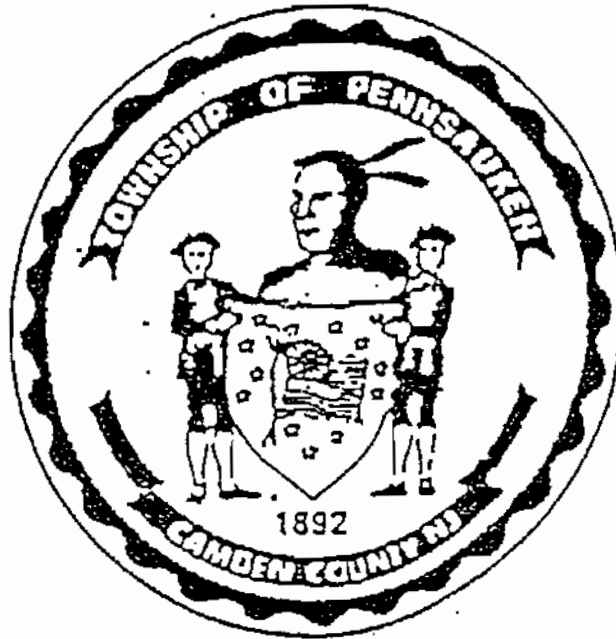


AGREEMENT

2676

between

THE TOWNSHIP OF PENNSAUKEN



and

PENNSAUKEN CAREER FIREFIGHTERS ASSOCIATION
FIREFIGHTERS MUTUAL BENEVOLENT ASSOCIATION

LOCAL 64



TABLE OF CONTENTS

ARTICLE		PAGE
	PREAMBLE	1
I	RECOGNITION	2
II	MANAGEMENT RESPONSIBILITY	3
III	RULES AND REGULATIONS	5
IV	NON-DISCRIMINATION	6
V	MAINTENANCE OF WORK OPERATIONS	7
VI	GRIEVANCE PROCEDURE	8
VII	DUES DEDUCTION AND AGENCY SHOP	12
VIII	HOURS OF WORK	14
IX	NEGOTIATIONS	15
X	SALARIES	16
XI	LONGEVITY	21
XII	HOLIDAYS	22
XIII	ANNUAL VACATION LEAVE	24
XIV	SICK LEAVE WITH PAY	25
XV	INJURY LEAVE	27
XVI	FUNERAL LEAVE	29
XVII	MILITARY LEAVE	30
XVIII	SPECIAL LEAVE WITH PAY	31
XIX	LEAVE OF ABSENCE WITHOUT PAY	32
XX	HOSPITALIZATION & MEDICAL-SURGICAL INS.	33
XXI	PHYSICAL EXAMINATIONS	35

XXII	EDUCATIONAL BENEFITS	36
XXIII	MILEAGE	37
XXIV	SEVERANCE PAY	38
XXV	RETIREMENT	39
XXVI	UNIFORM ALLOWANCE	41
XXVII	SUSPENSIONS	42
XXVIII	SEPARABILITY AND SAVINGS	43
XXIX	FULLY BARGAINED AGREEMENT	44
XXX	DURATION OF AGREEMENT	45

PREAMBLE

THIS AGREEMENT, entered into this 30TH day of APRIL 1996, by and between the **TOWNSHIP OF PENNSAUKEN**, in the County of Camden, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township", and the Pennsauken Career Firefighters Association, F.M.B.A. Local 64, hereinafter called the "F.M.B.A.", represents the complete and final understanding on all bargainable issues between the Township and the F.M.B.A..

ARTICLE I

RECOGNITION

- A. The Township hereby recognizes the F.M.B.A. as the sole and exclusive collective negotiating agent and representative for all fulltime employees of the Township of Pennsauken Fire Department and Ambulance Drivers as per Public Employees Employment Commission R.O. # 95-12.

- B. The title "employee" shall be defined to include the plural as well as the singular and to include males and females.

- C. It is understood between the parties that wherever the words Ambulance Drivers is used, it refers to only 2 Ambulance Drivers who where hired before December 31st. 1993.

- D. This Contract does not recognize any E.M.T., whether full or part time as a member of the Collective Bargaining Unit.

ARTICLE II

MANAGEMENT RESPONSIBILITY

- A. The Township of Pennsauken hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States including, but without limiting the generality of the foregoing, the following rights:
- 1.) The executive management and administrative control of the Township Government and its properties and facilities and activities of its Firefighters/ Ambulance Drivers utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
 - 2.) To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of Firefighters/ Ambulance Drivers needed for any particular time and to be in sole charge of the quality and quantity of the 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 Career Firefighters/ Ambulance Drivers.
 - 4.) To hire all Firefighters/ Ambulance Drivers to promote, transfer, assign or retain in positions within the Township.
 - 5.) To suspend, demote, discharge or take any other appropriate disciplinary action against any Firefighter/ Ambulance Driver for good and just cause according to law.
 - 6.) To lay off Firefighters/ Ambulance Drivers in the event of lack of funds under conditions where continuation of such work would be inefficient and non-productive.

- 7.) The Township reserves the right with regard to all conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Fire Department/ First Aid Squad.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms thereof are in conformance with the Constitution and laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R. 40A:1-1 et seq. or any other National, State, County or local laws or regulations.

ARTICLE III

RULES AND REGULATIONS

Proposed new rules and regulations or modifications of existing rules, orders, procedures or policies governing negotiable working conditions addressed within this contract, shall be negotiated with a majority representative before they are established.

ARTICLE IV

NON-DISCRIMINATION

- A. The Township and the F.M.B.A. agree that there shall be no discrimination against any Firefighter/ Ambulance Driver because of race, creed, color, religion, sex, national origin, age or political affiliation.

- B. The Township and the F.M.B.A. agree that all Firefighter/ Ambulance Driver 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 F.M.B.A. against any Firefighter/ Ambulance Driver because of the Firefighter/ Ambulance Driver membership or non-membership or activity or non-activity in any such organization.

ARTICLE V

MAINTENANCE OF WORK OPERATIONS

- A. The F.M.B.A. hereby covenants and agrees that during the term of this Agreement, neither the F.M.B.A. nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township. The F.M.B.A. agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, slow-down, walk-out, or other job action, it is covenanted and agreed that participation in any such activity by any F.M.B.A. member shall entitle the Township to consider such activity grounds for termination of employment of such Firefighter/ Ambulance Driver or group of such.
- C. The F.M.B.A. agrees that it will make every reasonable effort to prevent its members from participating in any strike, work-stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Township and that the F.M.B.A. will publicly disavow each action and order all such members who participate in such activity to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the F.M.B.A. order.
- 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 in equity for injunction or damages, or both, in the event of such breach by the F.M.B.A. or its members.

ARTICLE VI

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest level possible, an equitable solution to the problems which may arise effecting the terms and conditions or employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any Firefighter/ Ambulance Driver having a grievance to discuss the matter informally with any appropriate member of the Department.
- C. 1.) The term "grievance" as used herein means an appeal by an individual Firefighter/ Ambulance Driver or the F.M.B.A. on behalf of an individual Firefighter/ Ambulance Driver or a group of Firefighter/ Ambulance Drivers, from the interpretation, application or violation of terms and conditions of this Agreement.
- 2.) No grievance may proceed beyond Step #1 herein unless it constitutes a controversy arising over the interpretation, application or violation of terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step #1 herein.
- 3.) Nothing herein shall be interpreted as intending to remove from arbitration disputed disciplinary actions, which are mandatorily arbitrable pursuant to law.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any Step is waived by mutual consent.

STEP ONE: The aggrieved or the F.M.B.A. shall institute action under the provisions hereof within five (5) calendar days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved Firefighter/ Ambulance Driver and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said five (5) calendar days shall be deemed to constitute an abandonment of the grievance.

STEP TWO: If no agreement can be reached orally within five (5) calendar days of the initial discussion with the immediate supervisor, the Firefighter/ Ambulance Driver or the F.M.B.A. may present the grievance in writing within five (5) calendar days thereafter to the Chief of the Fire Department/ Chief of the First Aid Squad or his designated representative. The grievance, if presented by the F.M.B.A., shall have the written acknowledgment of the Firefighter/ Ambulance Driver to the F.M.B.A. at the time of filing the grievance with the Chief of the Fire Department/ Chief of the First Aid Squad. Such acknowledgment will be retained by the F.M.B.A. until requested by the Township Administrator upon reaching Step Three. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of this contract violated and the remedy requested by the grievant. The Chief of the Fire Department/ Chief of the First Aid Squad or his designated representative will answer the grievance in writing within five (5) calendar days of receipt of the written grievance.

STEP THREE: If the F.M.B.A. wishes to appeal the decision of the Chief of the Fire Department/ Chief of the First Aid Squad, such an appeal shall be presented in writing to the Township Administrator within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. Failure to provide the written grievance and answer as required in Step 2, to the Township Administrator within the time prescribed above, shall constitute an abandonment of the grievance. The Township Administrator shall respond in writing to the grievance within fifteen (15) calendar days of the submission.

STEP FOUR: If the F.M.B.A. wishes to appeal the decision of the Township Administrator, such an appeal shall be presented in writing to the Township Committee within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. Failure to provide the written grievance and answer as required in Steps 2 and 3, to the Township Committee, within the time prescribed above, shall constitute an abandonment of the grievance. The Township Committee shall respond in writing to the grievance within thirty (30) days of submission.

STEP FIVE: In the event the grievance has not been resolved in or at Step Four, the matter may be referred to binding arbitration as hereinafter provided. In the event that the Township or the F.M.B.A. desires to submit a grievance to arbitration, the following procedure shall be followed: a.) The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party(ies) within ten (10) working days following receipt of the Township Committee's determination. The only issue which may be submitted to arbitration is the grievance presented to the Township Committee in **Step 4**. The notice of intent to arbitrate shall contain the statement of the issue which shall not expand or otherwise modify the issue considered in **Step 4**.

b.) The party demanding arbitration shall request Public Employees Relation Commission (P.E.R.C.) to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the Rules and Regulations of P.E.R.C.

c.) The costs of the services of the arbitrator shall be borne equally by the Township and the F.M.B.A.

d.) The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

e.) The decision of the arbitrator shall be final and binding upon the Township and the F.M.B.A.

f.) The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

g.) The arbitrator shall be bound by the provisions of this Agreement and the Constitution and the 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 authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

- E. Upon prior notice to and authorization of the Chief of the Fire Department/ Chief of the First Aid Squad, the designated F.M.B.A. representative shall be permitted as members of the Grievance Committee to confer with the Firefighters/ Ambulance Drivers and the Township on specific grievance in accordance with the grievance procedure set forth herein during work hours of the Firefighters/ Ambulance Drivers, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township of Pennsauken or require the recall of off-duty Firefighters/ Ambulance Drivers.
- F. 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 the 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 preceding 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.
- G. Firefighters/ Ambulance Drivers covered by this Agreement shall have the right to process their own grievance without representation by the F.M.B.A. or other counsel.
- H. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be cancelled and the matter withdrawn from the procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Township Committee on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the F.M.B.A.

ARTICLE VII

DUES DEDUCTION AND AGENCY SHOP

- A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the F.M.B.A. Such deductions shall be made in compliance with Chapter 123, Public Laws 1974, N.J.S.A. (R.S.) 52:14-15.9e as amended.
- B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the F.M.B.A. and verified by the Municipal Finance Officer 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 F.M.B.A. shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorization cards from its members showing authorized deduction for each employee, or an official notification on the letterhead of the F.M.B.A. and signed by the President of the F.M.B.A. advising of such changed deduction.
- D. The F.M.B.A. will provide the necessary "check-off authorization" form and the F.M.B.A. will secure the signatures of its members on the forms and deliver the signed forms to the Municipal Finance Officer.
- E. Any such written authorization may be withdrawn at any time by the filing of such withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.93, as amended.
- F. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the F.M.B.A. and transmit that fee to the majority representative.
- G. The deduction shall commence for each employee who elects not to become a member of the F.M.B.A. during the month following written notice from the F.M.B.A. of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must be furnished to the New Jersey Public Employment Relations Commission.

- H. The fair share fee for services rendered by the F.M.B.A. shall be in an amount equal to the regular membership dues, initiation fees and assessments of the F.M.B.A., less the cost of benefits financed through the dues and available only to members of the F.M.B.A., but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.
- I. 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 it is necessary for the F.M.B.A. 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.
- J. Prior to January 1st and July 31st each year, the F.M.B.A. shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Township, and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above, if necessary.
- K. The F.M.B.A. shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the F.M.B.A. 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 resolution of the appeal.
- L. The F.M.B.A. 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 official notification on the letterhead of the F.M.B.A. and signed by the President of the F.M.B.A. advising of such changed deduction.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

- A. The regular work week for all Firefighters/ Ambulance Drivers shall be a maximum of forty-five (45) hours per week.
- 1.) The hours for all Firefighters shall be as follows:
a.) Monday thru Friday 8:00 A.M. till 5:00 P.M. 2.)
The hours for the Ambulance Drivers shall be as follows:
a) Monday thru Friday 6:00 A.M. till 3:00 P.M.
b) The hours of the Ambulance Drivers are subject to change based on demands of the Emergency Medical Operations, and if the hours are to be changed by the Chief of the 1st. Aid Squad the Ambulance Drivers will be given 1 week advanced notice, unless their is a emergency situation.

ARTICLE IX

NEGOTIATIONS

- A. Those Firefighters/ Ambulance Drivers who are members of the bargaining team in regard to negotiations shall be reassigned to negotiations on Monday thru Friday 8:00 A.M. to 5:00 P.M. In the event a negotiating session goes beyond 5:00 P.M., the Township shall have no obligation to pay members of the bargaining team for that additional time.

ARTICLE X

SALARIES

A. All bargaining unit employees employed by the Township prior to December 31, 1993, shall be subject to the following salary schedule. Which was passed in Township of Pennsauken Ordinance Number 94-39.

1.) Salary Schedule commencing July 1, 1992 through June 30, 1993:

Starting Salary	\$ 33,864
Starting Salary 2nd Year	36,464
Starting Salary 3rd Year	39,989

2.) Salary Schedule commencing July 1, 1993 through June 30, 1994:

Starting Salary	\$ 35,557
Starting Salary 2nd Year	38,287
Starting Salary 3rd Year	41,988

3.) Salary Schedule commencing July 1, 1994 through June 30, 1995:

Starting Salary 2nd Year	\$ 40,201
Starting Salary 3rd Year	44,087

4.) Salary Schedule commencing July 1, 1995 through June 30, 1996:

Starting Salary 2nd Year	\$ 41,809
Starting Salary 3rd Year	45,850

5.) Salary Schedule commencing July 1, 1996 through December 31, 1996:

Starting Salary 3rd Year	\$ 47,684
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B. All members of the Fire Department or Ambulance Drivers upon completion of twenty-two (22) years of service, shall attain the position of Senior Firefighter or Senior Ambulance Driver. The annual salary to be paid to the above attaining that position shall be as follows:

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- 1.) Salary Schedule commencing July 1, 1992 through June 30, 1993:
 Senior Firefighter/ Ambulance Driver \$ 46,896
- 2.) Salary Schedule commencing July 1, 1993 through June 30, 1994
 Senior Firefighter/ Ambulance Driver \$ 49,241
- 3.) Salary Schedule commencing July 1, 1994 through June 30, 1995
 Senior Firefighter/ Ambulance Driver \$ 51,703
- 4.) Salary Schedule commencing July 1, 1995 through June 30, 1996
 Senior Firefighter/ Ambulance Driver \$ 58,059
- 5.) Salary Schedule commencing July 1, 1996 through December 31, 1996
 Senior Firefighter/ Ambulance Driver \$ 60,381

C. All Firefighter/ Ambulance Drivers employed by the Township of Pennsauken in a full time capacity prior to December 31, 1993, shall also receive stand-by pay. The annual stipend is hereby fixed in the following amounts:

- 1.) May 30, 1994 through June 30, 1994 \$ 7,875.40
- 2.) July 1, 1994 through June 30, 1995 \$ 8,268.00
- 3.) July 1, 1995 through June 30, 1996 \$ 8,595.60
- 4.) July 1, 1996 through December 31, 1996 \$ 8,944.00

D. Beginning on January 1, 1994 and continuing through the term of this contract, any Firefighterr hired by the Township subsequent to that date, shall be subject to the following salary schedule. For the purpose of this salary schedule, the "Cadet" salary shall be applicable to any Firefighter hired by the Township until that individual has completed training or has been employed for a full year by the Township, whichever comes later. After completion of training, the salary scale shall be applied with reference to the anniversary date of hire. So that for example, in the event that an individual does not complete training until fifteen (15) months after the date of hire, he shall be paid the Cadet salary until completion of the training, but shall be paid the beginning second year salary upon completion of said training and the beginning third year salary commencing on the twenty-fourth (24th) month after his date of hire. The salary schedule is as follows:

Cadet	\$ 25,000.00
Anniversary Date beginning 2nd Year	\$ 26,500.00
Anniversary Date beginning 3rd Year	\$ 28,500.00
Anniversary Date beginning 4th Year	\$ 31,000.00
Anniversary Date beginning 5th Year	\$ 34,000.00
Anniversary Date beginning 6th Year	\$ 37,000.00
Anniversary Date beginning 7th Year	\$ 40,000.00
Anniversary Date beginning 8th Year	\$ 44,087.00

E. All Firefighters employed by the Township of Pennsauken in a full time capacity after January 1, 1994, shall receive the following stand-by pay. The annual stand-by pay hereby fixed in the following amounts:

Cadet	\$ 4,687.50
Anniversary Date beginning 2nd Year	\$ 4,968.75
Anniversary Date beginning 3rd Year	\$ 5,343.75
Anniversary Date beginning 4th Year	\$ 5,812.50
Anniversary Date beginning 5th Year	\$ 6,375.00
Anniversary Date beginning 6th Year	\$ 6,937.50
Anniversary Date beginning 7th Year	\$ 7,500.00
Anniversary Date beginning 8th Year	\$ 8,266.31

- F. Except as more specifically set forth herein, this salary schedule shall not be increased by any percentage increase or otherwise during the term of this contract. However, the rate of pay for Firefighter (beginning eighth year) shall be increased annually during the term of this contract in accordance with the annual percentage salary increases granted to all other previously hired Firefighters as set forth in Section A-1. It is the intention of this provision that new hires will reach the same salary as is presently earned by third year Firefighter, at the beginning of the eighth year.
- G. The foregoing annual salaries and stand-by pay shall be paid in equal installments on every Thursday after 3:00 P.M. throughout the year. When a payday falls on a holiday, the salary shall be paid on the proceeding day. In the event paychecks are not available on Thursday due to circumstances beyond the control of the Township, the Township shall notify the highest ranking Career Firefighter in attendance as soon as possible.
- H. Payment for vacation time in advance may be made on the scheduled pay day prior to the vacation period upon written notice of at least one week to the Treasurer.
- I. Other contractual agreements related to fringe benefits directly affecting compensation of Firefighters/ Ambulance Drivers and employees shall remain in force as adopted by the Township.*19*

J. Rates of pay shall be paid retroactively to the commencing date of the Salary Schedule, or the date of hire, if subsequent to that date.

ARTICLE XI

LONGEVITY

- A. Longevity pay is to be given to each Firefighter/
Ambulance Driver at the following rate:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY PAY</u>
Starting - 4th Year	0% of base pay
Beginning 5th - 9th Year	3% of base pay
Beginning 10th - 14th Year	4% of base pay
Beginning 15th - 19th Year	5% of base pay
Beginning 20th - 22nd Year	6% of base pay

- B. After twenty-two (22) years service, each Firefighter/
Ambulance Driver will receive zero (0) percent
longevity. In the calendar year in which a Firefighter/
Ambulance Driver reaches the completion of his twenty-
second (22nd) year, his longevity benefits shall be
prorated from January 1st to his anniversary date.
Longevity is not to be deducted from the pay raise but
to be in addition thereto, and shall be issued
separately within the first pay period of December of
each year and shall be based upon his salary in effect
as of that time.

ARTICLE XII

HOLIDAYS

- A. The following days shall be recognized as holidays:
- 1.) New Years Day
 - 2.) Washington Birthday
 - 3.) Memorial Day
 - 4.) Independence Day
 - 5.) Labor Day
 - 6.) Thanksgiving Day
 - 7.) Christmas Day
 - 8.) Veteran's Day
 - 9.) Good Friday
 - 10.) Easter Sunday
 - 11.) Election Day
 - 12.) Lincoln's Birthday
 - 13.) Martin Luther King Day
- B. Each Firefighter/ Ambulance Driver shall receive three (3) additional working days leave of absence in addition to said holidays with pay, bringing a total of sixteen (16) days off. The three (3) additional days shall be known as Personal Days and shall be treated the same as holidays.
- C. Firefighter/ Ambulance Drivers may take such holiday leave at a time convenient to the Township and with the approval of the members of the governing body in charge of the Fire Department or First Aid Squad. These holidays will be able to be carried over to the following years, or the Firefighter/ Ambulance Driver may be paid for his unused holidays as an option on December 1st by a separate check. The Firefighters/ Ambulance Drivers ability to sell back unused holidays and vacation days shall be limited to the number of days which that Firefighter/ Ambulance Driver earned or would have earned in that calendar year.

- D. All additional holidays declared by the Mayor for Township employees during the duration of this agreement shall be declared for the Firefighters/ Ambulance Drivers when given to Township employees. The use of such holidays shall be subject to availability of manpower. "Additional Holidays" shall not include the emergency closing of Township Offices. (i.e. snow days).

- E. Holidays and Personal days which arise while a Firefighter/ Ambulance Driver is out of work due to an injury in the line of duty may be carried over by the Firefighter/ Ambulance Driver for one year following the date of the holiday, any provision in this Agreement to the contrary notwithstanding.

ARTICLE XIII

ANNUAL VACATION LEAVE

- A. 1.) Annual Vacation leave of absence shall be granted to each Firefighter/ Ambulance Driver as follows:

Starting to the end of the first year	15 days
Start of 2nd year to end of 4th year	17 days
Start of 5th year to end of 9th year	20 days
Start of 10th year to end of 14th year	23 days
Start of 15th year to end of 19th year	26 days
Start of 20th year to end of 22nd year	29 days

- 2.) Upon completion of twenty-two (22) years of service, a Firefighter/ Ambulance Driver shall not be entitled to receive or accumulate any additional vacation days. Vacation time accumulated prior to the completion of the Firefighter/ Ambulance Drivers twenty-second (22nd) year shall not be effected.

- 3.) In the calendar year in which the Firefighter/ Ambulance Driver completes his twenty-second (22nd) year of service, vacation days shall be granted on a pro-rated basis from January 1st to the Firefighter/ Ambulance Driver Anniversary date.

- B. 1.) Vacation can be carried over to the following years or be paid on December 1st for his remaining vacation days. This decision will be left to the Firefighter/ Ambulance Driver.

- 2.) An Firefighter/ Ambulance Driver may sell back vacation equal to the number of days he has earned or would have earned in that calendar year.

- C. If an employee terminates his employment with the Township, or his employment is terminated by the Township, he shall be entitled to receive vacation and/or vacation pay on a pro-rated basis.

ARTICLE XIV

SICK LEAVE WITH PAY

- A. All permanent fulltime Firefighters/ Ambulance Drivers covered by this Agreement shall be granted sick leave with pay in the amount of one (1) working day for every month of service during the remainder of the first calendar year of service and seventeen (17) working days in every calendar year thereafter.
- B. Any amount of sick leave not used in any calendar year shall accumulated to the Firefighter/ Ambulance Driver credit from year to year to be used if and when needed for such purpose.
- C. Sick leave is hereby defined as an absence from post duty of a Firefighter/ Ambulance Driver because of illness, accident, exposure to contagious disease, attendance upon a member of the Firefighter/ Ambulance Drivers immediate family seriously ill and requiring the care or attendance of such Firefighter/ Ambulance Driver, or absence caused by death in the immediate family of such Firefighter/ Ambulance Driver.
- D. Immediate family, for the purpose of the use of sick leave shall mean mother, father, sister, brother, spouse or child.
- E. Any Firefighter/ Ambulance Driver who shall be absent from work for five (5) or more consecutive working days for sick leave shall be required to submit acceptable medical evidence substantiating the illness.
- F. A Firefighter/ Ambulance Driver supervisor, at his or her discretion and at any time, may require the Firefighter/ Ambulance Driver to submit acceptable medical evidence of proof of illness or may require the Firefighter/ Ambulance Driver to undergo a physical examination, whenever such a requirement appears reasonable to the supervisor.

- G. In order to receive compensation while absent on sick leave, a Firefighter/ Ambulance Driver shall report his or her absence at least one (1) hour prior to the start of his or her shift, where possible, except where emergency circumstances prevent the Firefighter/ Ambulance Driver from doing so. In those circumstances the Firefighter/ Ambulance Driver shall report his or her absence as promptly as possible. Where it is not possible to report the absence at least one (1) hour prior to the start of the shift, the Firefighter/ Ambulance Driver shall report his or her absence at some point in time prior to the start of the shift. Failure to notify may be cause of denial of the use of sick leave for that absence, and constitute cause for disciplinary action.
- H. Absence without notification for five (5) consecutive work days shall constitute a resignation as per Title 11.
- I. Abuse of sick time shall be cause for disciplinary action and may cause justifiable cause for dismissal.

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ARTICLE XV

INJURY LEAVE

- A. In the event a Firefighter/ Ambulance Driver becomes disabled by reason of a 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 shall be entitled to full pay for a period of up to one (1) year, provided all conditions of this Article are met.
- B. Any Firefighter/ Ambulance Driver who is injured, whether slight or severe, while working, must make an immediate report of the injury prior to the end of the shift thereof to the immediate supervisor. Failure to do so may result in the failure of the Firefighter/ Ambulance Driver to receive compensation under this Article.
- C. The Firefighter/ Ambulance Driver shall be required to present evidence by a certificate from a duly authorized physician that he is unable to work, and the Township may reasonably require the Firefighter/ Ambulance Driver to receive compensation under this Article.
- D. If the Township does not accept the certificate of the physician, the Township shall have the right, at its own cost, to require the Firefighter/ Ambulance Driver to obtain a physical examination and certification of fitness by a physician appointed by the Township.
- E. In the event the Township physician certifies the Firefighter/ Ambulance Driver fit to return to duty, injury leave benefits granted under this Article shall be terminated.
- F. In the event any Firefighter/ Ambulance Driver is granted said injury leave, the Township's sole obligation shall be to pay the Firefighter/ Ambulance Driver the difference between his regular pay and any compensation, disability or other payments received from other sources paid for by the Township. At the Township's option, the Firefighter/ Ambulance Driver shall either surrender and deliver any compensation disability or other payments to the Township and receive his entire salary, or the Township shall only pay the difference.

- G. If the Township can prove that a Firefighter/ Ambulance Driver has abused his privileges under this Article, the Firefighter/ Ambulance Driver will be subject to disciplinary action by the Township, up to and including termination.
- H. Cardiac failure on or off the job shall be construed as occurring on the job for any purpose including compensation. All compensation checks realized by the Firefighter/ Ambulance Driver during such time as the Firefighter/ Ambulance Driver is receiving full salary from the Township shall be endorsed over to the Township. The Township's maximum liability under this section shall be one (1) year's salary. However, in no event shall a Firefighter/ Ambulance Driver be entitled to any Worker's Compensation from any source other than the Township's Worker's Compensation Insurance Company. Any decision by the Worker's Compensation Court or, if an appeal, the Appeals Court, shall be binding on both the Township and the Firefighters/ Ambulance Drivers.

ARTICLE XVI

FUNERAL LEAVE

- A. In the event of death in the Firefighter/ Ambulance Driver immediate family, the Firefighter/ Ambulance Driver shall be granted time off without loss of pay from the day after death, but in no event shall said leave exceed five (5) calendar days.
- B. The "immediate family" shall include husband, wife, child, mother, father, brother, sister, mother-in-law, father-in-law, or any family member residing in the Firefighter/ Ambulance Driver home.
- C. Three (3) day's leave without loss of pay from day of death or day of funeral shall be granted for the following relatives: brother-in-law, sister-in-law, daughter-in-law-, son-in-law, grandchild or grandparents.

ARTICLE XVII

MILITARY LEAVE

- A. Firefighter/ Ambulance Driver who are members of the National Guard or Naval Militia of this State or the military or naval forces of the United States who are required to undergo field training therein, shall be entitled to an additional leave of absence with pay for the period of such field training. Any Firefighter/ Ambulance Driver called to extended active service with the Armed Services of the United States, shall be placed upon leave of absence without pay for the period of his service.
- B. Any Firefighter/ Ambulance Driver entering extended active military service with the armed services of the United States shall be granted one (1) month's salary in the form of military leave with pay. Such Firefighter/ Ambulance Driver shall be granted military leave without pay for the balance of his active military service and to include New Jersey National Guard and/or New Jersey Naval Militia.
- C. Earned and unused annual vacation leave of absence may be used by the Firefighter/ Ambulance Driver before military leave without pay becomes effective.

ARTICLE XVIII

SPECIAL LEAVE WITH PAY

- A. Subject to the approval of the members of the governing body, at the Head of the Department, Firefighter/ Ambulance Drivers who are appointed or elected to an executive position in a bona fide service organization shall be granted leave of absence without loss of pay to attend regular organized local, state and national meetings of the Firefighters Mutual Benevolent Association (F.M.B.A.) at the sole discretion of the governing body or the Head of the Department. The criterion to be used for refusing such leave is available manpower. Additional Firefighters/ Ambulance Drivers may also be granted leave of absence without loss of pay to attend such meetings, at the sole discretion of the member of the governing body or the Head of the Department.
- B. Firefighters/ Ambulance Drivers notified for a scheduled Civil Service examination shall be granted leave of absence without loss of pay covering the period required for such examination, including travel time, unless the examination falls on his regular scheduled day off.
- C. All special leaves of absences granted under this section shall be recorded and reported to the Chief of the Fire Department/ Captain of the First Aid Squad.
- D. Emergency leaves of absences granted Firefighter/ Ambulance Drivers by the Chief of the Fire Department/ Captain of the First Aid Squad, or in his absence and if unavailable, the next most senior officer in the chain of command who is available. Such leaves of absences shall be granted only upon the submission of ample proof which substantiates the nature of the emergency.

ARTICLE XIX

LEAVE OF ABSENCE WITHOUT PAY

- A. The member of the governing body at the Head of said Department may grant a leave of absence without pay to any Firefighter/ Ambulance Driver upon presentation of satisfactory reasons.
- B. Such leave of absence may be extended by the Head of the Department for a period not to exceed an additional six (6) months.

ARTICLE XX

HOSPITALIZATION AND MEDICAL-SURGICAL INSURANCE

- A. Each Firefighter/ Ambulance Driver and his/her family shall receive hospitalization and major medical-surgical insurance under the Pennsauken Township self-insurance plan which shall include throughout the term of this contract, the same coverage as is currently provided under the July 1, 1989 through June 30, 1992 Police contract. The Township agrees to maintain in effect this coverage or its equivalent.
- B. The cost of said hospitalization and medical-surgical insurance shall be borne by the Township of Pennsauken.
- C. The Township provided pursuant to the July 1, 1989 through June 30, 1992 Police contract, the following additional coverage for Firefighters/ Ambulance Drivers and their families:
- 1.) Dental, included in the Township of Pennsauken's self-insurance plan.
 - 2.) Prescription, Blue Cross, Blue Shield Prescription Coverage.
 - 3.) Vision, Vision Service Plan. The Township agrees to maintain in effect either the above coverages or their equivalent, except that the deductible under the prescription coverage shall be increased from one (\$1.00) dollar to three (\$3.00) dollars upon the signing of this contract.
- D. The cost of the said dental plan, eyeglass plan and prescription plan shall be borne by the Township of Pennsauken.
- E. Each Firefighter/ Ambulance Driver will have the right to choose his own medical facility for emergency treatment if he is injured while on duty. Thereafter, Workers Compensation laws shall determine control of treatment.

- F. If available, the Township agrees to pay up to a maximum of sixty-five (\$65.00) dollars per year per Firefighter/ Ambulance Driver for the purchase of a vicarious liability insurance plan. Any insurance in the premiums above sixty-five (\$65.00) dollars per year per Firefighter/ Ambulance Driver will be borne by the individual Firefighter/ Ambulance Driver or the F.M.B.A.. The Township agrees, upon presentation of the insurance premium or other proof, to allow Firefighter/ Ambulance Drivers to pay their required portion of the premium through deduction.
- G. The Township has the right to change insurance carriers or institute a self-insurance program so long as the same or better benefits are provided after written notification to the F.M.B.A.. In addition, after notification to the F.M.B.A., the Township reserves the right to institute programs of pre-certification and case management so long as the level and scope of benefits as set forth in this article are not effected.
- H. It is recognized and understood that the Township and all of its employees currently participate in the New Jersey State Disability program and that such participation shall continue.

ARTICLE XXI

PHYSICAL EXAMINATIONS

- A. The Township must supply each Firefighter/ Ambulance Driver a complete physical each year, said physical examination is to be made by a physician selected by the governing body and to be at the expense of the Township.

ARTICLE XXII

EDUCATIONAL BENEFITS

- A. The Township shall agree to establish uniform procedures for assisting Firefighters/ Ambulance Drivers to attend college or other schools to increase their efficiency and effectiveness as Firefighters/ Ambulance Drivers.
- B. Those college credits which a Firefighter/ Ambulance Driver has obtained on or before December 31, 1976, and for which he has been receiving payment at the rate of twenty-five (\$.25) cents per credit per week shall be continued to be so paid so long as said Firefighter/ Ambulance remains in the employ of the Township of Pennsauken as a Firefighter/ Ambulance Driver.
- C. All college credits obtained by any Firefighter/ Ambulance Driver after December 31, 1976, shall be paid at the rate of twenty-five (\$.25) cents per credit per week for two (2) years from the date of obtaining such credit. Thereafter the payments shall cease.
- D. In order for credits to be eligible for payment under this Article, they must have been earned from either courses relating to firefighting, emergency medical service or from courses required to be taken in degree programs dealing with Fire Fighting, Ambulance Driving or E.M.T.
- E. College credit payment request shall be submitted to the Chief of the Fire Department for approval. The Chief shall grant approval when proof of compliance with this Article is produced.
- F. Firefighter/ Ambulance Driver may have the option of being docked for the hours taken to attend college or to take vacation, holiday or personal days, or any part thereof, in order to attend college, subject to availability of manpower.

ARTICLE XXIII

MILEAGE

- A. In the event a Firefighter/ Ambulance Driver is required to use his personal vehicle in connection with Township business, he shall be reimbursed for mileage at the rate of twenty (\$.20) cents per mile.
- B. The Township, in its sole discretion, may unilaterally increase the mileage reimbursement.

ARTICLE XXIV

SEVERANCE PAY

- A. Upon retirement or disability, the Firefighter/
Ambulance Driver shall receive severance pay of one
percent (1%) of his base pay times the number of years
of service with the Fire Department/ First Aid Squad of
the Township of Pennsauken.

ARTICLE XXV

RETIREMENT

- A. Firefighters/ Ambulance Drivers shall retain all pension rights available to them under applicable laws of the State of New Jersey and ordinances of the Township of Pennsauken. The employee and his family shall be covered by medical benefits equal to those of active Firefighter/ Ambulance Driver (under Article XXI Hospitalization and Medical-Surgical Insurance), which cost of such hospitalization and medical programs, shall be paid for by the Township until the said Firefighter/ Ambulance Driver reaches the age of sixty-five (65) years. A Firefighter/ Ambulance Driver is eligible for retirement benefits under this Article so long as he is eligible to retirement and/or disability pursuant to the Police and Fireman's Retirement System or Public Employees Retirement System.
- 1.) In addition thereto, upon retirement, the Firefighter/ Ambulance Driver shall be paid at his salary rate for all accumulated holidays and vacation days up to one hundred (100) due said Firefighter/ Ambulance Driver, as of the day of such retirement or upon disability which causes termination of employment, the Firefighter/ Ambulance Driver shall be paid at his salary rate for all accumulated holidays and vacation days due said Firefighter/ Ambulance Driver as of the day of such termination.
- B. Upon reaching the age of sixty-five (65) years, and until the death of the Firefighter/ Ambulance Driver, the Township agrees to provide a Firefighter/ Ambulance Driver and his family, who has no medical benefits, coverages equal to those of active members under Article XXI, Section A, also to include Prescription Plan, Hospitalization and Medical-Surgical Insurance. Eyeglass and Dental coverage will be at the option of the Township.
- C. Upon reaching the age of sixty-five (65) years and until the death of the Firefighter/ Ambulance Driver, the Township agrees to provide the Firefighter/ Ambulance Driver and his family who has some medical benefits supplemental coverages to ensure the Firefighter/ Ambulance Driver benefits equal to those of active Firefighter/ Ambulance Driver under Article XXI, Section A. Also to include Prescription Plan, Hospitalization and Medical-Surgical Insurance. Eyeglass and Dental coverage will be at the option of the Township. *39*

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- D. Any changes to this Article (XXV) must be approved by those effected by it, both active and retired.

ARTICLE XXVI

UNIFORM ALLOWANCE

- A. Once a year, at a time to be determined by the Chief of the Fire Department/ Chief of the First Aid Squad each Firefighter/ Ambulance Driver will be given the opportunity to purchase the proper uniform equipment needed for that year at a cost of Five Hundred (\$ 500.00) dollars per Firefighter/ Ambulance Driver. This money will be available for each year of this contract. Such purchases shall be ordered and obtained expeditiously. In addition, if during the course of the year, a portion of the uniform is damaged while carrying out official duties, the Firefighter/ Ambulance Driver involved shall report it, and an inspection will be made and the new item ordered and obtained if required.
- B. All Firefighter/ Ambulance Drivers will be uniformly equipped with the Township bearing all expense for said uniforms.
- C. Uniforms lost or destroyed due to the negligence of the Firefighter/ Ambulance Driver shall be replaced at the Firefighter/ Ambulance Driver expense.

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ARTICLE XXVII

SUSPENSIONS

- A. All actions to cause suspension of a member of the F.M.B.A. shall be in accordance with the proper Civil Service regulations. However, the Township has the policy that whenever a Firefighter/ Ambulance Driver is potentially in danger of being suspended, an effort will be made to keep him working in some appropriate capacity so long as it is morale of the Department, and good Fire Administration as determined by the Chief of the Fire Department/ Captain of the First Aid Squad.
- B. For any loss of time due to Departmental suspensions from duty, the Firefighter/ Ambulance Driver loss of pay shall be spread over that period of time multiplied by two (2).
- C. Should any Firefighter/ Ambulance Driver be suspended for a period of twenty (20) working days or greater, that Firefighter/ Ambulance Driver will lose one-twelfth (1/12) of the vacation, holidays and sick days the employee would have received during that calendar year. Should the suspension exceed twenty (20) working days, the employee would lose an additional one twelfth (1/12) accrued time for each twenty (20) working day period.

E.Y.B. KWC

ARTICLE XXVIII

SEPARABILITY AND SAVINGS

- A. If any provision of this Agreement or any application of this Agreement to any Firefighter/ Ambulance Driver or group of Firefighters/ Ambulance drivers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. 1.) If the classification of Senior Firefighter/ Senior Ambulance Driver are removed from this Agreement or are determined to be illegal, null and void, etc., including mutual agreement of the parties, statutory interpretation, judicial interpretation, Civil Service Commission decision, etc., then the following contract provisions shall automatically and immediately become null and void and of no force and effort: all provisions of Article XI, which create the status of Senior Firefighter/ Senior Ambulance Driver and a separate salary scale for such classifications; in Article XII, Section B, the first and second sentences and Article XIV, Section A, Paragraphs 2 and 3.
- 2.) If the classifications of Senior Firefighter/ senior Ambulance Driver are removed from this Agreement or are determined to be illegal, null and void, etc., including mutual agreement of the parties, statutory interpretation, judicial interpretation, Civil Service Commission decision, etc., then the following contract provisions shall automatically and immediately become of full force and effort: all provisions of Article XI which create the status of Senior Firefighter/ Senior Ambulance Driver and the salary scale for such classification; Article XII, Section A which shall automatically be revised to read "twenty (20) Years service", instead of "20- 22 years service", Article XII, Section B, the first sentence of which will be revised to read "after twenty (20) years service, each Firefighter/ Ambulance Driver will receive an additional one percent (1%) for each five (5) years of service at his base pay.", and Article XIV, Section A, paragraph 1, the last line of which shall be revised to read "after twenty (20) years service".

ARTICLE XXIX

FULLY BARGAINED AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge of contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXX

DURATION OF AGREEMENT

- A. This Agreement shall be in full force and effort as of July 1, 1992, and shall remain in effect to and including December 31, 1996, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice in writing, no sooner than one hundred fifty (150) days nor later than one hundred twenty (120) days prior to the expiration of this Agreement to renegotiate a relationship between the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Pennsauken, New Jersey, on this 30 day of APRIL 1997.

Pennsauken Career
Firefighters Association
F.M.B.A. Local 64

Township of
Pennsauken

By:

Ernest F. Basso
William C. McLaughlin

[Signature]

