

Contract no. 814

Original
7/18/91

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BOARD OF FIRE COMMISSIONERS

DISTRICT NO. 1, WASHINGTON TOWNSHIP

MERCER COUNTY, NEW JERSEY

AND

WASHINGTON TOWNSHIP PROFESSIONAL

FIREFIGHTERS ASSOCIATION

JANUARY 1, 1991 - DECEMBER 31, 1992

ARTICLE I. Duration of Agreement.

The Commissioners and the Professional Firefighters Association of Washington Township Fire District #1 agree the duration of this Agreement shall be for the period of two years commencing January 1, 1991 and ending December 31, 1992. This agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration set forth herein until the parties have agreed mutually upon a new Agreement.

ARTICLE II. Discrimination.

The Commissioners and Professional Firefighters Association of Washington Township Fire District #1 recognize that there shall be no unlawful discrimination by reason of sex, age, handicap, creed, race, origin and residency as far as employment and promotions are concerned or as far as any application for or condition of employment. The Commissioners further agree that they will not interfere with nor discriminate against any employee representing the Employees within the appropriate bargaining unit.

ARTICLE III. Sick Time.

Section 1. Each Employee will receive a total of ten (10) days sick leave per year, three (3) of which may be used as personal business days.

Section 2. An Employee may take sick time for any of the following reasons:

- a. Personal illness or physical incapacity.
- b. Attendance to members of the immediate family (defined as spouse or child) whose illness requires the care of such Employee.

Section 3. Employees are subject to disciplinary action by the Commissioners for the willful, malicious and negligent use of sick leave by the employee.

Section 4. Sick time shall be cumulative and each employee shall be paid for one-half of their accumulated sick time upon retirement in the Washington Township Fire District No. 1. Payment for accumulated sick leave shall be calculated by dividing the highest base salary attained by that employee at the time of termination of employment (including longevity excluding overtime) by fifty two (52). Said calculation will arrive at a weekly rate, which shall then be divided by forty (40). Said calculation will arrive at an hourly rate, which shall then be multiplied times fifty percent (50%) of accumulated sick time, thus arriving at the amount of the lump sum payable to the employee. Such payment shall not exceed a total of \$10,000. Each employee's sick time accrued prior to this Agreement shall be mutually agreed upon by both parties and shall be included in addition to sick time provided for by this Agreement.

ARTICLE IV. Bereavement.

Any Employee suffering bereavement by reason of death in his or her family, including spouses, children, parents, grandparents, brothers, sisters and parents-in-law shall receive up to four working days from the day of death to the day after the funeral for the purpose of attending the funeral or arranging for personal affairs.

ARTICLE V. Working Hours.

Effective July 1, 1991, Employees shall work forty (40) regular hours each week in accordance with the schedule set by employer, provided the total number of hours remain the same or less Commissioners may change shift times on thirty (30) days notice.

Section 1. The Employees shall attend the total of one (1) drills per month with salary at straight time.

Section 2. An Employee who is recalled to work shall receive a minimum of three (3) hours overtime time, computed at time and one-half of the Employee's pay, to be taken in the form of compensatory time off.

Section 3. Any overtime worked as defined by the Fair Labor Standards Act shall be paid at time and one-half of the Employee's pay.

ARTICLE VI. Uniforms.

The Commissioners shall supply each Employee with five (5) sets of work station uniforms upon initial hiring and then replace items as required due to ordinary wear and tear. Uniforms include five (5) short sleeve shirts, five (5) long sleeve shirts, five (5) pairs of pants, one (1) pair of coveralls, one (1) jacket, T-shirts, patches, one (1) badge, one (1) set collar pins, one (1) nametag and one (1) pair of firematic shoes; also, one (1) full set of structural firefighting gear.

Section 1. All Employee clothing will be of fire resistant fabric.

Section 2. Work type coveralls will be worn when working around the station and apparatus which would excessively soil uniforms.

Section 3. If at any time the Commissioners make a uniform change, the cost of requiring each employee to change uniform shall be the responsibility of the Commissioners.

Section 4. Employees who through carelessness or neglect, lose or damage uniform items will be subject to discipline and payment of replacement costs.

ARTICLE VII. Health Benefits and Hospitalization.

Section 1. The Commissioners shall provide to all Employees hospitalization and sickness insurance under the New Jersey State Health Benefit Program; Employees may purchase family coverage through payroll deductions.

Section 2. Combination Optical, Dental and Prescription Coverage:

The Commissioners shall reimburse each employee for his and his family's expenses for eyeglasses and examinations, dental work and prescription drugs, up to five hundred (\$500) dollars annually, upon presentation of receipts to the Commissioners.

ARTICLE VIII. Pension.

The Commissioners will provide all career personnel with pension benefits under the New Jersey State Public Employee Retirement System; or, when legally possible, New Jersey Police and Fire Retirement System.

ARTICLE IX. Vacation.

Yearly vacations will be as follows:

- a. After 6 months to 2 years 5 days
- b. After 2 years 10 days

ARTICLE X. Holidays.

The Commissioners agree to allow each Employee eight (8) holidays with pay during the calendar year of 1991 and 1992. The days are as follows:

- a. New Year's Day (observed)
- b. Martin Luther King Day (observed)
- c. Good Friday (observed)
- d. Memorial Day (observed)
- e. Independence Day (observed)

- f. Labor Day (observed)
- g. Thanksgiving Day (observed)
- h. Christmas Day (observed)

ARTICLE XI. Leave Without Pay.

The Commissioners, upon request of an Employee and after reasonable written notice, may grant a six (6) month leave of absence without pay. Said leave may only be granted by the Board of Commissioners when the Commissioners receive a written request signed by the Employee and endorsed by his immediate supervisor, and the decision shall be totally within the discretion of the Commissioners.

ARTICLE XII. Salaries.

The Employees within the Fire District of Washington shall be paid in accordance with the following salary schedule:

Firefighter/Driver	1991	1992
	\$21,017.00	Contract to be reopened to settle salary only
Fire Official/Driver/Firefighter	1991	1992
	\$24,155.00	Contract to be reopened to settle salary only

ARTICLE XIII. Grievance Procedures.

A grievance is defined as any dispute, controversy or issue involving the interpretation, application or violation of any provision of this Agreement or regarding employment or the application of any rules, regulations, ordinances and or statute which actually affects working conditions.

A grievant is defined as any individual or entity which has been, is being or may be affected by any issue or controversy or dispute or application as indicated in the definition of a grievance.

Any and all disciplinary proceedings shall be carried out pursuant to State of New Jersey Civil Service statutes and regulations and the procedural rights of employees in disciplinary proceedings shall be determined by said statutes and regulations.

Grievance, disputes shall be resolved in the following manner:

- a. It shall be specific to the nature.
- b. It shall contain a synopsis of the facts giving rise to the dispute or controversy or issue.
- c. It shall specify the section of the Agreement, Rule, Regulation or Statute which has been allegedly violated.
- d. It shall state the relief requested.
- e. It shall contain the date of alleged dispute.
- f. It shall be signed by the grievant.

Section 1. Step 1. Within twenty (20) calendar days after its occurrence, or within twenty (20) calendar days after he or she knew or should have known of its existence, the aggrieved Employee's grievance shall be discussed verbally and if resolved, no further action shall be taken. If not resolved on a informal

discussion basis within three (3) working days, the grievance shall be reduced to writing within seven (7) calendar days, signed by the aggrieved and submitted to the Commissioner in charge of personnel. In no event shall a grievance be initiated more than thirty (30) calendar days after its occurrence or more than thirty (30) days after the grievant first knew or should have known of its existence. The Commissioner in charge of personnel shall investigate the grievance and provide a written answer to the grievant within fourteen (14) calendar days of the date of submission. The time limit in preparing a written grievance or written response may be waived by mutual agreement.

Step 2. In the event the grievance is not resolved at step one or if no written response is received by the grievant, then the grievance shall be submitted in writing, by the grievant, to the Board of Fire Commissioners. The Commissioners shall submit their written answer, to the grievant, within thirty (30) calendar days. This time limited may be waived by mutual agreement.

Step 3. In the event the grievance shall not be resolved at step 2, the grievant may seek relief by arbitration.

Section 2. Arbitration requests shall be directed to the Public Employee Relations Commission subject to the rules then existing of such agency. The request shall specify the

particulars of the grievance and the Agreement provisions allegedly violated. The selection of an arbitrator shall be made pursuant to the rules then existing of the Public Employee Relations Commission. A prompt and speedy hearing shall be conducted between the parties. The decision of the arbitrator shall be final and served upon the Commissioners and Employee's within twenty (20) working days of the ruling.

Section 3. The costs of arbitration shall be spread equally between both parties.

ARTICLE XIV. Employee Representation.

The Commissioners shall recognize WTPFA for the Employee's of the Fire District as their representative in all matters legal or otherwise.

ARTICLE XV. Training and Education.

It is understood and agreed by the Commissioners, that when prior approval is given, time off shall be provided to Employee's who wish to attend approved fire training school's, courses, and/or seminars. It is further understood by the Commissioners and the Employee's that said approval will not be unreasonably denied.

ARTICLE XVI. Miscellaneous Provisions.

Section 1. The Commissioners shall maintain Worker's Compensation Insurance for Employee's .

Section 2. Each Employee will serve a six (6) month probationary period.

Section 3. Each Employee will submit to an annual physical. Said physical will be paid for by the Commissioners through the employee's health plan if covered.

ATTEST:

Charles W. Brown
Secretary

FIRE COMMISSIONERS

BY: James J. Martin
President

ATTEST:

Andrew S. Fife


PROFESSIONAL FIREFIGHTERS

BY: Carl H. [unclear]

**Addendum to Contract
Between
Fire District No. 1, Washington Township
Mercer County, New Jersey
And
Washington Township Fire Fighters Association**

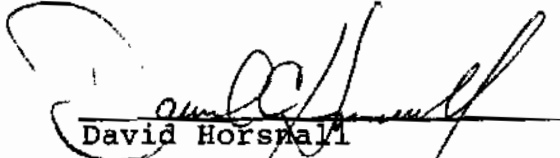
The contract between the parties, which expires December 31, 1992, is amended to provide that the salaries paid for the two positions shall be increased by a total of six percent (6%) inclusive of any and all increment over and above the base salaries that were paid during the calendar year 1991. In all other respects the terms of the contract remain in full and force and effect.

FOR THE COMMISSIONERS



Al Walker

FOR THE ASSOCIATION



David Horsfall