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PREAMBLE

This Agreement is entered into this the _____, 2004, by and between **BOARD OF FIRE COMMISSIONERS FOR CHERRY HILL TOWNSHIP DISTRICT NO. 13** in the County of Camden, New Jersey, a municipal body of the State of New Jersey (hereinafter referred to as the "Board", and **CHERRY HILL PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL NO. 2663, AFL-CIO/CLC** (hereinafter referred to as the "Local").

PURPOSE

This Agreement is entered into with the Board to promote and ensure harmonious relations, cooperation, and understanding between the Board and its Local represented employees; to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and effectuated in the best interests of the residents of Fire District Number 13 and the Township of Cherry Hill, the Board of Fire Commissioners District Number 13 and its employees.

ARTICLE I

RECOGNITION

A. The Board, pursuant to Resolution 93-10-14, dated October 18, 1993, recognizes the Local as the representative for the purpose of collective negotiations for all employees covered in the aforementioned Resolution and more specifically, the **PAID FIREFIGHTERS, BATTALION CHIEFS AIDE, FIRE INSPECTOR/SPECIALIST, FIREFIGHTER/MECHANIC, and PUBLIC EDUCATION OFFICER** of Fire District 13, Cherry Hill, New Jersey.

B. Unless otherwise indicated, the terms "Firefighter, Member, Members, and Employee or Employees" when used in this Agreement, refer to all persons represented by the Union in the above defined negotiating unit.

C. This Agreement excludes Fire District Number 13 Fire Chief, Assistant Chief, Executive Assistant to the Fire Chief, recognized members of IAFF Local 3198 and EMS Personnel.

ARTICLE II

NON-DISCRIMINATION

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There shall be no discrimination by the Board or the Local against any employee because of race, color, creed, age, sex, national origin, marital status, membership or non-membership in the Local, and participation or the lack thereof in legal Local activities as permitted herein. The Board shall not discriminate against any employee because of political affiliation or activity, except as is consistent with State and Federal Laws.

ARTICLE III

LOCAL RIGHTS AND RESPONSIBILITIES

A. Authorized representatives of the Local, whose names shall be filed in writing with the Board, or their designee, shall be permitted to visit any fire facility within Cherry Hill Township without loss of pay for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Fire Chief, or such other individual designated by the Board in writing to perform such task, on condition that such prior approval shall not be unreasonably withheld. Only one (1) authorized Local representative shall be granted such permission. The Local representative shall not unreasonably interfere with the normal conduct of the work within the fire facility.

B. Official representatives of the Local will be granted administrative leave with pay in accordance with contract provisions covered in this agreement.

C. Up to a maximum of two (2) authorized Local Representatives shall be excused from their normal duties without loss of pay to participate in negotiations for the renewal of this Agreement or the execution of a new Agreement. Such representatives shall attend negotiations sessions, if on duty, in the appropriate uniform and be available for duty in the event the need arises.

D. The President, or in his/her absence, any designated member of the Local shall have the right while on duty without loss of pay to investigate and/or process grievances, and to attend

Local Union business functions within Cherry Hill upon direct application to the Fire Chief, or his designate.

E. Copies of disciplinary charges or other notices relating to disciplinary action shall be furnished to the Local upon written authorization to the Board by the employee. The Board shall maintain a file of written refusals by members to authorize the Board to forward such documents to the Local. Copies of all disciplinary charges or notices relating to disciplinary action shall be furnished to the President or Shop Steward of the Local against any member or non-member within 72 hours of the presentation of charges.

F. The Local will be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible insofar as possible for the adherence to the terms of this Agreement by such members, and the Local recognizes that the conditions set forth in this Article shall be subject to the mission of the Board.

G. Members of the Local shall be permitted to attend Local Meetings in their Local response district within Fire District 13 while on duty without loss of pay. Members shall remain available for immediate return to duty should the need arise. Prior approval for said attendance shall be granted by the member(s) on-duty shift commander, but may be reasonably denied.

H. The President, or designee, and the State delegate of the Local shall be granted administrative leave not to exceed an aggregate of ten (10) days per annum for attendance at State and/or

International meetings. The Local shall submit a written explanation for the purpose of attending said affairs upon request of the Board representatives.

I. The Shop Steward/Representative shall be present when it is felt by the Firefighter that he/she is being questioned for discipline or investigation purposes. No formal or informal discussions will take place with a supervisor until the Firefighters representative is present. A member of the local must witness this interview and will not constitute as representation of the member in question. In extreme cases only an interview will proceed without representation.

ARTICLE IV

MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority duties, and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, including, but not limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Board and its properties and facilities and the activities of its employees;

2. To hire all employees, and to the provisions of the law, to determine their qualifications for continued employment. Or assignment, and to promote and transfer employees;

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

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

ARTICLE V

LEAVE OF ABSENCE

A. Leave of absence without pay in the discretion of the Board may be granted for good cause to any employee who has been employed for a period of ninety (90) days, after the one (1) year probationary period. This leave of absence will be limited to one (1) year.

B. During a leave of absence, the Board will not be responsible to provide the employee with the benefits provided within Article XXI. However, if the employee wishes that coverage to be extended to him/her during that leave, the Board will provide said coverage. The fee for the coverage must be reimbursed by the employee prior to the Board being billed.

C. The time period during a leave of absence will not be credited towards that employees years of service.

ARTICLE VI

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Board's Departments and Agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

B. Neither the Local nor any person acting on its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employees duties of employment), work stoppage, slowdown, sickout, walkout, or other illegal job action against the Board.

C. The Local agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any such action by another employee or group of employees of the Board.

D. In the event of a strike, slowdown, work stoppage, sickout, or other activity aforementioned, it is agreed that participation in any such activity by any employee covered under the Agreement shall entitle the Board to take legal and statutory remedies.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for

injunction or damages, or both in the event of such breach by the Local or its members.

F. "Sick Out" shall be defined as the unexcused absence of forty (40%) percent or more of the members of the Bargaining Unit scheduled and assigned to work that day.

1. Upon the occurrence of a "sick out" as defined above, each member who has reported in sick shall be examined by a physician of his/her choice within 24 hours of the time reporting sick and such member shall submit a report from said physician indicating the nature of the employee's illness and recommendations therefore. Said report is to be delivered to the Chief of Fire District 13 within 24 hours of the time of his/her examination by his/her physician. The Chief shall have the option to request the employee be examined by a physician of the Chief's choice with the cost to be borne by the Board.

2. A determination of whether such employee is of sufficient good health to carry out his/her assigned duties shall be made by the Chief of Fire District 13 taking into account said physician's report and recommendations. A determination that such employee is not of sufficient good health to carry out his/her assigned duties shall be an excused absence.

3. In the event that the Chief of District 13 determines that the employee was in sufficient good health to carry out his/her assigned duties, said employee shall be subject to disciplinary action upon to dismissal. Procedures as outlined in the District's Rules and Regulation Manual shall govern except that

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the Board's decision may be appealed to Binding Arbitration. Said appeal must be filed within ten (10) working days of the Board's decision. The Arbitrator shall be chosen in accordance with the rules of the Public Employees Relation Commission. The costs shall be borne equally between the Board and the appealing party.

ARTICLE VII

GRIEVANCE PROCEDURE

A. PURPOSE

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

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department staff.

3. Nothing herein shall be deemed to deny the employees of their statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny employees of their rights to pursue any other statutory or legal remedies in lieu of resort to the Grievance Procedure.

B. DEFINITION

The term grievance as used herein means any controversy arising over the interpretation, application or alleged violation of policies, Agreements and administrative decisions affecting the terms and conditions of employment, and shall be raised by an employee, the Local on behalf of an individual or a group of employees, or the Board.

C. STEPS OF THE GRIEVANCE

In order to resolve grievances covered by this Agreement between the parties, this procedure shall be followed unless any step is waived by mutual consent.

1. STEP ONE.

a. An aggrieved employee or the Local on behalf of any aggrieved employee or employees or the Board shall institute action under the provisions hereof within thirty (30) days of the occurrence of the grievance and an earnest effort shall be made to settle the difference between the aggrieved employee and his/her immediate supervisor, for the purposes of resolving the matter informally. Failure to act within said thirty (30) days shall be deemed to constitute an abandonment of the grievance. If a resolution of the grievance has not been reached within five (5) days of the informal discussion, the grievance may proceed to STEP TWO.

2. STEP TWO.

a. In the event a satisfactory settlement has not been reached at STEP ONE, the grievant may within ten (10) days of the immediate supervisor's decision, file his/her written grievance with the Chief of District 13. The written grievance at this Step shall contain the relevant facts and the summary of the preceding oral discussion, the applicable section of the Agreement violated, and the remedy requested by the grievant.

b. The Chief of Fire District 13 shall review the matter and submit a determination in writing within ten (10) days of receipt of the grievance.

3. STEP THREE.

a. In the event a satisfactory settlement has not been reached at STEP TWO, the grievant may within five (5) days of the Chief's decision, file his/her written grievance with the Board of

Fire Commissioners. Referral of grievance at this Step shall contain and include copies of all documents previously submitted by and between the parties.

b. The Board of Fire Commissioners shall review the decision of the Chief and within ten (10) days from the receipt of the grievance make a written determination.

4. STEP FOUR.

a. In the event the grievance has not been resolved at STEP THREE, the Local may within ten (10) working days of the Board's decision, request arbitration. The arbitrator shall be chosen in accordance with the Rules of PERC.

b. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Board. In the event the aggrieved elects to pursue other remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The Local shall pay whatever costs it may have incurred in processing the case to arbitration.

c. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, subtract from, or otherwise modify this Agreement (or any amendment or supplement thereto) or render any decision in conflict with this Agreement. In formulating his/her decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable.

d. The costs for the services of the arbitrator shall be borne equally by the Local and the Board, unless the Local elects to withdraw, in which case and fees of the PERC shall be paid by the Local. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring the same.

e. The arbitrator shall set forth his/her findings of fact and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing, unless agreed to otherwise by the parties. The decision of the arbitrator shall be final and binding.

5. No response at any step in this procedure by the Board or its agents shall be deemed to be a negative response. Upon the termination of the applicable time limits the grievant may proceed to the next step.

6. Group grievances which shall be defined as those affecting "substantially" all of the members of the Local shall be filed by the Local and by the Local only at STEP THREE.

7. Time limits may be extended by the parties by written mutual agreement.

ARTICLE VIII

COMPENSATION

A. Effective January 1, 2005 Firefighter Salaries will follow Appendix A.

1. Effective January 1, 2005 there will be a four and one quarter (4.25%) increase across the board per step and rank for employees covered by this Agreement. The wage scale is as reflected in Appendix A annexed hereto.

B. Effective January 1, 2006 there will be a four and one quarter (4.25%) percent increase across the board per step and rank for employees covered by this Agreement. The wage scale is as reflected in Appendix A annexed hereto.

C. Effective January 1, 2007 there will be an additional four and one half (4.5%) percent increase across the board per step and rank for employees covered by this Agreement. The wage scale is as reflected in Appendix A annexed hereto.

D. Effective January 1, 2008, there will be an additional four and one half (4.5%) percent increase across the board per step and rank for employees covered by this Agreement. The wage scale is as reflected in Appendix A annexed hereto.

E. Each member of the bargaining unit who has completed five (5) full years of continuous service, excluding one (1) year probationary period, shall receive longevity pay as follows:

Longevity Scale 2001- 2004

beginning 72 months-108 months inclusive	7.0% of annual base;
beginning 10 - 14 years inclusive	7.5% of annual base;
beginning 15 - 19 years inclusive	8.0% of annual base;
beginning 20 - 24 years inclusive	8.5% of annual base;
beginning 25 - until retirement	9.0 % of annual base.

Such longevity pay shall begin on the employee's anniversary date (beginning 72 months of Cherry Hill Fire Department service) up to their retirement or separation. Longevity pay shall be paid in regular pay periods as stated in Section F. The longevity scale is as reflected in Appendix B annexed hereto.

F. Under normal circumstances, payroll will be distributed every other week at 1500 hours on Thursdays. Overtime and Actor's pay will be paid every other week with regular pay.

ARTICLE IX

SICK LEAVE

A. 53 HOUR EMPLOYEES

1. Paid sick leave shall be earned at the rate of 168 hours per year subsequent to January 1, 2001

2. Sick leave is defined as a temporary inability to perform one's duties by reason of personal or immediate family injury, illness or disease.

3. In utilizing sick leave for non-service connected injury, illness, or disease, the sick time earned in the year in which the employee is injured or ill shall be used first. After the current year's sick leave is exhausted, non-service connected illness or injury shall be charged against sick time earned prior to January 1, 1994 starting with the oldest hours.

4. For all employees, unused sick leave shall accumulate without limitation from year to year of employment.

B. 40 HOUR EMPLOYEES

1. Paid sick leave shall be earned at a rate of 100 hours per year subsequent to January 1, 2001.

2. Sick Leave is defined as a temporary inability to perform one's duties by reason of personal injury, illness or disease.

3. In utilizing sick leave for non-service connected injury, illness or disease, the sick time earned in the year in which the employee is injured or ill shall be used first. After the current year's sick leave is exhausted, non-service connected

illness or injury shall be charged against the employee's sick time bank.

4. For all employees, unused sick leave shall accumulate without limitation from year to year of employment.

C. PAYMENT FOR ACCUMULATED SICK LEAVE

Group I - Employees Hired Prior to January 1, 1983

1. Sick Leave accumulated up to December 31, 2000 shall be capped for the purpose of paid reimbursement at retirement. Payment for those hours remaining in this bank will be made at the 2000 rate of pay. Employees will have the opportunity to replenish their compensable sick time bank if the total amount of hours falls below the maximum allowable cap. However, the numbers of hours to receive compensation at retirement can never exceed the maximum allowable cap.

Group II - Employees Hired Prior to January 1, 1985

1. Sick Leave accumulated up to December 31, 2004 shall be capped for the purpose of paid reimbursement at retirement. Payment for those hours remaining in this bank will be made at the 2000 rate of pay. Employees will have the opportunity to replenish their compensable sick time bank if the total amount of hours falls below the maximum allowable cap. However, the numbers of hours to receive compensation at retirement can never exceed the maximum allowable cap.

2. Each member in this group is entitled to accumulate a maximum of forty-eight hundred (4800) hours for 53-hour employees or a maximum of sixteen-hundred (1600) hours for 40-hour employees.

Group III - Employees Hired After January 1, 1985

1. Sick Leave accumulated up to December 31, 2004 shall be capped for the purpose of paid reimbursement at retirement. Payment for those hours remaining in this bank will be made at the 2000 rate of pay. Employees will have the opportunity to replenish their compensable sick time bank if the total amount of hours falls below the maximum allowable cap. However, the numbers of hours to receive compensation at retirement can never exceed the maximum allowable cap.

2. Each member in this group is entitled to accumulate a maximum of twenty-four hundred (2400) hours for 53-hour employees, or a maximum of eight hundred (800) hours for 40-hour employees.

Group IV - Employees Hired After January 1, 1987

Each member in this group (Refer to Appendix F) sick time bank shall be capped at December 31, 2000 and will be reimbursed at the 2000 rate of pay at retirement. These employees are covered in the union agreement dated January 1, 1997 through December 31, 2000.

D. SICK BANK REPLENISHMENT

Employees will have the opportunity to replenish their compensable sick time bank if the total amount of hours falls below the allowable cap. However, the numbers of hour's accumulated can never exceed the allowable cap.

E. SICK INCENTIVE PLAN

1. Tier I - Members who utilize less than the after mentioned amounts of sick leave will be entitled to the following

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sick incentive on an annual basis. This incentive will run in conjunction with annual leave January to December and will be paid in the next pay period after January 30th of each year.

2. For purposes of this incentive utilizing a portion of a day will constitute a sick day.

53-Hour Members	"0" days -	\$1,000
	"1" day -	\$750
	"2" days -	\$500
40-Hour Members	"0" days -	\$1,000
	"2" day -	\$750
	"4" days -	\$500

3. Tier II - Any employee who did not utilize any sick leave in the proceeding calendar year will be eligible for the Tier II incentive pay. However, once an employee utilizes any sick leave in a succeeding calendar year they will only be eligible to receive Tier I incentive pay.

53-Hour Members	"0" days -	\$1,250
	"1" day -	\$1,000
	"2" days -	\$750
40-Hour Members	"0" days -	\$1,250
	"2" day -	\$1,000
	"4" days -	\$750

4. Tier III - Any member who has not used any sick time for a period of 60 months retroactive to the inception (01/01/01) of the incentive program will receive a one thousand dollar (\$1,000.00) bonus.

F. LEAVE FOR FAMILY MEMBERS

1. Members may use sick leave to care for family members if they have major surgery or a critical illness requiring hospitalization.

2. Notification of this event must be made through channels, with as much notice as is reasonably possible.

3. Family members covered under this provision are the members; spouse, child or parents.

4. All family leave will follow Federal (FMLA) and State (FLA) Laws, which provisions are covered in the Department's Policy Directive on FMLA.

5. The Department hereby incorporates all of the terms of its Family and Medical Leave Policy.

G. CHILD BIRTH

Male members of the bargaining unit are entitled to use 40 hours for 8/10 hour employee shifts or 72 hours for 24 hour employee shift for the birth of a child. This will include those tours from the day of delivery forward. Any work days within this period will come from the members sick leave.

2. Female members of the bargaining unit are entitled to five (5) days Maternity Leave. This will include those tours from the day of delivery forward. This leave is independent of the members sick leave.

H. LIGHT DUTY ASSIGNMENT

1. Any Local member, who has sustained an injury or contracted an illness which medically precludes his/her regular

performance as a Fire Fighter, may at the discretion of the Fire Chief or his designate, be assigned to light duty detail with the approval of the fire surgeon and employee=s treating physician.

2. Local members injured in the line of duty may be ordered to report for a light duty assignment once approved by the treating fire surgeon.

3. Local members with non-duty related injuries who are off on injury leave for 90 calendar days may be ordered to report for a light duty assignment once approved by the treating fire surgeon. If there is a dispute between the two physicians a mutually acceptable third physician will be utilized. The cost of the third physician will be borne equally by both parties.

4. Local members with non-duty related injuries may ask in advance for a light duty assignment to save accumulated sick leave. Authorization by the Fire Chief will be based on availability and must be approved by the treating fire surgeon and employee=s treating physician.

5. The placement of a Local member on light duty assignment shall not be counted as part of a fire suppression company for purposes of minimum staffing. The Board understands and agrees that the highest degree of efficiency is achieved by assigning at least four (4) fire fighters to each fire suppression company, which minimum staffing standard shall be followed whenever possible, and the placement of an injured or ill fire fighter on light duty shall not count towards satisfying such standard.

DOCTOR'S CERTIFICATE

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I. Firefighters shall be required to furnish a doctor's certificate to substantiate requests for approval of sick leave, when sick leave exceeds three (3) consecutive work days for 40 hour work week employee or exceeds two (2) consecutive work days for 53 hour a work week employee.

ARTICLE X

COLLEGE INCENTIVE PROGRAM

A. Each employee who enters The College Incentive Program pledges to achieve an Associates Degree in Fire Science, Fire Administration or a related field of study in Fire Protection as designated by an institution of high learning or the Fire Chief as being within their fire science degree program. Each employee shall give written notice to the Assistant Fire Chief of their intention to enter into the college incentive program.

All employees currently receiving College Incentive Payment (under Article X) prior to January 1, 1997, will continue to receive such payments for the duration of this Contract. The names of said employees are listed in Appendix D.

B. Each employee shall be compensated at the rate of One (\$1.00) Dollar per month for each successfully completed credit earned at an accredited institution of higher learning provided the courses studied had the prior approval of the Board.

C. Upon presentation of proof of successful completion through institutional records, payments shall be added to the salary in the first pay period of November of each year.

D. In the event an employee does not earn any additional credits for three (3) consecutive semesters, all payments hereunder shall cease. The employee may reinstate himself in the program but credits earned prior to his/her reinstatement shall not be compensated until the attainment of the Associates Degree. The employee may make application to the Fire Chief for relief from the

provisions of this Section.

E. Credits earned prior to appointment to the department shall not be compensated for until the attainment of the next highest degree, either Associates or Bachelor's or Master's. However, any Firefighter that possesses an Associates or Bachelors or Master's Degree, prior to appointment, as defined in Section A of this Article, will be compensated for the Degree as defined in Section C of this Article.

F. An employee may either choose the incentive program as described in Sections A through E of this Article or be compensated for the tuition and book cost of said courses, upon presentation of proof of satisfactory completion through institutional records.

G. The highest level of compensation under this program shall be those credits up to and including the Master's Degree.

ARTICLE XI

EXCHANGES OF HOURS OF DUTY

A. The request for exchange of hours of duty by an employee with another employee may be granted by the Fire Chief or his designee, provided such request has been made through channels and is in conformance with the needs of the District.

B. In volunteering to exercise the provisions of this Article, no employee shall work more than two (2) shifts and the provisions of Article XII shall not apply to the second shift unless the employee is ordered to work hours in excess of his/her shift, in which case Article XII shall be applicable to those excess hours. Such exchange of duty hours shall not be authorized should same create an overtime situation.

C. No employee shall exceed a maximum of twelve (12) hours between his/her assigned consecutive or twenty-four (24) hour tour of duty.

D. Exchange of hours of duty by an employee with another employee will be limited during each 27-day cycle as follows:

24-hour employee	-	48 total hours
8 or 10-hour employee	-	30 total hours

Employees enrolled in the College Incentive Program can request additional hours for exchange with another employee provided such request is made in writing to the Assistant Fire Chief. This may be permitted during the semester with appropriate documentation.

ARTICLE XII

HOURS AND OVERTIME

A. 53 HOUR EMPLOYEES

1. Each employee will be scheduled to work three (3) twenty-four (24) hour tours of duty within a nine (9) day work cycle. It is mutually agreed that the schedule of work day assignments shall provide each employee with the following pattern of duty tours: One (1) twenty-four hour tour of duty; followed by one (1) twenty-four (24) hour day off period; followed by a second twenty-four (24) hour tour of duty; followed by a second twenty-four (24) hour day off period; followed by a third twenty-four (24) hour tour of duty; followed by four (4) twenty-four hour days off period. It is mutually understood that the Fair Labor Standards Act requires employers to pay overtime compensation to employees in fire suppression service when more than two hundred four (204) hours are worked within a twenty-seven day work period. To avoid such overtime mandate, the parties further agree that the Fire Chief or his designee will schedule an employee to a tour of duty of less than twenty-four hours (twelve 12) within any such twenty-seven (27) day work period. Employees will continue to receive weekly pay computed without reference to the actual hours worked under this schedule arrangement, and the weekly pay shall be computed on a yearly average basis with increment only for overtime. Meal and break time are included within the twenty-four (24) hour tour of duty.

2. Employees required to work more than seventy-two (72) hours within a nine (9) day work cycle or required to work more than twenty-four (24) hours within a forty-eight (48) hour

time span or required to work on any day inconsistent with the duty pattern referenced in Paragraph No. 1 supra, shall be afforded the option to receive either premium pay or compensatory time as compensation therefore, which election shall exclusively be made by the employee, computed at a rate of time and one-half (1/2) for each hour worked. Notification of said decision is to be made at the time of occurrence. Premium pay or compensatory time owing to the employee hereunder shall be computed by reference to the hourly rate computed on a standard forty (40) hour work week.

3. Employees may be recalled to duty and shall be compensated for such recall by either premium pay or compensatory time computed at a rate of time and one half (1/2) which election shall exclusively be made by the employee. Employees shall be paid a minimum of two (2) hours, regardless of actual time recalled to duty. Firefighters will be listed by Department seniority by Platoon. Fire Officers will be listed by seniority in Grade by Platoon. A list of all Officers with their permanent rank and appointment date will be promulgated by the Board.

4. Compensatory time earned must be utilized on or before the end of the calendar year in which it is earned. If any employee has any compensatory time accumulated at the end of the year, he or she shall be paid for such time at his or her rate of pay the last pay period in the year.

5. An employee shall be entitled to utilize earned and/or accumulated compensatory time at any date(s) of his or her election with the approval of the Fire Chief, or such other

individuals designated by the Board in writing to perform such task, which approval shall not be unreasonably withheld. An employee who elects to receive premium pay in lieu of compensatory time shall receive such pay within the pay period the overtime occurred or the following pay period.

6. All compensatory time earned and (grand fathered by District 13) prior to January 1, 1994 shall be utilized by the employee, with the consent of the Fire Chief or his designate during the life of the Agreement. At no time shall the Fire District be liable to compensate the employee monetarily for said grand fathered compensatory time unless the Fire Chief cannot or does not grant the employee his/her grand fathered compensatory time off during the life of this Agreement.

7. An employee shall receive no overtime compensation for the first fourteen (14) minutes of overtime per week. Upon attaining fifteen (15) minutes of authorized overtime in a week, the employee shall be compensated for all overtime worked that week. Overtime compensation shall be compensated in fifteen (15) minute intervals thereafter.

8. Fire Prevention/Specialists, the Public Education Officer and Safety Officers will earn five (5) hours of compensatory time per month for stand by time.

9. Back up Safety Officers will compile their coverage hours and once they accumulate 118 hours they will receive five (5) hours of compensatory time.

10. All Line Firefighters and Fire Officers will be

awarded overtime for hours worked prior to the start of their shift. This will be considered an "early in" period. An "early in" is not to exceed two (2) hours. Any time that will be in excess of two (2) hours will follow normal overtime call back procedures. Members assigned to the Staff assignments will be paid overtime for an "early in" for the actual hours worked prior to their assigned shift.

11. Officers Coverage.

a. The Fire Department will staff each shift with a minimum of four (4) permanent officers per shift. The four (4) permanent officers will include the Battalion Chief and/or Acting Battalion Chief. Battalion Chiefs may detail Officers to ensure equal Officer coverage in both Battalions. If overtime is required to fulfill the three Officer quota slots, a permanent Officer will be hired to fill the Officer vacancy.

Company Officer Coverage

b. In addition to the staffing rule of four (4) Officers on duty: When an Officer vacancy occurs or exists and overtime call back must be utilized to staff that company, then an Officer will be called in on overtime to fill that Officer vacancy.

Shift Commander/Battalion Chief Coverage.

c. When a Battalion Chief position is vacated for a short term sick leave or I.O.D. not to exceed two consecutive shifts by a permanent Battalion Chief or Acting Battalion Chief, a permanent Battalion Chief will be called in for over time to fill

that vacancy.

d. Officers who are recalled as Shift Commanders/Acting Shift Commanders during "All Hands" callback will be paid a minimum of four (4) hours regardless of actual time recalled to duty.

12. Daylight Savings Time.

a. It is agreed that no adjustment to employees time records will be made as a result of time extended in the Fall, nor will an adjustment be made to time lessened in the Spring, as a result of changes in the clock.

B. 40 HOUR EMPLOYEES

1. The regular duty schedule will provide a basic work week of forty (40) hours. Where the schedule involves regular shifts other than eight (8) or ten (10) hours the general schedule will provide offsets to ensure the maintenance of the forty (40) hour base work week during the course of the year. Meal and break time are included within the eight (8) or ten (10) hour shift.

2. The "40 Hour Employees" are also subject to the 27 day work period under the Fair Labor Standards Act. However, "40 Hour Employees" who work in excess of their regular shift (as defined in Paragraph 1 above), with the approval or request of their supervisor, shall be afforded the option to receive either premium pay or compensatory time as compensation, which election shall be made by the employee, computed at a rate of time and one half (12)). Notification of said decision is to be made at the time of occurrence.

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3. Paragraphs 3 to 12 as defined in Section A above also apply to these employees.

ARTICLE XIII

SAFETY CLAUSE

A. Safety Committee

1. The Chief will establish a safety committee for the benefit of the health and welfare of all fire personnel. This committee will include one (1) member of each of the union's representing career employees. The appointed members will be mutually agreed upon by the Chief and each Union President. The appointment will be concurrent with the term of each Union President.

2. This Committee will discuss all matters relating to safety, as well as, the purchase of fire apparatus, specifications for firefighting turnout gear and uniforms, and the purchase of firefighting and emergency medical equipment. All recommendations from the Union representatives must be copied/approved by each Union President.

B. Safe Staffing

1. Staffed Companies: There will be a minimum of six (6) companies of employees utilized for fire suppression/rescue/emergency medical services working as a member of an assigned fire suppression unit on three Platoons (each Platoon having a respective group of each Company) on a twenty four (24) hour rotating basis. Each Company will be managed by at least (1) Captain/Station Commander and two (2) supervisors either Lieutenants and/or Captains who are each assigned to a different group.

2. Platoon Staffing: There will be three (3) Platoons (each Platoon having a respective group of each company) of fire suppression personnel staffed on a twenty-four hour rotating basis. Each Platoon will be managed by at least one permanently assigned Shift Commander/Battalion Chief.

3. Group: Each apparatus staffed must have a minimum of four employees assigned to its respective group. The breakdown of the individual group will be a minimum of three (3) line firefighters and one (1) fire officer.

4. Safety Officer: There will be at least two permanent full-time safety/training officers assigned to the First Suppression Division. The personnel assigned to the Training Division will also serve as the Departments On-Scene Safety Officers. When these members are not available they will be replaced by Officers scheduled in their absence. If no Officer is available the Incident Commander will appoint a Safety Officer on scene as needed. This will not preclude the Department from instituting another system that provides a Safety Officer on emergency scenes.

5. Fire Investigator(s): In addition to the existence of the Fire Prevention Bureau, at least one (1) fire investigator will be available to cover each Platoon on a twenty four (24) hour basis.

6. Call Back Personnel (Major Incident): In addition to the personnel aforementioned in items B. 1 through 5 in this Article, the Chief Fire Marshal or the Assistant Fire Marshal, and

at least one Permanent/Acting Battalion Chief will be recalled to duty for a major incident.

7. Motor Maintenance Personnel: Whenever the Shift Commander, Assistant Fire Chief or the Chief deems it necessary to make emergency repairs to apparatus/equipment, at least one personnel permanently assigned to the Motor Maintenance Division will be recalled to duty.

8. Battalion Chiefs, Captains and/or Lieutenants shall be eligible to act as Back-Up Safety Officer providing they meet the designated training requirements.

ARTICLE XIV

HOLIDAYS

A. 53 HOUR EMPLOYEES

1. All employees will be granted for 2005, 2006, 2007, 2008, Two Hundred Forty (240) un-designated holiday hours for each year respectively, to be used at the employees discretion.

2. Any shift change by management will not effect any approved holiday time.

B. 40 HOUR EMPLOYEES

1. All employee's will be granted for 2005, 2006, 2007, 2008, one hundred twenty-eight (128) hours for each year respectively un-designated holiday hours (taken based on the amount of hours an employee works in a day, i.e., 8 or 10 hours), to be used at the employee's discretion.

2. Paragraph 2 as defined above in Section A also applies to these employees.

C. PERSONAL TIME OFF CLAUSE

1. All holiday hours will be consolidated with vacation hours and be labeled personal time. Personal time can be used at the employees discretion in its entirety during the calendar year or on a use or lose basis. The employee can carry up to fifty (50) percent of personal time to the next year and that must be used by September 1 of the succeeding year.

D. Holidays will be pro rata.

E. Personal Time Off Exception Clause will allow employees to be granted time off even though another staffed member has been

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granted leave for the following reasons: Training, Bereavement, On-Duty Injury/Extended Illness, Military, Administrative, Personal Development Leave, and/or Jury Duty.

ARTICLE XV

VACATION

A. 53 HOUR EMPLOYEE

1. Each employee shall be entitled to annual vacation leave with pay in accordance with the following schedule based upon the employees anniversary date:

a. During the first calendar year of employment an employee shall be entitled to three (3) twenty-four (24) hour tours of duty (72 hours) (Pro Rata).

b. From the beginning of the second calendar year of employment through and including the fifth calendar year of employment, the employee shall be entitled to six (6) twenty-four (24 hour) tours of duty (144 hours).

c. From the beginning of the sixth calendar year of employment through and including the tenth calendar year of employment, the employee shall be entitled to nine (9) twenty-four (24 hour) tours of duty (216 hours).

d. From the beginning of the eleventh calendar year of employment through and including the fifteenth calendar year of employment, the employee shall be entitled to twelve (12) twenty-four (24 hour) tours of duty (288 hours).

e. From the beginning of the sixteenth calendar year of employment through the end of employment, the employee shall be entitled to fifteen (15) twenty-four (24 hour) tours of duty (360 hours).

f. All vacation hours will be consolidated with

emergency holiday time and labeled personal time. Personal time can be used, at the employees discretion, in its entirety during the calendar year or on a use or lose basis. The employee can carry up to fifty (50) percent of personal time to the next year and that must be used by September 1, of the succeeding year. Leave shall be granted in conjunction with Department staffing and leave guidelines.

2. Annual vacation leave schedule shall be prepared by the supervisor in accordance with the provisions of this Article by seniority by using the vacation log. This vacation log will be circulated three (3) times, starting October 1st of each year, enabling each firefighter to secure one (1) vacation slot per circulation. The vacation log shall be completed by December 10th of the preceding year. A vacation period will consist of three (3) consecutive twenty-four (24) hour tours of duty including the succeeding scheduled days off for a total of nine (9) consecutive days off.

3. Any shift change by management will not effect any approved vacation time.

4. If Sections A and/or B in Article XII should change, this Article shall be renegotiated.

5. Any employee may elect to forfeit an approved vacation period no later than one (1) week prior to the first day of the scheduled vacation period. The Company Supervisor will offer the forfeited vacation period to other Company members by seniority. If the vacation period is not secured in its entirety,

it will be made available as unapproved time off.

B. 40 HOUR EMPLOYEES

1. Each employee shall be entitled to annual vacation leave in accordance with the following schedule:

a. During the first calendar year of employment an employee shall be entitled to forty (40) hours of vacation leave (taken based on the amount of hours an employee works in a day, i.e. 8 or 10 hours) (pro rata).

b. From the beginning of the second calendar year of employment through and including the fifth calendar year of employment, the employee shall be entitled to eighty (80) hours of vacation leave (taken based on the amount of hours an employee works in a day, i.e. 8 or 10 hours) (pro rata).

c. From the beginning of the sixth calendar year of employment through and including the tenth calendar year of employment, the employee shall be entitled to one hundred twenty (120) hours of vacation leave (taken based on the amount of hours an employee works in a day, i.e. 8 or 10 hours) (pro rata).

d. From the beginning of the eleventh calendar year of employment through and including the fifteenth calendar year of employment, the employee shall be entitled to one hundred sixty (160) hours of vacation leave (taken based on the amount of hours an employee works in a day, i.e. 8 or 10 hours) (pro rata).

e. From the beginning of the sixteenth calendar year of employment through the end of employment, the employee shall be entitled to two hundred (200) hours of vacation leave

(taken based on the amount of hours an employee works in a day, i.e. 8 or 10 hours).

f. All vacation hours will be consolidated with holiday time and labeled personal time. Personal time can be used, at the employees discretion, in its entirety during the calendar year or on a use or lose basis. The employee can carry up to fifty (50) percent of personal time to the next year and that must be used by September 1, of the succeeding year. Leave shall be granted in conjunction with Department staffing and leave guidelines.

2. A vacation leave schedule shall be prepared by the Supervisor in accordance with the provisions of this Article by seniority by using the vacation log. This vacation log will be circulated three times, starting November 1st of each year, enabling each firefighter to secure one (1) vacation slot per circulation. The vacation log shall be completed by December 20th of the preceding year. A vacation period will consist of four (4) ten (10) hour tours of duty plus the three (3) succeeding days off for a total of seven (7) consecutive days off or a period of five (5) eight (8) hour tours of duty plus the two (2) succeeding days off for a total of seven (7) consecutive days off.

3. Any shift change by management will not effect any approved vacation time.

4. If Sections A and/or B in Article XII should change, this Article shall be renegotiated.

5. Any employee may elect to forfeit an approved

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vacation period no later than one (1) week prior to the first day of the scheduled vacation period. The Company Supervisor will offer the forfeited vacation period to other Company members by seniority. If the vacation period is not secured in its entirety, it will be made available as unapproved time off.

6. Personal Time Off Exception Clause will allow employees to be granted time off even though another staffed member has been granted leave for the following reasons: Training, Bereavement, On-Duty Injury/Extended Illness, Military, Administrative, Personal Development Leave, and/or Jury Duty.

ARTICLE XVI

SEPARATION, DEATH & RETIREMENT

A. Employees shall retain all pension rights as Firefighters under New Jersey and Cherry Hill Township Municipal Ordinances.

B. Employees retiring either after twenty (20) years of service pursuant to N.J.S.A. 43:16A-11.1 or having attained the age of sixty-five (65) pursuant to N.J.S.A. 43:16A-5 Chapter 428, Public Law of 1999 formerly Assembly Bill #2428 or as a result of a disability pension, whether work connected or not, shall be paid for all accumulated holidays, vacation and other compensatory time as provided in this Agreement. Said payments shall be computed at the rate of pay at the time of his or her retirement based upon the base annual compensation. Employees retiring shall also be entitled payment of sick leave accumulated computed in accordance with Section C(1) and (2) or Section F of Article IX. An employee retiring will also be entitled to the provisions specified in Article XXI, Section D (1, 2 & 3).

C. Employees intending to retire other than disability pension shall accordingly notify the board by November of the previous year in which said retirement is to become effective. Failure of an employee to provide timely notice of retirement shall permit the Board to defer all or part of the receive payments hereunder into the next succeeding budget year

D. In the event of an employee's death, his/her estate or legal representative shall be paid for all accumulated holiday, vacation, sick leave days, or other compensatory time as provided

in this Agreement. Payments shall be made at the employee's rate of pay at the time of his/her death. The estate or legal representative shall also be entitled to payment of sick leave accumulated by the decedent computed in accordance with Section C (1) and (2) or Section F of Article IX.

E. In the event of an employee's separation from service for any reason not set forth in Sections B or D above, all accumulated vacation, holidays, and other compensatory time shall be paid at the then rate of pay to the employee, except that no payments shall be made for accumulated sick leave. Separation shall be defined as a permanent cessation of employment but shall not be deemed to include temporary leaves of absence, vacations, layoffs or other temporary leaves.

F. For benefits payable in the then current year in all cases of separation, death while not in the line of duty or retirement, all vacation, holidays, sick leave days and other compensatory time shall be pro rated as of the first of the month if the resignation, death or retirement is effective prior to the fifteenth (15th) day of the month and as of the last day of the month if the death, resignation or retirement is effective after the fifteenth (15) of the month. Benefits shall be pro rated on the calendar year from January 1 through December 31.

G. For benefits payable in the then current year in all cases where the employee died while in the line of duty, all vacation, holidays, sick leave days and other compensatory time which would have accrued for the entire calendar year of the

employee's death shall be payable to the employee's estate or legal representative.

H. Upon retirement from the Board after completion of twenty (20) years of service, medical insurance coverage shall be provided for the retiree and his/her spouse or widow up to age sixty-five (65), providing those eligible annually certify that they have no other medical coverage.

1. The maximum cost to the Board under this provision shall not exceed fifty percent (50%) of the total cost for coverage or up to a maximum of nine thousand (\$9,000.00) dollars per retiree and spouse and family per year.

2. This provision shall only apply to employees in the service of the Board as of January 1, 1994 and thereafter. This is also to include employees by former Districts 1, 2, 3, 4, and 5 in 1993.

3. This coverage shall include medical/surgical/dental and prescription provided by the Board and in effect at this time and will include coverage for dependent children. The Board will assume 50% of the total cost for coverage not to exceed nine thousand (\$9,000.00) dollars. The reimbursement payment plan for the retirees will be dedicated by the Board which will be equitable for all retirees.

I. Retirement Entitlements

- Badge & Dress Uniform
- Hospitalization/Medical/Health Insurance/Prescription Coverage

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- Firefighting Leather Helmet

ARTICLE XVII

SERVICE RECORDS

A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the Board, or their designee.

B. Upon advance notice and at reasonable times, any members of the Department may review his/her personnel file. However, this appointment for review must be made through the immediate supervisor and/or Fire Chief.

C. Whenever a written complaint concerning an employee or his/her actions is to be placed in his/her file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his/her file.

D. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed there from except as provided within the Disciplinary Policy. Removal of any material from a personnel file by any employee shall subject that employee to appropriate disciplinary action.

E. Maintenance of the personnel files shall be in accordance with the Archive Laws of the State of New Jersey.

F. MEDICAL RECORDS

1. All employees' medical records will be segregated from all other records and secured in a locked cabinet at the Fire Administration Building.

ARTICLE XVIII

BULLETIN BOARD

A. The Board shall provide one (1) bulletin board for the posting of notices relating to matters and official business of all fire organizations.

B. The bulletin board may be utilized by the Local for the purpose of posting Local announcements and other relevant information.

C. The Chief, or his designee, may have removed from the bulletin board any irrelevant material after notice to the Local.

ARTICLE XIX

BEREAVEMENT LEAVE

A. In the event of a death in the employee's immediate family, leave with pay shall be granted from the day of death up to and including the day after interment, not to exceed three (3) twenty-four (24) hour tours of duty, four (4) ten (10) hour tours of duty, or five (5) eight (8) hour tours of duty.

The immediate family shall include parents, stepparents, parents-in-law, spouse, children, brothers, sisters, grandparents, brother-in-law, sister-in-law, and other relatives residing in the employee's home.

B. One day Bereavement leave will be granted to attend a viewing and/or funeral for the grandparents-in-law.

C. Proof of death may be required at the Board's discretion.

ARTICLE XX

TRAVEL EXPENSES

Employees shall be reimbursed at the current rate used by the Federal Government per mile for all approved travel expense while using a personal vehicle and shall be reimbursed for all other travel expenses in connection with their official duties.

ARTICLE XXI

HOSPITALIZATION AND MEDICAL BENEFITS

A. All hospital and medical benefits provided to employees and their families by the Board will be AmeriHealth POS Plus 20. Under the current agreement the office visits co-pay shall be as follows:

POS Plus - Board will reimburse member anything over \$10.00 for all co-pays that are \$20.00 or greater upon verification of visit and will pay promptly to member at quarterly schedules. In addition, the Board will reimburse the employees one hundred percent (100%) for payments for routine gynecological exams, allergy testing/treatment, MRI's and X-Rays. Any co-pay that was previously no expense to the member will be fully reimbursed back to the member. Any co-pay that is more than \$20.00 will be reimbursed to the member less than the agreed upon co-pay of \$10.00. (I.E. An Emergency Room visits is a \$100.00 co-pay, \$70.00 reimbursed back to the member).

B. The Board shall provide prescription coverage to employees and their families, for a five dollar (\$5.00) co-pay on generic drugs and a ten dollar (\$10.00) co-pay on name brand drugs.

The Board will also offer a mail order program. There is no co-payment on the premium cost for the mail order program.

C. The Board shall provide employees covered by this Agreement, and their families under the New Jersey Dental Services Plan on the following basis:

1. Annual Deductible - \$25.00

2. Previous & Diagnostics - 100%
3. Remaining basic benefits - 80%
4. Crowns, Inlays & Gold - 50%
5. Prosthodontia Benefits - 50%
6. Orthodontics - 50% up to a lifetime maximum of \$1,500.00 per individual.

D. Upon retirement from the Board after completion of twenty (20) years of service, medical insurance coverage shall be provided for the retiree and his/her spouse or widow up to age sixty-five (65), providing those eligible annually certify that they have no other medical coverage.

1. The maximum cost to the Board under this provision shall not exceed fifty percent (50%) of the total cost for coverage or up to a maximum of Nine Thousand (9,000.00) Dollars per retiree and spouse and family per year.

2. This provision shall only apply to employees in the service of the Board as of January 1, 1994 and thereafter. This is also to include employees employed by former Districts 1, 2, 3, 4, and 5 in 1993.

3. This coverage shall include medical/surgical/dental and prescription provided by the Board and in effect at this time and will include coverage for dependent children. The Board will assume either fifty percent (50%) of the total cost for coverage not to exceed nine thousand (\$9,000.00) dollars. The reimbursement payment plan for the retirees will be dedicated by the Board which will be equitable for all retirees.

E. The board will continue to pay premium costs for medical/surgical dental and prescription plans coverage for the spouse and/or dependent children to age nineteen (19) of any firefighter killed while in the performance of his/her duties, these payments shall continue provided:

1. The spouse of such deceased firefighter does not remarry;

2. The spouse of such deceased firefighter does not obtain medical insurance/benefit coverage from an employer or any other source;

3. The spouse does not qualify for medical insurance/benefit coverage as may be provided by a State or the Federal Government, including, but not limited to Social Security, Medicare or Medicaid.

F. The Board will provide an optical program to the Employee and his or her family, at a cost of Three Hundred Dollars (\$300.00) per year per family. The Employee will submit a valid receipt to the Board for reimbursement. This program will cover all optically related expenses not presently covered by existing insurance.

G. Changes in coverage or carrier

1. The Board shall not have the right to change any term, condition and/or benefit of insurance coverage during the terms of this Agreement without first obtaining the Local's approval.

2. The Board shall have the right to change insurance carriers so long as equal to or better benefits of coverage are

provided. However, such change cannot be implemented without prior notice to and discussion with the Local.

H. HEALTH INSURANCE WAIVER

Any employee may choose to waive the medical health care package offered by Cherry Hill Fire District #13, and thereby shall receive cash compensation in lieu of enrollment in the health care plan commensurate with the type of contract for which employee would otherwise be eligible, as follows:

Single	-	\$2,000.00
Parent/Child	-	\$3,000.00
Husband /Wife	-	\$3,600.00
Family	-	\$5,000.00

Such compensation shall be paid in equal quarterly installments.

I. RETIREMENT ENTITLEMENTS

Badge

Helmet

Dress Uniform

Hospitalization/Medical/Health Insurance/Prescription Coverage

ARTICLE XXII

MILITARY LEAVE

The Board and the Local agree to adhere to the provisions of

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the State/Federal law in this respect.

Members who serve in the National Guard or Reserves should make timely notification with copies of their orders for military service to the Fire Chief.

ARTICLE XXIII

GRANTING LEAVE REQUESTS RIGHTS

A. WRITTEN REQUESTS

1. All requests for personal time off by an employee will be made in writing on the approved form promulgated by the District Fire Chief. All requests must be made to an employee's immediate supervisor with at least forty-six hours notice. The Battalion Chief or his designee may waive the forty-six hours notice for personal emergencies.

2. All leave with the exception of approved vacation periods will be subjected to a limit of sixty days advance notice.

B. FORFEITING APPROVED LEAVE

1. Members are permitted to forfeit any approved leave without restriction with the exception of an approved vacation period. Forfeiting an approved vacation period is subject to the restrictive provisions set forth in Article XV, Sections A.5 and B.5.

C. PERSONAL TIME OFF CLAUSE

All Emergency hours will be consolidated with holiday and vacation time with the label of personal time. Personal time can be used, at the employees discretion, in its entirety during the calendar year or on a use or lose basis. The employee can accrue up to fifty (50) percent of personal time to be used by September 1 of the succeeding year.

D. PERSONAL TIME OFF EXCEPTION CLAUSE

1. Personal Time Off Exception Clause will allow

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employees to be granted time off even though another staffed member has been granted leave for the following reasons: Training, Bereavement, Injury/Illness, Military and/or Jury Duty/Court Appearance.

E. Any member requesting a Personal Day Off on a day in which there is mandatory Training may do so with the approval of the members immediate Supervisor. The requesting member will be charged with 21 hours of personal time off with the remaining 3 hours personal time off used during the members make-up of the mandatory Training. If the member fails to make-up the mandatory Training, the member will be charged with the remaining 3 hours of personal time off. Additionally, when a member fails to make up the mandatory monthly Training the member will be subjected to the disciplinary code set forth in Policy Directive 1301.

ARTICLE XXIV

COMMUNICABLE / INFECTIOUS DISEASE

A. The Fire Chief shall maintain a separate file to be known as the "Communicable Disease File" in which members responding to fire-rescue alarms in which contact and/or working in close proximity to victims and their body fluids shall be the members responsibility to notify the officer in charge and initial the completed C.D.F. form. If an employee is diagnosed with the AIDS/HIV, HEPATITIS or any other communicable disease this form shall validate the boards responsibility to compensate the said employee under the terms of the Injury Leave Article.

B. Vaccines that are available as of this date and in the future shall be offered to all employees at the Boards expense. No employee shall be expected to perform any medical assistance until such vaccines have been offered.

ARTICLE XXV

STATUTORY AND LEGAL RIGHTS

A. Nothing contained herein shall be construed to deny or restrict the District or the employees from the exercise of its or their rights under R.S. 34:13A, R.S. 40, 40A or any other National, State, County or Local Laws or ordinances pertaining to the employees and district covered by this Agreement.

B. JURY DUTY

The employee will be excused from employment with no loss of pay to participate as a juror.

C. COURT APPEARANCE

Any Court appearance or deposition where a member is directed to appear as a Representative or Employee of the Fire Department must be paid overtime when the appearance occurs during off-duty hours.

ARTICLE XXVI

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by court or other tribunal of competent jurisdiction following the valid adoption of this Agreement, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

B. The parties hereto may amend, modify, delete, expand and/or expound any provision of this Agreement at any time by mutual consent provided such changes shall be in writing and signed by both parties.

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ARTICLE XXVII

SUPERSEDING CLAUSE

This Agreement supersedes any and all other Agreements, ordinances, and/or resolutions dealing with working conditions and terms and conditions of employment which are inconsistent with the terms of this Agreement.

ARTICLE XXVIII

MAINTENANCE OF BENEFITS

Except as this Agreement shall otherwise provide, all terms conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any firefighter benefit existing prior to its effective date.

ARTICLE XXIX

FULLY BARGAINED PROVISIONS

This Agreement incorporates the entire understanding of the parties in all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter unless otherwise herein specifically provided for whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

ARTICLE XXX

CLOTHING ALLOWANCE

A. The Board of Fire Commissioners shall provide any newly appointed employee with all necessary uniforms to report for duty.

As there are seasonal variations for uniform of the day, the time of the year will dictate that which is issued initially.

B. The Board will provide and issue full protective clothing to all employees. While the Fire Chief is responsible for the specifications of all protective clothing, any such clothing must meet or exceed all current or newly adopted standards for safety and performance.

C. The care and maintenance of all protective clothing issued shall be the responsibility of the employee. Protective clothing will be inspected periodically for any excessive signs of wear or deficiencies. Any protective clothing, which constitutes a hazard, through wear or damage, shall be reported to the supervisor via chain of command. Once reported, a replacement will be issued and the damaged article will be replaced or repaired in an expeditious manner.

D. All station wear will meet or exceed current or newly adopted safety standards. Articles, which cannot be worn, because they are either a safety hazard or in poor physical condition, will be replaced in an expeditious manner.

E. All firefighters shall participate in the District's Quarter Master Uniform System as described in Appendix C.

F. Members are prohibited from wearing station wear off duty.

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G. Refer to Clothing Allowance List - Appendix "C" Board will credit member up to \$170.00 for boots under the "Quartermaster System".

ARTICLE XXXI

RESOLUTIONS AND POLICIES

The provisions of all resolutions and written directives of the Board and/or the District Chief promulgated since January 1, 1994 relating to terms and conditions of employees covered by this Agreement and not set forth in this Agreement shall remain in effect during this Agreement.

ARTICLE XXXII

DUES AND AGENCY SHOP

A. The Board agrees to deduct from the salaries of its employees, subject to this Agreement, dues and fees for the Union.

Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended. The Board will submit to the Local all fees deducted quarterly, immediately following the Board's monthly meeting.

B. A checkoff shall commence for such employee who signs a properly dated authorization card, supplied by the Union and verified by the Fire Commissioners, during the month following the filing of such card with the Board.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the board written notice thirty (30) days prior to the effective date of such change and shall furnish to the Board either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union advising of such changed deduction.

D. The Union will provide necessary "checkoff authorization" forms, and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Board.

E. Any such written authorization may be withdrawn at any time by the filing of such withdrawal in the Board. The filing of Notice of withdrawal shall be in accordance with N.J.S.A. 52:14-9(e), as amended.

F. The Board agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representatives.

G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

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

I. The sum representing the fair share fee shall not reflect the cost of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy in goals in collective negotiations and contract administration, and secure for the employees it represents in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Board.

J. Prior to January 1st and July 31st of each year, the Union, if there is a change in the cost of membership, shall provide advance written notice to the Board and any non-member of

such increase. Upon written request, any information necessary to compute or validate the fair share fee for services enumerated above will be forwarded to the Board or Employee requesting same.

K. The union shall establish and maintain a procedure whereby any Employee can challenge the assessment as computed by the Union.

This appeal procedure shall in no way involve the Board or require the Board to take any action other than to hold the fee in escrow pending resolutions of the appeal.

L. The Union shall indemnify, defend and save the Board 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 Board in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Board, 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.

ARTICLE XXXIII

APPENDICES AND ADDENDA

A. During the life of this Agreement, salary and longevity levels shall apply in accordance with the schedules attached hereto in Appendix A and B.

B. All appendices hereto (addressing salary, longevity scales, college incentive and station uniforms/quartermaster system) and addendum agreements (executed in accordance with Section B of Article XXVI) shall constitute the corpus of this Agreement as though such were fully set forth at length herein.

ARTICLE XXXIV

INJURY LEAVE

A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year.* In the event injury leave is granted, an employee=s accumulated sick leave shall not be reduced for the period of injury leave. In the event an employee is granted said injury leave, the Board=s sole obligation shall be to pay the employee the difference between his/her regular pay and any compensation, disability, or other payments received from other sources provided by the Board. At the Board=s option, the employee shall pay the difference. Any payments above workers compensation made by the Board will be reimbursed by the employee at their retirement. The employee shall surrender any unused sick leave to satisfy the reimbursement. If the total amount of sick leave does not satisfy the total debt, then the employee=s unused vacation leave shall be used toward the debt. When both options of unused sick leave and/or vacation leave are exhausted, the employee shall not be responsible for the remaining balance of his or her debt. *After expiration of one (1) year period the employee has the option of utilizing his/her unused sick time.

2. If an employee returns to work from injury leave for less than one (1) year, he may return to injury leave for the same

injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.

3. When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

B. When an employee requests injury leave, he or she shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work-related and the employee is entitled to injury leave is initially made by the Board's Workman's Compensation carrier, with the final determination, if necessary, to be made by the Workman's compensation Board or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charge against his or her accumulated sick time and, if necessary, against any other accumulated leave time. If the employee does not have enough time off, he or she shall be advanced sick time to cover the absence. If the employee leaves the employ of the Board prior to reimbursing the Board for such advanced time, the employee shall be required to reimburse the Board for such advanced time.

C. Any employee who is injured, whether slight or severe, while working, must make an injury report to the Fire Chief or the Officer in Charge, prior to the end of the employee's shift, or, if that is not medically possible, as soon thereafter as is possible.

D. It is understood that the employee must file an injury report with the Fire Chief or Officer in Charge so that the Board may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

E. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Board may reasonably require the employee to present such certificate from time to time.

F. If the Board does not accept the certificate of the physician designated by the insurance carrier, the board shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Board.

G. If the employee does not accept the certificate of the physician designated by the insurance carrier, the employee shall have the right, at his/her own cost, to obtain a physical examination and certification of fitness by his/her own physician.

H. In the event the Board appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated unless the employee disputes the determination of the Board appointed physician. Then the Board and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Board and the employee. The determination of the third physician as to the employee's fitness to return to

duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

I. If the employee's physician disputes the determination of the insurance carrier's physician, injury leave benefits shall continue and the procedures outlined in Section G above shall be utilized to resolve the dispute through a mutually agreed upon third physician.

J. If the Board can prove an employee has abused his/her privileges under this Article, the employee will be subject to disciplinary action by the Board. If the employee is found to be in violation of this Article, he shall be subject to disciplinary action by the Board.

ARTICLE XXXV

RETROACTIVE PAY

It is understood and agreed by all parties to this Agreement that provisions in regard to salary and pay scales referred to in Article VIII of this Agreement will be retroactive to January 1, 2005.

ARTICLE XXXVI

PROMOTIONS

A. When the Board determines to create a promotional position(s), a notice will be posted, with a copy provided to the Local, advising of the nature of the position and the qualifications required therefore.

B. All promotional appointments shall be made in accordance with N.J.S.A. 40A - Fire District Statutes.

C. Due notice will be given regarding all promotional examinations (90 days). In addition the following will be made available:

Title of the position

Qualifications

Form of Testing

Ranking Criteria

D. Newly promoted Officers will relinquish conflicting PTO and Vacation Time within new assignments with the exception of pre-arranged travel.

ARTICLE XXXVII

EMS WORK

EMT/CIM

A. The primary job function of Employees currently employed in Cherry Hill Fire District Number 13 as of January 1, 1994 will be fire suppression and fire prevention.

B. Employees will be at a minimum, trained in Crash Injury Management (CIM).

C. Employees who maintain Emergency Medical Technician (EMT) certification, will be compensated for a total of Seven Hundred and Fifty Dollars (\$750.00) annually. This compensation shall be payable the first pay period in December. If E.M.T. certification expires, firefighters who are C.I.M. certified, shall not be compensated any additional monies.

D. Initial certification and recertification expenses shall be paid by the Fire District. The District shall make every attempt to provide departmental training for recertification purposes.

E. In the future if it is discovered that engaging into EMT work precludes the firefighters from binding interest arbitration the EMT work shall cease.

F. In the future if it is discovered that engaging into EMT work precludes the firefighters from participation in the Police & Fireman's pension system, the EMT work shall cease.

ARTICLE XXXVIII

ACTING OUT OF TITLE

A. The Fire District agrees to maintain, whenever possible, a company officer for every piece of apparatus staffed by members of this bargaining unit. Where companies have no officer assigned, or absent from duty (i.e. vacation, personal, holiday, illness or training) the Fire District will assign members of either bargaining unit to act as company officers. These members will be qualified firefighters and shall do so on a rotating basis. The parties agree to consult regarding the establishment of a new procedure for determining acting and promotional eligibility. The parties agree to complete this process by January 31, 2005. The parties recognize that this completion date may be extended only by mutual consent.

B. In the event that a Firefighter is to act in such a higher capacity as aforesaid, he/she is to receive pay commensurate with the next higher rank, beginning with the first day and thereafter.

C. In the absence of the Fire Marshal, the Assistant Fire Marshal will act in his/her capacity without actor's pay. However, if the Fire Marshal is absent for an extended period of time (greater than nineteen (19) continuous days), then the Assistant Fire Marshall will be paid Actor's pay.

D. The Assistant Training Officer will follow the same provisions outlined in C above.

ARTICLE XXXIX

PHYSICAL FITNESS PERIOD

A. The Board shall permit their employees to engage in a physical fitness period for a period of sixty (60) minutes for each twenty-four (24) hour tour of duty.

B. The Board shall permit their employees to engage in a physical fitness period for a period of sixty (60) minutes for each eight (8) or ten (10) hour tour of duty.

C. The employees shall be permitted to utilize the Gym equipment in any facility designated by the Chief, conferring with this Union.

ARTICLE XL

DRUG AND ALCOHOL POLICY

A. EDUCATION:

The Cherry Hill Fire District #13 shall implement and continue to use an educational program which addresses all current substance abuse related issues. This educational program shall be scheduled at sufficient intervals to ensure that not only are the goals of the negotiated policy met, but that all Union members are familiar with the issues, problems and current trends of thought concerning contemporary substance abuse.

B. STANDARD FOR TESTING:

The Fire Chief or his designee based upon individualized and articular suspicion may require that a member submit to substance screening by urinalysis which shall be administered by a competent testing laboratory. Such testing laboratory is to be a member of the National Institute for Drug Abuse. "Individualized and articular suspicion" is a belief based upon objective and identifiable facts sufficient to lead a prudent member to suspect that an employee is using, in possession or control of, or is under the influence of drugs or alcohol while on duty; and such conclusion cannot be imputed to any employee merely because of his/her association with another employee who is believed to be in use, possession or control of, or under the influence of drugs or alcohol while on duty. Examples include, but are not limited to the following:

1. Direct observation of drug/alcohol use while on

duty.

2. Member found to be in possession of alcohol/drugs while on duty;

3. Spontaneously unusual, abnormal, erratic, or unacceptable behavior, or behavior which otherwise indicates that the member is under the influence of an intoxicating substance (e.g., the presence of bloodshot eyes, glassy eyes, slurred speech, lack of coordination, or other indications of intoxication or substance abuse);

4. Documented pattern of unusual, erratic or unacceptable behavior;

5. A major on-duty accident with or without injuries; and

6. Reporting for work unfit for duty.

C. RANDOM DRUG TESTING:

The Cherry Hill Fire District #13 shall not administer random drug and/or alcohol testing, which term is defined as compulsory testing prompted for reasons other than individualized and articular suspicion discussed above, except in the following instances:

1. A drug/alcohol test shall be conducted as a component of pre-employment physical. The presence of illegal drugs shall constitute a basis for the applicant to be bypassed.

2. Probationary firefighters, defined as not having a full year of seniority, shall be subject to testing at any time during their probationary period. A confirmed positive test result

may be grounds for termination.

3. Applicants seeking reinstatement to the Department, after resignation or termination, shall be subject to testing as a condition of re-employment.

4. Permanent firefighters on leave of absence for thirty (30) days or more may be tested upon his/her return to duty. This provision excludes those members whose placement on leave of absence was prompted by illness or injury not otherwise associated to alcohol and/or drug abuse.

5. A Union member may also be testing as part of a random testing program instituted as a result of prior drug and/or alcohol related disciplinary proceedings for a period not to exceed one (1) year.

D. MASS DRUG TESTING:

The Cherry Hill Fire District #13 shall not administer mass drug and/or alcohol testing, which term is defined as compulsory testing of all Department members or all members within an identified job classification/title/rank, without affording the Union thirty (30) days advance notice which shall be in writing effective the date received by the Union. Such testing must be administered in context with comprehensive physical examinations given to all Department members. Mass testing for drug and/or alcohol abuse alone shall not be permitted.

1. Members promoted to the next higher rank will submit and pass a drug screen prior to being promoted.

E. PROCEDURE.

1. **GENERAL PROVISIONS.** It is the responsibility of all Department officers to see that all members under their direct command are fit for duty. If at any time they develop an individualized and articular suspicion that someone in their command is under the influence of drugs and/or alcohol, he/she shall:

a. Temporarily relieve (with pay) the suspected individual of all duties pending the outcome of further investigation.

b. Immediately contact the next higher rank and inform him/her of his/her actions and suspicions. That rank shall respond to the location of the suspected individual and begin her/her own evaluation.

c. If at the end of the second evaluation it is determined that an individualized and articular suspicion exists, or if either office is not in agreement with the other, the Assistant Chief shall be notified and he shall continue the investigation. If the suspected individual is an officer and the battalion and assistant chiefs cannot agree, the Chief of Department shall make a determination. In any case, two (2) chief offices must agree that an individualized and articular suspicion exists in order for a member to be tested.

d. The Chief of Department, or his designee in his absence, shall be notified prior to any testing of the suspected individual. If he cannot be reached, the authority rests with the

Assistant Chief.

e. After all steps outlined above have been satisfied, the suspected individual shall be transported to the Medical Facility as designated by the Fire District for testing.

f. That member shall be relieved from duty (with pay) for the remainder of the work day. He/she shall call someone to come pick him/her up at the conclusion of the test.

g. If member tests positive he shall not be paid for the work day.

h. All officers involved in the decision making process aforesaid, whether they concurred or dissented from the conclusion that an individual exhibited individualized and articular suspicion warranting drug and/or alcohol testing, shall write the specific facts, observed symptoms, and/or other bases which prompted their respective conclusions.

i. If the results of the test are negative, no record of this incident shall be made a part of the member=s file or used as evidence of a prior incident, if that members tests positive at a later date. The same applies if two chief officers cannot agree that an individualized and articular suspicion exists and no test is given.

2. EMPLOYEE ASSISTANCE PROGRAM. The Department, working in cooperation with the Union, shall maintain an Employee Assistance Program (hereinafter "E.A.P.") which is for the benefit of all members. Voluntary participation, which is participation because a member believes he/she may benefit by attending programs

of the E.A.P., is confidential and is at the option of the member. The Assistant Fire Chief shall act as a liaison for the Department personnel in conjunction with the E.A.P.

3. POSITIVE TEST RESULTS: The following defines the procedure and consequences to be followed by the Fire District when articular suspicion is concluded warranting drug and/or alcohol testing.

a. Testing Procedure at the Medical Facility as designated by the Fire District. The member, having met the conditions of individualized and articular suspicion, shall be transported to them Medical Facility designated by the Fire District for testing. There, someone from the medical staff shall direct the employee in providing a urine sample, and this staff representative shall be responsible for insuring chain of custody involving the provided sample. A member may, and should, as that a second sample be given and stored in case he/she wishes to appeal the finding the first test. A screening test shall be conducted to determine the presence of drugs and/or alcohol. If such test is positive, a confirmation test shall be performed to identify the exact test results. The member may, at his/her own expense, request the second sample be sent to an independent laboratory for testing. The results of that test shall be his/her basis for appealing the results of the first test. The member shall have complete and sole discretion as to the selection of the second/independent laboratory provided, however, same is a member of the National Institute for Drug Abuse. The results of the

member=s second/independent test shall be provided to both the member and the Department. No unconfirmed positive tests, or records pertaining to same, shall be released or retained by the laboratory.

b. Consequences of Positive Test Results. Should the test results prove positive, and the member has never attended (either on a voluntary or involuntary basis) an in-patient drug rehabilitation program, the member shall be afforded opportunity to enroll in a Department approved program. Should the member successfully complete the in-patient rehabilitative program offered, he/she shall be returned to full duty and regular assignment. The member shall, however be referred to the E.A.P. coordinator, for a period not exceeding one (1) year, and comply with such directives as may reasonably be prescribed by the E.A.P. coordinator. During this one-year period following release from the in-patient rehabilitation program, the member shall be subject to periodic and unannounced testing. If after successfully completing an in-patient rehabilitative program and the member again tests positive for drugs/alcohol, he/she shall be deemed as being beyond rehabilitation posing a threat to the health and safety of other Departmental members. The Union recognizes that, consistent with judicial and administrative decision, the individual may be terminated from service with the Department by the Fire District.

4. REHABILITATIVE ABSENCE.

Members of the Department who will benefit from treatment

on an in-patient basis in a rehabilitative substance abuse program shall be entitled to be carried as sick without loss of pay for a maximum of thirty (30) days, provided the member agrees to and signs the substance abuse agreement, a copy of which is annexed hereto as **Attachment AA** and provided he has 30 days sick time.

5. **ALCOHOL TESTING.**

A breathalyzer or similar testing equipment shall be used to screen for alcohol use and if positive, shall be confirmed by a blood alcohol test performed by the laboratory. This screening test shall be performed by an individual qualified through and utilizing equipment certified by the New Jersey State Police. An initial positive alcohol level shall be .10 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed, and records of the testing expunged from the employee=s file. Only specimens identified as positive on the initial test shall be confirmed using a blood alcohol level. The same sampling procedures as utilized in motor vehicle testing shall be followed. A positive blood alcohol level shall be .10 grams per 100 ml of blood. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged form the employee's file.

6. **DRUG TESTING.** The laboratory shall test for only the substances and within the limits for the initial and confirmation tests as provided within standards established by the National Institute of Drug Abuse. The initial test shall use an immunoassay, which meets the requirements of the Food and Drug

Administration for commercial distribution. The following initial cut-off level shall be used when screening specimens to determine whether they are negative for these five (5) drugs or classes of drugs:

Marijuana Metabolites	50 mg/ml
Cocaine Metabolites	300 mg/ml
Opiate Metabolites	2000 mg/ml ¹
Phencyclidine	25 mg/ml
Amphetamines	1000 mg/ml

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunges from the employee=s file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/M.S.) techniques at the following listed cut-off values.

Marijuana Metabolites ²	15 mg/ml
Cocaine Metabolites ³	300 mg/ml
Opiate	

¹ If immunoassay is specific for free morphine, the initial test level is 25 mg/ml.

² Delta - 9 Tetrahydrocannabinol - carboxylic acid.

³ Benzoyl ecgonine.

Morphine	300 mg/ml
Codeine	300 mg/ml
Phencyclidine	25 mg/ml
Amphetamines	
Amphetamine	500 mg/ml
Methamphetamine	500 mg/ml

If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee=s file.

7. **TESTING PROGRAM COSTS:**

The Fire District shall pay for all costs involving drug and alcohol testing. The Fire District shall also reimburse each employee for their time and expenses, including travel, incurred involved in the testing procedure.

The Department will provide transportation to and from the testing procedure.

8. **EFFECTIVE DATE AND APPLICATION OF AGREEMENT.**

The procedures and understandings incorporated within the contractual Agreement shall become effective immediately upon acceptance by the Fire District and Union as memorialized by the parties affixing their signatures.

a. **Past Records of Drug Involvement and/or Alcohol Abuse.** With the exception of those employees who already have signed "Last Chance Agreements", no involvement with drug rehabilitation clinics or positive testing results occurring prior to the effective date of this contractual Agreement shall be

referenced by the Fire District is proceedings after the ratification of this Agreement, it being the intent of the parties to provide all employees with clear records. This contractual provision shall not apply, however, to signatories of "Last Chance Agreements" who remain bound by the terms of such past disciplinary disposition.

b. Additional Provision. The Fire District shall not implement any procedures, other than referenced herein, involving alcohol and/or drug testing, or the consequences thereof, except with the negotiated agreement of the Union. Any Department rules/regulations implemented in accord with and/or expoundment upon this contractual Agreement shall be submitted to the Union for collaboration and approval prior to enforcement.

c. Effect of Agreement. This contractual Agreement supersedes all past practices and contractual agreements developed between the Fire District and Union involving alcohol and/or drug testing.

d. Right of Appeal. The employee has the right to challenge the results of the drug and/or alcohol tests, and any discipline imposed, in the same manner that any other employee action under the terms of the Agreement is appealable.

e. Union Held Harmless. The contractual Agreement was initiated at the request of the Fire District. The Department assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out the provisions and/or application of this contractual

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Agreement relating to drug and alcohol testing. The Union shall be held harmless of the violation of any workers' rights arising from the administration of the drug and alcohol-testing program.

f. Changes in Testing Procedures. The parties recognize that during the life of this contractual Agreement, there may be improvements in the technology of testing procedures, which will provide for more accurate testing. In that event, the parties will bargain, in good faith, whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments, they will be submitted to impasse procedures as outlined in the Grievance Procedure of the Agreement.

g. Conflict With Other Laws. This contractual Agreement is in no way intended to supersede or waive any constitutional or statutory rights that the employee may be entitled to as developed and/or recognized by Federal Courts, State Courts or administrative agencies.

ARTICLE XLI

PROBATIONARY EMPLOYMENT/WORKING TEST

A. Definitions

1. Recruit Firefighter - A person who has met the basic requirements for employment and is assigned to basic firefighting training within the Recruit Academy. The Recruit Academy will be a four to six week training program administered by the Fire Department's Training and Safety Division. An individual will remain classified as a Recruit Firefighter until he/she shall have completed successfully the Recruit Academy, but under no circumstances shall an individual remain classified as a Recruit Firefighter beyond six (6) weeks after being administered oath of office, which oath is understood to be administered immediately prior to the individual's assignment to Recruit Academy.

2. Probationary Firefighter - A Recruit Firefighter who has completed basic fire suppression training within the recruit academy, is assigned to a field company, and is serving the Probationary Period as defined herebelow.

3. Probationary Period - A twelve-month (365 days) time period which begins after the firefighter completes basic training within the Recruit Academy. The purpose of the Probationary Period is to indoctrinate the Probationary Firefighter to the operation of the Fire Department and to build on the skills and knowledge acquired during recruit training.

B. Extension of Probationary Period

1. Probationary Period can not be extended except upon a showing that the Probationary Firefighter has been somehow prejudiced by Fire Administration, which term is intended to mirror the "bad faith" right appeal provided by N.J.A.C. 4A:24.3[®] in civil service jurisdictions, and the request for extension must be initiated by the Probationary Firefighter.

2. The Fire Department may, exercising liberal discretion, extend the Probationary Period any number of months not to exceed, however, six (6) months. Under no circumstances shall the Probationary Period, with extensions, exceed the aggregate number of eighteen (18) months.

3. If the Probationary Period is extended beyond the initial twelve (12) months, then the Probationary Firefighter has the option to request transference to a new field company with a new supervisory officer thereby avoiding the necessity and/or proof of alleging that the "prejudice" involved personality conflict or supervisory dereliction. Such request for transference shall be approved and effectuated.

C. Process to Adjudicate Disputes

1. Any issues involving the discontinuance in employment of a probationary firefighter and/or the nonextension of probationary period as requested by the probationary firefighter may be processed by the local as a grievance through the grievance procedure addressed in article VII of this collective bargaining agreement.

2. In lieu of pursuing such issue through the local, the probationary firefighter may, at his/her own expense, seek judicial intervention for the superior court of New Jersey by invoking said courts common law certiare jurisdiction.

3. The parties hereto acknowledge and represent that, since the probationary firefighter is not considered a "permanent member" of the Fire Department as required by N.J.S.A.40;14-70, said employee has no right of judicial de novo review of employment termination under the same statutory provision which imposes the burden of proof upon the Board, and instead, any review by the Judiciary or through arbitration shall be made de novo with the burden of proof imposed upon the probationary firefighter.

D. The local shall be provided with an opportunity to address, on the first day of classes at the recruit academy, the recruit firefighter for the purpose of acquainting them as to the expectations, functions and protections afforded by the local.

E. A probationary firefighter, following his/her completion of the recruit academy, is entitled to union representation at any meeting in which deficiencies are discussed, there by providing the local with means to monitor the progress of newly hired individuals after their completion of the recruit academy.

ARTICLE XLII

DURATION, TERM AND RENEWAL

A. This Agreement shall be effective January 1, 2005 and shall remain in full force and effect through December 31, 2008. It shall automatically renew from year to year thereafter, unless either party shall notify the other, in writing, before One Hundred Fifty (150) calendar days prior to the termination date that it desires to modify the Agreement. This Agreement shall remain in full force and effect during the period of negotiations.

B. This Agreement and any supplemental Addendums hereto, which shall be in writing and signed by both parties, shall be binding upon the parties hereto, their successors, administrators, executors and/or assigns.

REVISED December 11, 2006

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first set forth above.

I.A.F.F. LOCAL 2663
AFL - CIO / CLC

BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO. 13

BY: _____
President, Local 2663

BY: _____
Chairman

BY: _____
Negotiator, Local 2663

BY: _____
Vice Chairman

BY: _____
Treasurer of the Board

BY: _____
Commissioner

BY: _____
Commissioner

BY: _____
Local 2663 Attorney

BY: _____
Board Attorney

Appendix A

Rank	01/01/05	01/01/06	01/01/07	01/01/08
Firefighter	39,692.45	41,379.38	43,241.45	45,187.32
Fire Prevention Specialist	69,131.15	72,069.22	75,312.33	78,701.39
Public Education Officer	75,352.84	78,555.33	82,090.32	85,784.39

Firefighter

	2005				2006			2007			2008		
1 st	39,692.45				41,379.38			43,241.45			45,187.32		
2 nd	44,101.66				45,975.98			48,044.90			50,206.92		
3 rd	48,513.58				50,575.42			52,581.31			55,229.62		
4 th	52,924.17				55,173.45			57,656.26			60,250.79		
5 th	57,333.38				59,770.05			62,459.70			65,270.39		
6 th	61,743.94				64,368.06			67,264.62			70,291.53		
7 th	66,154.52	7.0%	4,630.82	70,785.33	68,966.09	4,827.63	73,793.71	72,069.56	5,044.87	77,114.43	75,312.69	5,271.89	80,584.58
8 th	66,154.52		4,630.82	70,785.33	68,966.09	4,827.63	73,793.71	72,069.56	5,044.87	77,114.43	75,312.69	5,271.89	80,584.58
9 th	66,154.52		4,630.82	70,785.33	68,966.09	4,827.63	73,793.71	72,069.56	5,044.87	77,114.43	75,312.69	5,271.89	80,584.58
10 th	66,154.52	7.5%	4,961.59	71,116.11	68,966.09	5,172.46	74,138.54	72,069.56	5,405.22	77,474.78	75,312.69	5,648.45	80,961.14
11 th	66,154.52		4,961.59	71,116.11	68,966.09	5,172.46	74,138.54	72,069.56	5,405.22	77,474.78	75,312.69	5,648.45	80,961.14
12 th	66,154.52		4,961.59	71,116.11	68,966.09	5,172.46	74,138.54	72,069.56	5,405.22	77,474.78	75,312.69	5,648.45	80,961.14
13 th	66,154.52		4,961.59	71,116.11	68,966.09	5,172.46	74,138.54	72,069.56	5,405.22	77,474.78	75,312.69	5,648.45	80,961.14
14 th	66,154.52		4,961.59	71,116.11	68,966.09	5,172.46	74,138.54	72,069.56	5,405.22	77,474.78	75,312.69	5,648.45	80,961.14
15 th	66,154.52	8.0%	5,292.36	71,446.88	68,966.09	5,517.29	74,483.37	72,069.56	5,765.57	77,835.13	75,312.69	6,025.02	81,337.71
16 th	66,154.52		5,292.36	71,446.88	68,966.09	5,517.29	74,483.37	72,069.56	5,765.57	77,835.13	75,312.69	6,025.02	81,337.71
17 th	66,154.52		5,292.36	71,446.88	68,966.09	5,517.29	74,483.37	72,069.56	5,765.57	77,835.13	75,312.69	6,025.02	81,337.71
18 th	66,154.52		5,292.36	71,446.88	68,966.09	5,517.29	74,483.37	72,069.56	5,765.57	77,835.13	75,312.69	6,025.02	81,337.71
19 th	66,154.52		5,292.36	71,446.88	68,966.09	5,517.29	74,483.37	72,069.56	5,765.57	77,835.13	75,312.69	6,025.02	81,337.71
20 th	66,154.52	8.5%	5,623.13	71,777.65	68,966.09	5,862.12	74,828.20	72,069.56	6,125.91	78,195.48	75,312.69	6,401.58	81,714.27
21 st	66,154.52		5,623.13	71,777.65	68,966.09	5,862.12	74,828.20	72,069.56	6,125.91	78,195.48	75,312.69	6,401.58	81,714.27
22 nd	66,154.52		5,623.13	71,777.65	68,966.09	5,862.12	74,828.20	72,069.56	6,125.91	78,195.48	75,312.69	6,401.58	81,714.27
23 rd	66,154.52		5,623.13	71,777.65	68,966.09	5,862.12	74,828.20	72,069.56	6,125.91	78,195.48	75,312.69	6,401.58	81,714.27
24 th	66,154.52		5,623.13	71,777.65	68,966.09	5,862.12	74,828.20	72,069.56	6,125.91	78,195.48	75,312.69	6,401.58	81,714.27
25 th	66,154.52	9.0%	5,953.91	72,108.42	68,966.09	6,206.95	75,173.03	72,069.56	6,486.26	78,555.82	75,312.69	6,778.14	82,090.83

Fire Prevention Specialist

	2005				2006			2007			2008		
1 st	69,131.15				72,069.22			75,312.33			78,701.39		
2 nd	69,131.15				72,069.22			75,312.33			78,701.39		
3 rd	69,131.15				72,069.22			75,312.33			78,701.39		
4 th	69,131.15				72,069.22			75,312.33			78,701.39		
5 th	69,131.15				72,069.22			75,312.33			78,701.39		
6 th	69,131.15				72,069.22			75,312.33			78,701.39		
7 th	69,131.15	7.0%	4,839.18	73,970.33	72,069.22	5,044.85	77,114.07	75,312.33	5,271.86	80,584.20	78,701.39	5,509.10	84,210.49
8 th	69,131.15		4,839.18	73,970.33	72,069.22	5,044.85	77,114.07	75,312.33	5,271.86	80,584.20	78,701.39	5,509.10	84,210.49
9 th	69,131.15		4,839.18	73,970.33	72,069.22	5,044.85	77,114.07	75,312.33	5,271.86	80,584.20	78,701.39	5,509.10	84,210.49
10 th	69,131.15	7.5%	5,184.84	74,315.98	72,069.22	5,405.19	77,474.41	75,312.33	5,648.43	80,960.76	78,701.39	5,902.60	84,603.99
11 th	69,131.15		5,184.84	74,315.98	72,069.22	5,405.19	77,474.41	75,312.33	5,648.43	80,960.76	78,701.39	5,902.60	84,603.99
12 th	69,131.15		5,184.84	74,315.98	72,069.22	5,405.19	77,474.41	75,312.33	5,648.43	80,960.76	78,701.39	5,902.60	84,603.99
13 th	69,131.15		5,184.84	74,315.98	72,069.22	5,405.19	77,474.41	75,312.33	5,648.43	80,960.76	78,701.39	5,902.60	84,603.99
14 th	69,131.15		5,184.84	74,315.98	72,069.22	5,405.19	77,474.41	75,312.33	5,648.43	80,960.76	78,701.39	5,902.60	84,603.99
15 th	69,131.15	8.0%	5,530.49	74,661.64	72,069.22	5,765.54	77,834.76	75,312.33	6,024.99	81,337.32	78,701.39	6,296.11	84,997.50
16 th	69,131.15		5,530.49	74,661.64	72,069.22	5,765.54	77,834.76	75,312.33	6,024.99	81,337.32	78,701.39	6,296.11	84,997.50
17 th	69,131.15		5,530.49	74,661.64	72,069.22	5,765.54	77,834.76	75,312.33	6,024.99	81,337.32	78,701.39	6,296.11	84,997.50
18 th	69,131.15		5,530.49	74,661.64	72,069.22	5,765.54	77,834.76	75,312.33	6,024.99	81,337.32	78,701.39	6,296.11	84,997.50
19 th	69,131.15		5,530.49	74,661.64	72,069.22	5,765.54	77,834.76	75,312.33	6,024.99	81,337.32	78,701.39	6,296.11	84,997.50
20 th	69,131.15	8.5%	5,876.15	75,007.29	72,069.22	6,125.88	78,195.10	75,312.33	6,401.55	81,713.88	78,701.39	6,689.62	85,391.01
21 st	69,131.15		5,876.15	75,007.29	72,069.22	6,125.88	78,195.10	75,312.33	6,401.55	81,713.88	78,701.39	6,689.62	85,391.01
22 nd	69,131.15		5,876.15	75,007.29	72,069.22	6,125.88	78,195.10	75,312.33	6,401.55	81,713.88	78,701.39	6,689.62	85,391.01
23 rd	69,131.15		5,876.15	75,007.29	72,069.22	6,125.88	78,195.10	75,312.33	6,401.55	81,713.88	78,701.39	6,689.62	85,391.01
24 th	69,131.15		5,876.15	75,007.29	72,069.22	6,125.88	78,195.10	75,312.33	6,401.55	81,713.88	78,701.39	6,689.62	85,391.01
25 th	69,131.15	9.0%	6,221.80	75,352.95	72,069.22	6,486.23	78,555.45	75,312.33	6,778.11	82,090.44	78,701.39	7,083.13	85,784.51

Public Education Officer

	2005				2006			2007			2008		
1 st	75,352.84				78,555.33			82,090.32			85,784.39		
2 nd	75,352.84				78,555.33			82,090.32			85,784.39		
3 rd	75,352.84				78,555.33			82,090.32			85,784.39		
4 th	75,352.84				78,555.33			82,090.32			85,784.39		
5 th	75,352.84				78,555.33			82,090.32			85,784.39		
6 th	75,352.84				78,555.33			82,090.32			85,784.39		
7 th	75,352.84	7.0%	5,274.70	80,627.54	78,555.33	5,498.87	84,054.21	82,090.32	5,746.32	87,836.65	85,784.39	6,004.91	91,789.30
8 th	75,352.84		5,274.70	80,627.54	78,555.33	5,498.87	84,054.21	82,090.32	5,746.32	87,836.65	85,784.39	6,004.91	91,789.30
9 th	75,352.84		5,274.70	80,627.54	78,555.33	5,498.87	84,054.21	82,090.32	5,746.32	87,836.65	85,784.39	6,004.91	91,789.30
10 th	75,352.84	7.5%	5,651.46	81,004.30	78,555.33	5,891.65	84,446.98	82,090.32	6,156.77	88,247.10	85,784.39	6,433.83	92,218.22
11 th	75,352.84		5,651.46	81,004.30	78,555.33	5,891.65	84,446.98	82,090.32	6,156.77	88,247.10	85,784.39	6,433.83	92,218.22
12 th	75,352.84		5,651.46	81,004.30	78,555.33	5,891.65	84,446.98	82,090.32	6,156.77	88,247.10	85,784.39	6,433.83	92,218.22
13 th	75,352.84		5,651.46	81,004.30	78,555.33	5,891.65	84,446.98	82,090.32	6,156.77	88,247.10	85,784.39	6,433.83	92,218.22
14 th	75,352.84		5,651.46	81,004.30	78,555.33	5,891.65	84,446.98	82,090.32	6,156.77	88,247.10	85,784.39	6,433.83	92,218.22
15 th	75,352.84	8.0%	6,028.23	81,381.07	78,555.33	6,284.43	84,839.76	82,090.32	6,567.23	88,657.55	85,784.39	6,862.75	92,647.14
16 th	75,352.84		6,028.23	81,381.07	78,555.33	6,284.43	84,839.76	82,090.32	6,567.23	88,657.55	85,784.39	6,862.75	92,647.14
17 th	75,352.84		6,028.23	81,381.07	78,555.33	6,284.43	84,839.76	82,090.32	6,567.23	88,657.55	85,784.39	6,862.75	92,647.14
18 th	75,352.84		6,028.23	81,381.07	78,555.33	6,284.43	84,839.76	82,090.32	6,567.23	88,657.55	85,784.39	6,862.75	92,647.14
19 th	75,352.84		6,028.23	81,381.07	78,555.33	6,284.43	84,839.76	82,090.32	6,567.23	88,657.55	85,784.39	6,862.75	92,647.14
20 th	75,352.84	8.5%	6,404.99	81,757.83	78,555.33	6,677.20	85,232.54	82,090.32	6,977.68	89,068.00	85,784.39	7,291.67	93,076.06
21 st	75,352.84		6,404.99	81,757.83	78,555.33	6,677.20	85,232.54	82,090.32	6,977.68	89,068.00	85,784.39	7,291.67	93,076.06
22 nd	75,352.84		6,404.99	81,757.83	78,555.33	6,677.20	85,232.54	82,090.32	6,977.68	89,068.00	85,784.39	7,291.67	93,076.06
23 rd	75,352.84		6,404.99	81,757.83	78,555.33	6,677.20	85,232.54	82,090.32	6,977.68	89,068.00	85,784.39	7,291.67	93,076.06
24 th	75,352.84		6,404.99	81,757.83	78,555.33	6,677.20	85,232.54	82,090.32	6,977.68	89,068.00	85,784.39	7,291.67	93,076.06
25 th	75,352.84	9.0%	6,781.76	82,134.59	78,555.33	7,069.98	85,625.31	82,090.32	7,388.13	89,478.45	85,784.39	7,720.59	93,504.98

APPENDIX B

LONGEVITY SCALE 2005 - 2008

Longevity Scale 2005- 2008

beginning 72 months-108 months inclusive	7.0% of annual base;
beginning 10 - 14 years inclusive	7.5% of annual base;
beginning 15 - 19 years inclusive	8.0% of annual base;
beginning 20 - 24 years inclusive	8.5% of annual base;
beginning 25 - until retirement	9.0 % of annual base.

APPENDIX C

STATION UNIFORM & QUARTERMASTER SYSTEM

1. The "Quartermaster System" shall be an in house program. This system will maintain clothing inventories in such a manner that all clothing issued will be standard in appearance and comply with current laws and regulations. Items which cannot be effectively maintained in inventory, will be available on an as need basis from a reputable dealer furnishing such item(s) in a reasonably and timely manner.

2. The Chief or his designate shall define the positions of the employees covered under this Agreement as either Staff or Operations.

3. Responsibility of maintaining this system shall be with the District Chief or his/her designee.

Uniform Issue:

Suppression

Five(5)pair of pants
 Five(5)100% cotton T-Shirts
 Two(2)long sleeve dress shirts
 Two(2)short sleeve dress shirts
 One(1)station jacket
 Two(2)station(job) sweatshirts
 One(1)basket weave belt
 One(1)pair of work shoes steel toe
 One(1)pair of Class A Uniform Shoes
 One(1)pair of boots steel toe
 One(1)glove pouch
 One(1)dress tie
 Badges & Nameplate
 ID card
 Wallet case for badge (initial issue)
 Dress uniform (phased in over contract)

Administration

Five(5)pair of pants
 Five(5)100% cotton T-Shirts
 Five(5)dress shirts(optional on long or short sleeve)
 One(1)station jacket
 Two(2)station(job) shirts
 One(1)basket weave belt
 One(1)pair of work shoes
 Class A Uniform Shoe
 One(1)pair of boots
 One(1)glove pouch
 One(1)dress tie
 Badges & Nameplate
 ID card
 Wallet case for badge (initial issue)
 Dress uniform (phased in over contract)

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APPENDIX D

COLLEGE INCENTIVE PROGRAM

Administration will maintain a current list of employees qualified for the College Incentive Program and provide to the Local each year.

APPENDIX E

ACCUMULATED LEAVE BALANCES

All accumulated leave balances for the years prior to consolidation, specifically 1993 and before, will remain in effect for each employee's tenure. An employee can utilize this leave at their discretion and in accordance with Article XXIII, Sections A and B. Leave is also granted dependent upon the manpower needs of the District. The District will not be responsible for any monetary compensation with respect to these leave balances.

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GROUP IV EMPLOYEES - SICK TIME BANK

<u>EMPLOYEE</u>	<u>TOTAL DAYS EARNED</u>
AMORATIS	1.25
APPLEMAN	2.25
ARCARI	1
BAUM	2.75
BAUMANN	1.25
BROFFT	1.75
CALLAN	1.25
CHAMBERS	0.25
CHEESMAN	1.25
COLLINS	1
CRANMER	1.5
D=ALESANDRO	1.25
DI DOMENICO	0.75
DITORE	0.25
DOLLARTON	2
FIorentINI, R.	0.5
FOSTER	1.5
FRENCH	1.5
GAETA	1.5
GIBSON, J.	0.25
GIORGIO	3.25
GORDON	1.25
GROVER	2.5
HALDEMAN	2.25
HARRIS	2.25
HARRISON	0.25
HELLER	1.5
HENRY	1
HOUCK	0.25
HOULIHAN	1.75
HYATT	1
IOANNUCCI	1.25
<u>EMPLOYEE</u>	<u>TOTAL DAYS EARNED</u>
LAMARRA	2
LENNY	1.25
LEUSNER	2.25
LITTLE	1
MAC DERMOTT	1.75
MARKEY	2.5
MASSARO	0.5
MC CORKLE, E.	2

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MC GEADY	3
MEIGHAN	0.5
MILLER	0.5
NELSON	1
NORMAN	0.5
PAOLINI	1.5
PASTUCH	1
PATRIZI	1
PATTERSON	1
PRICE	2.25
REILLY, D.	3.5
REILLY, H.	1.25
SAMPLE	1
SARACENI, G.	2.25
SCHAFFER	3.5
SHANNON, T.	2
SHEMELEY	3.5
SOOY	3
STACKHOUSE	1.75
TAYLOR	1.25
TROTMAN	1.75
UCCIFERRI	2
WEST	3.25
WILDER	3
WILLIAMS	2.5