

Contract no. 1111

AGREEMENT

MT. LAUREL FIRE DISTRICT NO. 1

AND

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

JUL 7 1992

RUTGERS UNIVERSITY

BURLINGTON COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION

LOCAL 3091

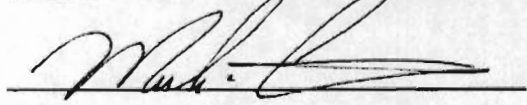
I.A.F.F.

AFL-CIO-CLC

(COVERING CALENDER YEARS 1991, 1992, 1993)

SIGNATURES:

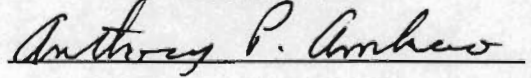
MT. LAUREL FIRE DISTRICT #1
BOARD OF FIRE COMMISSIONERS



MARK C. ZIMMERMAN, CHAIRMAN

DATED: 7-16-91

BURLINGTON COUNTY PROFESSIONAL
FIREFIGHTERS ASSOCIATION
LOCAL 3091



ANTHONY AMBRICCO, PRESIDENT

DATED: 7-16-91

I N D E X

<u>ARTICLE</u>	<u>ITEM</u>	<u>PAGE</u>
I	Recognition	4
II	Union Security	5
III	Maintenance of Operations	6
IV	Hours, Overtime and Per Diem	7
V	Vacation Leave	9
VI	Holidays	10
VII	Leave of Absence	11
VIII	Health and Welfare	13
IX	Salaries	14
X	Sick Leave	15
XI	Tuition Aid	16
XII	Contract Administration and Enforcement	17
XIII	Acting Out of Title	20
XIV	Local Rights and Responsibilities	21
XV	Uniform Guide	22
XVI	Promotions and Transfers	23
XVII	Retirement	24
XVIII	Agency Shop Clause	25
XIX	Communicable Disease	26
XX	Term and Renewal	27

PREAMBLE

THIS AGREEMENT, entered into this 2nd day of July 1991, by and between the Board of Fire Commissioners of Mount Laurel Fire District #1 in the County of Burlington, State of New Jersey, a body corporate and politic of the State of New Jersey, hereinafter called the "Board" and the Burlington County Professional Firefighters Association, Local 3091 I.A.F.F., hereinafter called the "Association" or "Local" represents the complete and final understanding on all issues between the Board and the Association that are subject to such negotiations and agreements permitted by the laws of the State of New Jersey.

ARTICLE I: RECOGNITION

(A) The Board hereby recognizes the "Mount Laurel Members of Local 3091, Burlington County Professional Firefighters Association" as the exclusive collective bargaining agent for all members of the Local that are full-time paid employees of the Fire District.

(B) "Full-time paid employees of the Fire District" shall be defined as those career employees employed by the Fire District as firefighters and fire inspectors in a position below supervisor.

ARTICLE II: UNION SECURITY

(A) Maintenance of Membership and Payroll Deductions

1. Each employee who on the effective date of this Agreement is a member of the Local, and each employee who becomes a member of the Local after that date, shall, as a condition of employment, maintain membership in the Local during the term of this Agreement by the timely payment of membership fees and dues.

2. During the term of this Agreement, Management agrees to deduct an amount for Union dues from each member during each pay period according to the following formula:

$$\text{Deduction Amount} = \text{Annualized dues} \times \frac{\text{length of pay period (weeks)}}{\text{length of year (weeks)}}$$

The Secretary Treasurer of the Local shall certify, in writing, the monthly amount of Union dues owed by each member of the Local. The total amount of the deductions shall be remitted to the Local within forty-five (45) days of the deduction being made.

ARTICLE III: MAINTENANCE OF OPERATIONS

It shall be the mutual objective of the Association and the Board to provide uninterrupted public safety and protection of the general public. The Association agrees that, during the term of this Agreement, neither the Association, nor anyone acting on behalf of the Association, shall cause, authorize, support, or take part in any strike, work stoppage, slowdown or walkout. The Association agrees that such action would constitute a material breach of this Agreement. Participation in any of the above shall be deemed grounds for disciplinary action up to and including dismissal. The Association shall actively discourage any strike, work stoppage, slowdown, walkout or other action that may adversely impact upon the mutual objective expressed above.

ARTICLE IV: HOURS, OVERTIME AND PER DIEM

(A) The daily work period start and end times may be varied to meet the needs of the various job assignments within the Fire District. Employees shall be scheduled and compensated for nine (9) hour shifts, five (5) days per week. Employees shall receive one-half hour (1/2) per day for meal purposes. Employees shall be compensated for that time but during that time they shall not be permitted to leave the assigned location for any reason other than that granted by Management. Management shall schedule such meal and break times for affected employees. Management shall provide at least twenty-four (24) hours notice to employees affected by a schedule change except in case of emergent conditions. It is also agreed that there shall be one (1) fifteen (15) minute break during the first half of the shift and one (1) fifteen (15) minute break during the second half of the shift, both to be compensated in wages.

(B) It shall be the policy of Management to utilize overtime payments when it is necessary for employees to work before and beyond their normal hours of duty. The workweek shall be defined as a seven (7) day cycle beginning and ending at 0730 hours every Monday morning while the pay period shall be defined as a bi-weekly (fourteen (14) day) cycle. Additional work shall be offered to the on-duty shift, on a revolving seniority basis whenever practical. It is the intent of Management to offer each employee a reasonable opportunity to participate in overtime, however, off-duty employees shall only be utilized when on-duty employees request to be relieved or Management has determined that insufficient volunteer personnel are available. Compensation for hours worked during any workweek shall be at the basic hourly rate for hours worked up to forty-five and three-fourths (45 3/4) hours per workweek. Compensation for hours worked above forty-five and three-fourths (45 3/4) hours during any workweek shall be at one-and-one-half (1 1/2) times the basic hourly rate. Basic hourly rates shall be calculated by dividing the annual salary, as provided for in Article IX, by fifty-two (52) weeks divided by forty-five and three-fourths (45 3/4) hours.

(C) Based upon presentation of a travel expense report and receipts, the Board shall pay the following for authorized schools, conferences or seminars.

1. Per Diem; The Board shall pay per diem to employees for authorized off-site assignments. Per diem shall be used to pay for meal, laundry and gratuity expenses incurred by an employee while on assignment.

Per Diem shall be awarded in the following allowance amounts:

Breakfast	\$7.00
Lunch	\$8.00
Dinner	\$15.00

Per Diem will not be awarded for any meal that is included in the itinerary for the off-site assignment. Example: If an employee attends a seminar that includes lunch as part of the seminar cost or itinerary, the per diem allowance for lunch will not be awarded.

2. Lodging; Management shall arrange and pre-pay lodging costs if possible. If it is not possible or practical to pre-pay lodging costs, Management shall provide a method of charging these costs or of reimbursing these costs to the employee after a travel expense report is received.

3. Mileage; Employees shall be reimbursed at the rate of twenty-four (24) cents per mile for approved travel when an employee is required to utilize a personal vehicle for an authorized off-site assignment. This amount includes the cost to the employee of fuel, insurance, vehicle wear and tear and preventive maintenance.

4. Transportation; Management shall arrange and pre-pay whenever possible the method of travel an employee is to use when on an off-site assignment. The method of transportation used shall be at the discretion of Management. It shall also be at the discretion of Management as to the method of transportation an employee is to use while off-site if a Fire District vehicle is not provided. Any credits attributable to "frequent travel" programs shall be accrued in the name of the Fire District and remitted as part of the travel expense report. Tolls and/or cabfare will be reimbursed to an employee on an authorized off-site assignment when time dated receipts are submitted with the travel expense report and the reason for the expense is related to the purpose of the authorized off-site assignment.

ARTICLE V: VACATION LEAVE

(A) Insomuch as Management needs to meet the emergency response needs for the community with different shift schedules, it is necessary to define Vacation, Personal and Holiday Leave in units to fit the shifts. All Vacation, Personal, Holiday and Sick Leave shall be defined in units of DAYS in order to balance the benefits regardless of which shift an employee is assigned to work. Each shift is scheduled to be nine (9) hours in length.

(B) Vacation Leave schedules shall be selected by employees in order of seniority only during an "open selection period" that will exist during the first two (2) weeks of each year. An employee may forfeit the option to select Vacation Leave during the "open selection period" and pass the opportunity to select Vacation Leave to the next employee. After the "open selection period" has closed, Vacation Leave selection shall be permitted on a "first-come-first-served" basis. At least two (2) weeks of notification, in writing, to Management prior to the first date of vacation must be provided by the employee. Seniority will not be considered when reviewing Vacation Leave requests after the "open selection period" has ended. It is the intent and the preference of Management that Vacation Leave be used whenever possible in increments of at least one (1) week. Individual days may, however, be selected when less than one (1) week of accrued Vacation Leave remains. Management shall retain the right to adjust work schedules as required to maintain an effective working force at all times.

(C) Vacation Leave shall accrue as follows:

<u>Service Time</u>	<u>Vacation Leave Accrual</u> (Effective January 1 of each year)		
	<u>1991</u>	<u>1992</u>	<u>1993</u>
less than 1 year	1/2 day each month up to a maximum of 6 days		
1 to 5 years	10 days	10 days	10 days
6 to 10 years	12 days	12 days	12 days
11 to 20 years	15 days	15 days	15 days
21 + years	20 days	20 days	20 days

Vacation leave will accrue during the first twelve (12) months of service with the Fire District at the rate of one-half (1/2) day per month. If an employee begins employment with the Fire District prior to the 15th day of any given month, the first one-half (1/2) day of accrued Vacation Leave is credited to the employee on the first day of the next month. However, if a new employee begins employment with the Fire District after the 15th day of any given month, the first one-half (1/2) day of accrued Vacation Leave is credited to the employee on the first day of the month following the next month. No Vacation Leave may be taken until six (6) months of service to the Fire District has elapsed. Employees are encouraged to schedule Vacation Leave as far in advance as possible, in order to ensure the availability of desired dates. Up to ten (10) days of accrued Vacation Leave may be carried over at the end of any given year. Upon retirement, resignation or termination payment for up to a maximum of twenty-five (25) days of accrued Vacation Leave shall be made.

ARTICLE VI: HOLIDAYS

(A) All employees are credited with seven (7) Regular Holidays and two (2) Floating Holidays on January 1 of each year. The Regular Holidays are days that all employees are given off. The Floating Holidays are provided to all employees to use as desired and can be taken at any time during the year with the approval of Management.

(B) The seven (7) Regular Holidays are: New Years' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a Regular Holiday falls on a Sunday, the following Monday shall be celebrated. If a Regular Holiday falls on a Saturday, the preceding Friday shall be celebrated. In order to be compensated for a Regular Holiday, an employee must either report for work, use accrued Vacation or Personal Leave or use a Floating Holiday the scheduled work day before and the scheduled work day after a Regular Holiday. If an employee does not, that employee shall not be compensated for the Regular Holiday.

(C) In the event Management decides it is essential to the mission of the Fire District to have an employee work on a holiday, the employee will be compensated with the entitled Holiday Pay and Regular Pay for any hours worked that day. Example: An employee is required to work four (4) hours on Labor Day, therefore receiving the nine (9) hours of Holiday Pay he is entitled to and four (4) hours of Regular Pay for time worked that day for a total of thirteen (13) hours.

ARTICLE VII: LEAVE OF ABSENCE

(A) Leave-of-Absence-Without-Pay; The Board may grant a request for leave-of-absence-without-pay for periods not to exceed one (1) year, when such leave is for a reasonable purpose; however, no seniority or benefits of any nature whatsoever shall accrue during said leave. Upon termination of the leave-of-absence-without-pay, the Board shall reinstate the employee to the position held and rate of compensation received prior to the employee taking the leave-of-absence-without-pay.

(B) Injury-in-the-line-of-duty:

1. Purpose; Management shall provide a measure of security for an employee injured "in-the-line-of-duty".

2. Provision; The Board and the Local agree to be conclusively bound by the determination of the Fire District Workers Compensation insurance carrier or the Workers Compensation Court (in a contested matter) with respect to whether an injury occurred while "in-the-course-of-employment" pursuant to N.J.S.A. 34:151 et seq. or "in-the-line-of-duty". For the purpose of this section, these terms shall have identical meaning.

3. Fire District liability for "Supplement Pay"; When an employee is prevented from performing assigned duties due to an injury "in-the-line-of-duty" and is receiving Workers Compensation benefits, said employee shall also receive "supplement pay" from the Fire District equal to the difference between the Workers Compensation benefits and the regular rate of compensation received by the employee. Once "supplement pay" has started, it is the duty of the Fire District to sustain an employee at the regular rate of compensation until the "supplement pay" is terminated as hereinafter set forth.

4. Termination of Fire District Obligation for "Supplement Pay"; The duty of the Fire District to supplement an employees' Workers Compensation benefits or to sustain an employee at the regular rate of compensation shall terminate as a result of any one of the following:

a. Upon the employee returning to work.

b. If Workers Compensation benefits to an employee are terminated

and

the employee refuses or maintains he is unable to return to work

and

the Fire District physician or his designate (who shall also be a licensed physician) conducts a hearing to determine the fitness of the employee to return to work (at which time the physician shall give great weight to medical evidence presented)

and

the physician determines that the employee is fit to return to work.

If the physician determines that the employee is not fit to return to his assigned duties, notice of such determination shall be formally served by mail upon the employee (and the attorney of the employee, if represented). The duty of the Fire District to "supplement pay" shall terminate within five (5) days except as prohibited in the following paragraph.

c. If the employee or Management files an application for Disability Pension Benefits due to the inability of the employee to return to assigned duties and the application is approved.

(C) Personal Leave:

Management shall grant each full-time employee who has been in the service of the Fire District for at least six (6) months, Personal Leave each January 1 for the purpose of conducting personal business. Personal Leave shall be taken as needed but with at least two (2) hours notice prior to the start of the scheduled shift. Personal Leave shall accrue as follows:

Service Time

Personal Leave Accrual

less than 1 year
1 + years

1 day after 6 months
2 days on January 1

Personal Leave cannot be carried over at the end of the year. Personal Leave is not payable upon separation from the service of the Fire District.

(D) Bereavement Leave:

An employee shall be excused from assigned duties with full pay due to a death in the immediate family for a period not to exceed four (4) working days. Immediate family shall be defined as the parents, spouse and offspring of an employee.

An employee shall be excused from assigned duties with full pay due to a death of grandparents, siblings, wards or immediate in-laws for a period not to exceed two (2) working days.

Bereavement Leave is intended to be utilized for the purpose of handling the necessary funeral arrangements and attendance at the funeral. Employees are encouraged to return to their assigned duties as quickly as possible, under the circumstances, in order to minimize the interruption of the mission of the Fire District. Employees are also encouraged not to abuse the intent of Bereavement Leave and will be required to inform Management of the employees' relationship with the deceased.

(E) Jury Duty Leave; Under N.J.S.A. Title 2A:69-2 entitled "Exemptions from Jury Service", subparagraph (b), career firefighting employees of the Fire District are automatically exempt from Jury Duty. No compensation other than the fee provided by the Court will be paid to any employee that chooses to appear for Jury Duty.

(F) Court Appearances; Any employee required to appear in court proceedings due to circumstances that arise from their service with the Fire District shall receive their regular rate of compensation for the period spent in court proceedings and shall receive applicable travel expenses.

ARTICLE VIII: HEALTH AND WELFARE

(A) Management shall provide employees and their immediate family (spouse, offspring, wards) such health and life insurance as was in effect on January 1, 1990.

(B) In the event an employee is injured "in-the-line-of-duty", the Fire District shall directly pay the health care provider the difference between the amount of medical expenses actually incurred and the amount paid by health insurance.

(C) Upon retirement, or leave of absence, an employee may elect to continue participation in the health insurance program provided to Fire District employees at the expense of the employee.

(D) Legal Defense; Any employee who is a defendant in an action or legal proceeding arising out of or incidental to the performance of assigned duties shall be entitled to full reimbursement for legal representation as described in subsections 1 and 2 of this paragraph. The Fire District shall pay a reasonable amount for said services, provided that Management receives an itemized statement reflecting fees and costs from the counsel selected by the employee prior to that counsel commencing any such services and that the Board provides express authorization for the services.

1) Civil Suits; The Fire District shall pay all reasonable and customary costs for the legal defense of Fire District employees involved in civil lawsuits brought against Fire District employees as a result of "line-of-duty" activities. The Fire District (or Fire District Insurance Carrier) will be responsible for any compensatory damages that may be assessed against Fire District employees that result from "line-of-duty" activities. However, the Fire District will not be responsible for any punitive damages that may be assessed against Fire District employees that result from "line-of-duty" activities.

2) Criminal Actions; The Fire District shall pay all reasonable and customary costs for the legal defense of Fire District employees involved in criminal lawsuits (including criminal charges, disorderly conduct or motor vehicle violations) brought against Fire District employees as a result of "line-of-duty" activities. However, if a judge, jury or hearing officer finds a Fire District employee guilty of any charge brought against him, the Fire District will not be responsible for any punitive damages or penalties that may be assessed against the Fire District employee. The Fire District employee may also be required to reimburse the Fire District for any and all monies spent in defense of the Fire District employee.

ARTICLE IX: SALARIES

(A) The Salary Guide below is effective for the position of Firefighter / Fire Inspector from January 1, 1991 through December 31, 1993.

SALARY GUIDE

<u>Level</u>	<u># of Years</u>	<u>1991</u>	<u>1992</u>	<u>1993</u>
1	1	\$24,499	\$25,646	\$26,793
2	2	\$25,596	\$27,250	\$28,543
3	3	\$27,576	\$29,098	\$30,617
4	4	\$29,201	\$30,946	\$32,691
5	5	\$30,715	\$32,740	\$34,765
6	6	\$32,229	\$34,534	\$36,849

(B) The Longevity Guide below will be applied to employees after their sixth year of employment. In order to calculate the annual salary of those employees that have been with the service of the Fire District for more than six (6) years, the amount contained in the table below shall be added to the annual salary specified for that year in the Salary Guide above.

<u>Service Time</u>	<u>1991</u>	<u>1992</u>	<u>1993</u>
7 years +	\$ 0	\$ 500	\$ 500

(C) The annual "Cost-of-Living-Allowance (C.O.L.A.)" increase will be awarded to all employees on January 1 for each year covered by this Agreement. The "C.O.L.A." amount for a given level may be determined by comparing the amounts listed in adjacent columns of the Salary Guide above.

EXAMPLE: A Level 1 employee will be compensated at an annual rate of \$24,499 until the end of 1991. As of January 1, 1992, this Level 1 employee will be compensated at the new annual rate of \$25,646 until his anniversary date occurs.

(D) The annual "Step" increase will be awarded to each employee on the anniversary date of their hiring by the Fire District for each year covered by this Agreement. The "Step" amount for any given year may be determined by comparing the amounts listed in adjacent rows of the Salary Guide above.

EXAMPLE: As of January 1, 1992, a Level 1 employee will be compensated at an annual rate of \$25,646 until that employees' anniversary date occurs, at which time the employee will become a Level 2 employee and will be compensated at the new annual rate of \$27,250.

ARTICLE X: SICK LEAVE

Employees with at least one (1) year of service with the Fire District shall accrue ten (10) days of Sick Leave on January 1 of each year. Employees with less than one (1) year of service with the Fire District, shall accrue Sick Leave at a rate of one (1) day per month up to a maximum of ten (10) days per year. Sick Leave shall accrue from year to year. Upon retirement, resignation or termination, no payment for accrued sick leave shall be made. Employees shall be prohibited from engaging in any type of outside work while on Sick Leave. Management may schedule a physical examination for an employee on a periodic basis at the expense of the Fire District if Management believes that an employee is abusing the use of Sick Leave. Management may also request certification from the personal physician of the employee as proof of the need for continued use of Sick Leave. An employee may use an unlimited amount of accrued Sick Leave in case of personal illness. An employee may use up to five (5) days of accrued Sick Leave in case of illness or pregnancy in the immediate family (parent, spouse, children or other dependent). This use of Sick Leave is intended to be used by the employee to care for and/or provide or make arrangements to provide care for immediate family members.

ARTICLE XI: TUITION AID

(A) Purpose; Tuition aid shall be provided to encourage employees to develop themselves through academic courses that may prepare them for advancement within the Fire District. As such, reimbursement shall be limited to approved courses and curriculum.

(B) Course Eligibility; In order to be eligible for reimbursement, a course must be submitted in advance to Management for review. Before approving or disapproving a course for reimbursement eligibility, Management will present requests to the Board for concurrence.

(C) Scope of Reimbursement; Costs eligible for reimbursement under this program include tuition. The cost of books and other materials required for the course will not be covered. Verification of submitted costs must accompany the "Application for Tuition Refund".

(D) Amount of reimbursement; Upon successful completion of an approved course under this program, an employee shall be reimbursed for the amount approved under the following schedule:

GRADE	% OF COST
A	100%
B	90%
C	80%

The maximum amount available for reimbursement per employee under this program is \$750 annually.

(E) Exclusions; Fire District employees that receive scholarships, federal funds, state funds, or Veteran's Benefits for education purposes are only eligible for the reimbursement of costs that are eligible for coverage under this program but that are not covered by those sources of revenue.

ARTICLE XII: CONTRACT ADMINISTRATION AND ENFORCEMENT

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. The parties agree that this procedure shall be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of the employee having a grievance to discuss this matter informally with any appropriate member of the Management staff and having the grievance adjusted without the intervention of the Association.

(B) Definition:

The term "grievance" as used herein shall mean any controversy arising over the interpretation, application or violation of policies, agreements and administrative decisions affecting the terms and conditions of employment covered under this Agreement and may be raised by an individual, the Local (at the request of or on behalf of a Local member or group of Local members) or Management.

(C) Contents of a Grievance:

The written statements made by an aggrieved party in a grievance shall:

1. Specifically state the essential facts constituting the controversy;
2. State the relief sought;
3. Contain a concise procedural history of the grievance including any decisions that may have been rendered or actions that may have been taken in previous steps.

(D) The Grievance Procedure:

The following constitutes the sole and exclusive method for resolving a grievance between the parties bound by this Agreement, with the exception of a grievance initiated by Management, which shall proceed in accordance with Section E. The following Steps (One through Four) shall be followed in their entirety unless a Step is waived by mutual consent of the parties involved, in writing, with the exception of a Management initiated grievance. The failure to proceed to the next step of the grievance procedure by the aggrieved party shall result in the abandonment of the grievance. The failure to proceed to the next step of the grievance procedure by the non-aggrieved party shall result in the relief sought being granted. No extension of time to file or respond to a grievance shall be considered due to the adequate amount of time provided in each step of the grievance procedure. Under this Agreement, both parties agree to utilize the Grievance Forms provided as part of the Fire District Personnel Policy.

Step One

The grievant(s) shall institute action by filing a grievance on a Grievance Form to the immediate supervisor within twenty-four (24) hours after the occurrence of the event that prompted the grievance. Management shall be given forty-eight (48) hours after the grievance is presented to respond to the grievance using Grievance Response Form "A".

Step Two

If the grievant(s) is not satisfied with the results of Step One, the grievant(s) may appeal the results of Step One by filing Grievance Appeal Form "A" within five (5) days after receipt of the results of Step One. Management shall schedule and hold a meeting with the Commissioner-in-Charge-of-Paid-Personnel (or his designee) within ten (10) days after Grievance Appeal Form "A" is filed. The intent of this meeting is to reach a settlement to the grievance. This meeting shall be between the grievant(s), Management, the Commissioner-in-Charge-of-Paid-Personnel (or his designee), and a representative of the Local (if such representative is requested to be present by the grievant(s)). A response, using Grievance Response Form "B", shall be provided to the grievant(s) and to the representative of the Local within ten (10) days after the meeting.

Step Three

If the grievant(s) is not satisfied with the results of Step Two, the grievant(s) may appeal the results of Step Two by filing Grievance Appeal Form "B" within ten (10) days after receipt of the results of Step Two. Management shall schedule and hold a meeting with the full Board within twenty (20) days after Grievance Appeal Form "B" is filed. The intent of this meeting is to reach a settlement to the grievance. This meeting shall be between the grievant(s), Management, the full Board, and a representative of the Local (if such a representative is requested to be present by the grievant(s)). A response, using Grievance Response Form "C", shall be provided to the grievant(s) and to the representative of the Local within ten (10) days after the meeting.

Step Four

If the grievant(s) is not satisfied with the results of Step Three, the Local may request, in writing, that the matter proceed to arbitration. The arbitrator shall be chosen in accordance with the rules of the New Jersey Public Employment Relations Commission (PERC). An arbitration hearing shall be scheduled, through mutual agreement of all parties, at least thirty (30) but not more than forty-five (45) days after the Step Three meeting. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the consideration of the facts presented throughout the grievance procedure. The Arbitrator shall be further bound by the laws of this State of New Jersey and of the United States, and of decisions by the Courts of the State of New Jersey and the United States. The Arbitrator shall not add to, modify, detract from or alter in any way the provisions of this Agreement. In rendering his written decision, the Arbitrator shall indicate his findings of fact and the reasons for his decision. The finding of the Arbitrator shall be binding on both parties.

(E) Board Grievances:

Grievances initiated by the Board shall be filed directly with a Local representative within ten (10) days after the occurrence of the event that prompted the grievance. A meeting shall be scheduled and held within ten (10) days after the filing of the grievance between the full Board (or Board representatives) and representatives of the Local in an effort to settle the grievance. In the event the grievance is not settled, both parties will be bound to proceed with the provisions of Step Four above.

ARTICLE XIII: ACTING OUT OF TITLE

Any Fire District employee, i.e., firefighter or firefighter/inspector that is ordered by Management to perform in a supervisory capacity shall be paid at a rate equal to the employees' regular rate of pay plus three (3) dollars per hour. In the event that this opportunity arises, it shall be offered to on-duty personnel on a rotating basis as determined by Management.

ARTICLE XIV: LOCAL RIGHTS AND RESPONSIBILITIES

(A) One (1) authorized representative of the Local (or his designee), whose name shall be filed in writing with Management, shall be permitted to visit any Fire District facility during assigned working hours for the purpose of processing or investigating grievances, provided that prior approval has been obtained from Management. It is agreed that such prior approval shall not be unreasonably withheld. The Local representative shall not interfere with the normal operations of employees assigned to that facility in any way.

(B) Official delegates of the Local, pursuant to State Law, shall be granted administrative leave with pay in accordance with the provisions of N.J.S.A. Title 40A:14-177.

(C) Copies of disciplinary charges or other notices relating to disciplinary action of an employee shall be furnished to the Local representative.

ARTICLE XV: UNIFORM GUIDE

(A) Management shall issue all uniforms and turnout gear to employees per policies established by Management as to type, quantity and replacement criteria. Employees shall not wear any uniform component issued by Management when off-duty, unless specifically authorized by Management for specific events and purposes.

(B) Management shall be responsible for the cost of all uniform changes and for the replacement of all uniforms and turnout gear damaged or contaminated in-the-line-of-duty. The care and upkeep of uniforms and turnout gear shall be the responsibility of each employee and shall be done in accordance with policies set forth by Management. Non-fire resistant uniform components currently in use and as provided for in the 1990 Agreement shall be replaced with cotton or fire resistant uniform components as per the current replacement criteria.

(C) The following list of uniform components shall be initially supplied to each employee upon hiring. Components that are damaged or worn-out during the course of employment shall be replaced on an item-for-item basis with the quantity of each item replaced annually not exceeding the quantity initially issued when hired:

Firefighter / Fire Inspector

Two (2) navy blue fire resistant short sleeve work shirts, two (2) navy blue fire resistant long sleeve work shirts, four (4) navy blue fire resistant work trousers, seven (7) navy blue 100% cotton tee shirts, two (2) black 100% cotton sweatshirts, two (2) FDNY style sweatshirts, one (1) pair navy blue work coveralls, two (2) silver Firefighter shirt badges, one (1) pair steel-toe work shoes (Knapp style K583 or equivalent), one (1) complete set of turnout gear, two (2) navy blue fire resistant short sleeve fire inspection shirts, two (2) navy blue fire resistant long sleeve fire inspection shirts, two (2) navy blue fire resistant fire inspection trousers, two (2) silver Fire Inspector dress badges, one (1) set of silver Fire Prevention collar pins, one (1) black clip-on dress tie, one (1) navy blue New York style bell dress hat, one (1) silver Fire Prevention dress hat badge, one (1) silver name plate, one (1) pair black dress shoes (Knapp style K535 or equivalent), one (1) navy blue lightweight jacket, one (1) navy blue heavyweight jacket, one (1) Mini-Mag flashlight with holster, one (1) off-duty badge holder, one (1) navy blue Woolly-Pully sweater and two (2) black uniform belts.

ARTICLE XVI: PROMOTIONS AND TRANSFERS

When Management decides to create a promotional position or to transfer a position, a notice shall be posted in each Fire District facility informing employees of the availability of the position, the nature of the position and the qualifications of the position. A copy of this notice shall be sent to the Local representative.

ARTICLE XVII: RETIREMENT

(A) Employees intending to retire shall notify Management of this decision by September 1 of the year before the retirement is to become effective. This provision of notification shall not apply to any employee that retires because of a condition not known or reasonably foreseen by the employee.

(B) In the event of the death of an employee, the Fire District shall pay the estate or legal representative of the employee a sum equal to all accrued holiday, personal, vacation or other compensatory credits, excluding sick leave. Credits shall be redeemed at the regular rate of pay earned by the employee at the time of death.

ARTICLE XVIII: AGENCY SHOP CLAUSE

All employees who may be listed by the Union as eligible for membership but are not actual members of the Union may directly benefit from any or all of the terms of this Agreement, and therefore, shall be responsible for the payment of fees to the Union. Such employees are covered by the Agency Shop Clause, N.J.S.A. 34:13A-5.5, Chapter 77, PL of 1979 and fall within this clause. Management shall be responsible for collecting Union dues for these employees. The Local shall advise Management of the amount due from each such employee, which shall not exceed eighty-five (85) percent of regular Union membership dues, fees and adjustments normally paid by members.

ARTICLE XIX: COMMUNICABLE DISEASE

(A) The Fire District shall provide a Hepatitis-B inoculation series for each employee who desires to obtain the protection afforded by such inoculation. Each employee that elects to participate in the Hepatitis-B inoculation series shall agree to complete the entire series and be tested for an acceptable level of immunity at some point in time.

(B) Employees whose duties involve providing emergency medical care shall wear rubber or latex gloves during all periods of patient contact (including post-incident cleanup of equipment), and shall utilize additional protective measures as prescribed by the United States Center for Disease Control (USCDC) and the New Jersey Department of Health (NJDOH). Management shall provide adequate supplies of gloves and other protective equipment as part of apparatus first aid kits.

(C) The intent of this article is that employees shall be protected from communicable diseases to the greatest extent possible, both via medical means and through the use of appropriate protective measures.

ARTICLE XX: TERM AND RENEWAL

(A) This Agreement shall be in full force and effect as of January 1, 1991 and shall remain in effect through an expiration date of December 31, 1993. However, nothing herein shall be deemed to terminate the provisions of this Agreement prior to the parties executing a new Agreement that is to take effect as of the expiration date herein.

(B) All terms and conditions contained herein shall be given retroactive effect, as though the Agreement were commenced on January 1, 1991.

ARTICLE 11 - GENERAL PROVISIONS

(1) This Agreement shall be in full force and effect on January 1, 1971. It shall remain in full force and effect until the expiration date of December 31, 1973. Any amendments to this Agreement shall be made by mutual agreement of the parties to the Agreement and shall be in writing. Any amendments shall be in writing and shall be signed by the parties to the Agreement.

(2) All terms and conditions mentioned herein shall be given retroactive effect as though the Agreement were executed on January 1, 1971.