

AGREEMENT

Between

THE TOWNSHIP OF PENNSAUKEN

And

**PENNSAUKEN FIREMEN'S MUTUAL
BENEVOLENT ASSOCIATION**

F.M.B.A.,

LOCAL 64

2019-2023

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PREAMBLE

THIS AGREEMENT, entered into this the day of , 2018 by and between the TOWNSHIP OF PENNSAUKEN, in the County of Camden, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township", and the Pennsauken Firemen's Mutual Benevolent Association, F.M.B.A., Local 64, hereinafter called the "F.M.B.A.", represents the complete and final understanding on all bargainable issues between the Township and the F.M.B.A..

ARTICLE I

RECOGNITION

- A. The Township hereby recognizes the F.M.B.A. as the sole and exclusive collective negotiating agent and representative for all fulltime employees of the Township of Pennsauken Fire Department as per Public Employment Relations Commission R.O. # 95-12.
- B. The title “employee” shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II

MANAGEMENT RESPONSIBILITY

- A. The Township of Pennsauken hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement 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:
- 1.) The executive management and administrative control of the Township Government and its properties and facilities and activities of its Firefighters utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
 - 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 Firefighters needed for any particular time and to be in sole charge of the quality and quantity of the 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 Career Firefighters.
 - 4.) To hire all Firefighters to promote, transfer, assign or retain in positions within the Township.
 - 5.) To suspend, demote, discharge or take any other appropriate disciplinary action against any Firefighter for good and just cause according to law.
 - 6.) To layoff Firefighters in the event of lack of funds under conditions where continuation of such work would be inefficient and non-productive.
 - 7.) The Township reserves the right with regard to all conditions

of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Fire Department.

8.) The Union understands that the Township's responsibility to provide effective fire protection and budget management may require the use of part time firefighters, thus the Township reserves the right to hire up to twelve (12) part time firefighters to fill vacancies. These part time firefighters will have the right of refusal to the first thirty-six (36) hours. After the fulfillment of the first thirty-six (36) hour requirement, the following protocol will be followed: When an overtime shift is needed, a firefighter on Kelly time shall be the first person called to fill the overtime shift. If the firefighter on Kelly time is unable to fill the overtime need, thereafter the overtime list of career firefighters will be used. If the career firefighter list is exhausted, then the part time firefighter shall be used to fill the overtime shift needed.

- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms thereof are in conformance with the Constitution and laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R. 40A:1-1 et seq. or any other National, State, County or local laws or regulations.

ARTICLE III

RULES AND REGULATIONS

Proposed new rules and regulations or modifications of existing rules, orders, procedures or policies governing negotiable working conditions addressed within this contract, shall be negotiated with a majority representative before they are established.

ARTICLE IV

NON-DISCRIMINATION

- A. The Township and the F.M.B.A. agree that there shall be no discrimination against any Firefighter because of race, creed, color, religion, sex, national origin, age or political affiliation.
- B. The Township and the F.M.B.A. agree that all Firefighters 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 Township or the F.M.B.A. against any Firefighters because of the Firefighters membership or non-membership or activity or non-activity in any such organization.

ARTICLE V

MAINTENANCE OF WORK OPERATIONS

- A. The F.M.B.A. hereby covenants and agrees that during the term of this Agreement, neither the F.M.B.A. nor any person acting in its behalf will cause, (i.e., the concerted failure to report, for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other illegal job action against the Township. The F.M.B.A. agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, slow-down, walk-out, or other job action, it is covenanted and agreed that participation in any such activity by any F.M.B.A. member shall entitle the Township to consider such activity grounds for termination of employment of such Firefighter or group of such.
- C. The F.M.B.A. agrees that it will make every reasonable effort to prevent its members from participating in any strike, work-stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Township and that the F.M.B.A. will publicly disavow each action and order all such members who participate in such activity to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the F.M.B.A. order.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the F.M.B.A. or its members.

ARTICLE VI

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible, an equitable solution to the problems, which may arise effecting the terms and conditions or employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any Firefighter having a grievance to discuss the matter informally with any appropriate member of the Department.
- C. The term "grievance" as used herein means an appeal by an individual Firefighter or the F.M.B.A. on behalf of an individual Firefighter or a group of Firefighters from the interpretation, application or violation of terms and conditions of this Agreement.

No grievance may proceed beyond Step # 1 herein unless it constitutes a controversy arising over the interpretation, application or violation of terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step # 1.

Nothing herein shall be interpreted as intending to remove from arbitration disputed disciplinary actions, which are mandatorily arbitral pursuant to law.

- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any Step is waived by mutual consent.

STEP ONE: The aggrieved or the F.M.B.A. shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved Firefighter and the immediate career supervisor for the purpose of resolving the matter informally. Failure to act within said ten (10)

calendar days shall be deemed to constitute an abandonment of the grievance.

STEP TWO: If no agreement can be reached orally within five (5) calendar days of the initial discussion with the immediate career supervisor, the Firefighter or the F.M.B.A. may present the grievance in writing within five (5) calendar days thereafter to the Chief of the Fire Department or his designated representative. The grievance, if presented by the F.M.B.A., shall have the written acknowledgement of the Firefighter to the F.M.B.A. at the time of filing the grievance with the Chief of the Fire Department. Such acknowledgement will be retained by the F.M.B.A. until requested by the Township Administrator upon reaching Step Three. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of this contract violated and the remedy requested by the grievant. The Chief of the Fire Department or his designated representative will answer the grievance in writing within five (5) calendar days of receipt of the written grievance.

STEP THREE: If the F.M.B.A. wishes to appeal the decision of the Chief of the Fire Department, such an appeal shall be presented in writing to the Township Administrator within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. Failure to provide the written grievance and answer as required in Step Two, to the Township Administrator within the time prescribed above, shall constitute an abandonment of the grievance. The Township Administrator shall respond in writing to the grievance within fifteen (15) calendar days of the submission.

STEP FOUR: If the F.M.B.A. wishes to appeal the decision of the Township Administrator, such an appeal shall be presented in writing to the Township Committee within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. Failure to provide the written grievance and answer as required in Steps Two and Three, to the Township Committee, within the time prescribed above, shall constitute an abandonment of the grievance. The Township Committee shall respond in writing to the grievance within thirty (30) calendar days of submission.

STEP FIVE: In the, even the grievance has not been resolved in or at Step Four, the matter may be referred to binding arbitration as hereinafter provided. In the event that the Township or the F.M.B.A. desires to submit a grievance to arbitration, the following procedure shall be followed:

- a.) The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party(ies) within ten (10) working days following receipt of the Township Committee's determination. The only issue, which may be submitted to arbitration, is the grievance presented to the Township Committee in **Step Four**. The notice of intent to arbitrate shall contain the statement of the issue, which shall not expand or otherwise modify the issue considered in **Step Four**.
- b.) The party demanding arbitration shall request Public Employment Relations Commission (P.E.R.C.) to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the Rules and Regulations of P.E.R.C.
- c.) The costs of the services of the arbitrator shall be borne equally by the Township and the F.M.B.A.
- d.) The decision of the arbitrator shall be in writing and shall include the reasons for such decision.
- e.) The decision of the arbitrator shall be final and binding upon the Township and the F.M.B.A.
- f.) The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
- g.) The arbitrator shall be bound by the provisions of this Agreement and the Constitution and the laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

- E. Upon prior notice to and authorization of the Chief of the Fire Department, the designated F.M.B.A. representative shall be permitted as members of the Grievance Committee to confer with the Firefighters and the Township on specific grievance in accordance with the grievance procedure set forth herein during work hours of the Firefighters, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township of Pennsauken or require the recall of off-duty Firefighters.
- F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.
- G. Firefighters covered by this Agreement shall have the right to process their own grievance without representation by the F.M.B.A. or other counsel.
- H. In the event the aggrieved elects to pursue remedies available through Department of Personnel, the grievance shall be cancelled and the matter withdrawn from the procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Township Committee on the grievance. In the event the grievant pursues his remedies through the Department of Personnel the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the F.M.B.A.

ARTICLE VII

DUES DEDUCTION AND AGENCY SHOP

- A. The Township agrees to deduct from the salaries of its employees subject to this Agreement, dues for the F.M.B.A. Such deductions shall be made in compliance with Chapter 123, Public Laws 1974, N.J.S.A. (R.S.) 52:14-15.9e as amended.
- B. A check-off shall commence for each employee who signs a properly dated authorization card supplied by the F.M.B.A. and verified by the Municipal Finance Officer during the month following the filing of such card with the Township.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the F.M.B.A. shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorization cards from its members showing authorized deduction for each employee, or an official notification on the letterhead of the F.M.B.A. and signed by the President of the F.M.B.A. advising of such changed deduction.
- D. The F.M.B.A. will provide the necessary "check-off authorization" form and the F.M.B.A. will secure the signatures of its members on the forms and deliver the signed forms to the Municipal Finance Officer.
- E. Any such written authorization may be withdrawn at any time by the filing of such withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.93, as amended.
- F. The township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the F.M.B.A. and transmit that fee to the majority representative.
- G. The deduction shall commence for each employee who elects not to become a member of the F.M.B.A. during the month following written notice from the F.M.B.A. of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must be furnished to the New Jersey Public Employment Relations Commission.

- H. The fair share fee for services rendered by the F.M.B.A. shall be in an amount equal to the regular membership dues, initiation fees and assessment of the F.M.B.A., less the cost of benefits financed through the dues and available only to members of the F.M.B.A., but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessment.
- I. 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 it is necessary for the F.M.B.A. 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 Township.
- J. Prior to January 1st and July 31st each year, the F.M.B.A. shall provide advance written notice to the Public Employment Relations Commission, the Township, and to all employees within the unit, the information necessary to complete the fair share fee for services enumerated above, if necessary.
- K. The F.M.B.A. shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the F.M.B.A. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.
- L. The F.M.B.A. shall indemnify, defend and save the Township 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 Township in reliance upon official notification on the letterhead of the F.M.B.A. and signed by the President of the F.M.B.A. advising of such changed deduction.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

- A. The regular work week for all Career Firefighters shall be as listed below:
- 1.) The hours for all Career Firefighters assigned to a twenty-four (24) hour work schedule shall be as follows:
 - a. Each Firefighter will be scheduled to work three (3) twenty-four hour tours of duty within a nine (9) day work cycle. It is mutually agreed that the schedule of work day assignments shall provide each Firefighter with the following pattern of tours of duty: One (1) twenty-four-hour tour of duty; followed by one (1) twenty-four-hour day off period; followed by a second twenty-four-hour tour of duty; followed by a second twenty-four-hour day off period; followed by a third twenty-four-hour tour of duty; followed by four, twenty-four hour days off period. It is mutually understood that the Fair Labor Standards Act required employers to pay overtime compensation to employees in fire suppression service when more than two hundred and four (204) hours are worked within a twenty-seven (27) day work period. To avoid such overtime mandate, the parties further agree that the Fire Chief or his designee will schedule a Firefighter to a tour of duty consisting of a twelve (12) hour day instead of twenty-four (24) hour day during each twenty-seven (27) day work cycle called Kelly Time, as defined below:
 - i. “Kelly Time”: For purposes of this Agreement, it is mutually understood that the stated tour of duty of two hundred sixteen (216) hours every twenty-seven (27) day period shall be reduced twelve (12) hours to comply with the Fair Labor Standards Act maximum of two hundred four (204) hours which will be referred to as “Kelly Time”. It will be calculated at twelve (12) hours per twenty-seven (27) day cycle. Kelly Time should be scheduled in the latter part of each cycle or sooner, as dictated by platoon staffing needs.

- b. All career Firefighters whose employment is subject to the terms and conditions of this Agreement shall be assigned to work by the Fire Chief in accordance with the provisions of this Article.
- B. The Fire Chief, in his or her discretion, shall schedule the workdays of each Career Firefighter in accordance with the workweek set forth in Article VIII, Section A.1. a. or b. above giving as much regard as possible for the preference of the Senior Career Firefighter.
 - a. Seniority shall be determined by ranking Career Firefighter according to their length of service as a Career Firefighter with the Township of Pennsauken.
 - b. Ranking shall begin with the most senior Career Firefighter being the Career Firefighter with the most accumulated time on rank as a Career Firefighter in the Pennsauken Fire Department and then descending in order to the next senior Career Firefighter and so on. When more than one (1) Career Firefighter is hired the same day, then ranking shall be determined by the Career Firefighter standing on the Civil Service Commission hiring list at time of employment.
 - c. If all vacancies for a particular shift are filled, then the Firefighter's next alternative selection of shift shall begin.
- C. All shift and overtime assignments shall be made by the Fire Chief giving as much regard as possible for the preference of the senior Firefighter. However, the parties recognize that the Fire Chief in making such assignments must be given discretion to assure adequate protection of the Township of Pennsauken and its residents. The Fire Chief shall not exercise this necessary discretion for any arbitrary or capricious reasons. Assignments in the scheduling of work shall be made in accordance with seniority except where the Fire Chief determines that a deviation from seniority is necessary to insure the maximum effectiveness of the Fire Department.
 - a. Changes shall not be made in any manner which is arbitrary or capricious. All shift assignments shall be reviewed in not less than an annual basis to insure the maximum effectiveness of the Fire Department. Any transfer requests shall be made no later

than January 2nd of each year with the transfers happening the first Monday of February each year. Any Firefighter who desires to be transferred to another shift and is aware of a vacancy in that or another Firefighter willing to be reciprocally transferred, shall have the right to make a request through the chain of command to the Firefighter and such transfer request shall not be unreasonably denied.

- D. Overtime shall be defined as all work performed in excess of the hours permitted under the Fair Labor Standards Act workweek or as determined by existing contractual agreement. Overtime shall be paid at one and one half (1 ½) times the employees straight time hourly rate.
- E. Overtime shall be paid at one and one half (1 ½) times the Firefighters straight time rate for all hours worked in excess of the Firefighters regular tour of duty worked during the twenty-seven (27) day work cycle. When paying overtime, the Firefighter will be paid his/her straight time, during his regular pay period with the additional half time being paid during the first pay period at the conclusion of the twenty-seven (27) day work period.
- F. For purposes of this Article, hours worked shall include actual time worked. (excludes vacation, personal and sick time)
- G. If a Firefighter is recalled to duty for an emergency situation as declared by the Mayor, Public Safety Director, Fire Chief, Deputy Fire Chief or Battalion Fire Chief the Firefighter shall be entitled to receive overtime pay for all hours worked during said recall calculated at one and one half (1 ½) times the Firefighters straight time rate with a minimum of two (2) hours at the overtime rate.
- H. Overtime hours shall be computed in fifteen (15) minute increments. Any minute of overtime worked up to and including the first fifteen (15) minutes shall be counted as fifteen (15) minutes in computing overtime hours. Minutes worked in excess of fifteen (15) minutes shall be calculated to the nearest fifteen (15) minute interval. For example; if a Firefighter works sixteen (16) minutes of overtime he will be paid for fifteen (15) minutes of overtime and if he works twenty-three (23) minutes of overtime he will be paid thirty (30) minutes of overtime.

- I. It is understood that from time to time Firefighters will participate in after shift activities in accordance with Pennsauken Fire Department Standard Operating Procedure (SOP) 125. During those times the Township agrees to exchange hours with the firefighters, for time spent performing their after shift activities, within thirty (30) days of activities.
- J. It is understood by the employee that the fire department communication is occasionally transmitted to essential employees that are public safety officials, communication from the fire department to the Firefighter/Fire Officer and from the Firefighter/Fire Officer to the Fire Department, communication that is considered pertinent and related to the employment of a Firefighter. It is understood that as a sworn public safety official, that all fire department personnel are required to read and respond to the irregular occurrence of fire department communications while off duty as the communication relates to welfare, safety and awareness of the Firefighter/Fire Officer. Furthermore, it is understood that the nature of this type of communication will consume a minimum of one minute, no longer than three minutes for the Firefighter/Fire Officer to engage in record keeping as it applies to this form of fire department communication, and said irregular and short periods of time spent by the Firefighter/Fire Officer are considered “de minimis” and therefore non-compensable in accordance with :29 C.F.R. 785.47. This type of communication includes but is not limited to overtime hiring, situational awareness messages requiring a confirmation, reporting for duty notifications.

ARTICLE IX

NEGOTIATIONS

- A. Those Firefighters who are members of the bargaining team in regard to negotiations shall be reassigned to negotiations on Monday thru Friday 8:00 A.M. to 5:00 P.M. In the event a negotiating session goes beyond 5:00 P.M., the Township shall have no obligation to pay members of the bargaining team for that additional time.

ARTICLE X

SALARIES

- B. All bargaining unit members employed as Firefighters or Fire Inspectors will remain on the current step structure and advance through each step of the salary guide per the past practice established between the parties (either January 1 or anniversary date) as applicable to each individual bargaining unit member. These members shall have their salaries increased by 2.5% effective January 1, 2019; 2.25% effective January 1, 2020; 2.25% effective January 1, 2021; 2.25% effective January 1, 2022; and 2.5% effective January 1, 2023.

BASE SALARY

	2019	2020	2021	2022	2023
Step 1	41,712	42,651	43,611	44,592	45,707
Step 2	45,712	46,741	47,793	48,868	50,090
Step 3	49,713	50,832	51,976	53,145	54,474
Step 4	53,712	54,921	56,157	57,421	58,857
Step 5	60,031	61,382	62,763	64,175	65,779
Step 6	65,917	67,400	68,917	70,468	72,230
Step 7	71,508	73,117	74,762	76,444	78,355
Step 8	76,217	77,932	79,685	81,478	83,515
Step 9	81,513	83,347	85,222	87,139	89,318
Step 10	87,950	89,929	91,952	94,021	96,372

- C. In the event that a Firefighter Officer is absent from work, his/her temporary replacement, as assigned by the Fire Chief, will receive a stipend of \$50.00 for each day of work in addition to the replacement's ordinary and regular salary.
- D. The foregoing annual salaries shall be paid in equal installments on every Thursday after 3:00 P.M. throughout the year. When a payday falls on a holiday, the salary shall be paid on the proceeding day. In the event paychecks are not available on Thursday due to circumstances beyond the control of the Township, the Township shall notify the highest ranking career Firefighter in attendance as soon as possible.

- A. Payment of vacation time in advance may be made on the scheduled payday prior to the vacation period upon written notice of at least one (1) week to the Treasurer.
- B. Other contractual agreements related to fringe benefits directly affecting compensation of Firefighters and employees shall remain in force as adopted by the Township.
- C. Rates of pay shall be paid retroactively to the commencing date of the salary schedule, or the date of hire, if subsequent to that date.
- D. In the event that a Fire Official is absent from work due to an illness, injury or military leave that prohibits him/her from performing their duties as a Fire Official for thirty (30) consecutive days, his/her temporary replacement(s), as assigned by the Fire Chief, will receive an increase in their hourly rate of pay equal to the difference between the highest rate of pay for a Fire Official and the highest rate of pay for a Firefighter, per the FMBA Contract. The replacement(s) will be eligible for this hourly rate of pay differential retroactive to the first day the Fire Official is absent from work.

In order for this Section G to be applicable and entitle a temporary replacement to receive the differential in their hourly rate of pay, in accordance with the first paragraph of this section F, the Fire Officials' absence from work must be precipitated by his/her own illness or injury and not by the taking of time off for any other reason including vacation, holidays, personal days, union business, training or seminars.

In the event that a Fire Official has exhausted his/her accumulated sick time, vacation holidays and personal days are acceptable for use in conjunction with illness or injury for a firefighter to receive the hourly rate of pay differential under this Article.

- E. In the event that a Fire Lieutenant is absent from work, his/her temporary replacement, as assigned by the Fire Chief, will receive a stipend prorated at \$ 50.00 for each 24-hour work day in addition to the replacement's ordinary and regular salary.

- F. Any firefighter assigned to the fire investigation rotation (on stand-by) will receive \$100 per week for set assignment. If during the stand-by tour of duty a member is called in for duty and paid overtime, the Township will be credited the stipend amount against the overtime earned.

ARTICLE XI-**DELETED**

LONGEVITY

ARTICLE XII

HOLIDAYS

- A. The recognized holidays for 2014 shall remain unchanged from the previous contract. Thereafter, the following days shall be recognized as holidays:

- 1.) New Year's Day
- 2.) Martin Luther King Day
- 3.) President's Day
- 4.) Good Friday
- 5.) Memorial Day
- 6.) July 4
- 7.) Labor Day
- 8.) Columbus Day
- 9.) General Election Day
- 10.) Veteran's Day
- 11.) Thanksgiving Day
- 12.) Friday after Thanksgiving
- 13.) Christmas Day
- 14.) Day after Christmas Day

- B. Each Firefighter who works on a recognized holiday shall be paid time and one half for every hour worked. This payment will occur in the first pay period after the Holiday is worked. If a Firefighter is scheduled off on any recognized holiday, the Firefighter, already off, shall receive no additional compensation or day off. Each Firefighter shall receive three (3) twenty-four (24) hour working day's leave of absence. The seventy-two (72) hours shall be known as Personal Hours/Time and shall be treated the same as vacation time.
- C. Each Firefighter may take such Personal Hours/Time at a time convenient to the Township and with the approval of the members of the governing body in charge of the Fire Department. These personal hours/time will be able to be carried over to the following years.

- D. All additional holidays declared by the Mayor for Township employees during the duration of this agreement shall be declared for the Firefighters when given to Township employees. The use of such holidays shall be subject to availability of manpower. "Additional Holidays" shall not include the emergency closing of Township offices. (i.e. snow days).

ARTICLE XIII

ANNUAL VACATION LEAVE

- A. Annual vacation leave of absence shall be granted to each Firefighter/Fire Inspector as follows:

Starting to the end of the 1 st year	144 hours
Start of the 2 nd year to the end of the 4 th year	192 hours
Start of the 5 th year to the end of the 9 th year	216 hours
Start of the 10 th year to the end of the 14 th year	240 hours
Start of the 15 th year to the end of the 19 th year	264 hours
Start of the 20 th year	288 hours

- B. These vacation hours will be able to be carried over to the following year.
- C. If an employee terminates his employment with the Township, or his employment is terminated by the Township, he shall be entitled to receive vacation and/or vacation pay on a pro-rated basis.

ARTICLE XIV

SICK LEAVE WITH PAY

- A. All permanent fulltime Firefighters covered by this Agreement shall be granted sick leave with pay in the amount of twelve (12) working hours per month of service not to exceed one hundred twenty (120) hours per year during the remainder of the first calendar year of service and one hundred forty-four (144) hours in every calendar year thereafter.
- B. Any amount of sick leave not used in any calendar year shall be accumulated to the Firefighter's credit from year to year to be used if and when needed for such purpose.
- C. Sick leave is hereby defined as an absence from post duty of a Firefighter because of illness, accident, and exposure to contagious disease, attendance upon a member of the Firefighter's immediate family seriously ill and requiring the care or attendance of such Firefighter, or absence caused by death in the immediate family of such Firefighter.
- D. Immediate family, for the purpose of the use of sick leave shall mean mother, father, sister, brother, spouse or child.
- E. Any Firefighter who shall be absent from work for five (5) or more consecutive working days for sick leave shall be required to submit acceptable medical evidence substantiating the illness.
- F. A Firefighter Career Supervisor, at his or her discretion and at any time, may require the Firefighter to submit acceptable medical evidence of proof of illness or may require the Firefighter to undergo a physical examination, whenever such a requirement appears reasonable to the supervisor.
- G. In order to receive compensation while absent on sick leave, a Firefighter shall report his or her absence at least one (1) hour prior to the start of his or her shift, where possible, except where emergency circumstances prevent the Firefighter from doing so. In those

circumstances the Firefighter shall report his or her absence as promptly as possible. Where it is not possible to report the absence at least one (1) hour prior to the start of the shift, the Firefighter shall report his or her absence at some point in time prior to the start of the shift. Failure to notify may be cause of denial of the use of sick leave for that absence, and constitute cause for disciplinary action.

- H. Absence without notification for five (5) consecutive days working shall constitute a resignation as per Title 11.
- I. Abuse of sick time shall be cause for disciplinary action and may cause justifiable cause for dismissal.

ARTICLE XV

INJURY LEAVE

- A. In the event a Firefighter becomes disabled by reason of a work related injury or illness and is unable to perform his/her duties, then in addition to any sick leave benefits otherwise provided for herein, he/she shall be entitled to pay differential, with the Township paying the difference between State mandated Workers' Compensation pay, for the following time periods:

1st thirty (30) working days – Full Pay

2nd thirty (30) working days - 80% of Full pay

3rd thirty (30) working days - 70% of Full pay

4th thirty (30) working days - State Workers Compensation pay only

At the conclusion of the 4th thirty (30) working day time period, it is expected that the Firefighter return to full-time status. However, we recognize that an employee's return to work is subject to their ability to perform the essential functions of the job.

- B. Any Firefighter who is injured, whether slight or severe, while working must make immediate report of the injury prior to the end of shift thereof to the immediate career supervisor. Failure to do so may result in the failure of the Firefighter to receive compensation under this Article.
- C. The Firefighter shall be required to present evidence by a certificate from a duly authorized physician that he is unable to work, and the Township may reasonably require the Firefighter to receive compensation under this Article.
- D. If the Township does not accept the certificate of the physician, the Township shall have the right, at its own cost, to require the Firefighter to obtain a physical examination and certification of fitness by a physician appointed by the Township.
- E. In the event the Township physician certifies the Firefighter fit to return to duty, injury leave benefits granted under this Article shall be terminated.

- F. In the event any Firefighter is granted said injury leave, the Township's sole obligation shall be to pay the Firefighter the difference between his regular pay and any compensation, disability or other payments received from other sources paid for by the Township. At the Township's option, the Firefighter shall either surrender and deliver any compensation disability or other payments to the Township and receive his entire salary, or the Township shall only pay the difference.
- G. If the Township can prove that a Firefighter has abused his privileges under this Article, the Firefighter will be subject to disciplinary action by the Township, up to and including termination.
- H. Cardiac failure on the job or cardiac failure off the job which occurs four hours before or after the Firefighter's last hour worked, shall be construed as occurring on the job for any purpose including compensation. Any Firefighter who suffers cardiac failure regardless of when it occurs, shall be entitled to one year off with full pay. All compensation checks realized by the Firefighter during such time as the Firefighter is receiving full salary from the Township shall be endorsed over to the Township. The Township's maximum liability under this Section shall be one (1) year's salary. However, in no event shall a Firefighter be entitled to any Workers' Compensation from any source other than the Township's Workers' Compensation Insurance Company. Any decision by the Workers' Compensation court, or, if an Appeal, the Appeals court, shall be binding on both the Township and the Firefighter.

ARTICLE XVI

FUNERAL LEAVE

- A. In the event of death in the Firefighter's immediate family, the Firefighter shall be granted time off without loss of pay from the day after death, but in no event shall said leave exceed five (5) calendar days.
- B. The "immediate family" shall include husband, wife, child, mother, father, brother, sister, mother-in-law, father-in-law, or any family member residing in the Firefighter's home.
- C. Three (3) *calendar* day's leave without loss of pay from day of death or day of funeral shall be granted for the following relatives: brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild and grandparents.

ARTICLE XVII

MILITARY LEAVE

- A. Firefighters who are members of the National Guard or Naval Militia of this State or the military or naval forces of the United States who are required to undergo field training therein, shall be entitled to an additional leave of absence with pay for the period of such field training. Any Firefighter called to extended active service with the Armed Services of the United States, shall be placed upon leave of absence without pay for the period of his service.
- B. Any Firefighter entering extended active military service with the Armed Services of the United States shall be granted one (1) month's salary in the form of military leave with pay. Such Firefighter shall be granted military leave without pay for the balance of his active military service and to include New Jersey National Guard and/or New Jersey Naval Militia.
- C. Earned and unused annual vacation leave of absence may be used by the Firefighter before military leave without pay becomes effective.

ARTICLE XVIII

SPECIAL LEAVE WITH PAY

- A. Subject to the approval of the members of the governing body, or the head of the department, Firefighters who are appointed or elected to an executive position in a bona fide service organization shall be granted administrative leave of absence without loss of pay to attend regular organized local, state or national meetings of the Firefighters Mutual Benevolent Association (F.M.B.A.) at the sole discretion of the governing body or the head of the department. The criterion to be used for refusing such leave is available manpower. Additional Firefighters may also be granted administrative leave of absence without loss of pay to attend such meetings, at the sole discretion of the member of the governing body or the head of the department.
- B. Firefighters notified for a scheduled Civil Service examination shall be granted administrative leave of absence without loss of pay covering the period required for such examination, including travel time, unless the examination falls on his regular scheduled day off.
- C. All special administrative leaves of absences granted under this section shall be recorded and reported to the Chief of the Fire Department and cosigned by the Township Administrator as the representative of the governing body of the Township.
- D. Emergency leaves of absences granted Firefighters by the Chief of the Fire Department, or in his absence and if unavailable, the next most senior officer in the chain of command who is available. Such leaves of absences shall be granted only upon submission of ample proof, which substantiates the nature of the emergency.

ARTICLE XIX

LEAVE OF ABSENCE WITHOUT PAY

- A. The member of the governing body at the head of said department may grant a leave of absence without pay to any Firefighter upon presentation of satisfactory reasons. Said leave shall not exceed an initial period of six (6) months.
- B. Such leave of absence may be extended by the Head of the Department for a period not to exceed an additional six (6) months.
- C. In the event a Firefighter/Inspector is granted a leave of absence without pay, the employee shall have all paid leave time prorated for the same time period .

ARTICLE XX

HOSPITALIZATION AND MEDICAL-SURGICAL INSURANCE

- A. The Township shall continue to provide each firefighter and his/her family health and prescription benefits in accordance with the terms of the Horizon Blue Cross and Blue Shield High Deductible (High Deductible Plan) as exists at the time signing of this contract, with the design and benefits attached to this contract as "Exhibit A". This plan shall be paid for by the Township, subject to the provisions of this article.
- B. All active unit employees who have not withdrawn from the Township's health insurance program, shall contribute towards the cost of health insurance by paying one and one-half percent (1.5%) of their base salary, per Chapter 2, P.L. 2010 on a pre-tax basis, pursuant to an IRS Section 125, salary reduction premium-only plan, in accordance with the Township's regular payroll practices
- C. Each firefighter and his/her family shall receive Dental and Eye Glass Program, the cost of which shall be borne by the Township of Pennsauken, subject to the provisions of this Article.
- D. Current and future employees who retire shall continue to be subject to the High Deductible Plan in retirement. However, a portion of the stated maximum out-of-pocket expense of \$3000 for an individual and \$6000 for a family will be paid by the Township. The Township will annually reimburse the retiree up to two thousand two hundred and fifty (\$2,250) dollars for an individual coverage and four thousand five hundred (\$4,500) dollars for family, husband and wife or parent child coverage.
- E. Retirees are subject to this agreement will be provided with pre-funded cards by the Township under a Health Reimbursement Account (HRA) plan, for use to pay out-of-pocket expenses subject to the limits in paragraph D. Unused benefits will revert back to the Township at year end.

- F. The Township will also provide current active firefighter access to a Health Savings Account (HSA) plan in accordance with IRS regulations, to allow each firefighter to set aside money pre-tax for payment of deductibles and co-insurance amounts. In the event that an employee resigns or is terminated, he or she shall be required to reimburse the Township for any prefunded balance associated with the account. No credit shall be granted to bargaining unit members for their statutory required premium contributions under Chapter 2, P.L. 2010 toward the voluntary HSA program.
- G. Current active employees who retire after this Agreement is signed who had more than twenty (20) years of service prior to June 28, 2011 will be subject to the same provisions stated in Paragraph D and E of this Article. Current active employees who retire and did not have more than twenty (20) years of service prior to June 28, 2011 will pay one and one half (1.5%) percent of their pension allowance to the Township and will also be subject to Paragraphs D and E of this Article.
- H. Each firefighter will have the right to choose his or her own medical facility for emergency treatment if injured while on duty. Thereafter, workman's compensation law shall determine course of treatment.
- I. The Township shall provide a New Jersey Statute Temporary Disability Plan.
- J. Pursuant to Public Law 2011, Chapter 78, the Township has established a Flexible Spending Account (FSA) to permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical and dental expenses not otherwise covered by their health benefits plan, pursuant to Section 125 of the Internal Revenue Code (IRC) 26. U.S.C. Section 125.

ARTICLE XXI

PHYSICAL EXAMINATIONS

- A. The Township strongly recommends and encourages each Firefighter to obtain a complete physical examination each year, which would be provided by and paid through the Township's Health Insurance Program. If physical examinations are not available through the Township's health insurance carrier, the Township will be responsible for the associated cost of said examinations.

ARTICLE XXII

EDUCATIONAL BENEFITS

- A. The Township shall agree to establish uniform procedures for assisting firefighters to attend college or other schools to increase their efficiency and effectiveness as firefighter officers.
- B. Upon the signing of this agreement, the Township will agree to increase the officer's salary upon achievement of the following degrees.:

Doctorate Degree (PhD): \$2000 per year

Master's Degree: \$1500 per year

Bachelor's Degree: \$1000 per year

There will be no retroactive payments under this article.

ARTICLE XXIII

MILEAGE

- A. In the event a Firefighter is required to use his personal vehicle in connection with Township business, he shall be reimbursed for mileage at the rate which complies with the yearly IRS standard. Mileage will not be allowed for any and all trips which involve attending state monthly meetings and/or conventions.
- B. The Township, in its sole discretion, may unilaterally increase the mileage reimbursement.

ARTICLE XXIV-DELETED

SEVERANCE PAY

ARTICLE XXV

RETIREMENT

- A. Firefighters shall retain all pension rights available to them under applicable laws of the State of New Jersey and ordinances of the Township of Pennsauken. The employee and his family shall be covered by medical benefits equal to those of active Firefighters (under Article XX Hospitalization and Medical-Surgical Insurance), which cost of such hospitalization and medical programs, shall be paid for by the Township of Pennsauken until the said Firefighter reaches the age of sixty-five (65) years. "A Firefighter is eligible for retirement benefits under this Article so long as he is eligible to retirement and/or disability pursuant to the Police and Firemen's Retirement System or Public Employees Retirement System.
- 1.) In addition, thereto, upon retirement, all bargaining unit members employed as Firefighters as of January 1, 2014 shall be paid at his/her salary rate for all accumulated vacation hours up to a cap of \$25,000.00 as of the date of retirement. Upon disability which causes termination of employment, the Firefighter shall be paid at his/her salary rate for all accumulated vacation hours due said Firefighter as of the date of termination up to a cap of \$25,000.00. For all bargaining unit members hired after January 1, 2014, the cap for the aforementioned payment of accumulated vacation hours is \$15,000.00.
- B. Upon reaching the age of sixty-five (65) years and until death of the Firefighter, the Township agrees to provide the Firefighter and his family, who has some medical benefits supplemental coverage to ensure the Firefighter benefits equal to those of active Firefighter under Article XX, Section A, also to include Prescription Plan, Hospitalization and Medical-Surgical Insurance. Eyeglass and Dental coverage will be at the option of the Township.
- C. This Article shall apply to former Ambulance Drivers who were members of F.M.B.A. Local 64 under previous contracts and who retired from service while members of F.M.B.A. Local 64 during the period of time that the contract between F.M.B.A. Local 64 and the Township covered Ambulance Drivers.

- D. Any changes to this Article (XXV) must be approved by those affected by it, both active and retired.

ARTICLE XXVI

UNIFORM ALLOWANCE

- A. Once a year, at a time to be determined by the Chief of the Fire Department, each Firefighter/Fire Inspector will be given the opportunity to purchase the proper uniform equipment needed for that year at a cost of nine hundred dollars (\$900) . This money will be available for each year of this contract. Such purchases shall be ordered and obtained expeditiously. In addition, if during the course of the year, a portion of the uniform is damaged while carrying out official duties, the Firefighter involved shall report it, and an inspection will be made and the new item ordered and obtained if required.
- B. All Firefighters will be uniformly equipped with the Township bearing all expense for said uniforms.
- C. Uniforms lost or destroyed due to the negligence of the Firefighter shall be replaced at the Firefighter's expense.

ARTICLE XXVII

SUSPENSIONS

- A. All actions to cause suspension of a member of the F.M.B.A. shall be in accordance with the proper Civil Service regulations. However, the Township has the policy that whenever a Firefighter is potentially in danger of being suspended, an effort will be made to keep him working in some appropriate capacity so long as it does not disrupt the morale of the Department, and good Fire Administration as determined by the Chief of the Fire Department.
- B. For any loss of time due to Department suspensions from duty, the Firefighter's loss of pay shall be spread over that period of time multiplied by two (2).
- C. Should any Firefighter be suspended for a period of two hundred and forty (240) hours or greater, that Firefighter will lose one-twelfth ($1/12$) of the vacation, holidays and sick days the employee would have received during that calendar year. Should the suspension exceed two hundred and forty (240) hours, the employee would lose an additional one-twelfth ($1/12$) accrued time for each two hundred and forty (240) hour period.

ARTICLE XXVIII

SEPARABILITY AND SAVINGS

- A. If any provision of this Agreement or any application of this Agreement to any Firefighter or group of Firefighters is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXIX

FULLY BARGAINED AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge of contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXX

DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 2019, and shall remain in effect to and including December 31, 2023, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice in writing, no sooner than one hundred fifty (150) days no later than one hundred twenty (120) days prior to the expiration of this Agreement to renegotiate a relationship between parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Pennsauken, New Jersey on this the day of

Pennsauken Firemen's Mutual
Benevolent Association
F.M.B.A. Local 64

Township of Pennsauken

By: _____
John Clark
President

By: _____
John Kneib
Township Administrator