

AGREEMENT

BETWEEN

BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT #2
JACKSON TOWNSHIP

OCEAN COUNTY, NEW JERSEY

AND

UNIFORMED FIREFIGHTERS ASSOCIATION
JACKSON TWP. FIRE DISTRICT 2
I.A.F.F. LOCAL 4395

JANUARY 1, 2007, THROUGH DECEMBER 31, 2010

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PREAMBLE

THIS AGREEMENT is entered into this 20th day of September, 2007, by and between the BOARD OF FIRE COMMISSIONERS, FIRE DISTRICT NO. 2, Township of Jackson, in the County of Ocean, New Jersey, a municipal body of the State of New Jersey, hereinafter called the State of New Jersey (hereinafter called the "Board" or "District") and UNIFORMED FIREFIGHTERS ASSOCIATION OF JACKSON TOWNSHIP FIRE DISTRICT 2, I.A.F.F., LOCAL NO. 4395 (hereinafter called the "Local" or the "Association") represents the complete and final understanding on all bargaining issues between the Board and the Association.

ARTICLE I: RECOGNITION

The Board of Fire Commissioners, Jackson Township Fire District #2, Ocean County, New Jersey recognizes International Association of Fire Fighters Local 4395, AFL-CIO-CLC as the sole and exclusive bargaining agent for the full time paid employees engaged in fire suppression duties including Firefighter, Fire Official, Fire Official UFD, Fire Prevention Specialist, Fire Prevention Specialist UFD. All on Duty personnel shall respond to all incidents requiring a fire department response as appropriate.

All others including the Clerk, employees not engaged in fire suppression duties, volunteer firefighters, police and managerial executives within the meaning of the New Jersey Public Employer-Employee Relations Act, NJSA 34:12a-1 (hereinafter "The Act") shall be excluded from this bargaining unit.

ARTICLE II: MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. 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:

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.

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.
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.
4. To hire all employees, to promote, transfer, assign or retain employees in positions with the District.
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.
6. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive, so long as such lack of work or funds is bona fide.
7. It shall be understood that the "Fire Official" shall serve as the Chief Administrator of the "Fire Prevention Bureau" as per statutes and shall be responsible for the day to day activities of the Bureau staff.

B. Pursuant to the laws of the State of New 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 III: NON-DISCRIMINATION

A. There shall be no discrimination by the Board against any employee whether paid or volunteer because of race, color, creed, age, sex, marital status, membership or non-membership in any Employees' Association or Local or participating or lack thereof in legal Association activities as permitted herein.

B. The Board shall not discriminate against any employee because of political affiliation or activity, except as is consistent with State and Federal laws.

**ARTICLE IV:
BAN ON STRIKES**

A. It is recognized that the prevention and control of fire, and the preservation and protection of life and property is the responsibility of employees and the Fire District, and it is further recognized that the need for continued and uninterrupted operation of the Fire District is of paramount importance to the citizens of the Fire District. Therefore, there shall be no interference with such operation.

B. Adequate procedures will be developed during the term of said Agreement, for the equitable settlement or grievances arising out of the Agreement. Parties hereto agree that there shall not be and that the employee will not engage in, encourage, sanction or suggest strikes, slow downs, mass resignations, mass absenteeism, or other suspension of or interference with normal work performance.

**ARTICLE V:
GRIEVANCE PROCEDURE**

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution of the problems which may arise affecting the terms and conditions of this Agreement.
2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the District staff.
3. Nothing herein shall be deemed to deny the employees their statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny employees their rights to pursue any other statutory or legal remedies. The grievance procedure must be concluded before any other remedies are pursued.

B. Definition

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies, procedures, contractual agreements, and administrative decisions affecting the terms and

condition of employment, and shall be raised by the Association on behalf of an individual or group of individuals.

C. Steps of the Grievance Procedure

1. In order to resolve grievances covered by this Agreement between the parties, this procedure shall be followed unless any step is waived by mutual consent:

Step One:

An aggrieved employee or employees shall institute action under the provision hereon within fifteen (15) working days of the occurrence of the event-giving rise to the grievance. Action is instituted by filing a grievance with the Association Grievance Committee. Failure to act within said fifteen (15) working days shall be deemed to constitute an abandonment of the grievance. Within fifteen (15) working days after the grievance has been filed and before an 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 of merit, the Association Grievance Committee shall present written confirmation of such determination to the employer designee with request that the designee investigate and resolve same, if required. If the resolution of the grievance has not been reached within fifteen (15) working days of the submission to the designee, the grievance may proceed to Step Two.

Step Two:

In the event a satisfactory settlement has not been reached at Step One, the Association may, within ten (10) working days of the designee's decision, file its written grievance with the Board. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Board or its designee shall review the decision of the designee, and, within twenty (20) working days from receipt of the grievance, make a written determination.

Step Three:

In the event the grievance has not been resolved at Step Two, the Association may, within thirty (30) working days of the Board's decision, request arbitration. The arbitrator shall be chosen in accordance with the rules of 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.

D. Arbitration

1. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to them involved in 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 amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
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 the same.
3. The arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) days after the conclusion of the arbitration hearing unless agreed to otherwise by the parties.

E. Group Grievances

1. Group grievances, which shall be defined as those affecting "substantially" all of the members of the Association, shall be filed by the Association, and the Association only at Step Two.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to be abandoned. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last Step shall be deemed conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or shorten the time limits for processing the grievance at any Step in the grievance procedure.

**ARTICLE VI:
DUES CHECK OFF/AGENCY SHOP**

A. The Board agrees to deduct from the salaries of its employees, subject to this Agreement, 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.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the "Office Manager" of the Board, during the month following the filing of such card with the Board.

C. If during the lifetime of this Agreement there shall be any change in the rate of 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.

D. 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 to the signed forms to the Boards "Office Manager".

E. Any such written authorization may be withdrawn at any time by the filing of such withdrawal with the Board Office Manager. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-159e, as amended.

F. 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. The Local shall advise Management of the amount due from each such employee, which shall not exceed eighty-five (85%) percent of regular Association membership dues, fees and adjustments normally paid by members.

ARTICLE VII: ASSOCIATION BUSINESS

A. Employees elected or appointed to represent the Association shall be granted administrative leave with pay in accordance with the provisions of N.J.S.A. 40A:12-177.

B. Members of the Association negotiating team shall be allowed administrative leave with pay for all meetings which shall be mutually set by the Board and the Association and during regular working hours.

C. In addition, if a Delegate to PFANJ is elected from the bargaining unit, the Delegate will receive administrative leave without loss of pay to attend monthly meetings after receiving prior approval from the Board.

D. Whenever an employee is to be questioned regarding possible disciplinary actions, he shall have the right to request a representative of the Association to be present at all stages of questioning. Employees may invoke their Weingarten Rights and choose not to answer any questions until an authorized representative of the Association is present. If any employee requests and is denied representation at any stage of the questioning, any statements made by or information obtained from the employee cannot be used against said employee to support disciplinary action.

E. Copies of disciplinary charges or other notices relating to disciplinary actions shall be furnished to the Association upon written authorization to the District by the employee. Refusals by employees to authorize the release of disciplinary charges or other notices relating to disciplinary action to the Association will also be documented in writing. The District shall maintain a file of written refusals and authorization to release disciplinary information. Copies of all disciplinary charges or notices relating to disciplinary actions shall be furnished to the President or Shop Steward of the Association within seventy-two (72) hours of the presentation of charges.

F. 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, and the Association recognizes that the conditions set forth in this article shall be subject to the mission of the District.

G. Authorized representatives of the Association shall be permitted to visit any facility owned or occupied by the District for the purpose of processing or investigating grievances. Prior approval shall be secured from the Board's designee. The Association representative shall not interfere with the normal conduct of work within the facility.

H. Union representatives will receive relief from duty with full pay for the purpose of attending to contract administration, grievance processing or other union business. The representative requesting relief from duty must make application to the Board's designee as soon as reasonably possible.

ARTICLE VIII: HOURS, OVERTIME AND COMPENSATORY TIME

A. The regular duty schedule will provide a basic work week of forty (40) hours, Monday through Friday between the hours of 6:00AM and 6:00PM. Employees shall be entitled to a 30 Minute Lunch Break, a 15 Minute morning Break, and a 15 Minute afternoon Break within the eight hour work day. During these times all staff shall be available to respond to emergency calls in the district.

B. When represented employees are required to work in excess of their scheduled eight (8) hour work shift, they shall be given the option of compensatory time, or overtime pay as follows:

1. One and one half times (1½ x) their regular hourly rate for all overtime hours worked on a non-holiday.
2. Two times (2x) their regular hourly rate for all overtime hours worked on a holiday listed within the "Holiday" article of this Agreement.

C. Compensatory time accrued by an employee may be accumulated up to 100 hrs and carried over from year to year. A cash payment for accrued compensatory time may be made by written request to the Board at any regular business meeting of the Board.

D. Overtime for off duty appearances at meetings requested by the Board will be compensated pursuant to Section B of this Article.

E. Any employee who is required to report to work prior to their regular shift or any off duty time will receive a minimum of two (2) hours compensation pursuant to Paragraph B of this Article. Any time worked in excess of two (2) hours will be compensated on an hourly basis, pursuant to Paragraph B of this Article, for each hour worked.

F. When the District determines that overtime is necessary, represented employees will be given the first opportunity to work.

G. Cash overtime payments shall be made once monthly, and shall be paid at the Boards monthly business meeting following the month the overtime was worked.

H. All employees shall be paid weekly, and the paychecks shall be available to all employees no later than 2:00 PM Thursday afternoon. The only exception to this would be if a holiday fell on a Friday then the checks would have to be available on the Wednesday no later than 2:00 PM.

ARTICLE IX: COMPENSATION

A. The Salary Guides for Fire Official, and Fire Prevention Specialist, shall consist of the individual scales set forth for Fire Official David M. VanArsdale Jr., and Fire Prevention Specialist Wallace W. Jamison. If other Fire Official or Fire Prevention Specialist vacancies occur, it is mutually understood by the parties that an entry level, or promotional pay scale shall be established for same (See Appendix A for the Salary Guide.)

B. The Salary Guide for Firefighter will consist of nine (9) steps. Each of the nine steps will equate to one year of experience with Jackson Township Fire District #2 within the job title of Firefighter. (See Appendix B for the Salary Guide.)

C. Longevity payments shall be made pursuant to the following schedule:

Years of Service	Longevity Payment
Beginning 5th year through 10th	2% of annual base salary
Beginning 11th year through 18th	3% of annual base salary
Beginning 19th year through end of service	4% of annual base salary

Longevity pay shall be added to, and paid with the employee's regular annual base salary.

D. Annual \$500.00 per year EMT differential pay will be paid effective on January 1, 2007 for those Association members who maintain an Emergency Medical Technician Certification. If the district starts a first responder program during the life of this agreement, adjustments to salary shall be made at that time to include Firefighter/EMT. The differential pay will be added to, and paid with the employee's regular annual base salary.

E. All employees who have a Fire Inspector's license shall receive an annual stipend of \$500.00 for same unless the license is required to perform the job duties.

**ARTICLE X:
VACATIONS**

A. The employee shall be entitled to annual vacation leave with pay in accordance with the following schedule:

1. During the 1st year of employment: (8) hours per month.
2. From the first (1st) through and including the fourth (4th) year of employment, twelve days (96) hours.
3. From the fifth (5th) through and including the ninth (9th) year of employment, seventeen days (136) hours.
4. From the tenth (10th) through and including the fourteenth (14th) year of employment, four weeks (160) hours.
5. From the fifteenth (15th) through and including the nineteenth (19th) year of employment, twenty two days (176) hours.

6. From and after the twentieth (20th) year of employment: 200 hours.

B. Accumulation of annual vacation leave from year to year may be permitted, however, accumulated vacation leave must be utilized in the year succeeding its accumulation in the form of compensatory time off and scheduled at such times as the needs of the fire district permit.

C. With the exception of the first year of employment, all vacation credits will be credited to all employees on January 1st of each year with vacation pro-rated.

D. Seniority will have preference when employees are requesting the same vacation time.

E. All employees requesting weekly vacations shall be entitled to the compensation they would receive for those weeks prior to leaving on vacation.

ARTICLE XI: HOLIDAYS

A. The Employee will be granted fourteen (14) holidays annually as noted. The holidays are as follows:

New Years Day	Columbus Day
Martin Luther Kings' Birthday	Veterans Day
Lincoln's Birthday	Election Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	
Labor Day	

B. If a holiday occurs during a scheduled vacation, the holiday will take precedence and the employee will not be charged vacation time.

C. If the holiday falls on Saturday, the holiday will be celebrated on the Friday before. If the holiday falls on Sunday, the holiday will be celebrated on the Monday after.

D. Represented employees shall have the option to work on any listed holiday that occurs on an otherwise scheduled work day with the approval of the Board's designee. Represented employees working pursuant to this provision shall earn a floating holiday for each listed holiday worked. Floating holidays shall be taken at the employee's option providing that the Board's

designee approves. The District may record floating holidays as earned straight compensatory time hours.

**ARTICLE XII:
PERSONAL DAYS**

A. The Employee shall enjoy at their request four (4) personal leave days per year. Personal leave shall be subject to the manpower needs of the District and approved by the Board designee. Personal days shall not be accumulative.

**ARTICLE XIII:
SICK LEAVE**

A. All permanent employees, or full time provisional employees, shall be entitled to sick leave with pay based on their aggregate years of service. Sick leave with pay shall accrue to full time employees on the basis of fifteen (15) work days per calendar year.

B. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, exposure to contagious disease or in case of family illness.

C. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.

D. All employees shall be entitled to accumulate sick leave without limitation and will receive payment for a maximum all unused sick days upon retirement. Payment will be made at the employee's rate of pay at the time of retirement not to exceed \$15,000.00.

E. If an employee is absent for reasons that entitled him to sick leave, the Office Manager shall be notified prior to 8:00 a.m. on the day of the illness the Office Manager shall immediately notify the Commissioner designee. An employee may leave a message on the Office Manager's phone which is acceptable as notification of sick leave.

1. Failure to so notify the office may be cause of denial of the use of sick leave for the absence and constitute cause for disciplinary action.

2. Absence without notice for five (5) consecutive days shall constitute a resignation.

F. An employee who shall be absent on sick leave for three (3) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.

G. The Board may require proof of illness of an employee on sick leave at any time within its sole discretion. Abuse of sick leave may be cause for disciplinary action.

H. In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.

I. The Board may require proof of illness of an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Board, by a physician designated by the Board. Such examination shall be established whether the employee is capable of performing his normal duties as determined by the physician.

J. For new hires, sick time will be earned at the rate of one and one quarter (1¼) days per month for the first twelve (12) months of employment. Sick time will be provided as outlined in Section A of this Article beginning with the second year of employment.

K. Sick Leave may also be used to care for family members specifically; Spouse, Children, Father, Mother, Sister, and Brother.

ARTICLE XIV: FUNERAL LEAVE

A. In the event of a death within the employee's immediate family, the employee shall be granted time off without loss of pay for five (5) consecutive work days, one of which shall be the day of the funeral.

1. The term "Immediate Family" shall include only spouse, father, mother, or child.

B. In the event of death within the employee's extended family, the employee shall be granted time off without the loss of pay for three (3) consecutive work days, one of which shall be the day of the funeral.

1. The term "Extended Family" shall include only brother, sister, father-in-law, mother-in-law, grandmother, grandfather, brother-in-law, or sister-in-law.
2. Funeral leave as provided in this section is intended to be used for the sole purpose of handling necessary arrangement and attending the funeral of the deceased family member.
3. Funeral leave for any other family situation not specifically covered under the terms of this article may be granted by the Board upon application by an employee covered under this Agreement, giving sufficient cause for such leave to be granted.

C. Funeral leave may be extended for sufficient cause at the discretion of the Board.

**ARTICLE XV:
INSURANCE AND DISABILITY LEAVE WITH PAY**

- A. Workmen's Compensation
 - 1. All employees are covered by the current policy which is handled by the Board's Insurance Carrier.
 - 2. The time lost from employment under the Worker's Compensation Act shall not be deducted from the days permitted for regular sick leave allowance.

- B. Additional Disability Coverage
 - 1. If an employee is unable to work due to a work related injury, the Board for a period of one year will deduct the Worker's Compensation, disability and the firefighter injury awards from the employee's regular salary for those days covered by the Worker's Compensation Act. The Board will pay the amount of salary not covered by insurance awards for not exceeding one year from the date of injury. During this time, the Board will continue to maintain the pension payments, medical Insurance, and any other obligations that are due the employee for time covered under Workman's compensation.
 - 2. The Board shall continue to maintain the New Jersey State Disability Plan coverage.

**ARTICLE XVI:
INJURY LEAVE**

- A. 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 for herein, they may be entitled to full pay for a period of up to one (1) year, provided all conditions of this Section A are met.
 - 1. If an employee returns to work from injury leave for less than one (1) year, then a return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.
 - 2. When an employee returns from injury leave, they 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.

B. When an employee requests injury leave, they shall be placed on “conditional injury leave” until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the Board’s Workmen’s Compensation carrier, with the final determination, if necessary, to be made by the Workman’s Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related, and that the employee is not entitled to job injury compensation, then the injury shall be covered under section “J” of this article.

C. When an employee is granted either “conditional injury leave” or “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. The employee shall either surrender and deliver any compensation, disability or other payments to the Board and receive their entire salary payment, or the Board shall pay the difference.

D. Any employee who is injured, whether slight or severe, while working, must make an immediate report within two (2) hours thereof to the Boards Office Manager who shall immediately notify the Commissioner designee.

E. It is understood that the employee must file an injury report with the Office Manager 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.

F. 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 reasonably require the employee to present such certificate from time to time.

G. 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 designated by the Board.

H. 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, then the Board and the employee shall mutually agree upon 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.

I. 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.

J. In the event an employee is out for more than ten days with any illness or non-work related injury, the employee shall file with the state disability program. The employer will make up the difference between the amount the employee receives from workers compensation and disability insurance, and the employees regular salary. This additional sum shall be paid for a period not to exceed one year. During the period of time that the employee is collecting Workers compensation and disability, the employees sick leave accrued shall not be charged.

ARTICLE XVII: LEAVE OF ABSENCE

A. A leave of absence without pay may, in the discretion of the Board, be granted for a good cause for any employee who has been employed for a period of more than ninety (90) days after satisfactorily completing any probationary period.

B. Any leave of absence may be extended by the Board but not for any period to exceed more than one (1) calendar year when added to any previously granted leave of absence.

C. Any leave of absence unless specified and agreed to by the Board shall be without pay and accrued benefits.

D. The Board shall record any leave of absence granted to an employee in his or her personnel file.

ARTICLE XVIII: EMPLOYEE REQUEST FORMS

A. Request forms will be kept on file in the office and can be obtained from the Office Manager.

ARTICLE XIX: SEPARATION, DEATH, AND RETIREMENT

A. Employee shall retain all pension rights under New Jersey.

B. Employees retiring either after twenty five (25) years of service pursuant to N.J.S.A. 43:164-11.1 or having attained the age of fifty five (55) pursuant to N.J.S.A. 43:164-5 or as a result of a disability pension, whether work connect or not, shall be paid for all accumulated holidays, vacation, and compensatory time as provided in this Agreement. Said payments shall be computed at the rate of pay at the time of his retirement based upon the base annual compensation.

C. Employees intending to retire other than based upon disability pension shall accordingly notify the Board in writing by November 1st of the previous year in which said retirement is to become effective.

1. Any separation of service that requires payment separation benefits must be submitted in writing by this November 1st deadline or the Board will not be able to make the payments in the following calendar year.
2. Failure to make proper notification will delay payments until the first regularly scheduled pay period of January following the next budget preparation process.
3. Upon proper notification, payment will be made on the first regularly scheduled pay of the year following notification.
4. Employees may select one of the following separation plans. The plan to be used must be a part of the written separation notice. Should the employee not select a plan, then Plan B will be followed by the Board.
 - (a) Plan A - Full one time payment.
 - (b) Plan B - Partial Payment. Payment will be spread out with 1/3 being payable on the first regularly scheduled pay of January for three (3) successive years.

The above is subject to the Board's ability to provide payments based upon the financial circumstances of the Board.

D. In the event of an employee's death, his estate or legal representative shall be paid for all accumulated holidays, vacation, or compensatory time as provided by this Agreement. Payments shall be made at the employee's rate of pay at the time of his death.

E. In the event of an employees separation from service for any reason not set forth in Section B or Section D above, all accumulated vacation, holidays, and compensatory time shall be paid at the then rate of pay to the employee, except that no payments shall be made for accumulated sick leave.

F. For benefits payable in the then current year, in all cases of separation, death while not in the line of duty, or retirement, all vacation, holidays, and compensatory time shall be prorated as of the first of the month, if the resignation, death or retirement is effective prior to the fifteenth (15th) of the month and as of the last day of the month if the resignation, death or retirement is effective after the fifteenth (15th) of the month. Benefits shall be prorated on the calendar year from March 1 through February 28.

G. For benefits payable in the then current year, in all cases where the employee died while in the line of duty, all vacation, holidays, and compensatory time which would have accrued for the entire calendar year of the employees death shall be payable to the employees estate or legal representative.

H. Separation shall be defined as any permanent cessation of employment but shall not be deemed to include temporary leaves of absence, vacations, layoffs, or other temporary leaves.

I. Sick leave payment upon retirement shall be calculated based upon the employee's base salary at the time of retirement, excluding longevity.

Payment of any accrued vacation, personal, compensatory or other benefit time entitlement, upon any other separation, shall be calculated based upon the employee's base salary at the time of the separation, excluding longevity.

J. Each employee shall receive \$100,000.00 term life insurance policy, the cost of which shall be paid by the Board.

ARTICLE XX: HOSPITALIZATION AND MEDICAL BENEFITS

A. All hospital and medical benefits currently provided to employees and their families by the Board shall be retained and continued in full force and effect during the term of this Agreement.

B. Optical (Exam, Glasses, contacts, etc.) benefit for employee, and spouse shall be \$250.00 each yearly. The same benefit for employees children shall be \$150.00 each yearly.

C. Employees wishing to waive medical benefits shall receive 50% of the premium saved, not to exceed a yearly cash payment of \$5,000.00. The employee shall receive this in two equal payments to be paid on January 1st, and July 1st of each year.

D. In the event Dental Insurance cannot be obtained for any reason, the employee shall be reimbursed, for dental treatment by the Board up to the premium amount that would have been paid annually for dental coverage for affected employee.

ARTICLE XXI: PENSION

A. District employees shall be enrolled in the Police and Firemen's Retirement System (P.F.R.S.) and Social Security correlated coverage (FICA) or Public Employees Retirement System (P.E.R.S.), whichever is applicable.

**ARTICLE XXII:
CLOTHING ALLOWANCE**

A. The Board will supply the appropriate work uniforms that is deemed necessary for all job titles and positions. (See Appendix D).

B. The Board shall replace or repair all uniform apparel damaged while in the performance of their duties.

C. The Employee shall receive an annual clothing maintenance allowance of four hundred dollars (\$400.00) per employee.

D. The District shall provide a budget amount for each represented employee to purchase replacement uniform items. Consistent with the current practice, each represented employee shall be permitted to purchase replacement uniform items with the cost of each employee's purchases applied to their respective annual uniform budget. Effective January 1, 2007, and in each successive year of this Contract, each represented employee shall receive a budget of \$800.00.

E. When an employee receives a change in position or rank, all the financial costs that relate to uniform changes or modifications will be paid by the Board.

F. The expense of any Board directed uniform changes will be the Board's financial obligation.

G. In the hire year, employees hired prior to June 30th will receive a sum of four hundred dollars (\$400.00) for uniform purchases in addition to the initial uniform issue. Those employees hired July 1st or later, will only receive their uniform issue as provided in Appendix D.

H. A Class A uniform will be issued when an Association member reaches Step 1 of the Firefighter Base Salary Scale found in Appendix B.

1. Arrangements for the fitting of the Class A uniform, unless mutually agreed upon by both the Association and the Board will be ordered within ten (10) business days of the member reaching Step 1 of the Firefighter Base Salary Scale.
2. A Class A uniform issue will consist of the items found in Appendix C.

**ARTICLE XXIII:
COLLEGE INCENTIVE PROGRAM**

A. Each employee who enters the College Incentive Program pledges to achieve an Associates Degree in Fire Science, administration or related field of study as designated by the institution of higher learning as being within their fire science degree program.

B. Each employee shall be compensated at the rate of ten dollars (10.00) per year for each successfully completed credit earned at an accredited institution of higher learning provided the courses studied had the prior approval of the Board.

C. Upon presentation of proof of successful completion through institutional records, payments shall be added to salary yearly.

D. In the event an employee does not earn any additional credits for two (2) consecutive semesters, all payments hereunder shall cease. The employee may reinstate himself in the program but credits earned prior to his reinstatement shall not be compensated until the attainment of the Associates Degree. The employee may make application to the Board for relief from the provisions of this section.

E. Credits earned prior to appointment as a District Employee may be compensated at the discretion of the Board as long as either an Associates or Bachelors Degree had been earned in a related field of study.

F. All credits earned as a district employee prior to January 1, 2007 will be compensated only after the employee has attained his Associates Degree.

G. The highest level of compensation under this program shall be those credits up to and including the Bachelors Degree.

H. A represented employee may choose the incentive program outlined in Paragraphs A through G of this Article or be reimbursed for tuition, books and related lab fees related to said course provided:

1. The course has been Board approved and job related, and
2. The employee receives a Grade of C or better. A grade of C⁽⁻⁾ is not acceptable, and
3. Proper proof of satisfactory completion through institutional records is provided, and
4. Proof of payment is submitted by voucher to the Board, and
5. The limit of one course per semester per employee has not been exceeded.

**ARTICLE XXIV:
EDUCATION AND TRAINING**

A. Employees shall receive schooling and training that which enhance their fire service and job responsibilities at no cost to the employee.

1. Represented employees attending mandatory training outside of regular duty hours, shall have the option of either pay, or compensatory time at the rate of one and one half times (1½ x) their regular hourly rate for all hours worked.
2. All training, other then mandatory training, shall not take place without the Boards designees' approval. Once approval has been received from the Boards designee, section 1 of this article shall apply.

**ARTICLE XXV:
TRAVEL EXPENSES**

A. The Employee shall be reimbursed at the Internal Revenue Service specified rate of .37cents per mile and for all other approved travel expenses while using a personal vehicle for conducting their official duties and official business of the Board and with prior approval of the Board.

B. The Fire District currently provides a vehicle to the Fire Official, and the Fire Prevention Specialist for utilization in the performance of their duties, this practice shall continue. Both individuals are on call 24 hours a day / seven days a week to respond to incidents requiring the Fire Bureaus response. The vehicles permitted use is Jackson Township, and the immediate surrounding townships. Any travel outside the above mentioned areas shall require the Board personnel designees approval. The use of the vehicle shall be in accordance with the vehicle use policy established by the Board as set forth.

**ARTICLE XXVI:
STATUTORY AND LEGAL RIGHTS**

A. Employees shall enjoy all legal rights as set forth in appropriate statutes and regulations.

**ARTICLE XXVII:
PERSONNEL SERVICE RECORDS**

A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the Board, and may be used for evaluation purposes by the Board of Fire Commissioners.

B. Upon advance notice and at reasonable times, any employee may review his personnel file. However, this appointment for review must be made through the Commissioner designee.

C. Whenever a written complaint concerning an employee or his actions is to be placed in this personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his file.

D. When an employee rebuts and is found innocent of said complaint, the written complaint must be removed from the employee's file and any and all other files within five (5) working days.

E. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any employee shall subject that employee to appropriate disciplinary action.

F. Maintenance of the personnel files will be in accordance with the Archives Laws of the State of New Jersey.

G. All employee confidential medical record information will be maintained separate from all other records and secured by the District's designated medical provider. All represented employees shall reserve and retain their full rights with regard to their expectation of privacy.

ARTICLE XXVIII: JOB DESCRIPTIONS

A. The Board will maintain on file in the Board of Fire Commissioner's Office a complete job description for all employment positions covered by this Agreement.

B. The Board will supply a copy of the job description to an employee when hired and at any time thereafter, if the job description should change.

C. Employees shall be required to perform all of the functions enumerated in their job description(s). All employees shall be directly responsible to the Commissioners in charge of Personnel for their job performance, and shall have the right to communicate directly to such Commissioner or be communicated directly to by such Commissioner regarding their job performance.

ARTICLE XXIX:

BULLETIN BOARD SPACE

A. The Union shall have the sole use of a designated union bulletin board or portion of a bulletin board in each station for the sole purpose of posting notices relating only to matters of official business of all fire organizations and other employee related matters.

B. Only material authorized by the signature of the Union Representative, President, or Shop Steward shall be permitted to be posted on said bulletin board.

C. The Board may require the Union to remove from the bulletin board any material which does not conform to the intent of the above provisions of this Article. Said material will be kept on file with the Union.

ARTICLE XXX: PRINTING AND SUPPLYING AGREEMENT

A. This Agreement and any future Agreement shall be printed and supplied to each employee by the Board within forty-five (45) days at no cost to the employee.

ARTICLE XXXI: SUPERSEDING CLAUSE

A. This Agreement supersedes any and all other Agreements and/or resolutions dealing with working conditions and terms and conditions of employment which are inconsistent with the terms of this Agreement.

ARTICLE XXXII: RULES AND REGULATIONS

A. The employees shall acknowledge that it is the function of the Board to establish, enforce and amend from time to time rules and regulations to be supplied in printed form to the Board's representative, Association and each employee. The Board also agrees that this function shall be exercised in a manner consistent with the terms of this Agreement and subject always to the rights of the employees and/or the Association to lodge a grievance as provided in this Agreement.

ARTICLE XXXIII: SEPARABILITY AND SAVINGS

A. If any provisions of this 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 XXXIV:
FULLY BARGAINED PROVISIONS**

A. This Agreement incorporates the entire understanding of the parties in all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter unless otherwise herein specifically provided for whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

**ARTICLE XXXV:
JURY DUTY AND COURT APPEARANCES**

A. All employees shall be granted time off without loss of pay, vacation time or other compensatory time for mandated jury duty. The employee must be scheduled to work in order to receive administrative leave for jury duty.

B. Employees volunteering for jury duty shall not receive paid time off for jury duty.

C. Employees granted time off for jury duty will be paid their contractual rate. Any moneys or fees received for jury participating will be surrendered to the Fire District within five (5) working days of being received.

D. Whenever an employee is a witness in any action or legal proceeding arising out of or incidental to the performances of their duty, the Board shall provide said employee with the contractual rate of pay for approved time spent for preparation as well as for approved time spent as a witness.

E. Any employee required to appear in any court proceeding due to circumstances arising from their employment with the exception of a disciplinary hearing instituted by the employer or a criminal proceeding instituted as a result of an act committed by the employee shall receive their contractual rate of pay.

1. Should the court proceeding be a disciplinary hearing instituted by the employer or a criminal proceeding instituted as a result of an act committed by the employee and is dismissed or ruled in favor of the employee, he or she shall receive all contractual obligated compensation.

**ARTICLE XXXVI:
EMERGENCY LEAVE**

- A. Upon making proper notification, employees may be granted emergency leave for a bonafide emergency situation that requires immediate personal attention thus resulting in absence from work.
- B. All emergency leaves shall be approved by either the Commissioner liaison of personnel or his designee.
- C. All emergency leave will be charged, at the employees' option, against either the employees personal, vacation, or compensatory time balances.
- D. Abuse of the emergency leave privilege may result in disciplinary action.

**ARTICLE XXXVII:
LABOR/MANAGEMENT COMMITTEE**

- A. A joint committee of four members will be established on a trial basis to discuss matters of mutual concern on an as needed basis, but not to exceed a bimonthly schedule
- B. The Labor/Management Committee will consist of two association employees appointed by the Association President and two Board representatives appointed by the Chairman of the Board.
- C. This Labor/Management Committee will be on a trial basis for the life of this approved contract.
- D. Extension of this article beyond the life of this approved contract must be agreed upon by both the association and the Board.

**ARTICLE XXXVIII:
SPOUSAL MATERNITY LEAVE**

- A. The Family Leave Act shall be adhered to as applicable and as required by law.

**ARTICLE XXXIX:
EMPLOYEE PHYSICALS**

- A. All Association members will receive annual physicals conducted by the Board's designated health care provider at no cost to the Association member. The purpose is to insure that all employees are in proper health to perform their duties.

B. Physicals will be scheduled during the regular work schedule and must be performed no later than June 1st of every contract year.

C. Depending on the employee's level of qualification either an interior fire fighter physical or a hazardous material physical will be provided by the Board.

D. All physicals will be conducted by the Board's designated health care provider.

E. The physical reports provided by the designated health care provider to the Board of Fire Commissioners shall be limited to the Firefighter status as being either "fit or duty" or "unfit for duty".

F. In order to safeguard the quality of the physical, the evaluative procedures of the exam, will, at a minimum, be consistent with all applicable regulations as determined by the medial provider.

G. A list of physical protocols may be requested and obtained from the Board at the start of each contract year. Changes made during the year will be provided to the association.

**ARTICLE XL:
WORK RELATED HEALTH RISK EXPOSURE**

A. The Board shall maintain a separate file to be known as the "Work Related Exposure Record".

B. Members exposed to body fluids, identifiable hazardous chemicals or other materials posing a potential health risk during the performance of their employment duties shall immediately notify the officer in charge of the incident, obtain, complete and sign an Exposure form. The completed Exposure form must be filed with the Administrative Clerk, who will record the event in the "Work Related Exposure Record".

C. If an employee is later diagnosed with AID/HIV, Hepatitis or other health condition resulting from the performance of his/her duties, a completed Exposure form documenting contact with the pathogen will validate the Board's responsibility to compensate the employee under the terms of the Injury Leave Article.

D. Employees desiring protection as described in Section C of this Article must provide proof of not having AIDS, HIV, Hepatitis and/or any other work related exposure condition by providing a completed standard Release and Certification form. The Release and Certification form shall be mutually agreed upon by the Association and the Board.

E. Vaccines that are readily available as of the date of this article is adopted and takes effect and during the life of this contract shall be offered to all Association members at the Board's

expense provided the vaccine offering protection against work related exposures. Should vaccines be readily available and not offered by the Board, no employee shall be required to perform work related duties in arenas where exposure to the specific health risk exposure could exist.

F. Employees who fail to accept Board offered vaccines will be required to sign a Waiver/Release form memorializing the Board's offerings, the related hazards and the employee's position to reject these services, thus releasing the Board from exposure obligations. Failure of the employee to either receive the vaccine or to sign the Waiver/Release form may subject the employee to disciplinary action.

ARTICLE XLI: DRUG AND ALCOHOL POLICY

A. The Board and the Association agree to negotiate in good faith a Drug and Alcohol Policy during the first twelve (12) months following the signing of this contract. Both parties additionally agree to begin the negotiation of this policy within sixty (60) calendar days of the signing of this contract.

ARTICLE XLII: TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 2007 through and including the 31st day of December, 2010.

B. 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.

C. If either party wishes to modify or negotiate this Agreement, they must notify the other party by certified mail by September 1 immediately prior to the expiration date of this Agreement. Negotiations shall begin no later than sixty (60) days before the expiration of this Agreement. Failure to notify the other party of the desire to negotiate shall leave the present Agreement in full force from year to year.

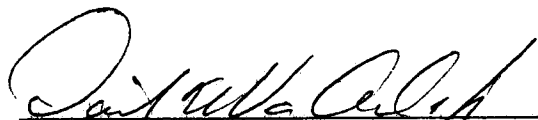
D. To the extent permitted by law, this agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, obligations or past practices herein contained or referenced shall be affected, modified, altered or changed in any respect whatsoever by consolidation, merger, annexation, transfer or assignment. The employer shall give sixty (60) days notice in advance of such proposed consolidation, merger, annexation, transfer or assignment and shall thereafter meet with the Union to negotiate over the effects of such consolidation, merger, annexation, transfer or assignment. The Employer shall give sixty (60) days advance notice of the existence of this collective negotiations agreement and of the current terms and conditions of

employment of its employees to all parties to such proposed consolidations, merger, annexations, transfer or assignment.

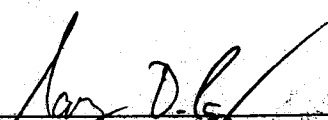
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals in Jackson Township, New Jersey on the 20th day of September, 2007.

I.A.F.F. LOCAL 4395

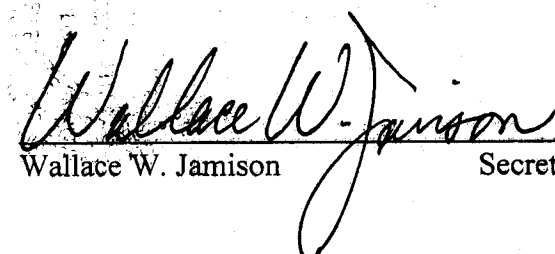
BOARD OF FIRE COMMISSIONERS
JACKSON TOWNSHIP
FIRE DISTRICT 2



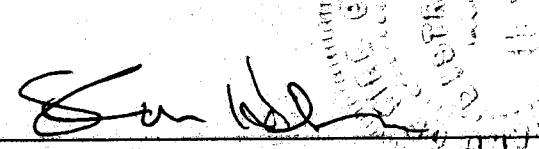
David M. VanArsdale President



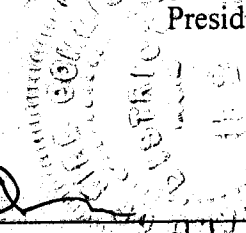
Gary D. Poppe President



Wallace W. Jamison Secretary



Steven Holmes Secretary



APPENDIX A
FIRE OFFICIAL, SALARY SCALE
David M. VanArsdale Jr.

Retroactive adjustment to January 1 st 2006	\$76,645.00
Effective January 1st 2007	\$81,903.65
Effective January 1st 2008	\$85,794.07
Effective January 1st 2009	\$90,298.26
Effective January 1st 2010	\$95,490.41

FIRE PREVENTION SPECIALIST, SALARY SCALE
Wallace W. Jamison

Retroactive Adjustment to January 1 st 2006	\$57,800.37
Effective January 1st 2007	\$66,386.50
Effective January 1st 2008	\$74,973.00
Effective January 1st 2009	\$83,559.50
Effective January 1st 2010	\$92,146.00

**APPENDIX B
FIREFIGHTER BASE SALARY SCALE**

Employees shall receive the following salary effective January 1st of each year outlined below.

	2007	2008	2009	2010
Entry	\$35,426.38	\$37,109.13	\$39,057.36	\$41,303.16
Step 1	\$39,952.70	\$41,850.72	\$44,048.02	\$46,580.78
Step 2	\$44,479.40	\$46,592.44	\$49,038.68	\$51,858.40
Step 3	\$49,006.10	\$51,334.16	\$54,029.34	\$57,136.02
Step 4	\$53,532.80	\$56,075.88	\$59,020.00	\$62,413.64
Step 5	\$58,059.50	\$60,817.60	\$64,010.66	\$67,691.26
Step 6	\$62,586.20	\$65,559.32	\$69,001.32	\$72,968.88
Step 7	\$67,112.90	\$70,301.04	\$73,991.98	\$78,246.50
Step 8	\$71,639.60	\$75,042.76	\$78,982.64	\$83,524.12
Step 9	\$76,166.72	\$79,784.64	\$83,973.33	\$88,801.80

**APPENDIX C
COMPANY UNIFORMS**

A Station or Work Uniforms will consist of:

Company T-Shirts	(5)
Company Sweatshirts	(1)
Button Down Shirts	
Short Sleeve	(5)
Long Sleeve	(1)
Golf Shirts	(5)
Job Shirts	(1)
Pants	(5)
Belt	(1)
Work Shoes or Boots	(2 pair)
Tie	(1)
Tie Tac	(1)
Company Jacket/Coat	(1)
Related Hardware	(1 set)

A Class A Uniform will consist of:

Button Down Shirts	
Short Sleeve	(1)
Long Sleeve	(1)
Pants and Suit Coat	(1 ea)
Belt	(1)
Dress Shoes	(1 pair)
Hat	(1)
Tie	(1)
Tie Tac	(1)
Related Hardware	(1 set)

* All appropriate Firefighting gear shall be provided by the fire district, and shall not be a part of the clothing allowance.