

AGREEMENT
BETWEEN
CINNAMINSON
BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO. 1
CINNAMINSON TOWNSHIP, NEW JERSEY
AND
I.A.F.F. LOCAL 3091
BURLINGTON COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION
AFL-CIO CLC
MARCH 1, 1993 THROUGH FEBRUARY 28, 1997

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PREAMBLE

This agreement is entered into this _____ day of _____, 1994, between the Board of Fire Commissioners of District No. 1, Cinnaminson, in the County of Burlington, New Jersey, a municipal body of the State of New Jersey, hereinafter called the "Board" or "District", and I.A.F.F., AFL-CIO, Local 3091, hereinafter called the "Local" or the "Union".

PURPOSE

This Agreement is entered into with the Board of Commissioners, District No. 1, Cinnaminson, to promote and ensure harmonious relations, cooperation, and understanding between the Board and its local 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 interests of the residents of Fire District No. 1 and the Township of Cinnaminson, the Board of Fire Commissioners of District No. 1 and its employees.

RECOGNITION

A. In accordance with the "Certification of Representative" of the Public Employment Relations Commission, dated December 28, 1987, under Docket #RO-88-112, the Board of Fire Commissioners recognizes the Union as the exclusive collective negotiations agent for all employees covered in the aforementioned certification, and, more specifically, all full time employees of the Cinnaminson Fire District #1.

B. Unless otherwise indicated, the terms "firefighter", "firefighters", "fire official", "official", "fire inspector" and "employee" or "employees", when used in this agreement, refer to all persons, male or female, represented by the Union in the above defined negotiating unit.

ARTICLE I

Non-Discrimination

A. The Board and the Union will adhere to all applicable federal and state laws relating to non-discrimination.

ARTICLE II

Local Rights and Responsibilities

A. Authorized representatives of the Local, whose names shall be filed in writing with the Board, or their designee, shall be permitted to visit any fire facility within Cinnaminson Township for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Board representative or his designee, on condition that such prior approval shall not be unreasonably withheld. Only one (1) authorized Local representative shall be granted such permission. The Local representative shall not unreasonably interfere with the normal conduct of the work within the fire facility.

B. Official delegates of the Local, pursuant to state law, will be granted administrative leave with pay in accordance with the provisions of N.J.A.C. 4A:6-1.13.

C. The President or, in his absence, any designated member of the Local shall have the right while on duty to investigate and process grievances.

D. Copies of disciplinary charges or other notices relating to disciplinary action shall be furnished to the Local upon written authorization to the Board by the employee. The Board shall maintain a file of written refusals by members to authorize the Board to forward such documents to the Local.

E. The Local will be responsible for acquainting its members with the provisions of this Agreement and shall be

responsible insofar as possible for the adherence to the terms of this agreement by such members and the Local recognizes that the conditions set forth in this Article shall be subject to the mission of the Board.

F. One (1) member of the Local shall be permitted to attend Local meetings involving Fire District No. 1 within the Township while on duty. Members shall remain available for immediate return to duty should the need arise. Prior approval for said attendance shall be granted by the member's liaison, but may be reasonably denied.

ARTICLE III

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 of 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 Board and its properties and facilities and the activities of its employees.

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees.

3. To suspend, demote, discharge or take any disciplinary action for good and just cause according to district rules and regulations and statutes of the State of New Jersey.

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 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 the State of New Jersey and of the United States.

ARTICLE IV

Maintenance of Operations

A. It is recognized that the need for continued and uninterrupted operation of the Board of Fire Commissioner's Department and Agencies is of importance to the citizens of the community and that there should be no interference with such operations.

B. Neither the Local nor any person acting on its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or stoppage of work, in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slowdown, sick-out, walkout or other illegal job action against the Board.

C. The Local agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other activities aforementioned, or support any such action by any other employee or group of employees of the Board.

D. In the event of a strike, slowdown, work stoppage, sick-out or other activity aforementioned, it is agreed that participation in any such activity by any employee covered under this Agreement shall entitle the Board to take any legal and statutory remedies.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law and equity for injunction or damages, or both, in the event of such breach by the Local or its members.

ARTICLE V

Grievance Procedure

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the district staff.

3. Nothing herein shall be deemed to deny the employees of their statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny employees of their rights to pursue any other statutory or legal remedies in lieu of resorting to the grievance procedure.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the Board's policies, procedures, contractual agreement, and administrative decisions affecting the terms and conditions of employment, and shall be raised by the individual, the Local on behalf of an individual or group of individuals, or the Board in writing.

C. Steps of the Grievance Procedure

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

Step One:

An aggrieved employee, or the Local on behalf of an aggrieved employee or employees, shall institute action under the provisions hereof within seven (7) days of the occurrence giving rise to the grievance. An earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of the Department for the purpose of resolving the matter informally. Failure to act within said seven (7) days shall be deemed to constitute abandonment of the grievance. If a resolution of the grievance has not been reached within three (3) days of the informal discussion, the grievance may proceed to Step Two.

Step Two:

1. In the event a satisfactory settlement has not been reached at Step One, the grievant may, within five (5) working days of the decision of the Chief of the Department, file a written grievance with the Chief and the Personnel Committee of the Board.

2. The Chief and the Personnel Committee of the Board shall review the matter and make a determination within five (5) working days from the receipt of the written grievance.

Step Three:

1. In the event the grievance has not been resolved at Step Two, the Local may, within ten (10) working days of the Chief and Personnel Committee of the Board's decision, request arbitration. The arbitrator shall be chosen in accordance with the rules of the Public Employment Relations Commission (PERC).

2. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her involved in the grievance. In formulating his/her decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable.

3. The costs for the services of the arbitrator shall be borne by the loser unless the Local elects to withdraw, in which case any fees of PERC shall be paid by the Local. Other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

4. The arbitrator shall set forth his/her findings of fact and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

5. No response at any step in this procedure by the Board or its agents shall be deemed to be a negative response. Upon the termination of the applicable time limits the grievant may proceed to the next step.

6. Group grievances which shall be defined as those affecting "substantially" all of the members of the Local shall be filed by the Local, and by the Local only at Step Two.

7. The Board reserves the right to file, in writing, a grievance on its behalf with the Local which shall conduct a conference with the representatives of the Board within ten (10) days of the filing of the grievance and which shall render a determination within ten (10) days of said conference. In the event that the Board is unsatisfied with the determination of the Local the Board may then proceed to the final step of the grievance procedure.

8. Time limits may be extended, in any step of this grievance procedure, by the parties by written mutual agreement.

ARTICLE VI

Sick Leave

A. Employees shall be entitled to twelve (12) paid sick leave days per year.

B. The maximum accumulated sick time during this contract will be sixty (60) days.

C. Newly hired employees shall not be entitled to paid sick leave during the first ninety (90) days of employment. Said employees shall be entitled to nine (9) paid sick leave days during the balance of their first year of employment.

D. Any employee taking three (3) or more days of sick leave will be required to produce a doctor's note.

E. Effective upon the signing of this Agreement a sick leave bank will be established for the purpose of providing paid sick leave coverage for any employee who is absent for an extended period of time as a result of illness or injury. Employees may contribute, on a voluntary basis; accumulated paid sick leave days to the bank for use by another designated bargaining unit employee who would otherwise be entitled to paid sick leave, but who has no more paid leave time available. The Board shall implement such transfer of accumulated sick leave days and make the appropriate payments.

ARTICLE VII

Jury Duty

A. Employees who are obligated to serve on jury duty will receive in salary, the difference between what the court pays and one-half (1/2) their salary for a normal forty (40) hour week. This amount will be paid for a maximum of four (4) weeks. Time spent to satisfy jury duty obligations will not be counted as vacation time.

B. An exemption from jury duty is available to firefighters. Employees are asked to take this exemption because of the critical nature of their occupation.

C. Employees shall return to work if they are released from jury duty prior to the conclusion of their work day.

ARTICLE VIII

Court Appearances

A. Any employee required to attend court due to circumstances that arise from their employment will receive overtime payment except that the fire official will not receive overtime payment and may be given comp time.

ARTICLE IX

Retirement

A. Employees shall retain all pension rights as firefighters provided for by all applicable laws. The pension plan offered to the employees of the Board is the New Jersey Police and Firemen's Retirement System (PFRS).

B. Employees intending to retire on other than disability pension shall accordingly notify the Board four (4) months in advance of the date of their retirement. Such notice provision shall not apply to any employee who retires because of condition(s) not known or reasonably foreseeable by the employee.

C. In the event of an employee's death, his estate or legal representative shall be paid for all accumulated holidays, vacation, sick leave days, or other compensatory time as provided in this Agreement. Payments shall be made at the employee's rate of pay at the time of his death.

ARTICLE X

Conventions and Trade Shows

A. Attendance at conventions and trade shows is not considered to be the normal function of the employees. However, employees shall be entitled to attend conventions as provided by statute and/or regulation. N.J.A.C. 4A:6-1.13.

ARTICLE XI

New Employees

A. New employees shall be subject to a working test period as provided for by applicable statutes and/or regulations governing civil service employees and employees in the fire service.

ARTICLE XII

Compensation

A. All employees on their respective anniversary dates shall receive the following annual increases over their previous year's salary:

For the year beginning March 1, 1993 - 4%

For the year beginning March 1, 1994 - 4%

For the year beginning March 1, 1995 - 5%

For the year beginning March 1, 1996 - 5%

B. All employees shall be paid on Fridays. However, the Board will release the paychecks on the preceding Thursday. If a holiday falls on a Friday, the checks shall be issued on Wednesday of that week.

C. All employees will receive retroactive pay to include all salary increments starting from their anniversary date.

ARTICLE XIII

Education & Education Incentive Program

A. The Board will pay all tuition and books of fire science and technical related courses of an accredited learning institution approved by the Board.

B. Any schooling required for the employees by virtue of their employment will be paid for by the Board. If the employees have to attend class after their regular hours, then adequate compensation must be provided.

C. The following is the reimbursement schedule:

1. For a passing grade -- Full tuition paid
2. For a failing grade -- No refund

ARTICLE XIV

Hours and Overtime

A. The regular day schedule will provide a basic work week of forty (40) hours. The hours will be from 8:00 am to 4:30 pm. The schedule involves a regular shift of eight and one-half (8½) hours. The shift will include two fifteen (15) minute breaks and one thirty (30) minute lunch period.

B. Any emergency calls during the scheduled lunch time of noon (12:00 pm) to 12:30 pm, employees with the exception of the fire official will be paid overtime as required in F.L.S.A. No firefighter shall be reprimanded, disciplined or subjected to any reprisals relating to his/her response time to a call during lunch unless there is proof of willful neglect of duty.

ARTICLE XV

Holidays

A. The following days shall be considered holidays:

New Years Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day After Thanksgiving

One Half Day - Christmas Eve (1:00 pm)

Christmas Day

Three personal days

B. Holiday Pay - In the event the Board decides it is essential to their mission to have an employee work on a holiday, the employee will be given another day off as compensatory time subject to the provisions of the F.L.S.A., to be taken at the employee's discretion.

C. Any holiday that falls on a Saturday, the preceding Friday will be off, and any holiday that falls on a Sunday, the following Monday will be off. The employee must work the day before and the day after the holiday to receive holiday pay. The only exceptions being if the employee is on vacation, disability, sick or prior approved personal day.

ARTICLE XVI

Vacations

A. Each employee shall be entitled to an annual vacation leave in accordance with the following schedule.

One year of service, five (5) days leave.

Two through five years of service, ten (10) days leave.

Six through ten years of service, fifteen (15) days leave.

Eleven years of service or more, each employee shall receive one additional day per year of service to a total maximum of twenty (20) days leave.

B. The vacation year shall be January 1 - December 31. Upon the signing of this Agreement, employees' vacation entitlement shall be adjusted to conform to the new vacation year. No employees' vacation entitlement shall be reduced as a result of this adjustment.

C. Vacation time must be taken. However, extenuating circumstances will be considered by the Board.

D. Any scheduled vacation for any employee, the said employee will be issued their check on the payday prior to said vacation.

E. For two or more weeks vacation, one week must be taken as a unit. Three weeks vacation, ten days must be taken as a whole or two (2) five day segments.

F. All vacation requests must be submitted in writing to the Chief/Administrator. In case of conflicting dates, seniority will prevail.

G. The Fire Official will receive one additional day of vacation annually.

ARTICLE XVII

Service Records

A. Employees covered by this Agreement shall be entitled to inspect their service records upon request and by appointment.

B. All requests for inspections will be approved by a Commissioner or Administrator. The inspection will be conducted with a Commissioner or Administrator and the employee.

ARTICLE XVIII

Bereavement Leave

A. Any employee who has suffered a loss of a member of their immediate family will be given five (5) days leave.

B. Definition of immediate family: Spouse and child.

C. Any employee who has suffered a loss of a brother, sister, parent, mother-in-law, or father-in-law will be given three (3) days leave.

ARTICLE XIX

Travel Expenses

A. Employees shall be reimbursed at the rate established by the annual publication of rates by the Internal Revenue Service for all approved travel expenses while using a personal vehicle and shall be reimbursed for all other travel expenses in connection with their official duties.

ARTICLE XX

Medical, Dental, and Disability Coverage

CINNAMINSON TOWNSHIP

ADMINISTRATIVE SERVICES, POLICE AND FIRE DISTRICT

SCHEDULE OF BENEFITS

A. You must obtain pre-authorization prior to all hospital admissions. To do so, contact Comed at 1-800-854-9160. Emergency admissions must be reported to Comed within 48 hours. Failure to comply with these provisions will result in a reduction of benefits.

All benefits are subject to the reasonable and customary allowance.

BASIC BENEFITS

Hospital	365 days
Room and board	Semi-private
Surgery/Anesthesia	100% R&C
Xray and Lab	\$150 per calendar year

MAJOR MEDICAL

Deductible	\$100 per person per calendar year Two deductibles per family
Coinsurance	80% of the first \$2,000; 100% thereafter
Mental/Nervous	
Inpatient	80% to \$10,000 per calendar year
Outpatient	\$10 per visit to \$500 per calendar year
Lifetime maximum	\$25,000
Voluntary Second Surgical Opinion	100% deductible waived

Prescription drug plan \$2.00 deductible

DENTAL BENEFITS

Deductible \$25 per person per calendar year

Basic 100%

Restorative 80%

Major 50%

Maximum \$1,000 per calendar year

Orthodontic benefits 50%; \$1,000 per lifetime; maximum age 23

DIRECT ALL CLAIMS AND INQUIRIES TO:

Brokerage Concepts, Inc.
651 Allendale Road
P.O. Box 1533
King of Prussia, PA 19406-1553
(215) 337-2600
1-800-492-2391

B. Other plans, such as HMO, are available and should be investigated by the employee. Information regarding enrollment periods is available in the Township Building.

C. The forms will be available from the Secretary or Administrator of the Board.

D. Employees who are unable to work as a result of a work related injury or illness shall be entitled to a maximum of twelve (12) month's full salary. The Board shall pay the employee his/her regular salary less the workers' compensation disability payments received by the employee.

ARTICLE XXI

Military Leave

A. The Employer and the Union agree to adhere to the provisions of state/federal law in this respect.

ARTICLE XXIII

Severability and Savings

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid, void or unenforceable by operation of law or by a court or 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 XXIV

Superseding Clause

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

ARTICLE XXV

Fully Bargained Provisions

A. This Agreement incorporates the entire understanding of the parties in all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter unless otherwise specifically provided for herein, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of both parties at the time they negotiated and executed this Agreement.

ARTICLE XXVI

Employee Training - In Service Days

- A. Each employee, including the Fire Official, shall be provided with in-service days annually.
- B. Employees shall receive proper training in the department procedures and operations.
- C. These shall occur three times annually.
- D. The Board shall choose the subjects to be covered at these in-service days.
- E. The Board shall appoint such instructors as deemed necessary for the in-service days.
- F. All training shall be at the Board's expense.
- G. Employees shall receive such advance notice of training/in-service which is reasonable and practical under the circumstances, with a minimum of two (2) weeks notice of such.

ARTICLE XXVIII

Personal Locker

A. Each firefighter is to be issued a locker for his/her use. This locker will have a door on it and the employee shall provide his/her own lock. It is to be locked at all times for proper security.

ARTICLE XXIX

Promotions and Transfers

When the Board determines to create a promotional position, a notice will be posted with a copy provided to the Union, advising of the nature of the position and the qualifications required therefor. The employee will be given first consideration for a promotion or transfer.

ARTICLE XXX

Agency Shop Clause

A. The Board agrees to deduct an agency shop fee from the earnings of those employees who elect not to become members of the Local, and transmit such fees to the Local promptly after such deduction is made.

B. The agency shop fee shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Local, less the cost of benefits financed through the dues and available only to members of the Local, but in no event shall the fee exceed eight-five percent (85%) of the regular membership dues, fees and assessments. The Local shall notify the Board, in writing, of the amount of the agency shop fee, and shall also provide the names of the bargaining unit members from whose earnings the agency shop fee must be deducted.

C. The Local shall establish and maintain a procedure whereby any employee can challenge the amount of the agency shop fee which procedure shall in no way involve the Board. The Local further agrees to indemnify and hold the Board harmless from 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 the agency shop fee information as furnished by the Local to the Board.

D. The Board agrees to continue to deduct union dues from the earnings of employees who so elect such deductions in accordance with law.

ARTICLE XXXI

Vehicles

- A. No unauthorized personnel to operate or be transported in the Fire District vehicles.
- B. Personnel use to be limited to the adjoining townships. The adjoining towns are considered the normal response area.
- C. The Board agrees to maintain the vehicles in a safe manner and provide required maintenance.
- D. The employees agree to keep the vehicles in a clean, professional manner in normal weather conditions.

ARTICLE XXXII

Duration, Term and Renewal

This Agreement shall be effective March 1, 1993, and remain in full force and effect through February 28, 1997. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, one hundred twenty (120) calendar days prior to the termination date that it desires to modify the Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) 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 names and seals the date first set forth above.

BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO. 1

I.A.F.F. & AFL-CIO
LOCAL 3091

BY: _____

BY: _____

WITNESS: _____

WITNESS: _____

APPENDIX 'B'

New Employee Clothing Allowance List

- 5 Pair Work Pants
- 5 Long Sleeve Shirts
- 5 Short Sleeve Shirts
- 1 Winter Jacket
- 1 Belt
- 1 Pair Work Boots or Work Shoes
- 1 Set of District Badges