



COLLECTIVE BARGAINING AGREEMENT

Between the

**BURLINGTON COUNTY
PROFESSIONAL FIREFIGHTER'S ASSOCIATION
IAFF Local 3091**

and the

TOWNSHIP OF WILLINGBORO

for the period

JANUARY 1, 2004 - DECEMBER 31, 2006



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PREFACE

This Agreement, is made and entered into this day of _____, **2005**, by and between the **Township of Willingboro**, a body corporate and politic, hereafter referred to as the “Township”; and **Burlington County Professional Firefighters Association, IAFF Local 3091**, hereafter referred to as the “Local”;

In consideration of the mutual promises contained herein, **It is Hereby Agreed as Follows:**

ARTICLE I: GENERAL-PURPOSE

In order to promote harmonious relations between the Township and the Local, in the best interests of the residents of the Township of Willingboro, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the full agreement between the parties concerning all terms and conditions of employment.

ARTICLE II: NON-DISCRIMINATION

The Township and the Local agree that all provisions of this Agreement shall be applied equally to all employees in compliance with applicable laws against discrimination. All references in this Agreement to employees of the male gender have been used for convenience only and shall be construed to include both male and female employees. All references to “employee” shall mean those individuals included within the bargaining unit.

ARTICLE III: RECOGNITION OF BARGAINING UNIT

The Township recognizes the Local as the sole and exclusive collective negotiating representative for full-time sworn firefighters employed by the Township and for such additional titles as the parties may later agree in writing to include. The Township shall notify the Local in writing prior to the creation of new titles, or the filling of existing positions.

ARTICLE IV: MANAGEMENT RIGHTS

4.1 The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it, now or hereafter, by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

4.1.1 The executive, management, legislative and administrative control of the Township government 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 Township.

4.1.2 To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

4.1.3 The right of management to make, maintain and amend any and all reasonable rules and regulations that the Township may, from time to time, deem best for the purposes of maintaining order, safety and/or the effective operation of the Township, and the Department or function thereof, after reasonable advance notice thereof to employees and to require compliance by the employees is recognized. Except in the case of an emergency, the Township agrees to provide the Local with a copy of any proposed rules and regulations 30 days before the implementation of the rules and regulations and to allow the Local to submit comments on the rules and regulations within the 30 day period. Notwithstanding the above, pursuant to NJSA 34:13A-5.3, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

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

4.1.5 To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause as provided by law.

4.1.6 To lay off employees in the event of lack of work, or fore budgetary reasons, under conditions where continuation of the employment would be inefficient or non-productive or beyond the appropriation included in the budget adopted by the Township Council as provided by law.

4.1.7 The Township reserves the right, with regard to all other conditions of employment not otherwise reserved, to make such changes as it deems appropriate for the efficient and effective operation of the Township and the Department or function thereof.

4.2 In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by 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 Constitutions and laws and administrative codes of the State of New Jersey and the United States.

ARTICLE V: EMPLOYEE RIGHTS AND RESPONSIBILITIES

5.1: An employee shall be entitled to Local representation at each and every step of a disciplinary proceeding.

5.2: An employee who is charged in a disciplinary proceeding, and the Local, shall be entitled to receive copies of any records or documents which the Township intends to use in the disciplinary proceeding against the employee. The employee and/or the Local shall also provide the Employer with copies of any records or documents intended to be used by or on behalf of the employee in the disciplinary proceeding. The exchange of the records or documents shall take place sufficiently in advance of the disciplinary hearing to allow both side the opportunity for review and further preparation, if necessary.

5.3: No employee shall be required by the Employer and/or its agents to attend any meeting which the employee reasonably believes may result in disciplinary action unless the employee is afforded the opportunity for Local representation, if requested.

5.4: No recording devices or stenographer of any kind shall be used during any meeting unless both the Local and Employer agree to their use, prior to such meeting, in writing. Any use of a recording device to record a conversation, meeting or the interaction with another Township employee or official without the consent of all persons may constitute good cause for immediate termination of employment of the party or parties involved in the recording.

5.5: An employee shall have the right to review his/her personnel file upon reasonable request and to receive copies of any materials in his/her file. Nothing shall be placed in an employee's personnel file without the employee's knowledge. If any negative material is to be placed in an employee's personnel file, the employee shall be afforded the opportunity to submit a written rebuttal for placement in his/her file as well.

5.6: Employees' residency shall be governed by state law.

ARTICLE VI: SENIORITY

6.1: Seniority is defined as an employee's length of continuous service in the Willingboro Fire Department, beginning with the employee's most recent date of employment in the Department.

6.2: If a question arises concerning the seniority of two or more employees who were hired on the same date, preference shall be given in alphabetical order, according to the employees' last names.

6.3: The Township shall maintain an accurate, up-to-date seniority roster showing the seniority date, classification, and pay rate of each employee covered by this Agreement, and the Township shall furnish copies of same to the Local upon reasonable request.

6.4: Whenever a decision must be made between two or more employees with respect to the scheduling of vacation time or any other matters involving issues of substantial employee advantage, the employee with the most seniority shall receive a preference.

ARTICLE VII: JOB POSTING

7.1: All vacancies or all newly-created positions, except for appointments by the Township Council, will be posted on a designated bulletin board for ten (10) days. The posting shall include the classification, salary, job description, any required qualifications, the shift assignment, current scheduled days off, and the procedure to be followed by employees interested in applying for the position.

7.2: The Township will post a notice within five (5) days after filling the vacancy or newly-created position with the name of the individual selected.

7.3: The Township encourages existing employees to seek advancement and to apply for job openings for which they are qualified. The Township reserves the right to make all employment decisions and to exercise all managerial decision making in accordance with applicable law.

ARTICLE VIII: HOURS OF WORK AND OVERTIME PAY

8.1: Firefighters shall work eighty-eight (88) hours within a fourteen (14) day time period. The parties shall negotiate any changes in the work hours or work schedule.

8.2: Lunch Periods and Breaks.

8.2.1: Each employee shall be entitled to a one (1) hour per day lunch period with pay.

8.2.2: Employees shall also be entitled to two (2) fifteen (15) minute paid breaks during the working day with one usually scheduled in the morning and one usually scheduled in the afternoon.

8.3: Overtime will be paid at the rate of time and one-half the regular hourly rate for all hours worked in excess of eighty-eight (88) hours in a pay period.

8.4: No overtime shall be worked except where authorized in advance by the Department Head. No employee shall be entitled to authorize his/her own overtime.

8.5: The Township shall provide to the Local, upon reasonable request, a list of employees showing overtime worked.

8.6: Overtime shall be paid currently, or at least no later than the second pay period after the overtime was performed.

8.7: All paid time off (such as vacation time, holidays and sick time) shall be considered time worked, for the purpose of computing overtime pay.

8.8: An employee who is called back to work after the regular workday has ended shall receive at least two (2) hours pay at the appropriate rate effective January 1, 2004.

8.9: An employee required to work past his/her normal shift ending time shall be compensated for all time worked but shall receive a minimum of one (1) hours pay effective January 1, 2004.

8.10: Except as set forth in Section 8.1 above which provides for permanent changes in shift configuration, work schedules shall not be modified except in case of an emergency (i.e. blizzard, natural disaster, or similar event).

ARTICLE IX: COMPENSATORY TIME

9.1: Employees may choose to be credited with compensatory time in lieu of overtime pay. The choice may be exercised, however, only at the beginning of a calendar quarter and shall be effective for the duration of that quarter or until the employee requests a change at the beginning of another calendar quarter. However employees may only accrue a maximum of forty-four (44) hours of compensatory time per quarter.

9.2: Earned compensatory time may be utilized upon prior written request and approval of the Department Head or in accordance with procedures established by the Department Head. Compensatory time must be taken within 6 months of its being earned or the Township will pay the employee for the unused compensatory time at the rate at which it was earned.

ARTICLE X: SALARY

Beginning the first pay period of 2004, the annual salary rates in effect for those employed as Firefighters by the Township of Willingboro shall be as follows:

FIREFIGHTER – 2004 (EFFECTIVE JANUARY 1, 2004) @ 3.75%										
Grade	Increment	Pro-Pay	A-1	A	B	C	D	E	F	G
17	978	41,161	43,791	46,421	49,055	51,688	54,318	56,951	59,589	62,209

FIREFIGHTER – 2004 (EFFECTIVE JULY 1, 2004) @ .25%										
Grade	Increment	Pro-Pay	A-1	A	B	C	D	E	F	G
17	978	41,264	43,900	46,537	49,178	51,817	54,453	57,093	59,738	62,365

FIREFIGHTER – 2005 (EFFECTIVE JANUARY 1, 2005) @ 4.0%										
Grade	Increment	Pro-Pay	A-1	A	B	C	D	E	F	G
17	978	42,915	45,656	48,398	51,145	53,890	56,631	59,377	62,128	64,860

FIREFIGHTER – 2006 (EFFECTIVE JANUARY 1, 2006) @ 4.0 %										
Grade	Increment	Pro-Pay	A-1	A	B	C	D	E	F	G
17	978	44,632	47,482	50,334	53,191	56,046	58,896	61,752	64,613	67,454

10.1: It is the intention of this agreement to provide an increase in all the steps for firefighters covered by this agreement of 3.75 percent effective January 1, 2004; and .25 percent effective July 1, 2004; 4.0 percent effective January 1, 2005; 4.0 percent effective January 1, 2006.

10.2: Any retroactive salary adjustments provided by this Agreement shall be paid as soon as feasible after ratification and execution of this Agreement by the parties.

10.3: It is understood and agreed that the lettered steps in the salary schedules set forth above represent annual increments. Employees shall advance one step on the salary schedule each year.

10.4: All annual salaries, as represented on the salary schedule, reflect the annual salary which is divided by the number of paydays in the year to obtain the amount due for each pay period. Whenever it shall be necessary to determine an hourly rate, the hourly rate shall be computed by dividing the appropriate annual salary, as set forth above, by 2288 for 44 hour per week employees.

10.5: The wages of the members of the bargaining unit shall be paid every two weeks on Thursday.

ARTICLE XI: UNIFORMS

11.1 The Township shall provide all employees with uniforms and accessories as set forth in Appendix A of this agreement. The Township shall be responsible for the cost of all uniform changes and for the replacement of all uniforms and turnout gear damaged or contaminated in-the-line-of-duty unless due to the gross negligence of the employee. Components that are damaged or worn-out during the course of employment shall be replaced on an item-for-item basis.

ARTICLE XII: UNIFORM ALLOWANCES

12.1: The Township agrees to provide all employees covered under this Agreement with the sum of fifty dollars (\$50.00) per month to represent compensation for expenses incurred by the employees for the laundering, repair and/or dry cleaning of uniforms provided to the employee by the Township effective January 1, 2004.

12.2: The Township will replace uniforms as provided above or more frequently in case of irreparable damage.

12.3: The payments established in this section shall be paid in a lump sum during the month of January of each year.

ARTICLE XIII: TRAINING

The Township recognizes the value of training and education programs for employees and will provide employees with the opportunity for job related training and education at the expense of the Township, within the limits of budgetary allocations approved by the Township Council. Any training and education program and expenditures shall be subject to review and approval by the Department Head. Any training and education program offered to any volunteer of the fire department shall also be made available to the employees. Training

required in order to maintain certifications required for employment as a Firefighter shall be provided by the Township.

ARTICLE XIV: HOLIDAYS

14.1: The following days shall be recognized as holidays (as designated by the Township): New Year's Day, Martin Luther King's Birthday, Presidents' Day, Good Friday, Columbus Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

14.2: Effective January 1, 2005 members of the Local shall receive one hundred fifty (150) hours of holiday pay annually. Payment for these holidays shall be in one (1) payment during the first pay period in December of that year.

14.3: The Holidays listed in 14.1 above shall be considered work days now. Employees shall receive straight time for all hours worked in addition to holiday pay received as per article 14.2 effective January 1st, 2005.

ARTICLE XV: VACATION LEAVE

The employees covered under this Agreement shall be entitled to paid vacation in accordance with the following schedule effective January 1, 2004.

15.1: Each employee covered under this Agreement shall be entitled during the first year of employment to paid vacation leave at the rate of eleven and one half (11.5) hours per month for each full month of employment.

15.2: Beginning with the second year of employment through and including the seventh year of employment, eleven (11) days per year (138 hours).

15.3: Beginning with the eighth year of employment through and including the twelfth year of employment, thirteen (13) days per year (163 hours).

15.4: Beginning with the thirteenth year of employment and thereafter, seventeen (17) days per year (213 hours).

15.5: Earned vacation leave must be used during the year in which it is earned. Vacation leave cannot be carried over into the following year, except where authorized in writing by the Township Manager for exceptional circumstances.

15.6: An employee who resigns or retires during the course of the year is entitled to a pro-rated portion of earned vacation leave. In the event that more time is taken than the pro-rated entitlement, the excess will be deducted from the final pay.

15.7: For purposes of calculating total earned vacation leave, one (1) day for an eighty-eight (88) hour per work period employee shall be defined as consisting of 12.5 hours. However, when an employee takes vacation leave, the actual number of hours utilized shall be deducted from the employee's earned vacation entitlement.

ARTICLE XVI: SICK LEAVE

16.1: Sick leave herein is defined to mean absence from duty of an employee because of personal illness or injury, exposure to contagious disease, care for a reasonable period of time of a seriously ill member of the employee's immediate family, or death in the employee's immediate family, for a reasonable period of time.

16.2: Each employee covered under this Agreement shall be entitled to paid sick leave at the rate of eleven and one half (11.5) hours of sick leave for each full month of employment. An employee who has been employed for more than one (1) year shall be credited with the full number of sick days allowed for the calendar year as of January 1st. (138 hours/11 days). In the event that the employee is not employed for the full year, the number of sick days allowed shall be pro-rated on the basis of eleven and one half (11.5) sick hours for each full month of employment.

16.3: Unused sick leave may be accumulated from year to year without limitation.

16.4: Sick leave benefits shall be paid for work days absent based upon the individual employee's regular straight time hourly rate.

16.5: It is acknowledged that sick leave is intended to be used only for the purposes set forth in Section 16:1 above. Sick leave is not to be used for personal business or as additional vacation days.

16.6: A doctor's certificate may be required at the Township's option as a condition for payment of sick leave where:

- [1] An employee is absent in excess of ten (10) days in eight (8) consecutive months, except with respect to a period of time during which an employee is hospitalized and provided that the Township shall give the employee written notice that a doctor's note will be required for absences in excess of 10 days, after the absence has reached eight (8) days within the eight (8) consecutive month period;
- [2] An employee is absent for three (3) consecutive days;
- [3] An employee is absent on the last scheduled work day before or the first scheduled work day after a holiday.

The cost of the doctor's certificate shall be the responsibility of the employee. However, the employee must be notified at the time the employee calls out sick that the Township will require a doctor's certificate upon the employee's return to work.

16.7: Abuse of sick leave shall be cause for disciplinary action.

16.8: In the case of sick leave due to exposure to a contagious disease, a certificate from a medical doctor shall be required which shall certify that the employee may return to work without endangering the health of co-workers.

16.9: The Township may require an employee who has been absent because of personal illness, as a condition of his/her return to work, to be examined at the expense of the Township by a physician designated by the Township. The purpose of the examination shall be to establish whether the employee is capable of performing the normal duties of his/her job without jeopardizing the health of the employee or the health of other employees.

16.10: Any employee who calls out sick on the work day preceding or the work day following a scheduled holiday during any period of eighteen (18) consecutive months may be subject to the following action:

- 1st occurrenceNo Action.
- 2nd occurrenceThe employee shall be required to provide a medical certification to verify the illness and shall receive a written warning.
- 3rd occurrenceThe employee shall be required to provide a medical certification to verify the illness and shall receive a second written warning.
- 4th occurrenceThe employee shall be required to provide a medical certification, which the Township may require to be from a physician of its choice, to verify the illness, and, if the illness has not been verified with a medical certification, shall forfeit the holiday and sick pay for the days involved.

- 5th occurrenceThe employee shall be required to provide a medical certification, which the Township may require to be from a physician of its choice, to verify the illness, and, if the illness has not been verified with a medical certification, the employee shall be subject to minor disciplinary action, not to exceed a suspension of five (5) days.
- 6th occurrenceThe employee shall be required to provide a medical certification to verify the illness, and, if the illness has not been verified with a medical certification, the employee shall be subject to major disciplinary action, up to and including termination.

16.11: Whenever the Township shall require that the medical certification be provided by a physician selected by the Township, the employee shall be notified by the Township of the requirement in advance and the Township shall make the necessary arrangements for examination by the designated physician.

16.12: Whenever the Township shall require that the medical certification be provided by a physician selected by the Township, the cost of the medical visit shall be paid by the Township, to the extent that is not covered by medical insurance.

16.13: For purposes of calculating total earned sick leave, one (1) day for an eighty-eight (88) hour per work period employee shall be defined as consisting of 12.5 hours. However, when an employee takes sick leave, the actual number of hours utilized shall be deducted from the employee's earned sick leave entitlement.

16.14: Any employee covered under this Agreement, who utilizes less than four (4) days or its hourly equivalent of sick leave in a year of this Agreement, shall receive, at the option of the employee, either [1] a cash payment in the amount of five hundred (\$500.00) dollars payable within sixty (60) days after the end of the calendar year for which the incentive was earned, or [2] an additional three (3) personal days (or its hourly equivalent) which shall vest in the employee on the last day of scheduled work during each year of this Agreement. If the employee elects to receive the days instead of cash payment, then two (2) of the days shall require seventy-two (72) hours advance notice that the employee intends to use the days and the remaining day may be used without the advance notice requirement. Any employee who utilizes less than three (3) days or its hourly equivalent of sick leave shall be eligible to receive an additional personal day for a total of four (4) personal days (or its hourly equivalent). This day shall require twenty-four (24) hours advance notice that the employee intends to use the day. In addition, not more than two [2] paid firefighters shall utilize a personal day on any single shift. Except as set forth in this paragraph, the use of a personal day is not subject to any other approval.

ARTICLE XVII: ACCUMULATED SICK LEAVE

17.1: An employee who retires, or the designated beneficiary or estate of any employee who dies while actively employed by the Township, will receive payment for unused and accumulated sick leave up to a maximum of fifty (50) days of accumulated sick leave, or seventy percent (70%) of the total accumulation of sick leave, at the employee's current rate of pay, whichever is greater, provided that the total payment shall not exceed ten thousand dollars. (\$10,000.00). Payment shall be made in a lump sum within 30 days of the date of retirement or death.

17.2: Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Personnel or by the Division of Pensions.

17.3: Payment made under this Section shall not be considered as earnings or annual compensation for pension purposes.

ARTICLE XVIII: MILITARY LEAVE

The Township agrees to provide all employees with military leave as required by Federal and/or State Laws.

ARTICLE XIX: JURY LEAVE

A regular full-time employee, who loses time from his /her job because of jury duty, as certified by the Clerk of the Court, shall be paid by the Township provided that the employee:

- (a) has notified the Board immediately upon receipt of a summons for jury duty;
- (b) the employee has not voluntarily sought jury service;
- (c) the employee is not attending jury duty during vacation and/or other time off from Township employment;
- (d) the employee submits adequate proof of the time served on the jury duty.

If on any given day an employee is attending jury duty and he/she is released by the Court prior to 11:00 AM, that employee shall be required to return to work by 12:00 Noon on that day in order to receive pay for that day.

ARTICLE XX: LEAVE OF ABSENCE FOR DEATH IN FAMILY

An employee will be allowed the following time off in the case of the death of:

20.1: Father, mother, grandfather, grandmother, spouse, son, daughter, brother, sister, grandchild, father-in-law, mother-in-law, son-in-law, or daughter-in-law, or a person residing with and dependent upon the employee, from the day of death up to the equivalent of one work week.

20.2: Uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, or significant other of the employee, the day of burial.

20.3: Employees who need additional time beyond that provided in Sections 20.1 and 20.2 may receive up to an additional work week of bereavement leave by utilizing any combination of sick leave, vacation leave, and/or compensatory time subject to the approval of the Department Head.

ARTICLE XXI: FAMILY LEAVE

21.1: Employees shall be entitled to the benefits of the state and federal Family and Medical Leave Acts.

ARTICLE XXII: LONGEVITY PAYMENTS

Any employee covered under this Agreement who was hired prior to November 1, 1993 and who has completed the following number of years of full-time employment with the Township will be entitled to the following additional compensation in addition to the employee’s base pay, beginning with the next pay period following the date of completion of the applicable number of years of service, which shall be payable in equal bi-weekly installments:

- Completion of 8 years through 11 yearsFive Hundred Dollars (\$500.00)
- Completion of 12 years through 15 yearsOne Thousand Dollars (\$1,000.00)
- Completion of 16 years through 19 yearsOne Thousand Five Hundred Dollars (\$1,500.00)
- Completion of 20 yearsTwo Thousand Dollars (\$2,000.00)

ARTICLE XXIII: WORKER’S COMPENSATION SUPPLEMENTAL PAY

An employee who is receiving workers’ compensation shall continue to be paid his/her regular salary by the Township so long as the employee transmits to the Township his/her weekly temporary disability benefits. No reimbursement shall be required as a result of any permanent disability benefits received by the employee. This protection shall continue in effect only while the member is receiving workers’ compensation temporary disability benefits or for a period of two (2) years, whichever is less.

ARTICLE XXIV: INSURANCE

24.1: The Township shall provide paid health insurance coverage including a prescription benefit for its employees and their dependents. The Township’s responsibility for the cost for such employee health insurance shall be limited to one hundred (100%) percent of the cost of its least expensive health maintenance organization optional plan (including a prescription benefit) for individual, parent and child, husband and wife, and family coverage (the level shall be appropriate to the employee’s health care needs) effective upon the

signing of this agreement. If an employee chooses a plan that is more expensive, the employee will be responsible for the additional cost.

24.2: The Township shall provide group dental plan coverage for its employees and their dependents which plan shall provide individual, parent and child, husband and wife, and family coverage, as appropriate; the cost to be borne solely by the Township effective upon the signing of this agreement. The percentage of coverage available for eligible Plan Participants shall be one hundred (100%) percent.

24.3: An employee who retires from the Township after completing 25 years full-time of service with the Township shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount not to exceed Three Thousand Five Hundred (\$3,500.00) Dollars. Such employees may continue their coverage through the Township's health benefit plans or obtain coverage through another health benefit plan. If another benefit plan is selected by the employee, the Township will make a direct payment to the health care plan not to exceed Three Thousand Five Hundred (\$3,500.00) Dollars annually. If an employee drops his/her Township coverage, he/she may not return at any time to the Township's plan. If an employee drops health care that is subsidized by the Township, the Township's obligation shall cease. In no case shall the Township's obligation extend beyond the age when the employee becomes Medicare eligible.

24.4: The Township reserves the right to change insurance plans or carriers or to self-insure directly or through a joint insurance fund so long as substantially equivalent benefits are provided. Prior to any change in plans or carriers, the Township shall notify the President of the Local. In the event that the Local decides to grieve the matter, the grievance shall be filed directly with the Township Manager within fifteen (15) calendar days of the notification and the matter will proceed directly to expedited arbitration. Pending conclusion of the arbitration, no change of plans or carriers will be made.

ARTICLE XXV: INSURANCE BUY-BACK

The Township agrees to make a payment to any employee who elects to waive his/her right to certain insurance coverage provided by the Township. The payment will be on an insurance year basis and will be paid within one month of the start of the insurance year to those employees who have filed a waiver with the Township

Manager for the coming year. The waiver must be filed at least one month prior to the effective date of the waiver. The employee must provide proof of equivalent insurance coverage from another plan that will be in effect for the period waived. The amount of payment shall not exceed Two Thousand (\$2,000.00) Dollars or fifty (50%) percent (which ever is less) of the premium for the waived medical insurance coverage, or \$60 for waived dental insurance. An employee who waives his/her coverage under this section shall not be eligible for re-enrollment until the next open enrollment period.

ARTICLE XXVI: DISCIPLINARY PROCEEDINGS

26.1: Any major disciplinary action imposed shall be in accordance with applicable statutes and regulations.

26.2: Employees may be subject to minor disciplinary action for just cause. All minor disciplinary actions may be grieved and arbitrated in accordance with the terms of this agreement.

26.3: The Local shall be immediately copied with any major or minor disciplinary actions given to employees covered by this Agreement.

ARTICLE XXVII: GRIEVANCE PROCEDURE

27.1: A grievance, as used in this Agreement, is defined as an alleged breach, misinterpretation or misapplication of the terms of this Agreement. Matters within the sole jurisdiction of the NJ Department of Personnel, including but not limited to major discipline, layoffs, and/or the classification of an employee are not subject to the grievance procedure.

27.2: No settlement of a grievance arising under a provision of this Agreement shall be on terms which would violate any other provisions of this Agreement, unless the parties agree in writing to waive the conflicting provision.

27.3: A day for purposes of this Article is defined as a weekday, which shall exclude Saturday, Sunday, and official Township holidays.

27.4: An aggrieved person or the Local must first verbally present the grievance to his/her immediate supervisor within fifteen (15) days of the occurrence of the event giving rise to the grievance or within fifteen (15) days of when the aggrieved person should reasonably have known of its occurrence. The immediate supervisor shall attempt to resolve the matter within seven (7) days by meeting with the aggrieved person(s) and/or the Local and shall render a decision in writing with copies to the Director and to the President of Local 3091.

27.5: If the aggrieved person or the Local is not satisfied with the decision rendered by the immediate supervisor, or if no decision is rendered within the seven (7) day period, the grievance shall be reduced to writing by the aggrieved person and presented to the Department Head within seven (7) days after the supervisor's decision was rendered, or after the expiration of the seven (7) day period if no decision was rendered. The written grievance shall be dated and signed by the aggrieved party and shall set forth the facts upon which the grievance is based including dates and names of other persons involved, the provision(s) of this Agreement that are alleged to have been violated, and the remedy desired and attached thereto shall be a copy of the decision at the first level, if rendered. The aggrieved persons shall serve a copy of the written grievance upon the individual rendering a decision at the first level of this procedure and upon the President of the Local. . The Department Head shall meet with the aggrieved person(s), the President of the Local and the individual rendering the decision at the first level of this procedure. The decision of the Department Head shall be rendered, in writing, within seven (7) days after the grievance is presented to the Department Head, with copies to the Township Manager and the President of Local 3091.

27.6: If the aggrieved person or the Local is not satisfied with the decision rendered by the Department Head, or if no decision is rendered within the seven (7) day period, the written grievance shall be presented to the Township Manager within seven (7) days after the decision was rendered by the Department Head or after the expiration of the seven (7) day period provided for in Section 27.5, if no decision is rendered. The written grievance shall include the information set forth in Section 27.5 and shall have attached copies of the decisions rendered at the first and second levels. If rendered, a copy of the grievance shall be served upon the Department Head and the President of the Local. The Township Manager, or the designated representative of the Township Manager, shall meet with the aggrieved person(s) and any representation of the Local designated by the Local in an effort to resolve the matter within thirty (30) days, and shall render a decision in writing, with copies to the aggrieved person, the Department Head, and the President of Local 3091.

27.7: In the event the grievance is still not resolved to the satisfaction of the Local, the Local may, within seven (7) days after the decision of the Township Manager, or within seven (7) days after the thirtieth (30th) day next following the date the grievance was served on the Township Manager, whichever shall first occur, serve notice on the Township Manager that the matter is being referred to final, binding arbitration. The arbitrator shall be selected pursuant to the rules and regulations of the NJ Public Employment Relations Commission. The arbitrator's decision in the matter shall be final and binding on all parties. The arbitrator's costs and fees shall be borne equally by the parties, but each party shall be solely responsible for the cost it incurs in the production of testimony or evidence.

27.8: If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed to have been resolved.

ARTICLE XXVIII: REPLACEMENT OF LOST OR DAMAGED PERSONAL PROPERTY

The Township agrees to compensate an employee for non-negligent damage to, or loss of, prescription lenses or a wristwatch damaged or lost in connection with the performance of duty, provided notice of the damage or loss shall be given to the immediate supervisor during or immediately following the end of the shift in which the damage or loss occurred. The liability of the Township shall be only for the actual cost thereof, provided that it shall not exceed the sum of fifty (\$50.00) dollars for a wristwatch or one hundred fifty (\$150.00) dollars for prescription lenses.

ARTICLE XXIX: LOCAL VISITATION & BUSINESS

29.1: A properly designated representative of Burlington County Professional Firefighter's Association, Local 3091, when arriving on the Township's premises, shall first report his/her presence to the Township Manager or the Deputy Township Manager. The Local Representative shall be provided with a reasonable time for the visitation, provided that such does not interfere with the operations of the Township or unreasonably impair that ability of the Township employees to complete their job assignments on a timely basis.

29.2: Official Union representatives shall be given leave of absence from duty with pay to attend State and national conventions of the IAFF as set forth in Article 40A:14-177 of the New Jersey Statutes. Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention, provided that such leave shall be for no more than seven (7) days. A certificate of attendance to a convention shall, upon request be submitted by the representative so attending.

29.3: Whenever meetings, negotiations or hearings are to be scheduled which involve the presence of Local representatives, the Township will make a reasonable effort to schedule the meeting, negotiation or hearing at a mutually convenient time, provided that the scheduling does not involve any violation of legal requirements with respect to the scheduling.

29.4: Members of the Willingboro Fire Department elected to the position of Shop Steward or an Executive Board level position shall be allowed to conduct Union business while on duty so long as those duties do not interfere with the normal operations of the department. With that, members elected to the position of Shop Steward or an Executive Board level position will also be allowed to attend monthly business meetings of the Burlington County Professional Fire Fighters Association while on duty, provided that their attendance does not affect minimum staffing levels in the fire station. It is also understood that Shop Steward or an Executive board member can only attend one (1) meeting per month and the employee will remain responsible for all of his/her regular duty assignments.

ARTICLE XXX: PAYROLL DEDUCTION OF LOCAL DUES

30.1: The Township agrees to deduct dues of members of the Local from the wages due to those employees in accordance with an authorization signed by each individual employee and provided to the Township Treasurer. Thereafter, any changes in the dues, fee and assessments payable by employees to the Local shall be provided, in writing, to the Township by the President of the Local which shall set forth the amount of the dues, fees and/or assessments to be deducted. The Township shall be under no obligation with respect to any change in the amount of the dues to be deducted until the first payroll occurring fifteen (15) days after the written notification is provided to the Township Treasurer.

30.2: Representation Fee in Lieu of Dues: The Township agrees, in accordance with the provisions of law, to deduct from the wages due to non-member employees included within the bargaining unit, a representation fee in lieu of dues for services rendered by the Local, in an amount equivalent to eighty-five (85%) percent of the regular membership dues, initiation fees and assessments charged by the Local to its own members. The Local shall provide the Township Treasurer, in writing, with the amount of the representation fee and any changes thereto.

ARTICLE XXXI: EDUCATIONAL PAYMENTS

31.1: It is the policy of the Township to encourage employees to engage in educational programs in order that services rendered to the Township will be more efficient and effective. Employees are encouraged to continue their formal education through participation in off-duty and non-working hours educational programs that lead to certification or a degree. The Township may reimburse employees for educational expenses incurred by such participation for job related courses with prior approval of the Township Manager, provided funds have been budgeted for such reimbursement and the courses are taken at an accredited technical school, college or university. Approvals for such reimbursement are on a first come, first approved basis. The total number of courses approved for reimbursement is limited to the amount provided in the Township's annual budget. Tuition, fees and expenses may be reimbursed in whole or in part while the employee is in a paid status with the Township.

ARTICLE XXXIII: TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2004 through December 31, 2006, and for succeeding periods of twelve (12) months unless either party shall notify the other in writing 90 days prior to the expiration of this Agreement of its desire to negotiate a new contract.

IN WITNESS WHEREOF, the Township and the Local have caused this Agreement to be executed by their proper officials.

ATTEST:

TOWNSHIP OF WILLINGBORO

Marie Annese
Township Clerk

By _____
Eddie Campbell jr.
Mayor

ATTEST:

**BURLINGTON COUNTY PROFESSIONAL
FIREFIGHTERS ASSOCIATION, IAFF Local 3091**

Marc Friddell
Shop Steward, Willingboro Firefighters

By _____
Robert L. King
President, Local 3091

APPENDIX A: UNIFORM ALLOWANCE

- (5) – Long sleeve Nomex uniform shirts (Using current replacement schedule)
- (5) – Short sleeve Nomex uniform shirts (Using current replacement schedule)
- (5) – Nomex uniform pants (Using current replacement schedule)
- (2) – Job shirts
- (5) – T- shirts
- (1) – Badge
- (1) – Winter coat
- (1) – Flash light (upon request)
- (1) – Duty belt (upon request)
- (1) – Pair Boots (safety uniform shoe)
- (1) – Belt
- (1) - Complete Class A uniform
- (1) – Complete set of NFPA approved Turn-Out Gear
- (3) – Polo Staff Shirts