

AGREEMENT

This Agreement, made this 21st day of March 1990, between the Borough of Glassboro, hereinafter referred to as the "Borough or Employer" and the Glassboro Emergency Medical Services and Glassboro Fire Department hereinafter referred to as the "GLASSBORO EMS/FIREFIGHTERS ASSOCIATION or Employees".

Witnesseth:

Whereas, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours, and other conditions of employment:

Now therefore, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other in respect to the Employees of the Employer as being represented by the GLASSBORO EMS/FIREFIGHTERS ASSOCIATION as follows:

ARTICLE I  
RECOGNITION

The Employer recognizes the above mentioned GLASSBORO EMS/FIREFIGHTERS ASSOCIATION as the sole and exclusive representative of all Glassboro Emergency Medical Service, and Glassboro Fire Department personnel.

ARTICLE 2  
MANAGEMENT RIGHTS

The GLASSBORO EMS/FIREFIGHTERS ASSOCIATION recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Employer. All of the rights, powers, and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

ARTICLE 3  
SALARY

The following is the pay-scale brackets for all full-time Employees.

- \$15,600.00 - \$22,000.00 as of January 1, 1990.
- \$18,300.00 - \$24,180.00 as of January 1, 1991.
- \$19,300.00 - \$25,000.00 as of July 1, 1991
- \$22,000.00 - \$27,752.00 as of January 1, 1992

Seniority and other rights and benefits, for the purpose of this article shall be deemed to have commenced from date of hire.

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ARTICLE 4  
SHIFT DIFFERENTIAL

Shift Differential will be paid the last pay of each month at the rate of \$75.00 for 1990.

Shift Differential will be paid the last pay of each month at the rate of \$85.00 for 1991 and 1992.

ARTICLE 5  
OVERTIME

Overtime shall be paid to all Employees at one and one-half times the regular hourly rate.

Overtime shall be paid to all Fire Department Employees after eight hours worked in one day.

Overtime shall be paid to all EMS Employees after ten hours worked in one day.

ARTICLE 6  
HOLIDAYS

Each Employee will be paid an annual single pay in the last paycheck in November for fourteen holidays, whether or not the Employee worked the holiday. Such payment shall equal the sum of his or her daily rate. The daily rate for EMS shall be computed by dividing the base salary into 1920 hours. The daily rate for FIRE shall be computed by dividing the base salary into 2080 hours.

\* Any full time EMS and FIRE Employees scheduled to work a holiday observed by the BOROUGH HALL will receive compensatory time equivalent to that of their regularly scheduled shift. The exception to this will be Independence Day and Christmas Day which will be observed July 4th and December 25th respectively.

ARTICLE 7  
BENEFITS

a. Effective January 1, 1990 full medical coverage, Prescription Plan, Major Medical and all other group plans paid in full by the Employer shall be extended to all Employees. There will be no decrease in benefits of the above plans and the Employees will receive whatever improvements in benefits other Borough Employees receive, if any.

b. Pensioners with fifteen years or more of service in the Borough will have their Borough Health and Prescription Plan paid in full.

c. All employees understand that the co-payment made by the Employee for prescriptions, may be increased by the company and agree to accept this increase.

d. Incentive Benefits:

1. Firefighters who keep CPR Certification up in accordance with current standards, and proof of same will receive \$50.00 per year payable in the last pay of November.

2. Any Employee that keeps CPR Instructor Certification, and conducts a minimum of 3 classes per year, open to the public or Borough Employees, will receive \$150.00

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3. Employees attending seminars or schools within the Tri-State area, which are job related and approved by the Department Head, and that are 50 miles from home, the Borough agrees to pay for accommodations.

4. Any Employee showing proof of payment and attendance to a physical fitness program shall be entitled to re-imbursement by the Borough in the amount of \$150.00 per year, payable in the last pay in November.

e. All employees will be entitled to a complete medical examination once a year, the expense for this examination shall be paid by the employer.

#### ARTICLE 8 VACATIONS

a. Each member of the GLASSBORO EMS/FIREFIGHTERS ASSOCIATION shall be entitled to the following vacations:  
After one year service to five years-ten scheduled work days.  
After five years to ten years-fifteen scheduled work days.  
After ten years to fifteen years-twenty scheduled work days.  
After fifteen years to twenty years-twenty five scheduled work days.

After twenty years to twenty five years-30 scheduled work days.  
After twenty five years or more-thirty five scheduled work days.

b. Vacations will be selected by seniority in the Department. Each person will be given 10 days to select his or her vacation. If they fail to select in the given time period, the next person in seniority will select. The senior person failing to select within the allotted time period, will then wait till all others have selected.

There will be no exchanging of vacation weeks. If an Employee drops a week to pick up another after selections have been made, the next Senior Employee will be entitled to that week and so on down through the last employee.

All vacations will be selected and posted by March 31st of that year.

c. Vacations may not be carried over into the next year unless; an Employee has been out sick for a prolonged period, or a vacation has been cancelled due to emergency. The Employee may then carry vacation into the next year, but must complete it by March 31st of that year.

#### ARTICLE 9 PROCEDURE FOR VACANCY IN SCHEDULED SHIFT

a. If an Employee calls in sick for his or her regular shift, the person on shift ahead of the vacated shift will be entitled to work the full vacancy if he or she so desires, the first day of the vacancy. If for some reason he or she doesn't want to work the vacancy, the shift will be split by the shift ahead and the shift following. If a person remains out sick, it will be split till the end of the second week. After the second week, a part timer may fill the vacancy till the Employee returns. If a part timer

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is not available the shift will be split as described above.

b. Vacancies for weekly schedule or vacations, part timers will be used, if no part timers are available, it will be filled by splitting the shift as described above.

c. FIREFIGHTERS; If the Saturday day shift (8am-4pm) is not filled by a part timer and posted as of midnight Tuesday of that week, the shift will be covered in the same manner as described above (a).

#### ARTICLE 10 LONGEVITY

Longevity benefits will be paid based on the following rate schedule:

1/2% after 3 years of service  
2% after 5 years of service  
3.5% after 10 years of service  
4.5% after 15 years of service  
5.5% after 20 years of service  
6.5% after 25 years of service

Longevity benefits for all Employees will increase 1/2 % in all brackets, as of January 1, 1991.

#### ARTICLE 11 RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which the members of the GLASSBORO EMS/FIREFIGHTERS ASSOCIATION have heretofore enjoyed, as of December 31, 1989 and are presently enjoying, shall be maintained and continued by the Employer during the term of this Agreement at not less than the highest standards in effect.

The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement as if set forth herein at length.

#### ARTICLE 12 DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Employer or any of it's agents against the employees represented by the GLASSBORO EMS/FIREFIGHTERS ASSOCIATION because of membership or activity in the ASSOCIATION. The ASSOCIATION or any of its agents shall not intimidate or coerce employees into membership. Neither the Employer nor the ASSOCIATION shall discriminate against any employee because of race, creed, color, age, sex, or national origin.

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ARTICLE 13  
SAVINGS CLAUSE

In the event that any Federal or State Legislation, Governmental Regulation or Court Decision, causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall re-negotiate concerning any such invalidated provisions.

ARTICLE 14  
PERSONAL DAYS

Each employee shall be given five personal days off to be taken at their discretion at any time during the calendar year, subject to the approval of the Department Head. Any Employee that does not use all of his or her Personal Days may request to "cash in" un-used days for one (1) full days pay for each, to be paid in the last pay of December.

ARTICLE 15  
UNIFORMS

\* All full time EMS and FIRE Employees will receive a uniform allowance in the amount of \$450.00 to be used for the purchase of new uniforms and shoes. This check will be issued by the BOROUGH, by June 30th. The BOROUGH agrees to maintain all uniforms as agreed to in this contract.

The standard duty uniform for FIREFIGHTERS shall be as follows: Blue shirts (long or short sleeve)

Blue pants

Black shoes or boots (no sneakers)

Black or White socks

Black belt

Badge, Name plate, Lapel pins

Blue baseball style cap with Department patch is optional.

Blauer Jacket or Turnout coat

\* Navy blue T-shirt, with Maltese Cross, under the uniform shirt is optional and may be worn alone only while performing tasks that may stain or damage uniform shirts.

The standard duty uniform for EMS shall be as follows:

White shirt (long or short sleeve)

Blue trousers

Black or White socks

Black shoes or boots

Black belt

Badge, Name plate or ID badge

Blauer or Turnout Coat

Blue baseball style cap with Department or EMT patch is optional

ARTICLE 16  
JOB DESCRIPTION

Job descriptions for EMS/FIREFIGHTERS shall be included in this agreement, any changes must be negotiated and agreed to by both parties. See Appendix "B" and "C".

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ARTICLE 17  
NEGOTIATIONS PROCEDURES

The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer Relations Act in good faith effort to reach agreement on all matters concerning the terms and conditions of employment of the Borough Employees included in Article 1. Such negotiations shall begin not later than November 1st of the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees included in Article 1, be reduced to writing be signed by authorized representatives of the Borough of Glassboro and the GLASSBORO EMS/FIREFIGHTERS ASSOCIATION.

The Borough agrees that there shall be no change in the terms of this contract.

Whenever any representative of the Employees is scheduled to participate during the scheduled working hours in negotiations, grievances, conferences, or meetings, with the Borough representatives he shall be relieved from duty subject to the manpower needs of the Department.

ARTICLE 18  
ADDITIONAL BENEFITS

All benefits not included within this Agreement that are enjoyed by other Borough of Glassboro Employees, except those benefits which are related specifically to a job category, shall also be afforded to the ASSOCIATION.

ARTICLE 19  
REOPEN CLAUSE

the parties have hereto agreed to have the option of reopening this Agreement in its third year for the express purpose of negotiating additional benefits only.

ARTICLE 20  
DURATION

This Agreement shall become effective January 1, 1990 and shall terminate on December 31, 1992. If either party desires to change this Agreement during the life of the Agreement, it shall notify the other party in writing at least 14 days before said desire to change the Agreement.

Sixty days prior to the Agreement expiration date will automatically serve as notice to re-negotiate contract language, conditions, and wages; and letters requesting the desire to re-negotiate may be exchanged with in the sixty day period.

In witness whereof, the parties hereto have signed this Agreement on \_\_\_\_\_ agreeing to be bound thereby, including the terms of Appendix A, B, and C, attached hereto.

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In witness whereof, the parties hereto have signed this Agreement on MARCH 27, 1990 agreeing to be bound thereby, including the terms of Appendix A, B, and C, attached hereto.

Official Representative of

GLASSBORO EMS/FIREFIGHTERS  
ASSOCIATION

Ronald R. Scheidt

NEGOTIATOR

Ronald J. Williams

NEGOTIATOR

Official Representative

BOROUGH OF GLASSBORO

Warren G. Layton

Warren G. Layton  
Administrative Assistant

Donald Barger

Donald Barger  
Mayor

cgb 1/90

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BOROUGH OF GLASSBORO

Warren G. Layton  
Warren G. Layton  
Administrative Assistant

Donald Barger  
Donald Barger  
Mayor

## GRIEVANCE PROCEDURE

The purpose of this article is to settle all grievances between the Borough and the members of the GLASSBORO EMS/FIREFIGHTERS ASSOCIATION as quickly as possible so as to insure efficiency and to promote Employee morale. A grievance is defined as any argument or dispute between the Borough and the GLASSBORO EMS/FIREFIGHTERS ASSOCIATION involving the application, interpretation or alleged violation of this agreement. Any grievance must be presented within (10) ten working days after the aggrieved person knew of the event or events upon which the claim is based or else such grievance is deemed waived. A grievance shall be processed as follows:

### STEP A

The EMS/FIREFIGHTER representative, the aggrieved party(s) and the Borough representative, shall, within five (5) working days of said filing, meet and attempt to settle the matter. If a settlement is not reached, the EMS/FIREFIGHTER or it's representative shall furnish a written statement of the grievance to the Borough representative on a form provided by the Borough. The Borough representative or his designee, and the EMS/FIREFIGHTER or it's representative shall each file a written report of their findings of fact, conclusions and recommendations in addition to said written statement, with the Director of Public Safety, within five (5) working days of their meeting.

### STEP B

The Director of Public Safety shall conduct a hearing no later than five (5) working days from the receipt of said findings, conclusions, and recommendations. Prior written notification for said meeting shall be given to all interested parties. Present for said hearing shall be the Borough representative, the EMS/FIREFIGHTER or it's representative and all interested persons. The director shall make all reasonable attempts to reach a settlement at this time, he shall within five (5) working days render a written decision resolving the dispute and serve same upon the respective parties.

If the aggrieved party(s) or the EMS/FIREFIGHTER (representative) object to the Director's decision, he (they) shall, within five (5) working days of receipt of the Director's written decision, request a hearing with the full Borough Council. Said hearing shall occur within fifteen (15) days of receipt of said request. Interested parties shall be furnished with advanced written notice of the

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scheduled hearing date.

#### STEP C

Upon compliance with the requirements of Step B above, the Borough Council shall conduct a hearing present at which shall be interested parties, the Director of Public Safety, the Borough representative (or designee) and the EMS/FIREFIGHTER (and/or it's representative). The Council shall make all reasonable attempts to reach a settlement satisfactory to all parties. If an amicable settlement is not reached, the Borough Council shall within ten (10) days, render a written decision resolving said dispute and serve same upon the respective parties.

NOTE: If an amicable settlement of the dispute is reached upon agreement of the parties in any of the above steps, said agreement shall be reduced to writing and signed by the respective parties.

#### ARBITRATION

If the aggrieved party(s) or the EMS/FIREFIGHTER (or representative) disagree with or object to the decision of the Borough Council, he (they) shall file for arbitration within twenty (20) working days of receipt of the decision of the Council. The filing party shall serve written notice of same with the other parties. Only grievances related to the interpretation and application of the specific provisions of this Agreement shall be arbitrable. No other issues may be submitted to the arbitrator.

The parties shall immediately attempt to mutually agree upon an impartial arbitrator. Should the parties fail to agree, they shall obtain the services of the American Arbitration Association. The State Board of Mediation or the Public Employment Relations Commission and shall be bound by their rules and regulations. The cost of the Arbitrator shall be shared equally by the Borough and the EMS/FIREFIGHTERS ASSOCIATION. The decision of the Arbitrator shall be final and binding upon both parties.

The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him. The arbitrator shall be further bound by the laws of the State of New Jersey and the United States and decision's of the Courts of the State of New Jersey and the United States, where applicable.

The Arbitrator shall not add to, modify, detract from or alter in any way, the provisions of this Agreement. In rendering his written decision, the arbitrator shall indicate his findings of fact and reason for his decision.

scheduled hearing date.

#### STEP C

Upon compliance with the requirements of Step B above, the Borough Council shall conduct a hearing present at which shall be interested parties, the Director of Public Safety, the Borough representative (or designee) and the EMS/FIREFIGHTER (and/or it's representative). The Council shall make all reasonable attempts to reach a settlement satisfactory to all parties. If an amicable settlement is not reached, the Borough Council shall within ten (10) days, render a written decision resolving said dispute and serve same upon the respective parties.

NOTE: If an amicable settlement of the dispute is reached upon agreement of the parties in any of the above steps, said agreement shall be reduced to writing and signed by the respective parties.

#### ARBITRATION

If the aggrieved party(s) or the EMS/FIREFIGHTER (or representative) disagree with or object to the decision of the Borough Council, he (they) shall file for arbitration within twenty (20) working days of receipt of the decision of the Council. The filing party shall serve written notice of same with the other parties. Only grievances related to the interpretation and application of the specific provisions of this Agreement shall be arbitrable. No other issues may be submitted to the arbitrator.

The parties shall immediately attempt to mutually agree upon an impartial arbitrator. Should the parties fail to agree, they shall obtain the services of the American Arbitration Association. The State Board of Mediation or the Public Employment Relations Commission and shall be bound by their rules and regulations. The cost of the Arbitrator shall be shared equally by the Borough and the EMS/FIREFIGHTERS ASSOCIATION. The decision of the Arbitrator shall be final and binding upon both parties.

The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him. The arbitrator shall be further bound by the laws of the State of New Jersey and the United States and decision's of the Courts of the State of New Jersey and the United States, where applicable.

The Arbitrator shall not add to, modify, detract from or alter in any way, the provisions of this Agreement. In rendering his written decision, the arbitrator shall indicate his findings of fact and reason for his decision.

## EMS JOB DESCRIPTION

### ALL PAID PERSONNEL

1. To respond to all calls as and when dispatched by County Dispatch.
2. To keep all rigs clean supplied and ready for emergency runs.
3. To maintain and keep building clean while on duty.
4. To check on and keep oxygen tanks full and ready for use.

### SHIFT ASSIGNMENTS

1. All shifts, at the beginning of shift, will check rigs for supplies, equipment, gas and oil, as called for on daily rig check sheets.
2. The day shift will be responsible for cleaning of rigs, weather permitting.
3. The night shift will report any problems with the rigs, by filling out vehicle checkoff slip describing the problem and delivering the vehicle to the Highway Dept. before going off shift. Copy of report to Highway and copy kept for our records.

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## FIREFIGHTER JOB DESCRIPTION

Job Title:  
ENGINEER - FIRE DEPARTMENT

Reports To:  
FIRE CHIEF

### Purpose:

Under minimum supervision, respond to all in town emergency fire or rescue calls with first out apparatus. Maintain fire equipment and building.

### Major Duties and Responsibilities:

1. Respond to emergency calls with proper first out apparatus.
2. Maintain all fire apparatus and equipment in good working order at all times.
3. Perform routine preventive maintenance on fire equipment as scheduled.
4. Perform repairs on equipment when possible or feasible as designated by the Fire Chief.
5. Maintain Fire Department building and grounds in neat and clean manner as posted on schedule.
6. Perform other related duties, as required by the Chief, and are previously accepted by Fire Department employees.

### Minimum Job Requirements:

Education: High School / Vocational School diploma or equivalent work experience with training in fire-fighting and pump operation. Valid New Jersey drivers license.

### Working Conditions/Physical Demands

Rotating shifts, required overtime, weekends, holidays and emergency situations on short notice. Some heavy lifting and life hazard may be involved.

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