

AGREEMENT

BETWEEN

WASHINGTON TOWNSHIP BOARD OF FIRE  
COMMISSIONERS

MERCER COUNTY, NEW JERSEY

AND

WASHINGTON TOWNSHIP UNIFORMED FIREFIGHTERS  
ASSOCIATION

LOCAL 3786 of the

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,  
AFL-CIO, CLC

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JANUARY 1, 2004 - DECEMBER 31, 2006

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**ARTICLE 1 - PREAMBLE**

1.1 It is the purpose of this Agreement to achieve and maintain harmonious relations between the Washington Township Fire District, hereinafter referred to as the "District," and the Washington Township Uniformed 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 District 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 District.

**ARTICLE 5 - LABOR REQUIREMENTS**

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

**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 District shall not contract out bargaining unit work.



**ARTICLE 7 - DUES DEDUCTION / AGENCY SHOP**

- 7.1 The District 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 District agrees to issue a check every two (2) weeks 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 District against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the District at the request of the Union under this Article.

**ARTICLE 8 - PLEDGE AGAINST DISCRIMINATION AND COERCION**

- 8.1 The provision 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 or membership in the Association. Both the District and the Association shall bear the responsibility for complying with this provision of the Agreement.
  
- 8.2 The District 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 District 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 District'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 Commissioner in charge of personnel in writing thirty (30) days in advance of the scheduled meeting to facilitate proper manpower planning. The Commissioner in charge of personnel may require proof of attendance from the Representative.

**ARTICLE 10 - SERVABILITY 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, 2004 and shall remain in full force and effect until a successor Agreement has been executed.

**ARTICLE 12 - PENSION**

- 12.1 The District 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 District shall supply each employee with three (3) sets of work station uniforms upon initial hiring. Any replacement items must be purchased at the District'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 District, 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 District makes a uniform change, the cost of requiring each employee to change uniforms shall be the responsibility of the District.
- 13.4 The district 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 District 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 District issued clothing, equipment and supplies to the District. 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 District shall supply a list, as certified by the District 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.



**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 Board of Fire Commissioners 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 Washington Township Fire District 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 District'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 District as a firefighter.
- Candidate must possess a valid Fire Instructor Level 1 certification.
- The District 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 District 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 District will reserve the right to hire from the top three (3) candidates on the list. The candidate shall be picked by the career Chief, the most senior member of the Board of Fire Commissioners and the Commissioner in charge of personnel. 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 District, provided the total number of hours remain the same or less. The District 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.
- 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, personal leave, bereavement leave and 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 District will provide an accurate and orderly worksheet to track overtime hours worked.
- 17.8 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 District representative.

**ARTICLE 18 - WAGES**

- 18.1 The salaries of all members of the Association covered by this agreement shall be as set forth in the table below effective January 1<sup>st</sup> 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 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.
- 18.4.1 Employees hired in 2001 will advance to the next step of the salary guide on January 1, 2004 for the year 2004 only. Starting in 2005 all employees will revert back to 18.4 as above.
- 18.4.2 Employees hired between October 1, 2002 and December 31, 2002 will advance to the next step of the salary guide on January 1, 2004 for the year 2004 only. Starting on October 1, 2004 all employees will revert back to 18.4 as above.
- 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.

(salary guide on following page)

**Firefighter Pay Schedule**

Step	2004	2005	2006
P	31,000	31,000	31,000
1	34,943	35,642	36,355
2	36,870	37,792	38,736
3	38,814	39,978	41,176
4	45,132	46,486	47,881
5	47,366	49,733	52,220

**Lieutenant Pay Schedule**

Step	2004	2005	2006
1	48,678	51,112	53,667
2	50,059	52,562	55,190
3	51,439	54,011	56,712

**Captain Pay Schedule**

Step	2004	2005	2006
1	54,621	56,260	57,948
2	56,135	57,819	59,553
3	58,203	61,113	64,168

**ARTICLE 19 - LONGEVITY**

19.1 In addition to the salary ranges indicated, each employee will receive longevity pay as indicated below based on hiring date. 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.

19.2	2%	06 - 08 years
	4%	09 - 11 years
	6%	12 - 16 years
	8%	17 - 21 years
	10%	22 years - Retirement

**ARTICLE 20 - HOLIDAYS**

- 20.1 The District agrees to allow each Employee ten (10) holidays each calendar year of the contract. The days are as follows:
- a. New Year's Day
  - b. Martin Luther King Day (observed)
  - c. President's Day
  - d. Good Friday
  - e. Memorial Day (observed)
  - f. Independence Day (observed)
  - g. Labor Day (observed)
  - h. Columbus Day
  - i. Thanksgiving Day
  - j. Christmas Day
- 20.2 The payment for the ten (10) holidays will be made based on twelve (12) hours per day in a separate check to the Employees in the first pay for November each year. Employees who were required to work on any of the holidays designated herein, will receive one and one-half (1 ½) times their pay for the time actually worked.
- 20.3 Employees who are scheduled to work overtime or recalled to work on any of the holidays designated herein, will receive two and one half (2 ½) times their pay for the time actually worked.

**ARTICLE 21 - VACATION TIME**

21.1 Yearly vacation time will be as follows:

- a. After six (6) months to two (2) years - Seventy two (72) hours
- b. After two (2) years to five (5) years - One hundred twenty (120) hours
- c. After five (5) years - One hundred ninety two (192) hours

21.2 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.

21.3 Only one (1) year's vacation entitlement time may be carried over to the next year.

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



**ARTICLE 22 - INJURY LEAVE**

- 22.1 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 Firemen's Pension System not to exceed one (1) year. Any payments of temporary disability insurance by the State or the District's Workers Compensation Insurance Carrier shall be credited toward the full pay set forth above.
- 22.2 The District may require that the injury, illness or disability be evidenced by a certificate of a physician designated by the Fire District to examine the employee.
- 22.3 All Injury Leaves shall terminate when the physician appointed by the District gives a full medical report as to the employee's physical condition and his fitness for duty.
- 22.4 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.
- 22.5 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 District 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.
- 22.6 During such leave the District 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 23 - SICK TIME / PERSONAL TIME**

- 23.1 Each Employee will receive a total of ninety six (96) hours of sick leave per year.
- 23.2 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.
- 23.3 Employees are subject to disciplinary action by the District for the willful, malicious and negligent use of sick leave by the employee.
- 23.4 Sick time can be accumulated from year to year.
- 23.5 If an employee calls out sick for two (2) or more consecutive days a certification of illness must be submitted from the employee's physician.
- 23.6 Each Employee will receive a total of forty eight (48) hours of personal time.
- 23.7 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.
- 23.8 The District 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.
- 23.9 Unused Personal Time will be rolled over into the Employee's Sick Time.

**ARTICLE 24 - SPECIAL LEAVE**

- 24.1 The District 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 District.
- 24.2 The District, 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 Board of Fire Commissioners when the District 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 District.
- 24.3 In the event of a vacancy caused by a leave of absence, the District may fill said vacancy with per-diem employees.
- 24.4 The District shall extend Health Benefits, as described in Article 16 of this Agreement, to an Employee on Special Leave at the expense of the Employee.
- 24.5 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 25 • BEREAVEMENT LEAVE**

- 25.1 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) hours 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.
- 25.2 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) hours 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.
- 25.3 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.
- 25.4 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 26 - MILITARY LEAVE / RESERVE DUTY**

- 26.1 The District agrees to give time off on 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.
- 26.2 A member must request in writing to the District any additional time off required for reserve duty.
- 26.3 The District agrees to give time off to any member having to do active military leave.

**ARTICLE 27 - SHIFT EXCHANGE - MUTUAL**

- 27.1 All exchanges shall be subject to review and approval by the career chief or, in his absence, the Fire Commissioner in charge of personnel.
- 27.2 The District shall not incur any overtime obligation as a result of shift exchanges.
- 27.3 Employees shall be limited to initiating 10 mutuals per calendar year.
- 27.4 Mutuals shall not be used consecutively.

**ARTICLE 28 TRAINING**

28.1 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 District.

28.1.1 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

28.1.2 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.

28.1.3 Upon dismissal from class, the employee shall immediately return to duty.

28.2 The District 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 District, at the discretion of the District.

28.3 Any fees, charges, or other expenses necessary for an employee to acquire or maintain required certifications or licenses shall also be borne by the District.

28.4 Any mandatory drill or training course which an employee is required by the District to attend on an employee's day off will constitute "call-back time," and employees will be compensated accordingly.

**ARTICLE 29 - EDUCATION**

- 29.1 It is understood and agreed by the District that when prior approval is given, time off shall be provided to Employees who wish to attend approved fire training schools, courses and/or seminars. It is further understood by the District and the Employees that said approval will not be unreasonably denied.
- 29.2 Employees taking courses for their job related degree, i.e. Fire Science, Public Safety, Public Administration, EMS Administration, etc., shall be reimbursed for the cost of tuition and books, when approved in advance in writing by the District according to District policy. The total per credit cost shall not exceed the per credit cost at The College of New Jersey for state residents.
- 29.3 In order to be reimbursed for courses taken, employees must obtain a passing grade in the course.
- 29.4 Employees wishing to take courses must apply for reimbursement prior to the start of the semester
- 29.5 The following chart will be used to determine the total allowable credits that an employee can take:
  - 0 - 3 years of service: 32 total credits
  - 4 - 5 years of service: 64 total credits
  - After 6 years of service: no more than 12 credits per semester
- 29.6 If the Employee voluntarily terminates employment with the District, the Employee shall reimburse the District for the six (6) months of tuition reimbursement immediately prior to termination.



**ARTICLE 30 - HEALTH BENEFITS AND HOSPITALIZATION**

30.1 The District shall provide to all Employees and their families hospitalization and sickness insurance under the New Jersey State Health Benefit Program.

30.2 **Combination Optical and Dental:** The District shall reimburse each Employee and their family for eyeglasses, examinations and dental work, upon presentation of receipts to the District. For unmarried employees with no dependants, the District shall reimburse each employee up to one thousand five hundred dollars (\$1500) annually. For married employees with no dependant children, or single employees with one dependent child, the District shall reimburse each employee, up to two thousand dollars (\$2000) annually. For single employees with two or more dependent children or a married employee with one or more dependant children, the District shall reimburse each employee, up to three thousand dollars (\$3000) annually. There is no maximum individual reimbursement; employees will be reimbursed for any eligible expenses up to their maximum annual allowance for themselves or any eligible dependant.

30.3 The District shall provide to all Employees and their families a prescription drug plan under the New Jersey State Health Benefits Program. The cost for this program will be paid for by the employee through payroll deduction.

30.4 The District will continue coverage of medical insurance as currently provided in paragraph 30.1 of this Article, dental care as described in paragraph 30.5 of this Article and eye care as described in paragraph 30.2 of this Article, prescription coverage as currently provided in paragraph 30.3 of this Article, for the employee and his 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.

30.5 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 District 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 31 - SICK TIME BUYBACK**

31.1 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 \$12,000 limit on the maximum payment.

**ARTICLE 32 - RECALL ASSIGNMENTS**

- 32.1 The District 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.
- 32.2 Firefighters that are recalled to duty shall serve at the discretion of the highest-ranking career fire officer.
- 32.3 In the event of a local, state or federally declared State of Emergency, the District reserves the right to mandate the recall of off duty personnel.

**ARTICLE 33 - WEATHER CONDITIONS**

33.1 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 34 - STAFFING**

- 34.1 Minimum staffing levels for apparatus will be maintained.
- 34.2 Minimum staffing for each tour shall be five (5), three (3) on the Engine and two (2) on the Rescue.

**ARTICLE 35 - PERSONNEL FILES**

- 35.1 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 District, and may be used for evaluation purposes by the District.
- 35.2 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 Commissioner in charge of personnel or his designated representative at times mutually convenient.
- 35.3 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.
- 35.4 All personnel files will be carefully maintained and safeguarded permanently.
- 35.5 All complaints or disciplinary action records placed in an Employee's personnel file shall be removed after one (1) year.

**ARTICLE 36 - GRIEVANCE AND ARBITRATION PROCEDURE**

36.1 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.

36.2 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 District

36.3 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 District 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 District and the Union, in an earnest effort to adjust the differences between the parties. If the District 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 Commissioner in charge of personnel 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 Commissioner in charge of personnel or his designee, 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 Commissioner in charge of personnel, or his designee, 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 Commissioner in charge of personnel 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 Chairman of the Board of Fire Commissioners (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 Chairman of the Board of Fire Commissioners.

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

In the event of the failure of the Chairman of the Board of Fire Commissioners to act in accordance with 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 individual employee 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 37 - DISCIPLINE AND DISCHARGE

- 37.1 No Employee shall be disciplined or discharged without just cause.
- 37.2 Disciplinary action may be taken against any employee when it is believed that the employee is not conforming to the letter or spirit of District 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.
- 37.3 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 Commissioner
  - b. Written reprimand from career chief officer, or Commissioner
  - c. Suspension from duty with pay by The Board of Fire Commissioners
  - d. Suspension from duty without pay by The Board of Fire Commissioners
  - e. Demotion of employee by The Board of Fire Commissioners
  - f. Discharge from duty by The Board of Fire Commissioners
- 37.4 Where the District 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.
- 37.5 With the exception of Section "37.3" Paragraph "a" above, and Section "37.3" 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.

**ARTICLE 39 - MISCELLANEOUS PROVISIONS**


- 40.1 The District shall maintain workers compensation insurance for all employees.
- 40.2 Each employee may be required to submit to an annual physical. Said physical will be paid for by the District.

**SIGNATURE PAGE**

DATE: October 9, 2003

WASHINGTON TOWNSHIP FIRE DISTRICT No. 1

MERCER COUNTY, NEW JERSEY

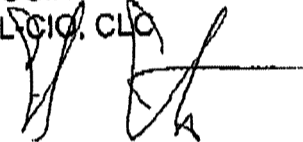
By:   
Deborah Matson  
Fire Commissioner

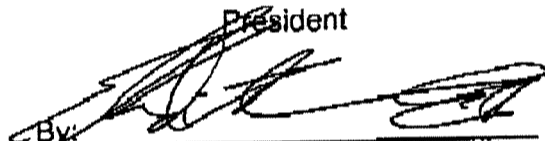
By:   
Robert Hutchinson  
Fire Commissioner

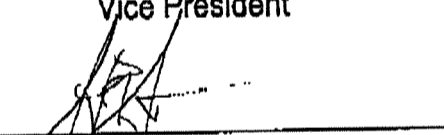
WASHINGTON TOWNSHIP UNIFORMED FIREFIGHTERS ASSOCIATION

LOCAL 3786 OF THE

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,  
AFL-CIO, CLC

By:   
Erik E. Eitel  
President

By:   
Edmund Haemmerle  
Vice President

By:   
Steven Schnaudt  
Delegate

(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 38 - LEGAL DEFENSE**

- 39.1 The District 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 District 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.

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