

12205  
ORIGINAL

Board of Fire Commissioners  
District #2  
Old Bridge Township  
Middlesex County  
New Jersey

Contract Agreement

with

The Old Bridge Township  
Career Fire Fighters Association  
Local 3311  
International Association of Fire Fighters  
AFL-CIO-CLC

Effective

JANUARY 1, 1996 - DECEMBER 31, 1998

I. Article I

a. Preamble

This agreement, entered into by and between the Board of Fire Commissioners, District #2, Old Bridge Township, in the County of Middlesex, State of New Jersey, hereinafter called the "Board" and the IAFF, Local 3311 hereinafter referred to as the "employees".

The parties hereto agree that this agreement shall be effective for the term of January 1, 1996 to the end of December 31, 1998.

b. Recognition

The Board hereinafter recognizes the Association as the sole and exclusive representative for all full-time Fire Fighters and the Fire Official.

I.2 Management Rights

- a. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the Laws and Constitution of the State of New Jersey and of the United States -

including but without limiting the generality of the foregoing, the following rights:

1. The Executive Management and Administrative control of the Fire District Government and its properties and facilities and the activities of the Board.
2. To hire all employees and,, subject to the provisions of the law, to determine their qualifications and conditions for continued employment or assignment.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to Law.
4. The Board retains all power and authority heretofore conferred on or exercised by the Board.

b. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under title 40 N.J.S.

### I.3 Discrimination

The Board will not discriminate against any employee because of sex, age, race, creed or religion.

If a dispute arises to whether the Board has discriminated against an employee, it shall be upon the employee to establish and prove such discrimination. The employee shall have the burden of not only going forth with such proof but presenting facts to establish such discrimination.

### I.4 Job Description

I.4.1 Policies, Procedures and work rules and duties shall be promulgated from time to time by the Board, and Association members shall comply with all said rules, regulations, policies, and directives, provided they are in compliance with applicable Federal and State regulations within the Board's management rights.

Duties of each firefighter shall include but not be limited to the following:

- a. Each employee shall be assigned to a house or detail under the direction of the commissioner in charge of personnel.

- b. Each employee will have such regular working hours as are defined in Article II.1.
- c. Employee shall, in no case, fail to render assistance for the protection of property or persons if called upon.
- d. Employee shall report his place of residence and phone number to the Commissioner in charge of personnel, in writing, within 24 hours of a change in residency or telephone number.
- e. Employee shall remain in station, unless assigned elsewhere, and may leave only after properly notifying another station.
- f. Every employee shall, have radio contact with Police Headquarters when out of station.
- g. Employee shall, while on duty, conduct himself in a civil and orderly manner, maintaining decorum, command of temper and exercise patience and discretion as the occasion may require.
- h. Employee shall act in a civil and respectful manner, not only to the public, but also to Superior Officers and fellow Firefighters.
- i. Employee shall extend full cooperation to other Township Departments when required.
- j. Employee shall report for duty at the prescribed hour, in the regulation uniform. (See Article II.1 & IV.1 respectively)
- k. Employee shall maintain a desk-log in the Firehouse, recording time of arrival and departure; movement of himself and apparatus; alarms and assignments; maintenance performed on the apparatus or Board equipment during his tour of duty, etc. and all deliveries of Board equipment.
- l. Employees shall answer all alarms. He shall answer with dispatch, by direct route, advising Police Headquarters (by radio) of his destination, nature of the call (if known), and arrival on scene.

- m. Employee shall use standard radio procedures, keeping all messages short, direct and concise, speaking in a loud and clear voice.
- n. Employee shall report all thefts and damages of Board property IMMEDIATELY to the Commissioner in charge and a report sent to the Board.
- o. Employee shall answer the telephone in a courteous manner, giving his name and the name of the station.
- P. Employee shall, in case of sickness, notify the Commissioner in charge as soon as possible, before the tour of duty begins.
- q. Employee shall, when coming on duty, perform a pre-trip inspection of the apparatus and report all maintenance problems to the Commissioner in charge or Fire Chief.
- r. Employee shall be responsible for the general housekeeping of the space rented by the Board at the assigned Fire House.
- s. Employee shall be responsible for the cleaning, polishing and painting, and minor maintenance of all apparatus.
- t. Employee shall be responsible for normal maintenance of the equipment as assigned.
- u. Employee shall maintain an inventory of the equipment on the apparatus indicating its age and condition, which will be presented to the Commissioner in charge on December 1st of each year, or as required.
- v. Employee shall report any equipment missing from apparatus or failing to be returned after a fire, to the Officer in charge and a report sent to the Board.
- w. Employee shall be careful to protect from waste or abuse, all Board property in Quarters or at fires.
- x. When answering alarms, apparatus will be operated in a safe manner, following Department S.O.P.'s.
- y. Employee shall make a report (in writing) to the Commissioner in charge on insurance forms, of all physical injury to himself within 48 hours.
- z. Employee shall advise all volunteer firefighters who are injured at firematic activities, to fill out insurance accident forms and assist them if requested.

- aa. Employee shall notify a member of the Board in a timely manner of all accidents involving Board vehicles by Board employees and a written report within 24 hours.
- ab. Employee shall carry with him on the apparatus, or other means of transportation while on duty, a clip board, paper and pencil.
- ac. Employee shall notify another station when out of service for any reason.
- ad. Employee shall be familiar with all streets in Fire District #2.
- ae. Employee shall pay particular attention to fire hazards and hazardous conditions within the Fire District and report same to the officer in charge and Fire Official.
- af. When notified by a Superior Officer, of any dereliction of duty, he shall immediately explain the facts to the Superior Officer.
- ag. Employee shall report, in writing, the circumstances regarding the loss of any equipment issued to him immediately to the Commissioner in charge.
- ah. Employee shall report to the Commissioner in charge, all disputes and problems with the general public, vendors, other firefighter or anyone else having to do with his position.
- ai. Employee shall not be permitted to solicit for, or suggest to any person receiving a fire inspection, any purveyor of fire equipment or fire equipment service.
- aj. Employee shall not be allowed to receive any present, gift or gratuity from any member of the public for any act, omission or forbearance in performance of his duty.
- ak. Employee shall not consume any intoxicant while on duty, and shall not report for duty while under the influence of any intoxicant.
- al. Employee shall not violate any criminal law or be guilty of immoral or improper conduct while on duty.

am. All communications relating to official business of the Board, shall be transmitted through official channels as follows:

- Through the Commissioner in charge of personnel or his designee
- Through the Fire Chief
- Through the Board

ao. Employee shall consider himself available for duty or recall at all times, when so ordered by the Chief under the approval of the Commissioner in charge of personnel.

#### I.4.2 Violation of Duty

Any infraction of any duty, responsibility, or obligation by any of the employees shall be considered to be misconduct and shall be cause for disciplinary action, as directed by the Board, including termination of employment.

#### I.4.3 Charges

All charges against an employee for violation of any provision of this contract shall be in writing and presented to the Board for such action as the Board deems appropriate.

#### I.4.4 Union Activity and Official Business

The Board shall permit the Association President or his designee time off to attend to official union business of the Association as per N.J.S.A.40A:14-177.

Contract Agreement negotiation without third party intervention shall be conducted at a place and time of mutual convenience to the parties.

II. Article II

II.1 Work Week

- a. The work week shall be forty-hour (40) a week between Monday and Friday.
- b. The work day shall be eight consecutive hours. Lunch must be taken on the premises. If fire alarm is sounded during lunch, the employee shall immediately respond to the alarm.
- c. The Board reserves the power to stagger any shift and to fix the beginning and ending time provided that no shift shall extend beyond 5:30 P.M. (Normal starting time is 7:30 A.M.)

The Board shall give an employee in writing no less than two (2) weeks notice prior to any change in working hours, except in the case of an emergency.

II.2 Wages

The following salary guide shall be in effect for the term commencing January 1, 1996 - December 31, 1998.

- 2 % increase effective January 1, 1996
- 2 % increase effective January 1, 1997
- 2 % increase effective January 1, 1998

II.3 Overtime

- a. Overtime shall be deemed to have commenced only after an employee has completed an eight hour work day. It will be deemed terminated when ordered ended by the officer in charge.
- b. Employees who are required to work overtime shall be permitted equal time plus one-half.
- c. overtime shall be calculated and shall accrue in thirty (30) minute intervals.



#### II.4 Seniority

- a. Seniority shall be established by the date of hiring.
- b. All reductions-in-force shall be accomplished in reverse order of seniority.

#### II.5 Longevity

- a. Longevity shall be granted after completion of five (5) years of service in accordance with the following:
  1. Beginning of the 11th year.
  2. Beginning of the 16th year.
- b. Longevity shall consist of an increase of 2 1/2% of the employee's annual wage.
- c. Upon the termination of employment of an employee, the Board shall not be obligated to pay any longevity not paid in regular payment of wages made to said employee as aforesaid.
- d. Applies only to current roster of employees as of 11/16/95.
- e. Longevity clause is eliminated in its entirety upon attainment of #II.5 a.2.

#### II.6 Rank

- a. Upon employment the employee will have an entry level rank of Firefighter with a starting salary of \$18,500. To advance to the next higher rank, an employee must have the appropriate time in grade, successfully complete all schools associated with the current rank and be approved by the Board. Rank levels are as follows:
  1. Firefighter (Entry Level) must complete the following requirements within one (1) years:
    - \* a. Attend the N.J. State Firefighter Course.
    - \* b. Attend HAZ-MAT Awareness Course.
    - \* c. Attend HAZ-MAT Operational Course.

2. To obtain the rank of Firefighter 3rd Class, the following requirements must be met:
  - a. Firefighter for two (2) year.
  - \*b. Satisfactory Completion of Fire Fighter II & III.
  - c. Attend Advanced Pump Operations Course.
  - d. Attend Advanced Truck Company Operators Course.
  - e. Satisfactory Completion of Emergency Vehicle Operations Course.
  - f. Attend Rope Rescue/Training School.
  
3. To obtain the rank of Firefighter 2nd Class, the following requirements must be met:
  - a. Firefighter 3rd Class for two (2) years.
  - b. Attend Officer Training Course.
  - \*c. Attend Hazardous Materials Technician Course.
  
4. To obtain the rank of Firefighter 1st Class, the following requirements must be met:
  - a. Firefighter 2nd Class for two (2) years
  - b. Attend Staff & Command School.
  - \*c. Attend HAZ-MAT Specialist Course.
  - \*d. Completion Of The State Bureau Of Fire Official/Inspector Course.
  - e. Optional: FIREFIGHTER - E.M.T. Satisfactory complete and certification as a New Jersey Licensed EMERGENCY MEDICAL TECH.
  
5. Working Foreman:

The Board reserves the right to create a position of Foreman and appoint from within the Paid ranks a person to fill this position based on their selection criteria. This position will have administrative and supervisory responsibility over all the Paid Firemen . This position will report to the Commissioner in charge of the Personnel. The duties and salary of the Foreman will be defined by the Board prior to the implementation of the position.

\* As per State mandate and availability.

- b. A promotional pay increase of 5% will be given to the employee at the time of advancing to the next higher rank.

- c. Proper training shall be provided on new equipment or procedures purchased by the Board or designated by the Chief to become Department S.O.P.'s.
- d. The Board will assume the responsibilities of paying all costs associated with required courses (i.e. course fees, course materials, transportation, lodging, etc.) and employee wages for courses attended after normal work hours.

The Board will also be responsible for obtaining quotas on required courses, enrollment of employee into approved courses and verification of successful completion of the course by the employee.

Required courses shall be courses relating to the Fire Service as deemed necessary by the Chief of the Department with approval from the Board.

- e. The Board will assume the responsibility of paying the tuition and course materials for those courses that will lead to a certificate or degree in firematics to those employees who wish to further their education after working hours. Reimbursement of tuition and course materials will only be paid for those courses successfully completed with a passing grade.
- f. The employee will be responsible for the successful completion of the approved courses.

#### II.7 Dues Deduction/Agency Representation Fees:

The Board shall deduct dues in accordance with that amount as indicated by the Association from each member each pay period and agency representation fees. Said fees will be paid via two (2) separate checks payable to the Association on pay day.

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall as a condition of employment pay a representation fee to the Association by automatic payroll deduction. The representation fee shall be in an amount equal to 85% of the regular Association membership dues, fees and assessments as certified to the Board by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the Association membership dues, fees and assessments. The Association's entitlement

to the representation fee shall continue beyond the termination date of this agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Association and the Board. The Association represents that it has established a demand and return system pursuant to statute.

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision. The Association shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation, the Board shall have no obligation to defend this provision, but shall cooperate with the Association in defending this provision.

### III. Article III

#### II.1 Vacation

a. Employees shall receive vacation with pay in each calendar year according to the following schedule:

1. First year, one (1) day for every two (2) months service.
2. All full-time employees shall be entitled to two (2) weeks after first year, three (3) weeks after five (5) years and four (4) weeks after ten (10) years.

- b. The employee's anniversary date shall be the date of his hiring by the Board. Vacation time entitled by an employee will be based on the employee's anniversary date.
- c. In scheduling five (5) or more consecutive vacation days, seniority shall prevail.
- d. All Vacation time must be used in the current year with the exception of a maximum of five (5) days with the approval of and subject to any special provisions as may be decided by the Board. Request for carry-over vacation must be submitted in writing to the Board by the December business meeting.
- e. Sickness and/or other disabilities which occur during vacation or scheduled vacation time, shall be taken as vacation time. Exceptional disabilities will be reviewed by the Board.
- f. Holidays occurring during vacation periods will not be counted as vacation days.
- g. If an employee is terminated for any reason he or his estate shall be paid for accrued vacation. The term estate shall mean the employee's designated beneficiary.
- h. The Board reserves the right to stagger vacation schedules so that adequate coverage is provided.
- i. The tentative vacation schedule for each employee must be submitted in writing to the commissioner in charge on or before May 1st of the current year.
- j. All requests for vacation commencing before May 1st must be submitted to the Commissioner in charge, two weeks in advance for approval. (Exception) Vacation days may be taken on same day notice with approval of Commissioner In Charge of Personnel. This is to be done on a limited basis to avoid abuse of privilege.

### III.2 Holidays

- a. There will be twelve (12) paid Holidays as follows:

New Year's Day  
Washington's Birthday  
Memorial Day  
Fourth of July  
Labor Day  
Good Friday  
Columbus Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas

Two (2) Floating Holidays

and

One (1) Personal Day

- b. An employee who is absent without leave on the day immediately preceding or following a holiday shall not be paid for the holiday nor for the day of unauthorized absence, and such unauthorized absence shall result in charges and possible disciplinary action including possible termination of employment.

- c. Holidays occurring during vacation periods will not be counted as vacation days.

### III.3 Bereavement Leave

- a. Bereavement leave shall be provided to each employee without deduction of pay for each occurrence of death in the employee's or the employee's spouse's immediate family.

IMMEDIATE FAMILY (3) DAYS

Father, Mother, Brother  
Sister, Spouse, Son,  
Daughter

(NON) IMMEDIATE FAMILY (1) DAY

Step-Father, Step-Mother  
Step-Brother, Step-Sister  
Grandfather, Grandmother

- b. Employees will be able to call in and take additional days and charge them against sick days as needed. If current annual sick leave is exhausted, then employees must draw from the "Bank".

#### IV. Article IV

##### IV.1 Sick Benefits

- a. Any employee who is absent for more than ten (10) consecutive working days due to injury or illness, shall be required, at the discretion of the Board, to undergo a physical examination to determine his fitness to return to duty or submit a doctor's certificate indicating that he is fit for duty.

##### IV.2 Hospitalization

- a. Employees shall be covered by The new revised "PBA plan" which will be administrated by Old Bridge Township on behalf of the Board.

##### IV.3 Sick Leave

- a. Sick leave is hereby defined to mean absence from duty of an employee because of illness, accident, exposure to contagious disease, attendance on a member of the employee's immediate family seriously ill and requiring the care of such employee.
- b. For the purpose of this agreement, member of the immediate family is interpreted as meaning the employee's wife, child, step child, mother, father, brother, sister, spouses mother, father, brother, or sister provided said person is living with the employee. In all other instances, such leave is and shall be at the sole discretion of the Board to grant or deny.
- c. Sick leave is earned by the employee at the rate of ten (10) days for each calendar year after the first year. Current bank of sick days can stay in place, but frozen at 1995 year and hourly rate per employee. Unused sick days per annum to be paid out at year end and at current hourly rate in place. Frozen "bank" days can be purchased at any time at the 95 Year End rate per employee.
- d. At termination of employment, the employee shall receive payment of the sick days not otherwise taken or used, subject to "separation" restrictions. Payment of banked days shall be based on the employee's "1995" year end rate. In the event of death, said payment shall be made to the designated beneficiary.

- e. one-half of one working day shall be the smallest unit to be considered in computing sick leave used.
- f. Sick leave cannot be allowed for such things as professional services that can be scheduled within the employee's nonworking time.
- g. No sick leave shall accrue during a leave of absence more than 15 days.

#### IV.4 Disability

##### IV.4.1 Work Connected Disability

Employees sustaining injury while on duty resulting in absence because of disability.

- a. For 5 days or less will receive full pay and not be charged any sick days.
- b. For more than 5 days:
  - 1. Salary paid commencing with the day of disability up to maximum of one (1) year.
  - 2. All insurance benefits in effect will be paid by the appropriate insurance carrier to the Board.
  - 3. No sick days charged.

To be eligible for benefits, the employee must provide a written statement from his treating physician indicating the estimate time of disability absence.

Before the employee will be allowed to return to work, he must submit a doctor's certificate indicating that he is fit for duty. The Board, in its discretion, may require the employee to submit to a physical examination. Any such examination will be at the Board's expense.

If the employee fails to report for duty, after being released by his doctor, the employee will be placed in a probationary status, without pay, and the Board shall review the matter to determine if employment will continue.



#### V.4.2 Non Work Connected Disability

Employees sustaining injury while not on duty resulting in absence because of disability.

- a. Commencing with the first day of absence, sick days will be charged.
- b. If all sick days have been used, the employee will be placed in a leave of absence status without pay.
- c. If the absence continues for ten (10) consecutive working days the employee must submit a doctor's certificate indicating that he is fit for duty.

#### V. Article V

##### V.1 Dismissal or Suspension

The following offenses may lead to dismissal or suspension at the option of the Board or demotion in rank with the equivalent base pay relative to the position. All offenses will be reviewed at an Administrative hearing.

1. Intoxication on duty.
2. Stealing Property of the Board.
3. Falsifying records.
4. Gambling on premises.
5. Failure to report the loss of Driver's License.
6. Absence from premises without authorization.
7. Disobeying direct orders from the Commissioner in charge of the employees.
8. Conviction of crime or moral turpitude.
9. Conduct detrimental to good order and discipline.

##### V.2 Separation

- a. Employees who resign will tender their resignation in writing to the Board, at least two (2) weeks before the effective date of the resignation to provide enough time for processing necessary forms.

b. All employees will, when leaving the service of the Board complete and sign the "Termination Receipt" when receiving their final compensation. This receipt will be filed in the employees Personal History File as evidence of the satisfaction of all claims against the Board. All gear, keys, property and documents of the Board shall be delivered to the Board before receipt of final compensation.

c. The discharge of an employee caused by sickness or disability, the employee shall be paid for unused and accumulated sick leave at the prevailing rate. The discharge of an employee for causes other than sickness or disability, there shall be no payment for unused sick leave. The Board may refuse to accept the resignation of any employee against whom any charges are pending or contemplated. With respect to any contemplated charges the same shall be made against the employee within thirty (30) days of any tendered resignation.

d. Any employee resigning and not giving at least two (2) weeks notice in writing before the effective date of resignation, shall be considered "Resigning not in good standing".

### V.3 Retirement Benefits

a. Employees who have completed the required number of years of service, and having attained the specific age, may apply for retirement as provided for by the State Law.

b. Mandatory retirement age shall be 70 years of age.

c. Employee requesting retirement must submit to the Board in writing a statement containing retirement intent and date on which retirement will be effective. The written request must be turned into the Board six (6) months before the effective date of retirement in order to provide enough time for processing the necessary forms.

d. upon receiving a written statement of retirement from an employee, the Board will process the request in behalf of the employee.

e. Upon retirement after age 62, the employee has the option of retaining Health Medical Insurance Benefits from a plan acquired by the Board. Premiums to be paid 50% by the Board and 50% by the employee.

VI. Article VI

VI.1 Uniforms

a. The Board shall allow an amount of \$700.00 annually to each employee for the maintenance and replacement of uniforms and clothing.

b. Station Uniform shall consist of the following:

- 1) Station Uniform to meet or exceed current N.F.P.A. standards.
- 2) All components of uniform to be Navy Blue in color.
- 3) Cheesequake Fire Department insignia displayed on the upper portion of the left sleeve.
- 4) American Flag patch to be displayed on the upper portion of the right sleeve.
- 5) Department badge displayed over the left breast pocket. Badge to be made of #177-5 chrome scramble with hard red enamel background and contain badge number of Firefighter.
- 6) Chrome name tag displayed over right breast pocket.
- 7) Quantities:

- |   |   |
|---|---|
| 5 | Short Sleeve Shirts                                   |
| 5 | Long Sleeve Shirts                                    |
| 5 | Pairs of Pants  |
| 2 | Pairs of Boots, 811 color black                       |
| 2 | Baseball Caps navy blue in color with C.F.D. insignia |
| 2 | Sets of Coveralls                                     |
| 5 | "T" Shirts  |

c. Uniforms shall be worn while on duty. Employees shall be responsible for maintaining their uniform in a clean and neat manner. Equipment provided by the Board shall be worn only during employment on behalf of the Board.

VI.2.1 Access to the Board of Fire Commissioners

Any employee covered by this agreement, shall have the right to consult with the Board concerning any aspect of his employment. A request to do so shall be presented in writing to the Commissioner in charge of personnel.

The request will contain a brief description of the matter which the employee desires to discuss. On receipt of the written report, the Board shall schedule a hearing at a mutually convenient time, within thirty (30) days.

VI.2.2 Grievances

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. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Board.

B. Definition

1. The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Association or the Board.

C. Steps of the Grievance Procedure

1. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One

1. An aggrieved employee shall discuss his grievance with the Commissioner in Charge of Personnel within five (5) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee, and the said Commissioner. Failure to act within said five (5) working days, shall be deemed to constitute an abandonment of the grievance on behalf of the individual.

2. The Commissioner shall attempt to settle the grievance or render a decision within five (5) working days after the grievance has been raised.

Step Two

1. In the event the grievance has not been satisfactorily resolved at Step One, then within five (5) working days following the determination of the Commissioner in Charge of Personnel, the matter shall be submitted to the Board.

D. Board Grievance

1. Grievances initiated by the Board shall be filed directly with the Association within ten (10) working days after the event giving rise to the grievance has occurred. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance on the part of the Board. A meeting shall be held within twenty (20) working days after filing a grievance between representatives of the Board and the Association in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made within ten (10) working days thereafter, it shall be a subject for Arbitration in accordance with that Article.

### VI.2.3 Arbitration

- A. If a grievance is not settled, such grievance shall at the request of the Association or Board be referred to the public Employment Relations Commission for the selection of an Arbitrator according to its rules.
- B. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall also be bound by applicable Federal and State Laws and cases, and he shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
- C. Arbitrator expenses shall be borne equally between the Board and the Association. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
- D. The Arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) calendar days after conclusion of the arbitration hearing, unless agreed to otherwise by the parties. The award of the Arbitrator shall be final and binding on the parties.

### VI.3 Limitations

The provision of this Agreement are limited to and apply only to full time firefighters No other employee, whether full time or part time, is granted any rights of whatsoever nature under the provisions of this agreement.

### VI.4 Miscellaneous

- a. Each employee shall be required to undergo a physical examination every two (2) years at the expense of the Board and a copy of the physical report to be filed in the employee's Personal History File to be kept by the Board's physician, maintaining doctor-patient confidentiality. The Board will receive a doctor's report stating the employee is or is not fit for duty. If the employee is found incapable of performing his duties, a second physical examination shall be obtained from another physician. The Board shall review both doctor's reports and take any action they deem necessary. The employee, at his request, may receive a copy of the physical report at no cost to him.

- b. The Board reserves the right to hire qualified temporary employees to do such work normally performed by permanent employees.

Qualifications are the successful completion of the following courses:

- \* 1. New Jersey Firefighters Course.
- \* 2. HAZ-MAT Awareness Course.
- \* 3. HAZ-MAT Operational Course.
  
- \* - As per State mandate and availability.

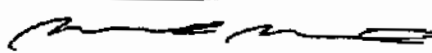

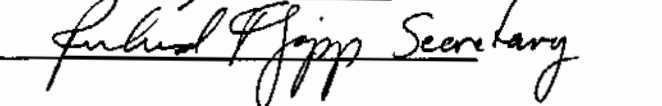
- c. Employees shall be permitted to attend court, investigations, take medical examinations, without loss of pay as directed by the Board or court of law.
- d. Employee requesting a Personal Leave of Absence must submit in writing to the Board, at least three (3) weeks before the effective date of leave, a statement containing the purpose of request, effective date and termination date.

On review by the Board, a Personal Leave of Absence may be granted on the terms and conditions set by the Board. If a Personal Leave of Absence is granted, the following will be suspended during the period of the leave of absence.

1. Salary
2. Accrual of vacation
3. Accrual of sick leave
4. Accrual of seniority time

**VI.5 Effects and Terms of Agreement**

This agreement is effective between January 1, 1996 and December 31, 1998.

<u>Employees IAFF-L-3311</u>  President L-3311 <u>Paul Hanson Sec. Treas.</u> <hr/> <hr/> <hr/> <hr/>	<u>Commissioners</u>  President  Secretary <hr/> <hr/> <hr/> <hr/>
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