

AGREEMENT

BETWEEN

**BOARD OF FIRE COMMISSIONERS
MILLSTONE TOWNSHIP FIRE DISTRICT #1
MONMOUTH COUNTY, NEW JERSEY**

AND

**MILLSTONE TOWNSHIP UNIFORMED
FIREFIGHTERS ASSOCIATION**

LOCAL 4388 of the

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

January 01, 2009 – December 31, 2013

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ARTICLE 1 – PREAMBLE

THIS AGREEMENT is entered into on this 11th day of July, 2011 by and between the **BOARD OF FIRE COMMISSIONERS, MILLSTONE TOWNSHIP FIRE DISTRICT #1**, a municipal body of the State of New Jersey, hereinafter referred to as the “District” or “Board”, and the **Millstone Township Uniformed Firefighters Association, IAFF Local 4388, AFL-CIO-CLC**, hereinafter referred to as “Association,” “Local,” or “Union”, represents the complete and final understanding on all bargaining issues between the District and Association.

PURPOSE

THIS AGREEMENT is entered into between the District and Association, to promote and ensure harmonious relations, cooperation and understanding between the District and its Association represented employees, to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interests of the Association, the Millstone Township Fire District, its residents and its Association represented employees.

ARTICLE 2 – JOB DESCRIPTION & DUTIES

2.1 Job Description:

Under direction of a superior officer, responds to emergencies for the purpose of saving lives, protecting property and mitigating hazards through the performance of firefighting duties. When not so engaged, performs the necessary tasks involved in the cleaning and maintaining of fire and rescue equipment, apparatus, and building. Performs inspections and code enforcement activities pursuant to the New Jersey Uniform Fire Code and performs related work as required.

Note: The duties for this title are for illustrative purposes only. A particular position using this title may not perform all duties listed in this job description. Conversely, all duties performed on the job may not be listed. It is to be understood that the terms “firefighting” and “emergencies” used throughout this job description will encompass all activities for which the fire department may be requested and are expected to perform.

2.2 Duties:

- 2.2.1 Fire Fighting – Includes but may not be limited to: Performs firefighting tasks on engine, rescue, RIT and ladder companies, depending on the assignment. Performing structural and non-structural firefighting tasks. Responds to other non-fire emergencies as needed. Examples of above stated: Utility emergencies, motor vehicle accidents, and hazardous material incidents.
- 2.2.2 Fire Prevention – Performs fire inspections, advises building owners/occupants of hazards. May conduct training classes to industry, social or civic groups, and children. Enforces municipal and state ordinances and codes/laws with respect to fire and life safety. Performs department pre-plans, assists with inspections, investigations, and investigates cause and origin of fires. Performs above duties when required, but does not exceed the level of certification of individual training.
- 2.2.3 Emergency Medical Services – Assist emergency services as may be required at emergency scenes. Performs first aid, resuscitative or life sustaining care when required to a level of individual training.
- 2.2.4 Training – Trains or drills for proficiency on the use of firefighting apparatus or equipment. Attends courses, seminars, and training lectures as directed.

ARTICLE 2 – JOB DESCRIPTION & DUTIES – Continued

- 2.2.5 **Maintenance** – Performs minor maintenance on fire department apparatus, equipment, and station facilities. Maintains all fire department equipment in a constant state of readiness. Maintains the cleanliness and good order of the station and outside grounds.
- 2.2.6 **Explorer Post** – Assists with training and fire ground activities while on duty. Performs above duties when required, but not to exceed the level of certification of individual training.
- 2.2.7 **Boy Scouts** – Assists with merit badge counseling while on duty. Performs above duties when required but not to exceed the level of certification or individual training.
- 2.2.8 **Community Relations** – Performs and assists with public relations events that may include but are not limited to: station tours, providing fire apparatus for birthday parties, attending school events.

ARTICLE 3 – RECOGNITION

- 3.1 The Board of Fire Commissioners, Millstone Township Fire District #1 recognizes International Association of Fire Fighters local 4388, AFL-CIO-CLC, as the exclusive bargaining agent for all full time paid firefighter employees.
- 3.2 The terms “employee” or “employees”, refers to persons, male or female, represented by the Association in the aforementioned bargaining unit. Also included within the aforementioned bargaining unit will be any other full time employee position(s) created after the execution of this agreement that includes fire suppression duties.
- 3.3 The District and Association agree that employees governed under this agreement are public employees and are to be governed as such. *(Brought fwd. from Article #2)*
- 3.4 The District and Association recognize and agree that firefighter employees will be classified under the three titles of Firefighter 3, Firefighter 2, and Firefighter 1, with Firefighter 3 being the entry level. The District and Association also agree that the qualifications for each title, and the requirements for advancement to each, will be determined and set by the Board.

ARTICLE 4 – LABOR REQUIREMENTS

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

ARTICLE 5 – MAINTENANCE OF OPERATIONS

- 5.1 It is recognized that the need for continued and uninterrupted operation of the Board's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.
- 5.2 Neither the Association nor any person acting on its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike (i.e., the concerned failure to report for duty, or stoppage of work, in whole or in part, from the full, faithful and proper performance of the employees duties of employment), work stoppage, slowdown, sickout, walk out or other illegal job action against Fire District.
- 5.3 The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any action by any other employee or group of employees of the District.
- 5.4 Nothing contained in this agreement shall be constructed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such breach by the Association or its members.
- 5.5 The Board of Fire Commissioners, Career Lieutenants, and Fire Company Chief and Deputy Chief shall exercise their supervisory duties faithfully, irrespective of the fact that the employees are covered by this agreement, and they shall be objective in their dealings with all personnel subordinate to them, irrespective of their affiliation with the Association. See article 36 for the discipline steps.

ARTICLE 6 – DUES DEDUCTION / AGENCY SHOP

- 6.1 The District agrees to deduct from the salaries of its Association represented employees, dues for the Association. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended. All Association dues deducted will be direct deposited into an account designated by the association.
- 6.2 A check off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the Clerk of the Board. The deduction of Association dues shall commence the first day of the next pay period following the filing of such card with the Board.
- 6.3 If during the life of this Agreement there shall be any change in the rate of Association membership dues, the Association shall furnish the Board written notice thirty (30) days prior to the effective date of such change and shall furnish to the Board new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association advising of such changed deduction.
- 6.4 The Association will provide the necessary “Check-off” authorization form, and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Board.
- 6.5 Any such written authorization may be withdrawn at any time by the filing of such withdrawal with the Board. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.
- 6.6 All employees who may be listed by the Association as eligible for membership, but are not actual members of the Association may directly benefit from any or all of the terms of this Agreement, and therefore shall be responsible for the payment of fees to the Association. Such employees are covered by the Agency Shop Clause, N.J.S.A. 34:13A-5.5, Chapter 77, PL of 1979 and fall within this clause. Management shall be responsible for collecting Association dues for these employees, which shall not exceed eighty five (85) percent of regular Association member dues, fees and adjustments normally paid by Association members. The District will transmit these dues simultaneously with regular member dues.
- 6.7 The Union agrees that it will indemnify and save harmless the District against any and all actions, claims, demands, losses or expenses (including attorney’s fees) in any matter resulting from action taken by the District at the request of the Union under this article.
- 6.8 It is understood and agreed between the parties that the terms of this agreement shall prevail in identical manner with respect to all bargaining unit members.
(Brought fwd. from Article #5)

ARTICLE 7 – PLEDGE AGAINST DISRIMINATION AND COERCION

- 7.1 There shall be no discrimination against any employee because of race, color, creed, age, sex, marital status, membership or non-membership in any employee Association or Local or for participation or lack thereof in legal association activities.
- 7.2 There shall be no discrimination against any employee because of political affiliation or activity, except as is consistent with State and Federal law.

ARTICLE 8 – UNION RIGHTS AND RESPONSIBILITIES

- 8.1 A maximum of two authorized Association representatives shall be excused without loss of pay from their normal duties to participate in authorized negotiations for the renewal of this Agreement or the execution of a new agreement for this unit. All representatives will attend negotiations, if on duty, in the appropriate uniform and be available for duty in the event of an emergency.
- 8.2 The Board shall grant authorized Association representatives administrative leave with pay consistent with the provisions of N.J.S.A. 40A:14-177.
- 8.3 The Board shall grant one day administrative leave with pay per month to one authorized Association representative for the purpose of attending the monthly delegates meeting of the Professional Firefighters Association of New Jersey, the state organization of the International Association of Fire Fighters. The Union must notify the Commissioner in charge of personnel in writing at the earliest possible time in advance of the scheduled meeting, however, the notification shall be at least seven (7) calendar days in advance of the meeting. The Commissioner in charge of personnel may require proof of attendance from the representative.
- 8.4 The Association will be responsible for acquainting its members with the provisions of this agreement, and shall be responsible in so far as possible, for the adherence to the terms of this Agreement by such members.
- 8.5 Authorized representatives of the IAFF Local 4388 will be permitted to visit any facility owned or occupied by the District for the purpose of processing or investigating grievances, or attending to other union business with prior approval of the District. Association representative shall not interfere with the normal conduct of work within the facility.

ARTICLE 9 – SERVABILITY AND SAVINGS

- 9.1 If any of the provisions of the Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by Court or other tribunal of competent jurisdiction following the valid adoption of this Agreement, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 10 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 10.1 The Board hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including but not limiting, the generality of the foregoing, the following rights:
 - 10.1.1 To the executive management and administrative control of the District and its properties and facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Board.
 - 10.1.2 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 work required.
 - 10.1.3 The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the District after advance notice thereof to the employees to require compliance by the employees is recognized.
 - 10.1.4 To hire all employees, to promote, transfer, assign or retain employees in positions with the District.
 - 10.1.5 To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good, and just cause according to law, and subject to the grievance procedure.
- 10.2 Pursuant to the laws of the State of Jersey and of the United States, the exercise of the foregoing powers, rights, authority, duties, or responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

ARTICLE 11 – UNIFORMS

- 11.1 The District shall supply each employee with an initial issue of workstation uniforms upon initial hire. Uniforms include four (4) short sleeve shirts, four (4) long sleeve shirts, four (4) pair of pants, five (5) T-shirts, two (2) job shirts, two (2) polo shirts, one (1) spring jacket, one (1) winter coat, one (1) coverall, one (1) pair of station work shoes, one belt, one (1) full set of structural firefighting gear, patches, badges and insignias as required by the District.
- 11.2 All uniforms and turnout gear will be N.F.P.A. and P.E.O.S.H.A. compliant.
- 11.3 If at any time the District makes a uniform change, the cost of requiring each employee to change uniforms shall be borne by the District.
- 11.4 The District will provide a complete Class A uniform to each employee at the District's expense after completion of the employee's probationary period.
- 11.5 The employer shall pay for all required changes to Class A and station uniforms due to change of rank.
- 11.6 Each employee, upon termination of employment for any reason, shall return all District issued clothing, equipment and supplies to the District. The replacement cost of any such clothing, equipment and supplies not so returned shall be deducted from the employee's final pay. Upon service retirement of twenty five (25) years or more, the employee may keep his/her fire helmet, Class A uniform, station uniforms and station shoes.
- 11.7 Each employee, after completion of their probationary period, shall receive six hundred dollars (\$600) uniform allowance each year payable in a prorated sum in each of the employee's twenty six (26) pay periods. The uniform allowance will be effective starting the first pay period after the employee completes his/her probationary period.

ARTICLE 12 – SENIORITY

- 12.1 The District shall maintain a seniority list, certified by the District and Union. Seniority shall be determined by continuous service in Millstone Township Fire District #1, calculated from the date of employment. Continuous service will be broken by resignation, discharge, retirement, or any leave of absence excluding military leave.
- 12.2 In the event a layoff occurs, the firefighter with lowest seniority shall be first to be laid off.

ARTICLE 13 – PROBATIONARY STATUS

- 13.1 All employees shall serve a minimum probation period of the first twelve (12) months of their employment. At the discretion of the Board of Fire Commissioners, the probationary period may be extended for an additional six (6) months.
 - 13.1.1 Probationary Period shall be defined as a trial period used to assess an employee's overall fitness for continued service.
- 13.2 The Board's designee shall provide probationary employees with periodic performance evaluations in order to assist the employee with successful completion of probation.
- 13.3 Successful completion of an employee's probationary period shall be determined by Board action.

ARTICLE 14 – PROMOTION

- 14.1 Notice will be posted within the fire station, with a copy provided to the Local, whenever a promotional position occurs. The notice shall indicate the nature of the position, the qualifications required, filing requirements and procedures as well as the closing date for filing. The notice shall be posted no less than ninety (90) days prior to testing. The promotional process and manner shall be determined by the Board, however, if a promotional list is in existence it shall be used until exhausted. Only firefighters with a passing grade shall remain of the promotional list.
- 14.2 All promotions shall be made in accordance with applicable law.
- 14.3 All promotional positions shall require a minimum probationary period of six (6) months. At the discretion of the Board, the period may be extended for an additional six (6) month period. The promotion shall be deemed permanent upon successful completion of the probationary period and Board action.
- 14.4 All fire officer promotions shall be made from current eligible full-time District fire-fighter staff. All eligible firefighters shall meet the training requirements for Firefighter First Class set forth in the Guidelines.

ARTICLE 15 – HOURS OF DUTY AND OVERTIME

- 15.1 Employees shall work an eighty four (84) hour pay period. A pay period is understood to be a fourteen (14) day period with seven (7) duty days. The normal work day, or tour, shall be understood to be twelve (12) consecutive hours inclusive of a thirty (30) minute meal period.
- 15.2 An employee who is recalled to work shall be compensated for a minimum of one (1) hour so long as the recall is not contiguous with a regular work shift. Any time worked in excess of one (1) hour will be compensated in thirty minute increments for sixteen (16) minutes or more.
- 15.3 All overtime worked shall be paid at time and one-half of the Employee's regular hourly rate, or comp time subject to employee's request.
- 15.4 Overtime shall be computed in thirty minute increments for sixteen (16) minutes or more.
- 15.5 District per-diem personnel shall be given the first opportunity to work any overtime vacancy. If per-diem personnel are unavailable, overtime should be offered to full-time employees on a rotating basis starting with seniority.
- 15.6 No more than two (2) employees shall be granted scheduled time off on the same tour unless special approval has been granted by the Commissioner in charge of personnel. Three (3) fully qualified full-time District firefighters shall be on duty at all times on all tours.
- 15.7 Except in cases of emergency or instances outside the control of the Board shift changes must be posted a minimum of thirty (30) days in advance.

ARTICLE 16 – COMP TIME

- 16.1 As an option to overtime pay, the employee will have the choice to utilize comp time.
- 16.2 For every hour of overtime worked, the employee will receive one and one half (1.5) hours of comp time.
- 16.3 Comp time must be scheduled with the shift supervisor at a minimum of one week in advance of the date they would like to be scheduled off.
- 16.4 Comp time will be denied if another employee has scheduled a vacation day, personal day, or a training seminar.
- 16.5 Employee will not be denied the granted day off if another employee calls out sick.
- 16.6 Employee will not be able to bank more than thirty six (36) hours of comp time three (3) days).
- 16.7 If the comp time program is found to be in abuse by the employees, the Board of Fire Commissioners has the right to end the program. As a result the employees remaining comp time will be paid out at their overtime rate.

ARTICLE 17 – WAGES

17.1 Salaries for all members of the Association covered by this agreement shall be as follows:

Current Firefighters Pay Schedule

Firefighter 3	Step	2009	2010	2011	2012	2013
	1	\$36,272.30	\$36,997.75	\$37,737.70	\$38,492.46	\$39,262.31
	2	\$40,305.44	\$41,111.55	\$41,933.78	\$42,772.46	\$43,627.90

Firefighter 2	Step	2009	2010	2011	2012	2013
	1	\$44,338.58	\$45,225.35	\$46,129.86	\$47,052.46	\$47,993.50
	2	\$48,371.74	\$49,339.17	\$50,325.96	\$51,332.48	\$52,359.13
	3	\$52,404.88	\$53,452.98	\$54,522.04	\$55,612.48	\$56,724.73

Fighter 1	2009	2010	2011	2012	Jan-Nov 2013	Dec 2013
	\$56,438.02	\$57,566.78	\$58,718.11	\$59,892.48	\$61,090.33	\$62,923.04

Firefighters Hired After June 15, 2011 Pay Schedule

Firefighter 3	Step	2009	2010	2011	2012	2013
	1	\$36,272.30	\$36,997.75	\$37,737.70	\$38,492.46	\$39,262.31
	2	\$39,153.12	\$39,936.18	\$40,734.91	\$41,549.60	\$42,380.60
	3	\$42,033.94	\$42,874.62	\$43,732.11	\$44,606.75	\$45,498.89

Firefighter 2	Step	2009	2010	2011	2012	2013
	1	\$44,914.76	\$45,813.06	\$46,729.32	\$47,663.90	\$48,617.18
	2	\$47,795.58	\$48,751.49	\$49,726.52	\$50,721.52	\$51,735.47
	3	\$50,676.40	\$51,589.93	\$52,723.73	\$53,778.20	\$54,853.77
	4	\$53,557.22	\$54,628.36	\$55,720.73	\$56,835.35	\$57,972.06

Firefighter 1	2009	2010	2011	2012	2013
	\$56,438.02	\$57,566.78	\$58,718.11	\$59,892.48	\$61,090.33

ARTICLE 17 – WAGES – Continued

- 17.2 Probationary employees shall start at the Firefighter 3, step (1) level.
- 17.3 All step increases within grades (i.e., FF3 step 1, 2, etc.) shall be automatically granted effective the first pay period following the employee's yearly anniversary date of probation completion. In the case of probationary employees, the step increase will commence the beginning of the first pay period following Board action to complete the employee's probationary period. Advancement to the next grade (FF2, FF1) will be upon completion of all established training requirements (set forth in the Guidelines), satisfactory employee evaluations, and approval of the Board of Fire Commissioners; however, if the employee's training requirements have not been met due to circumstances other than the employee's fault (i.e., training class unavailability, etc.) and those training requirements are the only reason an employee is unqualified for advancement, then the employee shall not be held back from advancement pending said employee's attendance at the required training course at the first available training date and his/her satisfactory completion of that course. If the employee fails to attend the first available training date after his/her advancement, or fails to complete the training course due to circumstances under his/her control, said employee will revert back to his/her previously held grade effective the first pay period immediately following that training or attendance failure.

- 17.4 Employees shall be compensated additional stipends for advanced career training and certification as follows:

Fire Inspector	\$500.00
Training Instructor I	\$500.00
Training Instructor II	\$750.00
Emergency Medical Technician	\$1,000.00
Training Officer	\$2,600.00
Engineer	\$3,000.00
Assistant Engineer	\$2,000.00
Fire Official	10% over regular hourly rate
Tour Supervisor	10% per hour over regular hourly rate

- 17.4.1 Training Instructor II stipend shall incorporate the Training Instructor I stipend. In no case will an employee be paid both the Training Instructor I & II stipends.

- 17.4.2 Employees collecting stipends shall perform the duties of that stipend.

- 17.5 Stipends are to be added to the employee's base pay and paid out equally over twenty six (26) pay periods and prorated accordingly during the first year of the employee's qualification for said stipend.

ARTICLE 18 – LONGEVITY

- 18.1 In addition to the salary ranges indicated, each employee will receive longevity pay as indicated below based on hiring date. Longevity payments outlined in this article shall be added to and calculated as a part of the base annual salary divided and paid on an annual basis over twenty six (26) pay periods assuring that appropriate employer-employee pension contributions are made.
- 18.2 The following longevity pay shall be in effect until November 30, 2013:
- 1.5% of base salary for 8-11 years of service with the District.
 - 3% of base salary for 12-15 years of service with the District.
 - 4.5% of base salary for 16-19 years of service with the District.
 - 6% of base salary for 20-23 years of service with the District.
 - 7.5% of base salary for 24 or more years of service with the District.
- 18.3 On November 30, 2013 the above longevity pay shall be removed from this agreement.
- 18.4 On December 01, 2013 all 1st class Firefighters shall receive a three (3%) increase on their base pay. This 3% salary increase is in lieu of any longevity payments in effect on November 30, 2013.
- 18.5 The three (3%) increase in base pay shall only apply to Firefighters employed with the District prior to June 15, 2011. Any Firefighters hired after June 15, 2011 will not be eligible for the three (3%) increase.

ARTICLE 19 – HOLIDAY SCHEDULE

- 19.1 Employees will be compensated for thirteen (13) twelve (12) hour holidays for a total of one hundred fifty six (156) hour at their regular hourly rate of pay. Said Holiday Pay will be incorporated into each employee's base pay to be paid out equally over twenty six (26) pay periods. Probationary employees will receive prorated Holiday pay during their first year.
- 19.2 The following are the legal holidays for the career firefighters:
1. New Year's Day
 2. Martin Luther King's Birthday
 3. President's Day
 4. Good Friday
 5. Memorial Day
 6. Fourth of July
 7. Labor Day
 8. Columbus Day
 9. General Election Day
 10. Veteran's Day
 11. Thanksgiving Day
 12. The Friday after Thanksgiving
 13. Christmas Day

ARTICLE 20 – VACATION TIME

- 20.1 Employees shall receive vacation with pay in each calendar year according to the following schedule:
- Probationary employee – (3) hours per calendar month of service.
 - 2-4 years of service – (7) twelve hour days (84 hours) per calendar year.
 - 5-8 years of service - (10) twelve hour days (120 hours) per calendar year.
 - 9-13 years of service - (14) twelve hour days (168 hours) per calendar year.
 - 14-19 years of service - (17) twelve hour days (204 hours) per calendar year.
 - 20 plus years of service - (21) twelve hour days (252 hours) per calendar year.
- 20.2 Vacations must be scheduled yearly by seniority prior to March 1.
- 20.3 Vacations not scheduled as above will be granted by a first come-first served basis according to availability. Once granted, said vacations shall not be rescinded or withdrawn.
- 20.4 Vacation time shall not be carried over from year to year except in extenuating circumstances with Board approval.

ARTICLE 21 - INJURY LEAVE

- 21.1 In the event an employee becomes disabled by reason of work related injury or illness and is unable to perform their duties, then in addition to any sick leave benefits otherwise provided herein, the employee may be entitled to full pay for a period of up to one (1) year, provided all conditions of this article are met. When an employee returns from injury leave, the employee shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or new injury.
- 21.2 When an employee is granted "injury leave", the Board's sole obligation shall be to pay the employee the difference between their regular pay and any compensation, disability or other payments received from other sources paid for by the Board. At the Board's option, the employee shall either surrender or deliver any compensation, disability or other payments to the Board and received their entire salary payment, or the Board shall pay the difference.
- 21.3 Any employee who is injured, whether slight or severe, while working, must make an injury report prior to the end of the tour to the Commissioner in charge of personnel or his designee. It is understood that the employee must file an injury report with the Commissioner in charge of personnel so that the Board may file the appropriate Worker's Compensation claim. Failure to report said injury may result in the failure of the employee to receive compensation under this Article.
- 21.4 The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Board may require the employee to present such certificate from time to time.
- 21.5 If the Board does not accept the certificate of the physician designated by the insurance carrier, the Board shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Board.
- 21.6 In the event the Board's physician certifies the employee fit to return to duty, injury leave benefits granted under this article shall be terminated. However, if the employee disputes the determination of the Board physician, the Board and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Board and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.
- 21.7 If the Board can prove that an employee has abused their privilege under this Article, the employee will be subject to disciplinary action by the Board, up to and including termination.

ARTICLE 21 - INJURY LEAVE - Continued

- 21.8 During such leave the District will maintain regular payments into medical and pension. Seniority, Vacation benefits and pension credits shall be given for the time spent on such leave.

ARTICLE 22 – SICK TIME / PERSONAL TIME

- 22.1 Each Employee will receive a total of one hundred twenty (120) hours of sick leave per year.
- 22.2 Each employee shall be permitted to accumulate sick leave from year to year without limitation.
- 22.3 An Employee may take Sick Time for any of the following reasons:
 - 21.3.1 Personal illness or physical incapacity
 - 23.3.2 Attendance to members of the immediate family defined as parents, spouse or child whose illness requires the care of such Employee.
- 22.4 Employees are subject to disciplinary action by the District for the willful, malicious and negligent use of sick leave.
- 22.5 Employees absent on sick leave for three (3) or more consecutive work days shall be required to submit a doctor's certification or other acceptable medical evidence substantiating the illness.
- 22.6 In order to ensure fitness for duty, the District reserves the right to have an employee returning to duty from Sick Leave evaluated by a Board appointed occupational health physician at the Board's expense.
- 22.7 Employees shall receive thirty six (36) hours of paid personal time per calendar year, which shall not be carried over year to year.

ARTICLE 23 – COURT AND LEAVES OF ABSENCE

- 23.1 The District shall grant leave with pay to an employee for the period of time he/she is required to appear before a court, judge, justice or magistrate, as a defendant or witness in connection with the performance of his duties.
- 23.2 Upon written request of an employee and after reasonable written notice, the District may grant up to one (1) year leave of absence without pay. Approval of requests for unpaid leaves of absence shall be at the sole discretion of the District.
- 23.3 In the event of a vacancy caused by a leave of absence, the District may fill said vacancy with full time employees.
- 23.4 The District shall extend Health Benefits, as described in Article 29 of this Agreement, to an Employee on any unpaid leave at the expense of the Employee.
- 23.5 Employees will not advance along any negotiated salary, vacation or other benefit scale while out on any unpaid leave of absence except a Military Leave. Employees will also not accrue seniority while out on any unpaid leave of absence except a Military Leave.
- 23.6 Maternity Leave shall commence on a date requested by the employee and certified by the physician as being within the period of disability.
- 23.6.1 Employees shall have the option of Maternity Leave with pay to the extent of any accumulated leave earned or without pay as permitted by the New Jersey State Disability Program.
- 23.6.2 Employees wives give birth shall be granted up to three (3) days of Birth Leave commencing on the next scheduled work day.
- 23.7 Child Care Leave will be granted commencing a date immediately following the maternity component. Employees shall be entitled to such leave for a period not to exceed eighteen calendar months.
- 23.8 Adoption Leave will be granted commencing on the date of formal adoption. Such leave may continue for a period not to exceed twelve (12) calendar months.
- 23.9 Employees shall have the option of Child Care and Adoption Leave with pay to the extent of any accumulated leave earned or without pay.
- 23.10 Employees shall be entitled to return to their employment position with a minimum of fourteen (14) days advanced written notice to the District.
- 23.11 Any leave may be extended for a mutually agreeable length of time upon written request. Determinations relating to the extension of leaves shall be at the sole discretion of the Fire District.

ARTICLE 24 – BEREAVEMENT LEAVE

- 24.1 In the event of a death within the employee's immediate family, the employee shall be granted time off without loss of pay for a maximum of three (3) days commencing on the next scheduled work day. The term "Immediate Family" shall include the employee's spouse, children, step-children, parents, parents-in-law, brothers, sisters, grandparents, or any other relative who resided in the employee's household on a full time basis.
- 24.2 In the event of a death within the employee's "Extended Family", the employee shall be granted time off without loss of pay for one (1) day effective the day of the death. The term "Extended Family" shall include the employee's grandparent's in-law, and sibling in-laws.
- 24.3 In the event of the death of an employee's nephew, niece, aunt or uncle, the employee will be granted one day off without loss of pay in order to attend the funeral.
- 24.4 In the event a death outlined above occurs while the employee is off on vacation, personal or other paid leave, the employee shall have the option to rescind vacation personal or other paid leave and be placed on bereavement leave.
- 24.5 Bereavement leave may be extended for sufficient cause at the Board's sole discretion.
- 24.6 Bereavement Leave for any other family situation not specifically covered under the terms of this article may be granted at the Board's sole discretion upon application by an employee giving sufficient cause for such leave to be granted.

ARTICLE 25 – MILITARY LEAVE

- 25.1 The District shall grant time off in accordance with all applicable law.
- 25.2 Employee's must request Military Leave at the earliest possible time. A copy of the member's orders shall be submitted with the request for time off, if possible. In any case, a copy of the employee's orders must be submitted immediately upon availability.

ARTICLE 26- MUTUAL EXCHANGE OF HOURS

- 26.1 Mutual tour exchanges shall be granted with the approval of the fire officer in charge or Board designee. All tour exchanges must be submitted and approved in writing, and limited to three (3) outstanding. Once approved, each employee is responsible for fulfilling his/her new shift responsibility. In no case will a tour exchange result in overtime or additional pay for either employee, except for shift incurred overtime.

ARTICLE 27 – TRAINING

- 27.1 All costs relating to training courses necessary employees to maintain minimum qualifications, certifications and/or licenses necessary to perform their regular duties, shall be borne by the District.
- 27.2 Employees shall be allowed to attend required training in an “on duty” status.
- 27.3 Any fees, charges, or other expenses necessary for an employee to acquire or maintain certifications or licenses, required by the Board, shall also be borne by the District.
- 27.4 Employees shall be compensated at their applicable hourly rate for Board required attendance at any mandatory drill or training course.

ARTICLE 28 - EDUCATION

- 28.1 Employees shall be allowed to attend training to enhance their fire service and job responsibilities at no cost to the employee and according to the sole discretion of the Board in relation to budget limitations and manpower availability.
- 28.2 Employees attending approved college Fire Science Courses shall be reimbursed for the cost of tuition. The total per credit cost shall not exceed the in county per credit cost at Monmouth County College
- 28.3 In order to be reimbursed for courses taken employees must obtain an "A" for one hundred (100%), "B" for ninety (90%), "C" for eighty (80%), less than a "C" will receive zero (0%). Education reimbursement excludes books.
- 28.4 Employees wishing to take courses must make application to the Board and receive approval prior to the start of the course semester.

ARTICLE 29 – HEALTH BENEFITS AND HOSPITALIZATION

- 29.1 All hospital and medical benefits currently provided to employees and their families under the New Jersey State health care plan system shall be retained and continue in full force and effect during the term of this agreement. The board has the right to change hospital and medical benefits that are equal to or greater than the coverage currently is being provided under the New Jersey State health care plan system.
- 29.2 Any changes to employee contributions for health care coverage will not take effect until January 01, 2012.
- 29.3 In lieu of the health care package provided by the Board of Fire Commissioners, represented employees will have the option to receive twenty five (25%) of the health care package premium paid out equally over twenty six (26) pay periods.
- 29.3.1 In order to be eligible for this option, employees must provide written certification that they are covered by health care insurance via another source.
- 29.3.2 Employees opting to have the twenty five (25%) of the health care package premium paid out over twenty six (26) pay periods shall provide written notification of such opting to the Board's authorized representative.
- 29.3.3 New hires shall initially provide such notification during the Board's normal process for employees to sign up for Hospitalization and Medical Benefits.
- 29.3.4 Employees wishing to opt into the health care package provided by the Board of Fire Commissioners, must wait until the District's open enrollment period to enroll unless the employee provides written certification that they no longer have health care coverage. In the case an employee opting into the health care package provided by the Board due to the loss of health care coverage otherwise provided or other qualifying event, the employee will be permitted to enroll outside the enrollment date.
- 29.3.5 Employees opting out of the health care package provided by the Board of Fire Commissioners shall still be covered under the reimbursement program as outlined in section 29.3.
- 29.4 Employees will be reimbursed for verifiable receipts resulting from dental, eye care, chiropractic or other health and welfare expenditures for the employee, his or her spouse and children. Employees will be reimbursed a maximum of one thousand five hundred dollars (\$1,500.00) for each calendar year of this agreement.
- 29.4.1 For unmarried employees with no dependents, the District shall reimburse each employee up to one thousand five hundred dollars (\$1,500.00) annually.

ARTICLE 29 -- HEALTH BENEFITS AND HOSPITALIZATION - Continued

- 29.4.2 For married employees with no dependent children, or single employees with one dependent child, the District shall reimburse each employee, up to two thousand dollars (\$2,000.00) annually.
- 29.4.3 For single employees with two or more dependent children or a married employee with one or more dependent children, the District shall reimburse each employee, up to three thousand dollars (\$3,000.00) annually.
- 29.4.4 There is no maximum individual reimbursement; employees will be reimbursed for any eligible expenses up to their maximum annual allowance for themselves or any eligible dependent.
- 29.5 In the event that an employee is killed in the line of duty or dies from injuries or illness incurred while in the performance of his/her duties, the District shall pay, without delay, the sum of ten thousand dollars (\$10,000.00) toward funeral expenses to the employee's surviving family regardless of the amounts paid for such expenses from other sources.

ARTICLE 30 - SICK TIME BUY BACK

- 30.1 Employees retiring with a minimum twenty five years of service, as a result of a line of duty injury disability retirement or as a result of an ordinary disability retirement shall receive payment for their accumulated sick leave upon retirement up to a maximum of fifteen thousand (\$15,000.00). Payment shall be made based on the employee's rate of pay at retirement.
- 30.2 The estate or survivors of any employee dying in the line of duty shall receive payment for all accumulated sick and other leave. Payment shall be made at the employee's rate of pay at the time of the employee's death.
- 30.3 Employees, their estate or survivors shall be entitled to designate one of the following separation plans. The designation will be submitted to the Board in writing.
- 30.3.1 Plan A – Full onetime payment.
- 30.3.2 Plan B – Payment plan with one third (1/3) of the total amount due being payable on the first regularly scheduled pay date in January for three (3) successive calendar years.
- 30.4 Employees may sell back accumulated sick time at any time during their Career. Sell back will be based on the employee's base pay at the time of the sell back. Employees must forecast their sell back in October of the year preceding the sell back for budgetary considerations unless extenuating circumstances exist and with Board approval.

ARTICLE 31 – RECALL ASSIGNMENTS

- 31.1 The incident commander may recall a maximum complement of one tour/shift of personnel in the event of an emergency starting with full time district employees. Recalled personnel must be able to respond and arrive at the fire scene within forty five (45) minutes of notification.
- 31.2 Firefighters that are recalled to duty shall serve at the discretion of the officer in charge and remain at the fire scene/station for a minimum of one (1) hours.
- 31.3 In the event of a local, state or federally declared State of Emergency, the District reserves the right to mandate the recall of off duty personnel.
- 31.4 Employees recalled to duty shall be compensated for all hours worked. Employees shall be paid overtime pay at their applicable overtime rate.

ARTICLE 32 - WEATHER CONDITIONS

- 32.1 Employees will not be required to perform non-essential outside activities when weather elements and temperatures are extreme. This article shall not be applicable to emergency responses. Extreme conditions represent temperatures equal to or below thirty (32) degrees Fahrenheit or equal to a heat index at or above ninety (90) degrees. Additionally, non-essential outside duties will not be performed under conditions of extreme rain, snow, or wind.

ARTICLE 33 – STAFFING

33.1 The District and Association agree that minimum tour staffing levels will be as follows:

33.1.1 Minimum staffing for each tour of duty shall be four (4) trained and qualified firefighters

ARTICLE 34 – PERSONNEL FILES

- 34.1 A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained within the District's offices. The District may use personnel files for evaluation purposes.
- 34.2 Upon advanced notice at reasonable times, any employee of the District may review his/her personnel file. However this review must be made through the Commissioner in charge of personnel or his/her designated representative at times mutually convenient.
- 34.3 Whenever a written complaint concerning an employee or his/her actions is to be placed in his/her personnel file, a copy shall be made available to him/her. The employee shall be given the opportunity to rebut the complaint if he/she so desires. Employees shall be given the opportunity to have any rebuttal placed in his/her personnel file.
- 34.4 All personnel files will be carefully maintained and safeguarded permanently.
- 34.5 All disciplinary action records placed in an Employee's personnel file shall be retained as a permanent part of the employee's file.

ARTICLE 35 – GRIEVANCE AND ARBITRATION PROCEDURE

- 35.1 The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems, which may arise affecting the terms and conditions of employment and this Agreement. Bargaining unit members shall be entitled to have an authorized union representative in attendance when presented with any disciplinary actions.
- 35.2 The term “grievance” as used herein means any controversy arising over the interpretation, application, or alleged violation of policies, procedures, agreements, and administrative decisions affecting the terms and conditions of employment and shall be raised by the Union or the District.
- 35.3 Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties of this agreement. All days referred to herein shall be calendar days.

STEP 1:

An aggrieved employee or employees shall institute action under the provision herein within fifteen (15) days of the occurrence giving rise to the grievance. Action is instituted by filing a grievance with the Association Grievance Committee. Failure to act within said fifteen working days shall be deemed to constitute an abandonment of the grievance. Within fifteen working days after the grievance has been filed and before any effort is made to settle the matter, the Association Grievance Committee shall screen and study the grievance to determine whether it has or lacks merit. Such processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the Association. Upon finding merit, the Association Grievance Committee shall present written confirmation of such determination to the Commissioner in charge of personnel or his/her designee with request that the Commissioner or designee investigate and resolve same if required. If resolution of the grievance has not been reached within fifteen (15) days of the submission to the Commissioner or designee, the grievance may proceed to STEP TWO.

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

ARTICLE 35 – GRIEVANCE AND ARBITRATION PROCEDURE - Continued

STEP 2:

In the event a satisfactory settlement has not been reached at Step One, the Association shall file its written grievance with the Board at the next scheduled Board meeting. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Board shall review the decision of the Commissioner in charge of personnel and within thirty (30) days, make a written determination. If the Association fails to present the grievance to the Board at the next scheduled meeting it shall be deemed as abandonment of the grievance by the Association.

STEP 3:

In the event the grievance has not been resolved at Step Two, the Association shall, within fourteen (14) days of receipt of the Board's decision, request arbitration and notify the Board of same via certified mail. The arbitrator shall be chosen in accordance with the rules of the Public Employment Relations Commission (PERC). However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Board. In the event that the aggrieved elects to pursue other remedies, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Association shall pay whatever costs it may have incurred in processing the case to arbitration. Again, if the Association fails to present the grievance as outlined above it shall be deemed as abandonment of the grievance by the Association.

35.4 **Arbitration:**

35.4.1 The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to them regarding the grievance. In formulating their decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable. The arbitrator shall not have the authority to add to, modify, subtract from or alter in any way the provisions of this Agreement or any agreement or supplement thereto. The decision of the arbitrator shall be final and binding.

35.4.2 The costs for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring same.

ARTICLE 36 – DISCIPLINE AND DISCHARGE

- 36.1 No employee shall be disciplined or discharged without just cause.
- 36.2 All discipline will be corrective in intent and progressive in nature.
- 36.3 Depending on the seriousness of the matter, disciplinary action against employees shall be in following forms:
 - 36.3.1 Informal verbal reprimand by any career fire officer.
 - 36.3.2 Written reprimand from any career fire officer in the employee's chain of command.
 - 36.3.3 Imposed pay sanctions of one half (½) the employee's hourly rate of pay up to a maximum of thirty six (36) hour per offense by The Board of Fire Commissioners
 - 36.3.4 Suspension from duty without pay by The Board of Fire Commissioners
 - 36.3.5 Demotion of employee by The Board of Fire Commissioners
 - 36.3.6 Discharge from Duty by The Board of Fire Commissioners
- 36.4 Where the District or designee may impose discipline, written notice of such discipline shall be given to the employee prior to imposition of said penalty. Such notice shall contain a reasonable specification of the nature of the charge, a description of the alleged acts and/or conduct upon which the charge is based and the nature of the discipline.
- 36.5 A hearing may be held to investigate the charges prior to imposition of discipline or discharge.
 - 36.5.1 At least seven (7) days before the hearing, the employee shall be notified in writing of the charges, and the time and place of the hearing.
 - 36.5.1.1 No tape recording of such procedure shall be made without agreement of the Board and employee.
 - 36.5.1.2 There shall be no presumption of guilt.
 - 36.5.1.3 The employee shall have the right to be accompanied and represented by the Union and/or legal counsel.
 - 36.5.1.4 The employee shall also have the right to be accompanied and represented by the Union during any questioning concerning the charges, which takes place prior to a hearing.

ARTICLE 36 – DISCIPLINE AND DISCHARGE - Continued

36.5 The employee and the Union shall be entitled to a copy of the transcript and/or the tape from the hearing the employee's expense.

ARTICLE 37 – LEGAL DEFENSE

- 37.1 Whenever a member or officer of the paid department is a defendant in any action or legal proceeding arising out of, or incidental to, the performance of the employees duties, the Board of Fire Commissioners (“Board”) shall provide said member or officer with counsel and costs incidental to such representation for the defense of such action or proceeding, other than for his defense in a disciplinary proceeding instituted as a result of a complaint on behalf of the Board. If any such disciplinary or criminal proceeding instituted by, or on complaint of, the Board of Fire Commissioners shall be dismissed or finally determined in favor of the employee, said employee shall be reimbursed for the expense of the employee’s defense.

ARTICLE 38 – WORKERS COMPENSATION INSURANCE

- 38.1 During the life of this agreement, the District shall maintain in full force and affect all current workers' compensation insurance for all employees.

ARTICLE 39 – EMPLOYEE PHYSICALS

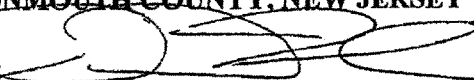
- 39.1 Each employee may be required to submit an annual physical. Said physical will be paid for by the District.
- 39.2 The District maintains the right to implement mandatory physical condition testing. The District must provide all employees' ninety (90) minutes per tour for physical conditioning and must maintain adequate training facilities.
- 39.3 Employees shall be required to submit anytime to no-notice drug and/or alcohol testing at the expense of the District.
- 39.4 The District shall offer all employees an Employee Assistance Program.

ARTICLE 40 – TERM AND RENEWAL

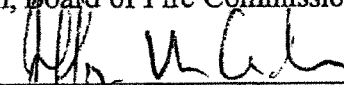
- 40.1 This agreement shall be in full force and effect as of January 01, 2009, through and including the 31st day of December, 2013.
- 40.2 This agreement shall remain in full force and effect on a day to day basis during collective bargaining negotiations between the parties extending beyond the date of expiration set forth herein.
- 40.3 If either party wishes to modify or negotiate this Agreement, they must notify the other party in writing no later than the September 1 immediately prior to the expiration date of expiration date of this Agreement. Negotiations shall begin no later than sixty (60) days prior to the expiration of this agreement. Failure to notify the other party of the desire to negotiate shall leave the present Agreement in full force and effect from year to year.

IN WITNESS THEREOF, the parties have set their hands and seals in Millstone Township, New Jersey on the 14th day of July, 2011.

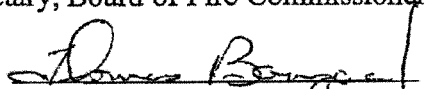
**MILLSTONE TOWNSHIP FIRE DISTRICT No. 1
MONMOUTH COUNTY, NEW JERSEY**

By: 
David Markunas

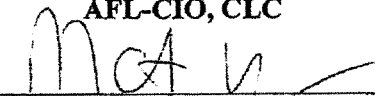
Chairman, Board of Fire Commissioners

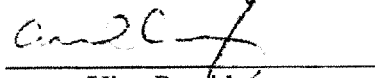
By: 
Jeffrey VanArsdale

Secretary, Board of Fire Commissioners

By: 
Thomas Banyacski
Clerk, Board of Fire Commissioners

**MILLSTONE TOWNSHIP UNIFORMED FIREFIGHTERS ASSOCIATION
LOCAL 4388
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
AFL-CIO, CLC**

By: 
President

By: 
Vice President