

AGREEMENT OF TERMS OF EMPLOYMENT BETWEEN
THE BOROUGH OF HADDON HEIGHTS,
A MUNICIPAL CORPORATION
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL #3249
A.F.L. C.I.O. C.L.C.

January 1, 2016 – December 31, 2019

Preamble

This Agreement is entered into this day of , 2016 by and between the Borough of Haddon Heights, in the County of Camden, New Jersey, a municipal body of the State of New Jersey, hereinafter called the "Haddon Heights or "Borough", and International Association of Fire Fighters Association Local #3249, A.F.L.-C.I.O./C.L.C., hereinafter called the "Association", represents the complete and final understanding on all bargaining issues between the Haddon Heights and the Association.

Purpose

This Agreement is entered into between the Borough of Haddon Heights and the Association, to promote and ensure harmonious relations, cooperation, and understanding between the Haddon Heights and its Association represented employees; to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and effectuated in the best interests of the residents of the Borough of Haddon Heights

Article I - Recognition

- A. In accordance with voluntary recognition pursuant to a "card check", Haddon Heights recognizes the Association as the exclusive collective negotiations agent for paid full-time firefighters and fire department secretary.
- B. Unless otherwise indicated, the terms "Firefighter", "Firefighters" and "employee" or "employees", when used in this Agreement, refer to persons, male or female, represented by the Association in the above defined negotiating unit.
- C. This Agreement excludes fire inspectors, fire officials, Fire Chief, managerial, supervisory and confidential employees within the meaning of the New Jersey Public Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et. Seq. (hereinafter "the Act").

Article II - Non-Discrimination

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

Article III – Association Rights and Responsibilities

- A. Official representatives of the Association, pursuant to State Law, will be granted administrative leave with pay in accordance with the provisions of N.J.S.A. 40A:14-177.
- B. A maximum of two (2) authorized Association Representatives shall be excused without loss of pay from their normal duties to participate in negotiations for the renewal of this Agreement or the executive of a new agreement for this Borough. Upon the request of the Association President, such representatives will also be reasonably excused without loss of pay for up to (3) hours per month to participate in other meetings related to collective bargaining. Such representatives shall attend negotiations, and other meeting sessions, if on duty, in the appropriate uniform and be available for duty in the event the need arises.
- C. Copies of disciplinary charges, or other notices relating to disciplinary action, shall be furnished to the President or Shop Steward of the Association within seventy-two (72) hours of the presentation of the charges to the employee.

- D. The Association 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.
- E. Whenever an employee is to be questioned and he/she is being considered a "target" for possible disciplinary action, the employee shall have the right to request a representative of the Association be present at all stages of questioning. If the employee does not ask for a representative, the Borough may proceed with any and all questioning it deems appropriate. If an employee requests and is denied representation at any stage of the questioning, any statements made by the employee or "fruits" derived there from cannot be used against said employee to support disciplinary action.
- F. Authorized representatives of the Association, whose names shall be filed in writing with the Borough, or their designee, shall be permitted to visit any fire facility within Haddon Heights for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Fire Chief, or such other individuals designated by the Haddon Heights in writing to perform such task, on condition that such prior approval shall not be unreasonably withheld. Only one (1) authorized Association representative shall be granted such permission. The Association representative shall not interfere with the normal conduct of work within the fire facility.
- G. Upon the request of the Association President, on-duty employees shall be reasonably permitted to attend and participate in bargaining unit meetings without loss of pay for up to (2) hours per month when such bargaining unit meetings are held at a location mutually agreed upon by the Association and the Borough. All on duty employees shall attend and participate in the

appropriate uniform and be available for duty in the event the need arises.

H.. In addition to the foregoing, union representatives will received relief from duty with full pay for up to two (2) hours a month for the purpose of attending to contract administration and grievance processing, excluding mediation or arbitration hearings relating to the Haddon Heights Bargaining union. The member requesting relief must make application to the Fire Chief or his designee as soon as reasonably possible. Such request will not be unreasonably denied.

Article IV - Management Rights and Responsibilities

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and the United States, including, but not limiting, the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Borough and its properties and facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.
2. To make rules and procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of the employees needed for any particular time and to be in sole charge of the quality and quantity of work required.
3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees is recognized.
4. To hire all employees, to promote, transfer, assign or retain employees in positions with the

Borough.

5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good, and just cause according to the law, and subject to the grievance procedure.
6. To lay off employees in the event of lack of work or funds or other conditions where continuation of such work would be inefficient and non-productive, so long as such lack of work or funds is bona fide.

B. Pursuant to the laws of the State of New Jersey and of the United States, the exercise of the foregoing powers, rights, authority, duties or responsibilities of the 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 by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

Article V – 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.
3. Nothing herein shall be deemed to deny the employees of their statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny employees their rights to pursue any other statutory or legal remedies 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 policies, procedures, the terms of this contractual agreements, and shall be raised by the Association on behalf of an individual or group of individuals.

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 employees shall institute action under the provision hereof within fifteen (15) calendar days of the occurrence of the event-giving rise to the grievance. Action is instituted by filing a grievance with the Association Grievance Committee. Failure to act within said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance. Within fifteen (15) calendar days after the grievance has been filed and before an effort is made to settle the matter, the Association Grievance Committee shall screen and study the grievance to determine whether it has or lacks merit. Upon finding of merit or non-merit, the Association Grievance Committee shall present written confirmation of such determination to the Director of Public Safety with request that the Director of Public Safety investigate and resolve same, if required. If the resolution of the grievance has not been reached within ten (10) working days of the submission to the Director of Public Safety, the grievance may proceed to Step Two.

Step two:

1. In the event a satisfactory settlement has not been reached at Step One, the Association may, within ten (10) calendar days of the Director of Public Safety or a designees' decision, file his written grievance with the Borough Council. This presentation shall include copies of all previous correspondence relating to the matter in dispute.

2. The Borough Council or its designee shall review the decision of the Director of Public Safety, and, within ten (10) calendar days from receipt of the grievance, make a written determination.

Step three:

1. In the event the grievance has not been resolved in Step Two the Association may, within twenty (20) calendar days of the Borough Council's decision, request arbitration. The arbitrator shall be chosen in accordance with the rules of Public Employment Relations Commission (PERC).
2. However no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Borough. In the event that the aggrieved elects to pursue other remedies, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Association shall pay whatever costs it may incur in processing the case to arbitration.

Arbitration

1. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to them involved in the grievance. In formulating their decision, the Arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable. The arbitrator shall not have the authority to add to, modify, subtract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
2. The costs for the services of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring the same.

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

D. Group Grievances

Which shall be defined as those affecting "substantially" all of the members of the Association shall be filed by the Association and the Association only, at Step Two.

E. Time limitations and conditions

1. Nothing herein shall prevent the parties from mutually agreeing to extend or shorten the time limits for processing the grievance at any step in the grievance procedure.
2. The time limits expressed herein shall be strictly adhere to. If any grievance has not been initiated within the time limits specified, any rights and/or claims regarding the grievance shall be deemed to be waived by the Association, unless the Association and Borough mutually agree to extend the time limitation for filing of the grievance.
3. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last Step shall be deemed conclusive.

Article VI – Maintenance of Operations

- A. It is recognized that the need for continued and uninterrupted operation of the Haddon Heights Fire Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.
- B. Neither the Association 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, walk out or other illegal job action against the Haddon Heights.

- C. The Association 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 action by any other employee or group of employees of the Haddon Heights.
- D. Nothing contained in this Agreement shall be construed to limit or restrict Haddon Heights Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such breach by the Association or its members.

Article VII - Dues, Deductions, and Agency Shop

- A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. 52:14-15.9e, as amended.
- B. A check-off shall commence for each employee that signs a properly dated authorization card, supplied by the Association and verified by the Borough Clerk during the month following the filing of such card with the Borough.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish the Borough either new authorizations from its members showing the authorized deductions of each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

- D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Borough Clerk.
- E. Any such written authorization may only be withdrawn between the period of the 1st of April and the 30th of June by filing a withdrawal notice with the Borough Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.
- F. The Borough agrees to deduct the fair share fee from the earnings of those employees who elect not to become a member of the Association and transmit the fee to the majority representative.
1. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
 2. The fair share fee for services rendered by the Association shall be in the amount equal to the regular membership dues, initiation fees and assessments of the Association, less the costs of benefits financed through the dues and available only to the members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
 3. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that is necessary for the Association to engage in lobbying activity designed to foster its policy goals in

collective negotiations and contract administration, and to secure for the employees it represents advances and wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Borough.

- 4 Prior to January 1st and July 31st of each year, the Association, if there is a change in the cost of membership, shall provide advance written notice to the Borough and any non-member of such increase. Upon written request, any information necessary to compute or validate the fair share fee for services enumerated above will be forwarded to the Borough or employee requesting same.
 - 5 The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Borough or require the Borough to take any action other than to hold the fee in escrow pending resolution of the appeal.
- G. The Association shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Borough, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

Article VIII – Employee Rights and Privileges

- A. Nothing contained herein shall be construed to deny or restrict any employee such rights as they may have under New Jersey laws or other applicable laws and regulations, the rights granted to employees hereunder shall be deemed to be in addition to those provided

elsewhere.

- B. No employee shall be disciplined, reduced in rank or compensation without just cause. Any such action asserted by the Borough or any agent or representative thereof shall not be made public and shall be subject to the grievance procedure herein set forth.

- C. Proposed new rules or modifications of existing rules, policies or memorandums.
 - 1. Proposed new rules or modifications of existing rules covering mandatorily negotiable working conditions shall be negotiated with the Association before they are established.
 - 2. All written rules and regulations shall be provided to the employees immediately upon promulgation.

Article IX - Hours, Overtime and Compensatory Time

- A. The normal work week will be forty (40) hours, Monday through Friday, inclusive of a thirty (30) minute lunch break per day, with the normal work day understood as consisting of eight (8) consecutive hours.

- B. Overtime will be calculated at time and one half for any hours worked over 40 hours. Holiday, vacation, personal and sick time shall count towards the calculation of overtime.

- C. When an employee is recalled for duty, he/she shall be entitled to compensation at their regular rate for all hours worked, with a minimum compensation of two (2) hours at their regular rate, so long as the recall is not contiguous with the regularly scheduled shift. The employee may receive recall for duty pay at time and one half if they have worked over forty hours in said week.

D. All overtime must be prior approved by the Fire Chief.¹

E. Other Conditions:

Approval for time off applications whether it is for a week, a day, or an hour shall be presented to the Fire Chief for approval in writing. The Fire Chief shall then verify whether the members has adequate accumulated time for the time off. The Fire Chief shall notify the employee if the employee does not have adequate accumulated time for time off.

F. Compensatory Time – Upon filling out a compensation request form for overtime earned at time and one half, the employee will have the option to request compensatory time equal to time and one half in lieu of premium pay. The Fire Chief will keep track of this time, as well it will be the employee's responsibility to keep track also.

1. The employee may use this time at the employee's discretion however, it will be approved as if it were vacation or personal time and following the procedure set forth in Paragraph E.
2. Accrued compensatory time can be accumulated up to a maximum of forty (40) hours. It must be used within one year from the time it was accumulated. The compensatory time cannot be exchanged or sold for any monetary consideration.

Special Assignment / Incident Support and Assistance Team: When a member, authorized by the **Chief of the Department** by virtue of a signed mutual aid agreement or ISAT authorization form, responds to an incident as a member of said ISA Team the member will be considered on the employer's time. To provide for the appropriate benefits in the instance of an injury or other situation, the member will be considered employed and operating as a member of the Haddon Heights Fire Department. As such the member will not require hourly compensation. The

¹ The Fire Chief means the Chief of the Haddon Heights Fire Department duly appointed by Borough Council.

member acknowledges the work and or response is not compensable however the member is covered as though working a regular shift.

Article X - Salaries

A. Salary:

1. Current Department Secretary employed by the Borough shall receive salary increases for respective years listed below at 2.0%:

Department Secretary

Effective January 1, 2016 – \$39,422 ✓

Effective January 1, 2017 – \$40,210 ✓

Effective January 1, 2018 – \$41,014

Effective January 1, 2019 – \$41,835

2. Current Firefighter/EMT employed by the Borough shall receive the following increases beginning January 1

Step 1 – Effective January 1, 2016 - \$54,837 ✓

Step 2 – Effective January 1, 2017 \$60,878 ✓

Step 3 – Effective January 1, 2018 \$66,919

Step 4 – Effective January 1, 2019 \$72,960

Step 5 – Effective January 1, 2020 \$79,001

Step 6 – Effective January 1, 2021 \$85,042

B. Entry Level Salaries:

1. Any Firefighter/EMT members hired after January 1, 2016, shall receive the following salary:

Firefighter/EMT - \$46,866

Steps go into effect January 1 of following year of employment:

Step 1 \$49,209

Step 2 \$51,669

Step 3 \$54,252

Step 4 \$56,963

Step 5 \$59,811

Step 6 \$62,802

Step 7 \$65,942

Step 8 \$69,239

Any Department Secretary members hired after January 1, 2016, shall receive the following salary:

Starting salary of \$30,000

ARTICLE XI - Holidays

- A. Bargaining unit employees shall be entitled to twelve (12) holidays as follows: New Years Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and the day after Christmas.
- B. All Holidays falling on a Saturday will be observed on the proceeding Friday, and a holiday falling on a Sunday will be observed on the following Monday.

ARTICLE XII - VACATION TIME

- A. Employees shall be granted vacation leave as follows:
1. After one (1) year of completed service and up to four (4) years of completed service two (2) weeks vacation.
 2. After five (5) years of completed service and up to nine (9) years of completed service – three (3) weeks vacation.
 3. After ten (10) years of completed service and up to fourteen (14) years of completed service – four (4) weeks vacation.
 4. After fifteen (15) years of completed service – five (5) weeks vacation.

Vacation time may be used at the employee's discretion at any time during the calendar year, with prior approval of the Fire Chief. The Fire Chief shall then verify whether the member has adequate accumulated vacation time. The Fire Chief shall notify the employee if the employee does not have adequate accumulated vacation time to utilize. Any employee with scheduled vacation or other time off will not have that time off canceled because of a schedule change by management.

- B. The vacation year is January 1st through December 31st.
- C. Unused vacation time shall not be carried over into the next year or bought back by the Borough.

Article XIII - Separation, Death and Retirement

- A. Employees shall retain all pension rights as provided by all applicable laws.
- B. Employees retiring either after twenty-five (25) years of service with the Borough of Haddon Heights and pursuant to N.J.S.A. 43:16A-5 or a result of a disability pension, whether work-connected or not, shall be paid for all accumulated vacation, sick and compensatory time as provided in this Agreement. Said payments shall be computed at the rate at the time of retirement based upon the base annual compensation.
- C. Employees intending to retire on other than disability pension shall accordingly notify the

Borough by September 1st of the previous year in which said retirement is to become effective to receive these benefits.

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

E. For benefits payable in the current year in all cases of separation, death while not in the line of duty or retirement, all vacation, holiday, and other compensatory time shall be pro-rated as of the first of the month if the resignation, death or retirement is effective after the fifteenth (15th) of the month. Benefits shall be pro-rated on the calendar year from January 1st through December 31st. Separation shall be defined as any permanent cessation of employment, but does not include termination for cause, temporary leaves of absence, vacation, layoffs, or other temporary leaves.

F. Where an employee dies while in the line of duty, all vacation, holidays, sick leave days, and compensatory time which would have accrued for the entire calendar year (in the year of the employee's death), shall be payable to the employee's estate or legal representative.

ARTICLE XIV - SICK TIME

A. Each member shall be entitled to 80 hours sick time per calendar year. There will be unlimited cumulative sick time. Sick hours not used in a calendar year shall be accumulated up to 720 hours to be taken consecutively, immediately prior to the member's retirement date. The member's retirement date shall be in accordance with applicable New Jersey pension system regulations. (For purposes of this article, a day is considered 8 hours). Paid sick hours, exceeding 80 hours in a calendar year will be deducted from the number of days accumulated to date. A doctor's notice for absences of

three (3) or more consecutive days will be required to determine appropriate disposition of absence.

- B. Sick hours accumulated over the maximum amount may be sold back yearly on a per diem basis. As of September 1st of each calendar year, each covered member will notify the payroll department in writing of their intent to sell back time and the number of hours to be sold. Each member will receive payment for these hours on the last pay in January of the following year. However, there shall be no accumulation for use prior to retirement other than the specified amount in Article XIV – Sick Time paragraph A.
- C. Once a member has reached the maximum amount of accrued hours and decided not to sell back any portion or all of the next 80 hours, he can carry the extra hours to be used for sick time or sell back at retirement at the earned rate.
- D. Specifically excluded from this Article is any time lost for injuries sustained while on duty including any time spent in the hospital and any recuperative time after hospitalization resulting from such injuries. Any sick time accumulated prior to the signing of this Agreement will be retained by the member.
- E. The Borough will pay the base salary and benefits of any member who, because of an illness or injury arising out of the performance of his or her duties, is unable to perform his or her usual and customary employment for the period of work disability. Such period shall not exceed one year for any illness or injury arising out of the same cause or incident. Any amount of workers compensation insurance checks received by the employee shall be forwarded to the Borough. After the one year has expired, it is to be reviewed by the governing body to decide if more time shall be allotted to the employee.

- F. Any report issued by a doctor regarding this subject shall be limited to "Fit for Work" or "Unfit for Work". The Borough is entitled to have an employee examined by a physician as a condition of the employee's return to work at its cost.

ARTICLE XV – PERSONAL DAYS

- A. Members are entitled to seven (7) personal days per year.
- B. Personal days may not be accumulated and carried over to the next year of employment. Personal days must be taken during the calendar year of entitlement (January 1 through December 31).
- C. The employee must give at least twenty four hours notice to the Fire Chief unless an emergency situation arises.
- D. The criteria used to determine if a request for a personal day on a particular day should be granted is whether the granting of the request would impair department operations or interfere with the proper conduct of department or government function involved. That determination shall be made by the Fire Chief.

ARTICLE XVI - MEDICAL

- A. The Borough shall provide coverage in accordance with the New Jersey State Health Plans for members by this Agreement and his or her eligible dependents at the cost of a percentage of the employee's base salary as provided by New Jersey Law. If at any time the Borough changes health benefit carriers, the Borough must provide substantially similar health plans.
- B. For members hired before January 1, 2009: Members covered by this Agreement who retire with twenty-five years of service with the Borough shall receive health benefits coverage for the employee and eligible dependents at the contribution cost at the time of

retirement. Said coverage shall be provided to the employee and the employee's spouse until their death. Said coverage shall be provided to the employee's eligible dependents as required by New Jersey law.

- C. For members hired after January 1, 2009: Members covered by this Agreement who retire with twenty-five years of service with the Borough shall receive health benefits coverage for the employee only at the contribution cost at the time of retirement. Said coverage shall provide for said employee until death unless the employee receives health benefits from another employer or the employee's spouse.
- D. The Borough shall also provide, in the event the members' health insurance carrier declines payment, each member coverage for yearly complete physical, to include eye examination, blood work, titer test, E.K.G., stress test, x-rays, hearing test, urinalysis, and immunizations. In the event of partial payment by the members' health insurance carrier, the Borough shall pay the difference.
- E. The Borough shall also provide member and their dependents with a Prescription Plan, Dental Plan and Eye Care Plan at a cost to the employee for the employee and his/her eligible dependents in accordance with New Jersey State law.
- F. For members hired before January 1, 2009: Members retiring with twenty-five years of service with the Borough shall be provided with same Prescription Plan, Dental Plan and Eye Care Plan at the State mandated rate or cost to the individual retiring or his or her eligible dependents. Said coverage shall be provided to the employee and the employee's spouse until their death. Said coverage shall be provided to the employee's eligible dependants are required by New Jersey law.
- G. For members hired after January 1, 2009: Members retiring with twenty-five years of

service with the Borough shall be provided with same Prescription Plan, Dental Plan and Eye Care Plan at the State mandated rate or cost to the individual retiring only. Said coverage shall be provided to the employee until his/her death.

The Borough shall also provide cost coverage for any employee of the fire department who shall suffer from a serious communicable disease and shall be treated with presumption that the disease was contracted on the job. Police, hospital and physician records to be used to verify.

Article XVII - Bereavement Leave

- A. In the event of death of the employee's parents, spouse, children, brothers or sisters, (including step-parents/children/siblings) the employee shall be granted four (4) consecutive work days off without loss of pay commencing the day of death.
- B. Leave with pay for three (3) consecutive days shall be granted in the case of the death of grandparents, grandchildren, mother-in-law, and father-in-law.
- C. The Fire Chief may grant leave without pay for anyone else not included. If additional time is required, an employee may request the use accumulated compensatory or vacation time as leave upon approval of the Fire Chief.
- E. An employee will request bereavement leave from the Chief at the earliest practicable time.
- F. Proof of death may be required at the Fire Chief's discretion.

Article XVIII – Military Leave

Military leave shall be granted pursuant to State and Federal Statutes.

Article XIX - Leave of Absence

- A. Leave of absence without any pay is at the discretion of the Borough, and may be granted for

good cause to any employee who has completed their probationary period, except to seek other employment.

- B. Leave of absence can be any specified time period up to a maximum of one (1) year.
- C. During a leave of absence, the Borough will not be responsible to provide the employee with any benefits. However, if the employee wishes that health coverage is extended to him during that leave, the Borough will provide it but it must be paid by the employee prior to the Borough being billed.

Article XX - Pensions

All employees shall retain all pension rights afforded to them under the Public Employees Retirement System and/or the Police and Firefighters Retirement System.

Article XXI - Job Description and Duties

- A. The Borough will maintain on file in the Borough office a job description for all covered positions.
- B. The Borough will supply a copy of the most current job description to an employee when hired and at any time thereafter, if the job description should change.

Article XXII - Clothing Allowance & Turnout Gear

- A. The Borough will issue to all newly hired employees all uniforms and turnout gear according to the clothing allowance as set forth. All clothing shall meet N.F.P.A. and O.S.H.A. requirements.
- B. Each successive year, each employee shall receive replacement items upon employee request, if in the opinion of the Fire Chief, an item requires replacement. Replacement items will be ordered and/or received by the employee as soon as possible.

- C. The Borough will be responsible for the cost of changes in uniform and turnout gear damaged or contaminated in the line of duty.
- D. Uniforms shall be worn on all duty hours except during physical fitness time. When working in and around stations and grounds, the uniform shirt may be removed (but employee must wear, undershirt). The Fire Chief shall determine the proper uniform for the work being performed.
- E. The Governing Body will provide its employees with all turnout gear and equipment that meet or exceed the requirements of N.F.P.A. and O.S.H.A.

F. Clothing Allowance List:

Quantity	Type/Article
(1)	Complete Class A uniform
(6)	Short sleeve shirts (class B)
(6)	Long sleeve shirts (class B)
(6)	Cotton tee shirts
(5)	Cotton turtlenecks
(5)	Collared cotton staff shirts
(5)	Pair of pants (class B)
(2)	Badges
(1)	Belt
(1)	Winter/spring coat
(2)	Collared sweat shirt (Job shirt)
(*)	<u>Station footwear</u> : At the employee's option Two (2) USD \$125.00/pair maximum expenditure.

Fire Fighter Personal Protective Equipment

Turnout gear will be provided by the Borough. Turnout gear consists of

- Fire fighter bunker coat
- Fire fighter bunker pants
- Fire fighter bunker boots (Rubber or Leather employee's choice)
- Fire fighter gloves
- Fire fighter suspenders
- Fire fighter SCBA mask

Fire fighter helmet
Fire fighter flash hood

Personal protective equipment, firefighting bunker coat and bunker pants, will be replaced every five (5) years unless earlier replacement is determined necessary by the Fire Chief. The gear replaced will be maintained as a second set of gear for the fire fighter permitting routine maintenance of personal protective equipment and give the employee the ability to change between sets of personal protective equipment should his need to be placed out of service for repair, laundering, decontamination etc.

Article XXIII - Travel Expenses

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

Article XXIV - Communicable Diseases

- A. The Fire Chief or designee shall maintain a separate file to be known as the "Communicable Disease File" in which employees responding to fire rescue alarms in which contact and/or working in close proximity to the victims with communicable diseases and their body fluids shall be recorded in the C.D.F. at the completion of each alarm. It shall be the employee's responsibility to notify the officer in charge and initial the completed C.D.F. form.
- B. If the employee is diagnosed with the AIDS Virus or any other communicable disease, the C.D.F. form shall establish a rebuttable presumption that the employee is eligible for injury leave.

Article XXV - Service Records

- A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records, except as otherwise dictated by the Open Public Record Act or other applicable law, and shall be maintained by the Borough Clerk, and may be used for evaluation purposes.
- B. Upon advanced written notice and at reasonable times, any employee may review his or her personnel file. However, this appointment for review must be made through the Fire Chief.
- C. Whenever a written complaint concerning an employee or his or her actions is to be placed in this personnel file, a copy shall be made available to the employee and he or she shall be given the opportunity to rebut it if he or she so desires. The employee shall be permitted to place said rebuttal in his or her file.
- D. When an employee rebuts and is found innocent of said complaint, the written complaint must be removed from the employees file, and any and all other files within five (5) working days.
- E. All personnel files will be carefully maintained and safeguard permanently and nothing placed in any files shall be removed there from except as provided in Section D above or by mutual agreement.

Article XXVI - Statutory and Legal Rights

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

Article XXVII - Separability and Savings

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

Article XXVIII – Maintenance of Benefits

- A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the terms of this Agreement.

- B. All rights, privileges, and working conditions enjoyed by the employees, beginning on the effective date of this Agreement, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement, unless changed by mutual consent.

Article XXIX - Emergency Medical Services

- 1. As of January 1, 2009, the Haddon Heights Fire Department will require all new employees to have and maintain a minimum N.J. Division of Health and Senior Services Emergency Medical Technician – B Certification (EMT-B).

- 2. The current practice of certification maintenance via continuing education will continue.

Article XXX – Jury Duty

All employees shall be granted time off without loss of pay, vacation time or other compensatory time for jury duty. The employee must be scheduled to work in order to receive administrative leave for jury duty. The employee must provide proof of jury duty to the Fire Chief as soon as the notice of jury duty is received by the employee.

Article XXXI - Emergency Leave

Employees shall be granted emergency leave for a bona fide emergency situation that requires their release or absence from work. All emergency leave will be charged, at the employee's option, against the employee's vacation, personal or compensatory time balance. The employee shall contact the Fire Chief or his/her designee.

Article XXXII - Fully Bargained Agreement

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargain able issues that were or could have been the subject of negotiations.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. This Agreement shall not be modified in whole or in part by the parties except only by an instrument, in writing, executed by both parties.
- D. It is the intent of the parties that the provisions of this Agreement will supersede all agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Borough and the Association, for the life of this Agreement, hereby waive any rights to request to negotiate or bargain with respect to any

matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

Article XXXIII - Superseding Clause

This Agreement supersedes any and all other agreements, ordinances, resolutions and/or directives dealing with working conditions and terms and conditions of employment which are inconsistent with the terms of this Agreement. Except for those resolutions, ordinances and/or directives enumerated in this Agreement.

Article XXXIV - New Jersey State Disability Benefits Program

- A. The Borough of Haddon Heights, by approval of this agreement, shall elect voluntary temporary disability insurance coverage under the State Plan then effective by filing written notice of such election with the State of New Jersey, Department of Labor, Division of Employer Accounts. This coverage shall be applicable to all employees of the Haddon Heights who are deemed under law to be covered by the New Jersey Unemployment Law.
- B. The cost of obtaining this coverage is by law, divided between the employer and the employee in accordance with a formula established by the State of New Jersey.
- C. All employees subject to this agreement and all other Haddon Heights employees must agree to make contribution in accordance with State law toward financing to ensure the Haddon Heights's inclusion in the Temporary Disability Benefits program.
- D. All employees subject to this agreement consent to the contribution to the program and do hereby authorize the Haddon Heights to take deductions from their salary as provided by law to ensure participation in the program.

Article XXXV - Spousal Maternity Leave

Four (4) consecutive work days sick leave may be utilized for spousal maternity leave.

Article XXXVI - Labor Management Committee

Authorized representatives of the Haddon Heights and Association shall meet at mutually agreeable times on a biannual basis.

Article XXXVIII-Cardiac Related Event

Any cardiac event affecting a firefighter or EMT (in the course of providing intervention care) will be considered a work related illness, provided the cardiac event occurs no more than twenty four hours post the end of the employee's last work period.

Article XXXIX – Educational Incentive

The Borough will reimburse members for tuition and registration for any fire related degree programs; however, a grade of C average must be maintained. Members shall be reimbursed for tuition and registration of any fire related course after successful completion of said courses. Reimbursement is limited up to the completion of Bachelor's Degree. If any employee leaves employment with the Borough within two (2) years of receiving this benefit, the employee shall be required to reimburse the Borough for up to one year of education. County Fire Academy classes will be paid for by the fire department through the routine method of registration and payment. The employee will submit to the training officer a training request, the course will be submitted and if accepted the employee will attend the program. Courses and other training during normal working hours will be considered part of the employee's regular shift. Training after or other than the employees regular working shift will be compensate at the appropriate overtime rate. The employee will be given the choice of accepting compensatory time at a rate of one and a half times the hours attended in lieu of



overtime.

XL - Bulletin Boards

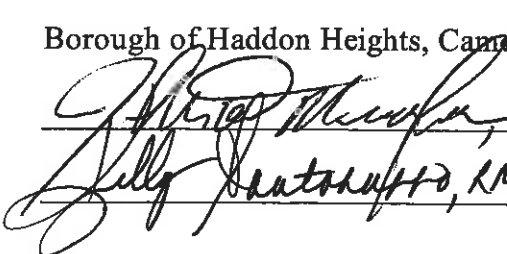
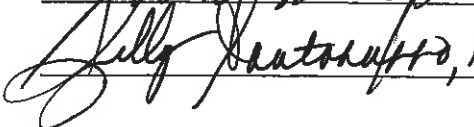
- A. The Association shall have the sole use of the designated Association bulletin board or portion of a bulletin board for the sole purpose of posting notices relating only to matters of official business of all fire organizations and other employee related matters.
- B. Only material authorized by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

Article XLI - Duration, Term and Renewal

This Agreement shall be effective January 1, 2016 and shall remain in full force and effect through December 31, 2019. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, before one hundred twenty (120) calendar days prior to the termination date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) calendar days prior to the termination date. This Agreement shall remain in full force and effect during the period of negotiations.

In Witness Where of, the parties here to have here unto set their hands and seals the date first set forth above.

Borough of Haddon Heights, Camden County, New Jersey


MATTIE JACK D. MERRYFIELD

Kelly Santoro, RMC, BOROUGH CLERK

International Association of Fire Fighters Local #3249
A.F.L. C.I.O.C.L.C.

Keith B. Kemery KEITH B. KEMERY, PRESIDENT

Timothy Zerk TIMOTHY ZERK Secretary

Joseph Hales Joseph Hales Shopsteward