

**Agreement
Between
Board of Fire Commissioners
Fire District # 1
Winslow Township, New Jersey
And
Camden County Uniformed
Fire Fighters Association
International Association of Fire Fighters
Local 3249
A.F.L. - C.I.O.-C.L.C.**

January 1, 2009 through December 31, 2013

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PREAMBLE

THIS AGREEMENT is entered into this ____ day of June, 2009 by and between the **BOARD OF FIRE COMMISSIONERS, FIRE DISTRICT NO. 1**, Township of Winslow, in the County of Camden, New Jersey, a municipal body of the State of New Jersey, hereinafter called the "Board", and **CAMDEN COUNTY UNIFORMED FIRE FIGHTERS ASSOCIATION, I.A.F.F. LOCAL NO. 3249, A.F.L. - C.I.O. /C.L.C.**, hereinafter called the "Association", represents the complete and final understanding on all bargaining issues between the Board and the Association.

PURPOSE

THIS AGREEMENT is entered into between the Board and the Association, to promote and ensure harmonious relations, cooperation, and understanding between the Board and its Association 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 No. 1, the Township of Winslow, the Board and its employee.

ARTICLE I
RECOGNITION

A. The Board of Fire Commissioners, Winslow Township Fire District Number 1, recognizes International Association of Fire Fighters Local 3249, AFL-CIO-CLC, as the exclusive bargaining agent for all full-time support staff.

B. The terms “employee” or “employees”, refer to persons, male or female, represented by the Association in the above defined bargaining unit. Also included within the unit defined above are any other full-time or regular part-time employee positions created after the execution of this agreement.

C. The recognized bargaining unit excludes members of the Board of Fire Commissioners, the Fire Official, volunteer members of the fire district, craft employees and managerial executives within the meaning of the New Jersey Public Employer-Employee Relations Act, N.J.S.A. 34:13A et seq. (hereinafter “the act”).

ARTICLE II

NON-DISCRIMINATION

A. The Board and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

B. The Board and the Association agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Board or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE III

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Official representatives of the Association, pursuant to State Law, will be granted administrative leave with pay in accordance with the provisions of N.J.S.A. 40A:14 - 177.

B. A maximum of two (2) authorized association representatives shall be excused without loss of pay from their normal duties to participate in negotiations for the renewal of this Agreement or the execution of a new agreement for this District. Other members of the association may attend contract negotiations, however such participation shall be with loss of pay.

C. Copies of disciplinary charges or other notices relating to disciplinary action shall be furnished to the Association when presented to affected employees. Copies of all disciplinary charges or notices relating to disciplinary action against any member or non-member shall be furnished to the Association President or the President's designee.

D. The Association 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.

E. Whenever an employee is to be questioned about matters that may affect his or her employment and/or he or she is being considered a "target" for possible disciplinary action, he shall have the right to request a representative of the Association be present at all stages of questioning. If the employee does not ask for a representative, the District may proceed with any and all questioning it deems appropriate. At any time during the questioning, the member may request a representative. If an employee requests and is denied representation at any stage of the questioning, any statements made by the employee or "fruits" derived therefrom cannot be used against said employee to support disciplinary action.

F. Authorized representatives of the Association, whose names shall be filed in writing with the Board, or their designee, shall be permitted to visit any fire facility within Winslow Township for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Fire Chief, or such other individuals designated by the Board in writing to perform such task, on condition that such prior approval shall not be unreasonably withheld. The Association representative shall not interfere with the normal conduct of work within the fire facility.

G. Upon the request of the association president, on duty employees shall be permitted to attend and participate in bargaining unit meetings without loss of pay for up to one (1) hour per month when such bargaining unit meetings are held at a location mutually agreed upon by the Association and the Board. Any additional time taken for meeting will be without pay. All on duty employees shall attend and participate in the appropriate uniform and be available for duty in the event the need arises, including, but not limited to responding to residents at the window and answering telephones.

H. In addition to the foregoing, union representatives will receive relief from duty with full pay for the purpose of attending to contract administration, grievance processing or other union

business relating to Winslow Township Bargaining units on an as-needed basis. The member requesting relief must make application to the Fire Chief or his designee as soon as reasonably possible. Such request will not be unreasonably denied.

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 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 District and its properties and facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Board.

2. To make rules and procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of the employees needed for any particular time and to be in sole charge of the quality and quantity of work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees is recognized.

4. To hire all employees, to promote, transfer, assign or retain employees in positions with the District.

5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good, and just cause according to the law, and subject to the grievance procedure.

6. To lay off employees in the event of lack of work or funds or other conditions where continuation of such work would be inefficient and non-productive, so long as such lack of work or funds is bona fide.

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 the 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
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 District 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 their rights to pursue any other statutory or legal remedies in lieu of resorting to the grievance procedure.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the contractual agreement affecting the terms and conditions of employment, and shall be raised by the Association on behalf of an individual or group of individuals.

C. Steps of the Grievance Procedure

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:

Step One:

An aggrieved employee or employees shall institute action under the provision hereof within seven (7) working days of the occurrence of the event giving rise to the grievance. Action is instituted by filing a grievance with the Association Grievance Committee. Failure to act within said seven (7) working days shall be deemed to constitute an abandonment of the grievance.

Within fifteen(15) working days after the grievance has been filed and before an effort is made to settle the matter, the Association Grievance Committee shall screen and study the grievance to determine whether it has or lacks merit. Such processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the Association.

Upon finding of merit, the Association Grievance Committee shall present written confirmation of such determination to the Fire Chief with request that the Fire Chief investigate and resolve same, if required. If the resolution of the grievance has not been reached within ten (10) working days of the submission to the Fire Chief, the grievance may proceed to Step Two.

Step Two:

1. In the event a satisfactory settlement has not been reached at Step One, the Association may, within seven (7) working days of the Fire Chiefs' or a designees' decision, file his written

grievance with the Board. This presentation shall include copies of all previous correspondence relating to the matter in dispute.

2. The Board or its designee shall review the decision of the Fire Chief, and, within ten (10) working days from receipt of the grievance, make a written determination.

Step Three:

1. In the event the grievance has not been resolved in Step Two the Association may, within twenty (20) working days of the Boards' decision, request arbitration. The arbitrator shall be chosen in accordance with the rules of Public Employment Relations Commission (PERC).

D. Arbitration

1. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to them involved in the grievance. In formulating their decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable. The arbitrator shall not have the authority to add to, modify, subtract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

2. The costs for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

3. The arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) days after the conclusion of the arbitrator hearing unless agreed to otherwise by the parties.

E. Group Grievances

Which shall be defined as those affecting "substantially" all of the members of the Association shall be filed by the Association and the Association only, at Step Two.

F. 1. Nothing herein shall prevent the parties from mutually agreeing to extend or shorten the time limits for processing the grievance at any step in the grievance procedure.

2. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, any rights and/or claims regarding the grievance shall be deemed to be waived by the Association, unless the Association and Fire District mutually agree to extend the time limitation for filing of the grievance.

3. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last Step shall be deemed conclusive.

ARTICLE VI

MAINTENANCE OF OPERATIONS

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

B. Neither the Association 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, in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slowdown, sick out, walk out or other illegal job action against the Board.

C. The Association 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 action by any other employee or group of employees of the Board.

D. 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 Association or its members.

ARTICLE VII

DUES, DEDUCTIONS, AND AGENCY SHOP

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

B. A check-off shall commence for each employee that signs a properly dated authorization card, supplied by the Association and verified by the Board Administrator 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 Association shall furnish the Board written notice thirty (30) days prior to the effective date of such change and shall furnish the Board either new authorizations from its members showing the authorized deductions of each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Board Administrator.

E. Any such written authorization may only be withdrawn between the period of the 1st of April and the 30th of June by filing a withdrawal notice with the Board Administrator. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The Board agrees to deduct the fair share fee from the earnings of those employees who elect not to become a member of the Association and transmit the fee to the majority representative.

1. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association 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.

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

3. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances and wages, hours and

other conditions of employment which ordinarily cannot be secured through collective negotiations with the Board.

4. Prior to January 1st and July 31st of each year, the Association, 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.

5. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. 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 resolution of the appeal.

G. The Association 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 Association to the Board, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

ARTICLE VIII

EMPLOYEE RIGHTS AND PRIVILEGES

A. Nothing contained herein shall be construed to deny or restrict any employee such rights as they may have under New Jersey laws or other applicable laws and regulations, the rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

B. No employee shall be disciplined, reduced in rank or compensation without just cause. Any such action asserted by the Board or any agent or representative thereof shall not be made public and shall be subject to the grievance procedure herein set forth.

C. Any employee whose action may give rise to charges by the Board or any agent or representative thereof, either discipline or criminal, shall be advised prior to any hearing or meeting with any agent or agents of the Board or Department. The affected employee shall be afforded all rights pursuant to U.S.S.C. decisions under Weingarten. No statement shall be given without first advising the affected employee of the matter or matters for which they are under investigation. The employee shall have full access to counsel in any hearing or internal investigation scheduled by the Board.

D. 1. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be negotiated with the Association before they are established

2. All written rules and regulations shall be provided to the employees immediately upon promulgation.

ARTICLE IX

HOURS, OVERTIME and COMPENSATORY TIME

- A. The normal work week will be forty (40) hours, Monday through Friday, inclusive of a thirty (30) minute lunch break per day, with the normal work day understood as consisting of eight (8) consecutive hours.
- B. There shall be a lunch break of thirty (30) minutes in duration per day.
- C.
 - 1. Employees will receive time and one half overtime or compensatory time, at their option, whenever working in excess of their regularly scheduled work day
 - 2. Employee's working on a recognized holiday will receive time and one half overtime or compensatory time, at their option, in addition to their regular pay.
- D. When an employee is recalled for duty, they shall be entitled to compensation at their overtime rate for all hours worked, with a minimum compensation of two (2) hours at their overtime rate, so long as the recall is not contiguous with their regularly scheduled shift.
- E. Overtime will be distributed as equitably as possible based on seniority, except if the overtime is for a specific job which is normally completed by a specific employee.
- F. Compensatory time must be used within one (1) year of it being earned.
- G. All overtime must be prior approved by an authorized representative of the Board.

ARTICLE X
SALARIES

The starting salary for each employee in the bargaining unit shall be effective on January 1st 2009, is as follows:

Clerk Typist-\$24,000.00
Senior Clerk Typist 1-\$37,646.13
Principal Clerk Typist-\$40,177.04
Principal Account Clerk-\$43,742.66
Administrative Clerk-\$51,459.92

Employees shall receive a three point seven five percent (3.75%) increase for each year of the contract on January 1 of each calendar year.

B. Employees will be paid on a weekly basis. The scheduled payday will be Thursday of each week.

C. Employees possessing NJ State Certified Qualified purchasing agent shall be entitled to an annual stipend of 500.00 which shall be payable in one lump sum at the time of receipt of longevity payment or shall be paid to the employee in equal payments with their regular pay.

ARTICLE XI

LONGEVITY

- A.** All bargaining unit employees included into this agreement, shall be entitled to longevity payments as follows:

Years of Service

**Longevity (%)
Of Base Salary**

Beginning the 5th - the 9th year of service _____ 1% of base salary

Beginning the 10th - the 14th year of service _____ 1.5% of base salary

Beginning the 15th - the 19th year of service _____ 2% of base salary

Beginning the 20th – and there after _____ 2.5% of base salary

- B.** Said longevity payments shall be added to the employees' annual base salary payable in weekly increments together with said salary, or at the employees option payable in a lump sum on the first pay period in December of the year in which the same is approved such decision shall be communicated to the Fire Chief for the next calendar year on or before the first pay period in December and shall be irrevocable for same calendar year.

ARTICLE XII

HOLIDAYS

A. Office Staff employees shall be entitled to the following paid holidays off:

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

B. Holidays occurring on a Saturday will be observed on Friday. Holidays occurring on a Sunday will be observed on Monday.

C. An employee must work his/her scheduled workday immediately before and after such holiday to receive holiday pay. If vacation or personal time has been approved for a day before or a day after a holiday, the employee shall be entitled to receive holiday pay. If an employee uses a sick day immediately before or after such holiday, the employee may receive holiday pay; however, the District reserves the right to discipline an employee for abuse of same.

Article XIII

PERSONAL DAYS

All full-time bargaining unit employees shall be entitled to three(3) paid personal days off per calendar year that must be used that year or forfeited.

Employees hired after the signing of this contract shall be entitled to two(2) paid personal days off per calendar year that must be used that year or forfeited. Upon their completion of 1 year of employment, the employee shall then be entitled to three(3).

ARTICLE XIV

VACATIONS

A. Bargaining unit employees shall be entitled to annual vacation leave with pay in accordance with the following schedule:

1. During the first year of employment, employees shall be entitled to one (1) vacation day per month of employment.

2. From the beginning of the 2nd year of employment through the 5th year of employment, employees shall be entitled to twelve (12) vacation days per year.

3. From the beginning of the 6th year of employment through the fifteenth (15th) year of employment, employees shall be entitled to fifteen (15) days vacation per year.

4. From the beginning of the 16th year of employment through the twenty-fifth (25) year of employment, employees shall be entitled to twenty (20) days vacation per year.

B. The vacation year is January 1st through December 31st.

C. Up to one (1) week's total earned vacation hours may be carried over into the following year.

D. An employee who terminates his/her employment with the Board, or whose employment is terminated by the Board, shall be entitled to vacation pay on a prorated basis.

E. Vacation requests shall be made in writing by March 31st of each year in order to receive seniority consideration. Vacation request made after March 31st shall be granted on a first come first serve basis. Vacation will not be granted if it is not presented to the designated representative of the Board at least one week in advance of the requested vacation time period. Vacation time shall not be unreasonably denied.

ARTICLE XV

SEPARATION, DEATH AND RETIREMENT

- A. Employees shall retain all pension rights as provided by all applicable laws.
- B. Employees retiring either after twenty-five (25) years of service pursuant to N.J.S.A. 43:16A-5, or a result of a disability pension, whether work-connected or not, shall be paid for all accumulated vacation, sick time and any accumulated compensatory time in conformance with the Articles in this Contract. Said payments shall be computed at the rate at the time of retirement based upon the base annual compensation.
- C. Employees intending to retire on other than disability pension shall accordingly notify the Board three (3) months before said retirement is to become effective.
- D. In the event of an employee's death, their estate or legal representative shall be paid for all accumulated vacation, sick time and accumulated compensatory time in conformance with the Articles in this Contract. Payments shall be made at the employee's rate of pay at the time of their death.
- E. In the event of an employee's separation from service for any reason not set forth in Section B or D above, all accumulated compensatory time shall be paid at the rate of pay at the time of separation to the employee in conformance with the Articles in this Contract.
- F. For benefits payable in the current year in all cases of separation, death, or retirement, all vacation, holiday, and other compensatory time shall be pro-rated. Benefits shall be pro-rated on the calendar year from January 1st through December 31st.
- 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 (in the year of the employee's death), shall be payable to the employee's estate or legal representative.
- H. Separation under this Article shall be defined as any permanent cessation of employment, but shall not be deemed to include temporary leaves of absence, vacation, layoffs, or other temporary leaves.

ARTICLE XVI

SICK LEAVE

A. Sick leave with pay shall be earned at the rate of one (1) day per month during the first calendar year of employment, and fifteen (15) days per year for each year of employment thereafter. Sick leave shall be used in hourly increments.

B. Unused sick leave shall be cumulative from year to year. At retirement with twenty-five years of service, disability retirement or at employee's death, the employee or his/her estate shall be paid for accumulated sick time at fifty percent (50%) of the employee's hourly pay.

C. Sick leave is hereby defined to mean absence by an employee by reason of personal illness, illness within the immediate family, observance of quarantine, or as a result of a disabling injury not compensated under Article XVI.

D. Employees may, at the Board's or Board's designee's discretion, be required to furnish a doctor's certificate to substantiate a request for approval of sick leave when sick leave exceeds three (3) consecutive work days.

E. The Board may, at the Board's sole discretion, require the employee to submit acceptable medical evidence of proof of illness whenever such a requirement appears reasonable to the Board.

F. 1. The Board may require an employee to be examined by a physician designated and compensated by the Board as a condition of the employee's continuation of sick leave or return to work.

2. Any report issued by a doctor regarding an employee shall inform the employer of whether the employee is fit to return to work with or without restrictions, including a description of the restrictions, or provide that the employee is not fit for duty.

G. In order to receive compensation while absent on sick leave, an employee shall report their absence to the Board's designee at least one (1) hour prior to the start of their shift, if possible.

H. In case of sick leave due to contagious disease or to care for a seriously ill member of the employee's immediate family, reasonable proof may, at the Board's sole discretion, be required.

I. An employee who has exhausted their accumulated sick leave may, with the Board's approval, charge additional days of absence to vacation or personal days, or compensatory time, if available.

J. Employees retiring after twenty-five (25) years of service with the Fire District shall be paid for all accumulated sick days as provided in this Agreement. Said payments shall be computed at the rate of pay at the time of retirement based upon the base annual compensation. The maximum allowance to be compensated for is \$10,000.00

In the event of an employee's separation from service for any reason not set forth above,

the employee shall not be entitled to any compensation for accumulated sick days.

K. An employee may elect to “cash in” up to one hundred twenty (120) hours of accumulated sick leave each year if they have accumulated and will have at least two hundred forty (240) hours of sick leave in their sick leave bank after the “cash in”. Such decision shall be made in writing to the Board’s designee no later than November 1st of that year.

L. Sick Incentive Plan

1. Employees who do not utilize the sick leave provided for herein will be entitled to one (1) personal day for every six (6) months where they did not utilize sick leave. This includes a scheduled sick day off for a doctor’s appointment.
2. Personal time will be added to the employee’s personal time bank that will occur in the following year.

M. The unit reserves the right to have voluntary donation of sick time to another employee in the event an employee expends all of their sick time, due to extreme circumstances. Once an employee donates sick time to another employee, it is understood that the donating employee is forfeiting those hours. A donating employee must maintain a minimum of 240 hours of sick time before being able to donate to another unit member.

ARTICLE XVII

WORKER'S COMPENSATION

A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform their duties, he/she may be entitled to full pay for a period of up to one (1) year in accordance with the worker's compensation insurance policy offered by the District.

2. If an employee returns to work from injury leave for less than one (1) year, he may return to worker's compensation leave for the same injury for an additional period of time which, when added to the initial period of leave, totals no more than one (1) year.

B. When an employee requests worker's compensation 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 District's Workmen's Compensation carrier. When and if it is finally determined that the injury or illness is not work related and that the employee was not entitled to worker's compensation, the employee shall be denied leave and shall have all time off charged against his or her accumulated sick time and if necessary, against any other accumulated leave time. If the employee leaves the employ of the District prior to reimbursing the District for such advanced time, the employee shall be required to reimburse the District 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 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 Board Administrator so that the District 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 District may reasonably require the employee to present such certificate from time to time.

1. 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.

a. The Board may require, at its sole discretion and subject to HIPAA and/or any other law or regulation, an employee to provide copies of all medical records relevant to the illness or injury at issue, at the Board's expense, to the designated physician. Any requested information shall be provided to the designated physician prior to the examination.

b. Any information provided will be protected subject to the employee's expectation of privacy.

c. The Board shall not unreasonably exercise its prerogative regarding this subject.

2. Any report issued by the designated physician regarding this subject shall be limited to “Fit For Work” or “Unfit For Work”.

F. In the event the Board appointed physician certifies the employee fit to return to duty, Worker’s Compensation benefits granted under this Article shall be terminated, unless the employee’s physician disputes the determination of the Board’s appointed physician. Then the Board and the employee shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the Board and the 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, worker’s compensation benefits granted under this Article shall be terminated.

ARTICLE XVIII

BEREAVEMENT LEAVE

- A. In the event of the death of an employee's spouse, guardian, parent, child or step child, the employee shall be granted Six (6) work days off without loss of pay commencing the day of death. Such leave shall commence the day of the death and continue until completed.

- B. Leave with pay for three (3) working days shall be granted in the case of the death of an employee's brother, sister, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law. Such leave shall commence the day of the death and continue until completed.

- C. Leave with pay for one (1) working day shall be granted in the case of the death of grandparents in law, aunt, uncle, niece and nephew.

- D. The Fire Chief may grant leave without pay for anyone else not included.

- E. If additional time is required, an employee may use accumulated personal, compensatory or vacation time as emergency leave upon approval of the Fire Chief.

- F. An employee will request bereavement leave from the Fire Chief at the earliest practicable time.

- G. Proof of death may be required at the Fire Chief's discretion.

- H. Part-time employees shall be entitled to the same benefits as outlined in A-F.

ARTICLE XIX

MILITARY LEAVE

Military leave shall be granted pursuant to all State and Federal Statues and Regulations.

ARTICLE XX

LEAVE OF ABSENCE

- A. Leave of absence without any pay, in the discretion of the Board, may be granted for good cause to any employee who has completed their probationary period.

- B. Leave of absence can be any specified time period up to a maximum of six months, with the employee being able to request two additional extensions every three months, for up to a total of one year.

- C. During a leave of absence, the Board will not be responsible to provide the employee with the medical or health benefits. However, if the employee wishes that coverage is extended to him during that leave, the Board will provide it but it must be paid by the employee prior to the Board being billed.

ARTICLE XXI

PENSIONS

All employees shall retain all pension rights afforded to them pursuant to applicable retirement systems.

ARTICLE XXII

JOB DESCRIPTION AND DUTIES

A. The job descriptions and duties for all members of this bargaining unit shall be in accordance with each employee's job title as set forth by the New Jersey State Department of Personnel.

B. The Board will maintain on file in the Board office a complete and current Department of Personnel job description for all positions.

C. The Board will supply a copy of the most current job description to an employee when hired and at any time thereafter, if the job description should change.

ARTICLE XXIII

CLOTHING ALLOWANCE

A. The Board will issue to all newly hired employees all uniforms and clothing, which shall consist of the following:

- Four(4) Short sleeve shirts
- Four (4) Long sleeve shirts
- Four (4) pairs of pants
- Two (2) Badges
- One (1) Belt
- One (1) name plate or equivalent
- One (1) Winter/Spring Coat
- Two(2) Footwear: \$150.00 expenditure.

B. Each successive year, each employee shall receive replacement items upon employee request, if in the opinion of the Fire Chief or his designee, an item requires replacement. Replacement items will be ordered within (10) working days. The employee as soon as reasonably possible will receive replacement items that are ordered.

C. Any employee hired after the signing of this contract shall receive a total of six (6) short sleeve, long sleeve, and pants for their first year of employment only.

Article XXIV

TRAVEL EXPENSES

If an employee is required to travel on District Business, the employee shall use an available District vehicle. If no District vehicles are available, the employee shall be reimbursed at the Internal Revenue Service Rate if he or she uses his or her own personal vehicle. The District shall also pay for meals up to and including \$10.00 per meal. Receipts and miles must be presented to the Board's designee for payment. Failure to provide the designee with food receipts, and a start and stop mileage count, shall forfeit the employee's right to any reimbursement.

ARTICLE XXV

HOSPITALIZATION AND MEDICAL BENEFITS

A. The District shall offer employees health insurance coverage through the health plan option(s) offered by the New Jersey State Health Benefits Program (hereinafter “NJSHBP”).

1. Employees hired on or before January 1, 2009 shall have health insurance coverage including dental provided to them and their eligible dependents and no cost to the employee.
2. Employees hired after January 1, 2009, shall be required to pay towards their health insurance coverage provided to them and their eligible dependents based upon the following chart.

1 st year of employment-	10%
2 nd year of employment-	8%
3 rd year of employment-	6%
4 th year of employment-	4%
5 th year of employment-	2%
6 th year of employment-	0%

Employees’ cost share will be prorated on a weekly basis and deducted from the employee’s pay.

3. The prescription plan is offered as provided by NJSHBP.
4. Employees will be reimbursed a maximum of \$300.00 per employee per calendar year for verifiable receipts resulting from eye care. If employee utilizes District Eye Physician, a Purchase Order will be executed upon submittal of properly completed requisition for Direct Payment to be provided to the District Eye Physician for services rendered. Such purchase order shall be submitted to the Finance Department at least one week prior to the scheduled appointment to provide for sufficient time for review and approval, when possible.

B. The District may have the right to change any and all insurance plans and/or carriers so long as equivalent benefits are provided plans and/or carriers so long as equivalent benefits are provided to those provided in the current health programs. The District shall notify the Association (1) when the decision is made to formally evaluate and potentially change insurance coverage. The District shall inform the Labor Management Committee and provide any new carrier’s plan information to the Association as it becomes available; and (2) of the decision to change carriers.

1. If the NJSHBP changes any or all of the currently provided health benefit programs, but not limited to: adding additional health and/or prescription drug program(s), terminating health and/or prescription drug program(s) and/or changing the schedule of benefits of a health and/or prescription drug program(s),

the Association shall not consider this a "right to change" as defined in Section C above. The District shall, however, make every effort to inform the employees of the Association of the changes made by the NJSHBP upon receipt of said information by the NJSHBP program.

- 2. If the District no longer qualifies under the NJSHBP as determined by the NJSHBP, the District shall notify the Association and make every effort to secure new health and/or prescription drug benefit plans with substantially similar benefits to the current health and/or prescription drug benefit programs. The District shall make certain no eligible employee of the Association has any loss of coverage(s).
- C.** An employee shall have the right to "opt out" of the District's available health insurance plans. The employee shall provide the District with proof that he or she is covered by another plan. If the employee chooses to opt out, they shall receive 1/3 of the average cost of the plans offered at their respective tier of coverage i.e., single, parent/child, etc. Payment shall be made in one (1) lump sum during the first pay period of the last month of the premium year. Any employee receiving an opt-out credit understands the amount received is considered taxable income for federal, state and local purposes, where applicable.
- D.** In the event of an employee's separation from the District, hospitalization and medical benefits shall be continued for a period of one (1) month at the District's expense.
- E.** Post-Retirement Medical Benefits.
- 1. Upon retirement an employee with 25 years of service to the Winslow Township Fire District and his/her spouse shall receive the same medical coverage in effect on the date of the employee's retirement and at a co-pay rate of 65% paid by the Fire District and 35% paid by the retiree until the retiree and/or spouse is eligible for Medicare/Medicaid or both at which time the Township shall pay for supplemental coverage plus prescription and dental coverage for the retiree and the spouse as the case may be at the same level of coverage in effect on the date of the employee's retirement. If the retiree is covered by another medical insurer, the Township coverage shall terminate. There is included an option for the retiree to purchase medical coverage at 100% for children that have not gone beyond the age of coverage.
 - 2. Upon retirement an employee who has reached the age of 62 years or older with at least 20 years of service with the Fire District, and his/her spouse, shall receive the same medical coverage in effect on the date of the employee's retirement, at a co-pay rate of 55% paid by the Fire District and 45% paid by the retiree. The coverage shall cease for the retiree and spouse when the retiree becomes eligible for Medicare/Medicaid or both, and any and all supplemental coverage payments for which the Fire District is responsible to pay on behalf of the retiree shall cease at that time. This provision applies only to those employees who choose to retire under the terms of this subsection.

3. The Fire District shall establish bankable retainer fund to provide a retiree with the funds to be used exclusively for the payment of the retiree's required health insurance co-payment obligation. The deductions from the fund shall be pre-tax dollars, and without interest. Employees who forego the payment of their accumulated sick leave, pursuant to this contract, may, upon retirement, include the one-hundred (100%) percent value of all their accumulated sick leave in a bankable retainer, up to a maximum of \$50,000.00 The bankable retainer can be supplemented by deferring all or a port of the employee's other leave payments allowed for in this contract, if any. In the event of the death of a retired employee before the exhaustion of his/her bankable retainer fund, the remaining balance may be used by the retired employee's spouse to pay for COBRA benefits through the Fire District; however, any remaining balance will NOT be paid out in cash.

ARTICLE XXVI

SAFETY CLAUSE

There will be a committee, appointed by the President of the Association, which will be permitted to offer in writing any information approved by the Association to the Fire Chief relating to matters of safety.

ARTICLE XXVII

PROMOTIONS

All promotions will be made in accordance with State of New Jersey, Department of Personnel regulations.

ARTICLE XXVIII

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, and may be used for evaluation purposes by the Fire Chief, Business Administrator or Board, or a designee, unless otherwise required by law.

- B. Upon advanced written notice and at reasonable times, any employee may review his or her personnel file. However, this appointment for review must be made through the Business Administrator.

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

- D. When an employee rebuts and is found innocent of said complaint, the written complaint must be removed from the employee's file, and any and all other files within five (5) working days.

- E. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed therefrom except as provided in Section D above or by mutual agreement.

- F. Maintenance of personnel files will be in accordance with New Jersey Law.

ARTICLE XXIX

SEVERABILITY AND SAVINGS

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 the 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.

ARTICLE XXX

MAINTENANCE OF BENEFITS

A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the terms of this Agreement.

B. All rights, privileges, and working conditions enjoyed by the employees, beginning on the effective date of this Agreement, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement, unless changed by mutual consent.

ARTICLE XXXI

LIMITED LIGHT DUTY

The Local and District agree to the District's authority to assign employees to limited duty assignments and establish procedures for limited duty to eligible employees.

Limited duty assignments, when available, are for employees who, because of injury, illness or disability, are temporarily unable to perform their regular assignments but who are capable of performing alternative duty assignments. Light duty provides a work option for employees who may otherwise risk their health and safety or the safety of others by remaining on duty when physically or mentally unfit for their regular assignment. Eligible employees will be given a reasonable opportunity to work in temporary light duty assignments where available and consistent with this agreement.

GENERAL PROVISIONS:

1. No specific position shall be established for use as a limited duty assignment, nor shall any existing position be designated or used exclusively for employees on temporary light duty.

2. Limited duty assignments are strictly temporary and normally will not exceed six (6) months in duration. After six (6) months, employees on temporary light duty who are not capable of returning to their original duty assignment shall:

- a. present a request for extension of temporary light duty, with supporting documentation, to the Board designee.
- b. pursue other options as provided by federal and state law.

However, there is no guarantee the limited duty assignment will be extended.

3. Employees on limited light duty are prohibited from engaging in outside employment.

4. Decisions on limited duty assignments shall be based upon the availability of an appropriate assignment given the applicant's knowledge, skills and abilities; availability of limited duty assignments; and the physical limitations imposed on the employee.

REQUEST FOR AND ASSIGNMENT TO TEMPORARY LIGHT DUTY:

1. Request for temporary light-duty assignments shall be submitted to the Board of Commissioners. Requests must be accompanied by a statement of medical certification to support a requested reassignment, which must be signed by the treating physician. The request must include an assessment of the nature and probable duration of the disability, prognosis for recovery, nature of work restrictions and an acknowledgment by the health care provider of familiarity with the light-duty assignment and the fact that the employee can physically assume the duties involved.

2. The request for limited duty and the physician's statement shall be forwarded to the District's physician, who shall make a recommendation regarding the assignment to the District.
3. As a condition of continued assignment to limited duty, employees shall be required to submit to physical assessments of their condition as specified by the Director or other designee.
4. Requests to continue a limited duty assignment after the initial six-month period may be approved solely at the discretion of the Board of Commissioners. The District may request additional medical evaluations at any time during this period for any reason.
5. Employees absent due to a work-connected injury eligible for Worker's Compensation shall have priority for limited duty assignment. Other employees working limited duty assignments may have such assignments terminated by the District to give limited duty assignments to employees absent due to a work-connected injury eligible for Worker's Compensation. Such decisions shall be at the sole discretion of the District.

ARTICLE XXXII

FAMILY MEDICAL LEAVE ACT

The District and Association agree that employees will be entitled to leave consistent with the New Jersey and Federal Family and Medical Leave Acts upon submitting written requests for same to the Fire Chief.

ARTICLE XXXIII

JURY DUTY

All employees shall be granted time off without loss of pay, vacation time or other compensatory time for jury duty. The employee must be scheduled to work in order to receive administrative leave for jury duty.

ARTICLE XXXIV

EMERGENCY LEAVE

Employees shall be granted emergency leave for a bona fide emergency situation that requires their release or absence from work. All emergency leave will be charged, at the employee's option, against the employee's vacation, personal or compensatory time balance. The Board reserves the right to require proof of the emergency if it believes the employee is abusing emergency leave, including but not limited to notes from school principals or teachers or nurses, family member's employer, etc.

ARTICLE XXXV

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues that were or could have been the subject of negotiations.

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

This Agreement shall not be modified in whole or in part by the parties except only by an instrument, in writing, executed by both parties.

It is the intent of the parties that the provisions of this Agreement will supersede all agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Board and the Association, for the life of this Agreement, hereby waive any rights to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

ARTICLE XXXVI

SUPERSEDING CLAUSE

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

ARTICLE XXXVII

NEW JERSEY STATE DISABILITY BENEFITS PROGRAM

1. The Board of Fire Commissioners, by approval of this agreement, shall elect voluntary temporary disability insurance coverage under the State Plan effective January 1, 2007 by filing written notice of such election with the State of New Jersey, Department of Labor, Division of Employer Accounts. This coverage shall be applicable to all employees of the Board who are deemed under law to be covered by the New Jersey Unemployment Law.

2. The cost of obtaining this coverage is by law, divided between the employer and the employee. For example, for the period January 1, 2002 through June 30, 2002, the employer contribution rate was one half of one percent of the taxable wages paid (subject to a taxable wage base).

3. All employees subject to this agreement, and all other District employees, must agree to make contribution toward financing to ensure the Board's inclusion in the Temporary Disability Benefits program.

All employees subject to this agreement consent to the contribution to the program and do hereby authorize the Board to take deductions from their salary as provided by law to ensure participation in the program.

ARTICLE XXXVIII

COMMUNICABLE DISEASES

- A.** The Fire Chief or designee shall maintain a separate file to be known as the "Communicable Disease File" in which employees that come in contact with with communicable diseases and their body fluids shall be recorded in the C.D.F. at the completion of each instance. It shall be the employee's responsibility to notify the Fire Chief in charge and initial the completed C.D.F. form.

- B.** If the employee is diagnosed with but not limited to the AIDS Virus or any other communicable disease, Cancers, heart disease and pulmonary disorders, the C.D.F. form shall establish a rebuttal presumption that the employee is eligible for worker's compensation pursuant to Article .

ARTICLE XXXIX

DURATION, TERM AND RENEWAL

THIS AGREEMENT shall be effective January 1, 2009 and shall remain in full force and effect through December 31, 2013. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, before one hundred twenty (120) calendar days prior to the termination date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) calendar days prior to the termination date. This Agreement shall remain in full force and effect during the period of negotiations.

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

BOARD OF FIRE COMMISSIONERS
WINSLOW TOWNSHIP FIRE DISTRICT #1

I.A.F.F. LOCAL 3249
AFL -CIO

By:

By:

WITNESS:

WITNESS: