

# **AGREEMENT**

Between the

Commissioners of Fire District No.1 in the Township of  
Plainsboro, County of Middlesex

and the

Middlesex County Firefighters Association, Local 3451 of  
the International Association of Fire Fighters

**2012 - 2015**

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**PREAMBLE**

THIS AGREEMENT made the 10 day of July, 2012 between the Commissioners of Fire District No.1 in the Township of Plainsboro, County of Middlesex (hereinafter referred to as the "Fire District"), and the Middlesex County Firefighters Association – I.A.F.F., Local #3451 (hereinafter referred to as the "Union"); and

WHEREAS, the Fire District is a body created pursuant to N.J.S.A. 40A: 14-70, et seq., and is known as “The Commissioners of Fire District No. 1 in the Township of Plainsboro, County of Middlesex”: and

WHEREAS, the Union and the Fire District have engaged in negotiations; Now, therefore, subject to law as herein provided and in consideration of the following mutual promises, covenants, and agreements contained herein, the parties agree as follows:

**RECOGNITION**

The Fire District hereby recognizes I.A.F.F., Local #3451 as exclusive bargaining representative for all Full-Time Firefighters.

**DEFINITIONS**

Where “Fire District” or “the Board” is referenced, it shall mean the Board of Fire Commissioners.

Where a “Supervisor” is referenced, it shall be construed to mean the “Commissioner in charge of personnel,” as assigned at the most recent reorganization meeting. Duties of the “Commissioner in charge of personnel” may be adjusted if and when a Supervisor is appointed. If appointment occurs during the term of this agreement, the Supervisor shall be extended privileges and responsibilities afforded to the Commissioner in charge of personnel at the sole discretion of and direction by the Fire District. In the absence of the Supervisor or the Commissioner in charge of personnel, the following chain of command shall be utilized: Board Chairman, Vice-Chairman, Secretary, Treasurer, Volunteer Chief, Deputy Chief, Assistant Chief, Captain.

Where a male-gendered article such as “he” or “him” is used in this document, it shall apply to all employees regardless of gender.

**MANAGEMENT RIGHTS**

The Fire District retains and reserves unto its self without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in the Fire District by the laws, regulations and constitution of the State of New Jersey and of the United States prior to the execution of this Agreement, including but not limited to the following:

1. To manage and administer the Fire District and its properties and facilities and activities and its employees utilizing personnel, methods and means of the most appropriate and efficient manner possible, as may be determined by the Fire District;
2. To hire all employees, to promote, transfer, assign or retain employees in positions with the Fire District;
3. To suspend, demote, discharge or take any appropriate disciplinary action against any employee for just cause;
4. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required;
5. To make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Fire District after advance notice thereof to the employees to require compliance by the employees is recognized; and
6. The foregoing shall be limited only by the express terms of this Agreement, local laws and ordinances and the laws, regulations and constitution of the State of New Jersey and of the United States.

**CONDITIONS PRECEDENT AND CONDITIONS OF EMPLOYMENT**

A Firefighter shall have a valid New Jersey driver’s license with proof of the same provided to the Fire District prior to employment, which shall be a condition precedent to employment. This license must be maintained during the period of employment. The Firefighter shall also maintain appropriate licenses and certifications as required by law/regulation during his employment.

The Firefighter, as a condition precedent to his initiation of employment and at such times thereafter as otherwise deemed necessary, upon directive by the Fire District shall undertake a physical examination by a Health Care Provider determined acceptable by the Fire District and

receive a written certification from said Health Care Provider that said Firefighter is otherwise determined physically capable of undertaking the duties and responsibilities of the job.

Pursuant to N.J.S.A. 40A:14-9, the Firefighters must maintain residence in the state of New Jersey.

**DRUG TESTING POLICY**

A Drug Testing Policy and Procedure is attached as Appendix A.

**DUTIES AND RESPONSIBILITIES**

The duties and responsibilities of the Firefighter relative to the position of fire fighter shall be as defined by the Fire District.

**DEVOTION BY FIREFIGHTERS OF FULL-TIME TO BUSINESS**

The Firefighter shall devote, through the duration of his work day, inclusive of all overtime, drills, paid travel, and other paid or reimbursed business, his time, attention, knowledge and skill solely and exclusively to the business and interest of the Fire District.

**NON-DISCLOSURE OF INFORMATION CONCERNING BUSINESS**

Unless his job requires that he do so, the Firefighter further specifically agrees that he will not, at any time, in any fashion, form or manner, either directly or indirectly, divulge, disclose or communicate to any person, firm, or corporation in any manner whatsoever (including verbal and written communications, electronic messaging, or social networking) any information of any kind, nature or description concerning any matters affecting or relating to the business of the Fire District, including without limiting the generality of the foregoing, the names and amounts owed to the Fire District, by any of its customers or any information of, about or concerning the business of the Fire District, its manner of operation, its plans, processes or other data of any kind, nature or description, without regard to whether any or all of the foregoing matters would be deemed confidential, material or important, the parties hereto stipulating that as between them the same are important, material and confidential and gravely affect the effective and successful conduct of the business of the Fire District and its good will, and that any breach of the terms of this paragraph is a material breach thereof.

## **MAINTENANCE OF WORK OPERATIONS**

It shall be the mutual objective of the Union and the Fire District to provide uninterrupted public safety and protection of the general public. The Union agrees that, during the term of this Agreement, neither the Union, nor anyone active on behalf of the Union, shall cause, authorize, support or take part in any strike, work stoppage, slowdown or walkout. The Union agrees that such action would constitute a material breach of this Agreement. Participation in any of the above shall be deemed grounds for disciplinary action up to and including dismissal. The Union shall actively discourage any strike, work stoppage, slowdown, walkout or other action that may adversely impact upon the mutual objective expressed above.

Nothing contained in this Agreement shall be construed to limit or restrict the Fire District in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or by its members.

## **GRIEVANCE PROCEDURES**

- A. Definition: The term "grievance" as used herein shall mean any controversy arising over the application or interpretation of this Agreement or of a Fire District policy affecting the terms and conditions of employment covered by this Agreement.
- B. The Grievant: A grievance may be filed by any unit member or the Union.
- C. Discipline: The grievance procedure shall also be the exclusive means for any unit member and/or Union appeal of a disciplinary action.
- D. The Grievance Procedure: The following constitutes the sole and exclusive method for resolving a grievance between the parties under this Agreement.

A written statement by the grievant providing

- a. The specific Article, paragraph or provision and/or policy violated;
- b. the material facts of the violation; and
- c. the relief sought.

### **Step One**

The grievant shall institute action by filing a grievance with the Supervisor or his designee within seven (7) calendar days after the occurrence of the event which prompted the grievance. The Supervisor or his designee shall schedule and hold a meeting with the grievant within fifteen (15) calendar days after the Grievance is filed. The intent of this

meeting is to reach a settlement. A response shall be provided to the grievant within fifteen (15) calendar days after the meeting. If a decision is not rendered within the time limits prescribed for a decision, then the grievance shall be deemed to be denied.

### Step Two

If the grievant is not satisfied with the results of Step One, the grievant may file an appeal within five (5) calendar days with the Board after receipt of the results of Step One or the time limits prescribed for a decision have expired. The Board or its designee shall schedule and hold a meeting or hearing at its discretion with the grievant within thirty (30) calendar days after receipt of the grievance appeal. The Board or its designee shall provide a response to the grievant within twenty (20) calendar days after the meeting or hearing. If a decision is not rendered within the time limits prescribed for a decision, then the grievance appeal shall be deemed to be denied.

### Step Three

If the Union and only the Union is not satisfied with the results of Step Two, the grievant may file for Arbitration with the Public Employment Relations Commission (“PERC”) within thirty (30) calendar days upon receipt of the decision from the Board or the time limits prescribed for a decision have expired. Failure to file for Arbitration within the foregoing thirty (30) day time period will render the grievance abandoned.

- A. The Arbitrator shall be chosen in accordance with the rules promulgated by PERC or by a procedure agreed upon by the parties in writing.
- B. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed hereunder, then disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to be denied. Nothing herein shall prevent the parties from mutually agreeing to extend the time limits

provided for processing the grievance at a step in the grievance procedure. Any such agreement shall be in writing.

- C. The cost of the Arbitrator shall be shared equally by the Board and the Union.
- D. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey and shall be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement, or any amendment or supplement thereto.
- E. In rendering the written decision, The Arbitrator shall indicate findings of fact and the reasons for the decision. The finding of the Arbitrator shall be binding on both parties.
- F. The parties agree that only one issue shall be placed before one arbitrator at any time. An arbitrator will be permitted to hear multiple issues only upon the mutual agreement of the parties.
- G. It is agreed only the Union shall have the authority to advance an unresolved dispute to Arbitration.

**BASE SALARY**

Base salary for present full-time Firefighters shall be as follows:

<i>Base Salary - Seip</i>	<i>Base Salary – Collins &amp; Maguire</i>
<b>\$70,322</b>	<b>\$51,327</b>

Base salary for new personnel will be determined at the time of hire based on training, experience, and other desired qualifications.

**SALARY STEP PLAN**

Effective January 1, 2012, all Firefighters in this bargaining unit will retroactively receive a promotion to the next salary step; thereafter, annual promotions shall be given by advancement to the next higher salary step.

<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>
1	\$34,500	5	\$45,253	9	\$58,216
2	\$37,197	6	\$48,194	10	\$62,000
3	\$39,895	7	\$51,327	11	\$66,030
4	\$42,491	8	\$54,663	12	\$70,322



Once the twelfth (12<sup>th</sup>) and final salary step of \$70,322 is reached, the annual salary increase effective January 1, 2012, January 1, 2013, January 1, 2014, and January 1, 2015 shall be 2.0%.

### **PERFORMANCE EVALUATIONS**

The Firefighter agrees they will, at all times, faithfully, industriously and to the best of his ability, experience and talent perform all of the duties that may be required of and from him to the reasonable satisfaction of the Fire District. Such duties shall be rendered at the firehouse of the Fire District and at such other place or places as the Fire District shall, in good faith, require or as the interests, needs, business and opportunities of the Fire District shall require or make advisable.

The Fire District shall establish a performance evaluation policy and will strive to incorporate and address any comments provided by the Union. The performance review policy and methodology will be at the sole discretion of the Fire District and shall include but not be limited to evaluation in areas of adherence to job function, attendance, communication, and cooperation with Fire District and Department volunteers.

Performance evaluations shall occur annually and shall be conducted by the Supervisor. In the event a Firefighter is on authorized leave during the rating period, they shall be rated as soon as practicable after their return to active employment. Performance evaluations shall be maintained in the Firefighter's employee file.

### **APPARATUS AND EQUIPMENT MAINTENANCE STIPEND**

Effective January 1, 2012, the Firefighter may qualify for a stipend of up to **\$2,500.00** per annum. The stipend qualification will be based upon an evaluation by the Fire District or its designee for the following tasks which may upon notice to the Firefighter be revised or adjusted from time to time:

- Analyze mechanical problems, organize assigned work, and develop effective work procedures;
- Perform mechanical repairs to fire apparatus, fire pumps, hydraulic controls, and/or other machinery and equipment both diesel and gasoline operated, as applicable;
- Conduct road tests and other tests after the work has been completed to ensure proper performance of the vehicles and other apparatus;

- Provide recommendations for major apparatus repairs;
- Maintain computer records to include parts and equipment inventory; diagnosis and repairs made and record time to address same; and
- Attend automotive mechanic training courses, as required by the Fire District.

### **HOURS OF EMPLOYMENT**

The regular Firefighter work schedule shall consist of eight hours per day to be determined by the Fire District from 07:00 to 17:00; Monday through Friday, with a one-half hour lunch period, during which the Firefighter shall be on call for all fire emergencies and remain within the Fire District at a reasonable and emergent response range (as determined by Supervisor). The Fire District and/or the Union reserves the right to re-open negotiations to address Firefighter work hours as needed.

### **ATTENDANCE AT DRILLS AND STAND-BYS**

Firefighter's employment shall include attendance at trainings and drills, and other activities as appropriate, when specifically requested and approved by a Chief Officer or the Supervisor. The Chief Officer and/or Supervisor will make every reasonable effort to provide a minimum of twenty-one (21) calendar days notice for any mandatory exercises. Unit Members shall receive compensation for time worked in excess of 40 hours as outlined in applicable sections of this agreement.

### **OVERTIME**

Overtime compensation shall be paid at the rate of time and one-half (1½) the regular hourly rate of pay. Time-and-a-half will begin after the 40th hour of work. Paid holiday time, paid sick time, paid vacation time, paid personal time, and paid bereavement time shall count toward the actual time worked calculation for determining eligibility for overtime pay. Overtime will be assigned based upon need as determined by the Fire District.

If a Firefighter is called into work, called back to work, or scheduled to work outside his regularly scheduled hours, the Firefighter shall work a minimum of two (2) hours, and be paid at the rate of time and one-half (1½), provided however that the two (2) hour minimum shall not apply to hours worked contiguous with the employee's work day. The Fire District shall have the right to retain the Firefighter for the full period. Time is calculated from the time the Firefighter reports to the job.

A Firefighter may request to receive compensatory time for overtime hours worked in lieu of overtime compensation. Compensatory time shall be computed on the same basis as overtime at the rate of time and one-half (1½). The Fire District shall schedule the Firefighter's utilization of compensatory time.

**MEDICAL, DENTAL AND OPTICAL BENEFITS**

The Fire District shall provide major medical and prescription benefits through the NJ State Health Benefits Program (NJSHBP). Immediate family (spouse or civil union partner and children) are covered under these benefits in accordance with the current NJSHBP plan benefits, requirements, and policies.

NJSHBP plans provide for an annual eye examination. The Firefighter shall be provided additional optical benefits to the extent that eyeglasses and/or eye examinations during any year shall not exceed \$750.00 per year. Payment for these services shall be made upon submission of a receipt by the Firefighter to the Fire District.

The Firefighter shall receive a group life insurance policy through the NJ Division of Pensions in the amount of 3.5 times their base salary.

The Fire District will withhold a minimum of 1.5% per pay period from the Firefighter's base pay representing the Firefighter's contribution toward the cost of medical, dental and optical coverage. The actual withheld contribution amount shall reflect that which is specified by the Health Benefit Contribution Requirement under Chapter 78, P.L. 2011 for the plan(s) in which each Firefighter enrolls.

The Firefighter may elect not to participate in the NJSHBP program provided by the Fire District if they demonstrate proof to the Fire District's satisfaction that they maintain other health care coverage. If the Firefighter elects not to participate, the Fire District shall not withhold the Firefighter's contribution toward same and shall provide an annual taxable benefit of \$2,000. The Firefighter must notify the Fire District by November 30<sup>th</sup> of the previous year if he intends to opt in or opt out of the programs.

The Fire District reserves the right to change insurance carriers upon thirty (30) days notice, provided the coverage is substantially similar to the current coverage.

**RETIREMENT BENEFITS**

The Fire District shall provide and maintain pension and retirement benefits in accordance with the provisions and statutes of the New Jersey Police and Fireman’s Retirement System (PFRS) to all Firefighters covered by this agreement.

**WORK-INCURRED INJURY**

Firefighters who are injured, whether slightly or severely, while working, must submit a report within twenty-four (24) hours to the Supervisor. Firefighters may not return to work without a certification from a Fire District healthcare provider that he is capable of returning to work. Costs for examination and certification shall be paid by the Fire District. Should the Fire District wish any additional opinion other than what is specified above, it may order the Firefighter to a second physician for a certification to return to work at Fire District expense. Should there be a difference of opinion between the two doctors, then the Fire District will send the Firefighter to a third doctor at Fire District expense.

**SEVERABILITY**

If any proceeds or provision(s) of this Agreement or any application of this Agreement to any Firefighter or group of Firefighters is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If any provision(s) of this Agreement is/are subsequently declared by the proper legislative or judicial authority or Court of competent jurisdiction to be unlawful, it shall be stricken from the Agreement.

**PERSONAL DAYS**

Firefighters covered under this Agreement shall be allowed two (2) personal leave days annually. Such leave shall be non-cumulative. New Firefighters shall accrue one (1) personal day at the end of each sixth month of employment. Thereafter, each Firefighter shall be credited with (2) personal days on January 1st of each year. Payment for personal days shall be calculated on the basis of one (1) accrued personal day for each six (6) months of employment completed in the year said employment is terminated. Personal days may be taken on separate days or

consecutively. Any approval for time off prior to the execution of this agreement shall stand and may not be rescinded. All requests for time off must be approved in advance by the Supervisor.

**VACATION DAYS**

Years of Service	Number of Vacation days per year
Less than Six (6) months	0 Days
Six (6) months to less than Five (5) years	10 Days
Five (5) years to less than Ten (10) years	15 Days
Ten (10) or more years	20 Days

All requests for time off must be approved in advance by the Supervisor. The Firefighter shall notify the Supervisor of his intention to take vacation time at least fourteen (14) days prior to taking his intended vacation leave. All vacation leave shall be used in the current year, except a Firefighter may “carryover” one half of accrued unused vacation leave into the first six months of the ensuing year. A Firefighter may not use more than 10 consecutive vacation leave days without the prior approval of the Fire District. A vacation request will be honored on a first-come first-served basis subject to availability at the sole discretion of the Fire District.

Vacation leave shall be prorated for the last calendar year of employment. It shall be assumed that a Firefighter shall remain in the service of the Fire District for the full calendar year or portion thereof from date of hire and is entitled to use all vacation time for that calendar year. If separation of employment occurs before the end of the calendar year and the Firefighter has used more than his or her number of vacation days, the rate of pay for the excess vacation days shall be deducted from the separated Firefighter's last paycheck. If separation of employment occurs before the end of the calendar year and the Firefighter has used less than his or her number of vacation days, the pay for unused vacation days shall be added to the Firefighter's last paycheck. The rate of pay for unused vacation days shall be reflective of the actual base salary earned by the Firefighter on January 1 of that calendar year.

Any approval for vacation leave prior to the execution of this agreement shall stand and may not be rescinded.

## **HOLIDAYS**

The Fire District will grant holiday time off to all Firefighters for the following holidays:

- |                           |                          |
|---------------------------|--------------------------|
| 1. New Year's Day         | 2. Washington's Birthday |
| 3. Memorial Day           | 4. Independence Day      |
| 5. Labor Day              | 6. Thanksgiving Day      |
| 7. Day after Thanksgiving | 8. Christmas Day         |

Firefighters shall receive two floating holidays per year. Floating holidays shall be utilized in the year accrued. Firefighters shall receive a benefit of one (1) additional floating holiday per year during the term of this agreement only for the years 2012, 2013, 2014, and 2015. This provision shall be sunset with said benefit reverting back to two (2) floating holidays with the expiration of this agreement on December 31, 2015.

Where it is required by the Fire District that a Firefighter report to work on a holiday, the Firefighter shall be compensated by receiving straight pay for the hours worked plus eight (8) hours of straight pay. Firefighters working on a Holiday that falls on their seventh consecutive day will be paid at the double time (2x) rate of pay. A Firefighter may request to receive compensatory time for overtime hours worked in lieu of overtime compensation.

If a holiday falls during a Firefighter's vacation or personal leave, holiday leave will be provided instead of vacation leave that would otherwise have applied. With the exception of vacation, bereavement, or personal leave, a Firefighter must work the day before and the day after a holiday in order to be compensated for that holiday.

Any Firefighter who is on leave of absence (i.e. injury leave or workman's compensation or other unpaid leave) shall not be eligible for paid holidays which fall during the Firefighter's leave of absence.

Any holiday which falls on Saturday shall be celebrated the preceding Friday. Any holiday which falls on Sunday shall be celebrated the following Monday.

**SICK LEAVE**

Sick leave is hereby defined to mean absence from post or duty because of medical condition which makes it impossible for the Firefighter to perform the duties of his position.

Years of Service	Number of Paid Sick days
Less than Six (6) months	0 Days
Six (6) months to Five (5) years	9 Days
Five (5) to Ten (10) years	9 Days
Ten (10) or more	9 Days

Sick leave shall accumulate to a maximum of fifty (50) days of paid sick leave per Firefighter.

A Firefighter absent from work on sick leave for more than two (2) consecutive working days, shall submit to the Fire District medical evidence substantiating said illness by way of a note from a licensed Physician and further substantiating the ability to return to employment.

If a Firefighter is absent from work for reasons that entitle him to sick leave, the Fire District shall be notified as early as possible, but no later than one hour prior to the start of the scheduled work shift from which he is absent. Failure to notify the Fire District may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

In the event of a Fire District Firefighter’s death prior to the effective date of their retirement, if the person has been a continuous and uninterrupted period of at least 15 years immediately prior to their death and has remaining on the Fire District’s books unused accumulated earned paid sick time, the deceased Firefighter’s estate shall be entitled to receive one-third of the decedent’s unused accumulated earned paid sick leave computed at the full rate of the deceased Firefighter’s rate of pay. Compensation is defined to be the annual base pay at the time of death.

**LEAVE OF ABSENCE**

Leave without pay may be granted to a Firefighter upon advance written request and approval by the Board. A written request for leave without pay may only be initiated by the Firefighter after exhausting his or her accumulated sick, personal, and vacation time.

### **BEREAVEMENT LEAVE**

In the event of death of:

The Firefighter's spouse, child, step-child either continuously residing in the Firefighter's household or who is listed as a dependant of the Firefighter, parents or spousal relationship, the Firefighter shall be granted time off without loss of pay from the day next following the day of death, but in no event shall said leave exceed three (3) working days;

The Firefighter's brother, sister, in-laws, step-parents, grandparents, grandchildren, or relative continuously residing in the Firefighter's household, the Firefighter shall be granted time off without loss of pay from the day next following the day of death, but in no event shall said leave exceed two (2) working days;

The Firefighter's current in-laws, aunts, uncles, nieces and nephews, the Firefighter shall be granted time off without loss of pay for the day next following the day of death, but in no event shall said leave exceed one (1) working day.

Reasonable verification of the event may be required by the Fire District. A Firefighter may make a request for time off to attend a funeral separate and distinct from bereavement leave to be charged as sick, personal or vacation time. If a Firefighter is on vacation leave or sick leave, and an eligible death occurs, the vacation leave or sick leave shall terminate and bereavement leave shall apply. There shall be no annual cap for bereavement leave. The time of bereavement leave will be allowed to be taken within a ten (10) day period from the death at the discretion of the Firefighter with a prior notification to the Fire District.

### **MILITARY LEAVE**

Firefighters shall be entitled to Military Leave in accordance with the State statutes provided herein:

N.J.S.A. 38:23-1. Leave of absence for public officers, employees

A permanent or full-time temporary officer or employee of the State or of a board, commission, authority or other instrumentality of the State, or of a county, school district or municipality, who is a member of the organized reserve of the Army of the United States, United States Naval



Reserve, United States Air Force Reserve or United States Marine Corps Reserve, or other organization affiliated therewith, including the National Guard of other states, shall be entitled, in addition to pay received, if any, as a member of a reserve component of the Armed Forces of the United States, to leave of absence from his or her respective duty without loss of pay or time on all work days on which he or she shall be engaged in any period of Federal active duty, provided, however, that such leaves of absence shall not exceed 30 work days in any calendar year. Such leave of absence shall be in addition to the regular vacation or other accrued leave allowed such officer or employee. Any leave of absence for such duty in excess of 30 work days shall be without pay but without loss of time.

Notwithstanding subsection a. of this section, a full-time temporary officer or employee who has served under such temporary appointment for less than one year shall receive for the service hereinabove described leave without pay but without loss of time.

N.J.S.A. 38:23-3. Compensation of public officers or employees while in military or naval service

Any officer, department, institution, committee, commission or other body of the state or any subdivision or municipality thereof, may pay in his or its discretion the whole or a part of the salaries or compensation of their employees or attaches during the time they are engaged in a branch of the military or naval service of the national government or of this state.

No greater portion of the salary or compensation of a commissioned officer as an employee of a department of the state or municipal government shall be paid to him under this section than will, when added to his salary as such commissioned officer, equal the amount paid to him by the state or municipal department before entering the military or naval service.

N.J.S.A. 38A:4-4. Leave of absence without loss of pay, exceptions

A. A permanent or full-time temporary officer or employee of the State or of a board, commission, authority or other instrumentality of the State or of a county, school district or municipality who is a member of the organized militia shall be entitled, in addition to pay received, if any, as a member of the organized militia, to leave of absence from his or her respective duties without loss of pay or time on all days during which he or she shall be engaged in any period of State or Federal active duty; provided, however, that the leaves of absence for

Federal active duty or active duty for training shall not exceed 90 work days in the aggregate in any calendar year. Any leave of absence for such duty in excess of 90 work days shall be without pay but without loss of time.

B. Leave of absence for such military duty shall be in addition to the regular vacation or other accrued leave allowed such officers and employees by the State, county or municipal law, ordinance, resolution, or regulation.

C. Notwithstanding subsection a. of this section, a full-time temporary officer or employee who has served under such temporary appointment for less than one year shall receive for the service hereinabove described leave without pay but without loss of time.

### **JURY DUTY LEAVE**

Any Firefighter who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the Fire District his full daily base rate of pay, subject to the following conditions:

- (1) The Firefighter must notify the Fire District immediately upon receipt of a summons for jury service.
- (2) The Firefighter submits adequate proof of the time served on the duty.
- (3) In accordance with N.J.S.A. 2B:20-16 the Firefighter will not receive juror fees. Firefighters should notify the Jury Management Office when they report for service. If a check is issued to the Firefighter in error, he is required by law to return it to the Jury Management Office.

If on any given day an Firefighter is attending jury duty he is released by the Court prior to one o'clock p.m., that Firefighter shall be required to return to work subject to work schedule of each department that day in order to receive pay for that day.

### **SAFETY**

All Fire District Firefighters are required to have a high regard for personal safety and the safety of others. If a Firefighter discovers an unsafe or hazardous condition, he will immediately advise the Supervisor verbally and in writing; the Fire District shall investigate said complaint and report on his investigation to the Firefighter in writing.

## **UNIFORMS AND EQUIPMENT**

Uniforms and necessary equipment for employment shall be provided by the Fire District within its discretion and will be worn as directed by the Fire District during normal working hours. The quality, type, number, style, etc. will be in the sole discretion and approval of the Fire District. Full uniforms shall be worn while on duty, including District-issued personal protective equipment and safety equipment. No additional items (pins, badges, other insignia) shall be worn by Firefighters while on duty unless approved in advance by the Fire District.

If negligence in the use, maintenance, or care of said clothing or equipment is determined in the sole discretion of the Fire District, then same shall be replaced by the Firefighter and the cost of the replacement shall be deducted from the wages of the Firefighter. If replacement of the aforementioned clothing which may be damaged, destroyed or found unserviceable during the term and function of employment is necessary, then same shall be replaced upon proof of the above by the Firefighter to the Fire District.

All protective clothing and equipment shall meet the standard, whether existing or promulgated during the term of this agreement, that provides the highest level of worker protection from among Federal, State, and industry standards.

## **TRAINING & CONTINUING EDUCATION**

Any training, initial and/or recurrent that is required by State or Federal law, Executive Order, or Presidential Directive shall be provided to the Firefighter(s) free of charge and shall be done while the Firefighter is on duty.

Fire District agrees to provide training OR reimburse the Firefighters (at the sole discretion of the Fire District) for costs related to the following certifications, upon satisfactory completion:

1. Emergency Medical Technician - Refresher (Core 13)
2. CPR/AED
3. Fire Instructor Continuing Education Units (for previously or independently certified Fire Instructors)

If the Fire District cannot provide the training within the required timeframe for certification/recertification, the amount of reimbursement shall be the cost to the Firefighter for the course, books, laboratory fees, tolls, and parking. The Firefighter agrees to use any and all

available funding (Firefighter Training Fund) to reduce expenses to the Fire District. Any training sponsored or conducted by the Fire District may be attended free of charge by the Firefighters but is subject to approval by the Supervisor if the Firefighter desires to be paid during such training.

**MUTUAL AID**

Firefighters while rendering aid to another community at the direction of their superiors shall be fully covered by the Workers' Compensation and Liability Insurance which applies to them during the ordinary course of their employment within their normal service area.

**MILEAGE ALLOWANCE & EXPENSES**

Whenever a Firefighter shall be required to use his/her personal vehicle in any Fire District-connected business, he shall be entitled to the mileage allowance as established by the Internal Revenue Service. Additional expenses such as parking, tolls, etc. shall be reimbursed to the Firefighter upon submission of a receipt(s). The use of personal vehicles is subject to the discretion of and prior approval by the Supervisor.

**DISCIPLINARY PROCEDURES**

Discipline shall be accomplished in a constructive, progressive manner, so as to rehabilitate and correct an offender, if at all possible. The type of disciplinary action taken shall be consistent with the severity of conduct and whether it is a repeat offense.

If a Firefighter violates any of the terms of this agreement, the Fire District may follow the steps of progressive discipline:

1. Verbal Warning
2. Written Warning
3. Suspension
4. Dismissal

A hearing shall be held to investigate the charges prior to the imposition of suspension or dismissal. At least 7 days before the hearing, the Firefighter and Union shall be notified in writing of the charges, and the time and place of the hearing. The Firefighter shall have the right to be accompanied and represented by the Union and/or legal counsel. The Firefighter and Union shall be entitled to a copy of the transcript from the hearing.

After one (1) calendar year has elapsed from the date of a verbal warning or written warning, the Firefighter and/or the Union may petition for expungement of the verbal or written warning from the Firefighter's employment file. The District has the exclusive right to consider, grant, and/or reject the petition for expungement. The District's decision on the matter is final.

**IAFF PROTECTED**

No Firefighter shall be discharged, disciplined or discriminated against because of activity on behalf of the Union, which does not interfere with the discharge of his duties or any assignments, or violated any provisions of this agreement.

The Fire District shall permit the Union to provide and use a bulletin board in one room, at Union expense, for the posting of notices concerning IAFF business and activities.

Pursuant to N.J.S.A. 40A:14-177 Firefighters elected or appointed as delegates up to a maximum of two (2) delegates to represent the Union shall be granted time to attend their choice of the Professional Firefighters Association of New Jersey state convention or the International Association of Fire Fighters state convention, but not both. Every effort must be made to transact Union business outside scheduled working hours. All leave requests must receive prior approval from the Supervisor.

The Union shall have the right to designate such of its members as it, in its sole discretion, deems necessary to act as Stewards. Such Stewards and other authorized Union representatives shall not be discriminated against due to their legitimate Union activities. Nothing contained herein shall prohibit the Fire District from transferring and/or reassigning stewards and/or officers, so long as such transfer and/or reassignment is not due to their Union activities.

All requests and arrangements for the time off shall be made by the Union official at least 72 hours prior to the proposed time off whenever possible. In emergencies, the request may be submitted orally and later confirmed in writing. The Union agrees not to transact business that interferes with Fire District functions or normal operations.

Authorized representatives of the Union shall be permitted to visit Fire District for the purpose of

processing or investigating grievances, provided that prior approval has been secured from the Fire District to perform such task. Such approval shall not be unreasonably withheld. The Union representative shall not interfere with the normal conduct within the facility.

#### **DUES DEDUCTION & REPRESENTATION FEES**

Upon presentation to the Fire District of a dues check-off card signed by individual employees, the Fire District will deduct from such Employees' biweekly salaries the amount set forth on said dues check-off authorization card. Thereafter, the Fire District will, as soon as is practicable, forward a check in the amount of all dues withheld for this purpose to the union representative entitled to receive same. The said union representative shall be appointed by resolution of the union and certified to the Fire District by the union. The union shall indemnify the Fire District for any and all claims, lawsuits, administrative actions or other matters relating to dues deduction or agency shop fees.

#### **JOB POSTING AND VACANCIES**

When the Fire District creates a new Firefighter job or a vacancy occurs, concurrent with public advertisement, the Fire District shall notify the Union and shall promptly post the job. All notices shall contain pertinent information concerning the job, including salary range, and shall remain posted for seven (7) working days.

#### **CONTRACT GOVERNED BY LAWS OF NEW JERSEY**

The parties hereto agree that it is their intention and they hereby covenant that this agreement and the performance hereunder and all suits and special proceedings hereunder be construed in accordance with and under and pursuant to the laws of the State of New Jersey and that in any action, special proceedings or other proceedings which may be brought arising out of, in connection with or by reason of this agreement, the laws of the State of New Jersey shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

#### **FULLY BARGAINED & DURATION**

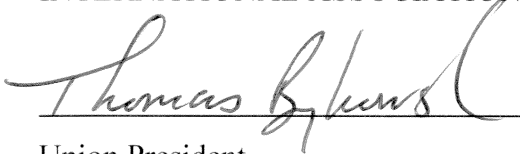
This Agreement represents and incorporates the complete and final understanding and settlement by the parties. This Agreement shall be in full force and effect as of January 1, 2012 through **December 31, 2015.**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have caused these presents to be signed by the parties and caused their proper corporate seals to be affixed the day and year first above mentioned.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #3451

  
\_\_\_\_\_

Union President

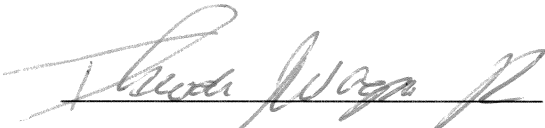
  
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Union Secretary

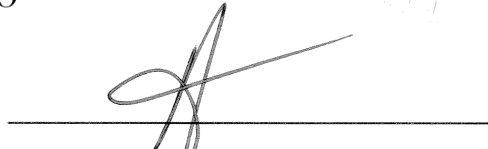
  
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Union Representative

Fire District No.1 – TOWNSHIP OF PLAINSBORO

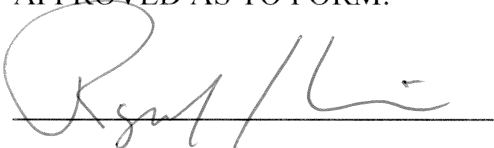
  
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Fire District – Chair

  
\_\_\_\_\_

Fire District – Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_

Raymond Heineman Jr.,

COUNSEL – IAFF Local 3451

  
\_\_\_\_\_

Lane J. Biviano

COUNSEL – Fire District No.1 – TOWNSHIP OF PLAINSBORO

## APPENDIX A

### **DRUG TESTING PROCEDURES**

Section 1. - Introduction This procedure is written and promulgated to be used in conjunction with existing procedure, rules and regulations governing the general conduct, duties and responsibilities of firefighters. The policy takes cognizance of the rights inherent in each individual under the Constitution of the United States of America and the Constitution of the State of New Jersey.

This procedure is established to help combat the national epidemic in the illicit use of drugs and to combat illegal trafficking in drugs. It is adopted to rationally foster the efficient operation of the Fire District and to establish a reasonable and uniform system by which the Fire District can monitor its firefighters for unauthorized drug use. This procedure is necessary to preserve and protect the integrity of the Fire District and its firefighters; to guard against the harmful consequences to the public good occasioned by the unauthorized, unlawful use of, or the illegal trafficking in illicit drugs by personnel, and to preserve and maintain a high degree of public confidence in all those charged with maintaining public and fire safety.

Section 2. - Statement of Purpose This procedure is intended to establish a uniform procedure to govern the administration of a screening process to test and control unauthorized use of illicit drugs and alcohol abuse among firefighters. The Board of Fire Commissioners Plainsboro Township Fire District No.1- ("the Fire District") is seeking to test for drugs which have a high potential for abuse, have no medical use in treatment and for which there is no safe protocol for medical use.

Section 3. - Notice Period Sixty (60) days prior to the implementation of the testing program, firefighters will be notified that testing for use of illegal drugs or alcohol will be conducted

Section 4. - Methods of Implementation The Fire District hereby establishes three (3) base methods of implementing this procedure to identify personnel who are users of certain controlled substances:

- A. Vehicular accident –a firefighter, while driving on duty, is involved in vehicular accident;



- B. Reasonable suspicion that a particular firefighter is under the influence of or impaired by illegal drugs or alcohol;
- C. Random screening procedure.

Section 5. – Selection Process At the time of the test the firefighter will be notified of the specific drugs which will be screened by the test. Prior to the submission of a urine sample, the firefighter shall complete a medical questionnaire which shall clearly describe all drugs, both prescription and non-prescription, ingested during the past thirty (30) days.

- A. Reasonable Suspicion Testing. The firefighter may be required to submit to a reasonable suspicion drug or alcohol test when a trained supervisor has a reasonable suspicion that the firefighter is currently under the influence of a prohibited drug or is currently under the influence of alcohol. The request to undergo a reasonable suspicion test must be based on specific, contemporaneous, clear observations concerning the appearance, behavior, speech, or body odor of the person. Any combination of the following examples may constitute reasonable suspicion:
  - 1. slurred speech
  - 2. alcohol odor on breath
  - 3. irregular gait
  - 4. unsteady walking or movement
  - 5. an accident involving the employee, Fire District property or equipment where the cause may be symptomatic of suspected use of alcohol or drugs
  - 6. physical altercation
  - 7. verbal altercation
  - 8. deviation from mental health norms
  - 9. possession of alcohol or drugs
- B. Random Drug Screening. Random selection is defined as a method of selection in every eligible firefighter has an equal chance to be selected for drug testing each and every time a selection is made.

Section 6. - Sample Collection The medical or laboratory technician shall supervise all aspects of obtaining, marking and packaging of individual urine samples including the following:

- A. To assure the cooperation of the firefighter in securing the urine sample from the firefighter in the necessary amount into the test container. Also, to oversee the

- securing and sealing of the individual urine sample containers of each firefighter;
- B. The accurate matching of the identification of the firefighter with the sample and the containers including the seals and any packaging of the sample containers; and
  - C. The exact completion and execution of the required legal documentation of chain-of-custody including appropriate identification and certification of medical or technical personnel participating in obtaining the urine sample from the firefighter and by bonded courier if so employed;
  - D. If necessary, to arrange for transport of the specimen by designated bonded courier to the testing laboratory if located elsewhere;
  - E. All other steps necessary for the purpose of maintaining absolute control and legal accountability from initial notification of the firefighter to the final marking, sealing, packaging and transport arrangements for the urine samples to the testing laboratory together with the accompanying chain-of-custody documents, and the strict maintenance and final delivery of accurate documents relating to the test to the Fire District.

Section 7. - Test Sites Urine samples will be taken at an approved medical laboratory selected by the Fire District for this purpose.<sup>1</sup> The testing facility must provide a clean and sanitary location for the urine-sampling process including washing facilities. It must also provide a competent person qualified in the practice of sterile urine-sampling. The person will be required to obtain from selected firefighters urine samples in the required quantity, in proper receptacles for purposes of laboratory urinalysis for controlled substances, and to arrange for marking, sealing, packaging, storage and final delivery of such specimens to the testing laboratory.

The sample will be given in private, under the general supervision of a medical or laboratory technician unless there is reasonable suspicion that the firefighter has tampered with a sample in the past or will tamper with this sample. Only in such cases will the giving of the sample be directly supervised. The firefighter will have the option to simultaneously request an additional urine specimen be sent to an approved laboratory of the firefighter's or bargaining unit's own choosing

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<sup>1</sup> The approved testing facility will be in compliance with the guidelines promulgated by the Department of Health and Human Services, Federal Work Place Drug Testing Program and Federal and State law and regulation.

and expense. This second sample will only be tested in the event of a positive test result for drugs in the initial test. A positive test result in the initial samples and a negative test result in the second sample shall be deemed a negative test result.

Section 8. – Testing Process The Fire District will advise the testing laboratory of certain specific drugs for which the specimen is to be analyzed. The testing laboratory will report findings only as to those specific substances contained in the Fire District’s request.

The Laboratory's drug testing procedures will screen specimens for the following controlled substances at the cut-off levels indicated:

1. Amphetamine / methamphetamine . . 300 ng/ml
2. Barbiturates . . . . . 300 ng/ml
3. Benzodiazepine . . . . . 300 ng/ml
4. Cannabinoids (marijuana) . . . . . 20 ng/ml
5. Cocaine . . . . . 300 ng/ml
6. Methadone . . . . . 300 ng/ml
7. Opiates (heroin) . . . . . 300 ng/ml
8. Phencyclidine . . . . . 75 ng/ml

The drug-specific screening process will consist of two tests.

The initial test of each urine sample shall employ a methodology different from the secondary confirmation test. The initial test will be a Fluorescence Polarization Immunoassay Technology (FPIA) test. Analysis for the eight substances listed above. A secondary confirmation test of any positive findings of specific drugs will be accomplished by the gas chromatography/mass spectrophotometry test. (GCMS) or other type of test determined by the Fire District.

The testing laboratory will make provision to properly preserve, store and secure one aliquot of the original urine specimen. Also, the testing laboratory will make available to the firefighter or his representative all records of primary and secondary confirmation testing done by the testing laboratory on the urine specimen provided by the firefighter.

Section 9. - Chain-of Custody The testing laboratory contracted by the Fire District to test urine specimens under this procedure must continue the uninterrupted chain-of-custody procedure from receipt of specimens and maintain internal chain-of-custody procedures which establish fundamental accountability and reliability of testing from a legal viewpoint at each stage in the handling, testing, and storing of specimens and reporting of test results.

Results of the test will be sealed and forwarded only to the Board of Fire Commissioners or their designee, the firefighter and the bargaining unit representative.

Section 10. - General Requirements and Procedures for Alcohol Testing

- A. Firefighters will be required to sign appropriate forms before testing. An individual who refuses to submit to testing under this policy will be requested to sign a "Refusal Form"

Firefighters are required to submit to alcohol testing under the following circumstances:

1. When an employee is involved in an on-the-job accident where personal injury or damage to property or equipment occurs where the cause may be symptomatic of suspected use of alcohol;
  2. Where there is reasonable suspicion to believe that an employee is under the influence of alcohol;
  3. As part of a follow-up program for treatment of alcohol abuse.
- B. The Breathalyzer test will be the method for measuring the level of alcohol present in an individual. The initial sample and confirmation sample will be collected using an evidential breath-testing device (EBT), which is approved by the National Highway Traffic Safety Administration 10 (NHTSA) and the New Jersey State Police. It is understood and agreed that the test shall not be performed by any Fire District or Plainsboro Township employee.

- C. A trained breath alcohol technician (BAT) who is "trained to proficiency" in the operation of the evidential breath-testing device (EBT) that he or she is using and the alcohol testing procedures will perform all screening tests.
- D. A breath alcohol concentration of less than 0.04 will be considered negative and no further testing is required. A breath alcohol concentration of 0.04 or greater will be considered positive and the employee will be suspended from employment immediately and subject to disciplinary action
- E. Those subjected to testing will be identified upon arrival at the collection facility by photo identification. Testing will not proceed without verification of the identity of the donor. Before testing, the individual will be given a copy of the sample collection procedures. . The Vendor's site personnel will be responsible for ensuring that all required forms have been thoroughly and accurately completed by the donor.
- F. The alcohol screening and specimen acquisition procedures will be collected and processed using equipment, supplies, and procedures approved by the National Highway Traffic Safety Administration (NHTSA).

#### Section 11. - Confirmation Testing for Alcohol Concentration

- A. If the result of the initial screening test is an alcohol concentration of 0.02 or greater, a confirmation EBT test will be conducted. The confirmation EBT test must be conducted at least 15 minutes after, but not more than 30 minutes after the completion of the initial test.
- B. Before the confirmation test is administered, the BAT will conduct an air blank on the EBT. An air blank is a test of ambient air containing no alcohol to ensure that the EBT is properly calibrated. If the reading is greater than 0.00, the BAT shall conduct one more air blank. If the second air blank reading is greater than 0.00, the EBT must not be used to conduct the test.
- C. The confirmation test is conducted using the same procedure as the EBT screening test. A new mouthpiece must be used if the screening test was conducted on the EBT.

- D. If the initial and confirmatory test results are not identical, the lower number shall prevail.
- E. If the result displayed on the EBT is not the same as that on the printed form, the test will be cancelled, and the EBT removed from service. If the test is cancelled, the subject will be re-tested.
- F. The BAT will sign and date the form. The employee will sign and date the certification statement, which includes a notice that the employee is prohibited from returning to his or her duties if the results are 0.04 or greater. If the employee's alcohol concentration is above 0.02 but less than 0.04, the employee will be taken off of line duty and subject to additional testing during the remainder of the employee's shift.
- G. The penalty for refusing to submit to alcohol testing will be considered the same as testing positive.

Section 12. - Personnel Action

- A. The Fire District shall address disciplinary action with regard to any firefighter who is found to use illegal drugs or refuses to submit to the test - when instructed.
- B. Drug testing shall not be conducted for the purpose of gathering evidence for use in criminal proceedings.

Section 13. – Education A key element to a comprehensive drug testing and prevention program is continuing education.

The prevention of drug abuse and prevention education are the additional elements necessary to supplement the efforts to achieve a drug free work place.

All firefighters will be required to participate in regularly scheduled drug abuse education sessions.

The firefighter's education element of this plan will include but not be limited to the topics below:

1. The need for drug testing;
2. The extent and character of drug use in America today;
3. Enforcement policies and programs to combat drug abuse;

4. Being knowledgeable about drugs and signs of drug use;
5. Signs of drug use;
6. Resisting the pressure to use drugs;
7. Drugs and their dangers;
8. A drug free work place - how it benefits everyone.

Section 14. - Drug Testing Advisory Committee There shall be a Drug-Testing Advisory Committee appointed by the Fire District which shall meet from time-to-time to advise the Fire District on procedural and technical matters pertinent to the drug-testing program established by this procedure.

The members of the Committee shall include a bargaining unit representative, a management representative and three (3) or more medical specialists qualified in the various sciences pertinent to the conduct of drug-testing such as pharmacology, toxicology and pathology, as available.

The Committee shall offer recommendations to the Fire District on the procedures and mechanics of conducting a drug-testing program and on the science of drug testing with a view to maintaining fairness, objectivity, accuracy and confidentiality in the entire drug-testing program. Also, the Committee shall make recommendations on the following:

- A. Changes and improvements in science and technology which will improve the effectiveness of laboratory testing for the detection of drug abuse among firefighters;
- B. Appropriate external proficiency-testing and internal quality assurance procedures for evaluating the performance of drug-testing laboratories;
- C. Procedures for the certification, decertification, and recertification of laboratories of drug analysis;
- D. Make recommendations to improve the effectiveness of the drug testing program.

Section 15. – Reservation The Fire District reserves the right to add additional drugs to be tested with sixty (60) notice to the bargaining unit.