, within thirty (30) days of said activity.

ARTICLE IX

NEGOTIATIONS

- A. Those Firefighters who are members of the bargaining team in regard to negotiations shall be reassigned to negotiations on Monday thru Friday 8:00 A.M. to 5:00 P.M. In the event a negotiating session goes beyond 5:00 P.M., the Township shall have no obligation to pay members of the bargaining team for that additional time.

ARTICLE X

SALARIES

A. All bargaining unit employees employed as of January 1, 2002, shall be subject to the following salary schedule.

- 1.) Salary schedule commencing January 1, 2010 through December 31, 2010..... \$ 91,786
- 2.) Salary schedule commencing January 12, 2011 through December 31, 2011..... \$ 95,228
- 3.) Salary schedule commencing January 1, 2012 through December 31, 2012..... \$ 98,799
- 4.) Salary schedule commencing January 1, 2013 through December 31, 2013..... \$102,751

B. All bargaining unit employees employed after January 1, 2002, shall be subject to the following salary schedule.

- 1.) Step 1: \$36,500
- Step 2: \$40,000
- Step 3: \$43,500
- Step 4: \$47,000
- Step 5: \$51,000
- Step 6: \$56,000
- Step 7: \$60,750
- Step 8: \$64,750
- Step 9: \$69,250
- Step 10: \$74,000

For Firefighters employed as of January 1, 2010, initial placement in the above salary schedule will be as follows. Subsequent movement within the stated schedule will occur on firefighter's anniversary date.

Firefighters hired on December 28, 2009

(A) \$43,296 in 2010 (B) Step 4 on January 1, 2011

Firefighters currently in step 1

Move to Step 4 in 2010 Anniversary

Firefighters currently in step 3:

(A) Begin 2010 at step 5 (B) Move to \$53,500 on Anniversary in 2010

(C) Move to step 6 in 2011 on Anniversary

Firefighters currently in step 5

(A) Start 2010 at step 6 (B) Move to step 7 on Anniversary

Firefighters currently in step 6

Move to step 7 on January 1, 2010

- C. The foregoing annual salaries shall be paid in equal installments on every Thursday after 3:00 P.M. throughout the year. When a payday falls on a holiday, the salary shall be paid on the proceeding day. In the event paychecks are not available on Thursday due to circumstances beyond the control of the Township, the Township shall notify the highest ranking career Firefighter in attendance as soon as possible.
- D. Payment of vacation time in advance may be made on the scheduled payday prior to the vacation period upon written notice of at least one (1) week to the Treasurer.
- E. Other contractual agreements related to fringe benefits directly affecting compensation of Firefighters and employees shall remain in force as adopted by the Township.
- F. Rates of pay shall be paid retroactively to the commencing date of the salary schedule, or the date of hire, if subsequent to that date.

- G. In the event that a Fire Official is absent from work due to an illness, injury or military leave that prohibits him/her from performing their duties as a Fire Official for thirty (30) consecutive days, his/her temporary replacement(s), as assigned by the Fire Chief, will receive an increase in their hourly rate of pay equal to the difference between the highest rate of pay for a Fire Official and the highest rate of pay for a Firefighter, per the FMBA Contract. The replacement(s) will be eligible for this hourly rate of pay differential retroactive to the first day the Fire Official is absent from work.

In order for this Section G to be applicable and entitle a temporary replacement to receive the differential in their hourly rate of pay, in accordance with the first paragraph of this section G, the Fire Officials' absence from work must be precipitated by his/her own illness or injury and not by the taking of time off for any other reason including vacation, holidays, personal days, union business, training or seminars.

In the event that a Fire Official has exhausted his/her accumulated sick time, vacation holidays and personal days are acceptable for use in conjunction with illness or injury for a firefighter to receive the hourly rate of pay differential under this Article.

- H. In the event that a Lieutenant is absent from work, his/her temporary replacement, as assigned by the Fire Chief, will receive a stipend of \$25.00 for each day of work in addition to the replacement's ordinary and regular salary.

ARTICLE XI

LONGEVITY

A. Longevity pay is to be given to each Firefighter at the following rate:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY PAY</u>
Starting - 4 th Year	0% of base pay
Beginning 5 th – 9 th Year	3% of base pay
Beginning 10 th – 14 th Year	4% of base pay
Beginning 15 th – 19 th Year	5% of base pay
Beginning 20 th – 25 th Year	6% of base pay

B. Beginning with the twenty-sixth (26) year of service, each Firefighter will receive an additional one (1) percent longevity for each additional five (5) years of service.

C. Longevity is not to be deducted from the pay raise but to be in addition thereto, and shall be issued separately within the second pay period of January of the succeeding year and shall be based upon his salary in effect in the preceding year.

ARTICLE XII

HOLIDAYS

A. The following days shall be recognized as holidays:

- 1.) New Years Day
- 2.) Washington Birthday
- 3.) Memorial Day
- 4.) Independence Day
- 5.) Labor Day
- 6.) Thanksgiving Day
- 7.) Christmas Day
- 8.) Veteran's Day
- 9.) Good Friday
- 10.) Easter Sunday
- 11.) Election Day
- 12.) Lincoln's Birthday
- 13.) Martin Luther King Day

B. Each Firefighter shall receive twenty-seven (27) additional working hours leave of absence in addition to said holidays with pay, bringing a total of one hundred forty-four (144) hours off. The twenty-seven (27) hours shall be known as Personal Hours/Time and shall be treated the same as holidays.

- C. Firefighter may take such holiday leave at a time convenient to the Township and with the approval of the members of the governing body in charge of the Fire Department. These holidays will be able to be carried over to the following years, or the Firefighter may be paid for his unused holidays as an option on or before the second pay period of January of the succeeding year by a separate check. The Firefighters ability to sell back unused holidays and vacation hours shall be limited to the number of hours which that Firefighter earned or would have earned in that calendar year.

- D. All additional holidays declared by the Mayor for Township employees during the duration of this agreement shall be declared for the Firefighters when given to Township employees. The use of such holidays shall be subject to availability of manpower. "Additional Holidays" shall not include the emergency closing of Township offices. (i.e. snow days).

- E. Holiday and Personal hours which arise while a Firefighter is out of work due to injury in the line of duty may be carried over by the Firefighter for one year following the date of the holiday, any provision in this Agreement to the contrary notwithstanding.

ARTICLE XIII

ANNUAL VACATION LEAVE

A. Annual vacation leave of absence shall be granted to each Firefighter as follows:

Starting to the end of the 1 st year	135 hours
Start of 2 nd year to the end of the 4 th year	153 hours
Start of 5 th year to the end of the 9 th year	180 hours
Start of 10 th year to the end of the 14 th year	207 hours
Start of the 15 th year to the end of the 19 th year	234 hours
Start of the 20 th year	261 hours

B. 1.) Vacation can be carried over to the following year or be paid on or before the second pay period of January of the succeeding year for his remaining vacation hours. This decision will be left to the Firefighter.

2.) Any Firefighter may sell back vacation time equal to the number of hours he has earned or would have earned in that calendar year.

C. If an employee terminates his employment with the Township, or his employment is terminated by the Township, he shall be entitled to receive vacation and/or vacation pay on a pro-rated basis.

ARTICLE XIV

SICK LEAVE WITH PAY

- A. All permanent fulltime Firefighters covered by this Agreement shall be granted sick leave with pay in the amount of twelve (12) working hours per month of service not to exceed one hundred eight (108) hours per year during the remainder of the first calendar year of service and one hundred fifty-three (153) working hours in every calendar year thereafter.
- B. Any amount of sick leave not used in any calendar year shall be accumulated to the Firefighter's credit from year to year to be used if and when needed for such purpose.
- C. Sick leave is hereby defined as an absence from post duty of a Firefighter because of illness, accident, and exposure to contagious disease, attendance upon a member of the Firefighter's immediate family seriously ill and requiring the care or attendance of such Firefighter, or absence caused by death in the immediate family of such Firefighter.
- D. Immediate family, for the purpose of the use of sick leave shall mean mother, father, sister, brother, spouse or child.
- E. Any Firefighter who shall be absent from work for five (5) or more consecutive working days for sick leave shall be required to submit acceptable medical evidence substantiating the illness.
- F. A Firefighter Career Supervisor, at his or her discretion and at any time, may require the Firefighter to submit acceptable medical evidence of proof of illness or may require the Firefighter to undergo a physical examination, whenever such a requirement appears reasonable to the supervisor.
- G. In order to receive compensation while absent on sick leave, a Firefighter shall report his or her absence at least one (1) hour prior to the start of his or her shift, where possible, except where emergency circumstances prevent the Firefighter from doing so. In those circumstances the Firefighter shall report his or her absence as

promptly as possible. Where it is not possible to report the absence at least one (1) hour prior to the start of the shift, the Firefighter shall report his or her absence at some point in time prior to the start of the shift. Failure to notify may be cause of denial of the use of sick leave for that absence, and constitute cause for disciplinary action.

- H. Absence without notification for five (5) consecutive days working shall constitute a resignation as per Title 11.
- I. Abuse of sick time shall be cause for disciplinary action and may cause justifiable cause for dismissal.

ARTICLE XV

INJURY LEAVE

- A. In the event a Firefighter becomes disabled by reason of a work related injury or illness and is unable to perform his duties, then in addition to any sick leave benefits otherwise provided for herein, he shall be entitled to full pay for a period of up to one (1) year, provided all conditions of this Article are met.
- B. Any Firefighter who is injured, whether slight or severe, while working must make immediate report of the injury prior to the end of shift thereof to the immediate career supervisor. Failure to do so may result in the failure of the Firefighter to receive compensation under this Article.
- C. The Firefighter shall be required to present evidence by a certificate from a duly authorized physician that he is unable to work, and the Township may reasonably require the Firefighter to receive compensation under this Article.
- D. If the Township does not accept the certificate of the physician, the Township shall have the right, at its own cost, to require the Firefighter to obtain a physical examination and certification of fitness by a physician appointed by the Township.
- E. In the event the Township physician certifies the Firefighter fit to return to duty, injury leave benefits granted under this Article shall be terminated.
- F. In the event any Firefighter is granted said injury leave, the Township's sole obligation shall be to pay the Firefighter the difference between his regular pay and any compensation, disability or other payments received from other sources paid for by the Township. At the Township's option, the Firefighter shall either surrender and deliver any compensation disability or other payments to the Township and receive his entire salary, or the Township shall only pay the difference.

- G. If the Township can prove that a Firefighter has abused his privileges under this Article, the Firefighter will be subject to disciplinary action by the Township, up to and including termination.

- H. Cardiac failure on or off the job shall be construed as occurring on the job for any purpose including compensation. All compensation checks realized by the Firefighter during such time as the Firefighter is receiving full salary from the Township shall be endorsed over to the Township. The Township's maximum liability under this section shall be one (1) year's salary. However, in no event shall the Firefighter be entitled to any Worker's Compensation from any source other than the Township's Worker's Compensation Insurance Company. Any decision by the Worker's Compensation Court or, if an appeal, the Appeals Court, shall be binding on both the Township and the Firefighters.

ARTICLE XVI

FUNERAL LEAVE

- A. In the event of death in the Firefighter's immediate family, the Firefighter shall be granted time off without loss of pay from the day after death, but in no event shall said leave exceed five (5) calendar days.
- B. The "immediate family" shall include husband, wife, child, mother, father, brother, sister, mother-in-law, father-in-law, or any family member residing in the Firefighter's home.
- C. Three (3) day's leave without loss of pay from day of death or day of funeral shall be granted for the following relatives: brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild and grandparents.

ARTICLE XVII

MILITARY LEAVE

- A. Firefighters who are members of the National Guard or Naval Militia of this State or the military or naval forces of the United States who are required to undergo field training therein, shall be entitled to an additional leave of absence with pay for the period of such field training. Any Firefighter called to extended active service with the Armed Services of the United States, shall be placed upon leave of absence without pay for the period of his service.
- B. Any Firefighter entering extended active military service with the Armed Services of the United States shall be granted one (1) month's salary in the form of military leave with pay. Such Firefighter shall be granted military leave without pay for the balance of his active military service and to include New Jersey National Guard and/or New Jersey Naval Militia.
- C. Earned and unused annual vacation leave of absence may be used by the Firefighter before military leave without pay becomes effective.

ARTICLE XVIII

SPECIAL LEAVE WITH PAY

- A. Subject to the approval of the members of the governing body, or the head of the department, Firefighters who are appointed or elected to an executive position in a bona fide service organization shall be granted administrative leave of absence without loss of pay to attend regular organized local, state or national meetings of the Firefighters Mutual Benevolent Association (F.M.B.A.) at the sole discretion of the governing body or the head of the department. The criterion to be used for refusing such leave is available manpower. Additional Firefighters may also be granted administrative leave of absence without loss of pay to attend such meetings, at the sole discretion of the member of the governing body or the head of the department.
- B. Firefighters notified for a scheduled Civil Service examination shall be granted administrative leave of absence without loss of pay covering the period required for such examination, including travel time, unless the examination falls on his regular scheduled day off.
- C. All special administrative leaves of absences granted under this section shall be recorded and reported to the Chief of the Fire Department and cosigned by the Township Administrator as the representative of the governing body of the Township.
- D. Emergency leaves of absences granted Firefighters by the Chief of the Fire Department, or in his absence and if unavailable, the next most senior officer in the chain of command who is available. Such leaves of absences shall be granted only upon submission of ample proof, which substantiates the nature of the emergency.

ARTICLE XIX

LEAVE OF ABSENCE WITHOUT PAY

- A. The member of the governing body at the head of said department may grant a leave of absence without pay to any Firefighter upon presentation of satisfactory reasons.
- B. Such leave of absence may be extended by the Head of the Department for a period not to exceed an additional six (6) months.

ARTICLE XX

HOSPITALIZATION AND MEDICAL-SURGICAL INSURANCE

- A. Each Firefighter and/or his/her family shall receive hospitalization and major medical surgical insurance under a PPO plan and/or P.O.S. insurance plan as an option with coverage's effective June 1, 2002, or its equivalent, provided that any change must be made in accordance with the provisions of subparagraph G. herein with the following deductibles and annual maximum exposure amounts in the PPO plan for supplemental and out-of-network services.
- 1.) \$500/\$750 deductible.
 - 2.) \$10,000/\$20,000 annual maximum exposure based upon 20% co-insurance payment.
 - 3.) All in-network services continue to be paid at 100%.
- B. Effective January 1, 2010, all active, non-retired Firefighters only, shall be required to pay one (1) percent of their base salary per year, broken down in weekly installments, towards the cost of such coverage. These payments shall be made on a pre tax basis pursuant to an IRS section 125 salary reduction premium only, in accordance with the Township's regular payroll practices. Such contributions shall cease upon the Firefighters retirement.
- C. The Township shall provide, in addition to those benefits described above, the following additional coverage for Firefighters and their families as in effect at the commencement of this agreement.
- 1.) Dental
 - 2.) Prescription
 - 3.) Vision, Vision Service Plan

The Township agrees to maintain in effort either the above coverage's or their equivalent, except effective January 1, 2012 the co-payments for doctors visits shall be increased from \$10.00 to \$15.00; co-payments for generic drugs shall be reduced from \$7.00 to \$5.00; and co-payments for brand name drugs increased from \$15.00 to \$20.00.

- Further, the prescription program shall exclude coverage for medications or drugs prescribed for obesity, smoking cessation and fertility.
- D. The cost of the said dental plan, eyeglass plan and prescription plan (after co-payment of \$7.00 for generic drugs/\$15.00 for non-generic drugs by the employee) shall be borne by the Township of Pennsauken.
 - E. Each Firefighter will have the right to choose his own medical facility for emergency treatment if he is injured while on duty. Thereafter, Worker's Compensation laws shall determine control of treatment.
 - C. If available, the Township agrees to pay up to a maximum of sixty-five dollars (\$65.00) per year per Firefighter for the purchase of a vicarious liability insurance plan. Any increase in the premiums above the sixty-five dollars (\$65.00) per year per Firefighter will be borne by the individual Firefighter or the F.M.B.A. The Township agrees, upon presentation of the insurance premium or other proof, to allow Firefighters to pay their required portion of the premium through deduction.
 - G. The Township has the right to change insurance carriers or institute a self-insurance program so long as the same or better benefits are provided after written notification to the F.M.B.A. In addition, after notification to the F.M.B.A., the Township reserves the right to institute programs of pre-certification and case management so long as the level and scope of benefits as set forth in this article are not affected.
 - H. It is recognized and understood that the Township and all of its employees currently participate in the New Jersey State Disability program and that such participation shall continue.

ARTICLE XXI

PHYSICAL EXAMINATIONS

- A. The Township must supply each Firefighter a complete physical each year, which would be provided by and paid for through the Township's health insurance program.

ARTICLE XXII

EDUCATIONAL BENEFITS

- A. The Township shall agree to establish uniform procedures for assisting Firefighters to attend college or other schools to increase their efficiency and effectiveness as Firefighters.
- B. All college credits obtained by any Firefighter, after employment with the Township shall be paid at the rate of twenty-five (\$.25) cents per credit per week for two (2) years from the date of obtaining such credit. Thereafter the payments shall cease.
- C. In order for credits to be eligible for payment under this Article, they must have been earned from either courses relating to firefighting or from courses required to be taken in degree programs dealing with firefighting.
- D. College credit payment request shall be submitted to the Chief of the Fire Department for approval. The Chief shall grant approval when proof of compliance with this Article is produced.
- E. Firefighters may have the option of being docked for the hours taken to attend college or to take vacation, holiday or personal days, or any part thereof, in order to attend college, subject to availability of manpower.

ARTICLE XXIII

MILEAGE

- A. In the event a Firefighter is required to use his personal vehicle in connection with Township business, he shall be reimbursed for mileage at the rate which complies with the yearly IRS standard. Mileage will not be allowed for any and all trips which involve attending state monthly meetings and/or conventions.
- B. The Township, in its sole discretion, may unilaterally increase the mileage reimbursement.

ARTICLE XXIV

SEVERANCE PAY

- A. Upon retirement or disability, the Firefighter shall receive severance pay of one (*1%*) percent of his base pay times the number of years of service as a paid Firefighter with the Fire Department of the Township of Pennsauken.

ARTICLE XXV

RETIREMENT

- A. Firefighters shall retain all pension rights available to them under applicable laws of the State of New Jersey and ordinances of the Township of Pennsauken. The employee and his family shall be covered by medical benefits equal to those of active Firefighters (under Article XX Hospitalization and Medical-Surgical Insurance), which cost of such hospitalization and medical programs, shall be paid for by the Township of Pennsauken until the said Firefighter reaches the age of sixty-five (65) years. “A Firefighter is eligible for retirement benefits under this Article so long as he is eligible to retirement and/or disability pursuant to the Police and Firemen’s Retirement System or Public Employees Retirement System.
- 1.) In addition thereto, upon retirement, the Firefighter shall be paid at his salary rate for all accumulated holidays and vacation days up to one hundred (100) due said Firefighter, as of the day of such retirement or upon disability which causes termination of employment, the Firefighter shall be paid at his salary rate for all accumulated holidays and vacation days due said Firefighter as of the day of such termination.
- B. Upon reaching the age of sixty-five (65) years, and until death of the Firefighter, the Township agrees to provide a Firefighter and his family, who has no medical benefits, coverage’s equal to those of active members under Article XX, Section A, also to include Prescription Plan, Hospitalization and Medical-Surgical Insurance. Eyeglass and Dental coverage will be at the option of the Township.
- C. Upon reaching the age of sixty-five (65) years and until death of the Firefighter, the Township agrees to provide the Firefighter and his family, who has some medical benefits supplemental coverage to ensure the Firefighter benefits equal to those of active Firefighter under Article XX, Section A, also to include Prescription Plan, Hospitalization and Medical-Surgical Insurance. Eyeglass and Dental coverage will be at the option of the Township.

- D. This Article shall apply to former Ambulance Drivers who were members of F.M.B.A. Local 64 under previous contracts and who retired from service while members of F.M.B.A. Local 64 during the period of time that the contract between F.M.B.A. Local 64 and the Township covered Ambulance Drivers.

- E. Any changes to this Article (XXV) must be approved by those affected by it, both active and retired.

ARTICLE XXVI

UNIFORM ALLOWANCE

- A. Once a year, at a time to be determined by the Chief of the Fire Department, each Firefighter will be given the opportunity to purchase the proper uniform equipment needed for that year at a cost of four hundred twenty five dollars (*\$425.00*) per Firefighter in 2010, seven hundred fifty dollars (*\$750.00*) in 2011, and eight hundred dollars (*\$800.00*) in 2012. This money will be available for each year of this contract. Such purchases shall be ordered and obtained expeditiously. In addition, if during the course of the year, a portion of the uniform is damaged while carrying out official duties, the Firefighter involved shall report it, and an inspection will be made and the new item ordered and obtained if required.
- B. All Firefighters will be uniformly equipped with the Township bearing all expense for said uniforms.
- C. Uniforms lost or destroyed due to the negligence of the Firefighter shall be replaced at the Firefighter's expense.

ARTICLE XXVII

SUSPENSIONS

- A. All actions to cause suspension of a member of the F.M.B.A. shall be in accordance with the proper Civil Service regulations. However, the Township has the policy that whenever a Firefighter is potentially in danger of being suspended, an effort will be made to keep him working in some appropriate capacity so long as it does not disrupt the morale of the Department, and good Fire Administration as determined by the Chief of the Fire Department.
- B. For any loss of time due to Department suspensions from duty, the Firefighter's loss of pay shall be spread over that period of time multiplied by two (2).
- C. Should any Firefighter be suspended for a period of twenty (20) working days or greater, that Firefighter will lose one-twelfth (1/12) of the vacation, holidays and sick days the employee would have received during that calendar year. Should the suspension exceed twenty (20) working days, the employee would lose an additional one-twelfth (1/12) accrued time for each twenty (20) working day period.

ARTICLE XXVIII

SEPARABILITY AND SAVINGS

- A. If any provision of this Agreement or any application of this Agreement to any Firefighter or group of Firefighters is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXIX

FULLY BARGAINED AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement nor whether or not within the knowledge of contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXX

DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 2010, and shall remain in effect to and including December 31, 2013, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice in writing, no sooner than one hundred fifty (150) days no later than one hundred twenty (120) days prior to the expiration of this Agreement to renegotiate a relationship between parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Pennsauken, New Jersey on this the _____ day of _____, 2010.

Pennsauken Firemen's Mutual
Benevolent Association
F.M.B.A. Local 64

Township of Pennsauken

By: _____
Phillip White
President

By: _____
Edward Grochowski
Township Administrator