

AGREEMENT

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PREAMBLE

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This Agreement is made this ~~1st~~ day of ~~January~~, 2007, by and between The Board of Fire Commissioners, Fire District No. 3, Old Bridge Township, hereinafter referred to as the "Employer" and International Association of Fire Fighters, Local No 3311A, hereinafter referred to as the "Union".

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ARTICLE 1 RECOGNITION

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Section 1. The Employer recognizes the Union as the exclusive collective bargaining representative for all of its full-time employees, secretary, excluding all part-time employees, EMT's, professional employees, technical employees, watchmen, guards and supervisors as defined in N.J.S.A. 34:13A-1 et seq. Except as the context of this Agreement may otherwise require, the term "employees" shall be deemed to refer to employees within the above mentioned unit. The sole purpose of this provision is to identify the categories of employees in the bargaining unit, and this provision shall not be construed or interpreted so as to impose obligations or confer rights upon the parties beyond that of recognition in the unit described at the designated facility of the Employer.

ARTICLE 2 CHECK-OFF

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Section 1. Upon receipt of a signed and dated written authorization from the employee involved, the Employer shall deduct the dues from each Union employee's paycheck due him or her on the first pay check of each month and shall transmit them to the Secretary-Treasurer of the Union. Any member, who does not receive a paycheck on the first payday of the month, shall have his/her dues deducted from the first paycheck he/she receives in the month. Dues not already deducted for the current month must be deducted from the last paycheck of a Union member when he/she leaves the employ of the Employer or is discharged.

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Section 2. In making the deduction and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the rate of monthly dues and the proper amount of initiation fee.

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Section 3. The Union agrees that it will indemnify and save harmless the Employer against any and all actions, claims, demands, losses or expenses, including reasonable attorney's fees, in any matter resulting from action taken by the Employer at the request of the Union under this Article.

ARTICLE 3

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SALARY AND BENEFITS

(See below and attachments)

Section 1. Bargaining unit members shall receive the following salaries:

Section 1A. As per attached Salary schedule. Salaries will be negotiated at time of hire for all employees hired after January 1, 2004.

Section 1B. Longevity – As per agreement of Resolution A1, 2, & 3 – July 24, 1985 (See below).

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3-5.4 Longevity Pay Program

a. Effective July 1, 1985, and retroactive thereto, all employees of the Board of Fire Commissioners, Fire District #3, shall be entitled to and shall receive longevity pay on the following basis:

1. Completion of five (5) consecutive years service: two and one-half percent (2-1/2%) of the base salary.
2. Completion of ten (10) consecutive years service: an additional two and one-half percent (2-1/2%) base salary. A total of five percent (5%).
3. Completion of fifteen (15) consecutive years service: an additional two and one-half percent (2-1/2%) base salary. A total of seven and one-half percent (7-1/2%).
4. Completion of twenty (20) consecutive years service: an additional two and one-half percent (2-1/2%) base salary. A total of ten percent (10%).
5. Completion of twenty-five (25) consecutive years service: an additional two and one-half percent (2-1/2%) base salary. A total of twelve and one-half percent (12-1/2%).

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6. Completion of thirty (30) consecutive years service: an additional two and one-half percent (2-1/2%) base salary. A total of fifteen percent (15%).

b. Consecutive years in service shall be computed from the date of initial employment by the Board of Fire Commissioners, Fire District #3, except where service was interrupted. In such cases, consecutive years service shall be computed as follows:

1. Authorized leave of absence at the employee's request: from the date of initial employment less time for leave of absence.
2. Resignation and subsequent rehiring: No accumulation of service shall be allowed, and consecutive employment shall be computed only from the latest date of uninterrupted employment.
3. Military service: Employment shall be considered, as uninterrupted, except that no credit shall be allowed for service in the Armed Forces.
4. Disciplinary action: No credit shall be allowed for employment interruption due to disciplinary action.

c. The intent of this subsection is that payment of longevity shall begin in the calendar year 1985; and, no back payment shall be made to anyone who attained an anniversary date prior to the calendar year 1985.

d. Longevity shall be paid on a weekly basis as part of the regular pay.

Section 2. Bargaining unit members shall receive benefits as negotiated. The Employer retains the right to change insurance carriers or self-insure, providing the new level of benefits is the same as received in 1995.

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Section 3. The sick leave agreement of Resolution #A 1, 2 and 3 of July 24, 1985 retroactive to July 1, 1985 will be in full force and affect.

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3-5.2 Sick Leave

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- a. Each full-time employee shall earn one (1) sick day for each month of employment, plus four (4) additional sick days each year, effective after three (3) months of full-time employment. (Amended 8-21-78 by Ord. No. D-247; 5-19-80 by Ord. No. D-307)
- b. Employees may accrue sick leave up to a maximum of two hundred eighty days (280). (amended at Regular Meeting of 11-8-89)
- c. Temporary full-time employees may not accumulate sick days but shall be allowed a total of six (6) sick days in any one (1) calendar year prorated on that portion of a calendar year for which they will actually be employed.
- d. Temporary part-time employees shall not be eligible for sick time.
- e. Any employee who is entitled to sick time and is sick more than three (3) consecutive days shall be required to furnish the President of the Board of Fire Commissioners, Fire District #3, with a doctor's certificate stating the nature of his/her illness and the expected date of his/her return to work.
- f. Sick leave may be used for illness in the employee's immediate family requiring the employee's attention. Immediate family is defined as mother, father, mother-in-law, father-in-law, husband, wife, children, brother, sister, or any blood relative residing in the employee's household.
- g. Full-time employees shall be paid one hundred percent (100%) of their accumulated sick leave when retired, or in the event of death, this sum shall be paid to their estate. All other payment of accrued sick leave shall be in accordance with Subsection 3-5.2.

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Section 5. Employees shall earn 16 sick days a year. Employees shall be given a check for accumulated time due them at the time of separation from the employment of the District. Money that is in the account may be drawn upon once, the second request to remove any monies the employee will be required to take all money in the account. At the end of the year, all unused sick time will be given to the employees.

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All employees hired after January 1, 2004 will earn 8 sick days a year and 4 personal days. Employees shall be given in cash, for sick days, maximum of 8 days, at the end of each year.

Section 6. Fire Prevention personnel and Office personnel shall work seven and one half (7 1/2) consecutive hour shifts Monday thru Friday, which shall include a one (1) hour lunch. Any change in hours shall be established by the Board of Fire Commissioners.

Section 7. Each full time uniformed employee shall receive a uniform maintenance allowance of \$450.00 per year. Paid twice a year, March and September at \$225.00 each time. Uniforms will be supplied yearly by the Board.

Section 8. All full time employees that work past their regular schedule work hours will receive compensatory time at the rate of time and a half.

Section 9. Full time secretary that is required to attend meetings will receive four (4) hours compensatory time, at straight time, regardless the of number of hours worked.

Section 10. An employee who resigns, retires, dismissed or laid-off is eligible and shall be compensated accordingly on a pro-rata basis pursuant to Resolution# A1, 2 and 3, of July 24, 1985 retroactive to July 1, 1985, for all accumulated sick time, comp time, vacation time, that has been set aside each year at their rate of pay, for that year. An employee who retires after giving 60 days notice after the 1st of each year, will be eligible and shall be fully compensated accordingly to their unused vacation, sick and compensatory time earned. Retiring employees shall be paid the sum in full at time of retirement.

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Section 11. Vacation time shall be given as per the agreement of Resolution# A1, 2 and 3 of July 24, 1985. It is agreed that an employee can carry forward from year to year a maximum of one (1) week vacation with permission of the Employer.

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3-5.1 Vacations
(Amended 8-21-78 by Ord. No. D-247)

Each full-time employee of the township shall be entitled to vacation time each year as set forth in the following schedules:

1. Fire Official shall be entitled to three (3) weeks the first year, four (4) weeks after five (5) years; and five (5) weeks after ten (10) years.
2. All other full-time employees shall be entitled to two (2) weeks after the first year, three (3) weeks after five (5) years; and four (4) weeks after ten (10) years.
3. Temporary, part-time employees shall not be eligible for vacation.
 - a. Applicability. The foregoing schedules shall apply to all personnel covered under this section employed as of January 1, of the current year. Personnel employed between January, and July 31 of the current year shall be entitled to one-half (1/2) their regular vacation for that year.
 - b. Carrying Over of Vacation. One (1) week's vacation may be carried over into the following year with the approval of the Board of Fire Commissioners, Fire District #3, Old Bridge Township.

All employees hired after January 1, 2004 shall receive the following vacation:

1. Full-time employees shall be entitled to two (2) weeks after the first year, three (3) weeks after five (5) years; and four (4) weeks after ten (10) years.
2. Temporary, part-time employees shall not be eligible for vacation.
 - a. Applicability. The foregoing schedules shall apply to all personnel covered under this section employed as of January 1, of the current year. Personnel employed between January, and July 31 of the current year shall be entitled to one-half (1/2) their regular vacation for that year.
 - b. Carrying Over of Vacation. One (1) week's vacation may be carried over into the following year with the approval of the Board of Fire Commissioners, Fire District #3, Old Bridge Township.

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Section 12. Holidays are those which shall be recognized and observed as per the agreement of Resolution #A 1, 2 and 3 of July 24, 1985. (See below)

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3-5.3 Holidays
(Amended 8-21-78 by Ord. No. D-247)
(Amended 12-13-2006)

All full time employees shall be entitled to the following holidays with pay:

- New Year's Day
- Martin Luther Kings Birthday
- Lincoln's Birthday
- Presidents Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

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Primary Election Day

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General Election Day

Three (3) Additional Personal Days, which will be taken at the discretion of the employee

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The full time secretary is entitled to two (2) additional Personal Days, which will be taken at the discretion of the full time secretary.

If a holiday falls on a Saturday, it shall be observed on the preceding Friday; if a holiday falls on a Sunday, it shall be observed on the following Monday. No employee shall call out sick the day before and/or after a holiday, unless accompanied by a doctors note.

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All employees hired after January 1, 2004 shall receive the following holidays with pay:

- New Year's Day
- Presidents Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- Three (3) Additional Holidays, which will be taken at the discretion of the employee

If a holiday falls on a Saturday, it shall be observed on the preceding Friday; if a holiday falls on a Sunday, it shall be observed on the following Monday. No employee shall call out sick the day before or the day after a holiday, unless accompanied by a doctors note.

Employees who actually work on a Holiday shall receive compensatory time at the rate of time and a half.

Section 13. Employees and their spouses shall receive compensation of \$250.00 for the purchase of eyeglasses.

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Section 14. An employee shall be entitled to bereavement leave as per the agreement of Resolution #A 1, 2 and 3 of July 24, 1985, which reads as follows:

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3-5.5 Bereavement Leave
(Added May 19, 1980 by Ord. No. D-307)

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- a. The President of the Board of Fire Commissioners, Fire District #3, Old Bridge Township, shall grant upon request to each employee a maximum of three (3) days' bereavement leave in the event of a death of a member of the employee's immediate family, such leave to be used at the time of the death and funeral for the purpose of attending and aiding the aggrieved family. The "immediate family" is defined as mother, father, mother-in-law, father-in-law, grandparents, husband, wife, son, daughter, brother, sister, brother-in-law, sister-in-law or any blood relative residing in the employee's household. Sick leave may be used if additional time is required.

- b. The President of the Board of Fire Commissioners, shall grant upon request to each employee a maximum of three (3) days' bereavement leave in the event of a death of a relative outside of the immediate family, as defined above. Sick leave may be used if additional time is required.

Section 15. The Employer shall be notified of any appearance and may grant leave with pay to an employee for the period of time required to appear before a court, judge, justice, magistrate or coroner as a plaintiff, defendant or witness in matters pertaining to District duties.

Section 16. An employee required to be available for jury selection or service shall receive regular daily wage for each day that would have been worked but for such jury participation, less the compensation received by the Court.

Section 17. Any employee unable to work because of a job-related injury condition shall be entitled to a leave of absence at the regular rate of pay, less any workers compensation or disability benefits for the duration of the time for which the employee is medically certified as being unable to work, but in no event in excess of one year. During such a leave of absence, the Employer will maintain regular payments into medical and pension plans, to extent permitted by statute, to ensure continued coverage for the employee and the dependents.

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Section 18. All full time employees reaching the age of 62, or with fifteen (15) years service, will receive full medical benefits upon retirement. All full time employees, hired after January 1, 2001 with twenty-five (25) years service, will receive full medical benefits upon retirement.

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3-5.6 Successors and Assigns
Added 12/31/06

To the extent permitted by law the terms and conditions of this agreement shall be binding upon a successor employer. The employer shall provide sixty (60) days advanced notice or such reasonable notice as practical of the existence of this agreement to a prospective successor employer in the event of and Fire District consolidation, merger, annexation or dissolution.

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ARTICLE 4
GRIEVANCE PROCEDURE

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Section 1. Any dispute involving the meaning, interpretation or application of any provisions of the Agreement, shall be a grievance and shall be settled and determined according to the following procedure, which must be followed. Grievances shall be limited to the specific terms and conditions of this Collective Bargaining Agreement.

The employee or the Union must reduce the grievance to writing and submit it to the Board of Fire Commissioners involved within five (5) working days after the occurrence of the condition giving rise to the grievance. The Board of Fire Commissioners shall supply written answer to charge within two (2) weeks after the date of the first Board of Fire Commissioners meeting following the filing of the grievance. This period of time may be extended with the agreement of the Union. The Board of Fire Commissioners' decision shall be final and binding with respect to all grievances except those concerning discharge.

Section 2. Any grievance not presented under the Grievance Procedure described herein by the employee within five (5) working days of the occurrence of the conditions giving rise to the grievance shall not thereafter be considered a grievance under this Agreement unless such time limit is extended by the Employer.

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Section 3. Should any appeal from the disposition of a grievance by a representative of the Employer not be taken by the Union within the time limits set forth in Section 1 of this Article, then the grievance shall be considered settled and any further action under the Grievance Procedure shall be forever barred. Any disposition of a grievance accepted by the Union, or from which no appeal has been taken by the Union, shall be final and conclusive and binding upon the employee, the Employer and the Union.

ARTICLE 5
DISCHARGE

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Section 1. The Employer retains the sole right to discharge for just cause.

Section 2. Should the discharged employee or the Union representative consider the discharge to be improper, a grievance shall be presented in writing to the Employer within three (3) working days of the discharge.

The Employer shall review the grievance regarding the discharge and give its answer in accordance with the terms of the grievance procedure. If the decision by the Employer is not satisfactory to the Union, the matter shall be referred to arbitration by the Union as provided for in Article 6 of this Agreement, within three (3) working days from the date of the Employer's decision. The Union shall serve a copy of its written demand for arbitration upon the Employer simultaneous with service of its arbitration demand upon the Public Employment Relations Commission.

The procedure set forth herein shall be used in all discharge cases in lieu of the normal grievance procedures set forth in Article 4. Failure by the Union to file a written grievance concerning a discharge within the time limit provided for in this Article of the Agreement shall constitute acceptance of the discharge for cause and waiver of right to grieve or arbitrate such discharge unless the time limits are extended by mutual consent.

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ARTICLE 6
ARBITRATION

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Section 1. It is the intent of the parties to this Agreement that the Arbitration Procedure set forth herein shall serve as a means for the peaceable settlement of any and all grievances that may arise between them regarding Article 5, Discharge, which are submitted to but not settled under Grievance Procedure provided for in Article 4, Grievances alleging violations of any other Article or section of this collective bargaining agreement shall not proceed to Arbitration. The Employer's decision on the initial grievance shall be final. If a request for arbitration is made regarding a discharge, the rules and procedures of the New Jersey Public Employment Relations Commission shall govern except as otherwise provided herein.

Section 2. If a grievance regarding discharge is not satisfactorily settled under Article 4, Section 1 entitled "Grievance Procedure", it may be submitted to arbitration within three (3) working days of the decision under Article 4, Section 1.

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The Union must submit its request to the New Jersey Public Employment Relations Commission for a panel of arbitrators in accordance with the rules and procedures of the Commission. A copy of such request shall simultaneously be provided to the Employer. Failure to comply with the provisions of this Article shall make the decision of the Employer with respect to the grievance final and binding on the parties unless the time limits herein provided for are extended by mutual agreement of the parties, which agreement must be in writing.

Section 3. The decision of the arbitrator will be final and binding on the Employer, the Union and all employees. Each grievance will be arbitrated separately except those of a similar nature, which may be arbitrated in one proceeding upon mutual written agreement by the parties made in advance of the hearing.

Section 4. The arbitrator shall render his decision in writing on the grievance and solely on the meaning and interpretation of the particular provision of the contract, which gave rise to the dispute.

Section 5. The arbitrator shall have no power to add to, subtract from or modify this Agreement.

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Section 6. The parties affected shall be afforded a full opportunity to present any evidence, written or oral, which may be pertinent to the matter in dispute. All fees and expenses of the arbitrator, together with costs related to holding the arbitration, such as costs for the hearing room, shall be borne equally the parties. The parties shall each bear their own costs related to presentation of their case to the arbitrator.

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ARTICLE 7
MANAGEMENT RIGHTS

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Section 1. The management of the Employer's operations and the direction of the working forces are vested exclusively in the Employer. Except as expressly limited by this Agreement, the Employer retains the sole right to determine all matters pertaining to work force, including but not limited to the right to hire, train, discipline, demote, suspend, discharge; to establish work rules; to assign duties to the work force; to determine job duties, qualifications, classifications and requirements; to carry out the ordinary and customary functions of management. The above mentioned management rights are not to be interpreted as being all-inclusive, but merely indicate the type of rights which belong to and are inherent to management. Any rights the employer had prior to the signing of the initial Agreement are retained by the employer, except those rights, which are specifically limited by this agreement.

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ARTICLE 8
PROBATIONARY PERIOD

Section 1. The first six (6) months of continuous service shall be considered a probationary period for new employees during which time an employee shall have no seniority standing and will be subject to demotion, layoff, discipline or discharge without regard to membership or non-membership in the Union at the sole discretion of the Employer without resort to the grievance or arbitration procedures provided for in this Agreement. The probationary period may be extended for an agreed upon period of time by mutual agreement of the Union and the Employer. The benefits provided for herein shall not be afforded until the satisfactory completion of the probationary period.

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ARTICLE 9
TERMS OF AGREEMENT

Section 1. The relationship of the parties is fully and exclusively set forth by this Agreement, which contains all benefits employees are entitled to notwithstanding any established past practices in existence prior to this Agreement. "Benefits" include, but are not limited to, wages, longevity payments, hours of work, health benefits, paid time off and other economic conditions of employment. The parties agreed that they have bargained fully with respect to all proper subjects of negotiations and have settled all such matters as set forth in this Agreement.

Section 2. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions expressly contained in this Agreement shall be made by any employee or group of employees with the Employer, and in no case shall it be binding upon the parties hereto unless made and executed in writing between the parties to this Agreement.

Section 3. The failure of the Employer to insist upon strict performance of any covenant or provision of this Agreement, or to exercise any option herein conferred, in any one or more instances shall not be construed as a waiver in the future of any such covenant, provision or option and the same shall be and remain in full force and effect.

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ARTICLE 10
SEPARABILITY AND SAVINGS CLAUSE

Section 1. It is understood and agreed by the parties that if any of the provisions of this Agreement or the application thereof shall be held invalid as a matter of law, the remainder of this Agreement or the application thereof shall not be affected thereby. If any Federal or New Jersey laws or regulations or final decisions of any Federal or New Jersey court or administrative agency affects any provision of this Agreement, each provision shall be deemed amended to the extent necessary to comply with such law, regulation or decision but otherwise shall not be affected.

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ARTICLE 11
DURATION OF AGREEMENT

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Section 1. The provisions of this Agreement shall become effective on January 1, 2007, and shall continue in full force and effect until December 31, 2009, both dated inclusive. Unless one party hereto gives notice to the other party in writing sixty (60) days prior to December 31, 2009, this Agreement shall continue in full force and effect for an additional year, and henceforth from year-to-year until either party gives the other party sixty (60) days written notice prior to any anniversary of the original expiration date of its desire to modify or terminate this Agreement.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer this _____ day of _____, 200__.

Martin F. Ruane,
President

Richard Diaz

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Kenneth A. Totten,
Vice President

Pamela Murphy

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ATTACHMENT 1
PAY SCHEDULE, ARTICLE 3, SECTION 1A

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					Deleted: 68,917.30
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2007 - 3.5%; 2008 - 3%; 2009 - 3%					
2010 - 3% + 2.5% (Longevity as of July 1) - Richard Diaz					
2011 - 3% + 2.5% (Longevity as of May 14) - Pamela Murphy					
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