

AGREEMENT

Between the

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

and the

Plainsboro Professional Firefighters, Local 4954 of
the International Association of Fire Fighters

2016 – 2019

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PREAMBLE

THIS AGREEMENT made the _____ day of _____, 2016 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 #4954 (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:

ARTICLE 1 -- RECOGNITION

The Fire District hereby recognizes I.A.F.F., Local #4954 as exclusive bargaining representative for all Full-Time Firefighters.

ARTICLE 2 -- 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 Dayshift Lieutenant. In the absence of the Dayshift Lieutenant, the following chain of command shall be utilized: Commissioner in Charge of Personnel, 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.

ARTICLE 3 -- 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.

ARTICLE 4 -- 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.

ARTICLE 5 -- DRUG TESTING POLICY

The District is a drug-free workplace. The District's drug testing policy is incorporated into this agreement.

ARTICLE 6 -- 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.

ARTICLE 7 -- 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.

ARTICLE 8 -- 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.

ARTICLE 9 -- 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.

ARTICLE 10 -- 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 Commissioner in Charge of Personnel or his designee within seven (7) calendar days after the occurrence of the event which prompted the grievance. The Commissioner in Charge of Personnel 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.

ARTICLE 11 – SALARY STEP PLAN

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

Annual promotions shall be given by advancement to the next higher salary step.

Step	Salary
1	\$34,500
2	\$37,197
3	\$39,895
4	\$42,491

Step	Salary
5	\$45,253
6	\$48,194
7	\$51,327
8	\$54,663

Step	Salary
9	\$58,216
10	\$62,000
11	\$66,030
12	\$71,728 (2016)
	\$73,163 (2017)
	\$74,626 (2018)
	\$76,119 (2019)

FF Seip Only:

\$77,641 (2016)	\$79,194 (2017)	\$80,778 (2018)	\$82,393 (2019)
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ARTICLE 12 -- 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 has established a performance evaluation policy. 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.

ARTICLE 13—PERFORMANCE/MERIT STIPEND

Effective January 1, 2016, the Firefighter or Firefighters may qualify for a performance/merit stipend drawn from a total pool of **\$6,500.00** per annum (cumulative for all Firefighters). The stipend qualification will be based upon an annual performance evaluation by the Fire District and Supervisor. The stipend is not a guarantee. It is based upon attaining an excellent rating in one or more categories above and subject to the sole discretion of the Board (nongrievable). The Board may award all, none, or part of the stipend.

ARTICLE 14 -- HOURS OF EMPLOYMENT

The regular Firefighter work schedule will be set by the Fire District as per the District's needs but will be 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.

ARTICLE 15 -- 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.

ARTICLE 16 -- 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.

ARTICLE 17 -- 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. Employee contributions shall be pursuant to Chapter 78 P.L. 2011.

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 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 a maximum annual taxable benefit of \$2,500 (subject to limitations set forth in Chapter 92, P.L. 2007 and Chapter 2, P.L. 2010). The Firefighter must notify the Fire District by November 30th 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.

ARTICLE 18 – RETIREE HEALTH BENEFITS

Effective January 1, 2016, the employer agrees to implement a Retiree Health Benefit Program for medical and prescription to those firefighters who have 25 years' service to the Fire District not PFRS service. Such benefits shall only be provided if the individual has no other option from coverage from another employer and/or spouse. Such coverage will only be offered to age 65. Contribution to premium costs will be held at the percentage they are contributing to when they retire and the benefit is limited to the plans available to current employees at the time they are receiving such benefit. Retirees cannot collect an opt-out stipend.

ARTICLE 19 -- PENSION 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.

ARTICLE 20 -- 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.

ARTICLE 21 -- 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.

ARTICLE 22 -- PERSONAL DAYS

Firefighters covered under this Agreement shall be allowed sixteen (16) personal leave hours annually. Such leave shall be non-cumulative. New Firefighters shall accrue eight (8) hours at the end of each sixth month of employment. Thereafter, each Firefighter shall be credited with (16) personal hours on January 1st of each year. Payment for personal days shall be calculated on the basis of eight (8) hours 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. Employees may sell back eight (8) hours at rate earned that year. Such request must be made in writing prior to last pay period of the year.

ARTICLE 23 -- VACATION DAYS

Years of Service	Number of Vacation hours per year
Less than Six (6) months	0 Hours
Six (6) months to Five (5) years	80 Hours
Five (5) to Ten (10) years	96 Hours
Ten (10) to Twenty (20) years	120 Hours
Twenty (20) or more	160 Hours

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. Employees may sell back 50% of year’s vacation at the rate earned that year. Such request must be made in writing prior to end of year.

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.

ARTICLE 24 -- HOLIDAYS

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

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Day after Thanksgiving
7. Christmas Day

Firefighters shall receive three (3) floating holidays per year.

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.

ARTICLE 25 -- 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	72 Hours
Five (5) to Ten (10) years	72 Hours
Ten (10) or more	72 Hours

Sick leave shall accumulate to a maximum of four hundred (400) hours 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. The District reserves the right to require the Firefighter to submit to a physical examination from a Fire District healthcare provider to certify that he is capable of returning to work. Costs for examination and certification shall be paid by the Fire District.

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.

ARTICLE 26 -- 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.

ARTICLE 27 -- BEREAVEMENT LEAVE

In the event of death of:

The Firefighters spouse, child, 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.

ARTICLE 28 -- MILITARY LEAVE

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

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

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

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

ARTICLE 29 -- 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 a Firefighter is attending jury duty he is released by the Court prior to 1:00p.m., that Firefighter shall be required to return to work that day in order to receive pay for that day.

ARTICLE 30 -- 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.

ARTICLE 31 -- 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.

ARTICLE 32 -- 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 subject to availability of funds, approval of supervisor, approval of a training plan and in the sole discretion of the Board (nongrievable) 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. Employees must reimburse District prorated if they leave employ of District within three (3) years of completion of course.

District may approve reimbursement for approved learning plans in whole or in part (books, tuition, etc.) Such agreement will occur upon initial approval, before registration/enrollment. Agreement by parties will also include whether Firefighter is permitted to use work time for school/study or if it must occur outside of working hours. Learning plans, available funds, and courses of study must be endorsed by the Supervisor and approved by the District, and are subject to available funds.

ARTICLE 33 -- 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.

ARTICLE 34 -- MILEAGE ALLOWANCE & EXPENSES

The use of personal vehicles is subject to the discretion of and prior approval by the Supervisor. 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).

ARTICLE 35 -- 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.

ARTICLE 36 -- 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 the Professional Firefighters Association of New Jersey state convention. 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.

ARTICLE 37 -- 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.

ARTICLE 38 -- 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 provide the Union with a copy of the job vacancy posting.

ARTICLE 39 -- 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 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.

ARTICLE 40 -- 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, 2016 through **December 31, 2019.**

ARTICLE 41 -- 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 #4954

Union President

Union Secretary

FIRE DISTRICT NO.1 – TOWNSHIP OF PLAINSBORO

Fire District – Chair

Fire District – Secretary

APPROVED AS TO FORM:

COUNSEL – IAFF Local 4954

Mark Ruderman
COUNSEL – Fire District No.1 – TOWNSHIP OF PLAINSBORO