

**AGREEMENT**

**BORDENTOWN TOWNSHIP FIRE DISTRICT NO. 2**

**AND**

**BURLINGTON COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION**

**LOCAL 3091**

**I.A.F.F.**

**AFL-CIO-CLC**


**(COVERING CALENDAR YEARS 1995, 1996)**

**SIGNATURES:**

**BORDENTOWN TWP.  
FIRE DISTRICT NO. 2  
BOARD OF FIRE COMMISSIONERS**

**BURLINGTON COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION LOCAL 3091**

  
**GEORGE HANUSCHIK  
CHAIRMAN**

  
**BRIAN AYLESWORTH  
PRESIDENT**

12-20-1995  
**DATED**

Dec 20 1995  
**DATED**

## PREAMBLE

THIS AGREEMENT, entered into this 20TH day of DEC., 1995, by and between the **Board of Fire Commissioners of Bordentown Twp. Fire District #2** 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 **Burlington County Professional Firefighters Association, Local 3091 I.A.F.F.**, hereinafter called the "Association" or "Local" 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 1: RECOGNITION

- (A) The **Board** hereby recognizes the members of Local 3091, Burlington County Professional Firefighters Association" as the exclusive collective bargaining agent for all members of the Local that are regularly employed, full-time, non supervisory firefighters that are employees of the **Bordentown Township Fire District #2**

The sole purpose of this provision is to identify the categories of employees in the bargaining unit, and this provision shall not be construed or interpreted so as to impose obligations or confer rights upon the parties beyond that of recognition in the unit described at the designated facility of the employer.

## **ARTICLE 2: UNION SECURITY**

### **(A) Maintenance of Membership and Payroll Deductions**

1. Upon receipt of a signed and dated written authorization from the employee involved, the Employer shall deduct the dues from each Union employee's paycheck due him or her the first pay day of each month and shall transmit them to the Secretary-Treasurer of the Union. Any member who does not receive a paycheck on the first pay day of the month, shall have his or her dues deducted from the first paycheck he or she receives in the month, Dues not already deducted for the current month must be deducted from the last paycheck of the month must be deducted for the current month from the last paycheck of a Union member when he or she leaves the employ of the Employ or is discharged.
  
2. In making the deduction and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the rate of the monthly dues And proper amount of initiation fee. The Secretary-Treasurer of the local shall a certif., in writing the monthly amount of Union dues owed by each of member of the local. The total amount of the deductions shall be remitted to the Local within 90 days of the deduction being made

### **ARTICLE 3: MAINTENANCE OF OPERATIONS**

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

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 dismissal. The Association shall actively discourage any strike, work stoppage, slowdown, walkout, or other action that may adversely impact upon the mutual objective expressed above.

#### **ARTICLE 4: HOURS, OVERTIME**

- (A) The daily work period start and end times may be varied to meet the needs of the various job assignments within the Fire District. Employees shall be scheduled and compensated for 8 ½ hour shifts, five (5) days per week. Employees shall receive one-half hour (½) per day for meal purposes. Employees shall be compensated for that time, but during that time, they shall not be permitted to leave the assigned location for any reason other than that granted by Management. Management shall schedule such meal and break times for affected employees. Management shall provide at least twenty-four (24) hours notice to employees affected by a schedule change except in case of emergencies conditions.
- (B) Any time over 8 ½ hours per day shall be a One & One half the firefighter current hourly rate.
- (C) It is agreed between the Employer and the Employees that said employee may have to expend hours above and beyond the normal work hours of employment providing services to the employer. The employee shall receive appropriate overtime compensation for such hours expended above and beyond the normal work hours while providing said services. In the alternative, the employee may take compensatory time as more specifically set forth as follows:
- (1) Compensatory time may be accrued to the maximum amount of 16 hours, which may be carried from year to year by said employee.
  - (2) When compensatory time, at any one time, exceeds 16 hours, a said employee must utilize the excess compensatory time above 16 hours limitation within 3 month time period, or same shall be deemed waived by said employee.
  - (3) Prior to utilizing any compensatory time as referenced herein, the employee shall Provide written advanced notice to his supervisor or to such other designated representative of the employer pursuant to this contract or any directive Previously provided to the employee, and the taking of compensatory time By the employee shall be subject to written approval of said supervisor or such other individual as referenced herein, The employer, in its discretion, may deny the request of the employee relative to taking of compensatory time.
  - (4) The employer may waive the time limitation placed on the taking of compensatory time as stated herein in its discretion.

## ARTICLE 5- PER DIEM

D)Based upon presentation of travel expense report and receipts, the Board shall pay the Following for authozied schools, conferences, or seminars.

1)Per Diem; The Board shall pay per diem to employees for authorized off-site assignments. Per diem shall be used to pay for meal, and laundry, and gratuity expenses incurred by employee while on assignment.

Per diem shall be awarded in the following allowance amounts:

<b>Breakfast</b>	<b>\$6.00</b>
<b>Lunch</b>	<b>\$7.00</b>
<b>Dinner</b>	<b>\$12.00</b>
<b>Traveling mileage</b>	<b>\$00.30 per mile</b>

Per Diem will not be awarded for any meal that is included in the itinerary for the off -site assignment.

\*Overnight off-site assignments shall be in tiled to (3) meal per day at above Amounts. (1) day off-site assignments shall be in tiled to lunch only

2)Lodging; Management will arrange and prepay lodging costs if possible. If it is not possible or practical to prepay lodging cost, Management shall provide a method of charging these costs or of reimbursing these cost to the employee after a travel expense report is received

3)Mileage; Empolyees shall be reimbursed at the rate of (30) cents per mile (Federal allowance)for approved travel when an employee is required to utilize a personal vehicle for an authorized off-site assignment. This amount Includes the cost to the employee of fuel, insurance, vehicle wear and tear, and preventive maintance.

4)Transportation; Management shall arrange and pre-pay whenever possible the method of travel and employee is to use when on an off-site assignment. The method of transportation used shall be at the discretion of management. It shall also be at the discretion of management as to the method of transportation an employee is to use while off-site if a Fire District vehicle is not provided. Any credits attributable to " frequent travel"program shall be accrued in the name of the Fire District and remitted as part of the travel expense report. Tolls and/or cabfare will be reimbursed to an employee on an authorized off-site assignment when time dated receipts are submitted with travel expense report and the reason for expense is related to the purpose of the authorized off-site assignment.

## ARTICLE 6: VACATION

- (A) The employee may take an annual vacation of five work days, subsequent to the first full six months of employment, with further vacation benefits as defined hereinafter. However, the employee shall notify the employer in writing at least 14 days prior to the exact dates wherein he intends to take his annual vacation, with same being waived at the sole discretion of the employer, in order that the employer may obtain sufficient manpower to cover and perform the duties of the employee during his absence. The annual vacation will be earned as follows:

### **work days per year**

- 1) From the beginning of the first full calendar year of employment and  
Up to five years of continuous service , **12 working days**
- 2) After five years of continuous service and up to 12 years of continuous  
Service, **15 working days**

- (B) Annual vacation days may be accrued up to 30 days at any given time by the employee, but said employee cannot take more than 10 working days consecutive vacation without prior approval of the employer.
- (C) An increase in vacation leave shall be granted at the beginning of the calendar year in which the years of service requirement will be met.
- (D) If the employee is terminated during the year wherein annual vacation has been earned by the employee, the employee shall be paid for all unused and accrued vacation days.

## ARTICLE 7: HOLIDAYS

- (A) All employees are credited with six (6) Regular Holidays and two (2) Floating Holidays on January 1 of each year. The Regular Holidays are days that all employees are given off. The Floating Holidays are provided to all employees to use as desired and can be taken at any time during the year with the approval of Management.
- (B) The six (6) Regular Holidays are: **New Years' Day, Memorial Day, Independence Day, Labor Day, 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. In order to be compensated for a Regular Holiday, an employee must either report for work, use accrued Vacation or Personal Leave, or use a Floating Holiday the scheduled work day before and the scheduled work day after a Regular Holiday. If an employee does not, the employee shall not be compensated for the Regular Holiday. **Medical evidence must be submitted**
- (C) In the event Management decides it is essential to the mission of the Fire District to have an employee work on a holiday, the employee will be compensated with the entitled Holiday Pay and Regular Pay for any hours worked that day.



## ARTICLE 8 : LEAVE OF ABSENCE

(A) As a result of injury in the line of duty, the Employer may, at its sole discretion and by passage of a resolution, give said Employee up to one year's leave of absence with pay.

When such action is taken, the employee shall not be charged any sick leave time lost due to this particular injury. It is specifically understood that the employee shall reimburse the employer from any funds he may receive from Workers Compensation, temporary benefits or from a possible legal settlement from judgement against the person or persons responsible for the injury.

(B) **Personal days:** The employee shall be entitled to receive a total of **(3) personal days**.

A maximum of 24 hours' written notice must be provided to the employer by the employee prior to taking a personal day, with the written approval of the employer secured relative to granting the use of said personal day.

(C) **Bereavement Leave:**

An employee shall be excused from assigned duties with full pay due to a death in the immediate family for a period not to exceed four (4) working days. Immediate family shall be defined as the parents, siblings, spouse, and offspring of an employee.

An employee shall be excused from assigned duties with full pay due to a death of grandparents, wards, or immediate in-laws for a period not to exceed three (3) working days.

Bereavement Leave is intended to be utilized for the purpose of handling the necessary funeral arrangements and attendance at the funeral. 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 will be required to inform Management of the employees' relationship with the deceased.

(D) **Court Appearances;** Any employee required to appear in court proceedings due to circumstances that arise from their service with the Fire District shall receive their regular rate of compensation for the period spent in court proceedings.



## ARTICLE 11: SICK LEAVE

- (A) Sick leave may be used when ill, injured or when in need of other medical examination or treatment such as medical, dental, optical, etc. It is the responsibility of the employer or designated member of the employer to determine whether absences are properly chargeable to sick leave. Medical certificate as justification of the use of sick leave may be required in sole discretion of the employer.
- (B) The employee earns **15 sick days per year**, regardless of length of service. Sick leave Maybe accrued and carried over from year to year, subject to paragraph (F)
- (C) It is understood and agreed that in the event said employee is injured in a work related accident and said injury is compensable under worker's compensation law of the State of New Jersey, then and in such event, the employee shall not be entitled to sick pay in addition to disability.
- (D) It is further understood that, any language contained herein notwithstanding, if said employee is absent from work on sick leave for more than (3) three consecutive work days, said employee shall submit to the employer's medical evidence substantiating said illness by way of a note from a licensed medical physician and further substantiating that ability to return to employment.
- (E) It shall be agreed that the employee shall notify the employer prior to returning to employment after an absence of sick leave.
- (F) The employee shall be compensated for accrued sick leave up to a maximum of 80 days: however, payment will be made upon retirement at the rate of one half the prevailing salary for each day accrued. The employer, at its own discretion, may provide payment or compensatory time off. However, if termination shall occur pursuant to the terms of this contact, compensation for sick leave accumulated shall not be made, either monetarily or as compensatory time off.
- (G) An employee may use up to (5) days of accrued sick leave in case of illness, of pregnancy in the immediate family(parent, spouse, children or other dependent)This use of sick leave is intended to be used by the employee to care for and/or provide or make arrangements to provide care for immediate family member.

## **ARTICLE 12:TUITION AID**

- (A)** The employee may be required to attend various courses or schooling which is job related. If so the Board of Fire Commissioners will pay any and all tuition and/or book fees.
- (B)** The employee may attend fire service related classes to further their skills and or education. upon successful completion of the employer approved class, and proof of payment, the employee shall be reimbursed 100% of the tuition fee.

## **ARTICLE 13: LOCAL RIGHTS AND RESPONSIBILITIES**

- (A)** One (1) authorized representative of the Local (or his designee), whose name shall be filed in writing with Management, shall be permitted to visit any Fire District facility during assigned working hours for the purpose of processing or investigating grievances, provided that prior approval has been obtained from Management. It is agreed that such prior approval shall not be unreasonably withheld. The Local representative shall not interfere with the normal operations of employees assigned to that facility in any way.
- (B)** Copies of disciplinary charges or other notices relating to disciplinary action of an employee shall be furnished to the Local representative.
- (C)** The Commissioners agree to grant the necessary time off to duty elected delegates in accordance to N.J.S.A. 11:26C-4 governing firefighters only, such as attendance at State Conventions, provide one (1) month notice is given to Commissioners.

#### **ARTICLE 14: UNIFORMS and EQUIPMENT**

- (A) Uniforms and necessary equipment for employment shall be provided by the employer within its discretion and will be worn as directed by the employer during normal working hours. The quality, type, number, style, etc. will be in the sole discretion of the employer and subject to the approval of the employer. Cleaning of the uniforms and any other Personnel equipment and/or clothing will be the responsibility of the employee.
- (B) The firefighter shall be supplied with the following:
- 3 Sweatshirts "job shirt"
  - Five(5) dark blue pants
  - Five(5) blue short sleeve shirts(worn from April 15th-Oct.15)"osha approved"
  - Five(5) blue long sleeve shirts(worn from Oct.16th-April 14)"osha approved"
  - One (1) coveralls
  - One (1) lightweight jacket
  - One (1) winter jacket
  - One (1) black belt
  - One (1) pair black shoes (osha approved)
  - Five (5) cotton T-shirts
  - All required turn out gear
- (C) If replacement of the aforementioned clothing which may be damaged, destroyed or found unserviceable during the term of employment is necessary, then same shall be replaced upon proof of above employee to the employer. If negligence of the employee in the use of said clothing or equipment is determined in the sole discretion of the employer then same shall be replaced by the employee, and the costs of replacement shall be deducted from wages due to the employee.
- (D) Employee shall not wear uniform components issued by management when off duty, unless specifically authorized by management.
- (E) Each firefighter shall have a personal locker at the fire station for their own use and have spare uniforms stored

## **ARTICLE 15: RETIREMENT**

- (A)** Employees intending to retire shall notify Management of this decision by September 1 of the year before the retirement is to become effective. This provision of notification shall not apply to any employee that retires because of a condition not known or reasonably foreseen by the employee.
- (B)** In the event of the death of an employee, the Fire District shall pay the estate, legal representative of the employee, or beneficiary as designated on the employee's pension enrollment form, a sum equal to all accrued holiday, personnel, vacation, and sick leave. Credits shall be redeemed at the regular rate of pay earned by the employee at the time of death.

## **ARTICLE 16: AGENCY SHOP CLAUSE**

All employees who may be listed by the Union as eligible for membership but are not actual members of the Union may directly benefit from any or all of the terms of this Agreement, and therefore, shall be responsible for the payment of fees to the Union. Such 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. Management shall be responsible for collecting Union dues for these employees. The Local shall advise Management of the amount due from each such employee, which shall not exceed eighty-five (85) percent of regular Union membership dues, fees, and adjustments normally paid by members.

## **ARTICLE 17: TERM AND RENEWAL**

- (A)** This Agreement shall be in full force and effect as of January 1, 1995 and shall remain in effect through an expiration date of December 31, 1996. However, 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.
- (B)** All terms and conditions contained herein shall be given retroactive effect, as though the Agreement were commenced on January 1, 1995.

## **ARTICLE 18: SEPARABILITY and SAVINGS CLAUSE**

- (A) It is understood and agreed by the parties that if any of the provisions of this Agreement or the application thereof shall be held invalid as a matter of law, the remainder of this agreement or the application thereof shall not be affected thereby. If any federal or New Jersey laws or regulations or final decisions of any Federal or New Jersey court or administrative agency affects any provision of this Agreement, each provision shall be deemed amended to extend necessarily to comply with such law, regulation or decision but otherwise shall not be affected.

## **ARTICLE 19: CONTACT ADMINISTRATION AND ENFORCEMENT**

### Grievance Procedure:

#### (A) Purpose:

1) The purpose of this procedure is to secure, at lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this agreement. The parties agree that this procedure shall be kept as informal as appropriate.

2) Nothing herein contained shall be construed as limiting the right of the Employee having a grievance to discuss the matter informally with any appropriate member of the management staff and having the grievance adjusted without the Intervention of the association.

#### (B) Definition:

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 covered under this agreement and may be raised by an individual, the local (at the request of or on behalf of a local member or the group of local members) or management.

**(C)Contents of Grievance:**

**The written statement made by an aggrieved party in a grievance shall be :**

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

**(D)The Grievance Procedures:**

**Step One:** The grievant (s) shall institute Action by filing a grievance to the immediate supervisor within twenty -four hours(24hours) after the occurrence or event that Prompted the grievance management shall be given Seventy two hours(72hours) after the grievance is presented to respond to the grievance.

**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 a Grievance Appeal within five(5) days of receipt of the results of the step one. Management shall schedule and hold a meeting within ten (10) days after the grievance appeal is filed. The intent of this meeting is to reach a settlement to the grievance this meeting shall between the grievant(s) ,management(OR DESIGNEE), and a representative of the local(if such representative is requested to be present by the grievant(s) a response shall be provided to the grievant(s) and the representative of the local within TEN(10)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 within Ten (10) days of the Results of step two. Mangement shall schedule and hold a meeting within three(3) representatives of the Fire District and Three (3) representatives of the local within Twenty(20)days after the grievance appeal is filed. The intent of this meeting is to reach a settlement to grievance response shall be provided to the grievant(s) and to the representative of the local within Ten(10)days after the meeting.

**Step Four:** If the grievant(s) is not satisfied with the results of step three, the local may request in writing, the matter proceed to arbitration, the arbitrator shall be chosen in accordance with the Rules of New Jersey Public Employees Relation Commission (PERC)An arbitration hearing shall be scheduled, though Mutual Agreement of all parties, The arbitrator shall be bound by the provisions of this agreement and restricted to the consideration of the facts presenters thought out the grievance procedure .The arbitrator shall be further bound by the laws 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 his written decision the arbitrator shall indicate the findings of the facts and reasons for his decision, the findings of the arbitrator shall be binding by both parties



**(E) Board Grievances:**

grievances initiated by the Board shall be files directly with a local representative within Ten (10) days after the occurrence of the event that prompted the grievance meeting shall be scheduled and held within Ten (10) days after the filing Of the grievance between the full board of fire commissioners and representatives of the Local in an effort to settle the grievance, In the event the grievance is not settled, both parties will be bound to proceed with the provisions of Step Four of the Grievance Procedure, If at the end of Steps 1-2-3or 4 a settlement is reached all parties involved shall coexist without undo pressure.

**ARTICLE 20: MANAGEMENT RIGHTS**

**(A)**The management of the employer's operation and the direction of the work forces Are vested exclusively in the employer.except as expressly limited by this agreement , and by law, including but not limited to the civil service statutes and regulations, the employer retains the sole right to determine all matters pertaining to work force, including but not limited to the right to hire, train, demote, promote and layoff employees;to determine or change the stating or quitting time and the number of hours worked; the assignment of overtime ;to promulgate reasonable rules and regulations; to organize, discontinue, enlarge, or Reduce a department or function; to combine or transfer employees to other department's Shifts as operations may require; so long as such is in the accordance with law; and to Carry out the ordinary and customary functions of management whether or not exercised By the employer prior to the execution of this agreement. The above-mentioned Management rights are not to be interpreted as being all-inclusive, but merely indicate the type of rights which belong to and agreed that any of rights, power or authority the Employer had prior to signing of an initial agreement are retained by the employer, expect those rights which are specifically abridged, granted or delegated to others ,are provided for by statute or regulation, or modified by the agreement.