

# **AGREEMENT**

BETWEEN

THE BOROUGH OF GLASSBORO

AND

THE FIRE OFFICERS OF IAFF LOCAL 3592

2022 THROUGH 2024

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## **AGREEMENT**

This Agreement, made this day of January 1, 2022, between the Borough of Glassboro, hereinafter referred to as the "Borough" or "Employer" and the Fire Officers of IAFF Local 3592 hereinafter referred to as the "Fire Officers" or "Employees."

Whereas, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours, and other conditions of employment; and

Now therefore, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other in respect to the Employees of the Employer as being represented by the IAFF Local 3592 as follows:

### **ARTICLE I RECOGNITION**

The Employer recognizes the above-mentioned IAFF Local 3592 as the sole and exclusive representative of all full-time Glassboro Fire Department Fire Officers including Captains, excluding the Fire Chief and Deputy Chief.

### **ARTICLE II MANAGEMENT RIGHTS**

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

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

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

**ARTICLE III  
SALARY**

The salary scale for members covered under this agreement is found in Attachment A. Employees hired after the effective date of this contract will be hired according to the salaries outlined in Attachment A.

The current schedule of paydays and pay periods shall continue on a biweekly basis. All pay increases set forth above are effective January 1 of each year.

**ARTICLE IV  
PAY-SCALE BRACKET**

Effective upon execution of this Agreement, all promoted Fire Officer positions will be placed in the appropriate pay bracket for the year, as shown in appendix A. All promoted employees shall start at the highest level in the current year pay scale bracket.

**ARTICLE V  
OVERTIME**

**A. Overtime**

1. Overtime shall be paid to all employees at one and one-half times the hourly rate computed by taking the annual salary and dividing it by 2080 hours for overtime purposes.
2. Overtime shall be paid to all Fire Department employees for all hours worked in excess of their schedule day or scheduled week or anything over 106 hours in a 336 hour period or 212 hours in a 672-hour period in accordance with maximum non-- overtime hours under section 207(K) exemption of the FLSA.
3. The employee has the option of overtime compensation in the form of overtime pay or compensatory time.

**B. Vacancies**

1. Vacancies due to vacation days shall be filled in the following manner:

Any vacancy due to vacation, part-timers shall have the first option of filling in the open shifts. If it is not filled within 120 hours prior to the vacancy, then another Officer may fill the shift according to the Department overtime policy. If another Officer is not available, then full-time employees may fill the shift according to the Department overtime policy.

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

In the case of personal days, disability days, or comp days, part-time employees shall have the first option in filling the vacancy. If the shift is not filled within 120 hours prior to the vacancy, then another Officer may fill the shift according to the Department overtime policy. If another Officer is not available, then full-time employees may fill the shift according to the Department overtime policy.

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

If a Fire Officer calls in sick for his or her regular shift then another Officer shall be offered the first 12 hours of the shift according to the Department overtime policy. In the event that an Officer does not accept the first 12 hours, then a full-time firefighter will be offered the first 12 hours according to the Department overtime policy. Part-time employees will have the option to fill the remainder of the shift. If a part time employee does not fill the vacancy, then an Officer shall have the option to work the remainder of the shift following the overtime policy. In the event a vacancy remains, then the Chief or designee has the discretion to appoint an employee to fill the shift.

4. Any time that an Officer has class during a scheduled shift, the Fire Chief or designee has the option to fill the vacancy with a part-time firefighter. In the event that a part-time firefighter cannot fill the shift, then another Officer may fill the shift. If another Officer is not available then full-time firefighters may fill the shift according to the Department overtime policy.
5. In the event that part-time, full-time, and Officer's cannot fill the shift, then the Chief of designee has the discretion to fill the vacancy on the shift.

## **ARTICLE VI HOLIDAYS**

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

New Years Day	Columbus Day
MLK's Birthday	Election Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day
Labor Day	

- B. Additional paid holidays may be granted at the discretion of the Borough. Employees will be paid for the holiday on the day the holiday falls on and not the day observed by the Borough. If, over the course of this contract, the Borough of Glassboro adds or deletes any holidays to the Borough Personnel Policy, this contract will recognize the schedule in the Borough Personnel Policy.
- C. Any Fire Officer scheduled to work a holiday will receive compensatory time or straight pay, at the employee's option, equivalent to that of their regularly scheduled shift.
- D. Christmas Eve: Fire Officers working any shift on Christmas Eve (December 24) shall be compensated with an additional eight (8) hours of pay at their straight time rate. Compensation shall be in compensatory time or pay, at the Officer's discretion.

**ARTICLE VII  
MEDICAL BENEFITS**

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

Any employee who retires on pension shall be entitled to continue to receive employer-paid medical and prescription benefits for the employee and his/her spouse of record, at time of retirement, provided either or both of the following conditions apply:

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

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

Retired members shall have their medical and prescription co-premiums frozen at the percentage in effect at the time of their retirement, or in accordance with Chapter 78, but never less than 6% co-premiums of dependent care using NJ Direct 10 as the base plan.

Retired members covered by this Agreement shall pay the same medical copayments as current members and the retired member will pay the prescription copayments that are

designated by the "Prescription Drug Coverage for Retirees" schedule set by the New Jersey State Health Benefits Program.

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

The Employee shall pay co-premiums as follows:

The employee shall contribute toward the cost of their health benefits as required by law, but never less than the amount of co-premium amount listed in prior agreement ending December 31, 2020, which is based on NJ Direct 10 plan as the base and 6% co-premium of dependent cost.

- C. All Employees will be entitled to a complete medical examination once a year. The bill for this examination shall first be submitted to the employee's insurance carrier for payment, and in the event, the expense is not covered by insurance, then to the Borough for payment. Each employee covered by this Agreement shall be required to have a physical examination Completed once every two years. Expenses associated with the physical examination should be submitted to the insurance carrier. In the event the carrier does not cover the full expense associated with the exam, it shall then be submitted to the Borough for payment. Medical documentation that the physical examination has been completed shall be submitted to the Fire Chief.
- D. Employer-paid health benefits will continue throughout the duration of any paid leave as well as any unpaid leave that qualifies under the New Jersey Family Leave Act, New Jersey Family Leave Insurance Act or the Federal Family and Medical Leave Act. Employees or their dependents shall be permitted to continue their health benefits at their own expense thereafter in accordance with federal COBRA provisions. In addition, employees on unpaid leaves of absence shall be permitted to continue their health benefits after employer-paid coverage ceases by paying the monthly premiums themselves.
- E. An employee may elect to participate in a Flexible Benefits Program. This Flexible Benefits Program is a method of providing choices in benefits to employees in a manner that can provide tax savings to the participating employee. Some of the benefits available under this program include Disability Insurance, Premium Conversion, Dependent Day Care Reimbursement, Medical, and Dental Care Reimbursement, and are available through payroll deductions.

**ARTICLE VIII  
VACATIONS**

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

After one year service to five years -	80 hours
After five years to ten years -	120hours
After ten years to fifteen years -	160 hours
After fifteen years to twenty years -	200hours
After twenty years to twenty- five years -	240hours

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

- B. A window period will be provided from January 1 through March 31 during which employees may submit vacation requests. If any requests submitted during this period are in conflict, seniority shall prevail. In all other cases where a scheduling conflict arises outside the window period, preference will be given to those vacation requests which are submitted first, except that if two or more requests are received simultaneously, seniority shall prevail. The Borough reserves the right to approve vacations in accordance with operational requirements, but in no case will vacation requests be unreasonably denied. Employees shall not be required to schedule vacations in blocks, except that vacation leave shall be in increments of a minimum of 4- hours.

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

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

Any employee wishing to cancel his/her scheduled vacation must inform the Fire Chief and/or designee, in writing, at least two weeks prior to the scheduled vacation or he/she will not be able to reschedule that vacation time. If one must cancel due to an emergency,



reschedule or loss of vacation will be determined on a case-by-case basis by the employee's Fire Chief, or designee. Proof of emergency may be required.

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

**ARTICLE IX  
PERSONAL DAYS**

Each full-time employee, after one full year of service, shall be given 40 hours off annually without loss of pay for personal days, to be taken at their discretion at any time during the calendar year, subject to approval of the Chief, or designee. Except in an emergency, 48 hours' notice to the Fire Chief, or designee shall be required. Personal days shall not accumulate from year to year. Employees who have not utilized their personal time off by year end shall convert their unused time as follows:

Hour for Hour Compensatory Time

Or

One (1) Personal Day hour for Two (2) Sick Day hours to be added to the Employees Sick Bank

**ARTICLE X  
INCENTIVE PROGRAM**

- A. The Borough will pay for reasonable accommodations for employees attending seminars or schools which are job related and approved by the Fire Chief, or designee and that are 50 miles or more from home. Employees who attend approved job related classes or training during off duty hours shall be compensated at their regular hourly rate for all such hours including reasonable travel time. In the event classes, which are deemed necessary by the Chief or designee, are offered during duty hours, the Chief, or designee shall permit employees to attend the classes as long as the shift is properly covered.
- B. Compensation time for Fire Officers covered by this Agreement who attend schools during non-scheduled work hours for the position or to obtain or maintain certifications as required by Department for performance of the duties required as determined by the Fire Chief, or designee will be afforded 24 hours of compensatory time per year contingent. Upon successfully completing the class and upon certification of completion submitted to the Fire Chief, or designee. Compensation time will also be given to any Fire Officer who attends any class or seminar during non-scheduled work hours which is not required for job required certification, but is approved by the Fire Chief.

- C. Fire Officers will be given their choice of Compensatory Time or pay at their overtime rate for any drill scheduled outside of their normal work hours, including regular Monday night Department Drills, which they are required to attend by the Chief. The Chief may also approve, but not require, the attendance of Fire Officer at certain drills which take place outside of their scheduled work hours. For these drills Fire Officers will also be given their choice of Compensatory Time or Overtime Pay. Any time a Fire Officer is required or permitted to attend a drill outside of their regularly scheduled shift their Compensatory Time or Overtime Pay will be a minimum of 3 hours.
- D. The Fire Officers may return to work during non-scheduled work hours for any calls for service. Any Fire Officer who responds to these calls during their non-scheduled work hours shall be granted Compensatory Time or pay at their Overtime Rate. Time spent at these calls will be recorded in 30 minute increments with any amount of time spent being rounded up to the next 30 minute mark. Likewise, anytime a Fire Officer is held over past the scheduled hours of their shift due to being on a call which originated during their scheduled hours, the Fire Officer shall be granted Compensatory Time or Overtime Pay in 30 minute increments.
- E. A stipend of \$100 per year will be paid by the last pay in December to any Fire Officer who maintains a NJ State Emergency Medical Technician Certification or equivalent.
- F. Anytime the Fire Chief will be unavailable for a period of 24 hours or more, a Fire Officer may be left in Command of the Department. The Officer will be given 'on call time' pay in the amount of one (1) hour of straight pay or compensatory time for every three (3) hours covered. The Fire Officer will also be compensated according to Letter F of this article for any calls they respond back to during this coverage time.

## ARTICLE XI SPECIAL PAID LEAVES

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

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

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

C. **Bereavement Leave.** In case of death in an employee's intermediate family, the employee shall be entitled to twenty-four (24) hours paid leave per occurrence for attendance at a viewing or funeral, or to make family arrangements incidental to such bereavement. If the employee must travel more than 150 miles each way to attend the funeral, a total of forty (40) hours shall be permitted. Paid sick leave may also be used in case of bereavement if additional time off is needed for the loss of an employee's spouse, child or parent. For purposes of this section, "intermediate family" shall be defined as spouse, children, parents (including in-laws), brothers and sisters (including in-laws), grandparents, grandchildren, domestic partners, and any relatives who resided in the employee's home.

Employees shall be granted eight (8) hours off in case of death for an aunt, uncle, nephew, niece, and cousin of the first degree.

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

D. **Special Deployments.** The Chief of the Department will have the right to approve administrative time off with pay for Fire Officers who request to be sent on emergency services related special operations deployments at his discretion. These deployments may include wildland firefighting, County Haz Mat Team deployments, EMS Task Force deployments, and others of this nature at the Chief's discretion. The vacancy created by this time off may be filled following the Department SOG or left vacant based on the Chief's discretion.

E. **Emergency Closings.** If a state of emergency covering Glassboro is declared by the Governor of New Jersey, due to inclement weather or other emergency, which is expected to cause imminently hazardous travel conditions, some Borough employees shall be excused from work without loss of pay. In all other cases of adverse weather or other emergency, the Borough may, at its discretion, excuse the employees from work without loss of pay. If the employees are excused from their workplace, but not from their work, then a closing has not taken place. If employees are expected to continue their work remotely while those who cannot work remotely are still required to work in person then a closure of the borough has not taken place. A closure shall be defined as a time when the above conditions are met and non-essential employees are excused from both their work and their workplace with pay. Employees who are required to work in the above cases during normal business hours, while the rest of the work force is excused shall be compensated at the rate of one and one-half (1 1/2) times the employee's hourly rate on an hour for hour basis.

**ARTICLE XII  
LEAVES OF ABSENCE WITHOUT PAY**

**A. Conditions.**

1. The Borough may, in its discretion, which shall not be unreasonably withheld, grant the privilege of a leave of absence without pay for an appropriate reason to an employee, covered by this Agreement, for a period not to exceed six (6) months at any one time. If necessary, leaves may be extended for a total of one (1) year.
2. Requests for leave will be submitted in writing to the Fire Chief, or designee thirty (30) days in advance whenever practicable. The Fire Chief or designee shall forward his or her recommendation to the Borough Administrator. The Borough Administrator shall respond to the employee's request within fifteen (15) days of receipt of the request from the supervisor.
3. In cases where paid leave is available to be used for the same purposes as unpaid leave, employees shall have the option of using paid (such as sick time, vacation, etc.) or unpaid leave, or a combination thereof.
4. During any such unpaid leave, health benefits shall be made available to the employee at the election of the employee and at the employee's expense pursuant to COBRA, except for leave taken pursuant to the FMLA or NJFLA.

**B. Family and Medical Leave.**

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

**ARTICLE XIII  
SICK AND DISABILITY LEAVE**

- A. Sick Leave.** Any employee, covered by this Agreement, who is unable to perform his or her assigned duties because of personal illness, injury or other health condition, shall be entitled to receive sick leave with pay. Sick leave may also be used to enable an employee to obtain care or treatment of a health condition if such services could not

reasonably have been scheduled outside working hours. The following conditions shall apply, effective January 1, 2001:

1. A full time employee, after completion of one (1) month of employment, shall be entitled to sick leave on the basis of one (1) working day (8 hours) per month, not to exceed ten (10) days (80 hours). The January after completion of one (1) year, full time employees shall be entitled to 80 hours of sick time per calendar year.
2. Sick leave not taken by an employee shall accumulate from year to year, except that under no circumstances will an employee be permitted to accrue more than 800 hours of sick time.
3. Employees of the Borough as of the date of execution of this Agreement and so employed thereafter during the term of this Agreement who leave the employment of the Borough shall be paid for their unused/accumulated sick time at a rate of \$50.00 per 8 hours, not to exceed \$ 5,000.00.
4. Sick leave benefits shall not accumulate during any leave of absence or disciplinary action, which exceeds thirty (30) days.
5. Sick leave may be used for care of sick or injured spouse or child.

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

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

1. An employee shall not be entitled to paid disability benefits unless he or she has been unable to work for a continuous period of eight (8) calendar days. During this initial period, an employee will be required to use paid sick leave, if

available, for the absence. Beginning with the eighth day of disability, the employee will begin receiving paid disability leave.

2. An employee who has a remaining balance of paid sick days will use such leave prior to being placed on half-pay disability leave pursuant to Appendix C.
3. When disability benefits set forth in Appendix C are exhausted, an employee must return to work for a minimum of six (6) months before an employee is eligible to receive disability benefits again. The Borough will enact a Disability Form Certification, which will need to be completed prior to paid disability.
4. In order to be deemed "medically disabled" and thus be eligible to receive paid disability leave, an employee must present to the Administrator a "Disability Certification Form" prior to a disability that presents reasonable medical documentation regarding the nature and extent of his or her disability and the projected duration of the period of disability. This form is Appendix C of this document. The employer has the right to request updated and/or new documentation of the employee's medical disability every thirty (30) days from the employee's physician.

The Disability Certificate form must include the following:

- Employee Information and Signature
- Medical Certificate (Form is attached as Appendix C)
- Physician Information
- Period of Disability
- Treatment Date and Frequency
- Next Appointment
- Start Date Employee is Unable to Perform Work Duties
- Estimated Return to Work Date
- Patient Limitations Upon Return to Work
- Diagnosis and Diagnosis Code
- Clinical Data and Test Performed to Support Diagnosis
- Date and Type of Surgery
- Physician's Signature and Date

The Borough agrees to keep the information related to the employee's medical condition confidential to the greatest extent possible. In addition, if the period of disability exceeds sixty (60) days, the Employer shall have the right at its discretion and expense, to require that employee submit to an independent medical exam by a physician selected by the Employer.

- D. Work-Related Disability Leave.** In case of absence due to injury or illness arising out of or in the course of the employee's job, the employee will be entitled to full pay during

such absence, which shall be offset by any temporary payments made to the employee pursuant to the Workers' Compensation Law.

**ARTICLE XIV  
LEGAL AID**

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

**ARTICLE XV  
DISCRIMINATION OR COERCION**

There shall be no discrimination, interference, or coercion by the Employer or any of its agents against the employees because of membership or activity in a bargaining unit. The Bargaining Unit or any of its agents shall not intimidate or coerce Employees into membership. Neither the Employer nor the Bargaining Unit shall discriminate against any Employee because of race, creed, color, age, sex, national origin or any other protected class recognized under Federal and/or State law.

**ARTICLE XVI  
SAVINGS CLAUSE**

In the event that any Federal or State Legislation, Governmental Regulation or Court Decision, causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect and the parties shall re-negotiate concerning any such invalidated provisions.

**ARTICLE XVII  
UNIFORMS**

A. Uniforms

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

2022	\$750.00
2023	\$750.00
2024	\$750.00

Clothing allowances shall be credited to the employee's account upon availability of fund certified by the Chief Financial Officer

2. Uniforms shall be directly ordered through the Borough's voucher system.
  3. The Borough shall provide promoted Superior Officers with appropriate alterations to uniforms or an adequate replacement of uniforms to appropriately display promoted rank.
  4. The Borough will reimburse each employee up to \$200.00 per year for boot or shoe purchases for use at work (receipts must be provided), or they may be directly ordered through the Borough vendor.
  5. Once during the term of this Agreement, an employee of the Glassboro Fire Department, covered by this Agreement, shall be entitled to receive from the Borough, if necessary, a duty jacket at a cost not to exceed \$300.00.
- B. Clothing destroyed or damaged in the line of duty shall be replaced or repaired at the Employer's expense. The replacement of personal effects such as watches, glasses, etc. shall be covered up to \$100.00 per loss. A report of such damage or loss must be submitted at the time of the occurrence and signed by the Fire Chief, or designee.
- C. All wearing apparel, tools and devices supplied by the Borough to the employee to ensure the employee's safety and health must be worn and/or utilized by the employee. Failure to wear and/or utilize this wearing apparel, tools or devices shall subject the employee to disciplinary action by the Borough.

### **ARTICLE XVIII NEGOTIATIONS PROCEDURES**

The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of the Borough Employees included in Article I. Such negotiations shall begin no later than November 1<sup>st</sup> of the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees included in Article 1, be reduced to writing, be signed by authorized representatives of the Borough of Glassboro and the Fire Officers of IAFF Local 3592. The Borough agrees that there shall be no change in the terms of this contract.



**ARTICLE XIX  
MEETINGS**

- A. Whenever any representative of the Bargaining Unit is scheduled to participate during scheduled working hours in negotiations, grievances, conferences, or meetings with Borough representatives he/she shall be relieved from duty for said meetings.
- B. Whenever there is a Bargaining Unit meeting any employee represented by the Association, who is on duty, may attend the meeting as long as it is within Borough limits. Employee's may use work vehicle to attend any meetings within Borough Limits.
- C. IAFF Local 3592 representatives shall be afforded time to attend conventions of the State Organization without loss of time or pay. Time shall be allowed for travel to and from said location of meetings and conventions for one convention per year for one representative.
- D. With respect to this Article the number of representatives who shall be afforded time off without loss of time or pay to attend various meetings and conventions referenced in this Article shall be up to one (1) member covered by this agreement but never more than Two (2) members total from IAFF Local 3592 at one time.

**ARTICLE XX  
DUES**

- A. The Borough shall deduct regular Bargaining Unit dues from an employee's pay when so authorized in writing by the employee. The amount of such deductions shall be certified to the Borough Administrator and the Chief Financial Officer by the President of the Bargaining Unit. Any changes thereafter in the dues, fees and assessments payable by the employees to the Bargaining Unit shall be provided, in writing, to the Borough Administrator and the Chief Financial Officer by the President of the Bargaining Unit which shall set forth the new amount of the dues, fees and/or assessments to be deducted.
- B. In the event an employee withdraws his or her authorization for dues deduction by written notice to the Borough, deductions shall be halted as of January 1 or July 1 next following the date on which the notice of withdrawal was filed.

**ARTICLE XXI  
DISCIPLINARY ACTIONS**

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

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

**ARTICLE XXII  
GRIEVANCE PROCEDURE**

- A. **Purpose.** The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment, consistent with applicable laws, regulations, contractual obligations, operational requirements, and standards of fairness. Nothing herein shall be construed as limiting the right of any employee or Association representative to discuss a grievance informally with an appropriate supervisor or other management representative.
- B. **Grievance Definition.** The term "grievance" shall mean an appeal of the interpretation, application, or alleged violation of written policies, agreements, or administrative decisions affecting the terms and conditions of employment.
- C. **General Provisions.** Formal grievances as provided for in this Article shall be filed by the Association only. The grievant may be an individual employee, a group of employees, or the Association itself.

1. Grievances shall be filed within 30 days after the grievant knew or should have known of the occurrence giving rise to the grievance. Time limits for filing or responding to grievances at any step may be extended by consent of the parties. If no response is received to a grievance within the stipulated time limit, the grievance may be advanced to the next step at the Association's discretion.
2. Both parties shall have the right to produce and examine witnesses at any step of the grievance procedure.
3. Grievance conferences shall be held during the work day whenever possible, without loss of pay for employees whose attendance is required.
4. Formal grievances shall be presented in writing. Responses shall likewise be in writing and shall include reasons for the decision.

D. **Grievance Steps.**

1. **Step 1.** The grievance shall be presented first to the Fire Chief, or designee except that if the Fire Chief, or designee does not have authority to resolve the grievance, this step may be skipped. The Fire Chief, or designee shall meet with the grievant and Association representative upon request in an effort to resolve the matter. A

written response shall be furnished to the grievant and the Association representative within ten days after receipt of the grievance. If the matter is not resolved, the grievance may be submitted to Step 2 within ten days after receipt of the Fire Chief or designee's response.

2. **Step 2.** The grievance shall next be submitted to the Borough Administrator, who shall schedule a conference upon request to address the matter. The Administrator shall forward his decision to the grievant and the Association representative within ten days after receipt of the grievance. Upon receipt of the Administrator's response, the Association shall have ten days to submit any unresolved grievance to Step 3.
3. **Step 3.** The grievance shall be forwarded to the Borough Clerk for consideration by the Borough Council, which shall hear the matter and render a decision within 30 days.

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

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

**ARTICLE XXIII  
MISCELLANEOUS**

- A. If an Acting Shift Leader is created during the term of this Agreement, the parties will engage in collective bargaining to address that position.
- B. The Borough agrees to cover the beneficiary or family of any full time Fire Officer employed by the Borough and covered by this contract in the case of death by continuing to issue the Firefighter's full salary paychecks and medical benefits for a period of 6 months thereafter. This benefit will not include any Compensatory Time, Vacation Time, or Personal Time. This time mentioned will be paid in one lump sum and will be separated from the Firefighter's paycheck.

**ARTICLE XXIV  
DURATION**

- A. This Agreement shall become effective January 1, 2022, and shall terminate on December 31, 2024.
- B. If either party desires to change this Agreement, it shall notify the other party in writing at least one hundred and twenty (120) days before the expiration of this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.
- C. The terms set forth in this Agreement shall remain in effect after December 31, 2024, and during such time that negotiation is being conducted for next said Agreement.

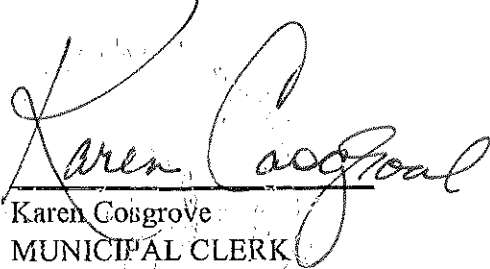
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

**BOROUGH OF GLASSBORO**

DATE: 2/2/2023



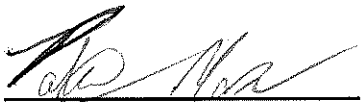
Ed Malandro  
BOROUGH ADMINISTRATOR



Karen Cosgrove  
MUNICIPAL CLERK

**IAFF LOCAL 3592**

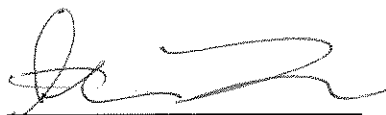
DATE:



Pat Mason



John Gresko



Steven Lescure

**APPENDIX A  
SUPERIOR FIRE OFFICERS  
PAYSCALES**

2022	2023	2024
7%	2.25%	2.25%
\$95,535.55	\$97,685.10	\$99,883.01

**APPENDIX B  
BOROUGH DISABILITY  
SCHEDULE**

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

AN ILLNESS ENTITLING AN EMPLOYEE TO THE ABOVE BENEFITS SHALL BE DEFINED AS EIGHT (8)

CALENDAR DAYS OF CONTINUOUS ABSENCE FROM EMPLOMENT. THE ABOVE PLAN SHALL BE APPLIED

BASED UPON YEAR IN WHICH DISABILIATY OCCURRED. CLARIFICATION- THE SCHEDULE DOES NOT RUN FROM JANUARY TO DECEMBER, BUT 12 MONTHS FROM DATE OF FIRST OCCURANCE IN WHICH THE DISABILITY SCHEUDLE WAS APPLIED.

## APPENDIX C DISABILITY CERTIFICATION FORM

<b>EMPLOYEE NAME:</b>			<b>Social Security No.:</b>	
Last	First	MI	- - - - -	
<b>Home Address:</b>				
Street	Apt.	City	State	Zip
<b>Date of Birth:</b> (mm/dd/year)	<b>Home Phone:</b>		<b>Gender:</b>	
_ / _ / _	( _ ) _ - _		M/F	

I authorize any licensed physician who has examined or treated me to release all necessary information and records to the Borough of Glassboro, upon its written request, for the purpose of determining my medical condition for eligibility of disability benefits. I also acknowledge the Borough of Glassboro's right to require me to see a physician designated by the Borough of Glassboro to determine fitness for duty and acknowledge that my failure to see the Borough of Glassboro's designated physician will cause the termination of my disability benefits and/or employment. I hereby certify that the information contained herein and provided by me to the Borough of Glassboro related to this application for disability benefits is true and accurate. I am aware that if the information contained herein is determined to be false and/or misleading that the Borough may take disciplinary action up to and including, but not limited to, termination of employment.

\_\_\_\_\_  
*Employee Signature* *Date*

### MEDICAL CERTIFICATE (TO BE COMPLETED BY TREATING PHYSICIAN)

<b>Physician Name:</b>			<b>Physician Office Phone:</b>		<b>Physician Fax:</b>	
Last	First	MI	( _ ) _ - _		( _ ) _ - _	
<b>Physician Address:</b>						
Street	Suite/Floor	City	State	Zip		

1. Patient has been under my care for this period of disability: FROM: \_\_\_\_\_ TO: \_\_\_\_\_ a. Patient was last treated by on: \_\_\_/\_\_\_/\_\_\_ Frequency of treatment: \_\_\_\_\_  
b. Date of patient's next appointment: \_\_\_/\_\_\_/\_\_\_
2. Enter the date the patient was first unable to perform his/her regular work due to this disability: \_\_\_/\_\_\_/\_\_\_
3. Estimated return to work (Give approximate date patient will be able to return to work with or without limitations.): \_\_\_/\_\_\_/\_\_\_
4. Patient's limitations, upon return to work (be specific: no lifting, kneeling, climbing, limits on activity, etc.): \_\_\_\_\_

5. Diagnosis: \_\_\_\_\_ ICD Code: \_\_\_\_\_
6. Clinical data and tests to support diagnosis: \_\_\_\_\_  
a. If pregnancy, provide estimated date of delivery: \_\_\_/\_\_\_/\_\_\_ Birth/C-Section/Other
7. Date (or anticipated date) of surgery: \_\_\_/\_\_\_/\_\_\_ Type of surgery: \_\_\_\_\_ a. Is surgery for cosmetic purposes only? Y/N

I certify that the above statements, in my opinion, truly describe the patient's disability and the estimated duration thereof:

\_\_\_\_\_  
*Physician's Signature* *Date*

*Failure of the physician to provide FULL, COMPLETE AND LEGIBLE information or to respond in a timely manner to follow-up inquiries from the Borough of Glassboro will cause a delay in or cancellation of disability benefits for the patient*