

PROFESSIONAL FIREFIGHTERS OF



COLLINGSWOOD LOCAL 108
CAMDEN COUNTY, NEW JERSEY

Memo

To: Bradford C. Stokes, Borough Administrator
From: Steve Reustle, President FMBA Local 108
CC: John Amet, Fire Chief
Date: 3/18/2011
Re: Tentative Agreement of Collective Bargaining Agreement for the year 2011

The members of FMBA Local 108 and the Borough agree with the attached changes to the Collective Bargaining for the year 2011.

Bradford C. Stokes, Administrator
Borough of Collingswood

Date

Stephen M. Reustle, President
FMBA Local 108

Date

Collingswood Firefighters FMBA Local 108

3/18/2011 Agreement

A. Contract Term

1/7/2011 Borough Counter: One year

3/15/2011 FMBA agrees and accepts the Borough's proposal

B. ARTICLE IV EMPLOYEES RIGHTS AND PRIVILEGES

1/7/2011 Borough Proposal: Remove #3 as it is the same as #1.

3/15/2011 FMBA accepts the Borough's proposal.

C. ARTICLE VII DUES CHECK OFF

1/7/2011 Borough Proposal: (Add New Paragraph):

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

3/15/2011 FMBA accepts the Borough's proposal.

D. ARTICLE VIII REPRESENTATIVES

1/7/2011 Borough Proposal:

1. An aggregate of one (1) 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 the elected/appointed representatives before he/she is actually assigned by the Association to proceed with an investigation into particular matter.

2. This one representatives shall suffer no loss of regular pay or compensatory time while processing grievances.

3. No Change

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 not 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. If scheduled for duty, delegates are required to report to work after the above referenced meetings. .

3/15/2011 FMBA accepts the Borough's proposal

E. ARTICLE IX WORK WEEK

1/7/2011 Borough Counter:

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 for cash payment. Payment shall be made at the first pay in November of each year.

3/15/2011 FMBA agrees and accepts the Borough's proposal

F. ARTICLE X COMPENSATION

1/7/2011 Borough Counter: 0%

3/15/2011 FMBA agrees and accepts the Borough's proposal of 0% salary increase (see 1. A. & B. below), and propose the shift differential decrease to 2%

1. It is acknowledged by and between the parties that the regular salary for the Firefighters hired before January 1, 2011 is as follows:

- A. Step 1 \$43,373
- Step 2 \$47,236
- Step 3 \$50,739
- Step 4 \$53,608
- Step 5 \$56,463
- Step 6 \$59,435
- Step 7 \$64,446
- Step 8 \$65,879

(This reflects the salaries of the 2010 Contract)

- B. All employees hired after January 1, 2011 shall start at \$38,000.
- C. Remains the same as the 2010 contract.
- D. Any firefighter who works between 1700 hours and 0800 hours shall be eligible for a shift differential as follows:
2011 – 2%

2. NO CHANGE

3. **Remain the same as the 2010 contract.**

G. ARTICLE XI RETROACTIVE PAY

1/7/2011 Borough Proposal: Date to be negotiated.

H. ARTICLE XII LONGEVITY

Remain the same as the 2010 contract.

I. ARTICLE XIII PERSONNEL

Remain the same as the 2010 contract.

J. ARTICLE XIV VACATION

Remain the same as the 2010 contract.

K. ARTICLE XV HOLIDAYS

Remain the same as the 2010 contract.

L. ARTICLE XVI SICK LEAVE

Remain the same as the 2010 contract. FMBA is awaiting review of current legislation.

N. ARTICLE XIX LEAVE OF ABSENCE

1/7/2011 Borough Proposal:

4. No reasonable leave of absence request will be denied without good cause except that no leave of absence shall be granted to pursue other employment.

3/18/2011 FMBA accepts the Borough's proposal

O. ARTICLE XX RETIREMENT, SEPARATION OR DEATH

1/7/2011 Borough Proposal:

1. No Change.
2. Employees retiring after twenty-five 25 years of service pursuant to N.J.S.A. 43:16A-11.1 and twenty-five years of service with the Borough, or as a result of a disability pension, whether work related or not, shall be paid for all accumulated compensatory time, vacation carried over from the previous year and the year of retirement, and sick leave days up to \$15,000.00 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.

3/18/2011 FMBA and the Borough agree, the 25 year requirement of service with the Borough be applied to employees hired after January 1, 2011, accumulated holidays remain included, change the wording to include accumulated vacation time, and sick leave be worded "up to the state mandated maximum".

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 carried over from the previous year and the year of the employee died, sick leave days up to \$15,000.00, and 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.

3/15/2011 FMBA and the Borough agree the wording for vacation time be accumulated time up to the employee's death and sick time be worded "up to the state mandated maximum".

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 compensatory time, sick leave days up to state mandated maximum, shall be paid to the employee, at the employee's rate of pay and prorated, at the time of separation. Said payment shall be paid in one lump sum. Payment shall be made within 90 days of separation or termination.

3/18/2011 FMBA and the Borough agree with #4 above.

3/15/2011 FMBA agrees that section 5 & 6 are redundant and accepts the removal

5. 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. (This section only changed the section number)
6. Remain the same as the 2010 contract.
7. Death in the Line of Duty – No Change

Q. ARTICLE XXIII CLOTHING AND UNIFORM ALLOWANCE AND MAINTENANCE

12/15/2010 108 Proposal: Section 5 Increase allowance to \$645 for 2011, \$660 for 2012 and \$675 for 2013.

1/7/2011 Borough Counter:

1. No Change.
- 2.

3/18/2011 FMBA and the Borough agree, firefighters will receive \$750 a year to maintain and/or purchase uniform items. The Borough would be responsible to purchase turn out gear. In the event of a change in the style of uniform the borough would be responsible for the initial change of uniform. The Borough agrees to purchase the initial uniforms of 2 short sleeves, 2 long sleeves, and 2 pair pants and new employees will not receive the \$750 for the first year of employment.

3. No Change
4. No Change
5. No Change
6. No Change
7. No Change
8. No Change

3/18/2011 FMBA and the Borough agree, #8 of the 2010 contract remain the same that 2 sets of turn out gear be replaced per year on a rotating basis. And #9 of the 2010 contract remains the same in regards to boots.

R. ARTICLE XXIV TRAINING

3/18/2011 FMBA and the Borough agree the wording for this section will remain the same as the 2010 contract. And the FMBA agrees this will not be used for the year 2011.

S. ARTICLE XXX COURT OR DEPOSITIONS

12/15/2010 108 Proposal: \$120

1/7/2011 Borough Counter:

Any time an employee has to attend court or any deposition when scheduled off they shall be compensated \$115; 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.

3/18/2011 FMBA accepts the Borough's proposal.

T. Drug Testing Policy

12/15/2010 108 Proposal: Remove Random part of the drug testing policy in an effort to reduce the cost to the Borough and interruption to our services.

1/7/2011 Borough Counter: Add random, reasonable suspicious, and accident alcohol testing.

3/18/2011 FMBA and the Borough agree this section remain the same as the 2010 contract.