



Collective Bargaining Agreement

Between the

Burlington County
Professional Firefighter's Association
International Association of Fire Fighters
Local 3091
A.F.L. - C.I.O., C.L.C.

And

Westampton Township
Burlington County, New Jersey

January 1, 2002 through December 31, 2006

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Article I

Recognition

- A. The Township recognizes the Burlington County Professional Firefighters Association, International Association of Fire Fighters Local 3091, AFL-CIO-CLC, as the exclusive bargaining agent for all paid full time EMT / Firefighter employees. Also included within the above defined negotiating unit are those employees of the Township whose job titles currently are or may be clerical, maintenance, security or other co-designated classifications provided their job duties include EMT / fire suppression activities.

- B. Unless otherwise indicated, the terms "EMT / Firefighter", "EMT / Firefighters", "employee", "employees", etc., when used in this Agreement, refer to persons, male or female, represented by the Association in the above defined negotiating unit.

- C. This bargaining unit excludes the employees not engaged in EMS, fire suppression, and/or fire prevention duties and managerial executives within the meaning of the New Jersey Public Employer-Employee Relations Act, N.J.S.A, 34:13A-1 et. seq. (hereinafter "the Act").

Article II

Non-Discrimination

- A. The Township and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, political affiliation, or any other category prohibited by law.

- B. The Township 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 Township or the Association against any employee because of the employees' membership or non-membership or activity or non-activity in the Association.

Article III

Association Rights and Responsibilities

- A. One representative of the Association will be granted administrative leave with pay to attend the annual convention of the Professional Firefighters of New Jersey and the International Association of Fire Fighters. The administrative leave shall be inclusive of the duration of the convention with reasonable time allowed for travel to and from the convention.

- B. 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 executive of a new agreement for this Township. Upon the request of the Association President, such representatives will also be reasonably excused without loss of pay to participate in other meetings related to collective bargaining. Such representatives shall attend negotiations, and other meeting sessions, if on duty, in the appropriate uniform and be available for duty in the event the need arises.

- C. Copies of disciplinary charges, or other notices relating to disciplinary action, shall be furnished to the Association upon written authorization to the Township by the employee within a reasonable period of time thereafter. The Township shall maintain a file of written refusals by the employees to authorize the Township to forward such documents to the Association. Copies of all disciplinary charges or notices relating to disciplinary action against any member or non-member shall be furnished to the President or Shop Steward of the Association within seventy-two (72) hours of the presentation of charges.

- 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, and the Association recognizes that the conditions set forth in this article shall be subject to the mission of the Township.

- E. Whenever an employee is to be questioned and he 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 an employee requests and is denied representation at any stage of the questioning, any statements made by the employee or "fruits" derived there from

cannot be used against said employee to support disciplinary action.

- F. Authorized representatives of the Association shall be permitted to visit any fire facility within Westampton Township for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Township's designee 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, maintenance, security or other co-designated classifications provided their job duties include fire suppression activities.

- G. In addition to the foregoing, if an Association delegate is elected from this bargaining unit, the delegate shall receive administrative leave with pay to attend monthly meetings of the Professional Firefighters Association of New Jersey, IAFF. In order to receive said leave, the delegate must make application for the leave as soon as possible.

- H. Upon the request of the Association President or Steward, on duty employees may be reasonably permitted to attend and participate in Association meetings while on duty provided the meetings are held at a location mutually agreed upon by the Association and the Township's designee. Approval by the employer shall not be unreasonably withheld.

- I. Association representatives may be permitted to attend to contract administration, grievance processing or other Association business on an as needed basis. The representative must request approval from the appropriate Township representative. Township approval shall not be unreasonably withheld.

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 Township 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 of 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 Department.
 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 Township, 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 with regard to disciplinary action under N.J.S.A. 40A:14-19.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies, procedures, contractual 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 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 fifteen (15) calendar 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 fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.

Within fifteen (15) calendar 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 or non-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 five (5) working days of the submission to the Director, 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 ten (10) calendar days of the Director's 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 Administrator or his designee shall review the decision of the Director, and, within ten (10) calendar 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 thirty (30) calendar days of the Administrator's decision, request arbitration. The arbitrator shall be chosen in accordance with the rules of Public Employment Relations Commission (PERC).
2. However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Administrator. In the event that the aggrieved elects to pursue other remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The Association shall pay whatever costs it may incur in processing the case to arbitration.

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 Township 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. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to be concluded. 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. 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.

Article VI

Maintenance of Operations

- A. It is recognized that the need for continued and uninterrupted operation of the Westampton Emergency Service'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 Township.
- 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 Township.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Township 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.
- E. The Township and its representatives shall exercise their supervisory duties faithfully, irrespective of the fact that the employees are covered by this Agreement, and they shall be objective in their dealings with all personnel subordinate to them, irrespective of their affiliation with the Association.

Article VII

Dues, Deductions, and Agency Shop Clause

- A. The Township 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 Township Administrator during the month following the filing of such card with the Township.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish the Township 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 Township 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 Township. 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 Township 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 Township.
 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 Township 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 Township 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 Township or require the Township 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 Township 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 Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Township, 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 Township or any agent or representative thereof shall not be made public and shall be subject to the grievance procedure herein set forth.

- C. Whenever an employee is required to appear before any Supervisor or Township Representative 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 of such meeting or interview and shall be entitled to have a representative of the Local present to advise them and represent them during such meeting or interview.

- D. Any employee whose action may give rise to charges by the Township 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 Township 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 Township.

- E.
 - 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 and Overtime

- A. Employees shall work a forty-eight (48) hour workweek. Employees shall work one twenty-four (24) consecutive hour shift followed by forty-eight (48) hours off.
- B. Except in emergencies, the scheduled hours of work shall be posted at least seventy-two (72) hours in advance. (This provision shall not be construed to restrict the Township's right to schedule compensatory time.)
- C. There shall be a lunch break of one (1) hour in duration per day.
- D. Overtime shall be paid in when the employee has surpassed their regular scheduled 48 hours per week at a rate of time and one half the employees' salary.
- E. When an employee is recalled for duty they shall be entitled to compensation at their overtime rate for all hours worked, with the minimum compensation of two (2) hours at their overtime rate. The recall shall not be contiguous with the employees regularly scheduled shift.
- F. Overtime shall be assigned as equitably as possible.
 - 1. An overtime list mutually agreed upon by the Association and Township will be utilized whenever overtime is necessary. The employee with the greatest seniority will be placed at the top of the overtime list followed by the next senior employee and so on.
 - 2. When a need for overtime occurs, the employee will start at the top of the list and work down until the overtime is assigned. Any employee declining voluntary overtime will not be moved down from their position on the overtime list. The employee working the overtime will be placed on the bottom of the overtime list.
 - 3. If all needed overtime is not filled with voluntary overtime assignments, then mandatory overtime will be assigned. When mandatory overtime is necessary, the employee at the top of the list will be ordered to work overtime.

G. The overtime record keeping system shall be available for inspection by the Association Steward or President.

H. Overtime will be paid in fifteen (15) minute blocks.

Article X

Exchange of Hours of Duty

- A. The request for exchange of hours of duty by an employee may be granted by the Emergency Services Director or his designee, at his discretion, provided such request has been made in writing via the required chain of command and in conformance with the needs of the Township. Such discretion shall not be unreasonably denied.

- B. In exercising the provisions of this Article, no EMT/Firefighter shall work more than two (2) shifts, and the provisions of Article IX shall not apply to the second shift unless the employee is ordered to work hours in excess of the first shift, in which case Article IX shall be applicable to those excess hours.

- C. Exchanges can be performed by any bargaining unit member employed by the Township.

Article XI

Salaries

A. Effective January 1, 2002, employee salaries shall be as follows:

	2002
Step 1	\$35,244.00
Step 2	\$37,122.00
Step 3	\$38,752.00
Step 4	\$40,876.00
Step 5	\$42,752.00
Step 6	\$44,628.00
Step 7	\$46,505.00

B. Effective January 1, 2003, employee salaries shall be as follows:

	2003
Step 1	\$36,653.76
Step 2	\$38,606.88
Step 3	\$40,302.08
Step 4	\$42,511.04
Step 5	\$44,462.08
Step 6	\$46,413.12
Step 7	\$48,365.20

C. Effective January 1, 2004, employee salaries shall be as follows:

	2004
Step 1	\$38,119.91
Step 2	\$40,151.16
Step 3	\$41,914.16
Step 4	\$44,211.48
Step 5	\$46,240.56
Step 6	\$48,269.64
Step 7	\$50,299.81

D. Effective January 1, 2005, employee salaries shall be as follows:

	2005
Step 1	\$39,644.71
Step 2	\$41,757.20
Step 3	\$43,590.73
Step 4	\$45,979.94
Step 5	\$48,090.19
Step 6	\$50,200.43
Step 7	\$52,311.80

E. Effective January 1, 2006, employee salaries shall be as follows:

	2006
Step 1	\$41,230.50
Step 2	\$43,427.49
Step 3	\$45,334.36
Step 4	\$47,819.14
Step 5	\$50,013.79
Step 6	\$52,208.45
Step 7	\$54,404.27

Article XII

Acting Out of Title

- A. Any EMT/Firefighter assigned by the Township's designee to act in the capacity of a temporary or substitute supervisor will receive differential pay in the amount of \$30.00 per shift.

- B. Acting officer duty will be assigned on rotational basis and will include all qualified employees.

Article XIII

Personal Leave

- A. All employees covered by this agreement shall be entitled to personal leave days as follows:
 - 1. Five (5) days, each day consisting of twelve (12) hours for a total of sixty (60) hours.

- B. Personal leave shall be subject to the staffing needs of the District and approved by the Division Head or his/her designee. Personal days will not be accumulative.

- C. Unused personal days will convert to sick leave days and will be added to the employee's next year's sick leave.

Article XIV

Longevity

- A. Effective March 1, 2001 all bargaining unit employees shall be entitled to longevity payments as follows:

<u>Years of Service</u>	<u>Longevity (%) of Base Salary</u>
Starting through 7 years of service	0.00%
Beginning the 8 th to the 11 th year of service	2.00%
Beginning the 12 th to the 15 th year of service	3.00%
Beginning the 16 th to the 24 th year of service	4.00%

- B. Said longevity payments shall be made as part of the employees' annual base salary payable in weekly increments.

Article XV

Holiday Leave

- A. Employees shall not receive any specified holidays as days off but shall receive instead one hundred twenty (120) hours in holiday time per year which may be taken as paid time off as scheduled by the employee with the approval of Management, or in pay at the straight time rate, hour for hour. An employee choosing to take the time who does not take all of the allotted time shall be paid for the remaining time during December of the year in question so that no time shall be carried forward into the next succeeding year.

Article XVI

Vacations

- A. Bargaining unit employees shall be entitled to annual vacation leave with pay in accordance with the following schedule:
1. During the first calendar year of employment, through the 4th calendar year of employment, employees shall be entitled to ninety-six (96) vacation hours per year.
 2. From the beginning of the 5th calendar year of employment through the 9th calendar year of employment, employees shall be entitled to one hundred forty-four (144) vacation hours per year.
 3. From the beginning of the 10th calendar year of employment through the 14th calendar year of employment, employees shall be entitled to one hundred ninety-two (192) vacation hours per year.
 4. From the beginning of the 15th calendar year of employment through the 21st calendar year of employment, employees shall be entitled to two hundred forty (240) vacation hours per year.
- B. The vacation year is January 1st through December 31st.
- C. Annual vacation leave not used within the then current year may be accumulated, but must be utilized in the year succeeding its accumulation.
- D. Up to half of an employee's unused vacation leave may be reimbursed monetarily. The reimbursement will be at the employee's regular hourly rate. Employees wishing to be reimbursed for unused vacation time shall notify the Township in writing no later than September 1st.
- E. An annual vacation schedule shall be prepared by the Township's designee in accordance with present practice.

- F. Any employee who terminates their employment with the Township, or whose employment is terminated by the Township, shall be entitled to vacation time and/or vacation pay on a prorated basis.
- G. Vacation requests will be submitted to the Township's designee no less than fifteen (15) days prior to the effective date of the leave for vacation time of one (1) workweek or more. For vacation requests covering less than one (1) week, the request must be submitted five (5) workdays prior to the time requested. The Township shall review and act upon vacation requests within three (3) working days of the request.

Article XVII

Separation, Death, and Retirement

- A. Employees shall retain all pension rights as firefighters as provided by all applicable laws and local ordinance.
- B. Employees retiring either after twenty-five (25) years of service, or a result of a disability pension, whether work-connected or not, shall be paid for all accumulated holidays, vacation, sick leave and other compensatory time as provided in this Agreement. 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 Township by September 1st of the previous year in which 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 holidays, vacation or other compensatory time as provided in this Agreement. 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 vacation, holidays and other compensatory time shall be paid at the rate of pay at the time of separation to the employee.
- F. For benefits payable in the current year in all cases of separation, non duty related death or retirement, all compensatory time shall be pro-rated as of the first of the month if the separation, death or retirement is effective after the fifteenth (15th) of the month. 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 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 XVIII

Sick Leave

- A. Sick leave with pay shall be earned at the rate of one hundred forty-four (144) hours per year for each year of employment. Unused sick leave shall be cumulative from year to year.
- B. 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 compensable under Article XVII.
- C. Employees shall be required to furnish a doctor's certificate to substantiate a request for approval of sick leave when sick leave exceeds three (3) consecutive workdays.
- D. The Township may require the employee to submit acceptable medical evidence of proof of illness whenever such a requirement appears reasonable to the Board.
- E. The Township 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.
- F. In order to receive compensation while absent on sick leave, an employee shall report their absence at least one (1) hour prior to the start of their shift.
- G. 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 be required.
- H. An employee who has exhausted their accumulated sick leave may, with the Township's approval, charge additional days of absence to vacation or personal days, or compensatory time, if available. The Township may grant the advance of a maximum of one hundred twenty (120) hours of paid sick leave.
- I. Employees may transfer unused sick leave to another employee within the department. The transfer of unused sick leave from one employee to another shall be governed by an operational guideline negotiated and agreed upon by the Association and the Township.
- J. Employees may schedule the use of sick leave in advance for situations of scheduled surgery or

medical procedures for the employee or a family member.

- K. Of the 144 hours of sick time for each year, the employee shall have the option on December 31st of that year to be compensated for the unused hours for that year at half the employees rate of pay or to accumulate the unused hours for a maximum of 720 hours.

- L.
 1. Employees retiring either after twenty-five (25) years of service shall be paid for a maximum of 720 unused sick hours as provided in this Agreement. Said payments shall be computed at half the rate of pay at the time of retirement based upon the base annual compensation.
 2. Employees retiring on work related disability retirement shall be paid for all accumulated sick days as provided in this Agreement.
 3. In the event of an employee's line of duty death, their estate or legal representative shall be paid for all accumulated sick days as provided in this Agreement. Payments shall be made at the employee's rate of pay at the time of their death.
 4. Employees retiring on a non-work related disability retirement shall be compensated for a maximum of 720 unused sick hours. Payment shall be made at half the employee's rate at the time of the retirement.
 5. In the event of an employees non-duty related death, their estate or legal representative shall receive compensation for up to 720 unused sick hours. Payment shall be made at half the employee's rate at the time of death.

Article XIX

Injury Leave

- A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform their duties, then, in addition to any sick leave benefits otherwise provided herein, he may be entitled to full pay for a period of up to one (1) year. In the event an employee is granted said injury leave, the Township'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 provided by the Township. The employee shall either surrender or deliver any compensation, disability, or other benefits to the Township and receive from the Township his entire salary payment.
2. If an employee returns to work from injury leave for less than one (1) year, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.
3. When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.
- B. When a employee requests injury leave, he or she shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the Township's Workmen's Compensation carrier, with the final determination, if necessary, to be made by the Workmen's Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off 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 Township prior to reimbursing the Township for such advanced time, the employee shall be required to reimburse the Township for such advanced time.
- C. Any employee who is injured, whether slight or severe, while working, must make an injury report 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 Township so that the Township 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 Township may reasonably require the employee to present such certificate from time to time.
- F. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township 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 Township.
- G. In the event the Township appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this article shall be terminated, unless the employee's physician disputes the determination of the Township appointed physician. Then the Township 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 Township and the employee. The determination of the third physician as to the employee's fitness for 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.

Article XX

Bereavement Leave

- A. All full time employees shall be permitted leave for up to five (5) days, and up to seven (7) in the event of travel outside of a one hundred and fifty (150) mile radius, following the death of a member of the immediate family. Any scheduled work days falling within the above allotted leave shall be paid time off. For the purpose of this Article, immediate family shall include: spouse, children, parents, siblings, grandparents, parents-in-law, brother-in-law, sister-in-law, daughter-in-law and son-in-law.

- B. One day (12 hours) of leave will be granted for the deaths of an aunt, uncle, or grandchildren.

- C. The Township or its designee may grant leave without pay for anyone else not included.

- D. If additional time is required, an employee may use accumulated compensatory or vacation time upon approval of the Township's designee.

- E. An employee will request bereavement leave from the Township's designee at their earliest practicable time.

- F. Proof of death may be required at the Township's discretion.

Article XXI

Military Leave

- A. Military leave shall be granted pursuant to State and Federal Statutes and Regulations as well as Department of Personnel regulations.

Article XXII

Leave of Absence

- A. Leave of absence without any pay, in the discretion of the Township 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 one (1) year.

- C. During a leave of absence, the Township will not be responsible to provide the employee with the benefits provided within Article XXV. However, if the employee wishes that coverage is extended to him during that leave, the Township will provide it but it must be paid by the employee prior to the Township being billed. This section shall be interpreted consistent with the requirements of COBRA.

Article XXIII

Pensions

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

Article XXIV

Job Descriptions and Duties

- A. The job descriptions and duties for all members of this bargaining unit shall be accordance with each employee's job title.

- B. The Township will maintain on file in the Township office a complete and current job description for all required positions.

- C. The Township 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 XXV

Clothing Allowance

- A. The Township will issue to all newly hired employees all uniforms and turnout gear according to the clothing allowances as set forth in Appendix A attached hereto. All clothing shall meet N.F.P.A. and O.S.H.A. requirements.
- B. Each successive year, each employee shall receive replacement items upon employee request, if in the opinion of the Township, an item requires replacement. Replacement items will be ordered within five working days. The employee as soon as reasonably possible will receive replacement items that are ordered.
- C. The Township will be responsible for the cost of changes in uniform and turnout gear damaged or contaminated in the line of duty.
- D. Uniforms shall be worn on all duty hours except during physical fitness time. When working in and around stations and grounds, the uniform shirt may be removed (but employee must wear undershirt). The Township shall determine the proper uniform for the work being performed.
- E. The Township will provide its employees with all turnout gear and equipment that meet or exceed the requirements of N.F.P.A. and O.S.H.A.
- F. The Township will provide employees wearing eyeglasses or contact lenses with SCBA mask eyeglass inserts at no cost to the employee.
- G. The Township will provide a separate washer and dryer to be used by the employee specifically for maintenance of issued uniforms and station linens.

Article XXVI

Travel Expenses

- A. Employees shall be reimbursed at the Internal Revenue Service rate for reimbursement for using their personal automobile when so ordered and required by the Township, and shall be reimbursed for all non-vehicular expenses in connection with their official duties. Any such expenses must be appropriately documented as a condition of reimbursement.

- B. Employees will be entitled to the meal reimbursement rates for meal expenses incurred while on travel for training:
 - 1. Breakfast - \$8.50 maximum per day
 - 2. Lunch - \$9.50 maximum per day
 - 3. Dinner - \$20.00 maximum per day

- C. Receipts or other appropriate documentation will be required as a condition of reimbursement.

Article XXVII

Hospitalization and Medical Benefits

- A. All existing hospital and medical benefits provided to employees and their families shall be retained and continued in full force and effect during the term of this agreement.

- B. Any changes in the current plans and/or provider must be negotiated with and approved by the Association. The employees shall not have any reduction in its current coverage.

- C. In the event of an employee's separation from the Township, hospitalization and medical benefits shall be continued for a period of one (1) month at the Township's expense.

- D. The township will reimburse any employee the cost of repair or replacement of eyeglasses damaged or lost in the line of duty. The damage must be reported to the officer in charge at the time of the occurrence. The employer will verify the loss or damage with the officer in charge and the effected employee will provide the employer with a receipt for all repairs or replacement costs.

Article XXVIII

Communicable Diseases

- A. The Township shall maintain a separate file to be known as the "Communicable Disease File" in which employees responding to fire rescue alarms in which contact and/or working in close proximity to the victims with communicable diseases and their body fluids shall be recorded in the C.D.F. at the completion of each alarm. It shall be the employee's responsibility to notify the officer in charge and initial the completed C.D.F. form.

- B. If the employee is diagnosed with the AIDS Virus or any other communicable disease, the C.D.F. form shall establish a rebuttal presumption that the employee is eligible for injury leave pursuant to Article XVII.

- C. All employees will be entitled to receive vaccinations for any illness, sickness or disease that could be contracted while in the performance of their duties.

- D. Any communicable diseases that an employee may contract will be assumed to be contracted in the line of duty.

Article XXIX

Safety Clause

- A. 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 Township for the purchase of equipment, turnout gear, uniform, and apparatus. This is also to include refurbishing equipment or apparatus, and altering or constructing new fire stations, and other matters relating to safety.

- B. The Association shall be entitled to representation within any and all committees that may concern work conditions, apparatus or safety.

- C. Employees serving on any labor management committee shall be compensated at a rate of one and one half times their regular hourly rate for all hours served outside of regular work hours.

Article XXX

Promotions

- A. When the Township determines to create a promotional position(s), a notice will be posted, with a copy provided to the Association, advising of the nature of the position and the qualifications required therefore. All promotions will be made in accordance with appropriate state law.

Article XXXI

Bulletin Board

- A. The Association shall have the sole use of the designated Association bulletin board or portion of a bulletin board in each station for the sole purpose of posting notices relating only to matters of official business of all fire organizations and other employee related matters.
- B. Only material authorized by the signature of the Association Representative, President, or Shop Steward shall be permitted to be posted on said bulletin board.
- C. The Township may require the Association to remove, from the bulletin board, any material that does not conform to the intent of the above provisions of this Article. Said material will be kept on file with the Association and the Township.

Article XXXII

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 Township, and may be used for evaluation purposes by the Township only.
- B. Upon advanced notice and at reasonable times, any employee may review his or her personnel file. However, this appointment for review must be made through the Township's designee.
- 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 employees file, and any and all other files within five (5) working days.
- E. All personnel files will be carefully maintained and safeguard permanently and nothing placed in any files shall be removed there from except as provided in Section D above or by mutual agreement.
- F. Maintenance of the personnel files will be accordance with the Archives Laws of the State of New Jersey.
- G. Any disciplinary material action shall be removed from the employee's personnel file after one calendar year provided that there is no re-occurrence of the violation.

Article XXXIII

Printing and Supplying Agreement

- A. This Agreement and any future agreement shall be copied and supplied to each employee by the Township within forty-five (45) calendar days of execution at no cost to the employee.

Article XXXIV

Statutory and Legal Rights

- A. Nothing contained herein shall be construed to deny or restrict the Township or the employee from the exercise of its or their rights under R.S. 34:13A, R.S. 40, 40A or any other national, state, county or local laws or ordinances pertaining to the employee covered by this Agreement.

Article XXXV

Severability and Savings

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of 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 XXXVI

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 XXXVII

Jury Duty

- A. 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.
- B. Employees shall be required to return to duty in the event that the jury duty assignment is less than half of their scheduled shift.

Article XXXVIII

Emergency Leave

- A. 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.

Article XXXIX

Superseding Clause

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

Article XXXX

Light Duty

- A. The purpose of this policy is to establish the authority for temporary light duty assignments and procedures for granting temporary light duty to eligible employees.

- B. Temporary light duty assignments, when available, may be assigned to 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.

Article XXXXI

Maternity Leave

- A. Any employee unable to work due to pregnancy shall be entitled to maternity leave. Any request for maternity leave be accompanied by a written confirmation from the employee's attending physician and will indicate the anticipated date of delivery.

- B. Employees shall retain all seniority during and after any maternity leave.

- C. Employees shall continue to be entitled to all health insurance and medical benefits during maternity leave for a maximum of twelve (12) weeks.

Article XXXXII

Staffing

- A. Station 272 / Squad 278 will have a minimum of two (2) EMT / Firefighters on duty during staffing periods.

Article XXXXIII

Legal Defense

- A. Any employee who is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties shall be entitled to legal representation. The Township shall not reimburse legal fees to any employee who is found guilty of an indictable offense.

Article XXXIV

Physical Fitness

- A. All employees shall be permitted one hour per tour of duty for physical fitness activities while on duty.

Article XXXXV

Education Assistance Program

- A. All employees shall be entitled to self-improvement through an educational assistance program. All requests for approval and/or reimbursement must be processed and received for review and approval by the Township or its designee. Township approval of job related training and education applications will be based upon job relativity and will be at the discretion of the Township or its designee.

- B. Examples of job related training are those courses that are either required for employment, or improve employee versatility for the benefit of the department. These courses shall be based on fire prevention, fire suppression/rescue, medical certification/continuing education and personnel management. These courses shall include any/all fire or EMS related courses that are necessary for related job descriptions as well as renewal of certification and/or licensures. All expenses for employee attendance and required materials shall be borne by the Township for approved job related training.

- C. Upon pre-approval by the Township, all employees shall be eligible for college education reimbursement. A bank of \$5000.00 a year shall be budgeted by the Township for this endeavor and shall be shared by all of the employees. In order to fairly and equitably distribute these funds to all interested employees, a policy shall be implemented and followed dealing specifically with this issue and shall be mutually agreed upon by the Township and the Association.

- D. College education shall be defined as any and all college level subject matter that is offered by an approved college facility, where the course material relates to the job as noted in Section B of this Article. All courses required in order to satisfy college requirements for completion of degrees related to the above shall be included in this section for reimbursement. Employees attending the courses shall initially pay the cost of said course, etc. and be reimbursed upon successful completion of same.

- E. The Township may approve advanced payment for all approved job related courses.

Article XXXXVI

Seniority

- A. Seniority shall be determined by continuous service starting from the date of hire. Upon resignation, discharge or retirement shall break continuous service. Employees with the same employment date shall be assigned seniority in order of their eligibility on the hiring list.

Article XXXXVII

Weather and State of Emergencies

A. Employees will not be required to perform incidental outdoor non-emergency activities when outside weather is as follows:

1. Temperature or wind chill is at or below 32 degrees Fahrenheit.
2. Temperature or heat index is at or above 90 degrees Fahrenheit.

Article XXXVIII

Fully Bargained Agreement

- A. 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.

- B. 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.

- C. 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.

Article XXXIX

Duration, Terms, and Renewal

THIS AGREEMENT shall be retroactive to January 1, 2002 and shall remain in full force and effect through December 31, 2006. 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 Township and the Local have caused this Agreement to be executed by their proper officials.


Township of Westampton

By: 
Township Mayor

By: 
Township Clerk

**Burlington County Professional Firefighters
Association, IAFF Local 3091**

By: 
Robert L. King, President

By: 
Glynn Eckart, Shop Steward

Appendix A

Clothing List

A. The clothing list shall be as follows:

- (4) Uniform Long Sleeve Shirts
- (4) Uniform Short Sleeve Shirts
- (5) Pants
- (1) Uniform Jacket / Coat
- (5) Uniform T-shirts
- (2) Collard Sweat Shirts (a.k.a. Job Shirts)
- (1) Breast Badges
- (1) Station Footwear per year up to one hundred sixty (\$160.00) dollars
- (1) Black Belt

B. The designated uniform will be mutually agreed upon by the Township and the Association.