

AGREEMENT

BETWEEN

TOWNSHIP OF ROBBINSVILLE

MERCER COUNTY, NEW JERSEY

AND

**ROBBINSVILLE TOWNSHIP PROFESSIONAL
FIREFIGHTERS ASSOCIATION**

LOCAL 3786 of the

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
AFL-CIO, CLC**

JANUARY 1, 2008 - DECEMBER 31, 2011

Table of Contents

- Article 1 – Preamble
- Article 2 – Public Employees
- Article 3 – Recognition
- Article 4 – Working Rules
- Article 5 – Labor Requirements
- Article 6 – Bargaining Unit
- Article 7 – Dues Deduction / Agency Shop
- Article 8 – Pledge Against Discrimination
- Article 9 – Union Activities
- Article 10 – Severability and Savings
- Article 11 – Duration
- Article 12 – Pension
- Article 13 – Uniforms
- Article 14 – Seniority
- Article 15 – Probationary Status
- Article 16 – Promotion Procedure
- Article 17 – Hours of Duty and Overtime
- Article 18 – Wages
- Article 19 – Longevity
- Article 20 – Vacation Time
- Article 21 – Injury Leave
- Article 22 – Sick Time / Personal Time
- Article 23 – Special Leave
- Article 24 – Bereavement Leave
- Article 25 – Military Leave / Reserve Duty
- Article 26 – Shift Exchange / Mutual
- Article 27 – Training
- Article 28 – Health Benefits and Hospitalization
- Article 29 – Sick Time Buy Back
- Article 30 – Recall Assignments
- Article 31 – Weather Conditions
- Article 32 – Staffing
- Article 33 – Personnel Files
- Article 34 – Grievance and Arbitration Procedure
- Article 35 – Discipline and Discharge
- Article 36 – Legal Defense
- Article 37 – Miscellaneous Provisions

ARTICLE 1 - PREAMBLE

- 1.1 It is the purpose of this Agreement to achieve and maintain harmonious relations between the Township of Robbinsville, hereinafter referred to as the "Township," and the Robbinsville Township Professional Firefighters Association, IAFF Local 3786, AFL-CIO-CLC, hereinafter referred to as "Association," "Local," or "Union" to provide for equitable and peaceful adjustment of differences which may arise, established proper standards of wages, hours and other conditions of employment.

ARTICLE 2 - PUBLIC EMPLOYEES

- 2.1 The individual members of the Association are to regard themselves as public employees and as such, are to be governed by the highest ideals of honor and integrity.
- 2.2 The public and personal conduct of each individual member of the Association is to be such that they meet the respect and confidence of the general public.

ARTICLE 3 - RECOGNITION

- 3.1 The Township recognizes the Association as the exclusive bargaining agent for all Union Fire Officers and Union Fire Fighters, for the purpose of bargaining with respect to wages, hours of work, and other terms and conditions of employment.

ARTICLE 4 - WORKING RULES

- 4.1 This agreement is not to conflict with the rules and regulations governing the operation of the Fire Department or work rules established by the Township.

ARTICLE 5 - LABOR REQUIREMENTS

- 5.1 The Association and its members agree to abide by the rules and regulations of the Township.

ARTICLE 6 - BARGAINING UNIT

- 6.1 It is understood and agreed between the parties that the terms of this agreement shall prevail in identical manner with respect to all Union Fire Officers and Union Fire Fighters.
- 6.2 The Township shall not contract out bargaining unit work.

ARTICLE 7 – DUES DEDUCTION / AGENCY SHOP

- 7.1 The Township agrees to deduct the dues, in accordance with the State Statutes and Regulations, of the members of the Association and send them to the Treasurer of the Association.
- 7.2 The Township agrees to issue a check every month for the member's dues deduction.
- 7.3 Any new permanent employee who does not join the Union within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in the amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fees at any time to reflect changes in the regular Union membership dues, fees and assessments provided, however, that in no event shall any such change exceed eighty-five (85%) percent of the regular Union membership dues, fees and assessment nor shall any such change be contrary to any provision contained in State Statute. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in the provision by the successor agreement between the Union and the employer.
- 7.4 The Union agrees that it will indemnify and save harmless the Township against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Township at the request of the Union under this Article.

ARTICLE 8 – PLEDGE AGAINST DISCRIMINATION AND COERCION

- 8.1 The provisions of this Agreement shall be applied equally to all employees covered by this Agreement without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, sexual orientation, or membership in the Association. Both the Township and the Association shall bear the responsibility for complying with this provision of the Agreement.
- 8.2 The Township agrees not to interfere with the rights of employees to become members of the Association. There shall be no discrimination,

interference, restraint or coercion by the Township against any employee because of Association membership.

ARTICLE 9 – UNION ACTIVITIES

- 9.1 The President and the negotiating committee, consisting of two members, shall be given time off for collective bargaining meetings with the Township's negotiating committee, inclusive of interest arbitration.
- 9.2 Union meetings shall be rescheduled if they conflict with Fire Department emergency, or training program.
- 9.3 The Union President and the Executive Delegate shall be given time off with pay for attendance at the regular monthly State Professional Firefighters Association of New Jersey meetings, Annual IAFF State Convention and the Annual IAFF International Convention. The Union Representative must notify the Township designee in writing thirty (30) days in advance of the scheduled meeting to facilitate proper manpower planning. The Township designee may require proof of attendance from the Representative.

ARTICLE 10 – SEVERABILITY AND SAVINGS

- 10.1 Should any part of this agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

ARTICLE 11 – DURATION

- 11.1 This Agreement shall be in force from January 1, 2008 and shall remain in full force and effect until a successor Agreement has been executed.

ARTICLE 12 - PENSION

- 12.1 The Township will provide all eligible career personnel with pension benefits under New Jersey Police and Fire Retirement System.
- 12.2 All Employees hired after January 1, 2002 must be eligible for membership in the Police and Fire Retirement System.

ARTICLE 13 – UNIFORMS

- 13.1 The Township shall supply each employee with three (3) sets of work station uniforms upon initial hiring. Any replacement items must be purchased at the Township's cost and expense, as required due to ordinary wear and tear. Uniforms include three (3) short sleeve shirts,

three (3) long sleeve shirts, three (3) pairs of pants, one (1) jacket, five (5) T-shirts, patches and insignias as required by the Township, one (1) pair of station shoes and one (1) full set of structural firefighting gear.

- 13.2 All employee clothing will be of fire resistant fabric or 100% cotton.
- 13.3 If at any time the Township makes a uniform change, the cost of requiring each employee to change uniforms shall be the responsibility of the Township.
- 13.4 The Township will provide a complete Class A uniform to each employee after completion of the probationary period, but replacement items must be obtained at the Employee's expense.
- 13.5 When a member is promoted to Captain or Lieutenant, the Township shall pay for all required changes to the member's Class A and station uniform.
- 13.6 Each employee, upon termination of employment for any reason, shall return all Township issued clothing, equipment and supplies to the Township. The replacement cost of any such clothing, equipment and supplies not so returned shall be deducted from the employee's final pay. Upon retirement, the employee may keep his/her fire helmet, Class A uniform, station uniforms and station shoes.

ARTICLE 14 - SENIORITY

- 14.1 The Township shall supply a seniority list, as certified by the Township and Union. Seniority shall be determined by continuous service in the Fire Department calculated from the date of employment*. Continuous service shall only be broken by resignation, discharge or retirement.

*Longevity shall be calculated by the date of hire by the former Washington Township fire District No.1.

ARTICLE 15 - PROBATIONARY STATUS

- 15.1 All employees shall be on probationary status for the first twelve (12) months of their employment. At the discretion of the Township probationary status may be extended for an additional six (6) months if the employee is rated below Satisfactory, as per 15.4.
 - 15.1.1 Probationary Status shall be defined as a trial period used to determine an employee's character, skills and abilities in the job of Firefighter.

- 15.2 A probationary employee may be released from employment for any violation of this contract or Township policy without warning and without recourse.
- 15.3 Employees on probation shall receive performance reviews at least every six (6) months.
- 15.4 Employee reviews will rate an employee either as Excellent, Satisfactory, Poor or Unacceptable. The basis of this rating shall include the employee's job performance, work ethic, knowledge, skill and ability. Reviews shall be conducted by the employee's shift supervisor (captain) and the Township's Chief Officer.
- 15.5 Employees receiving a rating of Unacceptable shall be released from service immediately and without recourse.
- 15.6 Employees receiving a rating of Poor for two (2) consecutive reviews shall be released from service immediately and without recourse.
- 15.7 Employees receiving a rating of Poor at their twelve (12) month review shall automatically be placed on probation for an additional six (6) months.
- 15.8 Employees receiving a rating of Satisfactory or Excellent at their twelve (12) month review shall automatically be removed from probation status.
- 15.9 Employees who complete their probationary status shall be placed at the first salary step until the completion of the second 12 months of their employment.

ARTICLE 16 – PROMOTION PROCEDURE

- 16.1 Promotion Procedure, Captain
 - Candidate must have 3 years service, employed by the Fire Department as a firefighter.
 - Candidate must possess a valid Fire Instructor Level 1 certification.
 - The Township will use a standardized written test obtained from an outside agency.
 - The passing grade for the written test shall be 85%
 - One point will be added to the final written test score for each year employed by the Township as a firefighter with a maximum of ten (10) points (candidates must pass the written test in order to have points added).
 - A promotion list will be created based on those candidates who pass the written test.

- The promotion list will expire two (2) years after the list is created.
- The number one (1) candidate on the list will immediately become acting officer on any group whenever there is a vacancy created by long term leave, i.e. Long Term Sick leave, Disability, Workman's Compensation Leave, Leave of Absence or Military Leave, greater than three (3) consecutive tours
- The Township will reserve the right to hire from the top three (3) candidates on the list. The candidate shall be picked by the career Chief, and two Township designees. The decision to hire shall be unanimous.

ARTICLE 17 - HOURS OF DUTY AND OVERTIME

17.1 Employees shall work an average of forty-two (42) hours during each week in accordance with the schedule set by the Township, provided the total number of hours remains the same or less. Effective August 4, 2008, the work schedule shall be changed from the current "24/48" to a "24/72" work schedule in accordance with the following terms:

- a. Four (4) full-time firefighters, including captains, shall be assigned to each tour with three (3) full-time firefighters assigned to the engine and one (1) full-time firefighter assigned to EMT. In addition, the Township shall have the right to assign one (1) per diem Firefighter/EMT to EMT.
- b. Overtime under the 24/72 work schedule shall be paid at straight time for all hours between 168 and 212 in a twenty-eight (28) day work cycle as provided for under the FLSA for work performed.
- c. In the event that a Firefighter or Captain is absent, the Township has the right to assign a second per diem Firefighter/EMT.

The Township may change shift assignments on thirty (30) days notice with just cause.

17.2 An Employee who is recalled to work shall receive a minimum of four (4) hours overtime, computed at time and one-half of the Employees pay.

17.3 Any overtime worked as defined by the Fair Labor Standards Act shall be paid at time and one-half of the Employee's pay, in accordance with the parties' agreement set forth in Paragraph 17.1(b).

17.4 Overtime shall be paid at time and one-half computed to the nearest quarter hour.

- 17.5 Acting Captain: Members working out-of-title shall be paid at the higher rate on an hour for hour basis beginning with the fifth hour worked. The Acting Captain rate will be based on the current first step Captain's rate.
- 17.6 Off-duty full time employees shall be offered the "right of first refusal" for any vacancy caused by up to three consecutive tours of sick leave, all personal leave, all bereavement leave and all standbys/special event coverage. That is, off-duty full time employees must be offered overtime for open shifts prior to the calling of per diems to cover those shifts. No per diems may be called unless all off-duty employees refuse the overtime or off-duty employees cannot be contacted. Overtime shifts will be offered to qualified off-duty employees on a rotating basis.
- 17.7 Overtime shall be offered on a rotating basis starting with members of the opposite tour that needs be covered. The member with the least amount of overtime worked shall be called first, followed by the member with the next higher amount of overtime worked. The Township will provide an accurate and orderly worksheet to track overtime hours worked.
- 17.8.1 No more than two (2) employees shall be granted scheduled time off on the same tour unless special approval has been granted by the designated Township representative.
- 17.8.2 Sick leave shall be excluded from creditable time for purposes of overtime.
- 17.8.2.1 The Township, at its discretion, shall have the opportunity to pay firefighters for accumulated compensatory time.

ARTICLE 18 - WAGES

- 18.1 The salaries of all members of the of the Fire Department covered by this agreement shall be as set forth in the table below effective January 1st of each year.
- 18.2 All employees shall receive the annual (cost of living) salary increase beginning at the first full pay period of the new calendar year.
- 18.3 Probationary employees shall receive Step 1 salary for the current calendar year at the conclusion of their probationary period.
- 18.4 Except as provided below at 18.7, all employees at the rank of Firefighter shall advance through steps 2, 3, 4 and 5 of the appropriate pay schedule automatically on the first day of the pay period that includes the anniversary of their initial hiring date.

18.5 Employees promoted to the rank of Lieutenant or Captain shall receive Step 1 of the appropriate pay schedule beginning on the date of their promotion.

18.6 All employees at the rank of Lieutenant or Captain shall advance through steps 2 and 3 of the appropriate pay schedule automatically on the first day of the pay period that includes the anniversary of their promotion to their current rank.

18.7 (a) Effective January 1, 2009, all steps on the Pay Schedule shall be increased to the 2009 rates set forth on the Pay Schedule. Firefighters not at maximum shall move to the next higher step on the Pay Schedule on January 1, 2009. Firefighters hired after July 1, 2008 shall move to the next higher step on their anniversary date.

(b) Effective January 1, 2010, all steps on the Pay Schedule shall be increased to the rates set forth on the 2010 Pay Schedule. Firefighters not at maximum shall move to the next higher step on the Pay Schedule on January 1, 2010. Firefighters hired after July 1, 2008 shall move to the next higher step on their anniversary date.

(c) Effective January 1, 2011, all steps on the Pay Schedule shall be increased to the rates set forth on the 2011 Pay Schedule. Firefighters not at maximum shall move to the next higher step on the Pay Schedule on January 1, 2011. Firefighters hired after July 1, 2008 shall move to the next higher step on their anniversary date.

(d) The following is the 2009-2011 Pay Schedule:

Firefighter Pay Schedule

	2008	2009	2010	2011
P	\$35,123	\$38,284	\$39,815	\$41,209
1	\$41,097	\$44,796	\$46,588	\$48,218
2	\$43,887	\$47,837	\$49,751	\$51,492
3	\$46,655	\$50,854	\$52,888	\$54,739
4	\$54,249	\$59,131	\$61,497	\$63,649
5	\$59,165	\$64,490	\$67,070	\$69,417

Captain Pay Schedule

	2008	2009	2010	2011
1	\$65,655	\$71,564	\$74,427	\$77,032
2	\$67,473	\$73,546	\$76,488	\$79,165
3	\$75,190	\$81,957	\$85,235	\$88,219

ARTICLE 19 - LONGEVITY

19.1 In addition to the salary ranges indicated, employees with service in excess of 17 years as of January 1, 2009, based on hiring date by the Fire Department, * shall continue to receive longevity of 3%. Longevity payments outlined in this article shall be added to and calculated as a part of the base annual salary divided and paid on an annual basis over 24/26 pay periods assuring that appropriate employer-employee pension contributions are made to the PFRS. No other employees are entitled to longevity.

*Longevity shall be calculated by the date of hire by the former Washington Township fire District No. 1.

ARTICLE 20 - VACATION TIME

- 20.1 Yearly vacation time will be as follows:
- a. 8 hours per month or 96 hours in a full calendar year of employment from date of hire to five full years of employment.
 - b. Upon completion of five years of employment, 144 hours annually.
 - c. Upon completion of ten years of employment, 216 hours annually.
- 20.2 Requests for vacation days of five (5) or more must be submitted in writing thirty (30) days before the requested days. Requests for any other vacation days must be submitted in writing at least five (5) days before the requested day or days.
- 20.3 Only one (1) year's vacation entitlement time may be carried over to the next year.
- 20.4 Employee's can request vacation time use of 12 hours or 24 hours. Twelve-hour blocks may only be used from 7 am to 7 pm or from 7 pm to 7 am. Smaller increments of time may be used at the discretion of the

Township with prior approval. Requests must be made at least 5 days in advance.

ARTICLE 21 - INJURY LEAVE

- 21.1 Whenever an employee is incapacitated from duty because of an injury or ailment sustained in the performance of his duty or while attending required training or approved job related training he shall be entitled to Injury Leave for a maximum aggregated period of one (1) year at full pay at the rate of pay in existence at time of his injury, illness or disability; or until such time as he has been accepted for retirement by the PFRS not to exceed one (1) year. Any payments of temporary disability insurance by the State or the Township's Workers Compensation Insurance Carrier shall be credited toward the full pay set forth above.
- 21.2 The Township may require that the injury, illness or disability be evidenced by a certificate of a physician designated by the Township to examine the employee.
- 21.3 All Injury Leaves shall terminate when the physician appointed by the Township gives a full medical report as to the employee's physical condition and his fitness for duty.
- 21.4 An employee will be removed from Injury Leave and charged with Sick Leave:
- a. If the employee fails to report for a scheduled physician's appointment without good cause and without having first attempted to reschedule the appointment.
 - b. If in the opinion of the physician the employee is able to return to light duty, if available, and fails to do so.
- 21.5 In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Township or its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation established such further period of disability and such findings by the Division of Worker's Compensation or the final decision of the last reviewing court shall be binding upon the parties.
- 21.6 During such leave the Township will maintain regular payments into medical and pension. Seniority, Vacation benefits and pension credits shall be given for the time spent on such leave.

ARTICLE 22 - SICK TIME / PERSONAL TIME

- 22.1 Each Employee will receive a total of one-hundred and twenty (120) hours of sick leave per year.
- 22.2 An Employee may take sick time for any of the following reasons: Personal illness or physical incapacity. Attendance to members of the immediate family defined as parents, spouse or child whose illness requires the care of such Employee.
- 22.3 Employees are subject to disciplinary action by the Township for the willful, malicious and negligent use of sick leave by the employee.
- 22.4 Sick time can be accumulated from year to year.
- 22.5 If an employee calls out sick for two (2) or more consecutive tours a certification of illness must be submitted from the employee's physician.
- 22.6 Each Employee will receive a total of twenty-four (24) hours of personal time.
- 22.7 Sick Time can be used in blocks of 8, 12 or 24 hours. Personal Time can be used in blocks of 4, 8, 12, or 24 hours.
- 22.8 The Township reserves the right to have an employee returning to duty from Sick Leave evaluated by a physician from occupational health to ensure fitness for duty.
- 22.9 Unused Personal Time will be rolled over into the Employee's Sick Time.

ARTICLE 23 - SPECIAL LEAVE

- 23.1 The Township shall grant leave with pay to an employee for the period of time he is required to appear before a court, judge, justice, magistrate or coroner as a plaintiff, defendant or witness only if related to his/her employment with the Fire Township .
- 23.2 The Township, upon request of an Employee and after reasonable written notice, may grant up to a one (1) year leave of absence without pay. Said leave may only be granted by the Township when the Township receives a written request signed by the Employee and endorsed by his immediate supervisor, and the decision shall be totally within the discretion of the Township.
- 23.3 In the event of a vacancy caused by a leave of absence, the may fill said vacancy with per-diem employees.

- 23.4 The Township shall extend Health Benefits, as described in Article 16 of this Agreement, to an Employee on Special Leave at the expense of the Employee.
- 23.5 An Employee who returns from Special Leave will have his anniversary date advanced by the same time period that he was on said Leave.

ARTICLE 24 - BEREAVEMENT LEAVE

- 24.1 Any employee suffering bereavement by reason of death in his/her family including their spouse, children, parents, brothers, and sisters shall receive up to four (4) tours from the day of death for the purpose of attending the funeral or arranging for personal affairs. Due consideration will be given to special circumstances.
- 24.2 Any employee suffering bereavement by reason of death in his/her family including their grandparents, grandparent-in-laws, parent-in-laws and sibling-in-laws shall receive up to two (2) tours from the day of death for the purpose of attending the funeral or arranging for personal affairs. Due consideration will be given to special circumstances.
- 24.3 In the event of the death of an employee's nephew, niece, aunt or uncle, the employee will be granted leave for the day of the funeral.
- 24.4 Any employee who is already off when bereavement leave is called for (this includes all types of time off except regular days off) shall have full bereavement leave granted and any time off affected shall be rescheduled at a later date.

ARTICLE 25 – MILITARY LEAVE / RESERVE DUTY

- 25.1 The Township agrees to give time off in accordance with State and Federal law to any member who is actively participating in reserve duty. One (1) weekend a month and two (2) weeks a year. A copy of the member's orders must be submitted with the request for time off.
- 25.2 A member must request in writing to the Township any additional time off required for reserve duty.
- 25.3 The Township agrees to give time off to any member having to do active military leave.

ARTICLE 26 – SHIFT EXCHANGE – MUTUAL

- 26.1 All exchanges shall be subject to review and approval by the career chief or, in his absence, the Township designee.

- 26.2 The Township shall not incur any overtime obligation as a result of shift exchanges.
- 26.3 Employees shall be limited to initiating 10 mutuels per calendar year.
- 26.4 Mutuels shall not be used consecutively.

ARTICLE 27 TRAINING

- 27.1 The cost of all training courses, which are necessary for the employees to maintain the minimum qualifications, certifications and/or licenses necessary to perform their regular duties, shall be borne by the Township.
- 27.1.1 Courses such as, but not limited to, the following shall apply to the preceding paragraph of this article:
- (a) Emergency Medical Technician continuing education courses
 - (b) CPR re-certification
 - (c) Fire Inspector/Fire Official continuing education courses
 - (d) Pre-Hospital Trauma Life Support re-certification
 - (e) Uniform Construction Code continuing education courses
 - (f) Fire related courses
- 27.1.2 Employees shall also be granted time off from regular duty to complete any required training courses, provided that their request for time off is made at least two (2) weeks in advance.
- 27.1.3 Upon dismissal from class, the employee shall immediately return to duty.
- 27.2 The Township may also authorize time off from regular duty for any other training courses that it approves. The cost of other training courses may also be borne by the Township, at the discretion of the Township.
- 27.3 Any fees, charges, or other expenses necessary for an employee to acquire or maintain required certifications or licenses shall also be borne by the Township.
- 27.4 Any mandatory drill or training course which an employee is required by the Township to attend on an employee's day off will constitute "call-back time," and employees will be compensated accordingly.

ARTICLE 28 - HEALTH BENEFITS AND HOSPITALIZATION

28.1 The Township shall provide to all Employees and their families hospitalization and sickness insurance under the Aetna Health Insurance QPOS 10/15 Option Plan or equivalent plan.

28.1.1 Effective January 1, 2010, all participating employees shall be required to contribute one percent (1.0%) of the base wage. This contribution shall be deducted from the employee's regular pay and subject to the Employer's Section 125 Plan for tax purposes only. Effective January 1, 2010, the Employer shall establish a Section 125 for tax purposes only.

28.2 Dental Insurance: Employees shall be included in the same dental plan provided by the Township to all non-union employees. The Employer shall pay the full basic premium for each employee and, in cases where appropriate, for family-plan insurance coverage. Dental coverage shall not be reduced during the life of this Agreement.

Vision Care Coverage: Employees will be eligible for vision care reimbursement in an amount not to exceed \$200.00, every two years, commencing after ninety (90) days of full-time employment. Reimbursement will be on amounts not previously covered under the employee's Health Benefit Coverage.

28.3 Prescription Drugs: A prescription drug plan shall be provided for employees. Said plan shall include a \$5.00 co-pay provision for generic drugs and \$10.00 co-pay for preferred brand drugs.

28.4 The Township will continue coverage of medical insurance as currently provided in paragraph 28.1 of this Article, dental care as described in paragraph 28.2 of this Article and eye care as described in paragraph 28.2 of this Article, prescription coverage as currently provided in paragraph 28.3 of this Article, for the employees, employed on before July 1, 2008, and his or her spouse and children as currently defined commencing upon the date of full retirement of the employee. In the event of the death of the employee, the aforementioned benefits shall remain in full force and effect for the employee's spouse and dependent children. Retirement is defined as any retirement as defined in "State of New Jersey Police and Fireman's Retirement System Member Handbook Dated June 2000" to include:

- | | |
|--------------------------|-------|
| 1) Service Retirement | p. 9 |
| 2) Special Retirement | p. 9 |
| 3) Deferred Retirement | p. 9 |
| 4) Ordinary Disability | p. 10 |
| 5) Special Disability | p. 10 |
| 6) Accidental Disability | p. 10 |

It is also understood that retirement includes any Early Retirement Incentive Program as offered by the State of New Jersey.

All firefighters hired after July 1, 2008 will be ineligible for retiree health benefits.

- 28.5 In the event that an employee is killed in the line of duty or dies from injuries sustained while in the performance of his duties, The Township shall pay, without delay, the sum of ten thousand dollars (\$10,000) toward funeral expenses to the employee's surviving family regardless of the amounts paid for such expenses from other sources.

ARTICLE 29 – SICK TIME BUYBACK

- 29.1 Upon retirement (disability or ordinary) an Employee shall receive as retirement leave, seventy five percent (75%) of salary of the accumulated sick leave based on their current base salary. There shall be a \$15,000 limit on the maximum payment.

ARTICLE 30 – RECALL ASSIGNMENTS

- 30.1 The Township shall be required to recall a minimum of three (3) off duty personnel, one being a Captain, in a rotating basis, in the event of an emergency that requires the Fire Department to be at or above a second alarm response.
- 30.2 Firefighters that are recalled to duty shall serve at the discretion of the highest-ranking career fire officer.
- 30.3 In the event of a local, state or federally declared State of Emergency, the Township reserves the right to mandate the recall of off duty personnel.

ARTICLE 31 – WEATHER CONDITIONS

- 31.1 Employees will not be required to perform routine outside activities when elements are of extreme conditions with the exception of emergency responses. Extreme conditions represent temperatures equal to or below 32 degrees and equal to or above 95 degrees. In addition, such duties will not be performed under conditions of extreme rain, snow or winds.

ARTICLE 32 – STAFFING

- 32.1 Minimum staffing levels for apparatus will be maintained.

- 32.2 Minimum staffing for each tour shall be five (5), three (3) on the Engine and two (2) on the Rescue.

ARTICLE 33 – PERSONNEL FILES

- 33.1 A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Township, and may be used for evaluation purposes by the Township.
- 33.2 Upon advance notice at reasonable times, any member of the Fire Department may review his personnel file. However this appointment for review must be made through the Township Designee in charge of personnel or his designated representative at times mutually convenient.
- 33.3 Whenever a written complaint concerning a member or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if the disciplinary action is taken based on any complaint, then the employee shall be furnished with all known details of the complaint, including the identity of the complainant.
- 33.4 All personnel files will be carefully maintained and safeguarded permanently.
- 33.5 All complaints or disciplinary action records placed in an Employee's personnel file shall be removed after one (1) year.

ARTICLE 34 – GRIEVANCE AND ARBITRATION PROCEDURE

- 34.1 The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment and to resolve grievances as soon as possible so as to assure efficiency and promote employee morale. The parties agree that this procedure will be kept as informal as may be appropriate.
- 34.2 The term "grievance" as used herein means any controversy arising over the interpretation, application, or violation of policies, agreements, and administrative decisions affecting the terms and conditions of employment and may be raised by an employee(s), the Union or the Township

34.3 Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement, except for other procedures established by statute or regulation, and shall be followed in its entirety unless any step is waived by mutual consent.

The Union shall have the right to process a grievance at any step with or without the consent of the aggrieved employee. Such intervention shall be according to the provisions of this Article. Every employee must immediately notify the President of the Union or a Union representative appointed by the President if a controversy appears to be a grievance before any action is taken by the employee. A representative of the Union shall be present at any meeting held with regard to a grievance unless an employee has written authorization from the Union to meet without a Union representative present.

A grievance initiated by the Township shall be filed directly with the Union within ten (10) calendar days after the event-giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance, exclusive of Saturdays and Sundays, between the representatives of the Township and the Union, in an earnest effort to adjust the differences between the parties. If the Township fails to act within ten (10) calendar days, this shall be deemed an abandonment of the grievance. If the parties did not resolve the grievance, then either party can submit the grievance to arbitration under Step Three of this Article within ten (10) calendar days after the last meeting was held to resolve the grievance.

STEP ONE:

An aggrieved party shall institute action by notifying the Chief of the Fire Department in writing within ten (10) calendar days of the occurrence of the grievance or within ten (10) calendar days of the actual or implied knowledge of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved party and the Township, for the purpose of resolving the matter informally. Failure of the aggrieved party to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

The Chief of the Fire Department shall respond to the grievance, in writing, within ten (10) calendar days after the receipt of such grievance.

In the event of the failure of the Chief of the Fire Department to act in accordance with the provisions of "Step One," paragraph "2" above, or in the event an answer by him in accordance with provisions thereof is deemed unsatisfactory by

the aggrieved party, then within ten (10) calendar days of receipt of notification of an answer or when a notification should have been received, said aggrieved party may appeal to the Mayor (Step 2). Failure of the aggrieved party to act within ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

STEP TWO:

In the event the grievance is not settled at Step One, the same shall be reduced to writing by the aggrieved party and filed with the Mayor.

Within ten (10) calendar days following the next regularly scheduled Township Council meeting after the receipt of the grievance (unless a different period is mutually agreed upon) the Mayor shall advise, in writing, the aggrieved party and his representative of his answer.

In the event of the failure of the Mayor to act in accordance within the provisions of "Step Two," paragraph "2" above, or in the event an answer by him in accordance with provisions thereof is deemed unsatisfactory, the aggrieved party within ten (10) calendar days of the receipt of the answer or from when such answer should have been received, may appeal to an arbitrator for a determination of the grievance.

STEP THREE:

If the grievance is not settled by Step Two, the Union or the Township shall have the right within ten (10) business days of receipt of the answer at Step Two to submit such grievance to an arbitrator. The arbitrator shall be selected in accordance with the Rules and Regulations of the New Jersey Public Employment Relations Commission. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on all parties. The arbitrator shall not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall share equally in the cost of the arbitrator.

ARTICLE 35 - DISCIPLINE AND DISCHARGE

- 35.1 No Employee shall be disciplined or discharged without just cause.
- 35.2 Disciplinary action may be taken against any employee when it is believed that the employee is not conforming to the letter or spirit of Township policies; or to specific instructions given to him; or has acted improperly, dishonestly, immorally, illegally; or has violated any of the rules,

regulations, policies, and procedures. All discipline will be corrective in intent and progressive in nature.

- 35.3 Depending on the seriousness of the matter, disciplinary action against employees shall be in following forms:
- a. Informal verbal reprimand by Captain, career chief officer, or Township designee.
 - b. Written reprimand from career chief officer, or Township designee
 - c. Suspension from duty with pay by Township.
 - d. Suspension from duty without pay by the Township
 - e. Demotion of employee by the Township
 - f. Discharge from duty by the Township

- 35.4 Where the Township or designee may impose discipline, written notice of such discipline shall be given to the employee prior to imposition of said penalty. Such notice shall contain a reasonable specification of the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of the discipline. The name of the employee, who is notified of disciplinary action, shall be transmitted to the Union within seventy-two (72) hours after such notice.

It will not be necessary to provide written notice if immediate disciplinary action is warranted, such as a gross violation of law.

- 35.5 With the exception of Section "35.3" Paragraph "a" above, and Section "35.3" Paragraph "b" above, a hearing may be held to investigate the charges prior to imposition of discipline or discharge.

a. At least seven (7) days before the hearing, the employee and Union shall be notified in writing of the charges, and the time and place of the hearing.

(i) No tape recording of such procedure shall be made without notification to the employee.

(ii) There shall be no presumption of guilt.

(iii) The employee shall have the right to be accompanied and represented by the Union and/or legal counsel.

(iv) The employee shall also have the right to be accompanied and represented by the Union and/or legal counsel during any questioning concerning the charges, which takes place prior to a hearing.

b. The employee and the Union shall be entitled to a copy of the transcript and/or the tape from the hearing at no cost.

c. With the exception of an employee who commits a serious criminal offense, substantial failure to conform to the requirements of this article shall render the discipline or discharge null and void.

ARTICLE 36 – LEGAL DEFENSE

36.1 The Township agrees to indemnify an employee in respect of any claim made against such employee resulting from the performance of such employee's duty, except where it is established that such action arose out of willful or wanton dereliction of duty by the employee. In the event that such proceedings result in any judgment or monetary award against such employee, the Township will indemnify such employee in respect of payment made pursuant to such judgment or monetary award, and such indemnification shall include the assumption of the cost of any legal proceedings incurred by any employee resulting from the performance of such duties, except where it is established that such action arose out of willful or wanton dereliction of duty by the employee.

ARTICLE 37 – MISCELLANEOUS PROVISIONS

37.1 The Township shall maintain workers compensation insurance for all employees.

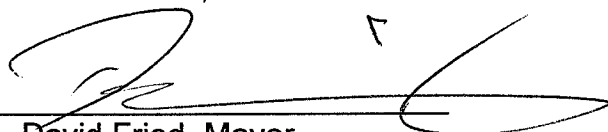
37.2 Each employee may be required to submit to an annual physical. Said physical will be paid for by the Township.

SIGNATURE PAGE

DATE: Nov. 18, 2008

TOWNSHIP OF ROBBINSVILLE

MERCER COUNTY, NEW JERSEY

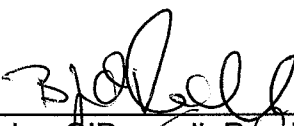
By: 
David Fried, Mayor

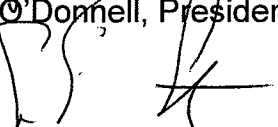
By: 

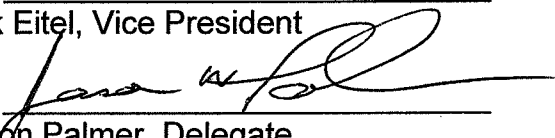
ROBBINSVILLE TOWNSHIP PROFESSIONAL FIREFIGHTERS ASSOCIATION

LOCAL 3786 OF THE

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
AFL-CIO, CLC

By: 
Brendan O'Donnell, President

By: 
Erik Eitel, Vice President

By: 
Jason Palmer, Delegate

Side Agreement

It is the purpose of this Side Agreement to achieve and maintain harmonious relations between the Township of Robbinsville, hereinafter referred to as the "Township," and the Robbinsville Township Professional Firefighters Association, IAFF Local 3786, AFL-CIO-CLC, by implementing by the terms and conditions set forth in the "Recommended Interest Arbitration Settlement" issued by Arbitrator Robert Glasson on July 16, 2008.

1. This Side Agreement shall be in force from January 1, 2008 through December 31, 2008.

2. The Parties agree to maintain Article 19, Longevity and Article 20, Holidays, of the Agreement between Local 3786 and the Washington Township Fire District for the period of this Side Agreement. Employees who have used comp time/ holiday time shall have it deducted from their 2008 holiday pay.

Township of Robbinsville

By: _____

David Fried, Mayor

Local 3786, IAFF

By: _____

Brendan O'Donnell, President