

Contract no 908

A G R E E M E N T

BETWEEN

BOARD OF FIRE COMMISSIONERS, DISTRICT 2
MONROE TOWNSHIP

and

LOCAL 3170, IAFF

JANUARY 1, 1991 through DECEMBER 31, 1993

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PREAMBLE

A. This agreement entered into this _____ day of 1992, by and between Board of Fire Commissioners Monroe Township District 2 in the County of Middlesex, hereinafter called the "Employer", and Local 3170 duly appointed representative hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Employer and the Union.

B. The Township of Monroe Fire District No. 2, its Commissioners and their duly authorized agents and representatives, recognize the Monroe Township Uniformed Fire Fighters Union, I.A.F.F. Local 3170 A.F.L.-C.I.O., C.L.C. as the sole and exclusive bargaining agent, representing all full time uniformed firefighters regarding terms and conditions of employment as per Docket No. RO-91-115.

ARTICLE II

MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon by the laws and constitution of the State of New Jersey and of the United States, including, but without limiting:

1. The executive management and administrative control of the Fire Department and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct, to use improved methods and equipment, qualifications for employment and promotions, to determine work schedules and shifts, as well as duties (i.e., job descriptions), to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity 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 purpose of maintaining order, safety and/or the effective operation of the Department after advance notice of twenty days thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees.

5. To set rates of pay for temporary or seasonal employees.

6. To suspend, demote or take any other appropriate disciplinary actions against any employee for good and just cause according to law.

7. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Commissioners, the adoption of policies, rules, regulations, and practices in the furtherance therewith, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under R.S. 40A:1-1 et. seq. or any national or, state, law of regulations.

D. The parties recognize that the exercise of managerial rights is a responsibility of the Commissioners on behalf of the taxpayers and that the Commissioners cannot bargain away or eliminate any of its managerial rights. No grievance may proceed

beyond Step One herein unless it constitutes a controversy arising over the application or alleged violation of negotiable terms and conditions of employment.

ARTICLE III

MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performances of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Employer. The Union agrees that such action would constitute a material breach of the Agreement.

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activity by any Union member shall entitle the Employer approval to invoke disciplinary action up to and including discharge.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Employer and that the Union will order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such

other steps as may be necessary under the circumstances to bring about compliance with the Union order.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of the Union by its members.

ARTICLE IV

TERMINATION OF EMPLOYMENT

A. Dismissal or Suspension.

1. The following offenses shall lead to dismissal or suspension at the option of the Board or demotion to the rank of entry level Fireman with the equivalent pay relative to an entry level Fireman position. (List is not all inclusive).

- a. Intoxication on duty.
- b. Stealing Property of the Board.
- c. Falsifying records.
- d. Gambling on premises.
- e. Loss of Driver's license.
- f. Absence from premises without authorization.
- g. Disobeying direct orders from the Commissioner in charge of the employees.
- h. Conviction of crime or moral turpitude.
- i. Conduct detrimental to good order and discipline.

B. Separation.

1. 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.
2. All employees will, when leaving the service of the Board, complete and sign the "Termination Receipt" when receiving their final compensation. The 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.

3. 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" and shall forfeit any earned compensatory time-off.
4. 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.

C. Retirement Benefits.

1. Employees who have completed the required number of years of service, and having attained specific age, may apply for retirement as provided for by the State Law.
2. Mandatory retirement age shall be 60 years of age.

3. 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.
4. Upon receiving a written statement of retirement from an employee, the Board will process the request in behalf of the employee.
5. At the request of the employee and with District consent, an employee may be allowed to waive the three (3) month rule and/or withdraw notification of intent to retire. Each case will be decided in its own merit. No decision shall establish any precedent for future action.
6. This benefit shall be payable to the employee's designated survivors or estate in event of employee's death.

ARTICLE V

SALARIES/LONGEVITY

A. Salaries

1. 1/1/91 - 4%
2. 1/1/92 - 4.5%
3. 1/1/93 - 4.75%

All the various fire fighters were specified in the collective bargaining agreement as well as the rank requirement specified in the 1988 to the 1990.

Lieutenant		\$29,893.00
Firefighter	1st Class	23,914.60
Firefighter	2nd Class	22,050.00
Firefighter	3rd Class	21,000.00

B. Rank

1. Firefighter 3rd Class:
 - a. Firefighter for one (1) year
 - b. Attend NFPA Firefighter I.
 - c. Attend Advianced Pump Operations Course
2. Firefighter 2nd Class:
 - a. Firefighter 3rd Class for two (2) years.
 - b. Attend Sixteen (16) hours Hazardous Materials Course.
 - c. Attend Officer Training Course.
 - d. Attend Advanced Truck Company Operator's Course

3. Firefighter 1st Class:

- a. Firefighter 2nd Class for two (2) years.
 - b. Attend Staff & Command School.
 - c. C.P.R. Certificate.
 - d. Attend Fire Inspectors Course.
- A. A promotional pay increase of 5% will be given to the employee at the time of advancing to the next higher rank.
- B. The Board will assume the responsibilities of paying all costs for course fees, lodging as required for courses attended after normal work hours.
- C. The Board will also be responsible for obtaining quotes on approved courses, enrollment of employees into approved courses and verification of successful completion of the course by the employee.
- D. The employee will be responsible for the successful completion of the approved courses.

B. Longevity

Effective 1/1/93 the longevity program shall be implemented as follows:

Completion of 5 yrs	- 1%
Completion of 10 yrs	- 2%
Completion of 15 yrs	- 3%
Completion of 20 yrs	- 4%

ARTICLE VI

OVERTIME

A. Overtime shall be paid for all work performed in excess of eight (8) hour work tour at the rate of one and one-half (1-1/2) times the computed hourly rate. It will be deemed terminated when ordered ended by officer in charge. Hours of work shall be as defined under FLSA. Full time employees shall not be paid overtime until said employee shall have worked the hours specified above. The work day shall be defined as day in which the greatest number of hours are worked. Employees who are to work overtime shall be permitted equal time off.

B. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the on scene immediate supervisor. The reasons for the granting of overtime shall be noted on the time report and certified by the Commissioners. Overtime shall be calculated and shall accrue in thirty (30) minute intervals.

C. Working hours and daily schedules of employees will be arranged to fit the needs of the District. There is no guarantee of overtime hours. Employees will be required to work overtime and during non-scheduled periods when the necessities of the Board demands such work. In administering the requirement to work overtime, the Commissioners will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned.

D. The Commissioners reserve the right to assign extra duty based upon reverse seniority. The District shall establish a system whereby available overtime is made on a rotating basis to all unit members.

E. Lunch must be taken on the premises or within the Fire District as long as all firefighters on duty are together and with the first run engine out. If fire alarm is sounded during lunch, the employee shall immediately respond to the alarm.

ARTICLE VII

VACATIONS

A. Employees shall receive vacation 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 eight (8) years, and four (4) weeks after fifteen (15) 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 vacation time, seniority shall prevail.

D. All vacation time must be used in the current year, and cannot be accumulated without the approval of and subject to any special provisions as may be decided by the Board.

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 or expires 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.

ARTICLE VIII

SICK LEAVE

A. Definition - Sick leave shall mean paid leave that shall be granted to an employee who:

1. Through sickness or injury becomes incapacitated to a degree that makes it impossible for the employee to perform the duties of the employee's position;

2. Is quarantined by a physician because the employee has been exposed to a contagious disease;

3. Has need to visit a medical professional during municipal business hours;

B. Amount of Leave - Each employee who is eligible for sick leave shall receive twelve (12) days per annum accumulating at the rate of one (1) day per month.

C. Reporting

1. If an employee is absent from work for reasons that entitle him/her to sick leave, the Board or its designated representatives shall be notified as early as possible, but no later than one (1) hour prior to the start of shift.

2. The employee reporting sick leave shall notify the supervisor.

- a) Nature of the illness
- b) The telephone number where the employee may be contacted during sick leave

- c) The expected duration of sick leave, if known.

3. The supervisor shall record this information on the appropriate sick leave form.

4. Failure to notify the Commissioner or his/her designated representative may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. An employee who is absent two (2) consecutive days or more and does not notify the Commissioner or designee any of the first two (2) days shall be subject to dismissal.

D. General - During protracted periods of illness or disability of an employee, the Commissioner may require interim reports on the condition of the patient at biweekly periods from the attending physician and/or a Commission medical physician. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

1. No employee shall be allowed to work and endanger the health and well-being of other employees and if the employee's condition warrants the employee may be directed to the Commission physician for an opinion as to fitness for duty.

2. Sick leave with pay shall not be allowed under the following conditions:

- a. When the employee, under medical care, fails to carry out the orders of the attending physician.

b. When, in the opinion of the Commission medical physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty.

d. When the employee does not report to the Commission physician, as directed. Appointment to be made at reasonable time.

3. The recommendation of the Commission medical physician as well as those of the attending physician as to the justification for the absence from duty on account of disability of illness or of the fitness of the employee to return to duty shall be considered by the Commissioner. The Commissioner reserves the right in such cases where there is a difference of professional opinion between the Commission physician and the personal physician, to require the employee to submit to an examination by a third doctor to be selected from a list of portions from Middlesex County Medical Society.

4. In charging an employee with sick leave, the smallest unit to be considered is one-half (1/2) of a working day.

5. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical

or dental services during the work day. This specifically excludes medical emergencies.

6. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

7. Any employee who calls in sick for the purpose of engaging in outside employment or who engages in outside employment while on sick leave without the permission of the Commissioners shall be subject to immediate disciplinary action up to and including discharge.

8. In the event that an employee is eligible to receive state or federal disability payments, including Social Security, sick leave will be reduced to a rate such that the combination of sick leave and disability payments will equal the employee's normal compensation until sick leave is exhausted. As a prerequisite to receiving any benefits under this Article, an employee will be required to apply for state or federal disability benefits, including Social Security, and to furnish proof of such application to the Board along with proof of receipt or denial of such benefits.

E. Sick Leave Confinement Restriction - If an employee is absent for reasons that entitle the employee to sick leave, or the employee is on a workers compensation leave because of an injury sustained during his/her employment, he/she shall remain at his/her place of confinement during the period in which he/she is scheduled for work on the day(s) in question. Should the employee leave his place of confinement, he shall notify the

employer of the same leaving telephone number where he can be contacted.

1. The supervisor may visit the employee who is on sick or workers compensation leave at his/her residence or place of confinement. Such visits shall be recorded on the sick leave form.

2. The Supervisor may telephone the employee who has reported off on sick leave or is on workers compensation leave at his/her place of confinement during the scheduled work day(s).

F. Leave of Absence as a Result of Injury in the Line of Duty. When an employee covered under sick leave policy is injured in the line of duty, the Board shall provide the employee with up to one year's leave of absence with take-home pay equal to that which would be provided to the employee if the employee continued working at regular pay without overtime, holiday or other pay. When such action is taken, the employee shall not be charged any sick leave for time lost due to such particular injury.

G. Terminal Leave. Unused sick leave, accumulated at the rate of one (1) day per calendar month of service, and carried over from year to year up to a maximum of two hundred seventy (270) days, shall be payable to the employee at retirement in a dollar amount not to exceed one half (1/2) of its total net worth in salary.

ARTICLE IX

FUNERAL LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death or the the day of the funeral, but in no event shall said leave exceed five (5) calendar days.

B. The "immediate family" shall include only spouse, child, father, mother, step father, step mother, grandparent, brother, sister, father-in-law, or mother-in-law, grandchild, son-in-law, daughter-in-law, step brother, step sister.

C. Reasonable verification of the event may be required by the Commissioner.

D. Such bereavement leave is not in addition to any holiday, day off, vacation leave or compensatory time off falling within the time of the bereavement.

E. An employee may make a request of the Commissioner or his designated representative for time off to attend a funeral separate and distinct from bereavement leave, which approval shall not be unreasonably withheld.

ARTICLE X

INSURANCE

A. The Employer has the right to change insurance carriers or institute a self-insurance program so long as substantially similar level of benefits are provided.

B. Retirees have the option of continuing insurance coverage by paying the Board the amount of the premium required to continue coverage. It is understood the Board will provide this benefit contingent upon the insurance carrier permitting same.

ARTICLE XI

HOLIDAYS

A. The Board hereby designates the following holidays:

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Friday Following Thanksgiving

Christmas Day

Employee's Birthday (effective 1993)

B. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

C. Should an official holiday occur while an employee is on sick or vacation leave the employee shall not have that holiday charged against sick or vacation leave.

D. Any employee who is on paid or unpaid leave of absence excluding Worker's Compensation shall not be eligible for paid holidays which fall during the employee's leave of absence.

E. 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.

ARTICLE XII

WORK-INCURRED INJURY

A. Work Connected Disability

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

- A. No salary paid commencing with the day of disability.
- B. All insurance benefits in effect will be paid by the appropriate insurance carrier.
- C. No sick days charged.

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

3. 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.

4. If the employee fails to report for duty, after being released by his doctor, he will be charged sick days until he returns to duty or all accumulated sick days have been charged. Thereafter, the employee will be placed in a probationary status, without pay, and the Board shall review the matter to determine if employment will continue.

5. Employees shall be entitled to up to 1 year injury leave if workmen's compensation so deems such absence to be work

related. The employer shall make up the difference between workmen compensation and employee's regular pay check. After one year the employee must either return to work, request unpaid leave, or retire.

B. Non Work Connected Disability

1. 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.

ARTICLE XIII

MILITARY LEAVE

A. Any full-time employee who is a member of the National Guard, naval militia, Air National Guard or a Reserve component of any of the armed forces of the United States and is required to engage in field training shall be granted a military leave of absence with pay and benefits for the period of such training as is authorized by law. This paid leave of absence shall be in addition to his/her vacation.

B. When an employee not on probation has been called to active duty or inducted into the military or naval forces of the United States, he/she shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all employee benefits shall cease. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he/she reports for duty with the Employer within sixty (60) days following his/her honorable discharge from the military service and provided he/she has not voluntarily extended the length of his/her military service.

C. If the military service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be

allowed up to three (3) months following his/her recovery so long as the recovery occurs within two (2) years from the date of discharge.

ARTICLE XIV

10. 10001

LEAVE OF ABSENCE WITHOUT PAY

A. Any employee may request a leave of absence without pay, not to exceed three (3) months with thirty (30) day extension thereafter, not to exceed a total aggregate of six (6) months by submitting in writing all facts bearing on the request to his/her supervisor, who will append his recommendations and forward request to Employer. The Employer will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for extension of time shall be at the discretion of the Employer. Such leave of absence shall not be deemed to be part of the term of employment. Holidays occurring within the period of an excused absence or leave of absence are part of the absence if the employee is not available for work. Such decision shall be non-grievable.

ARTICLE XV

DISCRIMINATION AND COERCION

A. The Employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, national origin or political affiliation.

B. The Employer and the Union agree that all employees covered under the 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 Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE XVI

PROBATIONARY PERIOD

A. All employees promoted during the term of this Agreement shall serve a probationary period of one (1) year from the date of hire. During this probationary period, the Employer reserves the right to discharge a probationary employee for any reason. An employee if discharged shall not have recourse through the grievance procedure set forth in this Agreement. The probationary period may be extended at the discretion of the Commissioner for a period of forty-five (45) days.

ARTICLE XVII

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 to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVIII

MISCELLANEOUS

A. Uniforms

1. The Board shall allow an amount of \$350.00 annually the first pay period in December to each employee for the purchase and maintenance of uniforms and clothing (i.e. shoes). During the first year of employment employees shall receive no allowance.

2. The employee shall purchase uniforms, blue in color, and display the Applegarth Fire Department insignia on the upper portion of the left sleeve.

3. 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.

4. Clothing damaged or contaminated beyond reasonable and safe use during the course of duty shall be replaced by District in a reasonable and timely fashion.

5. Clothing shall be in compliance with N.F.P.A. Standards.

B. 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.

C. Limitations

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

D. Physicals

Each employee shall be required to undergo a physical examination every two (2) years at the Board's expense and a copy of the physical report to be filed in the employee's Personal History File. 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 examinations and take any action they claim necessary.

E. Temporary Employees

1. In the absence of permanent employees, the Board reserves the right to hire temporary employees to do such work normally performed by permanent employees. Compensation will be on a contract basis at a rate of \$10.00 per hour.

2. Temporary employees must first be approved by the Board, undergo a physical and must meet the firefighter 3rd class requirements.

F. Miscellaneous Leaves

1. Employees shall be permitted to attend court, investigations, and take medical examinations without loss of pay as directed by the Board or court of law.

2. 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.

3. The designated IAFF representative shall be entitled to leave pursuant to statute.

ARTICLE XIX

OUTSIDE EMPLOYMENT

1. Employees will not be permitted to engage in outside employment which conflicts with their responsibility to the District. Employees will be permitted to engage in outside employment if it does not constitute a conflict of interest and is work that would not be performed during the employee's normal tours of duty with the District. However, the employee recognizes that his/her primary employment responsibility is to the Board and will therefore be available, immediately following tours of duty, upon reasonable notice by the Board, if he/she is called back to perform service on an emergency basis at hours other than during his/her normal tours of duty. Employees will advise the Board of the location, nature, and times of such outside employment, which is conducted on a continuing basis, so that the Commissioner may recall them back to work in the event of an emergency.

ARTICLE XX

PERSONAL DAYS

1. Employees covered under this Agreement shall be allotted three (3) days of personal business leave with the approval of the Commissioner or his designee. Such leave shall be noncumulative.

ARTICLE XXI

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the term and conditions of employment under this Agreement.

B. 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 Department. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article.

C. With regard to employee, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of this Agreement. With regard to the Employer, the term "grievance" as used herein means a complaint or controversy of the negotiable terms and conditions of this Agreement.

D. 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: The Union shall institute written action under the provision hereof within five (5) work days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved

employee and the Chairman of Fire Commissioners for the purpose of resolving the matter informally. The written grievance at this Step shall contain the relevant facts and a summary of any preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The Chairman of Fire Commissioners or his designated representative will answer the grievance in writing within five (5) work days of receipt of the written grievance. Failure to act in writing within said five (5) work days shall be deemed to constitute an abandonment of the grievance.

Step Two: If the Union wishes to appeal the decision of the Chairman of Fire Commissioners, such appeal shall be presented in writing to the Board of Fire Commissioners within five (5) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Board of Fire Commissioners shall respond, in writing to the grievance within thirty (30) calendar days of the submission.

Step Three: Within ten (10) days, exclusive of designated holidays and Saturdays and Sundays of the Commissioner's decision, the Union may apply to

the Public Employment Relations Commission (PERC) for binding arbitration. Alleged violations of this Agreement may be submitted to arbitration. The selection of an Arbitrator and the arbitration shall be in accordance with the rules and procedures of PERC. Simultaneously, with application to PERC, the Union will send notice to the employer of its arbitration petition.

- a. The decision of the Arbitrator shall be in writing and shall include the reasons for such decision.
- b. The decision of the Arbitrator shall be binding upon the employer and the Union and the employee.
- c. The parties may direct the Arbitrator to decide, as a preliminary questions, whether he has jurisdiction to hear and decide the matter in dispute.
- d. The costs for the services of the arbitrator shall be borne by the party losing the appeal. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring same.
- e. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have

the authority to add to, modify, detract from any way the provisions of this Agreement of any amendment or supplement thereof.

f. Only one (1) grievance at a time may be submitted to a single arbitrator absent mutual consent.

E. Upon prior notice and authorization of the Chairman of Fire Commissioners, the designated Union Representative shall be permitted a member of the Grievance Committee to confer with employees and the Employer on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided, the conduct of said business does not diminish the effectiveness of the Employer or require the recall of off-duty employees.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding the grievance at any step in the grievance procedure.

ARTICLE XXII

UNION DUES DEDUCTION

A. The Fire District shall deduct Union dues in accordance with state statutes, in the amount as directed by the Union and agreed to via written release from the individual bi-weekly salary covering fifty-two (52) pay periods.

B. A check in the total amount as deducted, shall be issued payable to I.A.F.F. Local 3170 and presented to the authorized Union official on pay day.

C. The Union may revise from time to time, its dues structure and such will be adjusted by the employer, after receipt of written communication, signed by two (2) officers of the Local Union.

D. The Union's entitlement to regular union dues and representation fees shall continue beyond termination of this Agreement, so long as the Union maintains its status of "exclusive bargaining agent" and providing that no modification is made to this provision via a successor agreement.

E. The Union agrees to indemnify and save harmless the District in connection with any action the District may take on behalf of the Union under this provision. This shall include reasonable legal fees and losses due to expenses incurred.

ARTICLE XXIII

FULLY-BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be compelled to re-negotiate any portion of the contract unless such constitutes a change in the terms and conditions of employment now existent prior to execution of the Agreement.

ARTICLE XXIV

DURATION

A. This Agreement shall be in full force and effect as of January 1, 1991, and remain in effect to and including December 31, 1993 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than one hundred twenty (120) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Monroe, New Jersey on this _____ day of 1992.

LOCAL 3170

DISTRICT 2

BY:





