

Contract no. 902

AGREEMENT

EVESHAM TOWNSHIP FIRE DISTRICT NO. 1

AND

BURLINGTON COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION

LOCAL 3091

I.A.F.F.

AFL-CIO-CLC

(1989)

Dated *July 17, 1989*

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PREAMBLE

THIS AGREEMENT, entered into this day of 1989,
by and between the Board of Fire Commissioners of Evesham
Township Fire District No. 1 in the County of Burlington, State
of New Jersey, a body corporate and politic of the State of New
Jersey, thereafter called the "Board" and the Burlington County
Professional Firefighters Association, Local 3091 I.A.F.F.,
hereinafter called the "Association" represents the complete and
final understanding on all issues between the Board and the
Association 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 "Evesham Members of Local 3091, Burlington County Professional Firefighters Association" as the exclusive collective bargaining agent for all members being full-time paid employees within the Fire Department.

(B) "Full-time paid employees within the Fire Department" include all members of the department below the rank of supervisor who are full-time Fire Department personnel, excepting clerical personnel assigned to the Fire Department.

ARTICLE II

MAINTENANCE OF OPERATIONS;

It shall be the mutual objective of the Association and the Board to provide for the uninterrupted public safety protection of the general public. The Association agreed that during the term of this agreement, neither the Association, nor anyone acting on its behalf, will cause, authorize, support, or take part in any strike, work stoppage, slowdown, walkout, or

Other job action against the Board. The Association agrees that such action would constitute a material breach of this agreement. Participation in any of the above shall be deemed grounds for disciplinary action up to and including termination of employment. The Association will actively discourage any strike, work stoppage, slowdown, walkout or other action that may adversely impact upon the mutual objective as expressed above.

ARTICLE III

MANAGEMENT RIGHTS;

(A) The Board 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. To manage and control administratively the Evesham Fire District No. 1 and its properties and facilities and the activities of its employees; and
2. To hire all employees and, subject to the provisions of Law, to determine their qualifications and condition for continued employment or assignment and to promote and transfer employees; and

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

(B) The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE IV

HOURS, OVERTIME AND PER DIEM;

(A) The hours of work for employees engaged in fire protection may not exceed two-hundred twelve (212) hours in a twenty-eight day duty schedule. The daily work period may be varied to meet the needs of the various job assignments within the department. It is agreed that there will be a total of at least one hour per day provided for meal and break purposes for which employees will not be compensated. The Department Head will schedule such meal and break times to affected employees so they are relieved of duty. The Board shall provide at least forty-eight (48) hours notice to employees affected by a schedule change except in case of emergent conditions. It is the intent of this section that the regular schedule continue to be

160 hours during each twenty-eight (28) day period.

(B) It shall be the policy of the Evesham Fire Department to utilize both compensatory time off as well as overtime payments when it is necessary for personnel to work before or beyond their normal hours of duty. Scheduling will be done on a 28 day cycle while payroll will continue to be processed on a weekly basis. Additional work will be offered to the on-duty shift, on a revolving seniority basis wherever practical. It is the intent of this policy to afford a reasonably even opportunity to participate in overtime to all employees, however off duty personnel will only be utilized when the on-duty personnel request to be relieved. All excess time will be compensated at one and one half the normal rate (i.e. two hours of overtime equals three hours of compensatory time or payment). Overtime rates will be calculated by dividing the annual salary by 2,080.

(C) In the event that this policy is utilized it shall be in managements sole discretion whether to provide compensatory or payments if the instance is less than one hour. In those instances that are over one hour, the employee will have the option as to which payment will be exercised.

(D) All compensatory time off will be scheduled within 90 days provided, however, that compensatory time that cannot be utilized due to scheduling or duty requirements may be carried forward and scheduled after the 90 day period subject to

managerial approval.

(E) Based upon presentation of appropriate vouchers and receipts, the Board agrees to pay the following for authorized schools, conferences or seminars for which facilities are not provided.

(F) The Bureau of Fire and Bureau of Fire Prevention may find it necessary to operate on different daily schedules.

1. The Board will pay a maximum per diem rate for meals as follows:

For 1989:

- Breakfast\$5.00 per day
- Lunch\$6.00 per day
- Dinner\$14.00 per day

For 1990:

- Breakfast\$5.50 per day
- Lunch\$6.50 per day
- Dinner\$15.00 per day

For 1991:

- Breakfast\$6.00 per day
- Lunch\$7.00 per day
- Dinner\$16.00 per day

ARTICLE V

VACATIONS;

(A) In so much as the Evesham Fire Department has seen fit to meet the emergency response needs for the community with

Differring shift schedules, it is necessary to define Vacation, Personal and Holidays in hours to fit the shifts. All Vacation, Personal, Holiday and Sick Days will be re-defined in hours in order to balance the benefits regardless of which shift you are currently assigned. When shift personnel working the ten(10) hour day, a day off will consume ten (10) hours of accrued time. When an employee is entitled to more than two weeks vacation time, the additional vacation time may be taken on a day-by-day basis up to one week's time subject to management approval.

(B) Vacation schedules will be prepared in advance by order of seniority until all employees have chosen their first two weeks of vacation, however, an employee may forfeit his turn to select and pass a vacation schedule on to the next employee.

At that time the schedule will be returned to those employees entitled to additional vacation to pick their remaining vacation in order of seniority. Vacation changes will be permitted with at least one weeks notification but in no case will seniority be used to displace an existing predetermined vacation. It is the intent of this policy that vacations be used wherever possible in lengths of at least a week with individual days reserved for those occasions when up to or less than a week unearned vacation remains. The Department Head shall have the authority to adjust such schedules so as to maintain an effective working force at all times. All vacation shall be taken in full days only, except if remaining credit is less than a full day.

(C) Vacation will be earned as follows:

0 - 5 years	120 Hours Maximum
5 - 10 years	144 Hours Maximum
11 - 19 years	160 Hours Maximum
20 + years	200 Hours Maximum

(D) Accumulation of Vacation: When authorized by the Board of Fire Commissioners, up to one (1) years worth of annual vacation may be accumulated and carried into the next succeeding year.

(E) Crediting of Vacation: No employee shall be entitled to receive earned vacation until after ninety (90) days of service unless specifically authorized by the Department Head.

(F) Payment for unused Vacation upon Termination of Employment: Upon termination, an employee may take the unused portion annual vacation or may request payment for the same, except that employee terminating employment before having been employed for a continuous period of six (6) months shall not be entitled to such payment. Vacation payments for unused vacation shall not exceed two hundred and forty (240) hours. No payment for unused vacation will be made to any employee who is dismissed.

(G) When an employee fails to take a scheduled vacation, carryover can only be accomplished in accordance with Article V Section D.

ARTICLE VI

HOLIDAYS;

(A) Recognizing that the Fire Service does not

do not necessarily follow a normal holiday schedule and that volunteers do not necessarily all follow the same holiday schedules, it is the policy of the Evesham Fire Department to provide floating holidays in lieu of the normal Municipal holiday schedule. The following holidays will be considered fixed:

1. New Years Day
2. Memorial Day
3. July 4th
4. Labor Day
5. Thanksgiving
6. Christmas Day

(B) The four remaining holidays may be individually scheduled except that the Department may designate up to two of these as designated holidays when it appears that conditions would permit all career personnel to be off concurrently.

ARTICLE VII

LEAVE OF ABSENCE;

(A) Leave of Absence without pay: The Department Head with the Board's approval may grant a request for leave of absence without pay 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 said leave. Upon termination of leave of absence, the Board will reinstate

the employee in the capacity in which he left at the rate of pay at which he left. During that period of absence, the employee shall not engage in gainful employment in any industry without the express written approval of the Board of Fire Commissioners. Failure to comply with this provision shall result in termination of employment and forfeiture of all benefits. (Forfeiture of benefits by such employment shall not apply to an employee desiring to attend school on a full-time basis).

(B) Injury in the line of duty:

1. Purpose.

The parties desire to provide some measure of security for firefighters injured in the line of duty while foreclosing unlimited liability on the part of the Board to pay salary benefits. In line with this objective, the parties have negotiated this clause which fairly balances both concerns.

2. Provision.

The parties agree to be conclusively bound by the determination of the Department's worker's compensation insurance carrier or the Worker's Compensation Court (in a contested matter) with respect to whether an injury occurred while "in the course of employment" pursuant to NJS 34:15-1 et seq. or "in the line of duty"; and, for the purpose of this section, those terms shall be

identical.

3. Board's duty to supplement pay.

While any firefighter is prevented from performing the duties of his work by reason of an injury in the line of duty and is receiving temporary workers compensation benefits, such employee shall also receive supplemental payments by the Evesham Fire Department equal to the difference between such benefits and the employee's regular rate of pay. Once begun, the Department's duty to sustain an officer at his regular pay shall continue until terminated as hereinafter set forth.

4. Termination of Department's duty to supplement Pay.

Department's duty to supplement a firefighter's workers compensation benefits or sustain an employee at regular pay shall terminate as a result of any of the following events:

- a. Upon the employee's return to work.
- b. If an employee's temporary workers compensation benefits are terminated and the employee refuses or maintains he is unable to return to work, the Board's duty to supplement pay may be terminated only after the Department physician or his designate (who shall also be a licensed

physician) conducts a hearing to determine the employee's fitness to return to work at which time the hearer shall give great weight to medical evidence presented. If the hearer determines the employee fit to return to work, the Department's duty to supplement pay as aforesaid shall terminate. If the hearer determines that the employee is not fit to return to active firefighting, notice of such determination shall be formally served by mail upon the firefighter (and if represented, his attorney) whereupon the Department's duty to supplement pay shall terminate within five (5) days except as prohibited in the following paragraph.

- c. The determination of the hearer shall be conclusive and both parties agree that no right of appeal shall exist from such determination.
- d. If the employee or the Board files an application files an application for disability pension by reason of the employee's inability to return to active firefighting, the department shall continue to supplement pay or

sustain an employee at his/her regular pay until such application is determined or four months following such application, whichever event first occurs.

(C) Personal Leave. The Department Head shall grant each full-time employee who has been in the Department for at least six (6) months personal leave each year for the purpose of conducting personal business according to the following schedule:

1. During the first year of employment one (1) personal day - 10 hours maximum.
2. During the second year of employment and each year thereafter, three (3) personal days.
3. Personal days do not accrue from year to year nor are they payable upon separation.

(D) Death Leave. An employee may be excused from work because of death in the immediate family for a period not to exceed four (4) working days. Death in the immediate family shall mean a member's parents, grandparents, spouse, children, brother, sister, ward, father-in-law, mother-in-law, sister-in-law and/or brother-in-law and spouse's relations as described above. One day of funeral leave shall be granted for the death of any member's niece, nephew, aunt, uncle or cousin. Time off is intended to be used for the purposes of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family.

ARTICLE VIII

HEALTH AND WELFARE;

(A) The Board shall provide to each and every member of the Association and his family such insurance as was in effect March 1, 1988. In the event that a member of the Association is injured in the line of duty, the Board shall reimburse the member as requested at a difference between the amount of medical expenses actually incurred and the amount provided by medical insurance.

(B) Upon retirement, each member may, at his own expense, continue participation in the insurance program at the prevailing group rates.

(C) Legal Defense: Any member who is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties shall be entitled to reimbursement for full legal representation. The Board will pay a reasonable amount for the services provided that selected counsel submit an itemized statement to the Board reflecting fees and costs prior to rendering such services and that the Board provides express authorization for the services. The Board shall not reimburse legal fees for any member who is found guilty of an indictable offense.

ARTICLE IX

SALARIES;

(A) The attached temporary salary guide is effective March 1, 1989 for a term of three years.

Salary Guides will be established at the same percentage increase as the Patrolmans Guide of the Police Department for Firefighter/Inspectors and on the Patrolmans Guide less ten (10) percent for Firefighters. - To be revised accordingly.

(B) Call-In-Time. Any employee called in to work from off duty shall receive a minimum two (2) hours pay as defined under Article V subsection C.

ARTICLE X

SICK LEAVE;

(A) All employees shall earn one-hundred twenty (120) hours of paid sick leave. Employees retiring or resigning will be compensated one-half 1/2 of their accrued sick leave. Payment will not exceed four-hundred eighty (480) hours. In the event of retirement, the member may retire 480 hours early in lieu of such 480 hours of pay. Members terminating employment as a result of disciplinary action shall not be entitled to compensation associated with sick leave accumulated in the current calendar year, however, said members will be entitled to compensation associated with sick leave (not to exceed 480 hours of pay)

accumulated prior to January of the year of termination.

(B) Sick leave may be taken for personal illness, family illness or quarantine.

(C) After three (3) or more consecutive sick days, the Board may require a physician's note.

(D) Other employment during regularly scheduled hours while on sick leave may be subject to dismissal.

(E) In exceptional cases, an employee with more than one (1) years service may be advanced up to one-hundred twenty (120) hours of unearned paid sick leave upon recommendation of the Department Head and the approval of the Board of Fire Commissioners.

ARTICLE XI

TUITION AID;

(A) Tuition aid will be provided to encourage employees to develop themselves through academic courses that may prepare them for advancement within the Department. As such reimbursement will be limited to approved courses that clearly prepare or advance the employees knowledge in the Fire Protection Profession.

(B) In order to be eligible for reimbursement all courses must be submitted in advance by the Department Head and forwarded to the Board of Fire Commissioners for concurrence.

(C) The cost covered by this program are tuition, registration fees, and laboratory fees. Cost of books or other materials needed in the course are not covered. Verification of costs must accompany the "Application for Tuition Refund".

(D) Upon successful completion of an approved course under this plan, an employee will be reimbursed for the amount approved under the following schedule:

GRADE	% OF COST
A	100%
B	90%
C	80%

The maximum amount reimbursed under the plan is \$2,500 annually.

(E) Employees who receive scholarships, federal or state funds, or Veteran's benefits toward education are not eligible to participate in this plan while a beneficiary of those outside funds to the extent not covered by the plan.

ARTICLE XII

GRIEVANCE PROCEDURE;

(A) The following procedure shall govern a grievance or complaint by an employee:

1. First, discuss the matter with his/her immediate supervisor.

2. Second, if necessary, discuss the matter with the Department Head.

3. Third, if necessary, discuss the matter with the Board.

(B) The Board shall be the final arbitor of all grievances and complaints, and shall be considered final except as may be provided in any valid labor agreement and arbitration.

(C) Definitions.

1. Grievance: Any controversy arising over the interpretation, application, or violation of policies, agreements and administrative decisions affecting the terms and conditions of employees covered under this agreement and may be raised by an individual, the Association, at the request and on behalf of an individual or group of individuals, or the Board.

2. Grievance Committee: For the purpose of this agreement, "grievance committee" shall mean that group of members of the Association duly appointed by the Association to review member's grievances.

3. Department Head: For the purpose of this agreement, "Department Head" shall mean the Fire Chief or the Fire Marshal as appropriate.

(D) Determination by Department Head

1. Referral to the Department Head: If the grievance is not settled by the Supervisor to the member's satisfaction within seven (7) calendar days and such grievance concerns the interpretation, application, or alleged violation of this contract only, the aggrieved party may make written request within five (5) calendar days to the Department Head for review.
2. Decision by Department Head: The Department Head shall render a written decision clearly setting forth his decision and the basis for said decision within five (5) days of receipt of the complaint to both the Association and the complainant.

(E) Determination by Board of Fire Commissioners

1. Appeal to Board: In the event the aggrieved party be unsatisfied with the determination by the Department Head, the complainant or the Association may serve a copy of the original complaint upon the Board of Fire Commissioners within five (5) days of the decision of the Department Head.
2. Decision by the Board: The Board of Fire Commissioners shall render a written copy of their decision to both the Association and the complainant within ten (10) working days of receipt of the complaint.

(F) Determination by Arbitration

1. Request for Arbitration: In the event the aggrieved party is unsatisfied with the determination of the Board of Fire Commissioners, then the aggrieved party or the Association may request an arbitrator within ten (10) calendar days of receipt of the Board's determination through the offices of the Public Employee's Relations Commission.
2. Choice of Arbitrator: Upon receipt of the list of arbitrators from the Public

Employee's Relations Commission, the aggrieved party and the Board shall mutually agree on the selection of an arbitrator.

3. Cost of Arbitration

- a. In the event the aggrieved party is a member of the Association at the time of the occurrence of the action complained of, the costs of the arbitration shall be shared equally by the Board and the Association.
- b. In the event the aggrieved party not be an Association member at the time of the occurrence of the action complained of, then the Association shall bear no responsibility for arbitration costs and the grievant shall pay half the costs.
- c. Any other expenses incurred by the parties shall be the respective party's responsibility.
- d. In the event the arbitrator should determine a party to have prosecuted a claim so clearly lacking any merit or sufficiency so as to be deemed frivolous, the arbitrator may in his sole discretion assess reasonable counsel fees to costs upon said party.

4. Effect of Arbitration: The decision of the arbitrator shall be binding upon both parties.

ARTICLE XIII

ACTING OUT OF TITLE;

Any employee, i.e., firefighter or firefighter/inspector working in capacity as a supervisor as ordered by a superior shall be paid at the rate of \$25.00 per shift after serving for four (4) hours during the shift. This policy will be offered to on-duty personnel on a rotating seniority basis.

ARTICLE XIV

AGENCY SHOP CLAUSE;

All employees (full or part-time) of the District who may be listed by the union for membership and are not members of the union, however, directly benefit by any or all of the terms of this agreement, will be responsible for payment of fees to the local.

These employees are covered by the agency shop clause, N.J.S.A. 34:13a-5.5, Chapter 77, PL of 1979 and fall within this clause.

The Board will be responsible for collecting the dues for these employees. The local will advise the Board of the amount to collect which will not exceed eight-five (85%) percent

of the regular membership dues, fees and adjustments normally paid by members.

ARTICLE XV

FULLY BARGAINED PROVISION;

(A) This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable 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, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Re-negotiation may commence only upon the written consent of both parties hereto.

ARTICLE XVI

TERM AND RENEWAL;

(A) This Agreement shall be in full force and effect as of March 1, 1989 and shall remain in effect up to and including February 29, 1992, but nothing herein shall be deemed to terminate the provisions of this Agreement prior to the parties hereto executing a new Agreement at the expiration date hereof.

(B) The terms and conditions contained herein shall be given retroactive effect, as though the Agreement were commenced on March 1, 1989.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Evesham Township, New Jersey, on the day and year first above written.

BURLINGTON COUNTY PROFESSIONAL
FIREFIGHTERS ASSOCIATION
LOCAL #3091, I.A.F.F.

By: Bruce J Adams

Attest: David C Kuntz

BOARD OF FIRE COMMISSIONERS
EVESHAM FIRE DISTRICT NO. 1

By: Edward W Sample

Attest: Kenneth Hall

EVESHAM FIRE DISTRICT NO.1
RESOLUTION NO. 90-01

FIREFIGHTER SALARY GUIDE
EFFECTIVE 3-1-89 (Employees hired after 3-1-88)

MONTH	89/HR	89/SAL	90/HR	90/SAL	91/HR	91/SAL
0-1 YEAR	10.65	22152.31	11.29	23481.45	11.91	24772.93
2ND YEAR	10.89	22643.71	11.54	24002.33	12.17	25322.46
3RD YEAR	11.61	24157.22	12.31	25606.66	12.99	27015.02
4TH YEAR	12.34	25670.74	13.08	27210.98	13.80	28707.58
5TH YEAR	13.04	27125.28	13.82	28752.80	14.58	30334.20
6TH YEAR	13.76	28619.14	14.58	30336.28	15.39	32004.78
7TH YEAR	14.93	31056.48	15.83	32919.87	16.70	34730.46
8TH YEAR +	16.29	33886.94	17.27	35920.16	18.22	37895.77

FIREFIGHTER/INSPECTOR SALARY GUIDE
EFFECTIVE 3-1-89 (Employees hired prior to 3-1-88)

	89/HR	89/SAL	90/HR	90/SAL	91/HR	91/SAL
MO 1-6	11.83	24613.68	12.54	26090.50	13.23	27525.48
MO 6-12	11.83	24613.68	12.54	26090.50	13.23	27525.48
MO 12-18	12.10	25159.68	12.82	26669.26	13.53	28136.07
MO 18-24	12.51	26011.44	13.26	27572.13	13.98	29088.59
MO 24-30	12.90	26841.36	13.68	28451.84	14.43	30016.69
MO 30-36	13.31	27693.12	14.11	29354.71	14.89	30969.22
MO 36-42	13.71	28523.04	14.54	30234.42	15.34	31897.32
MO 42-48	14.06	29243.76	14.90	30998.39	15.72	32703.30
MO 48-54	14.49	30139.20	15.36	31947.55	16.20	33704.67
MO 54-60	14.87	30925.44	15.76	32780.97	16.63	34583.92
MO 60-66	15.29	31799.04	16.21	33706.98	17.10	35560.87
MO 66-72	15.83	32934.72	16.78	34910.80	17.71	36830.90
MO 72-78	18.10	37652.16	19.19	39911.29	20.24	42106.41

FIREFIGHTER/INSPECTOR SALARY GUIDE
EFFECTIVE 3-1-89 (Employees hired after 3-1-88)

0-1 YEAR	11.83	24613.68	12.54	26090.50	13.23	27525.48
2ND YEAR	12.10	25159.68	12.82	26669.26	13.53	28136.07
3RD YEAR	12.90	26841.36	13.68	28451.84	14.43	30016.69
4TH YEAR	13.71	28523.04	14.54	30234.42	15.34	31897.32
5TH YEAR	14.49	30139.20	15.36	31947.55	16.20	33704.67
6TH YEAR	15.29	31799.04	16.21	33706.98	17.10	35560.87
7TH YEAR	16.59	34507.20	17.59	36577.63	18.55	38589.40
8 YEARS +	18.10	37652.16	19.19	39911.29	20.24	42106.41