

AGREEMENT BETWEEN THE

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

AND THE

**SUPERIOR FIRE OFFICERS OF THE
MILLSTONE TOWNSHIP UNIFORMED FIREFIGHTERS
ASSOCIATION
LOCAL 4388 of the
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO, CLC**

January 1, 2022- December 31, 2026

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ARTICLE 1 – PREAMBLE

THIS AGREEMENT is entered into on this the 25th day of July, 2022 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-CL, hereinafter referred to as the “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: Responds to emergency medical calls to provide efficient and immediate care to the ill and injured. Transports the patient to the appropriate medical facility.
- 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.
- 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 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.

2.2.7 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 – SUPERIOR FIRE OFFICERS JOB DESCRIPTION

- 3.1 Definition: Under direction of the Millstone Township Board of Fire Commissioners, has charge of a fire department company or a crew of firefighters intended to engage in firefighting. Performs firefighting duties and administrative functions as required as well as other related duties.

Note: The duties for this title are for illustrative purpose only. The candidate must have completed an exam for the Fire Officer position. 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.

Fire Officers will be on probation for six (6) months.

- 3.2 Duties:

Commands firefighting operations until relieved by a Superior Officer of the fire company.

Directs work of firefighters engaged in firefighting operations and other emergencies.

Supervises daily work operations of personnel including fire inspections.

Conducts a briefing at the beginning of each shift at which the Fire Officer establishes and assigns work for personnel.

Supervises cleaning, maintenance, and daily usage of the building and equipment.

Oversees all Tactical and Administrative Operations of the Fire District, Equipment, and Personnel.

Provides a training schedule and Instructors to provide regular training programs to the crews or company.

Performs administrative tasks as required.

Provides monthly reports to the Board of Fire Commissioners and attends Board meetings when required. (May also be required to attend workshop meetings if needed.)

Must maintain personnel records and training files for the department.

Must keep accurate records of District Firefighters time slips, over time worked, and vacation taken.

Must maintain current Fire Inspectors License.

Has authority to utilize full and part time personnel for shift coverage.

In addition to the above listed duties, each Fire Officers shall be assigned on of the following job responsibilities:

EMS Coordinator: Responsible for overseeing the day to day operations of the EMS program. The EMS Coordinator will also be responsible for ensuring shift coverages.

Fire Official: Responsible for overseeing the day to day operations of the Fire Bureau and inspectors.

Training Officer: Responsible for training if the Career and Volunteer firefighters. The training officer shall also be responsible for preparing and submitting the Districts bill and payroll.

Engineer Supervisor: Responsible for overseeing the maintenance and repair of all District vehicles and equipment.

3.3 Knowledge and Abilities:

Fire Officers must have Knowledge of the following:

Knowledge of laws and ordinances, which are significant to the operation of the department.

Knowledge of methods likely to be effective in firefighting operations and other emergencies.

Knowledge of various kinds of firefighting equipment and apparatus.

Knowledge of streets and locations within the municipality.

Knowledge of New Jersey Uniform Fire Code.

Fire Officers must have the Ability to perform the following:

Ability to analyze and interpret laws, ordinances, rules, regulations, standards, and procedures. Must be able to apply the above to specific situations and cases.

Ability to organize work of a crew so as to make the best use of personnel, funds, and equipment.

Ability to give assignments to fire fighters.

Ability to recognize potential arson fires and preserve the scene until the proper authorities arrive.

Ability to provide periodic training programs and lesson plans.

Ability to take a leading part in establishing and maintaining cooperative and helpful relationships among co-workers, citizens and members of the fire company.

Ability to supervise cleaning, maintenance and minor repairs of the building and equipment.

Ability to take immediate and correct action when an emergency call is received. Be able to direct fire fighters at the emergency.

Ability to remain calm and decisive in emergency situations.

Ability to prepare clear, sound, accurate, and informative reports.

Ability to direct the establishment and maintenance of records and files.

Ability to read, write, speak, understand and communicate in English sufficiently to perform duties of this position.

ARTICLE 4 - RECOGNITION

- 4.1 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.
- 4.2 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.
- 4.3 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*).

ARTICLE 5 – LABOR REQUIREMENTS

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

ARTICLE 6 – MAINTENANCE OF OPERATIONS

- 6.1 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.
- 6.2 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 employee's duties of employment), work stoppage, slowdown, sickout, walk out or other illegal job action against Fire District.
- 6.3 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.
- 6.4 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.
- 6.5 The Board of Fire Commissioners, Career Fire Officers, 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's steps.

ARTICLE 7 – DUES DEDUCTION/AGENCY SHOP

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 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.
- 7.8 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 #6)*

ARTICLE 8 – PLEDGE AGAINST DISCRIMINATION AND COERCION

- 8.1 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, for participation or lack thereof in legal association activities, national origin, political belief, service in the armed forces, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, gender identity or expression, disability or atypical hereditary cellular or blood trait, or any other characteristic protected by law.
- 8.2 There shall be no discrimination against any employee because of political affiliation or activity, except as is consistent with State and Federal law.

ARTICLE 9 – UNION RIGHTS AND RESPONSIBILITIES

- 9.1 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.
- 9.2 The Board shall grant authorized Association representatives administrative leave with pay consistent with the provisions of N.J.S.A. 40A:14-177.
- 9.3 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 shall be at least (7) calendar days in advance of the meeting. The Commissioner in charge of personnel may require proof of attendance from the representative.
- 9.4 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.
- 9.5 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 10 – SEVERABILITY AND SAVINGS

- 10.1 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 11 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 11.1 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:
- 11.1.1 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.
 - 11.1.2 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.
 - 11.1.3 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.
 - 11.1.4 To hire all employees, to promote, transfer, assign or retain employees in positions with the District.
 - 11.1.5 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.
- 11.2 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 12 - UNIFORMS

- 12.1 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.
- 12.2 All uniforms and turnout gear will be N.F.P.A. and P.E.O.S.H.A. compliant.
- 12.3 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.
- 12.4 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.
- 12.5 The employer shall pay for all required changes to Class A and station uniforms due to change of rank.
- 12.6 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.
- 12.7 Each employee will receive a maximum of six hundred dollars (\$600) for each calendar year of this agreement towards the purchase of uniforms, uniform related items and uniform maintenance. The Board will appoint a quartermaster to run the program.

ARTICLE 13 – SENIORITY

- 13.1 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.
- 13.2 In the event a layoff occurs, the firefighter with the lowest seniority shall be the first to be laid off.

ARTICLE 14 – PROBATIONARY STATUS

- 14.1 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.
 - 14.1.1 Probationary Period shall be defined as a trial period used to assess an employee's overall fitness for continued service.
- 14.2 The Board's designee shall provide probationary employees with periodic performance evaluations in order to assist the employee with successful completion of probation.
- 14.3 Successful completion of an employee's probationary period shall be determined by Board action.

ARTICLE 15 – PROMOTION

- 15.1 Notice will be prominently 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 for up to three years from the testing date. The expiration of the promotion list after three years will not alter the list of eligible acting officers. Only firefighters with a passing grade shall remain of the promotional list.
- 15.2 All promotions shall be made in accordance with applicable law.
- 15.3 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.
- 15.4 All fire officer promotions shall be made from current eligible full-time district fire fighter staff.

ARTICLE 16 – HOURS OF DUTY AND OVERTIME

- 16.1 The work week for employees shall consist of an average of forty-two (42) hours per seven (7) days over a twenty-eight (28) day work period. Employees pay period shall consist of eighty-four (84) hours. Management shall assign employees to either a platoon style shift or day shift based on management needs.
- 16.1.1 The normal work day for a platoon shift shall be understood to be twenty-four (24) hours followed by seventy-two (72) consecutive hours off.
- 16.1.2 The normal work day for a shift shall be understood to be twelve (12) consecutive hours followed by twelve (12) hours off.
- 16.2 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.
- 16.3 All overtime worked shall be paid at time and one-half of the Employee's regular hourly rates.
- 16.4 Overtime shall be computed in thirty (30) minute increments for sixteen (16) minutes or more.
- 16.5 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 per the negotiated policy. (See appendix A).
- 16.6 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.
- 16.7 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 17 – COMP TIME

- 17.1 As an option to overtime pay, the employee will have the choice to utilize comp time.
- 17.2 For every hour of overtime worked, the employee will receive one and one half (1.5) hours of comp time.
- 17.3 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.
- 17.4 Comp time will be denied if another employee has scheduled a vacation day, personal day or a training seminar.
- 17.5 Employee will not be denied the granted day off if another employee calls out sick.
- 17.6 Employee will not be able to bank more than thirty-six (36) hours of comp time three (3) days).
- 17.7 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 till be paid out at their regular hourly rate.

ARTICLE 18 – WAGES

18.1 Superior Officers pay shall be ten (10%) percent above top pay firefighters.

18.2 Superior Officers shall receive the following wags increases:

- 18.2.1 Effective January 1, 2022 – 2.5%
- Effective January 1, 2023 – 2.5%
- Effective January 1, 2024 – 2.5%
- Effective January 1, 2025 – 2.5%
- Effective January 1, 2026 – 2.5%

18.2.2 Salaries for all members of the Association covered by this section shall be as follows:

2022	2023	2024	2025	2026
\$80,697.32	\$82,714.75	\$84,782.62	\$86,902.18	\$89,074.74

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

Fire Inspector	\$1000.00
Training Instructor I	\$500.00
Training Instructor II	\$750.00
Emergency Medical Technician	\$1,000.00
Engineer	\$3,000.00
Assistant Engineer	\$2,000.00
Training Officer	\$2,600.00
Fire Official	\$2,600.00
Engineer Supervisor	\$2,600.00
EMS Coordinator	\$2,600.00

18.3.1 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.

18.3.2 Employees collecting stipends shall perform the duties of that stipend.

18.4 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 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. Juneteenth
7. Fourth of July
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veteran's Day
12. Thanksgiving Day
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.
- 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 LEAVE/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:
 - 22.3.1 Personal illness or physical incapacity;
 - 22.3.2 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 workdays 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. All unused personal time on the books as of December 31 may be carried over for up to one year at the election of the employee. Any time not used as set forth herein shall be forfeited by the employee.

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.
- 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 laws.
- 25.2 Employees 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 Brookdale Community College.
- 28.3 In order to be reimbursed for courses taken employees must obtain a passing grade. 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 five thousand dollars (\$5000.00) 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 five thousand dollars (\$5,000.00) 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 another 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 30.4.
- 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. Effective June 2015, employees and their families shall not submit, and will not be reimbursed based upon receipts resulting from co-pays or coinsurance payments. Additionally, there shall be no reimbursement for cosmetic procedures or cosmetic surgeries. The Board retains the right to refuse reimbursement for any other product or service not specified herein or in the Side Letter, which it deems to be cosmetic in nature. Such determination shall be subject to the grievance procedure.

- 29.4.1 For unmarried employees with no dependents, the District shall reimburse each employee up to one thousand five hundred dollars (\$1500.00) annually.
- 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 (\$3000.00) 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. Remaining money shall be carried over from year to year.
- 29.4.5 Any remaining monies from each employee's healthcare reimbursement will be rolled over for use in the future.
- 29.4.6 It shall be the responsibility of the Board or its appointed designee to track the balance of each employee's healthcare reimbursement account. Employees shall have a reasonable expectation to query the balance of their healthcare reimbursement account at any given time.

ARTICLE 30-RECALL ASSIGNMENTS

- 30.1 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.
- 30.2 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.
- 30.3 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.
- 30.4 Employees recalled to duty shall be compensated for all hours worked. Employees shall be paid overtime pay at their applicable overtime rate.

ARTICLE 31 - WEATHER CONDITIONS

- 31.1 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 32 - STAFFING

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

32.1.1 Minimum staffing for the 6am-6pm tour of duty shall be six (6) trained and qualified firefighters.

32.1.2 Minimum staffing for the 6pm-6am tour of duty shall be four (4) trained and qualified firefighters.

ARTICLE 33 - PERSONNEL FILES

- 33.1 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. Personnel files may be used for evaluation purposes by the District.
- 33.2 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.
- 33.3 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.
- 33.4 All personnel files will be carefully maintained and safeguarded permanently.
- 33.5 All disciplinary action records placed in an Employee's personnel file shall be retained as a permanent part of the employee's file.

ARTICLE 34 - GRIEVANCE AND ARBITRATION PROCEDURE

34.1 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.

34.2 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.

34.3 Steps of the Grievance Procedure:

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by 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 2.

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 3 of this Article within ten (10) calendar days after the last meeting was held to resolve the grievance.

STEP 2:

In the event a satisfactory settlement has not been reached at Step 1, 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 2, 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.

34.4 Arbitrations:

34.4.1 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.

34.4.2 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 35 – DISCIPLINE AND DISCHARGE

- 35.1 Discipline and Discharge shall follow the negotiated policy. See appendix B.
- 35.2 Any discipline not appealable through an alternative statutory or regulatory appeal procedure shall be allowed to proceed through the Grievance and Arbitration procedures set forth in Article 34.

ARTICLE 36 – LEGAL DEFENSE

36.1 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 employee's 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. Under no circumstances shall the District reimburse an employee or pay an employee's legal representative an hourly rate that exceeds that paid by the District to its own labor counsel. The District shall disclose said hourly rate upon request by either an affected employee or a representative of the Association.

ARTICLE 37 - WORKERS COMPENSATION INSURANCE

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

ARTICLE 38 - EMPLOYEE PHYSICALS

- 38.1 Each employee may be required to submit an annual physical. Said physical will be paid for by the District.
- 38.2 The District maintained the right to implement mandatory physical condition testing. The District must provide all employees' sixty (60) minutes per tour for physical conditioning and must maintain adequate training facilities. The District shall provide and pay for a physical conditioning trainer to provide guidance to the association members on proper exercise techniques.
- 38.3 Employees shall be required to submit anytime to no-notice drug and/or alcohol testing at the expense of the District.
- 38.4 The District shall offer all employees an Employee Assistance Program.

ARTICLE 39 - TERM AND RENEWAL

- 39.1 This agreement shall be in full force and effect as of January 01, 2022 through and including the 31st day of December, 2026.
- 39.2 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.
- 39.3 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 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 ~~25th~~ day of ~~July~~, 2022.

22nd of August

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

By: *Anthony Manna* Chairman
Board of Fire Commissioners

By: *Genevieve Lomachod* Clerk
Board of Fire Commissioners

By: *[Signature]*
Board of Fire Commissioners

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

By: *[Signature]* President

By: *[Signature]* Vice-President