

**Board of Fire Commissioners
Monroe Township
District 3**

Contract

Career Lieutenant

2007 – 2009

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PREAMBLE

This agreement is entered into ____ day of _____ 2006 by and between the BOARD OF FIRE COMMISSIONERS, FIRE DISTRICT NO. 3, Township of Monroe, in the County of Middlesex, New Jersey, a municipal body of the State of New Jersey, hereinafter called the "Board", and MONROE TOWNSHIP FIRE OFFICER'S ASSOCIATION I.A.F.F LOCAL 3170B AFL-CIO/CLC, hereinafter called the "Association", represents the complete and final understanding on all bargainable issues between the Board and the Association.

PURPOSE

THIS AGREEMENT shall establish the general terms and conditions for the position of lieutenant. Specific terms applicable to an individual shall be set forth in an addendum to this agreement.

ARTICLE I

RECOGNITION

A. The Board recognizes the Association as the exclusive collective negotiations agent for ***all lieutenants*** engaged in fire suppression duties.

B. Unless otherwise indicated, the reference to "employee" or "employees" when used in this Agreement, refer to persons, male or female, represented by the Association in the above defined negotiating unit.

C. This Agreement excludes the Fire Chief, Fire Captain, and other managerial executives within the meaning of the New Jersey Public Employer-Employee Relations Act, N.J.S.A., 34:13A-1 et seq. (hereinafter "the Act"), part-time employees engaged in fire suppression duties, craft employees, confidential employees, professional employees, police employees, and employees not engaged in fire fighting duties.

ARTICLE II

NON-DISCRIMINATION

A. The Board and the Association agree that there shall be no discrimination any employee because of race, creed, color, religion, sex, national origin or political affiliation.

B. The Board and the Association agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Board or the Association against any employee because of the employees' membership or non-membership or activity or non-activity in the Association.

ARTICLE III

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. The official representative of the Association, pursuant to State Law, will be granted administrative leave with pay in accordance with the provisions of N.J.S.A. 40A:14-177.

B. One (1) authorized Association representative shall be excused without loss of pay from their normal duties to participate in negotiations for the renewal of this Agreement or the execution of a new agreement for this District. Upon the request of the Association President, upon prior approval of the Fire Chief at his sole discretion, such representative may also be reasonably excused without loss of pay to participate in other meetings related to collective bargaining. Such approval by the Fire Chief will not be unreasonably denied. Such representative shall attend negotiations, and other meeting sessions, if on duty, in the appropriate uniform and be available for duty in the event the need arises.

C. Copies of disciplinary charges, or other notices relating to disciplinary action, shall be furnished to the Association upon written authorization to the Board by the employee within a reasonable period of time thereafter. The Board shall maintain a file of written refusals by the employees to authorize the Board to forward such documents to the Association. Copies of all disciplinary charges or notices relating to disciplinary action against any bargaining unit member shall be furnished to the President of the Association or other duly recognized representative within seventy-two (72) hours of the presentation of charges.

D. The Association will be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible insofar 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 Board.

E. Whenever an employee is to be questioned and he is being considered a "target" for possible disciplinary action, he shall have the right to request a representative of the Association be present at all stages of questioning. If any employee requests and is denied representation at any stage of questioning, any statements made by the employee or "fruits" derived there from cannot be used against said employee to

support disciplinary action.

F. Authorized representatives of the Association shall be permitted to visit any District 3 fire facility for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Fire Chief, or such other individuals designated by the Board in writing to perform such task, on condition that such prior approval shall not be unreasonably withheld. The Association representative shall not interfere with the normal conduct of work within the fire facility.

G. In addition to the foregoing, if the State Delegate is elected from this bargaining unit, the Delegate will receive a maximum of forty eight 48 hours administrative leave annually without loss of pay to attend monthly State Association meetings. In order to receive said leave, the Delegate must give the Fire Chief a minimum of thirty (30) days written notice and must be scheduled to work on the day and time of the State monthly meeting.

H. Upon the request of the Association President, upon prior approval of the Fire Chief at his sole discretion, on duty employees may be reasonably permitted to attend and participate in bargaining unit meetings held in any District 3 fire facility without loss of pay, providing an overtime situation is not created, and when such bargaining unit meetings are held at their respective duty location, Such approval will not be unreasonably denied. All on duty employees shall attend and participate in the appropriate uniform and be available for duty in the event the need arises. On duty employees in stations other than the site of the meeting may not attend.

I. In addition to the foregoing, upon approval of the fire chief at his/her sole discretion, and only within the facility to which the representative is assigned, Association representatives may receive relief from duty without loss of pay, providing it does not create an overtime situation, for the purpose of attending to on an as needed basis, contract administration, grievance processing or other union business related to District #3 terms and conditions of employment. The member requesting relief must make application to the Fire Chief or his designee as soon as reasonably possible. Such request will not be unreasonably denied.

ARTICLE IV

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 the United States, including, but not limited to, 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 the employees needed for any particular time and to be in sole charge of the 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 Department, implementation only after advance notice thereof to the Association and employees is given.

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 the law, and subject to the grievance procedure.

6. To lay off employees in the event of lack of work or funds or other conditions where continuation of such work would be inefficient and non-productive, so long as such lack of work or funds is bona fide.

B. Pursuant to the laws of the State of New Jersey and 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 the 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 the United States.

ARTICLE V

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to 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 employee of 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 in lieu of resorting to the grievance procedure.

B. Definition

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

C. Steps of the Grievance Procedure

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 hereof within fourteen (14) calendar days of the occurrence of the event giving rise to the grievance. Action is instituted by filing a grievance with the Association Grievance Committee. The written grievance at this Step shall contain the relevant facts, the applicable section of the Agreement allegedly violated and the remedy requested by the grievant. A copy of the grievance shall be provided to the Fire Chief. Failure to act within said fourteen (14) calendar days

shall be deemed to constitute an abandonment of the grievance.

Within fourteen (14) calendar 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 or non-merit, the Association Grievance Committee shall present written confirmation of such determination to the Fire Chief with request that the Fire Chief investigate and resolve same, if required. If the resolution of the grievance has not been reached within five (5) working days of the submission to the Fire Chief, the grievance may proceed to Step Two.

Step Two:

1. In the event a satisfactory settlement has not been reached at Step One, the Association may, within fourteen (14) calendar days of the Fire Chiefs' or a designees' decision, file his written grievance with the Board. This presentation shall include copies of all previous correspondence relating to the matter in dispute.

2. The Board or its designee shall review the decision of the Fire Chief, and, within fourteen (14) calendar days from receipt of the grievance, make a written determination. The Board may schedule a meeting with the Association to hear the grievance. If the Board elects to schedule a meeting, it shall issue a written decision within twenty (20) days of the hearing.

Step Three:

1. In the event the grievance has not been resolved in Step Two, the Association may, within thirty (30) calendar days of the Boards' decision, request arbitration. The arbitrator shall be chosen in accordance with the rules of the Public Employment Relations Commission (PERC).

2. 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 will pay whatever costs it may incur in processing the case to arbitration. Only one (1) grievance at a time may be submitted

to a single arbitrator absent mutual consent.

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 arbitrator hearing unless agreed to otherwise by the parties.

E. 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 conclusive. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed there under, 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

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Board of Fire Commissioner's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.

B. 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 concerted failure to report for duty, or stoppage of work, in whole or in part, from the full, faithful and proper performance of the employees' duties and employment), work stoppage, slowdown, sick out, walk out or other illegal job action against the Board.

C. 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 Board.

D. Nothing contained in this Agreement shall be construed 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.

ARTICLE VII

DUES DEDUCTIONS AND 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 that signs a properly dated authorization card, supplied by the Association and verified by the Board Administrator during the month following the filing of such card with the Board.

C. If during the life 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 the Board either new authorizations from its members showing the authorized deductions of each employee, or an official notification on the letterhead of the Association and signed by the President 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 the signed forms to the Board Administrator.

E. Any such written authorization may only be withdrawn between the period of April and of June by filing a withdrawal notice with the Board Administrator. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:4-14.9e, as amended.

F. The Board agrees to deduct the fair share fee from the earnings of those employees who elect not to become a member of the Association and transmit the fee to the majority representative.

1. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

2. The fair share fee for services rendered by the

Association shall be in the amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to the members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

3. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees its represents advances and wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Board.

4. Prior to January 1st and July 31st of each year, the Association, if there is a change in the cost of membership, shall provide advance written notice to the Board and any non-member of such increase. Upon written request, any information necessary to compute or validate the fair share fee for services enumerated above and will be forwarded to the Board or employee requesting same.

5. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Board or require the Board to take any action other than to hold the fee in escrow pending resolution of the appeal.

G. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Board, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

ARTICLE VIII

EMPLOYEE RIGHTS AND PRIVILEGES

A. Nothing contained herein shall be construed to deny or restrict any employee such rights as they may have under New Jersey laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

B. No employee shall be disciplined, reduced in rank or compensation without just cause. An employee's right to confidentiality shall be maintained to the extent permitted by law.

C. Whenever an employee is required to appear before any Supervisor, Fire Chief, the Board of Fire Commissioners or Board Representative concerning any matter which could adversely affect the continuation of that employee in their position, employment, or the salary or any increments pertaining thereto, then they shall be given prior notice of the reasons of such meeting or interview and shall be entitled to have a representative of the Local present to advise them and represent them during such meeting or interview.

D. Any employee whose action may give rise to charges by the Board or any agent or representative thereof, either discipline or criminal, shall be advised prior to any hearing or meeting with any agent or agents of the Board or Department. The affected employee shall be afforded all rights pursuant to U.S.S.C. decisions under Weingarten. No statement shall be given without first advising the affected employee of the matter or matters for which they are under investigation. The employee shall have full access to counsel in any hearing or internal investigation scheduled by the Board.

E. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be negotiated with the Association before they are established. All written rules and regulations shall be provided to the employees upon promulgation.

ARTICLE IX

HOURS AND OVERTIME

A. The normal work/duty tour will consist of a twenty four (24) hour period commencing January 1, 2007 or at such earlier time as may be agreed upon by the Board and the Association. The duty cycle consists of a 24-hour shift followed by 72-hours off resulting in the firehouse being manned twenty four (24) hours a day, seven (7) days a week. The Board and the Association agree that the schedule implemented shall be in accordance with 29 U.S.C 207 (k) so that a requirement for overtime pay shall be triggered for working more than the 24-hours in one (1) 72-hour duty cycle. Each duty tour will be inclusive of appropriate meal breaks.

B. Except in emergencies, the scheduled hours of work shall be posted at least seventy - two (72) hrs in advance. (This provision shall not be construed to restrict the Districts right to schedule compensatory time.)

C. The Board reserves the authority to stagger any shift and to fix the beginning and ending time.

D. The Board shall give an employee 96-hours (four (4)) days advance notice prior to any change in duty tour, duty cycle, or hours, except in the case of an emergency.

E. Meal and other breaks are subject to the emergency requirements of the District.

F. Overtime will be paid in accordance with the Fair Labor Standards Act requirements for public agencies engaged in fire protection.

G. When an employee is recalled for duty, they shall be entitled to compensation at their overtime rate for all hours worked, with a minimum compensation of two (2) hours at their overtime rate, so long as recall is not contiguous with their regularly scheduled duty tour.

H. Whenever the Board determines that overtime is necessary due to sick day, personal day, bereavement day, or vacation day, overtime will be offered to the employee of equal rank (lieutenant). In the event that a lieutenant refuses or is unable to perform overtime, then the procedures set forth in policy directive # 138 shall be followed.

I. Overtime will be distributed as equitably as possible in accordance with the above procedure.

ARTICLE X

MUTUAL EXCHANGE TOURS

A. Mutual exchange of duty tours by employees may be granted by the fire chief or his/her designee, at his discretion, provided such request has been made through channels and in conformance with the needs of the District. Such discretion shall not be unreasonably denied.

B. In exercising the provisions of this Article, no employee shall be permitted to work a double tour. Mutual exchange tours are worked on scheduled days off. Personnel shall be permitted to "hang over" for another employee who will be late reporting, however the period of time may not exceed two hours, and the employee will not be compensated when doing so.

C. Personnel exchanging duty tours for off-time shall be restricted when doing so, to one-half of a duty tour, to one (1) complete duty tour per duty cycle. An employee may not exchange more than three (3) duty tours without permission of the Chief or his designee.

ARTICLE XI

SALARIES

Salary increases are predicated on a 3% increase in 2007 and 2008 and 4% in 2009.

2007:

Step One	\$51,862.00
Step Two	\$53,862.00
Step Three	\$56,562.00
Step Four	\$57,862.00

2008:

Step One	\$53,417.86
Step Two	\$55,477.86
Step Three	\$58,258.86
Step Four	\$59,597.86

2009:

Step One	\$55,554.57
Step Two	\$57,696.97
Step Three	\$60,589.21
Step Four	\$61,981.77

Existing employees shall receive their adjustment increment defined as moving to a new step on the salary guide effective January 1 of each calendar year during the lifetime of this agreement.

ARTICLE XII

HOLIDAYS

A. There will be TWELVE (12) paid Holidays as follows;

New Year's Day
Presidents Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

B. All employees shall be remunerated eight (8) hrs at their regular pay rate for each holiday, the holiday need not have been worked. This payment shall be made at the first pay period in December of the current year. Salary payment for all holidays, vacation and unused personal time shall be pensionable to the extent permissible by law.

C. Employees calling out sick for regularly scheduled duty tours on a holiday shall be required to furnish a proof of illness note from a physician. If proof is not furnished the District may deny pay for the holiday.

ARTICLE XIII

PERSONAL DAYS

A. Beginning in the second year of employment each employee shall be entitled to two (2) personal days. Personal days consist of two (2) twenty four (24) hour periods.

B. Approval of a supervisor is required for personal day, and such approval shall not be unreasonably denied. Personnel are requested to provide advanced notice of the intention to utilize their personal day to assist in obtaining coverage.

C. Personal days may not be used in conjunction with sick days.

D. Personal days are not intended to be attached to vacation days, or before or after a holiday, however such permission may be granted at the Boards discretion.

E. Personal days may not be accumulated and carried into the next year. The employee shall be paid for unused personal days. Although a personal day, if taken/used, totals twenty four (24) hours, it is remunerated at the holiday rate. (8-hours at regular rate).

ARTICLE XV

VACATION

A. All employees working the 24 hour duty schedule shall be entitled to annual vacation leave with pay in accordance with the following schedule.

1. The vacation calendar year is January 1st through December 31st during the first calendar year of employment; employees shall be entitled TO 48 hrs in total. (Vacation will total two (2) 24 hour days.)
2. From the beginning of the second year of employment through the sixth calendar year of employment, employees shall be entitled to seventy-two (72) hours of vacation per year. (VACATION WILL TOTAL THREE (3) 24-hour DAYS).
3. From the beginning of the seventh year of employment, employees shall be entitled to 120 hours of vacation time per year. (Vacation time totals 5 days)
4. All requests for vacations must be approved by the Chief or his designee. Vacation time may ONLY be taken in a twenty four (24) hour block unless otherwise approved by the Chief or his designee.
5. Unused vacation time will be remunerated at the regular rate. Up to forty eight (48) hours of vacation time shall be permitted with Board approval to be carried over into the next year.
6. An annual vacation schedule shall be prepared by the Chief or his designee in accordance with present practice.
7. An employee who terminates employment with the Board, or whose employment is terminated by the Board, shall be entitled to vacation time and/or vacation pay on a prorated basis up to the time of termination.

ARTICLE XV

SEPARATION, DEATH AND RETIREMENT

A. Employees shall retain all pension rights as firefighters as provided by all applicable laws.

B. Employees retiring either after twenty-five (25) years of service with the District pursuant to N.J.S.A. 43:1SA-5, or as a result of a work-connected disability pension, shall be paid for all accumulated holidays, vacation and other compensatory time as provided in this Agreement. Said payments shall be computed at the rate at the time of retirement based upon the base annual compensation.

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

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

E. In the event of an employee's separation from service for any reason not set forth in Section B or D above, all accumulated compensatory time shall be paid at the rate of pay at the time of separation to the employee.

F. For benefits payable in the current year in all cases of separation, death while not in the line of duty or retirement, all vacation, holiday, and other compensatory time shall be prorated as of the first 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 January 1st through December 31st.

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, sick leave days, and other compensatory time which would have accrued for the entire calendar year (in the year of the employee's death), shall be payable to the employee's estate or legal representative.

H. Separation shall be defined as a permanent cessation

of employment, but shall not be deemed to include temporary leaves of absence, vacation, layoffs, or other temporary leaves.

ARTICLE XVI

SICK LEAVE

A. Probationary Employees shall be entitled to twenty four (24) hours sick leave every six months, not to exceed forty eight (48) hours in total, during their first year of employment and ninety six (96) hours per year for each year of employment thereafter. Unused sick leave shall be cumulative from year to year, up to a maximum of 2,160 hours, but no more than 1,120 or \$15,000, whichever ever is less, shall be paid upon termination of employment.

B. Sick leave is hereby defined to mean absence from duty by an employee because of illness, accident, exposure to contagious disease or attendance on a member of the employee's immediate family who is seriously ill and requires the care of such employee.

C. Sick leave may not be taken or used in less than twenty four (24) hour segments unless otherwise approved by the Chief or his designee.

D. Employees shall be required to furnish a physicians certificate to substantiate a request for approval of sick leave when sick leave exceeds two (2) consecutive working days, or 48-hours.

E. The Board may require the employee to submit acceptable medical evidence of proof of illness whenever such a requirement appears reasonable to the Board.

F. The Board may require an employee to be examined by a physician designated and compensated by the Board as a condition of the employee's continuation of sick leave or return to work.

G. In order to receive compensation while absent on sick leave, an employee shall report his/her absence to the Fire Chief or his designee at least one (1) hour prior to the start of the employee's shift, duty tour, if possible.

H. In case of sick leave due to contagious disease or to care for family member, reasonable proof may be required.

I. An employee who has exhausted his/her accumulated sick time, may with Board approval, charge additional time to his/her remaining vacation or personal time.

J. Accumulated sick leave will be paid upon retirement with twenty (20) years of service with the District, or upon death. Payment shall be at the employee's regular rate for each

accumulated sick hour up to a maximum of 1,120 hours or \$15,000, whichever is less. In the event of the employee's death, payment shall be made to the employee's estate.

ARTICLE XVII

INJURY LEAVE

A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform their duties, then, in addition to any sick leave benefits otherwise provided herein, he may be entitled to full pay for a period of up to one (1) year. In the event an employee is granted said injury leave, the Board's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability, or other payments received from other sources provided by the Board. At the employee's option, the employee shall either surrender and deliver any compensation, disability, or other benefits to the Board and receive from the Board his entire salary payment, or in the alternative, the employee may retain the compensation, disability or other benefits and receive from the Board only the difference of pay.

2. If an employee returns to work from injury leave for less than one (1) year, he may 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.

3. When an employee returns from injury leave, he 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 a new injury.

B. When an employee requests injury leave, he or she 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 Workmen'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 a job injury compensation, the employee shall be denied injury leave and shall have all time off charged against his or her accumulated sick time and if necessary, against any other accumulated leave time. If the employee does not have sufficient accumulated time off, then he may be advanced sick time at the sole discretion of the Board. If the employee leaves the employ of the Board prior to reimbursing the Board for such advanced time, the employee shall be required to reimburse the Board for such advanced time.

C. Any employee who sustains any work related injury, whether minor or serious, must submit an injury report to the Chief or officer in charge prior to the end of the employee's shift, or if that is not practical, as soon thereafter as is possible.

D. Prior to filing a worker's compensation claim the employee must file an injury report with the Chief or his designee. Failure to so report a work related injury may result in the failure of the employee to receive compensation under this Article.

E. 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.

F. 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.

G. In the event the Board appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee's physician disputes the determination of the Board's appointed physician. Then the Board and the employee shall mutually agree upon a third physician who shall 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.

ARTICLE XVIII

BEREAVEMENT LEAVE

A. In the event of the death of an employee's parent, spouse, child, step child, grandparent, brother or sister, the employee shall be granted time off without loss of pay commencing between the day of death and the day after interment, not to exceed **two (2)** consecutive working days.

B. In the event of death of an aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or parent-in-law the employee shall be granted time off without loss of pay not to exceed one (1) working day.

C. The Fire Chief may grant leave without pay for anyone else not included.

D. If additional time is required, an employee may use accumulated compensatory or vacation time upon approval of the Fire Chief.

E. Employees shall be entitled to the above bereavement leave after employment for three (3) months.

F. Proof of death may be required at the Fire Chief's discretion.

G. An employee will request bereavement leave from the Fire Chief at the earliest practical time.

ARTICLE XIX

MILITARY LEAVE

A. Military leave shall be granted pursuant to New Jersey and Federal statutes and regulations.

ARTICLE XX

LEAVE OF ABSENCE

A. Leave of absence without pay or benefits, in the discretion of the Board, may be granted for good cause to any employee who has completed their probationary period.

B. Leave of absence can be any specified time period up to a maximum of three (3) months. An extension of a leave may be granted by the Board in thirty (30) day increments not to exceed an additional three (3) months if good cause is provided.

C. During a leave of absence, the Board will not be responsible to provide the employee with benefits provided within Article XXV. However, if the employee wishes that coverage is extended to him during that leave, the Board will provide it but it must be paid by the employee prior to the Board being billed.

D. A request for leave must be submitted to the Board in writing sixty (60) days prior to the proposed date for the leave to begin, except in cases of emergency. A leave for medical reasons must be accompanied by a physician's statement setting forth the need for the leave. The Board may require the employee to undergo a physical examination to verify their fitness to return to duty.

E. Medical benefits provided to other employees will continue to be provided to the employee on leave due to illness, disability or child rearing. Paid medical benefits during leave for other reasons must be specifically approved by the Board.

F. An employee who fails to return from an approved leave of absence will be considered to have voluntarily resigned.

ARTICLE XXI

PENSIONS

A. All employees shall retain all pension rights afforded to them under the Police and Firefighters Retirement System/or the Public Employee Retirement System.

ARTICLE XXII

JOB DESCRIPTION AND DUTIES

A. The Board shall maintain on file in the Board office a complete and current job description for all required positions.

B. The Board shall supply a copy of the most current job description to an employee when hired. Any proposed change in a job description or in members' duties must be submitted to the Association no less than twenty (20) days prior to the change.

C. Employees shall be responsible for general maintenance of the Fire District buildings and grounds only. Any repairs to or improvement of the Fire District buildings (i.e., major carpentry, major electrical, major painting, or major landscaping) shall not be part of the employee's job description and will not be required unless said employee volunteers their services.

ARTICLE XXIII

CLOTHING AND UNIFORM

A. The Board shall issue to all newly hired employees all uniforms and turnout gear according to the clothing allowance as set forth in Appendix A attached hereto. All clothing shall meet N.F.P.A. and O.S.H.A. requirements.

B. Each successive year, each employee shall receive replacement items upon employee request, if in the opinion of the Fire Chief or his designee, an item requires replacement due to normal wear and tear or damage in the line of duty. Unless other mutually agreed to, replacement items shall be ordered within five (5) working days. The employee as soon as reasonably possible shall receive replacement items that are ordered.

C. The Board shall be responsible for the cost of changes in uniform and turnout gear damaged or contaminated in the line of duty.

D. Uniforms shall be worn on all duty hours except during physical fitness time. When working in and around stations and grounds, the uniform shirt may be removed at the officer's discretion (but the employee must wear an undershirt). The Fire Chief or designee shall determine the proper uniform for the work being performed.

E. The Board shall provide its employees with all turnout gear and equipment that meet or exceed the requirement of N.F.P.A. and O.S.H.A.

ARTICLE XXIV

TRAVEL EXPENSES

A. Employees shall be reimbursed at the Internal Revenue Service rate for reimbursement for using their personal automobile when so ordered and required by the Board, and shall be reimbursed for all non-vehicular expenses in connection with their official duties. Any such expenses must be appropriately documented as a condition of reimbursement.

ARTICLE XXV

HOSPITALIZATION AND MEDICAL BENEFITS

A. All existing hospital and medical benefits provided to employees and their families shall be retained and continued in full force and effect.

B. Any changes in the current plans and/or provider must be negotiated with and approved by the Association. The employees shall not have any reduction in its current coverage.

C. Employees shall be entitled to hospitalization and medical benefits after retirement to the extent covered by the State of New Jersey.

D. In the event of an employee's separation from the District, except for just cause, hospitalization and medical benefits shall be continued for a period of one (1) month at the District's expense.

ARTICLE XXVI

COMMUNICABLE DISEASE

A. The Fire Chief or designee shall maintain a separate file to be known as the "Communicable Disease File" in which employees responding to fire rescue alarms in which contact and/or working in close proximity to the victims with communicable diseases and their body fluids shall be recorded in the C.D.F'. at the completion of each alarm. It shall be the employee's responsibility to notify the officer in charge and initial the completed C.D.F. form.

ARTICLE XXVII

SAFETY CLAUSE

A. There will be a HEALTH AND SAFETY COMMITTEE established in accordance with the agreement with the Monroe Township Uniformed Fire Fighters Association I.A.F.F. Local 3170 to which the Association may appoint with the approval of the Fire Chief one representative. The purpose of the committee is to offer in writing recommendations to the Chief for the purchase of equipment, turnout gear, uniform, facilities and apparatus. It is understood that the District and/or Chief shall not be bound by the committee's information, suggestions, requests, etc.

B. The Association shall supply the Chief with a copy of the minutes of the Safety Committee meetings.

C. Members of the Association shall participate in a wellness program agreed upon by the Board and the Association.

ARTICLE XXVIII

PROMOTIONS

A. In the event of a promotion, the Board shall determine promotions using the current promotional list. If the list is not available, or if it expires, then the Board agrees to develop a list of eligible employees. When the Board determines to create a promotional list, a notice shall be posted. A copy of the written promotional OR hiring plan shall be provided to the Association no less than thirty (30) days prior to the hire date advising the Association of the title of the position, its duties and qualifications.

ARTICLE XXIX

BULLETIN BOARD

A. The Association shall have the use of a 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 Association Representative, President, or Shop Steward shall be permitted to be posted on said bulletin board.

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

ARTICLE XXX

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 Fire Chief, Administrator or Board only.

B. Upon advanced notice and at reasonable times, any employee may review his or her personnel file. However, this appointment for review must be made through the Fire Chief.

C. Whenever a written complaint concerning an employee or his or her actions is to be placed in this personnel file, a copy shall be made available to the employee and he or she shall be given the opportunity to rebut it if he or she so desires. The employee shall be permitted to place said rebuttal in his or her 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 there from except as provided in Section D above or by mutual agreement.

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

ARTICLE XXXI

PRINTING AND SUPPLYING AGREEMENT

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

ARTICLE XXXII

STATUTORY AND LEGAL RIGHTS

A. Nothing contained herein shall be construed to deny or restrict the Board or the employee from the exercise of its or their rights under R.S. 34:13A, R.S. 40, 40A or any other national, state, county or local laws or ordinances pertaining to the employee covered by this Agreement.

ARTICLE XXXIII

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of the 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

MAINTENANCE OF BENEFITS

A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the term of this Agreement.

B. All rights, privileges, and working conditions enjoyed by the employees, beginning on the effective date of this Agreement, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement, unless changed by mutual consent.

ARTICLE XXXV

JURY DUTY

A. Employees summoned for Jury Duty shall be governed by the following;

1. The employee shall not have solicited jury duty, and must notify the Fire Chief immediately upon receipt of a summons for jury service.

2. The employee shall continue to receive his/her normal pay while serving, however any money or pay received from the Court for such service must be paid to the District. The employee shall provide such documentation from the Clerk of the Court attesting to his/her service dates and dollar amount received.

3. The employee shall be removed from the work / duty schedule commencing the duty tour on the Sunday preceding jury duty service. The employee shall be required to work any scheduled tours on Saturdays while serving on jury duty.

4. Employees will be permitted to reschedule Vacation days that conflict with jury duty service.

ARTICLE XXXVI

ACTING OUT OF TITLE

A Lieutenant working out of title shall continue to receive his normal pay/salary for his current Rank and Title; however his/her actual work schedule, may be adjusted accordingly.

ARTICLE XXXVII

EMERGENCY LEAVE

A. Employees shall be granted emergency leave for a bona fide emergency situation that requires their release or absence from work. All emergency leave will be charged, at the employee's option, against the employee's vacation, personal or compensatory time balance. The Board shall have the authority to require the employee to verify the emergency.

ARTICLE XXXVIII

FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. This Agreement shall not be modified in whole or in part by the parties except only by an instrument, in writing, executed by both parties.

D. It is the intent of the parties that the provisions of this Agreement will supercede all agreements and understandings, oral and written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Board and the Association, for the life of this Agreement, hereby waive any rights to demand to bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

ARTICLE XXXIX

SUPERCEDING CLAUSE

A. This Agreement supercedes any and all other agreements, resolutions, and/or directives dealing with working conditions and terms and conditions of employment which are inconsistent with the terms of this Agreement.

ARTICLE XL

PROBATIONARY PERIOD

A. Each employee shall serve a probationary period of one (1) year following initial employment. During the probation period, the employee shall be under a period of review and evaluation to determine his/her ability to perform the duties in a satisfactory manner.

B. During the probationary period, the employee shall receive at least two (2) written evaluations of performance. The procedure and format for evaluation shall be set forth in the policy on evaluation.

C. At the end of the probationary period, the employee may be informed in writing whether he/she has passed or failed. An employee who fails to meet the standards of performance shall be terminated and shall be so informed in writing at least two weeks prior to separation.

ARTICLE XLI

EVALUATION

A. Following successful completion of the probation period, each employee shall receive a minimum of one annual performance review in writing.

B. Performance shall be based upon standards set by policies of the Board, the employee's job description and all standard operating procedures related to the position.

C. An evaluation form shall be developed and adopted by the Board after consultation with the Union. The form shall contain both a numerical grading of performance in various specified areas, as well as a brief narrative. In the narrative, both strength and weaknesses shall be mentioned. Areas in need of improvement may be identified by numerical grade and/or narrative. The form will include a space for optional employee comments. The form shall be reviewed annually and revised if necessary.

D. The employee annual review, upon its completion, shall be provided to the employee for his review and the employee shall be given an opportunity to discuss the performance review with his supervisor.

ARTICLE XLII

EDUCATION/TRAINING

A. In addition to mandatory courses to which employees are assigned, employees are encouraged to take courses for additional training related to fire suppression or other related service activities.

B. All courses taken by employees at Board expense must receive advance written approval by the Board of Commissioners or designated Fire Commissioner or Chief. Such approval will specify the course, the name of the employee, the cost and schedule for completion.

C. The Board will pay all costs for course fees and lodging, as required, for courses approved by the Board for such compensation attended after normal work hours. Travel reimbursement will be set by what the IRS allows per mile on the current year's return for use of personal vehicle, which includes gasoline.

D. The Board will also be responsible for obtaining quotes for approved courses, enrollment of employees into approved courses and verification of successful completion of the course by the employee.

E. The employee will be responsible for the successful completion of the approved courses.

F. Only one employee per shift shall be absent from duty to attend schooling, unless prior approval has been given by the Chief or his designee.

G. Incentive Stipends:

1. EMERGENCY MEDICAL TECHNICIAN (EMT) - employees completing and maintaining this certification shall receive an annual stipend of \$300.00
2. ASSOCIATES DEGREE in a fire related, business, management or other field as approved by the Board - employees completing such a degree shall be entitled to a one-time stipend of \$500.00.
3. BACHELORS DEGREE in a fire related, business, management or other field as approved by the

Board - employees completing such a degree shall be entitled to a one-time stipend of \$1000.00.

4. MASTERS DEGREE in a fire related, business, management or other field as approved by the Board - employees completing such a degree shall be entitled to a one-time stipend of \$1500.00.

Payment of stipends shall be made in the first pay period of December of each year after obtaining the aforementioned degree or certifications. With regard to the Emergency Medical Technician (EMT) certificate, this stipend shall become part of the salary paid to and received by the employee to the extent permissible by law.

F. Telephone Stipends:

Employees shall receive reimbursement of \$300.00 annual towards their cell phone expenses.

ARTICLE XLIII

SENIORITY

A. Seniority is defined as the length of time an employee has worked for the Board without a break in service.

B. A break in service occurs when an employee is separated from employment by reason of resignation, retirement or discharge. All seniority earned prior to a break in service will be lost in the event of reemployment.

C. Seniority shall continue to accrue during a paid leave of absence, but not accrue during any period of unpaid leave of absence. However, seniority shall accrue during an approved leave of absence for work related injury, whether paid or unpaid.

D. The purpose of seniority is to determine layoff and reemployment rights, and to determine vacation preference in the event of conflicting requests for vacation.

E. In the event of a reduction in the paid force, layoffs shall occur in inverse order of seniority in the position being reduced. A person laid off shall remain on a reemployment list for future vacancies in the position formerly held. Seniority shall be preserved while on layoff, but shall not continue to accrue.

F. In the event of an opening in a position for which a reemployment list exists, persons on the list shall be recalled in order of seniority in the position. A person refusing reinstatement from a reemployment list shall be removed from all reemployment lists and shall lose all seniority in all positions.

G. Seniority may be considered as a factor by the Board in determining other entitlements such as promotions, requests for leave, personal days, and shift changes.

H. In the event that two (2) or more employees have equal lengths of service, seniority shall be determined for those employees in the following manner:

1. Employees hired prior to January 1, 1992 shall be ranked for seniority in accordance with their ranking on their appointment list.

2. Employees hired after January 1, 1992 with the same starting date shall be ranked for seniority by lottery.

ARTICLE XLIV

DISCIPLINE AND DISCHARGE

A. The Board may take disciplinary action for any of the following reasons:

1. On duty under the influence of drugs or alcohol.
2. Theft.
3. Falsifying records.
4. Gambling on District premises.
5. Loss of Driver's License.
6. Absence from District premises without authorization.
7. Insubordination.
8. Conviction of a crime.
9. Conduct detrimental to good order and discipline.
10. Conduct unbecoming a firefighter.
11. Excessive absenteeism.
12. Other reasonable cause.

B. The forms of discipline include verbal reprimand, written reprimand, and disciplinary suspension without pay, demotion and termination.

C. 1. In addition to a disciplinary suspension without pay, an employee who commits an infraction may be temporarily suspended immediately by a supervisor or by the Board. A temporarily suspended employee will be given a written statement of the charge(s) which formed the basis for the temporary suspension. The statement of charges will be provided to the employee at the time the employee is notified of the suspension or within forty-eight (48) hours of the notification.

2. A temporary suspension shall be with pay until the employee is provided with an opportunity to be heard by the Board regarding the temporary suspension. The Board shall inform the employee in writing of the date, time and location of the Board meeting at which he/she will be given an opportunity to be heard on the temporary suspension. The employee may present evidence and be represented by a person of his/her choice.

3. After the Board has heard the employee, or if the employee does not attend, the Board may decide to reinstate the employee or continue the temporary suspension with or without pay pending further investigation and a hearing of the charge(s) which resulted in the temporary suspension.

D. All forms of discipline other than reprimand (and other than a temporary suspension) may be imposed only after written charges are served on the employee. A disciplinary sanction (e.g., 3-day disciplinary suspension without pay) may be imposed immediately (to begin no later than the next scheduled work day) upon service of the charges, or may be imposed at a later date. However, if the discipline is imposed at a later date, the employee will be given a minimum two (2) days notice of when the discipline will occur.

E. A disciplinary suspension of longer than five (5) days, demotion and termination may occur only with approval of the Board.

F. Nothing shall prevent the Board from imposing more than one form of discipline for the same infraction (e.g. letter of reprimand and three (3) day disciplinary suspension).

G. All disciplinary actions may be appealed through the grievance procedure as permitted by law.

ARTICLE XLV

MUTUAL AID PROVISIONS

A. Members detailed to provide mutual aid shall be covered for liability, injury, or death as if its occurrence took place within the District.

ARTICLE XLVI

HEALTH EXAMINATIONS

A. In addition to a physician's certificate of fitness for initial employment, the Board may require each employee to undergo a physical examination in accordance with NFPA recommendations (18-29 years of age: every 3 years; 30-39 years of age: every 2 years; over 40 years of age: every year).

B. In addition to the initial examination and the bi-annual examination, the Board may, at any time, require an employee to undergo a physical and/or psychiatric evaluation to show continued fitness for employment if the Board suspects a deviation from normal mental or physical health. Written notice of the reason(s) for such evaluation will be provided.

C. All examinations and evaluations shall be by a physician selected by the Board and shall be paid by the Board. The employee may choose to have the bi-annual evaluation by his/her own physician at personal expense. However, the Board may still require an additional examination by a Board appointed physician at Board expense.

D. An employee who contests the Board's decision to require a physical and/or psychiatric evaluation due to suspected deviation from normal mental or physical health may request a hearing before the Board. At the hearing the employee will have an opportunity to present reasons why such an evaluation is not required.

E. Any physician's response to this Article shall be limited to any conditions related to the employee's fitness for duty. The patient-physician privilege shall be preserved.

ARTICLE XLVII

DURATION, TERM AND RENEWAL

THIS AGREEMENT shall be effective January 1, 2007 and shall remain in full force and effect through December 31, 2009. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, before one hundred twenty (120) calendar days prior to the termination date that it desires to modify this Agreement. In the event such notice given, negotiations shall begin no later than ninety (90) calendar days prior to the termination date. This Agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the date first set forth above.

BOARD OF FIRE COMMISSIONERS
MONROE TOWNSHIP FIRE DISTRICT

I.A.F.F. LOCAL 3170
AFL-CIO/ FIRE OFFICER'S
ASSOCIATION

By: _____

By: _____

WITNESS: _____

WITNESS: _____

APPENDIX A

INITIAL CLOTHING ISSUE

A. The clothing list shall be as follows:

- 3 short sleeve shirts
- 3 long sleeve shirts
- 3 pair of pants
- 1 pair of shoes
- 1 badge
- 1 belt
- 1 winter/spring coat

B. The designated Fire District uniform will be determined by the Board upon consultation with the Association. It is understood that the final decision remains within the sole discretion of the Board.

C. After completion of probationary period, members shall be entitled to receive the Class A dress uniform.