

Susan Leming

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AGREEMENT

BETWEEN

BOROUGH OF GLASSBORO

AND

GLASSBORO FIREFIGHTERS ASSOCIATION

2005 - 2008

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AGREEMENT

This Agreement, made this day ___ of _____ 2005, between the **Borough of Glassboro**, hereinafter referred to as the "Borough or Employer" and the **Glassboro Firefighters Association** hereinafter referred to as the "GLASSBORO 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; and

Now therefore, in consideration of the promises 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 FIREFIGHTERS ASSOCIATION as follows:

ARTICLE I RECOGNITION

The Employer recognizes the above mentioned GLASSBORO FIREFIGHTERS ASSOCIATION as the sole and exclusive representative of all full-time Glassboro Fire Department personnel, excluding the Chief of the Fire Department.

ARTICLE II MANAGEMENT RIGHTS

To make rules of procedure and conduct, subject to prior negotiations in accordance with the New Jersey Employer-Employee Relations Act, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality of the work required.

To make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Borough after advanced notice thereof to the employees, and subject to prior negotiations in accordance with the New Jersey Employer-Employee Relations Act, and to require compliance by the employees is recognized.

In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, 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 to the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and of the United States. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under any national, state, county or local law or regulation.

**ARTICLE III
SALARY**

All full-time Firefighters covered by this contract at the time of execution will receive a three and one quarter percent (3.25 %) increase in their 2004 base pay, for the year 2005. All full-time Firefighters covered by this contract will receive a three and one quarter percent (3.25%) increase in their 2005 base pay, for the year 2006. All full-time Firefighters covered by this contract will receive a three and one quarter percent (3.25%) increase in their 2006 base pay, for the year 2007. All full-time Firefighters covered by this contract will receive a three and one quarter percent (3.25%) increase in their 2007 base pay, for the year 2008. Seniority and other rights and benefits, for the purpose of this Article, shall be deemed to have commenced from date of hire. The salary increases in this paragraph are for those Glassboro Firefighters who have reached the top level of the pay scales.

The current schedule of pay days and pay periods shall continue on a biweekly basis.

All pay increases set forth above are effective January 1 of each year.

**ARTICLE IV
PAY-SCALE BRACKET (NEW HIRES)**

Effective upon execution of this Agreement, all new hires for the Firefighter positions will be subject to the pay scale attached at Appendix A. All new employees shall start at Level One in the year of hire, unless his/her education, experience and/or years of service warrant starting at a higher level in the year of hire. Employees shall advance one level per year on their anniversary date until reaching the top level of the pay scale.

**ARTICLE V
OVERTIME**

A.

1. Overtime shall be paid to all employees at one and one-half times the regular hourly rate.
2. Overtime shall be paid to all Fire Department employees after eight hours worked in one day, and for all hours worked in excess of 40 paid hours per week.
3. For any vacancies due to vacation, part-timers shall have the first option of filling in the open shifts. If it is not filled within five (5) days prior to the vacancy, then the full-time employees may fill the shift.
4. In the event the shift cannot be filled by part-time or full-time employees, then the Chief has the discretion to fill the vacancy on the shift.

B. Vacancies -

1. When a vacancy occurs on the 12:00am to 8:00am shift, the employee on the preceding shift shall have first option of working the double shift or moving to the midnight shift to cover. The midnight shift will not be split by requiring employees to come on or leave at 4:00am, except in emergency situations, such as sickness, etc. In the event the employee working the preceding shift does not wish the overtime, then the employee on the day shift shall be given the option of working the 12:00 a.m. to 8:00 a.m. shift.

If the Saturday 12:00 a.m. to 8:00 a.m. shift is not filled by a part-timer and posted as of midnight Sunday of that week, full-time employees will have the option of covering the shift.

2. **Vacancies due to personal days or comp time shall be filled in the following manner:**

In the case of personal days or comp days, with the exception of weekends, full time employees shall have the first option in filling the vacancy. If it is not filled within five (5) days prior to the vacancy, then the part-time employees may fill the shift.

In the case of personal days or comp. days on weekends, part time employees will fill any vacancies on the shift. If the vacancy cannot be filled by a part-time employee, then the full-time employee on the preceding shift shall have the option to work or split the shift. In the event a vacancy remains, then the Chief has the discretion to fill the vacancy.

3. **Vacancies in scheduled shift due to illness shall be filled in the following manner:**

If an Employee calls in sick for his or her regular shift, the scheduled duty personnel shall fill the vacancy for the first five (5) consecutive days. Should the vacancy consist of five or more consecutive days, then part-timers shall have the first option of filling the shift after the fifth day. If a part-time employee does not fill the vacancy, then the full-time employee on the preceding shift shall have the option to work or split the shift. In the event a vacancy remains, then the Chief has the discretion to appoint an employee to fill the shift.

All shifts must be covered at any given time. It is the responsibility of the Chief or designee to insure that this is done.

Under no circumstances shall an employee work more than sixteen (16) hours straight without an eight (8) hour break.

The employee has the option of overtime compensation in the form of overtime pay.

ARTICLE VI HOLIDAYS

A. All full-time Employees shall be entitled to the following holidays:

New Year's Day	Martin Luther King's Birthday
Lincoln's Birthday	President's Day
Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	General Election Day
Veteran's Day	Thanksgiving Day
Day After Thanksgiving	Christmas Eve (½ Day)**
	Christmas Day

Additional paid holidays may be granted at the discretion of the Borough.

B. 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 Firefighters will be calculated by dividing their base weekly pay by five (5).

C. Any full-time FIREFIGHTERS scheduled to work a holiday on the day upon which the holiday is observed by the BOROUGH HALL will receive compensatory time or straight pay, at the employee's option, 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.

** Four (4) hours compensatory time will be given to anyone working an eight hour day on Christmas Eve, when Christmas Eve falls on a Monday, Tuesday, Wednesday or Thursday.

ARTICLE VII MEDICAL BENEFITS

Every full-time employee covered by this Agreement, together with his or her dependents, shall be entitled to employer paid coverage under the State Health Benefits Plan. Prescription coverage for employees will continue to be provided without any reduction in the level or extent of coverage except as provided in paragraph C of this Section. The current vision plan shall be continued. The current dental plan shall be continued.

Any employee who retires on pension shall be entitled to continue to receive employer-

paid medical and prescription benefits for the employee and his/her spouse, provided either or both of the following conditions apply:

- (a) The employee has at least 25 years of credited service in a state-administered pension system and at least 20 years of service with the Borough; or
- (b) The employee is 62 or older and has at least 15 years of service with the Borough.

Retirees who are not eligible for employer-paid health benefits may continue to receive their benefits at their own expense in accordance with the State Health Benefits Plan. Coverage provided pursuant to this section shall be limited to the retired employee or to the retired employee and his or her spouse.

C. Employees have agreed to accept the prescription plan attached to the health insurance plan instead of the "stand alone prescription plan" (both of which are provided by the State Health Benefits Plan). Employees further agree to accept the copayments associated with the prescription plan attached to the health insurance plan.

D. All Employees will be entitled to a complete medical examination once a year. The bill for this examination shall first be submitted to the employee's insurance carrier for payment, and in the event the expense is not covered by insurance, then to the Borough for payment. Each employee covered by this Agreement shall be required to have a physical examination completed once every two years. Expenses associated with the physical examination should be submitted to the insurance carrier. In the event the carrier does not cover the full expense associated with the exam, it shall then be submitted to the Borough for payment. Medical documentation that the physical examination has been completed shall be submitted to the Fire Chief.

E. Employer-paid health benefits will continue throughout the duration of any paid leave as well as any unpaid leave which qualifies under the state Family Leave Act or the federal Family and Medical Leave Act. Employees or their dependents shall be permitted to continue their health benefits at their own expense thereafter in accordance with federal COBRA provisions. In addition, employees on unpaid leaves of absence shall be permitted to continue their health benefits after employer-paid coverage ceases by paying the monthly premiums themselves.

F. An employee may elect to participate in a Flexible Benefits Program. This Flexible Benefits Program is a method of providing choices in benefits to employees in a manner that can provide tax savings to the participating employee. Some of the benefits available under this program include Disability Insurance, Premium Conversion, Dependent Day Care Reimbursement and Medical and Dental Care Reimbursement, and are available through payroll deductions.

G. Any employee covered by this agreement may choose, in writing, during the open enrollment period to participate in the "optional health benefits program." Participating in this program is totally voluntary and is intended for those employees who are covered by other health

insurance.

1. If an employee chooses to participate in this program and selects one of the options set forth below, the employee shall receive the monetary incentive specified.
2. Optional Health Benefits Program

Employees may voluntarily waive his/her health insurance coverage through the Borough at any time upon proof of coverage of other current medical coverage. Payments shall be made on a monthly basis so long as the waiver remains in effect, beginning with the month in which the benefit ceases. Based on the type of coverage to which the employee would otherwise have been entitled, payments shall be as follows or in accordance with the Borough's salary ordinance, whichever is more:

Family (waiver of Medical, Prescription and Dental Reimbursement)	\$250 per month
Family (waiver of Medical and Dental Reimbursement)	\$170 per month
Family (waiver of Prescription and Dental Reimbursement)	\$80 per month
Employee and Spouse (waiver of Medical, Prescription and Dental)	\$225 per month
Employee and Spouse (waiver of Medical and Dental Reimbursement)	\$145 per month
Employee and Spouse (waiver of Prescription and Dental)	\$80 per month

3. The incentive shall begin to be paid to the employee no later than one month after the effective date of the option. The incentive payments pursuant to paragraph 2 above shall be paid in equal monthly payments and appropriate deductions shall be made from the gross incentive amount.

4. In order to be eligible, employees must show proof of other current medical coverage through Other sources.

5. Employees shall be permitted to re-enroll during any subsequent open-enrollment period or upon showing loss of alternative coverage.

If there should be an anticipated change of medical coverage, employees covered by this Agreement shall be given advance notice of said change.

ARTICLE VIII VACATIONS

A. Full time employees covered by this Agreement shall be entitled to the following vacations:

After one year service to five years - 80 hours

After five years to ten years - 120 hours

After ten years to fifteen years - 160 hours

After fifteen years to twenty years - 200 hours

After twenty years to twenty-five years - 240 hours

Employees hired after January 1, 1997 will follow the same scale; however, will be entitled to no more than 200 hours.

B. A window period will be provided from January 1 through March 31 during which employees may submit vacation requests. If any requests submitted during this period are in conflict, seniority shall prevail. In all other cases where a scheduling conflict arises outside the window period, preference will be given to those vacation requests which are submitted first, except that if two or more requests are received simultaneously, seniority shall prevail. The Borough reserves the right to approve vacations in accordance with operational requirements, but in no case will vacation requests be unreasonably denied. Employees shall not be required to schedule vacations in blocks, except that vacation leave shall be in increments of not less than one-half day.

Vacations must be taken during the calendar year in which they are earned. However, if an employee is sick or disabled during selected vacation periods, the vacation may be rescheduled prior to December 31 of that year. If the illness or disability carries over to December 31 of that year, unused vacation, up to 80 hours, may be granted up to March 31 of the following year. If an employee's vacation is canceled and/or denied by the Employer due to work demands in the department, unused vacation, up to 80 hours, may also be granted up to March 31 of the following year. However, employees who seek to have any unused vacation time carried over to the following year must obtain specific authorization and approval to do so from the Borough Administrator by November 30 of the year in which the vacation time is earned.

There will be no exchanging of vacation weeks. If an Employee drops a week to pick up another after selections have been made the vacancy shall be posted immediately. The Employee will be entitled to sign for that vacated week on a first come first serve basis.

Any employee wishing to cancel his/her scheduled vacation must inform the Fire Chief and/or scheduler, in writing, at least two weeks prior to the scheduled vacation or he/she will not be able to reschedule that vacation time. If one must cancel due to an emergency, reschedule or loss of vacation will be determined on a case by case basis by the employee's Fire Chief. Proof of emergency may be required.

C. Upon termination of employment, an employee shall be paid for any unused vacation leave remaining to his or her credit.

ARTICLE IX PERSONAL DAYS

Each full-time employee, after one full year of service, shall be given 40 hours off annually without loss of pay for personal days, to be taken at their discretion at any time during the calendar year, subject to approval of the Chief. Except in an emergency, 48 hours notice to the Fire Chief shall be required. Personal days shall not accumulate from year to year.

Employees shall be paid at the regular daily rate for any unused personal days remaining as of December 1, unless an employee chooses to use any such days during the month of December. Payment shall be made on or before the first payday of December.

ARTICLE X LONGEVITY

A. Full-time employees covered by this Agreement shall receive an annual longevity bonus according to each employee's base salary and years of service. Longevity benefits will be paid based on the following rate schedule.

1.5% after 3 years of service
2.5% after 5 years of service
4.5% after 10 years of service
5.5% after 15 years of service
6.5% after 20 years of service
7.5% after 25 years of service

B. These amounts are not to exceed \$4,500.00 per person per year for the length of this contract.

C. Effective January 1, 2005, longevity pay shall be applied to an employee's base salary. This adjusted base salary shall be certified by the Borough Chief Financial Officer as the employee's base annual base salary to be reported to the State Pension. Employees who do not work the entire year for any other reason will likewise be entitled to longevity on a prorated basis.

ARTICLE XI INCENTIVE PROGRAM

A. Firefighters who maintain CPR Certification in accordance with current standards, and provide proof of same, will receive \$100.00 per year payable in the last pay of November. All firefighters must obtain a Fire Inspector Certification and be performing respective duties no later than one year from the date of hire, if conditions warrant.

B. The Borough will pay for reasonable accommodations for employees attending seminars or schools which are job related and approved by the Fire Chief and that are 50 miles or more from home. Employees who attend approved job related classes or training during off duty hours shall be compensated at their regular hourly rate for all such hours including reasonable travel time. In the event classes which are deemed necessary by the Chief are offered during duty hours, the Chief shall permit employees to attend the classes as long as the shift is properly covered.

C. Any Employee showing proof of payment to and attendance at a physical fitness program shall be entitled to reimbursement by the Borough in the amount of \$150.00 per year, payable in the last pay in November. If during the life of this Agreement, the Borough provides

a fitness or training room for the employees, employees will no longer be eligible for the physical fitness incentive.

D. All Firefighter employees, covered by this Agreement, holding a Fire Inspector Certification and performing the related duties as set forth in the job description shall receive a \$900.00 stipend in 2005 which shall be applied to an employee's base salary after the 3.25% increase. New hires shall receive a pro-rated stipend in the calendar year the Certification is received and duties are performed by the employee.

ARTICLE XII SPECIAL PAID LEAVES

A. **Jury Duty/Witness Leave.** Any employee who is summoned for jury duty or who is subpoenaed to appear as a witness in any legal proceeding involving the Borough of Glassboro shall be permitted time off for such purpose without loss of pay.

In the event an employee is required to attend said hearings during off hours, the employee shall be paid at one and a half times the employee's regular hourly rate for the amount of time required.

B. **Military Leave.** Employees in the military service, including the New Jersey National Guard or United States Armed Forces Reserves, shall be entitled to leave as required by law.

C. **Bereavement Leave.** In case of death in an employee's immediate family, the employee shall be entitled to three (3) days' paid leave per occurrence for attendance at a viewing or funeral, or to make family arrangements incidental to such bereavement. If the employee must travel more than 150 miles each way to attend the funeral, a total of five (5) days shall be permitted. Paid sick leave may also be used in case of bereavement if additional time off is needed for the loss of an employee's spouse, child or parent. For purposes of this section, "immediate family" shall be defined as spouse, children, parents (including in-laws), brothers and sisters (including in-laws), grandparents, grandchildren, domestic partners, and any relatives who resided in the employee's home.

Employees shall be granted one (1) day off in case of death for an aunt, uncle, nephew, niece, and cousin of the first degree.

Reasonable documentation shall be produced by the employee if requested by the Borough. The failure to provide reasonable documentation upon request may subject the employee to loss of pay for the absent days of work.

D. **Emergency Closings.** If a state of emergency covering Glassboro is declared by the Governor of New Jersey, due to inclement weather or other emergency which is expected to cause imminently hazardous travel conditions, some Borough employees shall be excused from work without loss of pay. In all other cases of adverse weather or other emergency, the Borough

may, at its discretion, excuse the employees from work without loss of pay. Employees who are required to work in the above cases while the rest of the work force is excused shall be compensated at the rate of one and one-half (1½) times the employee's hourly rate on an hour for hour basis.

ARTICLE XIII LEAVES OF ABSENCE WITHOUT PAY

A. Conditions.

(a) The Borough may, in its discretion, which shall not be unreasonably withheld, grant the privilege of a leave of absence without pay for an appropriate reason to an employee, covered by this Agreement, for a period not to exceed six (6) months at any one time. If necessary, leaves may be extended for a total of one (1) year.

(b) Requests for leave will be submitted in writing to the Fire Chief thirty (30) days in advance whenever practicable. The Fire Chief shall forward his or her recommendation to the Borough Administrator. The Borough Administrator shall respond to the employee's request within fifteen (15) days of receipt of the request from the supervisor.

(c) In cases where paid leave is available to be used for the same purposes as unpaid leave, employees shall have the option of using paid (such as sick time, vacation, etc.) or unpaid leave, or a combination thereof.

(d) During any such unpaid leave, health benefits shall be made available to the employee at the election of the employee and at the employee's expense pursuant to COBRA, except for leave taken pursuant to the FMLA or NJFLA.

B. Family and Medical Leave.

Pursuant to the New Jersey Family Leave Act (FLA) and/or the federal Family and Medical Leave Act (FMLA), eligible employees with at least one (1) year of service shall enjoy all rights and benefits under those laws, including continued health benefits for a period of 12 weeks while on leave. Eligible employees shall consult the Borough's Family Leave Policy, attached as Appendix B, for applicable procedures, entitlement and rules related to such leave. Any such leave taken under the FMLA or NJFLA shall run concurrently with any disability leave taken pursuant to Article XV.

ARTICLE XIV SICK AND DISABILITY LEAVE

A. **Sick Leave.** Any employee, covered by this Agreement, who is unable to perform his or her assigned duties because of personal illness, injury or other health condition, shall be entitled to receive sick leave with pay. Sick leave may also be used to enable an employee to obtain care or treatment of a health condition if such services could not reasonably have been scheduled outside working hours. The following conditions shall apply, effective January 1, 2001:

- (a) An employee, after completion of six (6) months of employment, shall be entitled to sick leave on the basis of one (1) working day (8 hours) per month. Thereafter, employees shall be entitled to 80 hours of sick time per calendar year.
- (b) Sick leave not taken by an employee shall accumulate from year to year, except that under no circumstances will an employee be permitted to accrue more than 800 hours of sick time.
- (c) Employees of the Borough as of the date of execution of this Agreement and so employed thereafter during the term of this Agreement who leave the employment of the Borough shall be paid for their unused/accumulated sick time at a rate of \$50.00 per 8 hours, not to exceed \$5,000.00.
- (d) Sick leave benefits shall not accumulate during any leave of absence or disciplinary action which exceeds thirty (30) days.

B. Reporting and Verification of Sick Leave. Employees shall contact the Fire Chief to request sick leave at the beginning of each work day or as soon as possible thereafter if circumstances prevent immediate notice, unless approval has already been given for such leave. In the absence of the Fire Chief, employees shall contact the Borough Clerk or Borough Administrator. The employee may be required, where reasonable, to produce a doctor's certificate verifying the need for sick leave, provided the employee is notified of such requirement on a timely basis. Failure to produce a doctor's certificate when reasonably required may be cause for denial of sick leave. The Borough may also require an employee to be examined by a physician appointed and paid by the Borough in order to verify the need for sick leave or to verify the employee's fitness to return to duty.

C. Disability Leave. An employee, who is medically disabled as a result of illness or injury, including any medical disability related to pregnancy, but excluding illnesses or injuries covered by the sections in this Article, shall be granted disability leave pursuant to the schedule set forth in Appendix C.

- (a) An employee shall not be entitled to paid disability benefits until he or she has been absent from work for a continuous period of eight (8) calendar days.
- (b) An employee who has a remaining balance of paid sick days may use such leave prior to being placed on half-pay disability leave pursuant to Appendix C.
- (c) When disability benefits set forth in Appendix C are exhausted, an employee must return to work for a minimum of six (6) months before an employee is eligible to receive disability benefits again.
 - 1. In order to be deemed "medically disabled" and thus eligible to receive paid disability leave, an employee must present reasonable medical documentation regarding the nature and extent of his or her disability and

the projected duration of the period of disability. The employer has the right to request updated and/or new documentation of the employee's medical disability every thirty (30) days from the employee's physician. Such documentation shall be provided directly to his/her supervisor and/or the Borough Administrator. The employer agrees to keep information related to the employee's medical condition confidential to the greatest extent possible. In addition, if the period of disability exceeds sixty (60) days, the employer shall have the right, at its discretion and expense, to require that the employee submit to an independent medical exam by a physician selected by the employer.

2. The Borough has the right to enter into the New Jersey State Disability Plan during the term of this Agreement.

D. **Work-Related Disability Leave.** In case of absence due to injury or illness arising out of or in the course of the employee's job, the employee will be entitled to full pay during such absence, which shall be offset by any temporary payments made to the employee pursuant to the Workers' Compensation Law.

ARTICLE XV LEGAL AID

The employer shall provide legal aid to all personnel covered by this agreement pursuant to the applicable statutes of the State of New Jersey. An attorney of the Employee's choice may be used at the expense of the Borough only after first receiving approval from the Borough Solicitor.

ARTICLE XVI CALL IN TIME

Any employee who is requested by the Borough and must return to shift work during periods other than their regularly scheduled shift shall be guaranteed a minimum of 2 hours call in pay which shall be payable at a rate of one and a half times the employee's regular hourly rate. Call in time shall not pertain to mandatory training drills. Each employee shall receive a minimum of two hours of overtime pay for all mandatory training drills. Each employee shall receive a minimum of one hour of overtime pay for responding to a dwelling, structure or any other emergency calls deemed by the Fire Chief.

ARTICLE XVII DISCRIMINATION OR COERCION

There shall be no discrimination, interference, or coercion by the Employer or any of its agents against the employees represented by the GLASSBORO 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.

ARTICLE XVIII 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 remain in full force and effect and the parties shall re-negotiate concerning any such invalidated provisions.

ARTICLE XIX UNIFORMS

1. All full-time Fire employees will be credited with a uniform allowance, to be used for the purchase of new uniforms and shoes. The BOROUGH agrees to maintain all uniforms as agreed to in this contract. This allowance shall be:

2005 Each full-time employee at the time of the execution of this Agreement shall receive an initial issue of fire resistant uniforms in lieu of a clothing allowance.

2006 \$625.00

2007 \$625.00

2008 \$625.00

Clothing allowances shall be credited to the employee's account on June 1st of each year.

2. Uniforms shall be directly ordered through the Borough's voucher system.
3. The Borough shall provide new hires with an initial standard duty uniform issue including 5 blue shirts (long and short sleeve) and 5 blue pants. New hires shall not be entitled to a uniform allowance during their first year of employment with the Borough.
4. The Borough will reimburse each employee up to \$200.00 per year for boot or shoe purchases for use at work (receipts must be provided), or they may be directly ordered through the Borough vendor.
5. Once during the term of this Agreement, an employee of the Glassboro Fire

Department, covered by this Agreement, shall be entitled to receive from the Borough, if necessary, a duty jacket at a cost not to exceed \$300.00.

B. Clothing destroyed or damaged in the line of duty shall be replaced or repaired at the Employer's expense. The replacement of personal effects such as watches, glasses, etc. shall be covered up to \$100.00 per loss. A report of such damage or loss must be submitted at the time of the occurrence and signed by the Fire Chief.

C. If pending Legislation is passed requiring paid Firefighters to have uniforms of nomex or 100% cotton, the Borough will provide the complete first issue to each salaried Firefighter at no cost to the Employee. The Employee will be responsible for maintaining and replacing this uniform thereafter.

D. All wearing apparel, tools and devices supplied by the Borough to the employee to ensure the employee's safety and health must be worn and/or utilized by the employee. Failure to wear and/or utilize this wearing apparel, tools or devices shall subject the employee to disciplinary action by the Borough.

ARTICLE XX NEGOTIATIONS PROCEDURES

The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act in a 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 FIREFIGHTERS ASSOCIATION. The Borough agrees that there shall be no change in the terms of this contract.

ARTICLE XXI MEETINGS

A. Whenever any representative of the Association is scheduled to participate during scheduled working hours in negotiations, grievances, conferences, or meetings with Borough representatives he/she shall be relieved from duty for said meetings.

B. Whenever there is an Association meeting any employee represented by the Association, who is on duty, may attend the meeting as long as it is within Borough limits. Employee/s may use work vehicle to attend any meetings within Borough limits.

ARTICLE XXII DUES

A. The Borough shall deduct regular Association dues from an employee's pay when so authorized in writing by the employee. The amount of such deductions shall be certified to the Borough Administrator and the Chief Financial Officer by the President of the Association. Any changes thereafter in the dues, fees and assessments payable by the employees to the Association shall be provided, in writing, to the Borough Administrator and the Chief Financial Officer by the President of the Association which shall set forth the new amount of the dues, fees and/or assessments to be deducted.

B. In the event an employee withdraws his or her authorization for dues deduction by written notice to the Borough, deductions shall be halted as of January 1 or July 1 next following the date on which the notice of withdrawal was filed.

C. The Borough agrees, in accordance with the provisions of law, to deduct from the wages due to non-member employees covered by this Agreement a representation fee in lieu of dues for services rendered by the Association, in an amount equivalent to eighty-five percent (85%) of the regular dues, fees and assessments charged by the Association to its own members. The Association shall provide the Borough's CFO, in writing, with the amount of the representation fee and any changes thereto.

ARTICLE XXIII DISCIPLINARY ACTIONS

A. **Just Cause for Discipline.** Discipline shall be imposed for just cause only, and the Borough shall bear the burden of proof. In addition, discipline shall be progressive in nature and corrective in aim.

B. **Notice of Disciplinary Action.** Written notices of disciplinary action shall be provided to the employee setting forth the charges, the alleged acts upon which the charges are based, and the nature of the discipline to be imposed.

ARTICLE XXIV GRIEVANCE PROCEDURE

A. **Purpose.** The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment, consistent with applicable laws, regulations, contractual obligations, operational requirements, and standards of fairness. Nothing herein shall be construed as limiting the right of any employee or Association representative to discuss a grievance informally with an appropriate supervisor or other management representative.

B. **Grievance Definition.** The term "grievance" shall mean an appeal of the

interpretation, application, or alleged violation of written policies, agreements, or administrative decisions affecting the terms and conditions of employment.

C. General Provisions.

- (a) Formal grievances as provided for in this Article shall be filed by the Association only. The grievant may be an individual employee, a group of employees, or the Association itself.
- (b) Grievances shall be filed within 30 days after the grievant knew or should have known of the occurrence giving rise to the grievance. Time limits for filing or responding to grievances at any step may be extended by consent of the parties. If no response is received to a grievance within the stipulated time limit, the grievance may be advanced to the next step at the Association's discretion.
- (c) Both parties shall have the right to produce and examine witnesses at any step of the grievance procedure.
- (d) Grievance conferences shall be held during the work day whenever possible, without loss of pay for employees whose attendance is required.
- (e) Formal grievances shall be presented in writing. Responses shall likewise be in writing and shall include reasons for the decision.

D. Grievance Steps.

- (a) **Step 1.** The grievance shall be presented first to the Fire Chief, except that if the Fire Chief does not have authority to resolve the grievance, this step may be skipped. The Fire Chief shall meet with the grievant and Association representative upon request in an effort to resolve the matter. A written response shall be furnished to the grievant and the Association representative within ten days after receipt of the grievance. If the matter is not resolved, the grievance may be submitted to Step 2 within ten days after receipt of the Fire Chief's response.
- (b) **Step 2.** The grievance shall next be submitted to the Borough Administrator, who shall schedule a conference upon request to address the matter. The Administrator shall forward his decision to the grievant and the Association representative within ten days after receipt of the grievance. Upon receipt of the Administrator's response, the Association shall have ten days to submit any unresolved grievance to Step 3.
- (c) **Step 3.** The grievance shall be forwarded to the Borough Clerk for consideration by the Borough Council, which shall hear the matter and render a decision within 30 days.

E. Arbitration. If the grievance remains unresolved, the Association may submit the matter for arbitration. The following procedures shall apply:

- (a) The Association shall request the assignment of an arbitrator by the Public Employment Relations Commission within 45 days after receipt of the Step 3 decision. The arbitrator shall be selected by the parties in accordance with the procedures of the Commission.
- (b) The arbitrator shall schedule a hearing as expeditiously as possible, in consultation with the parties. An award shall be issued in writing within 30 days after the hearing or, if applicable, 30 days after the receipt of post-hearing briefs.
- (c) The arbitrator shall not add to, subtract from, or modify the terms of this Agreement, but shall interpret the Agreement in harmony with applicable law.
- (d) If the decision is in favor of the grievant, the arbitrator shall have authority to fashion an appropriate remedy, which may include but is not limited to reinstatement, back pay, interest, and the granting of specific benefits.
- (e) The arbitrator's decision shall be final and binding on the parties.
- (f) The fees and expenses of the arbitrator shall be borne equally by the parties. All other expenses incident to arbitration shall be borne by the party incurring them.

**ARTICLE XXV
MISCELLANEOUS**

If the Borough chooses to adopt a Flex Time policy for the Fire Department, the parties will engage in collective bargaining to address that policy.

If an Acting Shift Leader is created during the term of this Agreement, the parties will engage in collective bargaining to address that position.

The Borough may reopen negotiations concerning health benefits during the life of the Agreement.

**ARTICLE XXVI
DURATION**

A. This Agreement shall become effective January 1, 2005, and shall terminate on December 31, 2008.

B. If either party desires to change this Agreement, it shall notify the other party in writing at least one hundred and twenty (120) days before the expiration of this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

C. The terms set forth in this Agreement shall remain in effect after December 31, 2008, and during such time that negotiation is being conducted for next said Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

BOROUGH OF GLASSBORO

DATE:

6/1/05

BY:



JOSEPH A. BRIGANDI, JR.,
BOROUGH ADMINISTRATOR

BY:



PATRICIA A. FORTINO
BOROUGH CLERK

FIREFIGHTERS ASSOCIATION

DATE:

5/31/05

BY:



PAUL K. DILLARD, Jr.

DATE:

5/31/05

BY:



CHRISTOPHER M. ESGRO

APPENDIX A
FIREFIGHTERS ASSOCIATION
PAY SCALES

	2004	2005	2006	2007	2008
LEVEL 5					
PRIOR TO 3 YEARS	\$ 43,599.00	\$ 45,915.97	\$ 47,408.24	\$ 48,949.00	\$ 50,539.85
AFTER 3 YEARS		\$ 46,604.71	\$ 48,119.36	\$ 49,683.24	\$ 51,297.94
AFTER 5 YEARS		\$ 47,063.87	\$ 48,593.44	\$ 50,172.73	\$ 51,803.34
AFTER 10 YEARS		\$ 47,982.19	\$ 49,541.61	\$ 51,151.71	\$ 52,814.14
AFTER 15 YEARS		\$ 48,441.35	\$ 50,015.69	\$ 51,641.20	\$ 53,319.54
AFTER 20 YEARS		\$ 48,900.51	\$ 50,489.77	\$ 52,130.69	\$ 53,824.94
AFTER 25 YEARS		\$ 49,359.67	\$ 50,963.85	\$ 52,620.18	\$ 54,330.34
LEVEL 4					
PRIOR TO 3 YEARS	\$ 41,856.00	\$ 44,116.32	\$ 45,550.10	\$ 47,030.48	\$ 48,558.97
AFTER 3 YEARS		\$ 44,778.06	\$ 46,233.35	\$ 47,735.94	\$ 49,287.35
AFTER 5 YEARS		\$ 45,219.23	\$ 46,688.85	\$ 48,206.24	\$ 49,772.94
AFTER 10 YEARS		\$ 46,101.55	\$ 47,599.85	\$ 49,146.85	\$ 50,744.12
AFTER 15 YEARS		\$ 46,542.72	\$ 48,055.36	\$ 49,617.15	\$ 51,229.71
AFTER 20 YEARS		\$ 46,983.88	\$ 48,510.86	\$ 50,087.46	\$ 51,715.30
AFTER 25 YEARS		\$ 47,425.04	\$ 48,966.36	\$ 50,557.76	\$ 52,200.89
LEVEL 3					
PRIOR TO 3 YEARS	\$ 40,111.00	\$ 42,314.61	\$ 43,689.83	\$ 45,109.75	\$ 46,575.82
AFTER 3 YEARS		\$ 42,949.33	\$ 44,345.18	\$ 45,786.40	\$ 47,274.46
AFTER 5 YEARS		\$ 43,372.47	\$ 44,782.08	\$ 46,237.50	\$ 47,740.21
AFTER 10 YEARS		\$ 44,218.76	\$ 45,655.87	\$ 47,139.69	\$ 48,671.73
AFTER 15 YEARS		\$ 44,641.91	\$ 46,092.77	\$ 47,590.79	\$ 49,137.49
AFTER 20 YEARS		\$ 45,065.06	\$ 46,529.67	\$ 48,041.89	\$ 49,603.25
AFTER 25 YEARS		\$ 45,488.20	\$ 46,966.57	\$ 48,492.98	\$ 50,069.01

All new employees shall start at level one in the year of hire, unless his/her education, experience and/or years of service warrant starting at a higher level in the year of hire

The salaries set forth above include shift, inspections and longevity

APPENDIX A
FIREFIGHTERS ASSOCIATION
PAY SCALES

	2004	2005	2006	2007	2008
LEVEL 2					
PRIOR TO 3 YEARS	\$ 38,366.00	\$ 40,512.90	\$ 41,829.56	\$ 43,189.02	\$ 44,592.67
AFTER 3 YEARS		\$ 41,120.59	\$ 42,457.01	\$ 43,836.86	\$ 45,261.56
AFTER 5 YEARS		\$ 41,525.72	\$ 42,875.30	\$ 44,268.75	\$ 45,707.48
AFTER 10 YEARS		\$ 42,335.98	\$ 43,711.89	\$ 45,132.53	\$ 46,599.34
AFTER 15 YEARS		\$ 42,741.10	\$ 44,130.19	\$ 45,564.42	\$ 47,045.26
AFTER 20 YEARS		\$ 43,146.23	\$ 44,548.49	\$ 45,996.31	\$ 47,491.19
AFTER 25 YEARS		\$ 43,551.36	\$ 44,966.78	\$ 46,428.20	\$ 47,937.12
LEVEL 1					
PRIOR TO 3 YEARS	\$ 36,621.00	\$ 38,711.18	\$ 39,969.30	\$ 41,268.30	\$ 42,609.52
AFTER 3 YEARS		\$ 39,291.85	\$ 40,568.84	\$ 41,887.32	\$ 43,248.66
AFTER 5 YEARS		\$ 39,678.96	\$ 40,968.53	\$ 42,300.01	\$ 43,674.76
AFTER 10 YEARS		\$ 40,453.19	\$ 41,767.91	\$ 43,125.37	\$ 44,526.95
AFTER 15 YEARS		\$ 40,840.30	\$ 42,167.61	\$ 43,538.05	\$ 44,953.04
AFTER 20 YEARS		\$ 41,227.41	\$ 42,567.30	\$ 43,950.74	\$ 45,379.14
AFTER 25 YEARS		\$ 41,614.52	\$ 42,966.99	\$ 44,363.42	\$ 45,805.23
NEW HIRE WITHOUT FIRE INSPECTIONS	\$ 36,621.00	\$ 37,811.18	\$ 39,040.05	\$ 40,308.85	\$ 41,618.88

All new employees shall start at level one in the year of hire, unless his/her education, experience and/or years of service warrant starting at a higher level in the year of hire

The salaries set forth above include shift, inspections and longevity

APPENDIX B

BOROUGH OF GLASSBORO'S FAMILY LEAVE POLICY

The Borough of Glassboro ("Borough") will comply as required by state and federal laws with the Family and Medical Leave Act ("FMLA") the New Jersey Family Leave Act ("NJFLA"). Any employee who desires to take a leave pursuant to those laws shall notify the Borough Administrator in accordance with the applicable procedures, entitlement and rules related to such leave. The following information is to be used as a summary and a guide to your rights and responsibilities under the Borough's Family and Medical Leave Act and the New Jersey Family Leave Act Policy. Questions of interpretation under this policy will be resolved by reference to the FMLA, NJFLA and regulations issued by the United States Department of Labor.

FAMILY AND MEDICAL LEAVE ACT

Leave Entitlement

Under the FMLA, any Borough employee who is eligible under the Act may receive up to twelve (12) weeks of unpaid leave in a twelve (12) month period, for any of the following reasons:

- Birth of your child, and to care for your newborn child (within twelve (12) months of birth);
- Placement of a child with you for adoption or foster care (within twelve (12) months of placement);
- Care for an immediate family member (i.e. - your spouse, child or parent) with a serious health condition; or
- A personal, serious health condition that leaves you unable to perform the essential functions of your job.

Employee Eligibility

To be eligible under the FMLA, an employee must have, on the date the leave begins:

- Worked for the Borough for at least twelve (12) months; and
- Worked at least 1,250 hours (including only those hours actually worked) for the Borough during the twelve (12) months immediately preceding the leave.

Eligible employees may be entitled to up to twelve (12) weeks of unpaid leave during any twelve (12) month period. The calculation of the twelve (12) month period shall commence with the commencement of the family leave. Should an eligible employee take less than twelve (12) weeks of family leave for any of the above reasons, such employee shall be entitled to take additional leave for any of the above reasons provided that the total leave taken does not exceed twelve (12) weeks in any consecutive twelve (12) month period, and the other qualifications and restrictions contained in the FMLA are not abridged.

If both spouses are Borough employees, the Borough reserves the right to restrict family medical leave to a total of twelve (12) weeks of unpaid leave in a twelve (12) month period for the birth or adoption of a child or to care for a parent with a serious health condition. The Borough may opt to limit the use of the leave to one spouse at a time.

NEW JERSEY FAMILY LEAVE ACT

Leave Entitlement

Under the NJFLA, any Borough employee who is eligible under the Act may receive up to twelve (12) weeks of unpaid leave in a twenty-four (24) month period, for any of the following reasons:

- Birth of your child, and to care for your newborn child (within twelve (12) months of birth);
- Placement of a child with you for adoption or foster care (within twelve (12) months of placement); or
- Care for a family member (i.e. - your spouse, child, parent or spouse's parent) with a serious health condition.

Employee Eligibility

To be eligible under the NJFLA, an employee must have, on the date the leave begins:

- Worked for the Borough for at least twelve (12) months; and
- Worked at least 1,000 hours (including those hours actually worked, not including overtime) for the Borough during the twelve (12) months immediately preceding the leave.

Eligible employees may be entitled to up to twelve (12) weeks of unpaid leave during any twenty-four (24) month period. The calculation of the twenty-four (24) month period shall commence with the commencement of the family leave. Should an eligible employee take less than twelve (12) weeks of family leave for any of the above reasons, such employee shall be entitled to take additional leave for any of the above reasons provided that the total leave taken does not exceed twelve (12) weeks in any consecutive twenty-four (24) month period, and the other qualifications and restrictions contained in the NJFLA are not abridged.

JOB BENEFITS and RESTORATION

During an FMLA or NJFLA leave, health benefits shall continue to be provided by the employee for any leave which does not exceed twelve (12) weeks. For any leave which exceeds twelve (12) weeks, the employee must pay the Borough for the costs of the continuation of any health benefits. In addition, an employer's obligation to maintain health benefits stops if and when an employee informs the employer of an intent not to return to work at the end of the leave period, or if the employee fails to return to work when the leave entitlement is exhausted.

Sick and vacation leave shall not accrue during a period of unpaid family medical leave. Paid holidays shall not be provided to employees on unpaid family medical leave.

At the employee's option, certain kinds of paid leave (i.e. - sick time, vacation days, etc.) may be substituted for unpaid leave. An employee's FMLA leave shall run concurrently with any other applicable leave used by the employee.

You may not work for another employer or be self-employed during your leave. Your leave may be canceled and disciplinary action taken, including immediate termination, prior to the expiration of the leave period, if you violate this policy. In addition, any employee who willfully misleads the employer related to the nature of or the need for an FMLA or NJFLA leave, or who falsifies documents related to the employee's request for an FMLA or NJFLA leave may be subject to disciplinary action, including immediate termination from his/her employment prior to the expiration of the leave period.

If an employee returns to work within the time period of the family medical leave, he/she will be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, status and authority. The employee's restored status will be the same as it would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated, but for the leave, the employee would not have had any new right to be reinstated upon return from leave. Failure to return to work may result in termination of employment.

An employee's request for leave and the taking of leave will not negatively affect an employee's employment or standing with the Borough.

ADVANCE NOTICE AND MEDICAL CERTIFICATION

An employee must request the use of family medical leave by submitting a written statement of the specific reasons for the leave at least thirty (30) days prior to the anticipated date of delivery, placement or adoption of a child. If a scheduled medical leave for the employee or a family member of the employee is the basis for the request, then the employee must, if practical, provide thirty (30) days written notice. It is the responsibility of the employee who has planned medical treatment to make a reasonable effort to schedule treatment so as not to unduly disrupt Borough operations. The notice must be presented to the Borough Administrator. In addition,

employees may be required to certify as to his/her request for the leave.

The Borough may require an employee requesting leave to provide confirmation from a healthcare provider of the need for and probable duration of the leave requested. The confirmation must be provided in an approved Borough format, available from the Borough Administrator, within fifteen (15) days of the date the confirmation is requested by the Borough. The Borough reserves the right to obtain, at its expense, an opinion from a second healthcare provider of the Borough's choosing. Should the recommendations of the Borough's healthcare provider differ from that of the employee's, the opinion of a third healthcare provider, chosen jointly by the employee and the Borough, will be obtained at the expense of the Borough, to review the request. In addition, a medical certification may be required by the Borough to support an employee's fitness to return to work from the leave.

The Borough may require an employee using family medical leave to periodically report his/her status and intention to return to work. The Borough may also require the employee to obtain additional written medical certification for the need to continue the leave.

All medical information related to an employee's leave requests and/or an employee's leave shall be kept confidential to the maximum extent possible. All medical certifications will be kept in separate files in the Borough Administrator's office.

INTERMITTENT LEAVE

An employee will normally be granted up to twelve (12) consecutive weeks of family medical leave. Intermittent use of up to twelve (12) weeks of family medical leave may be allowed by the Borough when the employee has established that it is medically necessary to use the leave intermittently. Under the FMLA and NJFLA, intermittent use of up to twelve (12) weeks of leave in the applicable period may be allowed for care of a spouse, child, or parent who has a serious health condition. The medical certification of the need for intermittent leave provided by the employee's health care provider must specify the expected duration of the intermittent leave. In granting the use of intermittent family medical leave, the Borough may require an employee to temporarily transfer to an available alternative position with the equivalent pay and benefits to better accommodate the employee's modified work hours.

APPENDIX C DISABILITY LEAVE BENEFIT SCHEDULE

Completed Years of Service	Weeks of Sick Leave at Full Pay	Weeks of Sick Leave at Half Pay	Total Weeks of Sick Leave
1	4	2	6
2	4	7	11
3	4	12	16
4	4	17	21
5	8	18	26
6	8	23	31
7	8	28	36
8	8	33	41
9	12	34	46
10	12	40	52
15	14	38	52
20	16	36	52
25	18	34	52
30	20	32	52