

AGREEMENT

BETWEEN

**BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO. 2
GLOUCESTER TOWNSHIP
CAMDEN COUNTY
NEW JERSEY**

AND

**THE EMPLOYEES OF
FIRE DISTRICT NO. 2
GLOUCESTER TOWNSHIP
A BARGAINING UNIT OF THE CAMDEN COUNTY UNIFORMED
FIREFIGHTERS ASSOCIATION - I.A.F.F. LOCAL #3249**

JANUARY 1, 2007 THROUGH DECEMBER 31, 2009

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PREAMBLE

This Agreement entered into this first day of January, 2007 by and between the Board of Fire Commissioners, District No. 2, Gloucester Township in the County of Camden, New Jersey, a municipal body of the State of New Jersey, (hereinafter called the "Board"), and the Employees of Fire District No. 2 a bargaining unit of The Camden County Uniformed Firefighters Association – I.A.F.F. Local #3249 (hereinafter called the "Employees"). This contract was negotiated by the Employees of Fire District No. 2, Gloucester Township.

ARTICLE I
RECOGNITION

A. The Board recognizes the International Association of Firefighters and the Employees of Fire District No. 2 as the bargaining agents for all employees listed below:

1. Included: All employees engaged in firefighting duties including Administrative Clerk/UFD, Firefighter, and Fire Official/UFD employed by the Board of Fire Commissioners, District No. 2, Township of Gloucester.
2. Excluded: All other employees; including police officers, employees not engaged in firefighting, professional employees, craft employees, supervisors, and managerial executives within the meaning of the Act.

ARTICLE II

NON-DISCRIMINATION

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

ARTICLE III
MANAGEMENT RIGHTS

- A. Except to the extent expressly modified by a specific provision of this Agreement, the Board reserves the right and retains solely and exclusively all of its statutory and common law rights to manage this operation of the Fire District No. 2 of the Township of Gloucester, New Jersey, as such rights existed prior to the execution of this or any other previous Agreement.
- B. The sole and exclusive rights of the Board which are not abridged by this Agreement, shall include, but are not limited to:
1. Determining the existence or non-existence of facts which are the basis of the Board of Fire Commissioners, District No. 2 and/or management decision;
 2. Establishing or continuing policies, practices, or procedures for the Employees and from time to time changing or abolishing such practices or procedures;
 3. Determining, and from time to time modifying, the number, locations, and relocation and types of its employees or discontinuing any performance by employees of the Board;
 4. Determining the number of hours per day or week any operation of the Employees may be carried on;
 5. Selecting and determining the number and types of employees required;
 6. Assigning such work to such employees in accordance with the requirements determined by the Board;
 7. Establishing training programs and upgrading requirements for employees within the Board;
 8. Establishing and changing work schedules and assignments;

ARTICLE III CONTINUED

9. Transferring, promoting, or demoting employees for just cause, or laying off; terminating or otherwise relieving employees from duty for lack of work or other legitimate reasons;
10. Determining the facts of lack of work;
11. Continuing, altering, making, and enforcing reasonable rules for the maintenance of discipline;
12. Suspending, discharging, or otherwise taking such measures as the Board may determine to be necessary for the orderly and efficient operation of the Fire District, provided, however, nothing herein shall prevent an employee from presenting a grievance for the alleged violation of any Article or specific term of this Agreement.

ARTICLE IV

LEAVE OF ABSENCE

1. A leave of absence without pay shall, in the discretion of the Board, be granted for good cause to any employee who has been employed for a period of ninety (90) days after probationary period.
2. Such leave of absence may be extended by the Board of Fire Commissioners for a period not to exceed an additional six (6) months.
3. Subject to the approval of the members of the Board at the head of the department, members of such department who may be appointed or elected to an executive position in a bona fide service organization shall be granted a leave of absence with pay to attend the national meeting of the International Fire Chief's Convention. Additional members of such department may also be granted, a leave of absence with pay to attend such meetings, at the discretion of the member of the Board at the head of the department. The criteria for refusing such leave will be based strictly on a manpower available basis.
4. All special leaves of absence granted under this Article shall be recorded on the employee's record card and reported to the Chairman of the Board.

ARTICLE V

SICK LEAVE

1. Paid sick leave shall be earned at the rate of thirteen (13) days per year.
2. Sick leave is defined as a temporary inability to perform one's duties by reason of injury, illness, or disease.
3. In event of compensable illness or injury within the New Jersey Workmen's Compensation Statute, the Board shall pay to the employee the difference between the normal full rate of pay and any Temporary Disability Benefits payable pursuant to the Workmen's Compensation Statute so long as the employee is entitled to such Temporary Disability Benefits.
4. Employees hired prior to January 1, 1989:

Each member of the Bargaining Unit shall be entitled to accumulate sick days without limitation, but payment will be made for a maximum of two hundred (200) unused sick days, for which payment shall be made upon retirement, based upon retirement rate of pay.
5. Employees hired after January 1, 1989:

For employees hired after January 1, 1989 each member of the Bargaining Unit shall be entitled to accumulate sick days without limitation, but payment will be made for a maximum of twenty five (25) unused sick days, for which payment shall be made upon retirement, based upon retirement rate of pay.

ARTICLE VI

DISABILITY LEAVE WITH PAY

1. An employee who is disabled on or off the job, on the recommendation of the Board may be granted disability leave with full pay for up to six (6) months, provided same is not compensated by any other means.

ARTICLE VII

PENSION

1. District employees shall be enrolled in the Police and Fire Retirement System (P.F.R.S.) and Social Security correlated coverage (F.I.C.A.).

Exception: Employees hired prior to 1994 and were members of the Public

Employees Retirement System (P.E.R.S.) who did not convert to P.F.R.S. in 1994.

ARTICLE VIII

COLLEGE INCENTIVE PROGRAM

1. Each employee who enters the College Incentive Program pledges to achieve an Associates Degree in Fire Science, administration or related field of study as designated by the institution of higher learning as being within their fire science degree program.
2. Each employee shall be compensated at the rate of ten dollars (10.00) per year for each successfully completed credit earned at an accredited institution of higher learning provided the courses studied had the prior approval of the Board.
3. Upon presentation of proof of successful completion through institutional records, payments shall be added to salary yearly.
4. In the event an employee does not earn any additional credits for two (2) consecutive semesters, all payments hereunder shall cease. The employee may reinstate himself in the program but credits earned prior to his reinstatement shall not be compensated until the attainment of the Associates Degree. The employee may make application to the Board for relief from the provisions of this section.
5. Credits earned prior to appointment as a District Employee may be compensated at the discretion of the Board as long as either an Associates or Bachelors Degree had been earned in a related field of study as per Article VII, Section 1.
6. The highest level of compensation under this program shall be those credits up to and including the Bachelors Degree.

ARTICLE IX

EDUCATION

1. Employees shall receive schooling and training that would enhance fire company and job operations at no cost, and within the limits of the budget.

ARTICLE X

HOURS, OVERTIME, AND COMPENSATION

1. The regular duty schedule will provide a basic work week of forty (40) hours. As is the present practice, where the schedule involves regular shifts other than eight (8) hours, the general schedule will provide offsets to insure the maintenance of the forty (40) hour base work week during the course of the year.
2. Employees required to work in excess of their regular shift, with the approval or at the request of their supervisor, shall be given compensatory time at the rate of time and one half for overtime.
3. Compensatory time earned must be utilized that calendar year with prior approval of the Board. Comp time will not be accumulative.
4. Any employee who is required to work prior to his regular shift or on any off duty time will receive a minimum of two (2) hours pay at time and one half or compensatory time at the same rate. Any time worked in excess of the two (2) hour will be compensated on an hourly basis at one and one half time his normal rate for each additional hour worked.
5.
 - a. Effective January 1, 2007 there will be a three point five percent (3.5%) salary increase across the board, per step and rank, to run through December 31, 2007.
 - b. Effective January 1, 2008 there will be a four percent (4.0%) salary increase, across the board, per step and rank, to run through December 31, 2008.
 - c. Effective January 1, 2009 there will be a four percent (4.0%) salary increase across the board, per step and rank, to run through December 31, 2009.

ARTICLE X CONTINUED

6. Each member of the Bargaining Unit who has completed four (4) years of continuous service shall receive longevity pay as follows:

5 to 9 years inclusive	5.00% of annual base
10 to 14 years inclusive	6.00% of annual base
15 to 19 years inclusive	7.00% of annual base
20 years or more	9.00% of annual base

7. Overtime for off-duty appearances at meetings requested by the Board will be compensated with time and one half pay.

8. Time and one half overtime may be taken either monetarily or as comp time in lieu of monetary compensation. Time and one half will be paid to each District Employee for duties performed above a forty (40) hour work week. Comp time will be used at the discretion of the employee with approval of the Board. Fire District employees will have preference for all overtime.

9. A stipend of \$500 each will be paid annually to any employee possessing the following certifications at any time during the calendar year from January 1 through December 31:

1. EMT (Emergency Medical Technician)
2. Fire Inspector

10. Complete wage scales for 2007, 2008, and 2009 will be added to this Agreement upon completion of negotiations. (Attachments A, B, and C)

11. All percentage wage increases will go into effect on January 1. Any employee still on pay scale steps will receive the step increase on the anniversary date of their hire.

ARTICLE XI
CLOTHING ALLOWANCE

1. Employees shall receive an annual clothing allowance of three hundred fifty dollars (\$350.00) per employee.
2. Employees shall receive an annual shoe allowance of one hundred dollars (\$100.00) per employee. Shoes must be of and used for a work related nature.

ARTICLE XII

HOLIDAYS

1. All employees will be granted fourteen (14) holidays.

The holidays will be as follows:

- | | |
|------------------------|----------------------|
| - New Year's Day | - Columbus Day |
| - President's Day | - Election Day |
| - Good Friday | - Veteran's Day |
| - Memorial Day | - Thanksgiving |
| - Independence Day | - Christmas Eve |
| - Labor Day | - Christmas Day |
| - One Floating Holiday | - Employees Birthday |

ARTICLE XIII

VACATIONS

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

a. During the first (1 st) calendar year of employment if appointed after June 30	One (1) Week Prorated
b. From the second (2 nd) through and including the fourth (4 th) calendar year of employment	Two (2) Work Weeks
c. From the fifth (5 th) through and including the ninth (9 th) calendar year of employment	Three (3) Work Weeks
d. From the tenth (10 th) through and including the fourteenth (14 th) calendar year of employment	Four (4) Work Weeks
e. From and after the fifteenth (15 th) calendar year of employment	Six (6) Work Weeks
2. Accumulation of annual vacation leave from year to year may be permitted at the discretion of the Board, however, accumulated vacation leave must be utilized in the year succeeding its accumulation in the form of requested compensatory time off and scheduled at such times as the needs of the District permit.
3. With the agreement of the Board, employees annual vacation leave not used within the current year can be reimbursed monetarily; up to two (2) weeks.

ARTICLE XIV

SEPARATION, DEATH, AND RETIREMENT

1. Employees shall retain all pension rights under New Jersey and Gloucester Township Municipal Ordinances.
2. Employees retiring either after twenty-five (25) years of service pursuant to N.J.S.A. 43:16a 11.1 or having attained the age of fifty-five (55) pursuant to N.J.S.A. 43:16a 5 or as a result of a disability pension, whether work connected or not, shall be paid for all accumulated holidays, vacation, sick leave days and other compensatory time as provided in this Agreement. Said payments shall be computed at the rate of pay at the time of his retirement based upon the base annual compensation.
3. Employees intending to retire other than disability pension shall accordingly notify the Board by November of the year prior to the year in which said retirement is to become effective.
4. In the event of an employee's death, his estate or legal representative shall be paid for all accumulated holidays, vacation, sick leave days or other compensatory time as provided in this Agreement. Payments shall be made at the employees rate of pay at the time of his death.
5. In the event of an employee's separation from service for any reason not set forth in Section 2 or 4 above, all accumulated holidays, vacation, and other compensatory time shall be paid at the employee's current rate of pay, except that no payments shall be made for accumulated sick leave.

ARTICLE XIV CONTINUED

6. For benefits payable in the then current year in all cases of separation, death while not in the line of duty, or retirement; all holidays, vacation, sick leave days, and other compensatory time shall be prorated as of the first of the month if the resignation, death, or retirement is effective prior to the fifteenth (15) day of the month and as of the last day of the month if the resignation, death, or retirement is effective after the fifteenth (15) of the month. Benefits shall be prorated on the calendar year from March 1 through February 28.
7. For benefits payable in the then current year in all cases where the employee died while in the line of duty, all holidays, vacation, sick leave days, and other compensatory time which would have accrued for the entire calendar year of the employee's death shall be payable to the employee's estate or legal representative.
8. Separation shall be defined as any permanent cessation of employment but shall not be deemed to include temporary leaves of absence, vacations, layoffs, or other temporary leaves.

ARTICLE XV
SERVICE RECORDS

1. Employees covered by this Agreement shall be entitled to inspect their service records upon request and by appointment.

ARTICLE XVI
FUNERAL LEAVE

- A. 1. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay commencing on the day of death, but in no event to exceed seven (7) work days.
 - 2. The term "immediate family" shall include only spouse, father, mother, or child.

- B. 1. In the event of death in the employee's extended family, the employee shall be granted time off without loss of pay commencing on the day of death, but in no event exceed three (3) working days.
 - 2. The term "extended family" shall include only brother, sister, father-in-law, mother-in-law, brother-in-law, or sister-in-law.
 - 3. Funeral leave as provided in this Section is intended to be used solely for the purpose of handling necessary arrangements and attending the funeral of the deceased family member.

- C. Funeral leave may be extended at the sole discretion of the Board.

- D. In the event that the death of an extended family member causes an additional burden on the employee him/herself as defined below, the employee will receive his regular rate of pay for the first seven (7) working days following the death of such family member.

- E. "Additional burden" defined: The employee must, in addition to making the usual necessary funeral arrangements and attendance, be called upon to:
 - 1. Have to physically move the household furniture and belongings of the deceased or their survivors to another location.

ARTICLE XVI CONTINUED

2. Have to arrange to dispose of or transfer the business concerns of the deceased.
 3. Have to arrange for the care of survivors of the deceased.
- F. Funeral leave for any other situation not specifically covered under the terms of this Article may be granted by the Board upon application by a member covered under this contract, giving sufficient cause for such leave to be granted.

ARTICLE XVII

TRAVEL EXPENSES

1. Employees shall be reimbursed at the current rate allowed for tax write-off purposes for all approved travel expenses while using a personal vehicle and shall be reimbursed for all other travel expenses in connection with their official duties.

ARTICLE XVIII

HOSPITALIZATION AND MEDICAL BENEFITS

1. All hospital and medical benefits or equivalent currently provided to employees and their families by the Board shall be retained and continued in full force and effect during the term of this Agreement.
2. Effective calendar year 1988, and each year thereafter, the Board shall provide dental benefits for employees covered by this Agreement, and their families under their current dental or an equal or better plan of the Board's choosing.
3. Effective calendar year 2007, and each year thereafter, the Board shall provide for use by employee, spouse, and children for reimbursement of eye care, dental, chiropractic, co-payments, or any other health care related expense not covered under this article up to \$500.00. Proper receipts will be supplied for all reimbursements.
4. The Fire District will pay health insurance premiums for a plan as stated in this Article, Section 1; upon the employee's retirement (after 25 years of service) until Social Security age is reached for Medicare.

ARTICLE XIX

PERSONAL DAYS

1. Employees shall enjoy at their request four (4) personal leave days per year. Such leave shall be granted subject to the manpower needs of the District. Personal days shall be accumulative up to one (1) year.

ARTICLE XX

STATUTORY AND LEGAL RIGHTS

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

ARTICLE XXI

SEPARABILITY AND SAVINGS

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

ARTICLE XXII

SUPERSEDING CLAUSE

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

ARTICLE XXIII

MAINTENANCE OF BENEFITS

1. 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 term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE XXIV

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 XXV

ADDITIONAL PROVISION

1. Article 25 is added to this Agreement to provide that any provision of the written contract that conflict with the aforestated amendments shall be and are superseded by this Amended Agreement.

ARTICLE XXVI

GRIEVANCE PROCEDURE

1. PURPOSE

- A. 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.
- B. Nothing herein shall be construed as limiting the right of any employee having grievance to discuss the matter informally with any appropriate member of the department 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 other statutory or legal remedies in lieu of resorting to the Grievance Procedure.

2. DEFINITION

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

3. STEPS OF THE GRIEVANCE PROCEDURE

In order to resolve minor discipline and grievances covered by this Agreement between the parties, this procedure shall be followed unless any step is waived by mutual consent. All major discipline actions shall be covered by subchapter 2 N.J.A.C. 4A:2-2.3.

Step One:

- (A) An aggrieved employee or employees or the Board shall institute action under the provisions here of within fifteen (15) days of either the date on which the alleged act occurred or the date on which the grievant should reasonably have known of its occurrence. The grievance shall be in writing to the Commissioner in charge of personnel with a copy to the union shop steward.
- (B) All grievances shall:
 - 1. Specify the particular act or circumstance being grieved.
 - 2. State the requested remedy.
- (C) A hearing shall be held between the Commissioner in charge of personnel and the employee. The hearing shall be heard within seven (7) days of filing unless an additional time period is agreed to by the parties.

ARTICLE XXVI CONTINUED

- (D) A written decision shall be rendered within ten (10) days after the conclusion of the hearing meeting.
- (E) Failure by the employee to act within said fifteen (15) days shall be deemed to constitute an acceptance by all parties of the hearing committee decision and ends the grievance.

Step Two:

- (A) In the event a satisfactory settlement has not been reached at step one, the grievant may within five (5) days of the Personnel Commissioner's decision, file his written grievance with the Board of Fire Commissioners District #2 for a department level hearing.
- (B) The department level grievance shall be accompanied by material presented at Step One and any written records or decisions from Step One. It shall also indicate whether the employee is representing himself or herself or the name of the employee's counsel or agent.
- (C) A department level hearing date shall be scheduled within ten (10) days of receipt of the grievance. The committee shall be made up of the Board of Fire Commissioners, Chief, the employee grieving, the shop steward, and any legal representation requested by the grievant and/or management. The grievant shall be notified of the hearing date in writing.
- (D) A written decision shall be rendered within twenty-one (21) days after the conclusion of the department level hearing.

Step Three:

- (A) If the grievance is not settled through Steps One and Two, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within ten (10) working days of receipt of the Board's decision. The costs for the services of the arbitrator shall be borne equally by the Board and the Association. Any other witnesses, shall be paid by the parties incurring same.
- (B) The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract 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. The arbitrator's decision will be implemented within thirty (30) days of the date of the award.

ARTICLE XXVI CONTINUED

- (C) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.
- (D) Employees covered by this Agreement shall have the right to process their own grievance without representation.
- (E) It is understood and agreed that if either party uses the services of an attorney, the expense incurred will be borne by the party requesting such services.
- (F) The total cost of stenographer's records which may be made and transcripts thereof shall be paid by the parties ordering same.

ARTICLE XXVII

INJURY LEAVE

- A. In the event an employee becomes disabled by reason of work related injury or illness and is unable to perform his duties, then in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year, on the recommendation of the Chief and approval of the Board of Fire Commissioners.
- B. Any employee who is injured, whether slight or severe, while working, must make an immediate report prior to the end of the shift thereof to the immediate supervisor, or as soon thereafter as possible. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.
- C. 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 Fire District may reasonably require the employee to present such certificate from time to time.
- D. If the Fire District does not accept the certificate of the physician designated by the insurance carrier, the Fire District 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 Fire District.
- E. In the event the Fire District's physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated. However, if the employee disputes the determination of the Fire District physician, then the Fire District and the employee shall mutually agree upon

ARTICLE XXVII CONTINUED

a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Fire District and the employee.

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

- F. In the event any employee is granted said injury leave, the Fire District's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability or other payments received from other sources. At the Fire District's option, the employee shall either surrender and deliver any compensation, disability or other payments to the Fire District and receive his entire salary payment, or the Fire District shall only pay the difference.

ARTICLE XXVIII

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. 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. Such representatives shall attend negotiation sessions, if on duty, in the appropriate uniform and be available for duty in the event the need arises.
- C. 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, and the Association recognizes that the conditions set forth in this Article shall be subject to the mission of the Board.

ARTICLE XXIX

AGENCY SHOP

- A. The Board agrees to deduct from the salaries of it's 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 checkoff shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the Clerk of the Board, during the month following the filing of such card with the Board.
- C. If during the lifetime 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 to the Board new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association advising of such changed deduction.
- D. The Association will provide the necessary "Checkoff Authorization" form, and the Association will secure the signatures of it's members on the forms and deliver the signed forms to the Board.
- E. Any such written authorization may be withdrawn at any time by the filing of such withdrawal with the Board. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15e, as amended.

ARTICLE XXIX CONTINUED

F. All employees who may be listed by the Association as eligible for membership but are not actual members of the Association may directly benefit from any or all of the terms of this Agreement, and therefore, shall be responsible for the payment of fees to the Association. Such employees are covered by the Agency Shop Clause, N.J.S.A. 34:13A-5.5, Chapter 77, PL of 1979 and fall within this clause.

Management shall be responsible for collecting Association dues for these employees. The Local shall advise Management of the amount due from each such employee, which shall not exceed eighty-five (85%) percent of regular Association membership dues, fees and adjustments normally paid by members.

ARTICLE XXX

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, and the employee shall have full access to counsel in any hearing or internal investigation scheduled by the Board.
- D. All written rules and regulations shall be provided to the employees immediately upon promulgation.

**ARTICLE XXXI
TERM AND RENEWAL**

This Agreement shall be in full force and effect as of January 1, 2007 and shall be in effect to and including December 31, 2009. It shall be automatically renewed from year to year unless either party shall notify the other of its desire to modify this Agreement, in writing, no later than one hundred twenty (120) calendar days prior to the expiration date. In the event such notice is given, negotiations shall commence within ninety (90) calendar days prior to the termination date. Negotiations can be opened, prior to the expiration of this Agreement, upon the mutual agreement of the parties. This Agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal at Gloucester Township Fire District No. 2, Camden County, New Jersey on this _____ day of _____ in the year 2007.

EMPLOYEES
FIRE DISTRICT NO. 2
GLOUCESTER TOWNSHIP

BD. OF FIRE COMMISSIONERS
FIRE DISTRICT NO. 2
GLOUCESTER TOWNSHIP

By: _____
JAMES E. PRICE III
FIRE OFFICIAL/UFD

By: _____
GEORGE GENZEL
CHAIRMAN

MICHAEL ZAWOJSKI, JR.
ADMINISTRATIVE CLERK/UFD

GABE BUSA
COMMISSIONER

ALBERT W. ADOMANIS
FIREFIGHTER

RAYMOND W. EVANS
COMMISSIONER

KENNETH P. YOUNG
FIREFIGHTER

NICHOLAS A. PROCOPIO
FIREFIGHTER

FIRE OFFICIAL/UFD (WITH SUPERVISOR PAY):

1 st Step	2 nd Step	3 rd Step	4 th Step	5 th Step	6 th Step	7 th Step
51,230.25	54,431.08	57,854.53	61,277.21	64,936.55	68,122.50	<u>71,545.95</u>

Current Step – 7 th 71,545.95	9% Longevity 6,439.14	Total 77,985.09	Weekly 1,499.60	Hourly 37.49
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ADMINISTRATIVE CLERK/UFD:

1 st Step	2 nd Step	3 rd Step	4 th Step	5 th Step	6 th Step	7 th Step
47,714.12	50,914.96	54,338.41	57,761.08	61,420.43	64,606.39	<u>68,029.83</u>

Current Step – 7 th 68,029.83	9% Longevity 6,122.68	Total 74,152.51	Weekly 1,426.00	Hourly 35.65
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FIRE OFFICIAL/UFD (WITHOUT SUPERVISOR PAY):

1 st Step	2 nd Step	3 rd Step	4 th Step	5 th Step	6 th Step	7 th Step
47,714.12	50,914.96	54,338.41	57,761.08	61,420.43	64,606.39	68,029.83

FIREFIGHTER:

1 st Step	2 nd Step	3 rd Step	4 th Step	5 th Step	6 th Step	7 th Step
38,760.52	42,486.23	45,747.57	49,237.18	52,726.39	56,215.62	59,704.89

Adomanis:

Current Step – 7 th 59,704.89	6% Longevity 3,582.29	Total 63,287.18	Weekly 1,216.80	Hourly 30.42
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Young:

Current Step – 7 th 59,704.89	5% Longevity 2,985.24	Total 62,690.13	Weekly 1,205.20	Hourly 30.13
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Procopio (8/5/02)

Jan. 1 (3.5% on 5 th Step) 52,726.39	5% Longevity 2,636.32	Total 55,362.71	Weekly 1,064.40	Hourly 26.61
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Aug. 1 (6th Step)
56,215.62

2,810.78	59,026.40	1,135.12	28.37
30 Weeks @ 1,064.40		31,932.00	
22 Weeks @ 1,135.12		<u>24,972.64</u>	
Actual Annual Total		56,904.64	

ATTACHMENT B

2008 WAGE SCALE

FIRE OFFICIAL/UFD (WITH SUPERVISOR PAY):

1 st Step	2 nd Step	3 rd Step	4 th Step	5 th Step	6 th Step	7 th Step
53,279.46	56,608.32	60,168.71	63,728.30	67,534.01	70,847.40	<u>74,407.79</u>

Current Step – 7 th	9% Longevity	Total	Weekly	Hourly
74,407.79	6,696.70	81,104.49	1,559.70	38.99

ADMINISTRATIVE CLERK/UFD:

1 st Step	2 nd Step	3 rd Step	4 th Step	5 th Step	6 th Step	7 th Step
49,622.68	52,951.56	56,511.95	60,071.52	63,877.25	67,190.65	<u>70,751.02</u>

Current Step – 7 th	9% Longevity	Total	Weekly	Hourly
70,751.02	6,367.59	77,118.61	1,483.05	37.07

FIRE OFFICIAL/UFD (WITHOUT SUPERVISOR PAY):

1 st Step	2 nd Step	3 rd Step	4 th Step	5 th Step	6 th Step	7 th Step
49,622.68	52,951.56	56,511.95	60,071.52	63,877.25	67,190.65	70,751.02

FIREFIGHTER:

1 st Step	2 nd Step	3 rd Step	4 th Step	5 th Step	6 th Step	7 th Step
40,310.94	44,185.68	47,577.47	51,206.67	54,835.45	58,464.24	62,093.09

Adomanis:

Current Step – 7 th	6% Longevity	Total	Weekly	Hourly
62,093.09	3,725.59	65,818.68	1,265.74	31.64

Young:

Current Step – 7 th	6% Longevity	Total	Weekly	Hourly
62,093.09	3,725.59	65,818.68	1,265.74	31.64

Procopio (8/5/02)

Jan. 1 (4% on 6 th Step)	5% Longevity	Total	Weekly	Hourly
58,464.24	2,923.21	61,387.45	1,180.53	29.51

Aug. 1 (7th Step)

62,093.09	3,104.65	65,197.74	1,253.80	31.34
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30 Weeks @ 1,180.53	35,415.90
22 Weeks @ 1,253.80	<u>27,583.60</u>
Actual Annual Total	62,999.50

ATTACHMENT C

2009 WAGE SCALE

FIRE OFFICIAL/UFD (WITH SUPERVISOR PAY):

1 st Step	2 nd Step	3 rd Step	4 th Step	5 th Step	6 th Step	7 th Step
55,410.64	58,872.65	62,575.46	66,277.43	70,235.37	73,681.30	<u>77,384.10</u>

Current Step – 7 th	9% Longevity	Total	Weekly	Hourly
77,384.10	6,964.57	84,348.67	1,622.09	40.55

ADMINISTRATIVE CLERK/UFD:

1 st Step	2 nd Step	3 rd Step	4 th Step	5 th Step	6 th Step	7 th Step
51,607.59	55,069.62	58,772.43	62,474.38	66,432.34	69,878.28	<u>73,581.06</u>

Current Step – 7 th	9% Longevity	Total	Weekly	Hourly
73,581.06	6,622.30	80,203.36	1,542.37	38.55

FIRE OFFICIAL/UFD (WITHOUT SUPERVISOR PAY):

1 st Step	2 nd Step	3 rd Step	4 th Step	5 th Step	6 th Step	7 th Step
51,607.59	55,069.62	58,772.43	62,474.38	66,432.34	69,878.28	73,581.06

FIREFIGHTER:

1 st Step	2 nd Step	3 rd Step	4 th Step	5 th Step	6 th Step	7 th Step
41,923.38	45,953.11	49,480.57	53,254.94	57,028.87	60,802.81	64,576.81

Adomanis:

Current Step – 7 th	7% Longevity	Total	Weekly	Hourly
64,576.81	4,520.38	69,097.19	1,328.79	33.21

Young:

Current Step – 7 th	6% Longevity	Total	Weekly	Hourly
64,576.81	3,874.61	68,451.42	1,316.37	32.90

Procopio:

Current Step – 7 th	5% Longevity	Total	Weekly	Hourly
64,576.81	3,228.84	67,805.65	1,303.95	32.59

