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A G R E E M E N T

BETWEEN

**ATLANTIC CITY INTERNATIONAL AIRPORT
FIRE FIGHTERS - LOCAL S-18**

OF THE

**INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS
AFL-CIO, CLC**

AND THE

SOUTH JERSEY TRANSPORTATION AUTHORITY

JANUARY 1, 2008 TO DECEMBER 31, 2011

Final Agreement – 02/16/09

PLOTKIN ASSOCIATES, L.L.C.

Specializing in Public Sector Labor Relations

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TABLE OF CONTENTS

| <u>ARTICLE</u> | <u>SECTION</u> | <u>PAGE</u> |
|----------------|----------------------------------|-------------|
| 1 | Preamble | 4 |
| 2 | Recognition | 5 |
| 3 | Dues Deduction and Agency Shop | 6 |
| 4 | Management Rights | 9 |
| 5 | Non Discrimination | 11 |
| 6 | Union Activity | 12 |
| 7 | Union Business | 13 |
| 8 | Bulletin Board | 14 |
| 9 | Printing and Supplying Agreement | 15 |
| 10 | Employee Status | 16 |
| 11 | Reduction In Force/Layoffs | 17 |
| 12 | Technological Change | 18 |
| 13 | Prevailing Rights | 20 |
| 14 | Definition Of Seniority | 21 |
| 15 | Personnel Reduction | 22 |
| 16 | Shift Exchange | 23 |
| 17 | Working Out of Classification | 24 |
| 18 | Uniform Allowance | 25 |
| 19 | Mileage Allowance | 27 |
| 20 | Tuition Reimbursement | 28 |
| 21 | Promotions | 31 |
| 22 | Assignment during Disability | 33 |
| 23 | Discipline and Discharge | 34 |
| 24 | Rules and Regulations | 36 |
| 25 | Grievance Procedure | 37 |
| 26 | Salaries | 40 |
| 27 | Hours and Overtime | 42 |
| 28 | Hourly Rate of Pay | 43 |
| 29 | Recall | 44 |

1
2
3
4
5
6
7
8
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25
26
27
28

TABLE OF CONTENTS (Con't.)

| <u>ARTICLE</u> | <u>SECTION</u> | <u>PAGE</u> |
|----------------|---|-------------|
| 30 | Seniority List for Overtime | 45 |
| 31 | Additional Duties | 47 |
| 32 | Compensation at Resignation, Dismissal, Retirement or Layoff | 48 |
| 33 | Bereavement Leave | 49 |
| 34 | Court Leave | 50 |
| 35 | Military Leave | 52 |
| 36 | Family and Medical Leave | 53 |
| 37 | Continuing Education | 54 |
| 38 | Supplemental Workers' Compensation | 55 |
| 39 | Vacation Leave | 57 |
| 40 | Sick Leave | 59 |
| 41 | Administration Leave | 61 |
| 42 | Holidays | 62 |
| 43 | Health Benefits | 64 |
| 44 | Temporary Disability Benefits | 69 |
| 45 | Pension and Life Insurance | 70 |
| 46 | Extreme Weather | 71 |
| 47 | Relief at a Fire | 72 |
| 48 | Working Conditions for Fire Fighters | 73 |
| 49 | Station Conditions, Sanitation and Upkeep | 74 |
| 50 | Successors | 76 |
| 51 | Severability Clause | 77 |
| 52 | Fire Fighters Safety and Health | 78 |
| 53 | Duration of Agreement | 79 |
| | Schedule "A" Salary Guide for Employees | 81 |

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ARTICLE 1

PREAMBLE

This Agreement is entered into by and between the South Jersey Transportation Authority, hereinafter referred to as the "Authority" and the Atlantic City International Airport Fire Fighters, Local S-18 of the International Association of Fire Fighters, hereinafter referred to as the "Union". It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, and other conditions of employment.

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1 ARTICLE 2

2 RECOGNITION

3
4 The Authority recognizes the Union as the sole and exclusive representative of those
5 certain employees of the Atlantic City International Airport Fire Department of the South
6 Jersey Transportation Authority for the purposes of collective negotiations concerning wages,
7 salaries and other terms and conditions of employment. For the purposes of this Agreement,
8 an employee or employees are those employees in the following titles pursuant to the
9 Certification Docket No. RO-96-6 by the State of New Jersey, Public Employment Relations
10 Commission dated September 29, 1995, as authorized by the New Jersey Employer-Employee
11 Relations Act of 1968, and amended as follows:
12
13

14
15 UNIT: Included: All regularly employed full-time and part-
16 time Fire Fighters employed by the South Jersey
17 Transportation Authority who have passed all security
18 requirements, including but not limited to fingerprinting
19 and background checks.
20

21
22 Excluded: All managerial executives, confidential employees, police,
23 supervisory employees within the meaning of the Act. Professional
24 employees, craft employees, the Chief of the Airport Fire Department,
25 and all other employees employed by the South Jersey Transportation
26 Authority.
27
28

1 ARTICLE 3

2 DUES DEDUCTION AND AGENCY SHOP

3
4 A. The Authority agrees to deduct from the salaries of its employees, subject to this
5 Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter
6 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.
7

8
9 B. The check-off and deduction shall commence for each employee who signs a properly
10 dated authorization card supplied by the Association and verified by the Authority during the
11 month following the filing of such card with the Authority. The total amount of deductions
12 shall be remitted each month by the Authority to the Treasurer of the Union.
13

14
15 C. If during the life of this Agreement there shall be any change in the rate of membership
16 dues, the Union shall furnish the Authority written notice thirty (30) days prior to the effective
17 date of such change and shall furnish to the Authority either new authorization from its
18 members showing the authorized deduction for each employee, or an official notification on
19 the letterhead of the Union and signed by the president of the Union advising of such changed
20 deduction.
21

22
23 D. The Union will provide the necessary "check-off authorization" form and the Union
24 will secure the signatures of its members on the forms and deliver the signed form to the
25 Authority.
26

1 E. Any such written authorization may be withdrawn at any time by the filing of notice of
2 such withdrawal with the Authority. The filing of notice of withdrawal shall be effective to
3 halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

4
5 F. The Authority agrees to deduct the fair share fee from the earnings of those employees
6 who elect not to become members of the Union and transmit fees to the majority
7 representative.
8

9
10 G. The deduction shall commence for each employee who elects not to become a member
11 of the Union during the month following written notice from the Union of the amount of the
12 fair share assessment.
13

14
15 H. The fair share fee for services rendered by the Union shall be in an amount equal to the
16 regular membership dues, initiation fees and assessments of the Union, less the cost of
17 benefits financed through the dues and available only to members of the Union, but in no
18 event shall the fee exceed eighty-five (85%) percent of the regular membership dues and
19 assessments.
20

21
22 I. The Union shall establish and maintain a procedure whereby an employee can
23 challenge the assessment as computed by the Union in accordance with the rules of the Public
24 Employment Relations Commission. This appeal procedure shall in no way involve the
25 Authority or require the Authority to take any action other than to hold the fee in escrow
26 pending resolution of the appeal.
27
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J. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Authority in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Authority, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

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1 ARTICLE 4

2 MANAGEMENT RIGHTS

3
4 A. The Authority hereby retains and reserves unto itself, without limitation, all powers,
5 rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing
6 of this Agreement by the Laws and Constitution of the State of New Jersey and of the United
7 States, including, but without limiting the generality of the foregoing, the following rights:
8

- 9
- 10 1. To the executive management and administrative control of the Authority
11 operation and its properties and facilities and to determine the methods of operation to
12 be offered by its employees and to direct the on-the-job activities of its employees;
 - 13 2. To determine the standards of selection of employment and to hire all
14 employees and subject to the provisions of Law, to determine their qualifications and
15 conditions for continued employment or assignment and to promote and transfer
16 employees;
17
 - 18 3. To suspend, demote, discharge or take other disciplinary action for good and
19 just cause according to Law;
 - 20 4. To relieve its employees from duty because of lack of work or lack of funding
21 or legal cause;
 - 22 5. To maintain the efficiency of its operations;
 - 23 6. To determine the amount of overtime to be worked;
 - 24 7. To determine the methods, means and personnel by which its operations are to
25 be conducted;
 - 26 8. To determine the content of work assignments;
- 27
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9. To exercise complete control and discretion over its organization and the technology of performing its work; and

10. To establish one (1) floating Assistant Chief position with the requirement that the floating Assistant Chief be given at least two (2) weeks prior notice of his work schedule. (It is agreed to by the parties that Ed Conrow shall hold this floating position and the assignment to the position shall not preclude the right to sign up and be assigned overtime opportunities pursuant to the current rotational procedure)

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Authority, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this Agreement and applicable law.

ARTICLE 5

NONDISCRIMINATION

The parties of this Agreement agree not to discriminate against any employee because of race, color, creed, sex, national origin, marital status, sexual orientation, religion, handicap or disability.

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ARTICLE 6

UNION ACTIVITY

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A. There shall be no discrimination, interference, restraint or coercion by the Authority against any employee for his/her activity on behalf of, or membership in, the Union.

B. Upon prior notification to the Fire Chief or his designee, authorized representative(s) of the Union may enter the Authority facilities or premises at reasonable hours for the purpose of observing working conditions, assisting in the adjustment of grievances or conducting Union meetings with members of the bargaining unit, provided there should be no interference with the normal operations of the business of the Authority or normal duties of Employees.

ARTICLE 7

UNION BUSINESS

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A. Upon adequate prior written request to the Authority, members of the Union designated by the Union, shall be given leave with pay to attend Union seminars, educational functions or conventions, not to exceed a combined total of twelve (12) eight (8) hour days in each calendar year of this Contract. The days shall be taken in full workday increments by each designated employee. The request will be approved by the Authority unless the absence of the employee will adversely effect the department's operations. Approval will not be unreasonably withheld. Any days not utilized in any calendar year shall not be carried over to the next year.

B. Two (2) members of the Union Negotiating Team, The President and one Union representative, shall be allowed time off for all meetings which will be mutually set by the Authority and the Union.

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ARTICLE 8

BULLETIN BOARD

The Authority shall provide a 4' by 6' area of space for a Union bulletin board in the firehouse, which shall be accessible to the employees.

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ARTICLE 9

PRINTING AND SUPPLYING AGREEMENT

This Agreement shall be printed and supplied to each employee by the Authority as soon as possible after ratification at no cost to the employee.

ARTICLE 10

EMPLOYEE STATUS

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A. The Authority shall submit written notice to the Union, upon request, of the name, job title, assignment status and effective date of actions affecting employees as follows:

- a. appointment of new employees
- b. promotion
- c. transfer
- d. suspension
- e. termination by type (retirement, disability, voluntary, or by cause)
- f. leaves of absence without pay for one (1) month or more.

B. The Authority shall maintain and post annually a current seniority list. This list shall be used whenever called for by specific articles and sections of this Agreement and in such other cases as may be agreed upon by the Authority and the Union, as defined in Article 14.

C. The Authority shall maintain a catalogue of the mutually agreed upon descriptions of positions within the bargaining unit and forward copies within a reasonable period of time to the Union upon their request.

ARTICLE 11

REDUCTION IN FORCE/LAYOFFS

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A. In the event of a reduction in force, including reductions caused by the abolishment of a position, sub-contracting or by the discontinuance of a facility, employees shall be laid off in the reverse order of seniority. Any employee laid off shall have the right to re-call should a job opening occur or the position be re-established. Re-calls shall be based upon seniority.

B. In the event an employee is laid off, the following provisions shall apply:

1. An employee shall receive at least thirty (30) calendar days' notice prior to the effective date of severance or pay in lieu thereof. Further, employees with at least one (1) year of service who are not recalled shall receive severance pay equal to one (1) month's pay and shall be covered by all medical insurance coverage for a period of three (3) months, reimbursable by the Authority.

2. An employee shall be allowed to sell back all of his accrued vacation leave, compensatory time, and administrative leave at the employee's per diem rate of pay at time of severance.

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ARTICLE 12

TECHNOLOGICAL CHANGE

A. At least 90 days or as soon as reasonably possible, prior to the introduction or implementation of substantial technological change affecting employees, the Authority shall, by written notice, furnish the Union with full information of the planned change or changes.

This notice shall contain relevant information respecting:

1. The nature and degree of change.
2. The date or dates on which the Authority plans to effect the change.
3. The location or locations involved.

B. Within fifteen (15) days after the notice has been given, the Authority shall make disclosure to the Union of the effects of the change or changes on any employee. Following the disclosure, both parties will meet for the purpose of resolving any issue, which may concern the employment status of any employee. If agreement has not been reached within 15 days after disclosure by the Authority of the affect of the change or changes on any employee, either party may submit the outstanding issue to arbitration. The technical arbitrator shall have full remedial powers to deal with any unresolved issue regarding the introduction and implementation of technological change. The technical arbitrator, however, shall have no authority to deal with the issue of compensation.

C. A list of Technical Arbitrators shall be requested and compiled by the Fire Fighters Association of New Jersey.

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D. Nothing in this Article 12 shall be interpreted as a waiver by the Authority of its management right to implement or make technological changes without first having to bargain with the Union. Nothing in this Article 12 shall be interpreted as a waiver by the Union of its right to negotiate subjects which are negotiable under law. Any dispute regarding compensation which is unresolved between the parties will be submitted to Interest Arbitration under the auspices of the Public Employment Relations Commission.

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ARTICLE 13

PREVAILING RIGHTS

All rights, privileges, and working conditions enjoyed by the employees at the present time which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by a mutual consent.

ARTICLE 14

DEFINITION OF SENIORITY

Seniority shall be determined by continuous service in the Authority Fire Department calculated from the date of employment. Continuous service shall be broken by only resignation, discharge, or retirement. Employees with the same employment date shall be assigned to the seniority list in order of their social security numbers.

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ARTICLE 15

PERSONNEL REDUCTION

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4 In the case of a personnel reduction the employee with the least seniority shall be laid
5 off first. Time in the Authority Fire Department shall constitute total seniority. Laid off
6 employees shall have recall rights for two (2) years from the date of layoff. Employees shall
7 be recalled in the order of their seniority. In the event of a recall, the Authority shall send
8 written notice of the recall to the last known address of the employee by certified mail with a
9 copy to the Union. If the recalled employee does not respond within twenty (20) days of the
10 date of the mailing of the notice, he/she shall lose recall rights and shall be removed from the
11 recall list.
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ARTICLE 16

SHIFT EXCHANGE

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4 Employees of the Fire Department shall have the right to exchange shifts or off days,
5 when the said change does not interfere with the operations of the Fire Department, is
6 approved by the Fire Chief, and does not result in overtime. The employee member accepting
7 the shift exchange shall be responsible as if he/she were working his/her own tour of duty.
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ARTICLE 17

WORKING OUT OF CLASSIFICATION

An employee may be required by the Chief to accept responsibilities and carry out the duties of a position or rank above that which he/she normally holds. In the event an employee is required to perform work in a higher position, the employee shall receive pay commensurate with the higher position. Unless otherwise justified by operational reasons, work in a higher classification shall be offered to the most senior firefighter first.

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ARTICLE 18

UNIFORM ALLOWANCE

A. All new employees will receive the following basic clothing issuance:

Four (4) Nomex Pants

Four (4) Nomex Short Sleeve Shirts

Four (4) Nomex Long Sleeve Shirts

Two (2) Job Shirts

Two (2) Staff Shirts

One (1) Leather Belt

Eight (8) T-Shirts

Two (2) Shoes/Boots

One (1) Jacket w/removable winter liner

All current employees acknowledge that they have received a full basic clothing issuance. After being employed for one year, the Chief shall inspect the basic issue twice each year (October 1 and April 1). At the time of inspection, each employee shall be allocated \$500.00 to purchase replacement articles as determined to be needed by the Chief. Should the expense to replace the required articles be less than the \$500.00, the employee may purchase other approved clothing items with the remaining amount. In no case shall the cost for replacement articles combined with other approved clothing exceed \$500.00 during each inspection period. Effective January 1, 2010, such allowance shall be increased to \$550.00.

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All clothing shall be purchased by the Authority through the Purchasing Department as approved by the Chief.

B. All uniform issuance shall meet the requirements of the National Fire Protection Association 1975, Standard or Station/Work Uniforms for Fire Fighters (most recent Edition).

C. Whenever the uniform, including civilian clothing when the assigned duties require the wearing thereof, of the employee is damaged or stolen while performing those duties he/she shall be reimbursed for the full amount of the loss of the civilian clothing, or reissued the uniform articles lost or damaged.

ARTICLE 19
MILEAGE ALLOWANCE

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Employees required to use their private automobiles for Fire Department business as approved by the Fire Chief shall be compensated at the prevailing IRS approved rate for business use of automobiles.

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ARTICLE 20

TUITION REIMBURSEMENT

A. All employees of the Fire Department shall be allowed to participate in the South Jersey Transportation Authority Tuition Reimbursement Program. In addition to formal, degree program courses, the Authority may also provide tuition reimbursement to any employee who participates in non-degree course, seminars, vocational training, certification or licensing programs, or review courses, when those courses directly relate to either the employee's job performance or skills related to their Authority employment.

In all instances the Authority has sole discretion in determining whether reimbursement will be granted or not.

B. Eligibility Criteria

- (1) Applicant must be a regular full time employee.
- (2) Applicant must have one (1) year continuous satisfactory service with the Authority preceding application date (for all course reimbursement except those courses or training mandated by the Authority).
- (3) All training and awards of tuition will support EEO/AA strategies.

1 C. Reimbursement Criteria

- 2 (1) Applicants must have written authorization from the
3 Executive Director at least four (4) weeks in advance of the
4 course start date.
5
6 (2) Funds are available in the tuition reimbursement account.
7
8 (3) The course selected must be related to the fire fighting and
9 emergency medical fields.
10
11 (4) The course must be offered by an accredited school, college,
12 or professional training organization.
13
14 (5) Receipt of course payment and documentation of a passing
15 grade of C or better must be submitted to the Human
16 Resources Manager. (A certificate of course completion will
17 be accepted for non-credit bearing training courses.)
18
19 (6) Course attendance will not interfere with an employee's work
20 schedule. (Note: Authority mandated training and/or course
21 participation may be attended on company time.)
22
23 (7) Employees pursuing a degree program or an extended course
24 of study may be required to sign an agreement not to voluntarily
25 terminate their employment with the Authority prior to completing
26 a negotiated period of service or reimburse the Authority for such tuition.

26 D. Reimbursement Schedule

- 27 (1) Maximum reimbursement for a calendar year (Jan. 1 through
28 Dec. 31) is \$2500.00 and limited to twelve (12) credits per year.

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- (2) Courses covered include vocational courses, associates, bachelor and post graduate program courses.
- (3) Home/correspondence/internet courses may not be reimbursable.
- (4) Reimbursement is limited to tuition, registration, and laboratory fees.

Note: No employee has any vested right to tuition reimbursement except as set forth herein for mandatory training.

E. Mandatory Training.

The Authority may select training to be mandatory. Such training may either take place in house or at an external location, All fees associated with mandatory training or course participation will be assumed by the Authority.

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C. Promotions shall only be made from the employees assigned to the Authority Fire Department. Should the Authority determine, after evaluation of the factors outlined above, that there is no qualified employee to fill the position, the Authority shall fill such position with a qualified new hire.

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ARTICLE 22

ASSIGNMENT DURING DISABILITY

The authority shall have the right, but not the obligation, to assign Employees injured in the line of duty to perform other jobs at the Authority which they are capable of performing ("light duty") until such time as they are able to return to their original job. If an Employee refuses light duty, that Employee forfeits the right to receive Supplemental Workers' Compensation.

1 ARTICLE 23

2 DISCIPLINE AND DISCHARGE

3
4 A. No Fire Department employee shall be disciplined or discharged without just cause. In
5 the event of an alleged serious offense, an employee may be immediately suspended with or
6 without pay pending an investigation.
7

8
9 B. A hearing shall be held by the Airport Director or his/her designee within fourteen (14)
10 calendar days (excluding recognized holidays) of when management became aware of the
11 alleged offense. At least seven (7) calendar days before the hearing, the employee and Union
12 shall be notified in writing of the charges, and the time and place of the hearing. Within seven
13 (7) calendar days of the hearing, the Hearing Officer shall render his/her written determination
14 of what discipline, if any, shall be imposed. At no time will the Hearing Officer be from the
15 Fire Department.
16

17
18 C. The employee shall have the right of appeal. The appeal must be in writing to the
19 Executive Director no more than five (5) working days from the date of the written
20 determination issued by the Hearing Officer. The Executive Directors' decision shall be in
21 writing to the employee and the Union. The employee shall have the right to be accompanied
22 and represented by the Union and/or legal counsel. The employee and Union shall receive a
23 copy of the written decision from the hearing at no cost.
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27 D. In no event shall a suspension without pay exceed twenty-eight (28) calendar days
28 absent the written determination of the Hearing Officer.

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E. Nothing herein is intended to preclude an extension of the time limits by the mutual agreement in writing by the parties.

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ARTICLE 24

RULES AND REGULATIONS

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5 A. The Union agrees that its members shall comply with all S.J.T.A Fire Department
6 rules and regulation, including those relating to conduct and work performance and all SJTA
7 policies and procedures to the extent not in conflict with any provision contained herein.. The
8 Authority agrees that all rules, regulations, policies and procedures which affect working
9 conditions and performance shall be subject to the grievance procedure in Article 25. Not
10 withstanding, the Authority agrees to negotiate over any proposed changes in terms and
11 conditions of employment.
12

13
14 B. In accordance with the provisions of N.J.S.A. 34:13A-5.3, new rules or modifications
15 of existing rules governing working conditions shall be negotiated with the majority
16 representative before they are established.
17

18
19 C. The Union shall acknowledge that it is the function of the Authority to establish,
20 enforce and amend from time to time Rules and Regulations to be supplied in printed form to
21 the Authority's Representative, to the Union, and each employee. The Authority also agrees
22 that this function shall be exercised in a manner consistent with the terms of this Agreement
23 and subject always to the rights of the Fire Fighters and/or the Association to lodge a
24 Grievance as provided in this Agreement.
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ARTICLE 25

GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is any cause of complaint by an employee, group of employees of the Authority Fire Department or the Union with reference to conditions of employment, or with respect to the interpretation, application or violation of policies, agreements, and administrative decisions, including disciplinary determinations, affecting them.

B. PRESENTMENT

Any employee, group of employees, or the Union may present grievances to management and may be represented by the Union or a Union Officer. Employees may be represented by any person of his/her choosing, however, in any case, a Union representative shall be present.

C. PROCEDURE:

Step 1. A grievance shall be presented, in writing, no more than fifteen (15) working days after the occurrence of the cause for such complaint or within fifteen (15) working days after becoming aware of the cause of such complaint to the Fire Chief with a copy to the Union. Failure to submit the grievance within the fifteen (15) working days as set forth herein shall render the grievance untimely and shall prevent an arbitrator from hearing the matter or rendering a decision. For the purpose of this Article, "working days" shall mean those days that fall on Monday through and including Friday excluding recognized holidays. The Fire Chief will conduct a

1 meeting/hearing into the facts within ten (10) working days of receipt of the written
2 grievance and render a written decision within five (5) working days after such
3 meeting/hearing.

4 **Step 2.** If the grievance is not satisfactorily settled at Step 1, or if no written
5 decision from Step 1 is received within five (5) working days after the grievance
6 hearing at Step 1, the grievance shall be submitted to the Airport Director within five
7 (5) working days of receipt of the decision at Step 1. The Airport Director shall
8 conduct a meeting/hearing into the facts within ten (10) working days of receipt of the
9 grievance and render a written decision within ten (10) working days after the hearing
10 of the grievance.

11 **Step 3.** If the grievance is not satisfactorily settled at Step 2, or if no written
12 decision from Step 2 is received within ten (10) working days after the grievance
13 hearing at Step 2, the grievance shall be submitted to the Executive Director within
14 five (5) working days of receipt of the decision at Step 2. The Executive Director shall
15 conduct a meeting/hearing into the facts within ten (10) working days of receipt of the
16 grievance and render a written decision within ten (10) working days after the hearing
17 of the grievance. The Executive Director may appoint a designee to conduct such
18 meeting/hearing. Such designee shall be mutually impartial and have no direct interest
19 in the grievance.

20 **Step 4.** The Union shall have the exclusive right to appeal the decision of the
21 Executive Director to Arbitration, through the New Jersey Public Employment
22 Relations Commission (PERC), the cost of which shall be borne equally by the parties.
23 The Arbitrator shall have no power to add to, alter or amend or repeal any provision of
24 this Agreement except as otherwise provided for in this Agreement. Such appeal must
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1 be filed within forty-five (45) calendar days of the decision of the Executive Director.

2 The arbitrator shall have no authority or right granted hereunder to hear a grievance
3 filed outside of the time limits set forth in Steps 1 through 3 above. The decision of the
4 Arbitrator will be binding on both parties.
5

6
7 D. ATTENDANCE AT MEETINGS/HEARINGS

8 The Union Grievance Committee, grievant and Union witnesses (if Authority
9 employees) shall be paid by the Authority for all time lost in attending meetings/hearings with
10 the Authority at all Steps of the Grievance Procedure and for any time spent in an arbitration
11 or PERC proceeding. Authority employees who take part in aforesaid meetings/hearings on
12 their scheduled day off, shall receive compensatory time off on an hour for hour basis. Each
13 party will provide the other party with a witness list at least seventy-two (72) hours prior to
14 the hearing.
15

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17 E. EXTENSION OF TIME LIMITS

18 By mutual written agreement between the parties, an extension of the time limits set
19 forth in the Grievance Procedure can be agreed upon.
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1 ARTICLE 26

2 SALARIES

3 A. The parties agree that skill adjustment increases shall be granted as follows:

4 January 1, 2008 \$0.75/hour on each Step (\$2,067)

5 January 1, 2009 an additional \$0.75/hour on each Step (\$2,067)

6
7
8 B. Effective January 1, 2008, holiday pay shall be rolled-in to the base salary on each
9 Step.

10
11 C. The parties agree that in addition to the skill adjustments shown above and the roll-in
12 of holiday pay, compensation for employees hereunder shall be *increased* in the following
13 manner during the term of this Agreement:

14
15 January 1, 2008 3%

16 January 1, 2009 3%

17 January 1, 2010 3.5%

18 January 1, 2011 3.5%

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21 D. Salaries for employees hereunder for the term of this Agreement shall be provided in
22 Schedule "A" attached hereto and made a part hereof.

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E. LONGEVITY

All employees hired prior to July 31, 2003, shall receive annual longevity pay which shall be added to and included with their base salary for purposes of overtime and pension.

Such longevity pay shall be as follows and shall be effective on the employee's anniversary date and paid in the next pay check:

- Upon completion of five (5) years of service.....\$400.00 each year
- Upon completion of ten (10) years of service.....\$900.00 each year
- Upon completion of fifteen (15) years of service.....\$1400.00 each year
- Upon completion of twenty (20) years of service.....\$1900.00 each year
- Upon completion of twenty-five (25) years of service.....\$2400.00 each year
- Upon completion of every five (5) years of service after
25 years of service (30, 35, etc).....an additional \$500.00

Effective January 1, 2010 longevity pay shall be as follows:

- Upon completion of five (5) years of service.....\$450.00 each year
- Upon completion of ten (10) years of service.....\$1000.00 each year
- Upon completion of fifteen (15) years of service.....\$1550.00 each year
- Upon completion of twenty (20) years of service.....\$2100.00 each year
- Upon completion of twenty-five (25) years of service.....\$2650.00 each year
- Upon completion of every five (5) years of service after
25 years of service (30, 35, etc).....an additional \$550.00

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ARTICLE 27

HOURS AND OVERTIME

A. The Fire Department shall work an average of 53 hours in a week, or 106 hours per pay period.

The 24 hour shift shall commence at 0800 hours and continue through to 0800 hours the following day. The one (1) 10 hour shift per pay period shall commence at 0800 hours and end at 1800 hours of the same day.

A pay period shall contain four (4) 24 hour shifts and one (1) 10 hour shift.

B. For the purpose of accruing benefit time, a work day will consist of twelve (12) hours for all Fire Department personnel.

C. Overtime.

1. Employees will be paid overtime for all hours worked in excess of 106 hours in a two (2) week pay period at one and one-half times the employee's hourly rate for all such hours worked. The Employee shall have the option to take compensatory time at the same rate (one and one-half times) in lieu of overtime pay. Compensatory time may be accrued to a maximum of 240 hours.

2. Employees who accrue compensatory time within a twelve (12) month period and do not use this time, within a twelve month period shall be entitled to payment of unused compensatory time annually during the first pay in December.

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ARTICLE 28
HOURLY RATE OF PAY

The hourly rate of pay equals the annual salary divided by 2756 hours.

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ARTICLE 29

RECALL

A Fire Fighter who has been recalled to the station and or fire scene by a Senior Fire Officer shall receive a minimum of two (2) hours compensation at the overtime rate, paid on the regular pay day for that period. Any employee who is recalled and fails to respond shall not be entitled to such compensation.

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ARTICLE 30

SENIORITY LIST FOR OVERTIME

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4 A. Fire Fighters may be required from time to time to work over-time.
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7 B. An overtime list will be maintained by the Fire Chief and will be kept by seniority for
8 all overtime shifts. The seniority list will be monitored by the Union President for accuracy. A
9 current copy of the seniority list shall be provided to the Union President upon request.
10

11 C. Assignment to overtime will be at the Chief's and or the designee's direction.
12

13
14 D. When an overtime shift arises, the Fire Fighter at the top of the list will be given the
15 first opportunity to work. If that Fire Fighter is not available, the next Fire Fighter on the list
16 will be given the opportunity to work. This will continue until a Fire Fighter becomes
17 available to work. Once the shift has been assigned to a Fire Fighter, that Fire Fighter's name
18 will be moved to the bottom of the seniority list. In the event that no Fire Fighter elects to
19 work, the Fire Fighter who was at the top of the list and first elected not to work shall be
20 directed to work and must accept the assignment.
21

22
23 E. The work schedule of all members of the Fire Department shall be posted. Except for
24 instances when the Fire Chief is normally scheduled to work a fifty-three (53) hour schedule
25 and is scheduled to be on duty, the Authority Fire Chief shall not be considered when an
26 overtime shift occurs. The Fire Chief will not create irregular shifts for himself for the sole
27 purpose of depriving unit members from overtime hours. Nothing stated herein is intended to
28

1 preclude the Fire Chief from working more than the scheduled fifty-three (53) hour work
2 week if those hours relate to non-bargaining unit duties.

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ARTICLE 31

ADDITIONAL DUTIES

The Authority maintains the right to assign additional duties to Fire Fighters beyond the initial job description. The Authority agrees to negotiate compensation with respect to the additional responsibilities.

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ARTICLE 32

COMPENSATION AT RESIGNATION, DISMISSAL

RETIREMENT OR LAYOFF

An employee who resigns, is dismissed or is laid-off shall be compensated for all accumulated overtime, compensatory time, and vacation time which has been earned and accrued on a pro-rata basis during the current year at his/her current rate of pay. An employee who retires and is immediately eligible to receive pension benefits under the Police and Fire Fighters Retirement System (PFRS) and/or the Public Employees Retirement System (PERS) shall receive payment for all his/her unused sick leave at his/her then present hourly wage up to a maximum of \$17,500. Unused sick time earned will not be paid upon resignation, termination or layoff.

ARTICLE 33

BEREAVEMENT LEAVE

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4 A. The Authority shall grant reasonable time off for the employee when a death occurs in
5 his/her family.
6

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8 B. Immediate family shall consist of the following: Spouse, Children, Foster Children,
9 Step Children, Mother, Father, Brother, Sister, Grandparents, Mother-in-Law, Father-in-Law.
10

11 C. An employee shall be granted time off with pay equaling three (3) shifts. Two (2) 24
12 hour tours and one (1) 10 hour tour, in the event of death in the immediate family which shall
13 be limited to Spouse, Child, Foster Child, Stepchild, Parent, Stepmother, Stepfather, or any
14 other blood relative living under the same roof as the Employee.
15

16 Employee shall be granted time off with pay equaling two (2) shifts. Two (2) 24 hour
17 tours or one (1) 24 hour tour and one (1) 10 hour tour, in the event of death in the immediate
18 family which shall be limited to Mother-in-Law, Father-in-Law, Grandmother, Grandfather,
19 Grandchildren, Sister or Brother.
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22 D. In addition, necessary time off for travel purposes shall be granted upon request of the
23 employee when, in the Authority's judgment, such additional time is warranted.
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5. An employee who voluntarily seeks jury duty in any manner whatsoever shall not be eligible for payments from the Authority.

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ARTICLE 35

MILITARY LEAVE

The Authority shall grant military leave for any eligible employee in accordance with the provisions of the New Jersey Administrative Code. These provisions include, but are not limited to, leave of absence for:

1. Time of military service plus three (3) months after discharge in time of war or emergency;
2. Active duty or active duty for training for ninety (90) days during any one year for national guard or organized militia of New Jersey members;
3. Days of military field training for reserve unit members.

An employee must submit a written request for military leave to the Fire Chief and the Human Resources Manager with official military orders. An employee on active duty shall notify the Authority thirty (30) days before discharge from military service of his/her intent to return to work. An employee shall be reinstated by the Authority without loss of benefits, seniority or rank, if he/she reports for work within ninety (90) days of honorable discharge from military service.

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ARTICLE 36

FAMILY AND MEDICAL LEAVE

Family/Medical Leaves of Absences will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" and the "New Jersey Family Leave Act, N.J.F.L.A. and the regulations promulgated pursuant to those statutes; as well as the Family Leave Policy adopted by the South Jersey Transportation Authority. Under the provisions of these statutes, an employee is entitled to twelve (12) weeks of leave during a twelve (12) month period. Employees shall be entitled to leave for the employee's own serious health condition, or the need to care for a spouse, child or parent with a serious health condition. In addition, an employee may take leave to care for a parent, child or parent-in-law. The circumstances under which leave may be taken vary depending on the type of leave requested and the Authority will grant leave in accordance with the provisions of each statute, the regulations issued for each statute, and judicial decisions interpreting the requirements of each statute.

1 ARTICLE 37

2 CONTINUING EDUCATION

3
4 Fire Fighters may be granted, with the prior approval of the Fire Chief, leave with pay
5 for educational purposes to attend conferences, seminars, briefing sessions, or other functions
6 of a similar nature that are intended to improve, maintain or upgrade the individual's
7 certification, skill and professional ability, If attendance at any of the above events/meetings is
8 required by statute or regulation, Fire Fighters shall attend without loss of pay. It is understood
9 that the scheduling and attendance shall be coordinated with the Fire Chief.
10

11
12
13 B. A stipend of one hundred dollars (\$100.00) per calendar year shall be paid for each
14 Certification/Title obtained by employees hereunder up to a maximum payment of nine
15 hundred dollars (\$900.00) in each calendar year. The following Certification Titles will be
16 recognized:

- 17 (i) Inspector (vi) Infectious Disease Officer
18 (ii) Safety Inspector (vii) Investigator
19 (iii) Training Officer (viii) Confined Space
20 (iv) Hazardous Material Officer (ix) Incident Command
21 System (ICS-100)
22 (v) Weapons of Mass Destruction
23 Awareness

24 Payment shall be made at the first pay period in December of each year. Payment shall
25 be prorated in the event the employee does not possess the certification for the full calendar
26 year.

1 ARTICLE 38

2 SUPPLEMENTAL WORKERS' COMPENSATION PLAN

3
4 A. The Authority shall provide a Supplemental Workers' Compensation Plan. The
5 benefits under this Plan shall be payable for work absences due to occupationally incurred
6 injuries or illness, If the Employee's net pay exceeds the worker's compensation benefits to
7 him/her, then the Authority shall pay the difference between the net pay and the worker's
8 compensation, exclusive of any PFRS or PERS loan. The period of such payments shall be
9 based upon the Employee's length of permanent service with the Authority as indicated in the
10 following schedule:
11

12

| 13 LENGTH OF SERVICE CALENDAR YEAR | NUMBER OF WEEKS AT FULL PAY |
|---|---|
| 14 1 st year or fraction thereof | None |
| 15 2 nd and 3 rd year | 12 weeks at full pay if injury is incurred 16 while the employee is engaged in an active fire, 17 or is on an emergency call. |
| 18 4 th , 5 th , 6 th , 7 th , 8 th , 9 th year | 26 weeks at full pay |
| 19 10 th , 11 th , 12 th , 13 th , and 14 th year | 39 weeks at full pay |
| 20 15 th year and up | 52 weeks at full pay |

21

22
23 B. Such payments shall be made for the period during which worker's compensation
24 payments are allowed and made to the Employee, but for not longer than the payment
25 schedule as set forth above. In the event it is determined that the Employee's injury or illness
26 is not job related, then such payments made by the Authority shall be charged against accrued
27 sick leave or future sick leave in order to reimburse the Authority for the funds advanced.
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C. During such leave of absence, the Authority will maintain regular payments into medical and pension plans to ensure continued coverage for the employee and any dependents.

D. Seniority and vacation benefits shall be given for the time spent on such a leave of absence. Pension Credit shall also be given for all paid time.

E. An employee returning from an authorized occupational injury leave will be restored to his/her original job classification at the appropriate rate of pay with no loss of employees rights, privileges or benefits.

F. Benefits payable under this plan are separate and distinct from those described in the Temporary Disability Benefits Plan. Employees attending Worker's Compensation Court shall be paid for the day to a maximum of two (2) such days in a calendar year. An employee receiving an award from Worker's Compensation shall not be required to assign the award over to the Authority.

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ARTICLE 39

VACATION LEAVE

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A. Annual Vacation Leave with pay for all Fire Department employees shall be based on years of continued service from their original starting date with the Authority and or successor Authority. New employees shall receive twelve (12) hours per month for the first year of service. Employees shall earn vacation leave as follows:

- 1 to 7 completed years of service 144 hours vacation
- 8 to 10 completed years of service 192 hours vacation
- 11 to 15 completed years of service 240 hours vacation
- 16 to 19 completed years of service 300 hours vacation
- 20 to 25 completed years of service 336 hours vacation
- over 26 years completed service 360 hours vacation

B. Employees may carry up to one (1) year of vacation leave to the next calendar year as defined in Section 1. Any unused portion of the preceding years leave will be lost at the end of the calendar year.

C. Employees prevented as a result of denial of their vacation request from using their vacation days and unable to reschedule those days may "cash in" the unused portion of the time earned in that year. In such cases the Department Director shall approve the "cash in". Opportunities will only be available when a request for vacation was made more than one month in advance of the planned use.

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D. Vacation time is posted to each employees account on January 1st of each calendar year in anticipation of continued employment.

E. A vacation list shall be maintained by the Fire Officer in charge of pay roll. This list will be updated monthly and be placed in a highly visual space in the Fire Station. It will serve to avoid any conflicts that arise when there is more than one (1) request for the same dates.

Seniority shall prevail when there are two (2) or more requests for the same time period.

Vacation leave will be granted by seniority only if it is received and dated by the Fire Officer in charge of payroll prior to January 31st of that calendar year. for leave available up to the following January 31st.

Any requests made after January 31st of the year shall be granted on a first come first serve basis.

F. All requests shall be forwarded to the Fire Chief at least fifteen (15) days prior to the start of the leave. Failure to request vacation in a timely manner may result in denial of the request.

G. The management of the Fire Department may, at their discretion, waive the fifteen (15) day notification in the event of an emergency. Management may also deny any vacation request for a particular time due to the Department's manpower requirement.

H. If an employee leaves during the year, vacation time shall be prorated on a monthly basis for that year in accordance to Section A of this Article.

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ARTICLE 40
SICK LEAVE

A. Sick leave may be used for personal illness or injury, exposure to a contagious disease, and care for a seriously ill member of the employees' immediate family, death in the employees' immediate family and, by handicapped employees, for absences related to the acquisition or use of an aid for the handicapped individual when the aid is necessary to function on the job. (Reasonable proof may be required).

- B. The Fire Fighters earn sick leave as follows:
1. After the initial 90 days and up to the end of the first calendar year twelve (12) hours each month.
 2. At the beginning of each subsequent calendar year each employee will receive 180 hours of sick leave in anticipation of continual service for that calendar year.

C. Unused sick leave shall accumulate from year to year without limit. If an employee terminates his/her employment before the end of the calendar year, an adjustment shall be made in the employee's final paycheck for any sick leave used which he/she has not yet earned. An employee who retires and is immediately eligible to receive pension benefits under Police and Fire Fighters Retirement System (PFRS) and/or the Public Employees Retirement System (PERS), shall receive payment for his/her unused sick leave at his/her personal hourly

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wage up to a maximum of \$17,500. Unused sick time earned will not be paid upon resignation, termination or layoff.

D. On duty sickness, injury and or exposure to infectious diseases shall not be charged to the accumulative sick leave of the employee, but shall be considered occupational injury leave as defined by the Workers Compensation Law (29 CFR 1910.1030).

E. An employee may elect to "cash in" up to 120 hours of accumulated sick time each year if they have accumulated and will have at least 360 hours of sick time in their sick bank after the "cash in".

F. When appropriate the Fire Fighter agrees to submit a sick leave request form in advance to attend medical appointments or for scheduled hospitalization or out patient services. If a Fire Fighter is unable to report to work because of any injury or illness, he/she must speak directly to the on duty Supervisor within 30 minutes of his/her official start time. If unable to reach the on duty supervisor then a message must be left requesting the Supervisor to return call as soon as possible.

Upon return to work the employee should submit a sick leave request form and the employee may be required to submit an official proof of injury or illness, which must be signed by the attending physician, upon request. The Fire Fighter agrees to abide by these procedures or face possible denial of sick leave and or disciplinary action.

PLOTKIN ASSOCIATES
Specializing in Public Sector
Labor Relations
P.O. Box 100
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(609) 383-3838

ARTICLE 41

ADMINISTRATIVE LEAVE

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A. A Fire Fighter shall be granted thirty-six (36) hours administrative leave in a calendar year for personal business, including emergencies and religious observances.

An employee hired during the calendar year shall be granted six (6) hours of administrative leave for each full month of employment up to the maximum of thirty-six (36) hours for the remainder of the calendar year. Thereafter, administrative leave shall be credited at the beginning of each calendar year.

B. Administrative leave may be utilized in increments of one (1) hour. Administrative leave may be used in conjunction with other types of paid leave.

C. A request for administrative leave should be submitted at least fifteen (15) days in advance, except for a bona fide emergency, and such emergency leave must be approved by the Fire Chief or his assigned designee.

D. Administrative leave that is not used during the calendar year shall be forfeited. An employee who terminates employment with the Authority shall not be required to reimburse the Authority for Administrative leave previously used.

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ARTICLE 42

HOLIDAYS

A. The Authority recognizes fourteen holidays and are the official holidays of the Authority. These Holidays are as follows:

- | | |
|--------------------------------|--------------------------------|
| 1. New Years Day | 8. Labor Day |
| 2. Martin Luther King Birthday | 9. Columbus Day |
| 3. Lincoln's Birthday | 10. Veteran's Day |
| 4. President's Day | 11. Thanksgiving Day |
| 5. Good Friday | 12. Day after Thanksgiving Day |
| 6. Memorial Day | 13. Day before Christmas |
| 7. Independence Day | 14. Christmas Day |

Any additional holidays designated by the declaration of the Governor, the Authority, or adopted through legislation shall be treated as a holiday. Employees shall be compensated at their straight time rate of pay for each additional holiday except if actually working. Fire Fighters working any additional designated Holiday shall be compensated at a rate of time and one half regular pay. Any holidays eliminated by action of the Authority shall be cause for further negotiation. This shall not include alternate days off which may be granted by the Governor. In such event, the employee shall be compensated for the alternate day off by the granting of twelve (12) hours of compensatory time at straight time.

B. Fire Fighters working the actual Holiday and Fire Fighters working the State observed Holiday as stated in Section A above, shall be compensated at a rate of time and one half regular pay.

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It is recognized by the parties that Holiday Pay was rolled into the firefighters' base salaries effective January 1, 2008. Fire Fighters who are not required to work the actual Holiday or the State observed Holiday or additional designated holiday shall not receive any additional Holiday pay.

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ARTICLE 43

HEALTH BENEFITS

A. HEALTH/MEDICAL INSURANCE

The Authority agrees to provide the employee and his/her dependents with certain health care benefits. The benefits and coverage's effective January 15, 2009 shall be the same as those provided in the insurance plan in effect on January 15, 2009 for the New Jersey Turnpike Authority employees. Such benefits shall include but not be limited to the following:

- Hospitalization, Employee and Family Coverage
- Surgical, Employee and Family Coverage
- Medical Expense, Employee and Family Coverage
- Major Medical, Employee and Family Coverage

B. Dental - Employee and Family Coverage

The Authority shall provide a dental plan which shall provide for a \$2000 annual maximum based upon 100% of Basic Dental Care.

The Authority shall provide orthodontic coverage which shall provide for a \$2000 per person lifetime maximum based upon 50% of the orthodontic charges.

C. Prescription Drug - Employee and Family Coverage

The Authority shall provide a Prescription Drug Plan for employees and their dependents with the following co-pays:

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1. Pharmacy

- a. Tier 1 – (Generic brands).....\$3.00 co-pay
- b. Tier 2 – (Brand-Name drugs with no generic equivalent).....\$10.00 co-pay
- c. Tier 3 – (Brand-Name drugs with a Generic equivalent and drugs designated as non-preferred).....\$25.00 co-pay

2. Mail-Order

- a. Tier 1 – (Generic brands).....\$5.00 co-pay
- b. Tier 2 – (Brand-Name drugs with no generic equivalent).....\$15.00 co-pay
- c. Tier 3 – (Brand-Name drugs with a Generic equivalent and drugs designated as non-preferred).....\$40.00 co-pay

D. Vision/Eye Glass - Employee and Family Coverage

The Authority shall provide a vision plan that provides for 12 month lenses and 24 month frames and subject to the Authority's Vision/Eye Glass Plan spending limits.

The payments for benefits and services outlined in the Authority's Vision Care Plan shall be modified as follows:

1 SCHEDULE OF BENEFITS

2 CURRENT

3 Maximum Amount

4 Eye Examination \$80.00

5 Lenses (Pair) Single Vision 80.00

6 Bifocal 80.00

7 Trifocal 80.00

8 Lenticular 130.00

9 Contact Lenses 100.00

10 Frames 100.00

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14 E. Retirees

15 1. If a Fire Fighter is employed by the Authority or predecessor Authority for

16 twenty-five (25) years and retires, the Authority agrees to provide the retiree and his/her

17 family with the same cover-ages that are then in effect for current employees at the time of the

18 employee's retirement. In the event of death of any employee or retiree with ten (10) or more

19 years of service, the Authority health benefits program shall continue for the surviving spouse

20 and eligible dependents, at no cost to them for a period not to exceed ten (10) years. Coverage

21 shall terminate as set forth above or upon the remarriage of a deceased employee's spouse,

22 whichever occurs first.

23

24 2. The Authority requires that anyone who has retired and is eligible for Medicare

25 must enroll in the full Medicare program in order to be covered under the retiree group health

26 benefit plan. Employees must submit proof of enrollment in the full Medicare program and

27 employees will be reimbursed for the cost of the Medicare Part B premium.

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C. The Authority agrees to abide by the Consolidated Omnibus Budget Reconciliation Act (COBRA) for employees who retire or otherwise terminate employment and who elect to have benefits continue. The employee agrees to abide by the above stated Act to be eligible for continued coverage.

D. The Authority reserves the right to review and change the Health Benefit Coverages set forth above during this contract as long as the level of coverage provided is substantially equivalent to the current coverages.

E. Employee Contribution

Effective as of the date of the signing of this Agreement, employees shall contribute the following administrative fee for health benefits per year, to be paid in equal installments twice a month through payroll deduction:

- Effective as of the Signing of this Agreement (2009)....\$700 per year (prorated)
- Effective January 1, 2010.....\$800
- Effective January 1, 2011.....\$900

F. Waive-Out Option

1. Employees shall have the option of "waiving out" of the health insurance and prescription drug plans. Any employee exercising this option and showing that they have alternative health insurance coverage shall receive the following payments:

- Effective January 1, 2008.....50% of premiums
- Effective January 1, 2009.....40% of premiums

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Effective January 1, 2010.....35% of premiums

Effective January 1, 2011.....25% of premiums

2. In the event the Authority becomes self insured, the waive-out amounts will be based upon a flat dollar amount as follows:

Family Coverage.....\$3500 per year

Husband/Wife or Parent/Child Coverage.....\$2500 per year

Single.....\$1500 per year

3. It is agreed by the parties that employees not exercising their waive-out option at the time of the signing of this Agreement shall not be eligible to exercise the waive-out option subsequent to the date of the signing of this Agreement unless pending legislative action requires otherwise.

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ARTICLE 44

TEMPORARY DISABILITY BENEFITS

A. The Authority agrees to provide certain pay continuation benefits for any eligible employee who has exhausted their accumulated sick leave and is absent from work because of disability due to a non-occupational sickness or accident.

B. This benefit shall apply to all regular full-time Fire Department employees of the Authority who have completed at least six (6) months of continuous service and who have completed a five (5) scheduled work day waiting period without pay, unless hospitalized.

C. The benefit rate is seventy-five (75%) percent of the employees regular base wage or salary for up to a maximum of twenty-six (26) weeks.

D. The Temporary Disability Benefits provided for under this Article apply to permanent employees if they have completed at least twelve (12) months of continuous service and have accrued to their credit and remaining in his/her such leave bank at least ten (10) days of his/her accumulated Sick Leave Benefits.

E. Employees will not accrue additional seniority or paid time off benefits while on leave.

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ARTICLE 45

PENSION AND LIFE INSURANCE

The Authority agrees to provide pension benefits through the New Jersey Police and Fire Fighters Retirement System (PFRS) and/or the Public Employees Retirement System (PERS), which also provides life insurance coverage. Both, employee and the Authority contribute to this pension plan.

ARTICLE 46

EXTREME WEATHER

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A. Fire Fighters will not be required to perform non-emergency duties outdoors when elements are of extreme conditions. Extreme conditions represent temperatures equal to or below 0 degrees F. and equal to or above 95 degrees F. In addition, such duties will not be performed under conditions of rain, snow or extreme winds.

B. Further, indoor non-emergency duties will not be required when extreme temperature conditions are present and there is an absence of indoor controlled temperature (i.e. air conditioning and heating).

ARTICLE 47

RELIEF AT A FIRE

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A. It shall be the policy of the Authority Fire Department to try and provide relief at any alarm which exceeds one (1) hour and at any other alarm which because of its nature or because of extreme weather conditions dictates such relief. Relief period shall not exceed three (3) hours, except for normal sleeping hours, and is to be used for personal needs and to prepare equipment for response to subsequent alarms.

B. Rehabilitation of Fire Fighters at the scene of an emergency shall be given adequate time to rest and recoup from strenuous and exhausting efforts. This rehabilitation shall conform to the guidelines administered by the United States Fire Administration, and their guidebook on Rehabilitation at the Fire Scene.

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ARTICLE 48

WORKING CONDITIONS FOR FIRE FIGHTING

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A. The Authority agrees that an ambulance with trained medical personnel and life support equipment shall be present at the scene of all life and or injury threatening emergencies. This includes all mutual aid responses.

B. In the event of fire or emergency which requires Fire Fighters to work beyond their regular tour of duty, the Fire Chief or Officer in Charge will arrange for their relief, as soon as it is practical) or overtime and/or compensation time will be authorized for any time spent in excess of the Fire Fighters normal tour of duty.

C. Under emergency conditions, when fire fighting takes Fire Fighters past their meal time, the Officer in Charge will attempt to make arrangements for their meals, including beverage, to be brought to the field for the Fire Fighters.

D. Routine Fire Apparatus maintenance will be the responsibility of the Fire Fighters on duty with respect to normal upkeep. Normal upkeep shall be defined as; cleaning, fueling, tire inflation, checking fluids, minor lubrication, foam and water filling, and fire appliance maintenance.

E. The Authority agrees to cover injuries to or from recalls.

ARTICLE 49

STATION CONDITIONS, SANITATION AND UPKEEP

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4 A. The Authority agrees to supply and make available all materials required in the day-to-
5 day maintenance and upkeep of all fire houses occupied by Authority Fire Fighters.
6

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8 The Authority furthermore agrees to supply all items necessary to maintain satisfactory
9 sanitary conditions of all quarters within all firehouses. This is to include all janitorial
10 supplies.
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13 B. All major repairs to the Fire Station and grounds around them, including but not
14 limited to painting, plumbing, remodeling will be the responsibility of the Authority and or the
15 FAA.
16

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18 C. The Authority agrees to provide the Fire Fighters with normal and customary heating
19 and air conditioning in all sleeping spaces, office spaces, lounges, kitchens and bathroom.
20

21 D. The Authority agrees to furnish and maintain adequate living quarters for Fire Fighters
22 of the Authority, including, but not limited to, reasonable space for cooking of meals and
23 snacks, dining facilities, sleeping areas, toilets and bathing facilities. The furnishings for such
24 facilities, supplied and maintained by the Authority, shall include, but not be limited to; beds
25 with bedding, cooking stoves, dishwasher, refrigerators, dishes, utensils, clothing washer and
26 dryer, furniture and television.
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This is necessary because of the possibility of contamination of uniforms and turn out gear to infectious diseases. This is to protect Firefighter's families from possible contamination.

E. The Authority and the Union recognizes the need to maintain adequate living conditions in the fire station. To this end, the Union may make recommendations to the Fire Chief and Airport Management on desired facility improvements which will be given consideration by the Authority.

F. The Union agrees that all Fire Department members are responsible for the proper use and care of all housekeeping equipment and materials provided for their comfortable living while on duty, subject to normal wear and conditions beyond their control.

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ARTICLE 50

SUCCESSORS

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

PLOTKIN ASSOCIATES
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Labor Relations
P.O. Box 100
Lecton, NJ 08220-0100
(609) 383-3838

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ARTICLE 51

SEVERABILITY CLAUSE

If any provision of this Agreement, or the application of such 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.

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ARTICLE 52

FIRE FIGHTER SAFETY AND HEALTH

A. The Authority agrees to maintain the applicable standards of safety and health in the Fire Department in accordance with the standards promulgated by the National Firefighter Protection Association (NFPA) under Section 1500 and all applicable provisions of the Occupational Safety and Health Act (OSHA).

B. Upon the signing of this Agreement, the parties agree to form a Fire Fighter Safety and Health Committee to develop language regarding safety and health issues. This Committee shall be formed and shall hold its initial meeting within forty-five (45) days after the signing of this Agreement.

ARTICLE 53

DURATION OF AGREEMENT

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A. This Agreement shall be in full force and effect as of January 1, 2008, and shall remain in effect to and including December 31, 2011. Except as expressly provided for in this Agreement, all payments shall be retroactive to January 1, 2008.

B. The parties agree that negotiations for a successor agreement modifying, amending or altering the terms and provisions of this Agreement shall commence no later than one hundred and twenty (120) days prior to the date on which this collective bargaining Agreement is to expire. At least three (3) negotiation sessions must take place before either party can file for Interest Arbitration in accordance with the rules promulgated by the Public Employment Relations Commission (PERC). The terms of this Agreement and all practices shall remain in full force and effect until said successor agreement is reached.

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IN WITNESS WHEREOF, the South Jersey Transportation Authority and the International Association of Fire Fighters, Local S-18 have caused this Agreement to be executed under their hands and seals.

SOUTH JERSEY TRANSPORTATION AUTHORITY

By: *Paul M. ...*

Attest: By: *Susan Drake*
3/27/09

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL S-18

By: *Robert Snolli* President

Attest: By: *Clara D. Way* Secretary

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SCHEDULE "A"

Salary Guide for Employees

| | 1/1/08 (3%) | 1/1/09 (3%) | 1/1/10 (3.5%) | 1/1/11 (3.5%) |
|-------------|----------------|----------------|------------------|------------------|
| Asst. Chief | \$73,153 | \$77,477 | \$80,189 | \$82,995 |
| Year 6 | 63,690 | 67,730 | 70,101 | 72,555 |
| Year 5 | 60,057 | 63,998 | 66,227 | 68,545 |
| Year 4 | 57,649 | 61,507 | 63,660 | 65,888 |
| Year 3 | 55,240 | 59,026 | 61,092 | 63,230 |
| Year 2 | 52,833 | 56,547 | 58,526 | 60,574 |
| Year 1 | 47,973 | 51,541 | 53,345 | 55,212 |

win/word/Contracts/IAFF S-18.doc

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