

AGREEMENT
BETWEEN
MT. LAUREL FIRE DISTRICT NO. 1
AND THE
MT. LAUREL PROFESSIONAL FIREFIGHTERS & EMTs
LOCAL 4408-S

JANUARY 1, 2006 THROUGH DECEMBER 31, 2009

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PREAMBLE

THIS AGREEMENT, entered into this ___ day of _____, 200__, by and between the Board of Fire Commissioners of Mount Laurel Fire District #1 in the County of Burlington, State of New Jersey, a body corporate and politic of the State of New Jersey, hereinafter called the “Board” and the Mt. Laurel Professional Fire Fighters and EMT’s IAFF Local 4408, hereinafter called the “Union” represents the complete and final understanding on all issues between the Board and the Union, that are subject to such negotiations and agreements permitted by the laws of the State of New Jersey.

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Union as the exclusive collective bargaining agent for all full-time paid employees of the Fire District who perform administrative, clerical, mechanical, and maintenance services, but who are not uniform personnel engaged in fire suppression and/or prevention services.
- B. “Full-time paid employees of the Fire District” shall be defined as those career employees employed by the Fire District as clerical, administrative, mechanical, and/or maintenance personnel, or any other position established by the New Jersey Department of Personnel, hereinafter called “the D.O.P.,” mutually agreed upon by the parties to be appropriate for inclusion in the Union covered by this Agreement.
- C. The Board shall advise the Union in writing when it creates a new position or title in the District. The parties may agree to add a newly created title to the Union covered by this Agreement or, if there is no such agreement, the matter shall be submitted to the Public Employment Relations Commission, hereinafter called “P.E.R.C.,” for resolution.

ARTICLE II

NON-DISCRIMINATION

- A. Unless otherwise indicated, all reference to bargaining unit members as made throughout this agreement refer to persons male or female. All references to the male gender are construed to include the female gender.
- B. The Board and Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, political affiliation, age, disability, marital status, family relationships, membership or non-membership of the Union.

ARTICLE III

UNION SECURITY

- A. During the term of this Agreement, the Board agrees to deduct an amount for Union dues, fees and/or assessments from each member's paycheck during each pay period according to the following formula:

$$\text{Deduction Amount} = \text{Annualized dues "multiplied by"} \frac{\text{Length of pay period (weeks)}}{\text{Length of year}}$$

- B. The Secretary of the Union shall certify, in writing, the monthly amount of Union dues owed by each member of the Union. The total amount of the deductions shall be remitted to the Union within forty-five (45) days of the deduction being made.

ARTICLE IV

MAINTENANCE OF OPERATIONS

A. It shall be the mutual objective of the Union and the Board to provide uninterrupted public safety and protection of the general public in accordance with the New Jersey Public Employer-Employee Relations Act N.J.S.A. 34:13A-8.

ARTICLE V

LOCAL RIGHTS AND RESPONSIBILITIES

- A. One (1) authorized representative of the Union (or his designee), whose name shall be filed in writing with the Board, shall be permitted to visit any Fire District facility during assigned working hours for the purpose of investigating grievances, provided that prior approval has been obtained from the Fire Chief or his designee. It is agreed that such prior approval shall not be unreasonably withheld. The Union representative shall not interfere with the normal operations of employees assigned to that facility.
- B. Official delegates of the Union, pursuant to the State Law, shall be granted administrative leave without loss of pay in accordance with the provisions of N.J.A.C. 4A:6-1.13.
- C. If a Delegate to the Professional Firefighters Association of New Jersey, hereinafter called “the P.F.A.N.J.,” and or the International Association of Fire Fighters, hereinafter called “the I.A.F.F.,” is elected from this bargaining unit, the Delegate shall be granted administrative leave without loss of pay, and in accordance with statutory regulations, to attend conferences and meetings of the PFANJ and the I.A.F.F..
- D. Copies of disciplinary charges or other notices relating to disciplinary action of an employee shall be furnished to the Shop Steward, or, in his absence, the Assistant Shop Steward, or in his absence, the President of the Union within seventy-two (72) hours of the presentation of the charges.

- E. Whenever an employee is to be questioned by a supervisor and reasonably believes that disciplinary action may occur as a result, he/she shall have the right to request a representative of the union to be present at all stages of the questioning. 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. The Union will acquaint its members with the provisions of this Agreement and will make reasonable efforts to secure adherence to its terms by bargaining unit members.
- G. The Board and the Union shall form a Labor/Management Relations Committee hereinafter called “The L.M.R.C.,” which will meet in accordance with the by-laws of that committee.

ARTICLE VI

AGENCY SHOP CLAUSE

- A. All Support Staff covered by the terms of the Agreement who are not members of the Union benefit from the terms of this Agreement and, therefore, shall be responsible for the payment of agency shop fees to the Union. Pursuant to N.J.S.A. 34:13A5.5, Chapter 77, P.L. of 1979, the Board shall be responsible for collecting agency shop fees from these employees. The Union shall advise the Board of the amount due from each such employee, which shall not exceed eighty-five percent (85%) of regular Union membership dues, fees and assessments normally paid by members.
- B. It is agreed by the parties to this Agreement that the Board shall have no other obligation or liability, financial or otherwise, (other than set forth herein) because of actions arising out of the understandings expressed in the language of this Article. It is further understood that once the funds deducted are remitted to the Union, the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- C. The Union agrees to establish and maintain a Demand and Return system according to P.L. 1979, c477.

ARTICLE VII

SAVINGS CLAUSE

- A. If any provision of this Agreement or the application of a provision should be rendered or declared invalid by any Court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. Administrative policies that have been derived from this agreement shall coincide with their perspective articles found in this collective bargaining agreement and shall follow the contents contained in Administrative Policy #04-001 Clarification of Departmental Guidelines, General Orders, Policies and Procedures.

ARTICLE VIII
GRIEVANCE PROCEDURE

A. Purpose:

1. The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems that may arise, affecting the terms and conditions of this Agreement.

The parties agree that this procedure shall be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of the employee having a grievance to discuss this matter informally with the Management Staff and having the grievance adjusted without the intervention of the Board.

B. Definition:

1. The term “grievance” as used herein shall mean any controversy arising over the interpretation, application or violation of policies, agreements and administrative decisions affecting the terms and conditions of employment and may be raised by the Union (at the request of or on behalf of a member or group of a Union member or group of Union members).

C. The Grievance Procedure:

1. The following constitutes the sole and exclusive method for resolving a grievance between the parties bound by this Agreement. The following Steps (One through Five) shall be followed in their entirety unless a Step is waived by mutual consent of the parties involved, in writing. Under this Agreement, both parties agree to utilize the Grievance Forms attached in Appendix “B”.

Step One:

The grievant(s) shall institute action by filing a grievance on a Grievance Form to the immediate supervisor within seven (7) calendar days after the occurrence of the event that prompted the grievance. The immediate supervisor shall be given seven (7) calendar days after the grievance is presented to respond to the grievance using Grievance Response Form "A".

The written statements made by an aggrieved party in a grievance shall:

- A. Specifically state the essential facts constituting the controversy;
- B. State the relief sought;
- C. Contain a concise procedural history of the grievance, including any decisions that may have been rendered or actions that may have been taken in previous steps.

Step Two:

If the grievant(s) is not satisfied with the results of Step One, the grievant(s) may appeal the results of Step One by filing Grievance Appeal Form "A" within ten (10) calendar days after receipt of the results of Step One with the Fire Chief or his designee. The Fire Chief or his designee shall schedule and hold a meeting with the grievant(s) and Union representative within ten (10) calendar days after Grievance Appeal Form "A" is filed. The intent of this meeting is to reach a settlement to the grievance. A response, using Grievance Response Form "B" shall be provided to the grievant(s) and to the representative of the Union within ten (10) calendar days after the meeting.

Step Three:

If the grievant(s) is not satisfied with the results of Step Two the grievant(s) may appeal the results of Step Two by filing Grievance Appeal Form "A" within ten (10) calendar days after receipt of the results of Step Two with the Commissioner in Charge of Personnel or his designee. The Commissioner in Charge of Personnel or his designee shall schedule and hold a meeting with the grievant(s) and Union representative within ten (10) calendar days after Grievance Appeal Form "A" is filed. The intent of this meeting is to reach a settlement. A response, using Grievance Response Form "B" shall be provided to the grievant(s) and to the representative of the Union within ten (10) calendar days after the meeting.

Step Four:

If the grievant(s) is not satisfied with the results of Step Three, the grievant(s) may appeal the results of Step Three by filing Grievance Appeal Form "B" within twenty (20) calendar days after receipt of the results of Step Three with the Board. The Board shall schedule and hold a meeting with the grievant(s) and Union representative within twenty (20) calendar days after Grievance Appeal Form "B" is filed. The intent of this meeting is to reach a settlement. A response, using Grievance Response Form "C" shall be provided to the grievant(s) and to the representative of the Union within twenty (20) calendar days after the meeting.

Step Five:

If the Grievant(s) is not satisfied with the results of Step Four, within thirty (30) calendar days of receipt of the decision at Step Four the Union may request in writing that the matter proceed to arbitration. The arbitrator shall be chosen in accordance with the rules of the New Jersey Public Employment Relations Commission (PERC). The arbitrator shall be bound by the provisions of

this Agreement and restricted to the consideration of the facts presented throughout the grievance procedure. The arbitrator shall be further bound by the laws of the State of New Jersey and of the United States, and of decisions by the Courts of the State of New Jersey and the United States. The arbitrator shall not add to, modify, detract from or alter in any way the provisions of this Agreement. In rendering the written decision, the arbitrator shall indicate findings of fact and the reasons for the decision. The finding of the arbitrator shall be binding on both parties.

D. 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 any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed there under, then 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 be denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the limits provided for processing the grievance at a step in the grievance procedure.

E. The cost of the arbitrator shall be shared equally by the Board and the Union.

ARTICLE IX

HOURS OF OPERATION

A. Hours of Operation of the Mt. Laurel Fire Department Headquarters office shall be 8:00am – 5:00pm. Support Staff shall be scheduled to work a five (5) day a week schedule that will consist of a (9) hour continuous work shift, five (5) days per week, Monday through Friday. These employees will receive one (1) fifteen (15) minute paid break in the morning, one(1) hour unpaid break for meal purposes, and one (1) fifteen (15) minute paid break in the afternoon.

B. Hours of individual employees shall be as follows:

Receptionist	8:00am – 5:00pm
Sr. Clerk Typist	8:00am – 5:00pm
Clerk Typist	8:00am – 5:00pm
IT Tech	8:00am – 5:00pm
Mechanic	7:00am – 4:00pm
Mechanic Assistant (vacant)	7:00am – 4:00pm
Maintenance (vacant)	8:00am – 5:00pm

ARTICLE X

OVERTIME

- A. Management shall utilize overtime when it is necessary for employees, (in their respective department) to work before and/or beyond their normal hours of duty. Employees may be compensated for overtime in pay or compensatory time when mutually agreed to by the employee and the Fire Chief. The work week for employees shall be defined as a seven (7) day cycle beginning and ending at 0001 hours every Monday morning while the pay period shall be defined as a bi-weekly (fourteen (14) day cycle).
- B. Compensatory time will be calculated at one and one-half (1 ½) times for every hour worked over eight (8) hours in any workday.
- C. Whenever a Support Staff employee is initially contacted by the Duty Officer or Chief for a technical call, there shall be a one-half (1/2) hour minimum guarantee at the overtime rate for any number of calls on the same day for the same problem. If the aggregate number of calls exceeds one-half (1/2) hours, the support staff employee shall receive the overtime rate for all time spent responding to the technical call or calls.
- D. When reporting for duty the employee shall work a minimum of two (2) hours at the overtime rate for the position being filled.

ARTICLE XI

VACATION LEAVE

- A. Vacation Leave schedules shall be selected by Support Staff in order of seniority.
- B. Vacation leave that is approved cannot be canceled by the Board except in the case of emergent conditions.
- C. Support Staff shall submit a vacation leave request in advance to his/her immediate Supervisor. That Supervisor shall respond within twenty-four (24) hours. If no response is received within twenty-four (24) hours of the submission of the request, the request shall be deemed granted. The twenty-four (24) hour response period begins on the first occurrence of 0800 hours of the first workday of the week (Monday through Friday) that follows submission of the leave request to the scheduling Support Staff. Submission of the request can be done by MLFD Form 104 (Request for Leave), e-mail or fax. If the request is initiated by e-mail or fax, the original MLFD Form 104 must be forwarded to the scheduling office as soon as possible.
- D. A schedule change by Management will not affect approved vacation leave.
- E. Vacation leave for forty (40) hour employees shall be awarded on his/her anniversary date, according to "Service Time" defined as the amount of time the employee has been employed by the Fire District, as follows:

<u>SERVICE TIME</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
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Less than one (1) year: Four (4) hours per month up to forty-eight (48) hours maximum.

1 year 1 day	88 hrs	88 hrs	88 hrs	88 hrs
1 st day of 6 th year	104 hrs	104 hrs	104 hrs	104 hrs
1 st day of 11 th year	120 hrs	120 hrs	120 hrs	120 hrs
1 st day of 16 th year	144 hrs	144 hrs	144 hrs	144 hrs
1 st day of 21 st year	176 hrs	176 hrs	176 hrs	176 hrs

- F. Up to one hundred and sixty hours (160) for employees working a forty (40) hour week of accrued vacation leave may be carried over at the end of any given year.
- G. Upon resignation or other termination, if not specifically provided for elsewhere in this Contract, a lump sum payment for a maximum of two hundred eighty (280) hours for employees working a forty (40) hour week earned vacation leave at the current rate earned by the employee, shall be made.
- H. An employee desiring to be paid for vacation leave prior to beginning their vacation shall request it, in writing, at least thirty (30) days in advance of the date the pay will be due. This provision shall only apply to vacation leave periods of five (5) days or more, in the same pay period and same annual quarter.
- I. An employee who terminates his employment with the Board, or whose employment is terminated by the Board, if not specifically provided for elsewhere in this contract, shall be entitled to vacation time and/or vacation pay on a pro-rata monthly basis for the year in which employment is terminated by the Board.
- J. Vacation days shall accrue on a pro-rata monthly basis. Any month in which an employee is absent for more than fifty percent (50.0%) of his or her scheduled work days in any given month due to disciplinary suspension or leave of absence without pay, said clerical shall not accrue any vacation for that month. The term, "leave of absence without pay", shall not include contractual leave not mentioned in this Paragraph, i.e., vacation leave, holidays, sick leave, injury leave, etc.

ARTICLE XII

REGULAR AND FLOATING HOLIDAY LEAVE

- A. All five (5) day work schedule Support Staff shall be granted ten (10) regular holidays and two (2) floating holidays annually. Regular holidays are days that all such employees are given off. Floating holidays are provided to employees to use as desired and can be taken as days off at any time during the year with the approval of Management.
- B. The ten (10) regular holidays are: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. If a regular holiday falls on a Sunday, the following Monday shall be celebrated. If a regular holiday falls on a Saturday, the preceding Friday shall be celebrated. Should an employee become sick while on holiday leave and has to call out sick either the day before or the day after said leave, a doctor's note will be required in order to be paid for said holiday.
- C. If the Board decides it is essential to the mission of the Fire District to have a Support Staff work on a holiday, the Support Staff will be compensated with the entitled holiday pay plus overtime pay in accordance with Article X (Overtime) for any hours worked that day. Example: a five (5) day work schedule employee is required to work four (4) hours on Labor Day, therefore receiving the eight (8) hours of holiday pay he is entitled to, four (4) hours of overtime pay for time worked that day for a total of fourteen (14) hours.
- D. Holiday leave that is approved cannot be canceled by the Board except in the case of emergent condition.
- E. A schedule change by Management will not affect approved holiday leave.

ARTICLE XIII

SICK LEAVE

- A. 1. Five (5) day work schedule Support Staffs shall be awarded one hundred twenty (120) hours of sick leave as of an employee's anniversary date each year. Five (5) day work schedule employees with less than one (1) year of service with the Fire District shall accrue sick leave at the rate of eight (8) hours per month up to a maximum of ninety six (96) hours per year.
- B. At the time of retirement, the support staff will receive compensation in the amount of up to \$2,000 for their accrued unused sick leave at his/her current hourly rate. Upon resignation or other termination, if not specifically provided for elsewhere in this Contract, no payment for accrued sick leave shall be made.
- C. 1. Sick leave may be used by Support Staffs who are unable to work because of personal illness or injury; scheduled medical appointments; exposure to contagious disease; care for a reasonable period of time, for a seriously ill member of the Support Staff's immediate family; or death in the employee's immediate family, for a reasonable period of time.
2. "Immediate family" means a Support Staff's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household including those family members mentioned above of the Support Staff's spouse.
- D. Support Staff shall be prohibited from engaging in any type of outside employment or non-essential activities while on sick leave.

- E. The Board may schedule a physical examination for a Support Staff on a periodic basis at the expense of the Fire District if it believes that an employee is abusing sick leave. The Board may also request certification from the personal physician of the employee as proof of the need for the continued use of sick leave.
- F. Sick leave shall accrue on a pro-rata monthly basis for the purpose of this Paragraph only. Any month in which a Support Staff is absent for more than fifty percent (50.0%) of his/her scheduled work days in any given month due to disciplinary suspension, or leave of absence without pay, said Support Staff shall not accrue any sick leave for that month. The term "leave of absence without pay" shall not include contractual leave not mentioned in this Paragraph, i.e. vacation leave, holidays, sick leave, injury leave, etc.
- G. Unused sick leave shall be accumulated from year to year.

ARTICLE XIV

MANAGEMENT RIGHTS

- A. The Board hereby retains and reserves unto itself, without limitations, 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 New Jersey and of the United States including, but without limiting the generality of the foregoing, the following rights:
1. To the executive management and administrative control of the municipal government and its properties and facilities and the related activities of its Support Staffs by utilizing personnel, methods and means of the most appropriate and efficient manner possible.
 2. To hire all Support Staff members, to promote, transfer, assign or retain Support Staff subject to this Agreement in the positions within the Fire District pursuant to law, and in that regard to establish reasonable work rules, except as provided in paragraph D below.
 3. To suspend, demote, discharge or take any other appropriate disciplinary action against any Support Staff for good and just cause according to law.
 4. To lay off Support Staffs in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive.
 5. To hire all Support Staffs and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.

6. Support Staffs, regardless of regular assignment, may be assigned by the Board to perform any duty related to their job title.
 7. The Board reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of departments and divisions of the Fire District.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Fire District, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent of such specific and express terms hereof 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 Fire District of its rights, responsibilities and authority under N.J.S.A. 40A or any other national, state, county or local laws or regulations.
 - D. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union before they are established.

ARTICLE XV

PERSONAL LEAVE

- A. Personal leave is provided and intended to be used for the purpose of conducting personal business and shall be taken as needed, but with at least two (2) hours notice prior to the start of the scheduled shift. Two (2) hour notice does not apply when an emergency causes the employee to leave during the workday.
- B. Five (5) day work schedule employees shall receive sixteen (16) hours of personal leave on the employee's anniversary date. Five (5) day work schedule employees with less than one (1) year of service with the Fire District shall be awarded eight (8) hours of personal leave after six (6) months of service.
- C. Personal leave not used at the end of the employee's anniversary period shall be put in the employee's sick bank.
- D. Upon resignation or other termination (if not specifically provided for elsewhere in this Contract), no payment for accrued personal leave shall be made.

ARTICLE XVI

BEREAVEMENT LEAVE

- A. Bereavement Leave is provided to employees for the purpose of handling necessary funeral arrangements and attendance at the funeral of immediate family members. Employees are encouraged to return to their assigned duties as quickly as possible, under the circumstances, in order to minimize the interruption of the mission of the Fire District. Employees are also encouraged not to abuse the intent of bereavement leave and may be required to inform The Board of the employee's relationship with the deceased.
- B. A Support Staff shall be excused from assigned duties without loss of pay for up to a maximum of five (5) consecutive working days due to a death in the employee's immediate family as defined in Paragraph C.2 of Article XIII (Sick Leave), commencing between the day of death and the day of the funeral.
- C. A Support Staff shall be excused from assigned duties without loss of pay for up to two (2) working days due to the death of an aunt, uncle, niece or nephew, commencing between the day of death and the day of the funeral.

ARTICLE XVII
MILITARY LEAVE

A. Support Staffs shall be entitled to military leave in accordance with Federal and State statutes.

ARTICLE XVIII

JURY DUTY

- A. Any employee who loses time from the job because of jury duty as verified by the Clerk of the Court shall be paid by the Board subject to the following conditions:
1. The Support Staff must notify his/her Supervisor or his designee immediately upon receipt of a summons for jury service;
 2. The Support Staff has not voluntarily sought jury service;
 3. The Support Staff is not attending jury duty during vacation and/or other time off from the Fire District employment, and;
 4. The Support Staff submits adequate proof of the time served on the jury.
- B. If a Support Staff is released from Jury Duty and the regular end time of the Support Staff's assigned shift has not passed, the Support Staff is to immediately report to Headquarters for assignment. If a Support Staff is released from Jury Duty and the regular end time of the Support Staff's assigned shift has passed, the Support Staff is to contact the Supervisor or his designee for assignment instructions.

ARTICLE XIX

COURT APPEARANCE

- A. 1. Any Support Staff required to appear in court proceedings due to circumstances that arise from their service with the Fire District shall do so without loss of pay for the period spent in court proceedings and shall receive applicable travel expenses. This provision shall not apply to internal departmental disciplinary matters.
2. With respect to internal departmental disciplinary matters, all Support Staffs, whether the subject of disciplinary action or attending as a witness for any party shall be released from duty, if on duty, to attend the departmental disciplinary matter for the amount of time necessary for their appearance. Any Support Staff attending an internal departmental disciplinary matter on his/her own behalf or as a witness called by any party other than the Fire District, while off duty, shall attend without compensation by the Board. Any Support Staff attending the departmental disciplinary hearing at the request of the Board shall have all attendance time whether on or off duty considered "hours worked", and shall be compensated in accordance with this Agreement.

ARTICLE XX

LEAVE OF ABSENCE

- A. The Board, in its sole discretion, may grant a Support Staff's request for an unpaid leave of absence for periods not to exceed one (1) year, when such leave is for a reasonable purpose. However, no seniority or benefits of any nature whatsoever shall accrue during this time period. Prior to the commencement of any leave of absence, a formal written agreement stating the terms and conditions agreed upon between the Board and the Support Staff shall be signed. Upon completion of the leave of absence, the Board shall reinstate the Support Staff according to the terms of the formal written agreement.

ARTICLE XXI

INJURY LEAVE

- A. 1. In the event a Support Staff becomes disabled by reason of service-connected injury or illness and is unable to perform his/her duties then, he/she may be entitled to full pay for a period of up to one (1) year. In the event a Support Staff is granted said injury leave, the Boards sole obligation shall be to pay the employee the differences between his/her regular pay and any compensation, disability or other payments received from other sources provided by the Board. At the Boards option, the Support Staff shall either surrender or deliver his/her entire salary payments or the Board shall pay the difference.
2. If a Support Staff returns to work from injury leave for less than one (1) year, he/she may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.
3. When a Support Staff returns from injury leave, he/she shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.
- B. When a Support Staff requests injury leave, he/she shall be placed on “conditional injury leave” until a determination of whether or not an injury or illness is work related and the Support Staff is entitled to injury leave is initially made by the Fire District’s Workers’ Compensation carrier, with the final determination, if necessary, to be made by the Workers’ Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the Support Staff is not entitled to job injury compensation, the Support Staff shall be denied injury leave and shall have all time off

charged against his/her accumulated sick time and, if necessary, against any other accumulated leave time. If the Support Staff does not have enough accumulated time off, he/she shall be advanced sick time to cover the absence. If the Support Staff leaves the employment of the Fire District prior to reimbursing the Fire District for such advanced time, the Support Staff shall be required to reimburse the Fire District for such advanced time.

- C. Any Support Staff who is injured, whether slight or severe, while working, must make an immediate report or as soon thereafter as possible to the Supervisor or his designee.
- D. It is understood that the Support Staff must file an injury report with the Supervisor or his designee so that the Fire District may file the appropriate Workers' Compensation Claim. Failure to so report said injury may result in the failure of the Support Staff to receive compensation under this Article.
- E. If the Board can prove that a Support Staff has filed a false claim under this Article, the Support Staff will be subject to disciplinary action by the Board.
- F. The duty of the Board to supplement a Support Staff's Workers' Compensation benefits, which is sustaining a Support Staff at the regular rate of compensation shall terminate as a result of any of the following:
 - 1. Upon the employee returning to work;
 - 2. If Workers' Compensation Benefits to the Support Staff are terminated;
 - 3. The Support Staff refuses or maintains he/she is unable to return to work, except if the District appointed physician certifies the Support Staff fit to return to duty, and the Support Staff disputes the determination of the District appointed physician. Then the Board and the Support Staff 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 Support Staff. The determination of the third physician as to the Support Staff's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the Support Staff fit to return to duty, injury leave benefits granted under this Article shall be terminated.

ARTICLE XXII

HEALTH AND WELFARE

- A. 1. The Board shall continue to provide Support Staffs and their dependents with health insurance coverage through the health plan option(s), dental, prescription, and vision plans currently in effect with the Fire District, as set forth, defined and offered by the New Jersey State Health Benefits Program (hereinafter referred to as “NJSHBP”), Bollinger Dental and Spectera Vision Care, as follows:
- a. NJSHBP currently includes the following health plan options: NJ Plus, Horizon Blue Cross Traditional Plan, Aetna Health, Cigna Healthcare, Oxford Health Plans, AmeriHealth and Health Net.
 - b. Prescription plan as provided by the NJSHBP.
 - c. Dental plan as provided by Bollinger.
 - d. Vision plan as provided by Spectera Vision Care.
- A life insurance policy with coverage equivalent to the amount of the current salary (up to a maximum of \$50,000) of each Support Staff shall also be provided as part of the health insurance benefit package.
2. The Board shall have the right to change any and all insurance plans and/or carriers so long as substantially similar benefits are provided to those in the current health, dental, vision and prescription programs. The Board shall notify the Union: (1) when the decision is made to formally evaluate or potentially change insurance coverage. The Board shall inform the L.M.R.C. and provide any new carrier’s plan information to the Union as it becomes available; and (2) of the decision to change carriers.
- a. If the NJSHBP changes any or all of the currently provided health benefit programs,

- but not limited to: adding additional health and/or prescription drug program(s), terminating health and/or prescription drug program(s) and/or changing the schedule of benefits of a health and/or prescription drug program(s), the Union shall not consider this a “right to change” as defined in Section 2 above. The Board shall, however, make every effort to inform the employees of the Union of the changes made by the NJSHBP upon receipt of said information by the NJSHBP program.
- b. If the Board no longer qualifies under the NJSHBP as determined by the NJSHBP, the Board shall notify the Union 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 Board shall make certain no eligible Support Staff of the Union has any loss of coverage(s).
 - c. The Board shall provide the insurance coverage(s) defined in this Article XXII at no cost to eligible Support Staffs and their qualified dependent(s) so long as the Support Staff and/or their qualified dependent(s) continue to qualify as “eligible to participate” as defined by the applicable insurance program(s). If a Support Staff and/or their qualified dependent no longer satisfy the eligibility requirements of the insurance program(s), the cost of such coverage shall be the responsibility of the employee and/or their qualified dependent(s) under the terms and conditions under the federal law known as the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), as amended from time to time. This excludes life insurance since life insurance is a non-qualified COBRA benefit under current federal laws.
 - d. In the event a Support Staff is injured "in-the-line-of-duty," the Board shall directly pay the health care provider the difference between the amount of medical expenses

- actually incurred and the amount paid by health insurance.
- e. A Support Staff shall have the right to “opt out” of the District’s available health insurance plans. If proof of coverage is required via HIPAA (Health Insurance Portability Accountability Act) of 1996, the employee shall provide such proof. If the Support Staff chooses to opt out, they shall receive fifty percent (50.0%) of the premium saved by the Board. Payment shall be made in one (1) lump sum during the first pay period of the last month of the premium year. If an employee “opts” back into the District’s health insurance coverage during the premium year, the Support Staff shall be entitled to receive fifty percent (50.0%) of the premium saved by the Board on a pro-rated monthly basis. The Board shall notify the Union and the Support Staffs of the renewal period dates and the deadline for “opting out.” If more than one (1) health benefit plan is offered by the Board, the average of all available health benefit plans, or NJ Plus, whichever is greater, shall be the determining factor of the opt-out credit. Any Support Staff receiving an opt-out credit understands the amount received is considered taxable income for federal, state and local purposes, where applicable. The Board shall notify the Union and the Support Staffs of the renewal period dates and the deadline for “opting-out.”
- f. The Board will pay up to two hundred fifty (\$250.00) dollars per hour for an attorney to defend a Support Staff in a civil matter arising out of or incidental to the Support Staff’s employment with the District, other than due to internal departmental disciplinary charges. The Board will reimburse a Support Staff for attorneys’ fees up to two hundred fifty (\$250.00) dollars per hour to defend a employee in a motor vehicle, municipal or criminal matter arising out of his or her employment with the

District if found not guilty. If the litigation is subrogated by the District's insurance company, there shall be no reimbursement.

- g. Upon retirement, termination of employment, disability or leave of absence of a Support Staff, they and/or their qualified dependent(s) may elect to continue participation in the health insurance program provided to Fire District Support Staffs at the expense of the Support Staff and/or their qualified dependent(s) provided the plan permits such participation.

ARTICLE XXIII**SALARIES**

- A. The following salary guide is effective for Support Staffs holding each respective title from January 1, 2006 through December 31, 2009 with a COL increase at 3.75% for 2006, 4.00% for 2007, 4.00% for 2008, and 4.00% for 2009.

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Sr. Clerk Typist	39,368	40,943	42,580	44,284
Receptionist	23,744	24,694	25,682	26,709
Clerk Typist	23,862	24,817	25,809	26,842
Mechanic	**58,100	**60,424	**62,840	**65,354
IT Tech	47,880	49,795	51,786	53,857

****These numbers will change depending upon the rate at which the Mechanic receives certifications. See addendum.**

- B. For additional information regarding Mechanics salary and increases, see addendum.

ARTICLE XXIV

LONGEVITY

A. All Support Staffs on the first day of their 8th year of service with the Fire District shall be entitled to a longevity bonus as described in the below listed scale.

Each employee will be entitled to:

1st day of 8th year..... 2% of base salary or no less then \$1,250, but no more then \$4,500 (thru the 14th year)

1st day of 15th year.....2.5% of base salary or no less then \$1,500, but no more then \$4,500 (thru the 20th year)

1st day of 21st year3% of base salary or no less then \$1,750, but no more then \$4,500 (and thereafter)

The payment of this longevity will be made in one (1) lump sum on the Support Staff's anniversary date.

ARTICLE XXV

UNIFORM GUIDE

- A. The Board shall issue all uniforms per policies established by the Board as to type, quantity and replacement criteria.
- B. The Board shall be responsible for the cost of all uniform changes and for the replacement of all uniforms. The care and upkeep of uniforms shall be the responsibility of each employee and shall be done in accordance with policies set forth by the Board.
- C. Components that are damaged or worn-out during the course of employment shall be replaced on an item-for-item basis with the quantity of each item replaced annually not exceeding the quantity of each initially issued when hired.
- E. The color and style of uniform shirts shall be the determination of the Fire Chief.
- F. The uniform components shall be supplied in accordance with Uniform Guide Policy #04-007.
- G. Each employee shall be provided with a locker at fire headquarters to store spare uniforms.

ARTICLE XXVI

PROMOTIONS AND TRANSFERS

- A. Department of Personnel (“Civil Service”) regulations shall apply to all permanent appointments in accordance with Title 4A of the New Jersey Administrative Code Chapter IV. Selection and Appointment.
- B. If the Board decides to create a promotional position or to transfer a position, a notice shall be posted in each District facility informing employees of the availability of a position, the nature of the position and the qualifications of the position. A copy of this notice shall be sent to the Union.
- C. All employees shall be given time off without loss of pay for the purpose of taking the promotional examination, including a reasonable amount of time for traveling to and from the examination.

ARTICLE XXVII

LAYOFFS

- A. Any formal layoff taken by the Board will be done on the basis of seniority in accordance with the regulations of the New Jersey Department of Personnel and Title 11A.

ARTICLE XXVIII

RETIREMENT

- A. Employees intending to retire shall notify the Board of this decision at least three (3) months before the retirement is to become effective. This notification provision shall not apply to any employee that retires because of a condition not known or reasonably foreseen by the employee.
- B. Upon the retirement of an employee, the Board shall provide the employee and all family members covered at the time of retirement with an option to continue the health insurance, dental, vision and prescription plan coverage at the employee's expense. Retirees shall be entitled to the coverage given to Fire District employees.
- C. In the event of retirement the employee shall have the option of using all accrued holiday, personal, vacation, or other compensatory credits prior to the effective date of retirement, or of receiving a lump sum payment at retirement equal to the cash value of those same leave hours, which election shall exclusively be made by the employee. Cash value shall be defined as the hourly rate of pay earned by the employee at the time of retirement multiplied by the total number of leave hours as defined above.
- D. Any unused sick leave will be paid in a lump sum payment of up to \$2,000.
- E. In the event of retirement the employee will be issued a photo identification card marked "Retired" with no expiration date.

ARTICLE XXIX

DEATH BENEFITS

- A. Upon the death of an employee, if the employee's qualified dependent(s) covered under the District's health, prescription, dental and/or vision programs, the Board shall provide the employee's surviving family members, defined as spouse, pregnant wife and legal dependent, with coverage(s) at the Board's expense for a period not to exceed six (6) months. After that time, the cost of that coverage shall be the responsibility of the qualified dependent(s) under the terms and conditions under the federal law known as the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), as amended from time to time. Proper COBRA notification shall be provided by the Board or their designee to the employee's qualified dependent(s) of the COBRA continuation rules and regulations.
- B. In the event of the death of an employee while in the employment of the Fire District, the Board shall pay the estate, legal representative of the employee or beneficiary as designated on the employee's pension enrollment form, a lump sum equal to the cash value of all accrued holiday, personal, vacation or other compensatory credits, and also up to \$2,000.00 of the cash value of the employee's unused sick leave. Cash value shall be defined as the hourly rate of pay earned by the employee at the time of his death multiplied by the total number of leave hours as defined above.

ARTICLE XXX

HOLD HARMLESS CLAUSE

- A. Since all employees are presumed to be subject to duty twenty-four (24) hours per day, seven (7) days per week, any action taken by a employee within the boundaries of the United States while the employee is “off duty,” which would be appropriate if taken by the employee while “on duty,” if present or available, shall be considered official action and the employee shall have all rights to benefits concerning such activities as though he were “on duty.” Any action taken while off duty must be reported to the fire chief or his designee within twenty-four (24) hours of the action taken.

ARTICLE XXXI

SUPPORT STAFF RIGHTS / PAST PRACTICE

- A. The Board shall not interfere with, restrain or coerce any employee covered by this Agreement because of membership or lawful activity of the Union, so long as said activity does not interfere with the employee's duties or with the operations or mission of the Fire District, nor will the Board attempt to dominate or interfere with the Union.
- B. In the event an employee is transferred from a five (5) day work schedule to a four (4) day work schedule shall have all unused leave recalculated by multiplying leave hours by one and two tenths (1.2). Once the employee receives their new assignment, their unused leave will be recalculated to match the allotment for that new assignment.
- C. All existing terms and conditions of employment shall continue in full force and effect during the life of this Agreement. It shall, however, be the prerogative of the Board to initiate and announce new policies provided that they do not conflict with matters contained herein.

ARTICLE XXXII

TERM AND RENEWAL

- A. This Agreement shall be in full force and effect as of January 1, 2006 and shall remain in effect through an expiration date of December 31, 2009.
- B. Nothing herein shall be deemed to terminate the provisions of this Agreement prior to the parties executing a new Agreement that is to take effect as of the expiration date herein.

Mt. Laurel Fire District #1
Board of Fire Commissioners

Mt. Laurel Professional Fire Fighters & EMT's
IAFF Local 4408

CHAIRMAN

PRESIDENT

Dated: _____

Dated: _____

APPENDIX A
DEFINITIONS

Association Bargaining Unit: The Mount Laurel Employee's shop.

Board: The Mount Laurel Fire District #1 Board of Fire Commissioners.

Cash Value: The hourly rate of pay earned at the time of calculation multiplied by the number of leave hours.

Commissioner-in-Charge-of-Personnel: The member of the Board assigned to the position of Personnel Director charged with the responsibility of dealing with personnel issues.

Contractual Leave: Compensated leave time for which an employee does not actually work.

Emergency: Unusual and unforeseen circumstance involving life safety which requires the Fire District to alter the way it provides services on a short term basis which cannot be addressed through the assignment of a reasonable amount of overtime.

Emergent Condition: Unusual and unforeseen circumstances creating personnel shortages which in turn impacts upon the District's ability to provide necessary fire safety to its populace.

Fire District: The Mount Laurel Fire District #1 legal entity.

Grievance: Controversy arising over the interpretation, application or violation of policies, agreements and administrative decisions affecting the terms and conditions of employment covered under this Agreement.

Local: Local 4408 of the International Association of Firefighters.

Local Representative: The Shop Steward of the Support Staff Shop, or in his/her absence the Assistant Shop Steward of the Support Staff Shop, or in his/her absence, the President of the Local.

Management: The Chief of Department and current members of the Board of Fire Commissioners.

PFANJ: Professional Firefighters Association of New Jersey.

Seniority: The ranking of an employee with respect to the time served in a given rank.

Service Time: The amount of time an employee has been employed by the Fire District.

Union: Local 4408 of the International Association of Firefighters.

I.A.F.F.: International Association of Firefighters