

AGREEMENT BETWEEN
THE BOROUGH OF COLLINGSWOOD
AND
CAREER FIRE FIGHTERS OF COLLINGSWOOD
FMBA LOCAL 108
FOR THE YEARS
2007-2010

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	PREAMBLE	3
II	LEGAL REFERENCE	4
III	RECOGNITION	5
IV	EMPLOYEE RIGHTS AND PRIVILEGES	6
V	MANAGEMENT RIGHTS	7
VI	GRIEVANCE PROCEDURE	9
VII	DUES CHECK OFF	12
VIII	REPRESENTATIVES	14
IX	WORK WEEK	15
X	COMPENSATION	17
XI	RETROACTIVE PAY	19
XII	LONGEVITY	20
XIII	PERSONNEL	21
XIV	VACATION	22
XV	HOLIDAYS	23
XVI	SICK LEAVE	24
XVII	BEREAVEMENT LEAVE	25
XVIII	MILITARY LEAVE	26
XIX	LEAVE OF ABSENCE	27
XX	RETIREMENT, SEPARATION OR DEATH	28
XXI	LEAVE HOSPITALIZATION AND MEDICAL BENEFITS	30
XXII	PENSIONS	31
XXIII	CLOTHING & UNIFORM ALLOWANCE & MAINT.	32
XXIV	TRAINING	34
XXV	PERSONNEL RECORDS	35
XXVI	BULLETIN BOARD	36
XVII	SEPARABILITY	37
XXVIII	FULLY BARGAINED PROVISIONS	38
XXIX	DRUG TESTING POLICY	39
XXX	COURT AND DEPOSITIONS	40
XXXI	LEGAL AID	41
XXXII	COMMUNICABLE DISEASE	42
XXXIII	DURATION, TERM AND RENEWAL	43

ARTICLE I

PREAMBLE

This Agreement, entered into this day__ of _ 2007, by and between the Borough of Collingswood, hereinafter referred to as the Employer and the members of the Career Firefighters of Collingswood, FMBA Local 108 hereinafter referred to as the Association or Local, has as its purpose the promotion of harmonious relations between the Borough and the Career Firefighters of Collingswood, FMBA Local 108, the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work, and other conditions of employment and represents the complete and final understanding of the Rules and Regulations of the Borough of Collingswood.

ARTICLE II

LEGAL REFERENCE

Nothing contained in this agreement shall alter the authority conferred in by Law, Ordinance, Resolution, or Administrative code, and the Borough's Department Rules and regulations upon any Borough Official or in any way abridge or reduce such authority.

This agreement shall be construed as requiring both the Employer and the employees to follow the terms contained herein, to the extent that they are applicable in the exercise of the responsibilities conferred upon them by Law. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under any other applicable laws and regulations. The rights granted to Employees hereunder shall be deemed to be in addition to those provided elsewhere.

If any provision of this agreement or any application of this agreement to any Employee or group of employees is held to be contrary to law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, however, all other provisions or applications shall continue in full force and effect. The provisions of this agreement shall be subject and subordinate to and shall not annul or modify existing applicable provisions of State and Local Laws except as such particular provisions of this contract modify existing Local Laws.

ARTICLE III

RECOGNITION

The Borough of Collingswood hereby recognizes the Career Firefighters of Collingswood, FMBA Local 108 as the exclusive majority representative for all Permanent Firefighters employed by Borough's Fire Department.

The Borough further recognizes the departmental representatives of the Association are to act as a liaison between the Firefighters and the Borough in all matters pertaining to hours of work, wages, and working conditions and said departmental representatives of the Association, hereinafter referred to as representatives shall be free to meet with authorized representatives of the Borough.

ARTICLE IV

EMPLOYEES RIGHTS AND PRIVILEGES

1. 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.
2. An employee whose actions may give rise to charges by the Borough or any agent or representative thereof, either disciplinary or criminal, shall be advised prior to any hearing in writing.
3. 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.
4. No employee shall be disciplined, reduced in rank or compensation without just cause. Any such action asserted by the Borough or any agent or representative thereof shall not be made public and shall be subject to the grievance procedure herein set forth.
5. Whenever an employee is required to appear before the Fire Chief or Borough Commissioners, or Borough representative for a hearing concerning any matter which could adversely affect the continuation of that employee in their position, employment, or the salary or any increments pertaining thereto, then they shall be given prior written notice of the reasons for such hearing, and shall be entitled to have a representative of the Local present to advise them and represent them during such hearing.
6. An employee whose actions may give rise to charges by the Borough or any agent or representative thereof, either disciplinary or criminal, shall be advised prior to any hearing in writing.

ARTICLE V

MANAGEMENT RIGHTS

The Borough of Collingswood Board of Commissioners hereby retain and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

The Executive Management Administrative control of the Borough government and its properties and facilities and 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 Borough.

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

The right of management to make, maintain, and amend 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 10 days advance notice to the Employees, to required compliance by the Employees, as recognized.

To hire all Employees and subject to the provisions of to determine their qualifications and conditions of continued employment or assignment and to promote and transfer employees.

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

To layoff Employees in the event of lack of work or funds or under conditions where continuation of such work should be inefficient or nonproductive.

The Borough reserves the right with regard to all other conditions of employment not reserved, to make such changes, as it deems desirable and necessary for the efficiency and effective operation of the Department.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules and regulations, and practices and the furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only to the specific express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities, and authority under S.S. 40A, or any other National, State, County of Local Laws or Regulations.

ARTICLE VI

GRIEVANCE PROCEDURE

Purpose

- A. The purpose of this procedure is to secure, as the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this agreement.
- B. 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 Borough staff.
- C. 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 lawful or appropriate or other statutory or legal remedies.

Definition

The term "grievance" means any controversy arising over the interpretation, application, or alleged violation of policies, procedures, agreements and administrative decisions affecting the terms and conditions of employment and shall be raised by the Association on behalf of an individual or group of employees.

Steps of the Grievance Procedure

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

Step One

The Association, on behalf of an aggrieved employee or employees shall institute action under the provisions hereof within Thirty (30) calendar days of the occurrence of the event, giving rise to the grievance. Action shall be instituted by filing a grievance with the Fire Chief with request that the Fire Chief investigate and resolve same. If a resolution of the grievance has

not been reached within fifteen (15) working days of the submission to the Fire Chief, the grievance may proceed to Step Two.

Step Two

A. In the event a satisfactory settlement has not been reached at Step One, the Association may, within ten (10) calendar days, file the written grievance with the Borough Administrator. The written grievance at this step shall contain the relevant facts, the applicable section of the agreement allegedly violated, the remedy requested by the Association on behalf of the grievant. The Association shall have the right to expand its written submission at any step of the grievance procedure.

B. The Borough Administrator or the Borough Administrator's designee shall review the matter and make a written determination within ten (10) calendar days from the receipt of the written grievance.

Step Three

In the event the grievance has not been resolved at Step Two, Association may, within ten (10) calendar days, file the grievance with the Borough Commissioners. The Borough Commissioners shall review the matter and make a written determination within thirty (30) Calendar days from the receipt of the written grievance.

Step Four

A. In the event the grievance has not been resolved at Step Three, the Association may, within thirty (30) calendar days of the Borough Commissioners decision, request arbitration. The arbitrator shall be chosen in accordance with the rules of Public Employment Relations Commission (PERC).

B. However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by Borough Commissioners.

Arbitration

A. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts relative to the grievance that are presented. In formulating their decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United State 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.

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

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

Group Grievances

Group grievances, which shall be defined as those affecting "substantially" all of the members the Association shall be filed by the Association, and the Association only.

ARTICLE VII

DUES CHECK OFF

1. The Borough 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: 14-15,93, as amended.
2. Checkoff shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by a representative of the Borough, during the month following the filing of such card with the Borough.
3. If during the lifetime of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Borough with written notice thirty (30) days prior to the effective date of such change and shall furnish the Borough with new authorizations from its numbers showing the authorized deduction for each employee, or an official notification on the letterhead of the Association advising of such changed deduction.
4. The Association will provide the necessary "Checkoff Authorization" form, and the Association will secure the signatures of its members on the forms and deliver the signed forms to Borough.
5. Any such written authorization may be withdrawn at any time by the filing of such withdrawal with the Borough. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9c, as amended.
6. All employees benefiting from the bargaining unit who are not members of the association shall be required to pay a representation fee in lieu of dues for services rendered by the association.
7. The representation fee shall be in the amount equivalent to the regular membership dues, initiation fees and assessments charged by the association to its own members, less the cost of benefits financed through dues and availability only to members of the association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

8. The association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the association.
9. The association shall be entitled to the representation fee only if membership is available to all employees on an equal basis; and that nothing herein shall be deemed to require any employee to become a member of the association.

ARTICLE VIII

REPRESENTATIVES

1. An aggregate of two (2) representatives shall be elected/appointed by the President of the Association each year to represent the Association in grievances with the Employer. The Association shall notify the Borough, in writing, as to the identity of these two (2) elected/appointed representatives before they are actually assigned by the Association to proceed with an investigation into particular matter.
2. These two (2) representatives shall suffer no loss of regular pay or compensatory time while processing grievances.
3. The Borough shall grant the Association reasonable use of the Employer's facilities and equipment for the purpose of conducting Association business in reference to contract negotiations. The Association will hold all responsibility for and all damage to the Employer's facilities and equipment may take place at that time.
4. The Borough agrees to grant time without loss of regular straight time pay to the Executive Delegate and the President of the Association for the purpose of attending the regularly scheduled meetings of the State Association provided that at least seventy-two (72) hours written notice is given to the chief. This shall be provided that no more one scheduled employee is off for this purpose. The Association shall designate, at the beginning of each year the Executive Delegate and the President. It is specifically understood that the employee designated under this section shall switch tours in order to receive pay for the purpose of attending said meetings; and it is also understood that if any meetings occur on a non-scheduled period the employee will receive no pay. It is provided further that the granting of such leave shall not interfere with the operation of the Department. The numbers of meetings shall not exceed one (1) per month and provided six (6) firefighters remain on duty.
5. The Borough agrees to grant time off for conventions pursuant to N.J.S.A. 40A: 14-177; with the Executive Delegate and the President being off for four (4) days, (total time of the convention meetings), or their alternates.

ARTICLE IX

WORK WEEK

The regular duty schedule will provide a basic workweek of seventy-two (72) hours per week. The employee shall perform his/her duties, as per department guidelines, during each duty tour.

24-Hour Shift: (0800 HOURS TO 0800 HOURS)

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

Straight Day Shift: (0800 HOURS TO 1700 HOURS) - 5 DAYS.

When a Firefighter works six (6) consecutive days, he/she shall be granted eighty-seven (87) hours off. When a Firefighter works five (5) consecutive days, he shall be granted sixty-three (63) hours off. When this is not possible, compensatory time will be granted as above.

1. All Firefighters are expected to assist any other department in the Borough in an emergency situation, under the direction of the Director of Public Safety and/or the Fire Chief.
2. Employees required to work in excess of their regular shift, with the approval or at the request of the Borough or its designee, shall be afforded pay or compensatory time, at the employee's choice, as compensation computed at a rate of time and one half (1 1/2).

3. The Borough or its designee may recall employees to duty for overtime. Employees recalled to duty shall be compensated for such recall by pay or compensatory time, at the employee's choice, computed at a rate of time and one half 1 (1/2). Employees shall be compensated a minimum of two (2) hour, regardless of actual time recalled to duty.
4. Employees shall be entitled to utilize earned and/or accumulated compensatory time at any date(s) of his/her election with the approval of the Fire Chief. Approval shall be based on staffing requirements and prior time off requests made for said dates and availability of manpower to cover said shifts.
5. Compensatory and holiday time that is not used within the calendar year shall accumulate to the employees' credit from year to year. Employees shall have the option to sell back unused accrued compensatory and/or holiday time, up to but not exceeding 54 hours in years 2007 & 2008, and 63 hours in 2009 & 2010, for cash payment. Payment shall be made at the first pay in November of each year.

ARTICLE X

COMPENSATION

1. It is acknowledged by and between the parties that the regular salary for the Firefighters is as follows:

A.

	2007	2008	2009	2010
Step 1	\$38,838	\$40,294	\$41,805	\$43,373
Step 2	\$42,297	\$43,883	\$45,529	\$47,236
Step 3	\$45,433	\$47,137	\$48,905	\$50,739
Step 4	\$48,002	\$49,802	\$51,670	\$53,608
Step 5	\$50,559	\$52,455	\$54,422	\$56,463
Step 6	\$53,220	\$55,216	\$57,287	\$59,435
Step 7	\$57,708	\$59,872	\$62,117	\$64,446
Step 8	\$58,991	\$61,203	\$63,498	\$65,879

- B. Any Firefighter acting as a Shift Lieutenant shall receive a ten (10) percent differential above full salary Firefighter
- C. Any Firefighter acting, as a Shift Lieutenant on a temporary basis shall be paid differential of (10) percent for the shift worked.
- D. Any firefighter who works between 1700 hours and 0800 hours shall be eligible for a shift differential as follows:

2007 – 2% 2008 – 3% 2009 – 4% 2010 – 5%

2. The Borough agrees to pay the above salaries to the Firefighters on a biweekly basis, providing all Borough of Collingswood Employees are paid in the same manner.
3. All movement on the compensation guide in effect at the time shall be on the employee's calendar each year as set forth by this agreement.

ARTICLE XI

RETROACTIVE PAY

It is understood and agreed by all parties to this Agreement that all provisions referred to in this Agreement will be retroactive to January 1,2007. When this contract has been settled and signed by all parties, all salaries will be adjusted to the current rate of this contract and all monies due will be paid to all employees within thirty (30) days of said signing.

ARTICLE XII

LONGEVITY

1. All bargaining unit employees shall be entitled to longevity payments as follows:

<u>Years of Service</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
5 – 7	3.50%	4.00%	4.75%	5.00%
8 – 11	6.00%	7.00%	7.25%	7.5%
12 – 14	7.00%	8.00%	8.25%	8.50%
15 – 19	8.00%	8.50%	8.75%	9.00%
20 – 24	8.75%	9.00%	9.25%	9.50%
25 & up	9.00%	9.25%	9.50%	9.75%

2. Any employee hired after 1/1/1999 shall receive a capped longevity rate as follows:
- A. One year (1) through five (5) years of service shall receive \$750.00
 - B. Six years (6) through ten (10) years of service shall receive \$1250.00
 - C. Eleven years (11) through fifteen years (15) of service shall receive \$1,500.00
 - D. Sixteen years (16) through twenty years (20) of service shall receive \$1,750.00
 - E. Twenty years (20) of service and up shall be \$2,000.00
3. Said longevity payments shall be added the employee's annual base salary for pension only, payable in bi-weekly increments together with said salary.
4. If an employee leaves the service of the Borough prior to December 1st of the current year, longevity will be based on his/her length of service as of December 1st of the current year, prorated and paid at the time of separation.

ARTICLE XIII

PERSONNEL

The Collingswood Fire Department shall have a minimum of seventeen (17) personnel, to include Firefighter/EMT's, Officers, and a Chief. Per shift, there shall be a minimum of four- (4) Firefighter/EMT's, Officers, and a Chief, or any combination of these, on duty 24 hours a day.

ARTICLE XIV

VACATION

1. Each employee shall be entitled to annual vacation leave with pay in accordance with the following schedule:
 - A. Commencing with the seventh (7) month through the first (1) year, fifty-four (54) hours of vacation time.
 - B. Commencing with the second (2) year through the fourth (4) year inclusive, one hundred and eight (108) hours of vacation time.
 - C. Commencing with the fifth (5) year through the eighth (8) year inclusive, one hundred twenty-six (126) hours of vacation time.
 - D. Commencing with the ninth (9) year through the tenth (10) year inclusive, one hundred thirty-five (135) hours of vacation time.
 - E. Commencing with the eleventh (11) year through the twelfth (12) year inclusive, one hundred forty-four (144) hours of vacation time.
 - F. Commencing with the thirteenth (13) year through the fourteenth (14) year inconclusive, one hundred sixty-two (162) hours of vacation time.
 - G. Commencing with the fifteenth (15) year and every year thereafter, two hundred sixteen (216) hours of vacation time.
2. Vacation scheduling will be the responsibility of the Fire Chief and shall be granted upon request with priority of dates according to seniority.
3. Vacation time not used will be prorated for the current year and paid to any Firefighter who is retiring or resigning, in good standing, and will be a part of his final paycheck.
4. Vacation time shall be determined by length of employment as of date of hire.

ARTICLE XV

HOLIDAYS

1. Each Firefighter covered under this contract shall receive a total of 144 hours of holiday time added to the yearly schedule at the time the schedule is prepared.
2. Day work is equal to nine (9) hours off. Night work is equal to fifteen (15) hours off.
3. Any employee leaving the Borough employment during the course of the year shall be entitled to be paid for the holidays accrued, less any holiday time taken.

ARTICLE XVI

SICK LEAVE

1. Employees of this bargaining unit shall be entitled to up to one calendar year sick leave.
2. Sick leave is defined as a temporary inability to perform one's duty by reason of personal injury, illness or disease.
3. Sick leave shall not be charged to the employee when the Borough is reimbursed for the employees salary by Workman's Compensation.
4.
 - A. Each employee shall accumulate seven days per year incentive to be received when the employee does not utilize any sick leave during a calendar year.
 - B. Employees utilizing sick leave will have the duration of the utilized sick leave deducted from their incentive for the year the leave is taken. The incentive will be charged until the seven days incentive for the year the leave is taken is exhausted.
 - C. Accumulated incentive days from previous calendar years will not be charged in cases when an employee exhausts their incentive days.
5. Employees shall, upon separation, death or retirement, receive cash payment for all accumulated incentive days. Said payment shall be made with the employee's final pay Payment will be made at the rate of pay being received at the time of the separation, death or retirement.
6. Request for sick leave shall be at the discretion of the Fire Chief or his designee.
7. No reasonable employee request for sick leave shall be denied.
8. An employee shall be required to furnish a Doctor's Certificate to substantiate a request for approval of sick leave when leave exceeds 3 consecutive work days. At any time, the Borough reserves the right to send employee to visit the Borough physician.

ARTICLE XVII

BEREAVEMENT LEAVE

In the event of death in the Employee's immediate family, the Employee shall be granted time off without loss of pay for six (6) consecutive calendar days.

The term "immediate family" shall include, Mother, Father, Mother-in-Law, Father-in-Law, Spouse, Children, Foster Children, and Stepchildren.

Employees will also be excused five (5) days without loss of pay if death occurs to any of the following relatives: Sister, Brother, Step – Mother/Father.

Employees will also be excused three (3) days without loss of pay if death occurs to any of the following relatives: son-in Law, daughter-in-law, Sister-in-Law, or Brother-in-Law, Grandmother or Grandfather, and Grandchild.

Employees will also be excused one (1) day without loss of pay if death occurs to any of the following relatives: Aunt, Uncle, niece and nephew.

Bereavement leaves maybe extended for sufficient cause at the discretion of the Borough or its designee.

ARTICLE XVIII

MILITARY LEAVE

1. Military leave shall be granted pursuant to State and Federal Statutes and Regulations.

ARTICLE XIX

LEAVE OF ABSENCE

1. Leave of Absence without pay shall be granted for good cause to any employee who has been employed for a period of ninety (90) days.
2. Any leave of absence may be extended by the Borough but, not any period to exceed more than one (1) year when added to previously granted leave of absence.
3. During an employee's leave of absence, the Borough will not be responsible to provide the said employee benefits. However, if the employee wishes Health and Dental coverage to be extended to him/her during that leave, the Borough will provide said coverage. The fee for the coverage must be reimbursed by the employee when the Borough is being billed.
4. No reasonable leave of absence request will be denied without good cause.
5. A denied leave may be appealed through the grievance process in Article VI

ARTICLE XX

RETIREMENT, SEPARATION OR DEATH

1. Employees shall retain all pension rights available to them under the applicable laws of the State of New Jersey and the ordinances of the Borough of Collingswood.
2. Employees retiring after twenty-five 25 years of service pursuant to N.J.S.A. 43:16A-11.1 or as a result of a disability pension, whether work related or not, shall be paid for all accumulated holidays, accumulated compensatory time, vacation, sick leave days, personal leave days as provided in this Agreement. Said payments shall be computed at the rate of pay and prorated at the time of his/her retirement based upon the base annual compensation. Said payment shall be made within thirty (30) days of retirement.
3. In the event of an employee's death, his/her estate or legal representative shall be paid for all accumulated holidays, accumulated compensatory time, vacation, sick leave days, personal leave days as provided in this Agreement. Payments shall be made at the employees rate of pay and prorated at the time of his/her death. Said payment shall be made within thirty (30) days of the employees death.
4. In the event of an employee's separation or termination from service for any reason not set forth in sections 2 & 3 above, all accumulated holidays, accumulated compensatory time, vacation, sick leave days, personal leave days shall be paid to the employee, at the employees rate of pay and prorated, at the time of separation. Said payment shall be paid in one lump sum. Payment shall immediately follow the separation or termination.
5. 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, personal leave days shall be prorated.
6. For benefits payable in the then current year in all cases where the employee died while in the line of duty, all holiday, vacation, sick leave days, personal leave days accrued shall be payable to the employee's estate or legal representative. Payment for accrued time shall be made within thirty days (30) days of the employees death.
7. Separation shall be defined as a permanent cessation of employment but shall not be deemed to include temporary leaves of absence, vacations, or other temporary leaves.

8. An employee who has been terminated shall receive payment for all unused accrued time such as, accumulated compensatory time, holiday, vacation, and personal, and sick time. Payment shall be computed at the prevailing salary rate at the time of termination and pro-rated. Said payment shall be paid to said employee(s) within thirty (30) days of termination.
9. Death in the Line of Duty – “If a firefighter dies in the line of duty as determined by New Jersey State Law, the surviving spouse and dependents shall be covered by medical benefits until his/her status in life changes (remarried, employment, etc.) or for seven (7) years, whichever is first.”

ARTICLE XXI

HOSPITALIZATION AND MEDICAL BENEFITS

1. All health benefits currently provided to employees and their families by the Borough shall be retained and remain in full force and effect during the term of this Agreement. Any changes in the current plans must be negotiated with both parties. The employees shall not have any reduction in their current coverage.
2. Upon retirement, an employee with twenty-five (25) years of service in the State Pension System will be entitled to fully paid health and dental plan benefits for the retiree, spouse and eligible children for the life the retiree.

Co-Pays are as follows:

Prescription

HMO

\$10 – Generic
\$15 – Name Brand
\$35 – Formulary

PPO

\$10 – Generic
\$20 – Name Brand
\$35 – Formulary

Medical

<u>HMO</u>	<u>PPO</u>
\$15.00	\$20.00

ARTICLE XXII

PENSIONS

1. All employees shall retain all pension rights afforded to them under the Police and Firefighters Retirement System.

ARTICLE XXIII

CLOTHING AND UNIFORM ALLOWANCE AND MAINTENANCE

1. The Borough will issue to all newly hired employees all uniforms and turnout gear according to the clothing allowance as set forth below. All clothing shall meet N.F.P.A. and O.S.H.A. requirements.
2. Each successive year, every employee will receive replacement items if, in the opinion of the Fire Chief, an item requires replacement.
3. The Borough will be responsible for the cost of changes in uniform and turnout gear, required by law, and replacing any turnout gear damaged or contaminated in the line of duty.
4. When working in and around stations and grounds, the uniform shirt may be removed (but employee must wear department issued undershirts). The Fire Chief shall determine the proper uniform for the work being performed.
5. Each Firefighter shall receive \$585.00 for 2007, \$600.00 for 2008, \$615.00 for 2009, and \$630.00 for 2010 to maintain or buy other personal equipment used by Firefighters. He shall receive the following: three (3) pair of pants, three (3) shirts (short sleeve) and three (3) shirts (long sleeve) and (6) 100% cotton "Collingswood Fire Department" issued tee shirts.
6. The checks shall be issued in separate check within thirty (30) days of passage of the current year's budget.
7. Firefighters and Shift Officers shall receive the following dress uniform articles at the completion of their probation period:
 - 1 pair dress pants
 - 1 long sleeve dress shirt
 - 1 short sleeve dress shirt
 - 1 dress blouse/jacket
 - 1 garrison belt
 - 1 bell cap
 - 2 breast badges (1 jacket size, 1 shirt size)
 - 1 black tie
 - 1 tie clip

1 name badge with “serving since” undertag
1 pair scramble collar brass (silver/fire fighter & blue/shift officer)

8. Gear- Starting in 2007, two sets of running gear will be replaced per year on a rotation basis.
9. Boots – The Borough will contribute the amount it pays for rubber boots towards the purchase of leather boots by employees who desire to purchase them, limited to one pair every five years.
10. Names – Names will be sewn on the back using Velcro to all members running Gear.

ARTICLE XXIV

TRAINING

Whenever the Fire Chief requires schooling or training, any duty member that is attending the school/training and any member that covers for on duty personnel shall receive compensation at the rate of one and a half times his regular rate each hour worked. Employees shall have the option of selecting compensatory time off in lieu of payment. Said time shall be credited at one and one half hours for each hour worked.

The time will be returned at the discretion of the Fire Chief, schedule permitting, upon successful completion of the course.

CEU Compensation:

Annual License Incentive: Any employee who obtains and keeps current their Fire Inspector, Fire Official, Fire Sub-Code Official or Fire Instructor license/certification shall receive a \$300.00 check for each license/certification at the time of the renewal of the license.

All courses must be pre-approved by the Chief of the department.

The Borough will reimburse any employee, college tuition cost for any class that is required to obtain a Fire, EMS, or Public Administration degree or certificate as long as a "C" average or better is achieved. Any non-fire related courses costs shall be returned to the Borough should the employee leave the Borough's employment within five (5) years of the completion of said course(s) with the exception of retirement, death or disability. The Chief of the Department prior to attendance must approve said course(s).

ARTICLE XXV

PERSONNEL RECORDS

1. 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 Borough or its designee.
2. Upon advance notice and at reasonable times, any employee reviews his/her personnel file. However, this appointment for review must be made through the Fire Chief or his designee.
3. 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/her and he/she shall be given the opportunity to rebut the complaint if he/she so desires.
4. All personnel files will be carefully maintained and safeguarded permanently. Nothing placed in any files shall be removed.
5. Maintenance of personnel files will be in accordance with Archive Laws of the State of New Jersey.

ARTICLE XXVI

BULLETIN BOARD

1. The Borough agrees to supply eight (8) square feet of bulletin board space, within an area accessible to all bargaining unit employees to be exclusively for the use of the Career Fire Fighters of Collingswood FMBA Local 108.

ARTICLE XXVII

SEPARABILITY

Each and every clause of this agreement shall be deemed separate from each and every other clause, to the extent that in the event of any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses, only to the extent that any may be in violation, shall be deemed of no force and effect and non-enforceable without impairing the validity and enforceability of the rest of the agreement, including any and all provisions on the remainder of any clause, sentence, or paragraph in which offending language may appear.

ARTICLE XXVIII

FULLY BARGAINED PROVISIONS

1. 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 XXIX

DRUG TESTING POLICY

1. The members agree to participate in a mutually agreed drug testing policy between the membership and the Borough of Collingswood.
2. Any changes to the drug testing policy shall be negotiated through the membership

ARTICLE XXX

COURT OR DEPOSITIONS

Any time an employee has to attend court or any deposition when scheduled off they shall be compensated as follows: \$100 in 2007, \$105 in 2008, \$110 in 2009, \$115 in 2010; if the employee is there for more than two (2) hours the employee shall be compensated at one an one-half time their current salary for the time spent at the court or deposition.

ARTICLE XXXI

LEGAL AID

- A. In Civil Actions, the Borough agrees to defend and to satisfy any judgment, which may be rendered against any employee for the action arising out of his employment with the Borough.
- B. The Borough will comply with N.J.S.A. 40A: 14-155 with respect to defense of employees in action or legal proceedings arising out of or incidental to the performance of his duties.
- C. In the event an employee is paid for cost of his defense, pertaining to a charge arising from the performance of his duties, under N.J.S.A. 40A: 14-155, the “cost of defense” shall be deemed to include filing fees.

ARTICLE XXXII

COMMUNICABLE DISEASE

Any employee who shall suffer from a serious communicable disease shall be treated with a rebuttable presumption that the disease was contracted on the job. Incident or investigation reports shall be used to validate or challenge such claims.

ARTICLE XXXIII

DURATION, TERM AND RENEWAL

1. This Agreement shall be effective _____ and shall remain in full force and in effect January 1, 2007 through December 31, 2010 without any reopening date. This agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing no sooner than one hundred and fifty 150 days nor no later than one hundred and twenty 120 days prior to the expiration of this agreement of a desire to change, modify, or terminate this agreement.

IN WITNESS WHEREOF, the parties have hereto their hands and seals at the Borough of Collingswood, New Jersey on this _____ day of _____,

BOROUGH OF COLLINGSWOOD

FMBA Local 108

