

Agreement  
between  
Deptford Fire District  
Board of Fire Commissioners  
Deptford NJ  
and  
Gloucester County Uniformed  
Firefighters Association  
International Association of Fire Fighters  
Local 3592  
for Superior Officers  
A.F.L.-C.I.O.-C.L.C.

January 1, 2005  
through  
December 31, 2009

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## **PREAMBLE**

**THIS AGREEMENT is entered into this 27<sup>th</sup> day of June, 2007 by and between the BOARD OF FIRE COMMISSIONERS, DEPTFORD FIRE DISTRICT, Deptford Township, in the County of Gloucester, New Jersey, a municipal body of the State of New Jersey, hereinafter called the “Board”, and GLOUCESTER COUNTY UNIFORMED FIREFIGHTERS ASSOCIATION (FOR SUPERIOR OFFICERS), IAFF LOCAL #3592, AFL-CIO/CLC, hereinafter called the “Association”, represents the complete and final understanding on all bargaining issues between the Board and the Association.**

## **PURPOSE**

**THIS AGREEMENT is entered into between the Board and the Association, to promote and ensure harmonious relations, cooperation, and understanding between the Board and it’s Association represented employees, to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and effectuated in the best interest of the residents of Deptford Township, the Board and it’s employees.**

## ARTICLE I

### RECOGNITION

- A. The Board recognizes the Association as the exclusive collective negotiations agent for all paid full time employees engaged in fire suppression duties, including Superior Officers. Also included within the above defined negotiating unit are those employees of the Board whose job titles currently are or may be clerical, maintenance, security or other co-designated classifications provided their job duties include fire suppression and/or fire prevention activities.**
- B. Unless otherwise indicated, the terms “Superior Officer”, “Superior Officers”, and “employee” or “employees”, when used in this Agreement, refer to persons, male or female, represented by the Association in the above defined negotiating unit.**
- C. This Agreement excludes the Fire Chief and managerial executives within the meaning of the New Jersey Public Employer-Employee Relations Act N.J.S.A., 34:13A-1 et. seq. (hereinafter “the Act”), and employees not engaged in firefighting duties.**
- D. The document entitled, Memorandum of Agreement Between International Association of Fire fighters Local 3592 dated June 20, 2006 and the document entitled Memo of Agreement dated June 20, 2006, both documents being signed by each party, shall be considered part of this agreement. Should there be a conflict between this agreement and the Memorandum of Agreement Between International Association of Fire fighters Local 3592 dated June 20, 2006, the Memorandum of Agreement Between International Association of Fire fighters Local 3592 dated June 20, 2006 shall prevail. Should there be a conflict between this agreement and the Memo of Agreement dated June 20, 2006, the Memo of Agreement dated June 20, 2006 shall prevail.**

## **ARTICLE II**

### **NON DISCRIMINATION**

- A. The Board and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.**
  
- B. The Board and the Association agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Board or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.**

## ARTICLE III

### ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. Official representatives of the Association will be granted administrative leave with pay to attend the annual conventions of the Professional Firefighters Association of New Jersey and the International Association of Firefighters. The administrative leave shall be for the period inclusive of the duration of the convention with a reasonable time allowed for travel to and from the convention but in no event shall said leave exceed five (5) working days.**
- B. Upon the request of the Association President and at the sole discretion of the employer, Authorized Association Representative may be excused without loss of pay from their normal duties to participate in negotiations for the renewal of this Agreement or the execution of a new agreement for this District. At the sole discretion of the District and upon the request of the Association President, such representatives may also be reasonably excused without loss of pay to participate in other meetings related to collective bargaining. Such representatives shall attend negotiations, and other meeting sessions, if on duty. In the appropriate uniform and be available for duty in the event the need arises. Approval by the employer shall not be reasonably withheld.**
- C. Copies of disciplinary charges, or other notices relating to disciplinary action, shall be furnished to the Association. Copies of all disciplinary charges or notices relating to disciplinary action against any member or non-member shall be furnished to the President or Shop Steward of the Association within seventy-two (72) hours of the presentation of charges.**
- D. The Association will be responsible for acquainting it's members with the provisions of this Agreement, and shall be responsible insofar as possible for the adherence to the terms of this Agreement by such members, and the Association recognizes that the conditions set forth in this article shall be subject to the mission of the Board.**

- E. Whenever an employee is to be questioned and he is being considered a “target” for possible disciplinary action, he shall have the right to request a representative of the Association be present at all stages of questioning. If an employee requests and is denied representation at any stage of the questioning, any statements made by the employee or “fruits” derived there from cannot be used against said employee to support disciplinary action.**
  
- F. Authorized representatives of the Association or their designee may be permitted to visit any fire facility within Deptford Township for the purpose of processing or investigating grievances, provided that written approval has been secured from the Fire Chief, or such other individuals designated by the Board to perform such task, on condition that such prior approval shall not be unreasonably withheld. The requirement for written approval may be waived by mutual agreement when necessary. The Association representative shall not interfere with the normal conduct of work within the fire facility.**
  
- G. In addition to the foregoing, if the State Delegate is elected from this bargaining unit, the Delegate will receive administrative leave without loss of pay to attend monthly meetings of the Professional Firefighters Association of New Jersey, IAFF. In order to receive said leave, the Delegate must give the Fire Chief a minimum of two (2) weeks prior written notice and must be scheduled to work on the day and time of the State monthly meeting.**
  
- H. Upon the request of the Association President, and at the sole discretion of the employer, on duty employees may be reasonably permitted to attend and participate in bargaining unit meeting without loss of pay when such bargaining unit meetings are held at a location mutually agreed upon by the Association and the Board. All on duty employees shall attend and participate in the appropriate uniform and be available for duty in the event the need arises. Approval by the employer shall not be unreasonably withheld.**
  
- I. In addition to the foregoing, union representatives may, at the sole discretion of the employer, receive relief from duty with full pay for the purpose of attending to contract administration, grievance processing or other union business on an as needed basis. The representative requesting relief must make application to the Fire Chief or his designee and receive approval as soon as reasonably possible. Such request will not be unreasonably denied.**



## ARTICLE IV

### MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and the United States, including, but not limiting, the generality of the foregoing, the following rights:**
- 1.) To the executive management and administrative control of the District and it's properties and facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Board.**
  - 2.) To make rules and procedures and conduct, 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 and quantity of work required.**
  - 3.) The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department according to law.**
  - 4.) To hire all employees, to promote, transfer, assign or retain employees in positions with the District.**
  - 5.) To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good, and just cause according to the law, and subject to the grievance procedure.**
  - 6.) To lay off employees in the event of lack of work or funds or other conditions where continuation of such work would be inefficient and non-productive, so long as such lack of work or funds is bona fide.**
- B. Pursuant to the laws of the State of New Jersey and of the United States, the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Board, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.**

## ARTICLE V

### MAINTENANCE OF OPERATIONS

- A. If is recognized that the need for continued and uninterrupted operation of the Board of Fire Commissioner's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference of such operations.**
- B. Neither the Association or any person acting on behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or stoppage of work, in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slowdown, sick out, walk out or other illegal job action against the Board.**
- C. The Association agrees that it will do everything in it's power to prevent it's members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any action by any other employee or group of employees of the Board.**
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such breach by the Association or it's members.**
- E. The Fire Chief and all officers shall exercise their supervisory duties faithfully, irrespective of the fact that the employees are covered by this Agreement, and they shall be objective in their dealings with all personnel subordinate to them, irrespective of their affiliation with the Association.**

## **ARTICLE VI**

### **GRIEVANCE PROCEDURE**

#### **A. Purpose**

- 1.) **The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.**
- 2.) **Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the District staff.**
- 3.) **Nothing herein shall be deemed to deny the employees of their statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny employees their rights to pursue any other statutory or legal remedies. The grievance procedure must be concluded before any other remedies are pursued.**

#### **A. Definition**

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

#### **B. Steps of the Grievance Procedure**

**In order to resolve grievances covered by this Agreement between the parties, this procedure shall be followed unless any is waived by mutual consent.**

**STEP ONE:**

An aggrieved employee or employees shall institute action under the provision hereof within fifteen (15) calendar days of the occurrence of the event-giving rise to the grievance. Action is instituted by filing a grievance with the Association Grievance Committee. Failure to act within said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.

Within fifteen (15) calendar days after the grievance has been filed and before an effort is made to settle the matter, the Association Grievance Committee shall screen and study the grievance to determine whether it has or lacks merit. Such processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the Association. Upon finding of merit or non-merit, the Association Grievance Committee shall present written confirmation of such determination to the Fire Chief with request that the Fire Chief investigate and resolve same, if required. If the resolution of the grievance has not been reached within five (5) working days of the submission to the Fire Chief, the grievance may proceed to Step Two.

**STEP TWO:**

- 1.) In the event a satisfactory settlement has not been reached at Step One, the Association may, within ten (10) calendar days of the Fire Chief's or a designee's decision, file its written grievance with the Board. This presentation shall include copies of all previous correspondence relating to the matter in dispute.
- 2.) The Board or its designee shall review the decision of the Fire Chief, and, within ten (10) calendar days from receipt of the grievance, make a written determination.

**STEP THREE:**

- 1.) In the event the grievance has not been resolved in Step Two, the Association within thirty (30) calendar days of the Board's decision, request arbitration. The arbitrator shall be chosen in accordance with the rules of Public Employment Relations Commission (PERC).
- 2.) However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Board. In the event that the aggrieved elects to pursue other remedies, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Association shall pay whatever costs it may incur in processing the case to arbitration.

**C. Arbitration**

- 1.) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to them involved in the grievance. In formulating their decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable. The arbitrator shall not have the authority to add to, modify, subtract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.**
- 2.) The costs for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.**
- 3.) The arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) days after the conclusion of the arbitrator hearing unless agreed to otherwise by the parties.**

**D. Group Grievances**

**Group grievances, shall be defined as those affecting “substantially” all of the members of the Association, shall be filed by the Association, and the Association only, at Step Two.**

**E. Time Limits**

**The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated with the time limits specified, the grievance shall be deemed to be conclusive. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last Step shall be deemed conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or shorten the time limits for processing the grievance at any Step in the grievance procedure.**

## ARTICLE VII

### DUES, DEDUCTIONS AND AGENCY SHOP

- A. The Board agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- B. A check-off shall commence for each employee that signs a properly dated authorization card, supplied by the Association and verified by the Board Administrator during the month following the filing of such card with the Board.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Board written notice thirty (30) days prior to the effective date of such change and shall furnish the Board either new authorizations from its members showing the authorized deductions of each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.
- D. The Association will provide the necessary “check-off authorization” form and the Association will secure the signatures of it’s members on the forms and deliver the signed forms to the Board Administrator.
- E. Any such written authorization may only be withdrawn between the period of the 1<sup>st</sup> of April and the 30<sup>th</sup> of June by filing a withdrawal notice with the Board Administrator. The filing of notice of withdrawal shall be effective to halt deductions in accordance with NJSA 52:14-15.9e, as amended.
- F. The Board agrees to deduct the fair share fee from earnings of those employees who elect not to become a member of the Association and transmit the fee to the majority representative.
  - 1.) The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

- 2.) **The fair share fee for services rendered by the Association shall in the amount equal to the regular membership dues, initiation fees and assessments of the Association, less the costs of benefits financed through the duties and available only to the members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.**
  - 3.) **The sum representing the fair share fee shall not reflect the cost of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster it's 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 Board.**
  - 4.) **Prior to January 1<sup>st</sup> and July 31<sup>st</sup> of each year, the Association, if there is a change in the cost of membership, shall provide advance written notice to the Board and any non-member of such increase. Upon written request, any information necessary to compute or validate the fair share fee for services enumerated above will be forwarded to the Board or employee requesting same.**
  - 5.) **The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Board or require the Board to take any action other than to hold the fee in escrow pending resolution of the appeal.**
- G. The Association shall indemnify, defend and save the Board 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 Board in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Board, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.**

## **ARTICLE VIII**

### **EMPLOYEE RIGHTS AND PRIVILEGES**

- A. Nothing contained herein shall be construed to deny or restrict any employee such rights as they have under New Jersey laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.**
- B. No employee shall be disciplined, reduced in rank or compensation without just cause. The release of information related to any such action shall be in accordance with applicable law.**
- C. Whenever an employee is required to appear before any Supervisor, Fire Chief, Board of Fire Commissioners or Board Representative concerning any matter in which could adversely affect the continuation of that employee in their position, employment, or the salary or any increments pertaining thereto, then they shall be given prior written notice of the reasons of such meeting or interview and shall be entitled to have a representative of the Local present to advise them and represent them during such meeting or interview.**
- D. Any employee whose action may give rise to charges by the Board or any to any hearing or meeting with any agent or agents of the Board or Department. The affected employee shall be afforded all rights pursuant to U.S.S.C. decisions under Weingarten. No statement shall be given without first advising the affected employee of the matter or matters for which they are under investigation. The employee shall have full access to counsel in any hearing or internal investigation scheduled by the Board.**
- E. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be established according to applicable law. All written rules and regulations shall be provided to the employees immediately upon promulgation.**



## **ARTICLE IX**

### **HOURS AND OVERTIME**

- A. The normal workweek will be forty two and one half hours (42.5), Monday through Friday, for a five (5) day work week with the work day understood as consisting of eight and one half (8.5) consecutive hours or forty-eight (48) hours for a four (4) day work week with the normal work day understood as consisting of twelve (12.0) consecutive hours inclusive of a thirty (30) minute lunch/diner break per day. The scheduled hours of work may vary from time to time to meet the needs of the District.**

**No overtime is due for any employee working either a 42.5 hour five day work week or a 48 hour four day work week. If employee is required to work 48 hour work week, the employee will be paid based on 42.5 hours hourly wage (straight time) for the difference of hours between 42.5 to 48 hours.**

- B. Except in emergencies, the scheduled hours of work shall be posted at least forty-eight (48) hours in advance. This provision shall not be construed to restrict the District's right to scheduled compensatory time.**
- C. It is understood that the employees must remain available for emergency calls during break periods.**
- D. Overtime will be paid in accordance with the Fair Labor Standards Act requirements for public agencies engaged in fire protection.**
- E. When an employee is recalled for duty, they shall be entitled to compensation at their overtime rate for all hours worked, with a minimum compensation of two (2) hours at their overtime rate, as long as the recall is not contiguous with their regularly scheduled shift.**
- F. Overtime work shall be assigned as equitably as possible.**
- 1.) An overtime list be will created and will be utilized anytime overtime is necessary. The employee with the greatest seniority (as determined by DOP policy regulation) will be placed at the top of the overtime list, followed by the next most senior employee and so on.**
  - 2.) When a need for overtime occurs, the employer will start at the top of the list and work down until all overtime is assigned. Any employee working the overtime will be placed on the bottom of the overtime list.**

- 3.) If all needed overtime is not filled with voluntary overtime assignments, then mandatory overtime will be assigned. When mandatory overtime is necessary, the employee at the top of the list will be ordered to work overtime. After the employee is ordered to work mandatory overtime, a date of six (6) months will be placed after the employee's name. The employee may not be ordered to work mandatory overtime again until the six (6) month date or until all other employees have been ordered to work mandatory overtime.**
- B. The record keeping system shall be available for inspection at the request of the Association President.**
- C. Overtime will be paid in fifteen (15) minute blocks.**
- D. Any qualified employee voluntarily instructing training sessions on off duty time will be compensated at his/her regular hourly rate.**
- E. Check in time for the purpose of calling out sick or otherwise absent shall be between on hour prior to the employee's start of shift and a quarter hour before the employee's start of shift time. Employees shall report out sick or otherwise absent, in cases when leave has not been prior approved, during the check in period.**
- F. Employees reporting for work after their scheduled start time or leaving prior to their scheduled off duty time will be docked for the amount of time that they are absent equal to the fifteen (15) minute blocks as paid in overtime.**

## **ARTICLE X**

### **EXCHANGE OF HOURS OF DUTY**

- A. The request for exchange of hours of duty by an employee may be granted by the Fire Chief or his designee, at his discretion, provided such request has been made through channels and in conformance with the needs of the District. Such discretion shall not be unreasonably denied.**
- B. In exercising the provisions of this Article, no Superior Officer shall work more than two (2) shifts, and the provisions of Article IX shall not apply to the second shift unless the employee is ordered to work hours in excess of the first shift, in which case article IX shall be applicable to those excess hours.**
- C. Exchanges can be performed by any bargaining unit member employed by the Fire District.**

**ARTICLE XI**

**SALARIES**

Effective and retroactive to January 1, 2005, the salaries for all Fire Captains and Fire Official UFD (effective January 1, 2006) shall be as follows:

<i><u>Year of Service</u></i>	<i><u>Salary</u></i>
2005	\$ 52,419
2006	\$ 61,792
2007	\$ 64,202
2008	\$ 66,705
2009	\$ 69,307

The agreement as to pay is also set forth in the Memorandum Agreement between the parties dated June 20, 2006 and attached hereto. Should there be any conflict in the provisions between this agreement and said Memorandum Agreement, the provision in the Memorandum Agreement shall win out and be considered the binding provision.

All employees hired prior to January 1, 2001 and maintaining an Emergency Medical Technician certification with the New Jersey Department of Health shall receive differential pay in the amount of \$500 per year, which shall be paid with the first pay in December of each year.

All employees hired prior to January 1, 2001 and maintaining a First Responder Certification shall receive a pay differential of \$150 per year, which shall be paid with the first pay in December of each year.

Effective January 1, 2001, all employees assigned to the Bureau of Fire Prevention and performing fire prevention inspections and related work shall receive a differential pay in the amount of \$750 per year which shall be paid with the first pay in December of each year.

There shall be no EMT or Fire Inspector differential pay for Firefighters hired after January 1, 2001.

## **ARTICLE XII**

### **HOLIDAYS**

At least eight (8) employees will be required to work holidays. A list will be created and continually updated after each holiday. The shifts will be filled by employees selecting which shift they choose to work. If all shifts are not filled, employees will be forced to fill the openings. This will be done using the lowest name from the DOP seniority list. If an employee is forced to work, a force date will be put next to their name and employee will not be forced again until he/she volunteers to work another holiday or has the oldest force date. This excludes employees who are on approved vacation during the subject holiday. If employee takes a single day off prior to a holiday, he or she will still be available to potentially work the holiday. The sign ups have to be completed two (2) weeks prior to the holiday. Employees assigned to work on these holidays will be given one (1) Floating Holiday in return that must be used by January 31<sup>st</sup> of the following year or they may choose to be compensated at the rate of pay the year that the day was accrued.

**New Years Day  
President's Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
The Day After Thanksgiving  
Veteran's Day  
Christmas Eve (1/2 day)  
Christmas Day  
1 Floating Holiday**

In addition to the designated holidays, all bargaining unit employees shall be entitled to three (3) Personal Days. These days shall be used or paid by January 31<sup>st</sup> of the year following the year in which it was incurred at the rate of pay the year that the day was accrued.

When a holiday falls on or during an employee's scheduled vacation, the employee shall not be charged the vacation day.

## ARTICLE XIII

### VACATIONS

- A. Bargaining unit employees shall be entitled to annual vacation leave with pay in accordance with the following schedule:**
- 1.) During the first calendar year of employment, employees shall be entitled to three (3) vacation days.**
  - 2.) During the beginning of the 2<sup>nd</sup> year of employment, employees shall be entitled to five (5) vacation days per year.**
  - 3.) From the beginning of the 3<sup>rd</sup> year of employment through the 5<sup>th</sup> calendar year of employment, employees shall be entitled to ten (10) vacation days per year.**
  - 4.) From the beginning of the 6<sup>th</sup> year of employment through the 8<sup>th</sup> year of employment, employees shall be entitled to thirteen (13) vacation days per year.**
  - 5.) From the beginning of the 9<sup>th</sup> year of employment through the 11<sup>th</sup> year of employment, employees shall be entitled to fifteen (15) vacation days per year.**
  - 6.) From the beginning of the 12<sup>th</sup> year of employment through the 13<sup>th</sup> year of employment, employees shall be entitled to sixteen (16) vacation days per year.**
  - 7.) From the beginning of the 14<sup>th</sup> year of employment through the 15<sup>th</sup> year of employment, employees shall be entitled to seventeen (17) vacation days per year.**
  - 8.) From the beginning of the 16<sup>th</sup> year of employment through the 17<sup>th</sup> year of employment, employees shall be entitled to eighteen (18) vacation days per year.**
  - 9.) From the beginning of the 18<sup>th</sup> year of employment through the 19<sup>th</sup> year of employment, employees shall be entitled to nineteen (19) vacation days per year.**
  - 10.) From the beginning of the 20<sup>th</sup> year of employment through the end of employment, employees shall be entitled to twenty (20) vacation days per year.**
- B. The vacation year is January 1<sup>st</sup> through December 31<sup>st</sup>.**
- C. Up to one (1) week of earned vacation hours may be carried over into the following year.**
- D. An annual vacation schedule shall be prepared by the Chief or his designee in accordance with present practice.**
- E. An employee who terminates their employment with the Board, or whose employment is terminated by the Board, shall be entitled to vacation time and/or vacation pay on a prorated basis.**
- F. Employees may elect to receive compensation, at their regularly hourly rate, for unused annual vacation hours.**

## ARTICLE XIV

### SEPARATION, DEATH AND RETIREMENT

- A. Employees shall retain all pension rights as Superior Officers as provided by all applicable laws.
- B. Employees retiring either after twenty-five (25) years of service or as a result of a disability pension, whether work connected or not, shall be paid for all accumulated sick leave, holidays, vacation and other compensatory time as provided in this Agreement. Said payments shall be computed at the rate at the time of retirement based upon annual compensation.
- C. Employees intending to retire on other than disability pension shall accordingly notify the Board by September 1<sup>st</sup> of the previous year in which said retirement is to become effective.
- D. In the event of an employee's death, their estate or legal representative shall be paid for all accumulated sick leave, holidays, vacation or other compensatory time as provided in this Agreement. Payments shall be made at the employee's rate of pay at the time of their death.
- E. In the event of an employee's separation from service for any reason not set forth in Section B or D above, all accumulated sick leave, vacation, holidays and other compensatory time shall be paid at the rate of pay at the pay at the time of separation to the employee.
- F. For benefits payable in the current year in all cases of separation, death while not in the line of duty or retirement, all sick leave, vacation, holiday and other compensatory time shall be prorated as of the first of the month if the resignation, death or retirement is effective after the fifteenth (15<sup>th</sup>) of the month. Benefits shall be prorated on the calendar year from January 1<sup>st</sup> through December 31<sup>st</sup>.
- G. For benefits payable in the then current year in all cases where the employee died while in the line of duty, all sick leave, vacation, holidays and other compensatory time which would have accrued for the entire calendar year (in the year of the employee's death), shall be payable to the employee's estate or legal representative.
- H. Separation shall be defined as any permanent cessation of employment, but shall not be deemed to include temporary leaves of absence, vacation, layoffs, or other temporary leaves.
- I. The fire district will fully pay for continuation of health insurance premiums upon an employee's retirement after twenty-five (25) years of service with the district.
- J. In the case of a retired employee passing away, the spouse and children under the age of eighteen (18) years of age shall be eligible to maintain their health care coverage for a period of ten (10) years from the time of the employee's death. The family must pay the fire district the full amount for the benefits maintained at the time the District is billed.

## **ARTICLE XV**

### **SICK LEAVE**

- A. Sick leave with pay shall be earned at the rate of ten (10) days per year after the first ninety (90) days of employment. Unused sick leave shall be cumulative, from year to year, according to the following schedule:**
- 1.) Effective January 1, 2005, employees will be able to accumulate a maximum of one hundred, twenty (120) sick days.**
  - 2.) Employees accumulating more than forty (40) sick leave days may sell a maximum of ten (10) sick days back to the District per calendar year. Payments shall be based on the employee's rate of pay at the time the sick time is sold back to the District.**
- B. Sick leave is hereby defined to mean absence by an employee by reason of personal illness, illness within the immediate family, observance of quarantine, or as a result of a disabling injury not compensable under Article XVI.**
- C. Employees shall be required to furnish a doctor's certificate to substantiate a request for approval of sick leave, when sick leave exceeds three (3) consecutive workdays.**
- D. The Board may require the employee to submit acceptable medical evidence of proof of illness, whenever such a requirement appears reasonable to the Board.**
- E. The Board may require an employee to be examined by a physician designated and compensated by the Boards, as a condition of the employee's continuation of sick leave or return to work.**
- F. In order to receive compensation while absent on sick leave, an employee shall report their absence to the Fire Chief or his designee, at least one (1) hour to fifteen (15) minutes prior to the start of their shift, if possible.**
- G. In case of sick leave due to contagious disease or to care for an ill member of the employee's immediate, reasonable proof may be required.**
- H. An employee who has exhausted their accumulated sick leave may, with the Board's approval, charge additional days of absence to vacation or personal days, or compensatory time, if available.**



**J. Employees retiring after twenty-five (25) years of service shall be paid for all accumulated sick days as provided in this Agreement. Said payments shall be computed at the rate of pay at the time of retirement based upon the base annual compensation.**

- 1.) Employees retiring on disability retirement pursuant to the Police and Firemen's Retirement System shall be paid for all accumulated sick days as provided by this Agreement.**
- 2.) In the event of an employee's death, their estate or legal representative shall be paid for all accumulated sick days as provided in this Agreement. Payments shall be made at the employee's rate of pay at the time of their death.**
- 3.) In the event of an employee's honorable separation from service for any reason not set forth above, the employee shall be entitled to be compensated for all accumulated sick days.**

## ARTICLE XVI

### INJURY LEAVE

- A. **In the event an employee an employee becomes disabled by reason of service connected injury or illness and is unable to perform their duties, then, in addition to any sick leave benefits otherwise provided herein, he may be entitled to full pay for a period of up to one (1) year. In the event an employee is granted said leave, the Board's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability, or other payments received from other sources provided by the Board. At the employee's option, the employee shall either surrender and deliver any compensation, disability, or other benefits to the Board and receive from the Board his entire salary payment, or in the alternative, the employee may retain the compensation, disability or other benefits and receives from the Board only the difference of pay.**

**If an employee returns to work from injury leave for less than one (1) year, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.**

**When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.**

- B. **When an employee requests injury leave, he or she will be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the Board's Workmen's Compensation carrier, with the final determination, if necessary, to be made by the Workman's Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time charged against his or her accumulated sick time and if necessary, against any other accumulated leave time. If the employee leaves the employ of the Board prior to reimbursing the Board for such advanced time, the employee shall be required to reimburse the Board for such advanced time.**
- C. **Any employee who is injured, whether slight or severe, while working, must make an injury report to the Fire Chief or officer in charge prior to the end of the employee's shift, or if that is not medically possible, as soon thereafter as is possible.**
- D. **It is understood that the employee must file an injury report with the Board Administrator so that the Board may file the appropriate Worker's Compensation Claim. Failure to report said injury may result in the failure of the employee to receive compensation under this Article.**

- E. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Board may reasonably require the employee to present such certificate from time to time. The employee must provide a written note from their physician regarding the employee's ability to work "light duty." "Light Duty" shall be defined specifically by the physician but generally is understood by each party to this agreement to mean clerical work, public service, and/or mild physical exertion.**
  
- F. If the Board does not accept the certificate of the physician designated by the insurance carrier, the Board shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Board.**
  
- G. In the event the Board appointed physician certifies the employee fit for duty, injury leave benefits granted under this Article shall be terminated, unless the employee's physician disputes the determination of the Board's appointed physician. Then the Board and the employee shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the Board and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.**

## ARTICLE XVII

### BEREAVEMENT LEAVE

- A. In the event of death of the employee's parents, step parents, spouse, child, step child, foster child, brother, sister, grandparents, grandchild, mother-in-law, father-in-law, brother-in-law and sister-in-law, the employee shall be granted time off without loss of pay commencing between the day of death and the day after interment, but in no event exceed five (5) working days.**
- B. Bereavement leave may be extended at management's sole discretion.**
- C. In the event that the death of an extended family member causes additional burden on the employee as defined below, the employee will receive paid leave for up to five (5) days following the death.**
- D. Additional burden is defined as the employee, in addition to making the usual necessary funeral arrangements and attendance, being called upon to:**
  - 1.) Physically move household furniture and belongings of the deceased or their survivors to another location.**
  - 2.) Arrange to dispose of or transfer the business concerns of the deceased.**
  - 3.) Arrange for the care of survivors of the deceased.**
- E. The employer may grant leave for anyone else not specifically included within this article upon application by an employee and upon the employee demonstrating sufficient cause for such leave to be granted.**
- F. If additional time is required, an employee may use accumulated compensatory or vacation time upon approval of the employer.**
- G. An employee will request bereavement leave at the earliest practical time.**
- I. Proof of death may be required at the employer's discretion.**

**ARTICLE XVIII**

**MILITARY LEAVE**

- A. **Military leave shall be granted pursuant to State and Federal Statues and Regulations.**

## **ARTICLE XIX**

### **LEAVE OF ABSENCE**

- A. Leave of absence without any pay, at the discretion of the Board, may be granted for good cause to any employee who has completed their probationary period.**
- B. Leave of absence can be a specified time period up to maximum of one (1) year.**
- C. During a leave of absence, the Board will not be responsible to provide the employee with the benefits provided within Article XXV. However, if the employee wishes that coverage is extended to him during that leave, the Board will provide it but it must be paid by the employee prior to the Board being billed.**

**ARTICLE XX**

**PENSIONS**

- A. All employees shall retain all pension rights afforded to them.

## **ARTICLE XXI**

### **JOB DESCRIPTION AND DUTIES**

- A. The job descriptions and duties for all members of this bargaining unit shall be in accordance with each employee's job title.**
- B. The Board will maintain on file in the Board office a complete and current Department of Personnel job description for all required positions.**
- C. The Board will supply a copy of the most current job description to an employee when hired and at any time thereafter, if the job description should change.**
- D. If and when an employee's job description or duties shall change, the employee shall be notified in writing at least fifteen (15) calendar days prior to change of duties.**



## **ARTICLE XXII**

### **CLOTHING ALLOWANCE**

- A. The Board will issue to all newly hired employees all uniforms and turnout gear, according to the clothing allowance, as set forth in Appendix A attached hereto. All clothing shall meet NFPA and OSHA requirements.**
- B. Each year each employee will be given a clothing allowance of six hundred (\$600) dollars. Only items contained in Appendix A can be purchased.**
- C. Uniforms shall be worn during all duty hours except during physical fitness time. When working in and around stations and grounds, the uniform shirt may be removed (but the employee must wear the T-shirt). The Fire Chief shall determine the proper uniform for the work being performed.**
- D. The Board will provide its employees with all turnout gear and equipment that meet or exceed the requirements of NFPA and OSHA.**
- E. Summer short may be worn between Memorial Day and Labor Day at the Firehouse or its perimeter.**

**ARTICLE XXIII**

**TRAVEL EXPENSES**

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

## ARTICLE XXIV

### HOSPITALIZATION AND MEDICAL BENEFITS

- A. The Parties agree that the health insurance shall be selected by the employee from the plans available through the State Health Benefits Plan. The Board shall pay the following sums towards the costs of said health insurance:**

**The amount of money equal to the current costs of health insurance for the Number 19 Aetna HMO or its equivalent if it is changed by the NJSHBC. The exact premium in said Aetna #19 HMO is as follows:**

- i. Single, \$437.44**
- ii. Member/Spouse-Domestic Partner, \$946.24**
- iii. Family, \$1,064.64**
- iv. Parent/Child, \$599.61**

**Should the costs of said Number 19 Aetna HMO or its equivalent increase by more than 35%, the Board has the right to re-open negotiations for this Article. If negotiations are re-opened, they shall remain open for no more than 30 days and if no agreement is reached, all unresolved issues are to be submitted to the Arbitrator for a ruling within 30 days thereafter. Arbitrator, James Mastriani shall retain jurisdiction in the event of an impasse over the terms of the re-opener.**

**Employees will be entitled to hospitalization and medical benefits after sixty (60) days of continuous service with the Fire District.**

- B. In the event of an employee's separation from the District, hospitalization and medical benefits shall be continued for a period of one (1) month at the District's expense.**
- C. The fire district will pay lifetime health insurance premiums for a plan as stated in this Article, Section A, upon the employee's retirement after twenty-five (25) years of service.**
- D. The fire district will reimburse any employee the cost of repair or replacement of eyeglasses damaged or lost in the line of duty. The damage must be reported to the officer in charge at the time of the occurrence. The employer will verify the loss or damage with the officer in charge and the effected employee will provide the employer with a receipt for all repairs or replacement costs.**
- E. The Board of Fire Commissioners will pay Horizon Dental.**

## **ARTICLE XXV**

### **COMMUNICABLE DISEASES**

- A. The Fire Chief of designee shall maintain a separate file to be known as the “Communicable Disease File” in which employees responding to fire rescue alarms in which contact and/or working in close proximity to the victims with communicable diseases and their body fluids shall be recorded in the C.D.F. at the completion of each alarm. It shall be the employee’s responsibility to notify the officer in charge and initial the completed C.D.F. form.**
  
- B. If the employee is diagnosed with the AIDS Virus or any other communicable disease, the C.D.F. form shall establish a reputable presumption that the employee is eligible for injury leave pursuant to Article XVI.**
  
- C. Any dispute relating to an employee’s entitlement to “Injured on Duty” status relating to a communicable disease shall be resolved pursuant to the Injury Leave Article of this agreement and Workers Compensation Laws.**

**ARTICLE XXVI**

**PROMOTIONS**

- A. When the Board determines to create a promotional position(s), a notice will be posted, with a copy provided to the Association, advising of the nature of the position and the qualifications required therefore. All promotions will be made in accordance with any and all Federal, State and Local regulations.**

**ARTICLE XXVII**

**BULLETIN BOARD**

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

## **ARTICLE XXVIII**

### **SERVICE RECORDS**

- A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the Board, and may be used for evaluation purposes by the Fire Chief, Administrator or Board only.**
- B. Upon advanced notice and at reasonable times, any employee may review his or her personnel file. However, this appointment for review must be made through the Fire Chief or designee.**
- C. Whenever a written complaint concerning an employee or his or her actions is to be placed in this personnel file, a copy shall be made available to the employee and he or she shall be given the opportunity to rebut it if he or she so desires. The employee shall be permitted to place said rebuttal in his or her file.**
- D. When an employee rebuts and is found innocent of said complaint, the written complaint must be removed from the employee's file, and any and all other files within five (5) working days.**
- E. All personnel files will be carefully maintained and safeguard permanently and nothing placed in any files shall be removed there from except as provided in Section D above or by mutual agreement.**
- F. Maintenance of the personnel files will be accordance with the Archives Laws of the State of New Jersey.**

**ARTICLE XXIX**

**PRINTING AND SUPPLYING AGREEMENT**

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



**ARTICLE XXX**

**STATUTORY AND LEGAL RIGHTS**

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

**ARTICLE XXXI**

**SEPARABILITY AND SAVINGS**

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

## **ARTICLE XXXII**

### **MAINTENANCE OF BENEFITS**

- A. Except in this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the terms of this Agreement.**
  
- B. All rights, privileges, and working conditions enjoyed by the employees, beginning on the effective date of this Agreement, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement, unless changed by mutual consent.**

**ARTICLE XXXIII**

**JURY DUTY**

- A. All employees shall be granted time off without loss of pay, vacation time or other compensatory time for involuntary jury duty. The employee must be scheduled to work in order to receive administrative leave for jury duty.**
- B. Employees volunteering for jury duty shall not be granted time off without loss of pay.**

**ARTICLE XXXIV**

**EMERGENCY LEAVE**

- A. Employees shall be granted emergency leave for a bona fide emergency situation that requires their release or absence from work. All emergency leave will be charged, at the employee's option, against the employee's vacation, personal or compensatory time balance.**

**ARTICLE XXXV**

**TRAINING AND EDUCATION**

- A. The fire district endorses a policy of self-improvement and an educational assistance program. All requests for approval and/or reimbursement must be processed and received for review and approval by the Fire Chief. District approval of training and education applications will be based upon job relativity and will be at the discretion of the Fire Chief.**
- B. Examples of job related courses are those that are based on fire prevention, fire suppression, medical certification and personnel management. These courses shall include any/all fire related courses that are deemed necessary for related job descriptions and/or any/all fire science courses at an approved institution.**
- C. After being authorized and approved by the Fire Chief, the fire district shall pay full tuition, including books and credits for job related courses. Employees attending the courses shall initially pay the cost of said course, etc. and be reimbursed upon successful completion of same.**
- D. Courses in any type of advanced or specialized training will be paid by the fire district for a minimum of two (2) courses per calendar year.**
- E. Tuition reimbursement will be limited to a maximum of \$750 per calendar year per employee.**
- F. The Fire Chief may approve advanced payment for all approved job related course.**

## **ARTICLE XXXVI**

### **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.**
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.**
- C. This Agreement shall not be modified in whole or in part by the parties except only by an instrument, in writing, executed by both parties.**
- D. It is the intent of the parties that the provisions of this Agreement will supersede all agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Board and the Association, for the life of this Agreement, hereby waive any rights to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.**

**ARTICLE XXXVII**

**SUPERSEDING CLAUSE**

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



**ARTICLE XXXVIII**

**PROBATIONARY PERIOD**

- A. **New employees shall serve a probationary period of one (1) calendar year. During the probationary period, new employees shall be paid as a first year employee. For the purpose of seniority and longevity, the DOP policy regulation will be adhered to.**

**ARTICLE XXXIX**

**OUTSIDE EMPLOYMENT**

- A. Employees may hold outside employment during off duty hours provided that the outside employment does not interfere or conflict with their employment within the fire department.**

**ARTICLE XXXX**

**SAFETY**

- A. Safety equipment shall be provided for employee protection in areas considered hazardous. All employees shall observe and obey posted rules for working within hazardous areas.**

## **ARTICLE XXXXI**

### **DISCIPLINARY ACTION**

- A. All employees may be subject to disciplinary action, at the sole discretion of the Board or its designee, for just cause, which shall include but not be limited to the following:**
- 1.) Neglect of duty**
  - 2.) Incompetence or inefficiency**
  - 3.) Insubordinate or breach of discipline**
  - 4.) Consumption of alcoholic beverages while on duty or reporting to work in unfit conditions**
  - 5.) Consumption of drugs while on duty**
  - 6.) Chronic or excessive absenteeism or lateness**
  - 7.) Disorderly or immoral conduct**
  - 8.) Conviction of a criminal act or offense pursuant to applicable law**
  - 9.) Willful negligence or damage to property or willful waste of supplies**
  - 10.) Conduct unbecoming a public employee**
  - 11.) The use or attempt to use authority or official influence to control or modify a political action of any person in the service, or engaging in political activity during working hours**
  - 12.) Unauthorized use of Fire District vehicles or equipment.**
- B. Disciplinary action may include but not be limited to oral reprimand, written reprimand, suspension from work with or without pay, reduction in grade or dismissal. The nature of the infraction shall dictate the disciplinary action.**
- C. Disciplinary procedures shall be conducted in accordance with applicable law and shall also be subject to the negotiated grievance procedure provisions of this contract.**

## **ARTICLE XXXXII**

### **LATENESS**

#### **A. Suspensions**

- 1.) Anyone who is late six (6) times in a calendar year (Jan. –Dec.) (12) twelve-month period will receive a one (1) day suspension.**
- 2.) Anyone who exceeds six lateness's in the same calendar year will receive one (1) additional day suspension without pay for each lateness.**
- 3.) Anyone who exceeds the eight (8) lateness's in the same calendar year shall receive a one (1) week suspension without pay.**
- 4.) Any who exceeds the eight (8) lateness's in the same calendar year shall be terminated.**

**The above suspensions are all without pay and the Board reserves the right to schedule suspensions at their convenience.**

- B. The Board rescinds any lateness forms issued during the period of January 1, 2004 through and including May 13, 2004. All of the aforementioned forms will be removed from all files including employee personnel files.**
- C. Any lateness form issued after May 13, 2004 may remain in effect with the District's files, including personnel files.**
- D. All represented employees will have the opportunity to review their respective personnel files and confirm the removal of any lateness forms, issued between January 1, 2004 through and including May 13, 2004, from their file.**

**ARTICLE XXXXIII**

**ROTATING SCHEDULES**

- A. The assignment of personnel shall be at the sole discretion of the district and its representative. The district will give fourteen (14) days notice prior to effecting any changes of personnel station assignments.**
  
- B. Any employee requesting reassignment from their current assignment shall submit a written request to the employer's designee. Review and action the request shall be at the sole discretion of the district.**

**ARTICLE XXXIV**

**DRUG AND ALCOHOL POLICY**

**The Association and District shall negotiate and implement a mutually agreed upon Drug and Alcohol Policy.**

**ARTICLE XXXXV**

**DURATION, TERM AND RENEWAL**

**THIS AGREEMENT shall be effective and retroactive to January 1, 2005 and shall remain in full force and effect through December 31, 2009. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, before one hundred twenty (120) calendar days prior to the termination date, that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) calendar days prior to the termination date. This Agreement shall remain in full force and effect during the period of negotiations.**

**IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date first set forth above.**

**BOARD OF FIRE COMMISSIONERS  
DEPTFORD FIRE DISTRICT**

**I.A.F.F. LOCAL 3592  
AFL – CIO – CLC**

**By:\_\_\_\_\_**

**By:\_\_\_\_\_**

**Date:\_\_\_\_\_**

**Date:\_\_\_\_\_**

**WITNESS:\_\_\_\_\_**

**WITNESS:\_\_\_\_\_**



## APPENDIX A

### CLOTHING ALLOWANCE LIST

A. The clothing list shall be as follows:

**I. Initial Issue**

- 5 long sleeve shirts
- 5 short sleeve shirts
- 5 pair of pants
- 1 uniform BDU coat
- 5 short sleeve t-shirts
- 5 long sleeve t-shirts
- 2 breast badges
- 1 pair station boots
- 1 pair class A uniform dress shoes for all employees hired prior to January 1, 2001
- 1 class A department dress uniform for all employees hired prior to January 1, 2001
- 1 black belt

**II. Items Permitted to be purchased under Article XXII**

- Class A Dress Uniform
- Hat Badge
- Pair of Class A uniform Dress Shoes
- Sweatshirt (100% cotton)
- Golf Shirts (100% cotton)
- Gloves
- Work Jacket
- DFD baseball style cap
- Navy knit cap
- Firefighter job shirt
- Bunker boots
- Approved collar pins
- BDU shorts
- Fire Investigation Uniforms

B. The designated fire district uniform will be mutually agreed upon by the Board and the Association.

C. Employees hired after January 1, 2001 will receive Class A uniforms and Class A uniform shoes should the fire district reinstitute a program to purchase same for district members.