

RESOLUTION

WHEREAS, in January of 2010, negotiations between the Township of West Windsor and the West Windsor Professional Firefighters Association (“IAFF”) Local 3610 were initiated; and

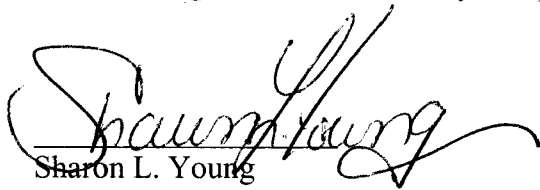
WHEREAS, the collective bargaining negotiations process has recently been completed with the approval of a contract for the period from January 1, 2010 through December 31, 2012; and

WHEREAS, the negotiation teams of both the Township of West Windsor and the West Windsor Professional Firefighters Association (“IAFF”) Local 3610 recommend to the Mayor and Township Council that the agreement attached hereto reflects accurately all of the matters bargained and is in the best interest of both the employees in the bargaining unit and the Township;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Windsor that the Mayor and Township Clerk are hereby authorized and directed to execute an agreement with the West Windsor Professional Firefighters Association (“IAFF”) Local 3610, substantially in the form attached hereto.

Adopted: April 16, 2012

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on the 16th day of April 2012.



Sharon L. Young
Township Clerk
West Windsor Township

AGREEMENT

BETWEEN

TOWNSHIP OF WEST WINDSOR

MERCER COUNTY, NEW JERSEY

AND

WEST WINDSOR PROFESSIONAL FIREFIGHTERS
ASSOCIATION

LOCAL 3610 OF THE

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
AFL-CIO, CLC

JANUARY 1, 2010 – DECEMBER 31, 2012

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE #</u>
1 – PREAMBLE.....	1
2 – RECOGNITION.....	2
3 – MANAGEMENT RIGHTS.....	3
4 – UNION BUSINESS.....	5
5 – UNION ACTIVITY.....	7
6 – NON-DISCRIMINATION.....	8
7 – GENDER.....	9
8 – DUES CHECK-OFF.....	10
9 – WORK WEEK.....	11
10 – SHIFT EXCHANGE.....	13
11 – NO STRIKE PLEDGE.....	14
12 – ACCESS TO PERSONNEL FILES.....	15
13 – RULES AND REGULATIONS.....	16
14 – UNIFORMS.....	17
15 – IN-SERVICE TRAINING.....	18
16 – SENIORITY.....	19
17 – SALARIES.....	20
18 – OVERTIME.....	22
19 – CALL-BACK TIME.....	24
20 – LONGEVITY.....	26

21 – PENSIONS.....	27
22 – EDUCATION INCENTIVE.....	28
23 – HOLIDAYS.....	29
24 – PERSONAL DAYS.....	31
25 – BEREAVEMENT LEAVE (Paid).....	32
26 – MILITARY LEAVE.....	33
27 – MATERNITY LEAVE.....	35
28 – JURY DUTY AND WITNESS LEAVE.....	36
29 – SICK LEAVE.....	37
30 – INJURY LEAVE.....	43
31 – VACATIONS.....	45
32 – LEAVE OF ABSENCE WITHOUT PAY.....	48
33 – INSURANCE.....	49
34 – OUT-OF-CLASS ASSIGNMENT.....	53
35 – SECONDARY EMPLOYMENT.....	54
36 – PROMOTIONS.....	55
37 – LAYOFF AND RECALL.....	56
38 – DISCIPLINE AND DISCHARGE.....	57
39 – GRIEVANCE PROCEDURE.....	59
40 – LEGAL DEFENSE.....	63
41 – TERM AND DURATION OF AGREEMENT.....	64
42 – PREVAILING RIGHTS.....	65
43 – SUCCESSORS.....	66

ARTICLE 1

PREAMBLE

This Agreement entered into this ____ day of _____, by and between the Township of West Windsor, in the County of Mercer, New Jersey, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township," and the West Windsor Professional Firefighters Association Local 3610 of the International Association of Firefighters, AFL-CIO-CLC, hereinafter referred to as the "Union." It is the purpose of this agreement to achieve and maintain harmonious relations between the Township and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, and other conditions of employment. This agreement represents the final understanding on all bargained issues between the Township and the Union.

ARTICLE 2

RECOGNITION

A. The Township hereby recognizes the Union as the sole and exclusive bargaining agent for all full time uniformed employees of the Division of Emergency Services, as listed below, hereinafter referred to as the “employee(s):”

Emergency Services Lieutenant

Emergency Services Specialist

B. Excluded are:

Executive Management, confidential employees, craft employees, law enforcement, part-time employees, per diem employees, and volunteer fire and EMS providers.

ARTICLE 3

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, 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 of America, including, but not limited to, the generality of the foregoing, the following rights:

1. To execute management and administrative control of the Township Government, and its properties and facilities, and the activities of its employees.
2. To establish a schedule for regular hours of work for employees covered by this agreement. The schedule may be changed at the discretion of the Director of Emergency Services or the Business Administrator.
3. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote, transfer, or reassign employees within the Division of Emergency Services
4. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
5. To make rules of procedure and conduct, to use improved methods and equipment, to determine reasonable work schedules and shifts, to decide the number of employees needed for any particular time, and to be in charge of the quality and quantity of the work required.

6. 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 Township.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and only to the extent such provisions hereof are in conformance with the Constitution and Laws of New Jersey and the United States.

C. Nothing contained herein shall be construed to restrict or deny the Township its powers, rights, authority, duties and responsibilities under national, state, county, or local laws or ordinances.

D. All of the terms and conditions of employment, not specifically set forth herein and not specifically covered by existing statutes, are hereby reserved by the Township as its management rights.

ARTICLE 4

UNION BUSINESS

A. Employees elected or appointed to represent the Union shall be granted time-off without loss of pay to perform their union functions including, but not limited to, attendance at regular and special State and International meetings, conventions, seminars, conferences, and activities related to grievance procedures, unfair practices, and discipline. All expenses for attendance at such conferences or seminars shall be borne by the union or the employee. No more than two (2) employees may take time-off from regular duty to attend to union business at any given time.

B. Employees of the Union negotiating committee shall be permitted time-off without loss of pay for all the meetings between the Union and the Township for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which said employees are scheduled to be on duty.

C. The Union will provide, to the Township, a list of the names of the local officers and members of the Union negotiating committee and will update the list within ten (10) days of any changes to said list.

D. The Township will permit the installation of bulletin boards, at the expense of the Union, in all Township fire stations as well as the EMS Company quarters and The Township Municipal Building for the exclusive use of the Union.

1. Bulletin boards shall not exceed ten (10) square feet in size.
2. Bulletin boards shall be placed in a convenient area which is accessible to all employees.

E. The Township will permit the Union to display the IAFF Certificate of Affiliation

(Charter) in a reasonably visible location which shall be mutually agreed upon between the Union and the Township.

ARTICLE 5

UNION ACTIVITY

There shall be no discrimination, interference, restraint, or coercion by the Township against any employee for his or her activity on behalf of, or membership in, the Union.

ARTICLE 6

NON-DISCRIMINATION

A. The Township and the Union agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, physical handicaps, political affiliation, sexual orientation, residency, Union membership or non-membership, or legal Union activity permitted herein. The parties further agree not to interfere with the right of employees to become or not to become members of the Union.

B. The Township and the Union agree that no one shall be subjected to harassment nor to abusive language, and that everyone shall be treated within the accepted standards of common decency, courtesy, and respect. The Union recognizes its responsibility as exclusive negotiations agent and agrees to represent all employees in the Union without discrimination.

ARTICLE 7

GENDER

Whenever a male gender is used in this agreement it shall be construed to include male and female employees unless biologically infeasible.

ARTICLE 8

DUES CHECK-OFF

A. The Township agrees to deduct, once each pay period, dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Union from the pay of those employees who authorize in writing that such deductions be made. The Township shall forward the sum total of all dues deductions to the Secretary-Treasurer of the Union no more than five (5) business days after each pay day. If, during the life of this agreement, there will be any change in the rate of the Employee's dues, the Union will furnish to the Township written notice thirty (30) days prior to the effective date of such change.

B. Any employee who is not a member of the Union shall, as a condition of employment, pay a bi-weekly service charge equivalent to eighty-five percent (85%) of the dues and assessments paid by a member of the Union. The purpose of this is to offset the employee's cost of services rendered by the Union as a majority representative. Employees who fail to meet this requirement shall be discharged.

C. The Union will provide to the Township, a copy of its demand and return system and the Union shall indemnify, defend, and save the Township 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 Township in reliance upon salary deduction authorization cards or the bi-weekly service charge information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deductions.

ARTICLE 9

WORK WEEK

A. EMS Company

1. The normal workweek for employees assigned to an EMS Company platoon will consist of eighty (80) hours over a two-week cycle.

2. The work schedule for EMS will be a rotating schedule based on two platoons covering seven days a week, 365 days a year.

- Employees assigned to EMS platoon "A" will work Monday, Tuesday, Friday, Saturday, and Sunday of week one (1), and Wednesday and Thursday of week two (2)
- Employees assigned to EMS platoon "B" will work Wednesday and Thursday of week one (1), and Monday, Tuesday, Friday, Saturday, and Sunday of week two (2).

3. The work day for employees assigned to EMS will begin at 0700 hours and terminate at 1900 hours Monday through Friday, and begin at 0700 hours and terminate at 1700 hours on Saturday and Sunday.

B. Fire/Rescue Company

1. The normal work week for employees assigned to the Fire/Rescue Company will consist of forty (40) hours per week.

2. The workweek for Fire/Rescue will be Monday through Friday.

3. The workday for Fire/Rescue will begin at 0800 hours and terminate at 1600 hours.

C. Inspection/Fire Prevention

1. The Union requests that the one (1) employee assigned to the Inspection/Fire Prevention Unit continue to work a 35-hour workweek as originally agreed to under the 1996 collective bargaining agreement between IAFF Local #3610 and the Township.

2. It is understood by the Union that personnel assigned to Inspection/Fire Prevention may be asked to work a “compressed” schedule. It is further understood that if Inspection/Fire Prevention personnel are required to work a “compressed” schedule, their workweek hours and number of days worked per week may fluctuate. They will collect their overtime rate for any hours over 35 worked during their normal work week.

D. Nothing contained within this article prohibits the Township from calling “off duty” personnel to respond to emergencies or from changing the employee’s work week in accordance with the provisions of the management rights article of this agreement.

ARTICLE 10

SHIFT EXCHANGE

In accordance with current Division of Emergency Services policy, employees shall have the right to exchange shifts when the change does not interfere with the operations of the Division of Emergency Services and the exchange does not cost the Township overtime or premium rate salary. All shift exchanges must take place within the same pay period.

ARTICLE 11

NO-STRIKE PLEDGE

A. The Union covenants and agrees that neither the Union nor any person acting on 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 abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), slowdown, walkout or other job action against the Township. Job action will be defined as job action taken by on-duty personnel only. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participating in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for disciplinary action subject to the provisions of Article 38 of this Agreement.

ARTICLE 12

ACCESS TO PERSONNEL FILES

A. Upon written request and with reasonable notice, an employee shall be permitted to review and examine his personnel file in the presence of an appropriate representative of the Township. Requests from the employee for copies of documents in the file shall be honored.

B. If any material, derogatory or adverse to the employee is placed in his personnel file, a copy of such material shall be sent to the employee. No document of anonymous origin against an employee shall be eligible for the personnel file. An employee may file a written response of reasonable length to any derogatory or adverse memoranda or documents intended for inclusion in the personnel file. Copies of any written documents, relating to discipline or the work performance of any employee, which are to be used by the Township in any disciplinary proceedings, grievance hearings, or evaluation report, shall be given to the employee upon request.

ARTICLE 13

RULES AND REGULATIONS

A. The Union agrees that its members shall comply with all Division of Emergency Services rules, regulations, policies, and procedures. The Township agrees that all aforementioned rules, regulations, policies, and procedures which directly impact upon the terms and conditions of employment shall be subject to the grievance procedure.

B. Any additions, changes, updates or amendments to existing rules, regulations, policies, and procedures shall be supplied in written form to the Union as well as to each employee, and shall be subject, as well, to the grievance procedure.

C. All newly hired employees shall be supplied with a copy of all current rules, regulations, policies, and procedures.

ARTICLE 14

UNIFORMS

A. The Township shall provide each employee with station uniforms, dress uniform, and structural firefighting turnout gear as listed in the Emergency Services Policies and Procedures Manual I, Section 3.

B. All personal protective clothing, including station uniforms and turnout gear, shall be supplied and maintained in accordance with NJ PEOSH.

C. When any item of the station uniform or structural firefighting turnout gear is damaged or destroyed while on duty during the performance of any work related activity, firefighting or EMS duties, or any other portion of the employee's daily routine, the Township will replace the item.

D. The Emergency Services Division Manager will devise a system whereby an employee may have his station uniform or turnout gear inspected to determine whether the equipment needs to be replaced or is no longer serviceable. Any item which needs to be replaced shall be replaced by the Township.

E. The theft or loss of any item of the station uniform or structural firefighting turnout gear will be investigated by the Emergency Services Division Manager and if found not to be due to the fault of the employee, the equipment will be replaced by the Township.

F. The Township shall provide for laundry facilities which are available to the employees for the express purpose of washing and drying their uniforms while on or off duty, in accordance with NJ PEOSH.

G. The Emergency Services Division Manager shall determine whether or not the uniform is in need of repair or replacement.

ARTICLE 15

IN-SERVICE TRAINING

A. The cost of all Emergency Services training courses, which are necessary for the employees to maintain the minimum qualifications, certifications and/or licenses necessary to perform their regular duties, shall be borne by the Township.

1. Courses such as, but not limited to, the following shall apply to the preceding paragraph of this article:

- (a) Emergency Medical Technician continuing education courses
- (b) CPR re-certification
- (c) Fire Inspector/Fire Official continuing education courses
- (d) Hazardous Materials Technician refresher courses
- (e) Uniform Construction Code continuing education courses

2. Employees shall also be granted time off from regular duty to complete any required training courses.

B. The Emergency Services Division Manager may also authorize time off from regular duty for any other training courses which he approves. The cost of other training courses may also be borne by the Township, at the discretion of the Emergency Services Division Manager.

C. Any mandatory drill or training course which an employee is required by the Emergency Services Division Manager to attend on an employee's day off will constitute "call-back time," and employees will be compensated accordingly.

D. Any fees, charges, or other expenses necessary for an employee to acquire or maintain required certifications or licenses shall also be borne by the Township.

ARTICLE 16

SENIORITY

A. Seniority is defined as an employee's continuous length of service with the Township beginning with his date of hire as a full-time, regular employee.

B. An employee shall be considered without seniority until becoming a regular employee which shall occur upon the completion of the probationary period. The probationary period shall be six (6) months.

C. An employee shall lose his seniority only if:

1. He voluntarily leaves the employ of the Township due to a resignation in good standing.

2. He is laid off and subsequently fails to report to the Township for work within fourteen (14) days after receiving written recall from the Township by certified mail. Upon receipt of such notice, the employee shall make known his intention within seven (7) days.

3. He is discharged for just and sufficient cause.

D. Employees who are laid off and are recalled at a later date subject to the provisions of Section "C," Paragraph "2" above, shall retain all seniority accumulated prior to the time that the layoff occurred.

ARTICLE 17

SALARIES

A. The annual salaries of the personnel covered by this agreement shall be as follows:

	<u>2010</u> <u>2.25%</u>	<u>2011</u> <u>1.75%</u>	<u>2012</u> <u>1.75%</u>
<u>Specialist</u>			
1. Entry	\$40,002	\$40,702	\$41,415
2. Second	\$44,216	\$44,990	\$45,777
3. Third	\$48,431	\$49,278	\$50,141
4. Fourth	\$52,645	\$53,567	\$54,504
5. Fifth	\$56,860	\$57,855	\$58,868
6. Sixth	\$61,075	\$62,144	\$63,231
7. Seventh	\$65,288	\$66,430	\$67,593
<u>Lieutenant</u>	\$72,468	\$73,736	\$75,026

B. All employees will advance on the salary guide on the anniversary date of their hiring unless they have reached the maximum step.

C. The above salaries are intended to cover base salaries only and are not to limit longevity stipends, overtime pay, educational incentive, etc. with respect to those employees who are entitled to same.

D. It is understood that the Township agrees to pay all employees in the Union on Thursdays unless there are unforeseen circumstances which delay the processing of checks, in which case payment will be made as soon as possible.

E. All employees shall receive retroactive pay to January 1, 2010, as soon as possible after the salary ordinance is approved and the contract is signed by the appropriate parties.

F. Each employee in the bargaining unit who has completed five or more years of continuous service with the Township of West Windsor and continues to maintain up-to-date

Firefighter I, EMT-B, Uniform Fire Code Inspector, Confined Space Technician and Hazmat Technician licenses and/or certifications will be eligible to receive differential pay in the amount of two and one half percent (2.5%) of the employee's annual base salary to be paid in the employee's biweekly paycheck.

ARTICLE 18

OVERTIME

A. For the purpose of calculating overtime, refer to Article 9, "WORK WEEK," of this agreement.

B. 1. An employee who is authorized, directed, or required to work longer than his regular tour of duty and receives approval for such overtime, shall be paid at the rate of time and one-half his normal pay. In construing such overtime, payments shall be made on the following basis:

(a) Up to the first 15 minutes - no pay

(b) 16 through 30 minutes - 30 minutes pay

(c) 31 through 60 minutes - one hour pay

(d) Thereafter, overtime shall be paid in 30 minute segments for all or a portion of such time worked beyond the regular tour of duty.

(e) All time worked over one full overtime shift will be paid at double time based on the employee's hourly rate.

2. At the request of the employee, and with the approval of the Emergency Services Division Manager, employees may be granted compensatory time off, on a time-and-one-half basis, in lieu of paid compensation, for authorized overtime hours worked. Effective January 1, 2009, employees who have completed three or more continuous years of service with the Township of West Windsor may accumulate no more than one hundred eighty (180) hours of compensatory time.

3. Any time that all or part of a shift which has been vacated due to sick leave, personal leave, or other authorized leave will cause the Division of Emergency Services to

have less than the minimum number of personnel on-duty on the EMS Company and/or the Fire Rescue Company; or any time that the Division of Emergency Service will be required to staff additional units for event standbys then those shifts will need to be covered. Off-duty full time employees shall be offered the “right of first refusal” with regard to any such situation. That is, off-duty full time employees must be offered overtime for open shifts prior to the calling of per diems to cover those shifts. No per diems may be called unless all off-duty employees refuse the overtime or off duty employees are not able to be contacted. Overtime shifts will be offered to qualified off-duty employees on a rotating basis.

4. Employees required to work overtime on a holiday will be compensated at a rate which is double his normal pay.

ARTICLE 19

CALL-BACK TIME

A. Call-back time shall be defined as unscheduled time worked after being recalled to duty when the employee is not normally scheduled to be on duty. Any employee required to work after being called back will be assured a minimum of four (4) hours pay and will be compensated at the appropriate overtime rate.

When a Call-back occurs prior to a regular work shift but not more than four (4) hours prior to that regular work shift, the following shall apply:

- (a) Employees who are called in up to two hours prior to their normal work shift, shall be paid at the rate of double time for the actual time worked.
- (b) Employees who are called in to work in excess of two hours prior to the beginning of their regularly scheduled work day shall be granted a minimum of four (4) hours at the appropriate overtime rate.

Any employee who, on his day off, responds to an emergency call at the request of the Director of Emergency Services, or his designee, shall be considered to be on "call-back time," and shall be compensated accordingly.

Any employee who, on his day off, attends any mandatory staff meeting or other session at the request of the Director of Emergency Services, or his designee, shall be considered to be on "call-back time," and shall be compensated accordingly.

With respect to call-back for hazardous materials incidents, the following shall apply:

- (a) Employees who are called-back for a hazardous materials emergency shall be compensated as described above.

- (b) If, at any time during the first hour after employees are alerted to a call-back for hazardous materials response, the assignment is canceled by a qualified West Windsor Township employee trained to the minimum level of Hazardous Materials Technician, then the employees will be compensated at their overtime rate only for the actual time from original call-back to cancellation time and any additional time needed for the employee to return to their residence or prior commitment.
- (c) If the hazardous materials response is canceled after the passage of one hour or greater, or if the Hazardous Materials Team begins an operation at any time after call-back, then employees will be guaranteed the four (4) hour minimum as described above.

B. All members of the bargaining unit who are eligible for call back time and who are not assigned a Township issued cell phone will be reimbursed \$30 per month for use of their own personal cell phone. To receive such reimbursement, the member must submit a purchase requisition signed by the Emergency Services Division Manager and provide to the Township Division of Finance, on a quarterly basis, copies of monthly billing statements and/or billing histories for verification of payment purposes.

ARTICLE 20

LONGEVITY

The Township agrees to provide each full-time regular employee with a longevity payment as set forth below:

Beginning the sixth (6th) year until the end of the tenth (10th) year	\$1,011.00
Beginning the eleventh (11th) year until the end of the fourteenth (14th) year	\$1,516.00
Beginning the fifteenth (15th) year until the end of the nineteenth (19th) year	\$2,021.00
Beginning the twentieth (20th) year until end of the twenty-fourth year	\$2,526.00
Beginning the twenty-fifth year and beyond	\$3,032.00

Longevity payments will be prorated over the calendar year and be paid biweekly for continuous and uninterrupted service after an employee reaches his anniversary date.

NEW EMPLOYEES

All new hires employed on or after January 1, 2012 shall not be eligible for longevity benefits.

ARTICLE 21

PENSIONS

The Township shall provide and maintain pension and retirement benefits in accordance with the provisions and statutes of the New Jersey Police and Firemen's Retirement System to all qualified employees covered by this agreement. Employees not eligible for PFRS will be provided with pension and retirement benefits under the Public Employees Retirement System.

ARTICLE 22

EDUCATION INCENTIVE

A. The Township shall, subject to the conditions set forth below, reimburse an employee for 100% of the cost incurred for up to eighteen (18) semesters hours/credits per year for courses taken at the graduate or undergraduate level at accredited post graduate colleges, accredited four-year colleges, accredited two-year colleges, extension divisions of accredited colleges, county community colleges, technical or business schools, and/or through continuing education-programs.

B. Employees shall submit their anticipated educational costs for the following year to the Business Administrator by November 1. Requests received after that date may be accepted at the discretion of the Business Administrator. Approval for individual courses in approved degree programs must be received from the Emergency Services Division Manager and the Business Administrator prior to course registration.

C. Upon completion of said course(s) and submission of a passing grade, as specified by the school, the employee shall be reimbursed 100% of the tuition, prescribed fees, and books.

D. Any employee who leaves his employment with the Township prior to the completion of twelve(12) months of service to the Township after receipt of reimbursement as set forth above, shall reimburse the Township a pro-rata share of the tuition and fees paid based on the number of months of service. An employee who is dismissed for cause within twelve (12) months, shall refund the Township one hundred percent (100%) of the reimbursement. Said reimbursement shall be deducted from his final pay. Should sufficient funds not be available, the employee shall pay the necessary difference.

ARTICLE 23

HOLIDAYS

A. The Township hereby agrees to grant thirteen (13) holidays per annum to each employee in the Division of Emergency Services.

B. The following days will be recognized as the paid holidays under the terms of this agreement:

Holidays	<u>2010</u>	<u>2011</u>	<u>2012</u>
New Year's Day	Jan-01	Jan-03	Jan-02
Martin Luther King's Birthday	Jan-18	Jan-17	Jan-16
President's Day	Feb-15	Feb-21	Feb-20
Good Friday	Apr-02	Apr-22	Apr-06
Memorial Day	May-31	May-30	May-28
Independence Day	July-05	July-04	July-04
Labor Day	Sept-06	Sept-05	Sept-03
Columbus Day	Oct-11	Oct-10	Oct-08
Veteran's Day	Nov-11	Nov-11	Nov-12
Thanksgiving Day	Nov-25	Nov-24	Nov-22
Day after Thanksgiving	Nov-26	Nov-25	Nov-23
Day before Christmas	Dec-24	Dec-23	Dec-24
Christmas Day	-----	-----	Dec-25
Day after Christmas	Dec-27	Dec-26	-----

C. When a recognized Holiday falls on a Saturday, it shall be observed on the preceding Friday. When a recognized holiday falls on a Sunday, it shall be observed on the following Monday.

D. Whenever a holiday falls during the time an employee is on paid sick leave or family leave, that day shall not be considered as sick leave or family leave. If a holiday should fall within an employee's vacation period, that employee shall not be charged for a vacation day.

E. Employees who are on leave of absence without pay will not be eligible for holiday pay.

F. Employees who are assigned to either EMS Company platoon shall receive

thirteen (13) compensatory days off per year in lieu of holidays. Unused holiday compensation days may not be carried over to the following year.

G. The holiday year shall be the twelve (12) month period commencing January 1 and ending December 31, and all holiday days shall be scheduled within the calendar year in which they occur.

H. Holiday compensatory days shall be prorated based upon time worked in the calendar year.

ARTICLE 24

PERSONAL DAYS

The Township shall provide each employee with three (3) days per calendar year for his/her personal use. Only employees with one (1) or more years of service shall be eligible for personal days. Personal days may not be carried over to the following year.

Requests for personal time should be made at least twenty four (24) hours in advance when possible. Personal time may be used at the last minute in the event of an emergency or other unforeseen circumstances. Notification should be made to the Lieutenant as soon as possible if an employee will be using personal time. Employees may use personal days in full or half day increments if they choose. Requests for use of personal time will not be denied in order to avoid use of overtime.

One day as provided by paragraph one (1) is earned during each four (4) month period of the calendar year. If termination of an employee's employment occurs prior to a four month interval and he has already taken three (3) personal days, one day shall be paid back to the Township. If the employee has not taken any days of his allotted time, then he will be entitled to be paid for one day. If termination occurs after the four month interval, then the employee is entitled to be paid for the days not used in paragraph one (1) of this article.

ARTICLE 25

BEREAVEMENT LEAVE

A. In the event of the death of a parent, step-parent, grandparent, spouse, child, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law of an employee, said employee will be granted bereavement leave from the day of death through the second day after burial, not to exceed a total of five (5) consecutive working days. Additionally, the employee shall be granted one day of leave which can be used in half day increments to be used within nine months of the death to attend to personal business.

B. Any employee whose spouse or child dies is to be given an additional ten (10) consecutive working days off before he must report back to duty, which time shall not be deducted from any other days off that he is entitled to.

C. In the event of a death of an aunt, uncle, nephew, niece, brother-in-law, sister-in-law, spouse's niece or nephew, spouse's aunt, or uncle, the employee will be granted leave for the day of the funeral.

D. In the event of the death of a relative or in-law identified in paragraph "C" who Resides outside of the State of New Jersey, and if an employee can show that additional time is needed, he shall be granted up two (2) additional days leave subject to the approval of the Director of Emergency Services.

E. Any employee who is already off when bereavement leave is called for (this includes all types of time off except regular days off) shall have his full bereavement leave granted and any other time off affected shall be scheduled at a later date.

ARTICLE 26

MILITARY LEAVE

A. A full-time employee (either permanent or temporary) who is a member of the reserve component of any United States armed force or the National Guard of any state including the Naval Militia and Air National Guard is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration of the service.

1. The first thirty (30) workdays of the leave shall be with full pay except that a member of the New Jersey National Guard shall receive full pay for the first ninety (90) workdays. Thereafter, the employee shall be paid the difference between military salary and the employee's regular salary.
2. A full-time temporary employee who has served less than one-year shall be granted non-paid military leave without loss of time. The paid leave will not be counted against any available time off including but not limited to vacation, sick or personal time.
3. In all cases involving military leave, the employee must, as soon as possible, provide the Department Head with notice of the call to military duty prior to beginning the military leave, unless giving notice is impossible, unreasonable, or precluded by military necessity. The Township may, following discussion with the employee, adjust the employee's work schedule to enable that employee to attend drills and fulfill all employment responsibilities without the need for additional time off or incur overtime to another employee.
4. Employees on military service will continue to receive paid health insurance coverage during the period of the paid leave plus an additional thirty (30) calendar

days after the paid leave is exhausted. After this period has expired, employees may continue coverage for themselves or their dependents under the Township group plan by taking advantage of the COBRA provision.

5. Members of the State administered retirement systems (PERS and PFRS) will continue accruing service and salary credit in the system during the period of paid leave.

B. Any employee released from active duty under honorable circumstances shall return to work without loss of privileges or seniority within the following time limits (USERRA):

1. For service less than thirty-one (31) calendar days, the employee must return to work on the beginning of the first regularly scheduled workday or eight (8) hours after the end of military duty, with reasonable allowances for commuting;
2. For service of thirty-one (31) to one hundred eighty (180) calendar days, the employee must submit an application for reinstatement within fourteen (14) calendar days after completing military duty;
3. For service greater than one hundred and eighty (180) calendar days, the employee must submit an application for reinstatement within ninety (90) calendar days after completing military duty.

ARTICLE 27

MATERNITY LEAVE

Any employee who becomes pregnant shall, with written concurrence by the employee's physician, be granted a leave of absence without pay commencing at any time during her term of pregnancy and ending not later than three (3) months after the date of delivery. The employee shall continue to accumulate seniority and be entitled to medical benefits as prescribed by this agreement during her leave.

Through the entire maternity leave period (both paid and approved unpaid), the Township shall pay the employee's benefits. Should the employee decide to leave the Township's employ prior to three (3) months after returning to work following the maternity leave period, or should the employee not return following maternity leave, the employee shall then reimburse the Township for the cost incurred by the Township for the benefits during the time the employee was on unpaid leave

Paternity and adoption leave shall be provided for in accordance with the provisions of the Family Leave Act.

ARTICLE 28

JURY DUTY AND WITNESS LEAVE

A. Jury Duty. A regular employee shall be granted necessary time off with pay when summoned to perform jury duty as prescribed by applicable law. In no event shall an employee be excused from work for more days than those required for such duty. The employee shall notify the Township immediately of the requirement for this leave and subsequently furnish evidence that he performed the duty for which the leave was required. The employee shall be permitted to keep all remuneration received when said employee performs jury duty. Any employee called for jury duty shall be required to return to work when not actively serving on a jury or when released at such a time that the employee can reasonably be expected to return to duty in time to complete at least half of his normal work shift.

B. Witness Duty. When a regular employee is party to litigation in matters related or unrelated to his capacity as an employee of the Township, he shall be granted time off with pay if the appearance is during a scheduled work shift. The employee shall notify the Township immediately of the requirement for this leave, and subsequently furnish evidence that he performed the duty for which the leave was required.

ARTICLE 29

SICK LEAVE

A. Sick leave shall be granted to employees when they are unable to perform their work by reason of personal illness, accident, or exposure to a contagious disease. Of the sick leave days granted by the Township, up to three (3) days may be used for family illness (that is illness in the immediate family when the employee's assistance is directly required), and up to two (2) days may be used for medical appointments.

B. Employees shall be granted up to ten (10) days of sick leave per year.

In the first calendar year of employment, sick leave must be earned before it may be taken.

-One sick leave day shall be granted for each thirty six (36) day period of full time employment.

-Beginning on January 1 of the employee's second calendar year of employment, said employee shall be credited with ten (10) sick-leave days plus any unused days carried over from prior years.

Unused sick days may be accumulated in accordance with paragraph "G" of this article.

If an employee should terminate employment during the year, a calculation shall be made of sick days taken versus sick days granted. If the days taken are in excess of days earned, he shall have this proper amount of compensation deducted from his final pay. Should insufficient funds be available, the employee shall reimburse the Township for the difference to make up for the absence on the unearned days.

C. If an employee is absent for reasons that entitle him to sick leave, the Division

shall be notified prior to the employee's starting time.

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

2. Absence without notice for five (5) consecutive days shall constitute a resignation. The Township may consider extenuating circumstances, and when appropriate, waive this section (Paragraph 'C,' section '2').

D. An employee who shall be absent for five (5) or more consecutive working days may be required by the Township to submit acceptable medical evidence substantiating the illness. Such medical certification shall be at the cost of the Township or, at the Township's option, by its Township Physician.

1. An employee, who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of fewer than five consecutive working days, may be required to submit acceptable medical evidence for any additional sick leave in that year. In the case of a chronic or recurring illness requiring recurring absences of one (1) day or less, only one (1) certificate shall be necessary for a period of six (6) months.

2. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

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

F. The Township may require an employee who has been absent due to personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is

capable of performing his normal duties and whether his return will jeopardize the health of other employees.

G. Incentive Sick Leave Compensation Policy:

1. All members of the Union shall be allowed to accumulate unused sick time.

(a) Upon retirement as defined by the Pension Act, employees may take a lump-sum payment for 50% of his accumulated sick time, said amount to be payable at his daily rate of pay on the date of his retirement or at the highest rate of pay during the employee's employment with the Township. In either case, such lump sum shall not exceed \$15,000.

(b) He may schedule work days off prior to his retirement based upon 50% of the total accumulated time.

(c) An employee opting for a lump sum payment may receive said payment in four (4) equal installments beginning on the day of the employee's retirement and the following three years on January 1 at the employee's option. Should the employee die prior to the receiving of the full amount, the Township will immediately pay the balance due to his beneficiary.

2. In the event that the employee dies, his beneficiary will be paid a lump-sum payment based upon 50% of the employee's accumulated sick time at the date of his death. This lump-sum payment will be calculated based upon the rate of pay that the employee was receiving on the date of his death. Said payment shall not exceed \$15,000.

3. Each member of the Union shall receive an annual statement in January that indicates the member's total accumulated sick time as of December 31st of the previous year.

H. Major Illness or Major Injury Leave:

Note: Employees must accumulate three (3) years of seniority to be eligible for Major Illness or Major Injury Leave.

1. Each employee shall be entitled to up to one (1) year of sick leave with full pay for a non-work related major illness or injury. The employee is eligible to continue this provision unpaid for an additional one (1) year. The illness or injury shall be certified, by an authorized physician designated by the Township, as one which would prevent the employee from performing his full regular duties, and because of which the employee must be absent beyond forty (40) consecutive work days. (Said forty [40] days shall be applied against the accumulated sick leave in Section B.

2. Each employee shall be responsible for the first forty (40) days of any major illness or injury prior to initiating the major illness or injury provision. Any employee who hasn't accumulated sufficient sick time will be required to cover the balance of the first forty (40) days using vacation time, holiday time, comp time, personal days, or other days off as might be earned.

3. All medical benefits provided by the Township would continue to be in effect throughout the major illness/major injury leave or subsequent approved unpaid extension.

4. Employees returning from authorized major injury/major illness leave, as set forth above, will be restored to their original job classification and shift at the appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits. - If an employee

fails to return to work with the Township after major illness/major injury leave, for any reason other than the specified illness/injury, he shall reimburse the Township for the cost of benefits and any other associated costs such as Township physician costs, etc.

5. Effective the signing date of this agreement, an employee on a leave of absence (i.e. major illness or injury leave) shall have his or her sick leave prorated for the duration of the leave.

I. Donated Leave Program:

1. Effective the signing date of this agreement, an employee in the bargaining unit who suffers from a catastrophic health condition or injury (as defined in N.J.A.C. 4A:6-1.22) or who has an immediate family member who suffers from a catastrophic health condition or injury may be eligible to receive donated sick or vacation leave from other members of the bargaining unit.

2. In order to be eligible to receive donated leave, an employee must have successfully completed his or her probationary period and exhausted all accrued sick leave, vacation leave and compensatory time off. Any employee in the bargaining unit who has been disciplined for chronic or excessive absenteeism or lateness or abuse of leave in the two year period immediately preceding the employee's request for donated leave shall not be considered eligible for the program.

3. An employee must submit a written request to the Township Business Administrator for donated sick or vacation leave and provide medical documentation of the catastrophic health condition or injury from a licensed physician. The documentation must describe the nature and anticipated duration of the health condition or injury.

4. Upon approval of the request, the Township Business Administrator or his/her designee shall, with the employee's consent, post or circulate the employee's name along with those of other eligible employees in a conspicuous manner to encourage the donation of sick or vacation leave time and shall provide notice to the appropriate representatives in the bargaining unit. If an employee is unable to consent to this posting or circulation, a member of the employee's family may consent on his or her behalf.

5. A leave recipient must receive at least five days of sick or vacation leave from one or more leave donors to participate in the Donated Sick Leave Program.

6. A leave recipient shall receive no more than 180 days of sick or vacation leave and shall not receive any such days on a retroactive basis.

7. A leave donor will only be allowed to donate whole sick days or whole vacation days and may not donate more than ten days of sick leave or vacation leave or combination thereof to any one leave recipient.

8. A leave donor must have completed three or more years of continuous service to the Township and have accrued forty or more days of sick or vacation leave or combination thereof to be eligible to participate in the Donated Sick Leave Program.

9. A leave donor shall not revoke the leave donation. Any unused donated leave may be returned to the leave donors on a prorated basis upon the leave recipient's return to work.

ARTICLE 30

INJURY LEAVE

A. If an employee is incapacitated in the line of duty, i.e. during the performance of any work related activity, firefighting or EMS duties, because of an injury, or sustains a work related illness, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, as certified by an authorized physician. Such payments shall be for up to one (1) year or until the employee is placed on disability leave or pension, whichever comes first, and reduced by any payment received from Worker's Compensation.

B. For the purposes of this Article, injury or illness incurred while the employee is attending in-service training (as defined by Article 15), shall be considered to be line of duty.

C. If an employee is absent for reasons that entitle him to injury leave, his or her supervisor or the senior specialist on duty shall be notified within one (1) hour of the employee's starting time. Failure to notify the supervisor or senior specialist on duty may result in denial of the use of injury leave for that absence.

D. An employee must report his injury, when possible, within forty eight (48) hours of the occurrence of such injury, in order to be eligible for benefits under this article.

E. The Township may require an employee who has been absent because of injury, as a condition of his return to duty, to be examined by a physician designated by the Business Administrator at the expense of the Township.

F. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as chargeable under sick time regulations.

G. Employees returning from authorized leave of absence, as set forth above, will be restored to their original job classification and shift at the appropriate rate of pay with no loss of

seniority or other employee rights, privileges or benefits.

ARTICLE 31

VACATIONS

A. Each regular employee shall be entitled to vacation leave based on his years of continuous service. Approved leaves of absence without pay in excess of thirty (30) days, except Military Leave, Maternity Leave and Major Illness Leave, shall be deducted from the employee's total continuous service for purposes of determining the earned service credit for vacation leave. Vacations with pay shall be granted to employees as follows:

During first twelve months	6 working days
Beginning one year through five years	12 working days
Beginning six through eight years	15 working days
Beginning nine through fourteen years	17 working days
Beginning fifteen years or more	20 working days

- Employees are not permitted to take vacation during the first six (6) months of employment.

B. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect on the payday immediately preceding the employee's vacation period.

C. If an employee's vacation entitlement period changes during a calendar year, he may be permitted to take his vacation based on the new entitlement at any time during the calendar year regardless of anniversary date.

D. If an employee should terminate employment prior to his anniversary date and after taking his full entitlement, he shall reimburse the Township for vacation taken and not earned. Said payment shall be deducted from the employee's final pay. Should sufficient funds not be available, the employee shall reimburse the Township for the difference to make up for

the use of unearned days. If an employee terminates his employment prior to using his vacation entitlement, he shall be paid for vacation earned but not used. The amount of vacation earned, but not used, shall be calculated by dividing the base annual salary by 182 working days, representing 7 working days per pay period or 7 working days multiplied by 26 pay periods in a calendar year.

E. Effective 2012, all vacation time except ten (10) days, must be used within the calendar year in which it is earned. An amount up to and including ten (10) days may be carried over to the following year. Under special circumstances additional time may be granted, if requested and approved by the Business Administrator. Said request shall be made in writing and be subject to the approval of the Emergency Services Division Manager and the Business Administrator. No request shall be granted by the Business Administrator unless said request is received by the Business Administrator's office on or before December 1 of the year during which vacation time was accumulated. Decisions on requested carry over of vacation days in excess of ten (10) days shall be made by the Business Administrator within three (3) working days.

F. If an official holiday, recognized by this Agreement, occurs during an employee's vacation, he shall be entitled to an additional day off in lieu of the holiday.

G. Scheduling of vacation must be approved by the Emergency Services Division Manager.

H. Although vacation leave is allocated and available on a calendar year basis, all calculations of vacation at time of employee resignation, termination, or retirement shall be based on the employee's anniversary date.

I. If, at any time, vacation leave is denied, a written explanation shall be given to the

affected employee within five (5) days of such denial. The granting of vacation leave will not be unreasonably withheld.

J. Any employee on unpaid leave of absence shall have his vacation leave for the year pro-rated for the duration of the leave.

K. Effective the signing date of this agreement, an employee on a leave of absence (i.e. major illness or injury leave) shall have his or her vacation leave prorated for the duration of the leave.

ARTICLE 32

LEAVE OF ABSENCE WITHOUT PAY

All employees covered by this agreement may be granted a leave of absence without pay for a maximum period of one (1) year by the Township upon written application setting forth the reason. Further leave, in exceptional situations, may be granted by the Township where it is in the public interest.

An employee on a leave of absence may pay for the benefits allowed by the carriers. Said payment shall be made thirty (30) days in advance so as to coincide with the billing period as established by the carriers. In accordance with COBRA regulations, the Township assesses a two percent (2%) administrative fee.

EXAMPLE: If carriers are paid monthly, then the payment from the employee shall be made thirty (30) days in advance. If carriers are paid quarterly, then the equivalent quarterly payment must be received thirty (30) days in advance. This practice would hold true for all billing and payment schedules.

ARTICLE 33

INSURANCE

A. The following coverage for each employee, spouse, and child will be provided at the cost of the Township, providing that employees will share in the cost, as follows. Prior to January 1, 2012, employees will be obligated to comply with the legislation enacted by the State Legislature in 2010 requiring payment of 1.5% of their salary towards their health insurance. Effective January 1, 2012, or thereafter, employees covered under this agreement will be required to make contributions towards health benefit costs in accordance with P.L. 2011c.78, Pensions and Health Benefit Reform.

1. (a) Hospital/Medical – Surgical/Major Medical (PACE), Preferred Provider Organization (PPO), or Horizon BIMO, a Health Maintenance Organization (HMO) as currently provided by Horizon Blue Cross Blue Shield of New Jersey. Effective January 1, 2009, employees may opt out of health insurance coverage if the employee or employee's spouse has other health insurance coverage. Any employee who is eligible for single or parent/child coverage who opts out of Township health insurance coverage shall receive \$1,500 prorated for the number of months that the employee is not covered under the Township health plan. Any employee who is eligible for family or husband/wife coverage who opts out of Township health insurance coverage shall receive \$3,000 prorated for the number of months that the employee is not covered under the Township health plan. All health insurance opt out reimbursements shall be paid in December.

(b) Employees hired after January 1, 1997, have the option of joining the Preferred Provider Organization (PPO) or a Health Maintenance Organization (HMO), Horizon BIMO only as provided by the Township

2. Dental Plan: as provided by Direct Dental Network, a subsidiary of Horizon Blue Cross Value Shield of New Jersey and includes the following:

Maximum Allowable Charge (MAC), \$0 deductible, \$1,000 annual maximum per person and children to age 23, 100% dependent participation:

Preventive/Diagnostic Services:	100% of MAC
Therapy/Treatment Services:	70% of MAC
Periodontic Benefits:	70% of MAC
Prosthodontic Benefits:	50% of MAC
Onlays and Crown Benefits:	70% of MAC
Oral Surgery Benefits:	70% of MAC
Orthodontic Benefits:	50% of MAC

Orthodontic services will be subject to a separate maximum payment of \$1250 for covered services during the lifetime of each eligible person for 2007 and 2008. Effective January 1, 2009, orthodontic services will be subject to a separate maximum payment of \$1,500 for covered services during the lifetime of each eligible person.

3. Prescription Drug Plan: Effective the signing of this agreement, the Township shall provide a \$10.00/\$15.00 prescription drug co-pay plan. This plan shall provide coverage for the cost of drugs and contraceptives which according to federal law, may be dispensed only upon prescription written by a physician, dentist or other professional who is licensed to write prescriptions. The \$10.00 is for generic drugs with the \$15.00 co-pay for brand names. If the physician specifies a brand name drug or a generic drug is not available, the employee's co-pay shall be \$10.00.

B. Eye Care: The Township will reimburse each employee for eye examinations, corrective lenses and/or corrective eye procedures (i.e. laser surgery) purchased for himself and his immediate family. Such reimbursements shall be made up to a maximum of four hundred dollars (\$400.00) per year for 2007. Effective January 1, 2008, such reimbursements shall be made up to a maximum of four hundred and fifty dollars (\$450) per year. Bills or notice must be submitted to The Township for reimbursement within thirty (30) days of the end of the calendar year in which they were incurred.

C. In addition to existing life insurance available through the State of New Jersey and all other existing plans, the Township shall continue to provide life insurance as currently provided by its carrier.

D. The Township shall timely notify the President of The Union if a current insurance carrier is to be replaced by a new carrier. A new carrier must provide coverage that is equal to or better than coverage that was provided by the replaced carrier. The Township shall be liable for lost benefits to any employee if a change or cancellation of health insurance coverage results in reduction of benefits.

E. The Township will continue coverage of medical insurance as currently provided in paragraph A. 1 of this Article, dental as described in paragraph A.2. of this Article, prescription coverage as currently provided in paragraph A.3. and eye care as described in paragraph B of this Article for the employee and his spouse and children as currently defined commencing upon the date of full retirement of the employee. In the event of the death of the employee, the aforementioned benefits shall remain in full force and effect for the employee's spouse and children.

Retirement is defined as any retirement as defined in “State of New Jersey Police and Fireman’s Retirement Handbook SP-0193-596 Dated May 1996” to include:

- 1) Service Retirement p. 17
- 2) Special Retirement p. 17
- 3) Ordinary Disability p. 19
- 4) Special Disability p. 19
- 5) Accidental Disability pp. 20, 21

It is also understood that retirement includes any Early Retirement Incentive Program as offered by the State of New Jersey.

F. In the event that an employee is killed in the line of duty or dies from injuries sustained while in the performance of duties, The Township shall pay, without delay, the sum of ten thousand dollars (\$10,000) toward funeral expenses to the employee’s surviving family regardless of the amounts paid for such expenses from other sources.

ARTICLE 34

OUT-OF-CLASS ASSIGNMENTS

In the event that an Emergency Services Specialist is required to work an out of class assignment, i.e. assume the responsibilities and/or perform the duties of an Emergency Services Lieutenant due to resignation, termination, or extended leave of a Lieutenant, for a period of seven (7) consecutive calendar days, then said Specialist shall be compensated at the Lieutenant's rate of pay on an hour for hour basis beginning on the eighth (8th) calendar day of the assumption of said duties.

The person receiving out-of-class compensation is the senior person on the platoon, unless otherwise designated by the Emergency Services Division Manager. The senior person is that specialist who has the most seniority with the department and is currently holding the slot as the senior person with the platoon in question.

This provision shall not apply to out-of-class assignments due to a Lieutenant's vacation, holiday time, or school assignment.

ARTICLE 35

SECONDARY EMPLOYMENT

A. An employee may accept and be employed in any occupation during his off-duty hours, provided that such occupation is not in violation of any Federal, State or local laws and provided that such occupation is not in conflict with his employment with the Township. The Emergency Services Division Manager shall determine if such a conflict exists. Employees must notify the Emergency Services Division Manager of any secondary employment.

B. Employees shall be obligated to comply with Township Ethics guidelines.

ARTICLE 36

PROMOTIONS

A. If, during the term of this Agreement, there are to be any promotions within the Division of Emergency Services, a procedure will be developed which shall govern such promotions, including which employees are eligible for same. This procedure will be developed through discussion between the Union, the Township, and the Emergency Services Division Manager. This procedure may take into account seniority, experience, level of education, physical condition, a written and/or oral examination or whatever relevant factors are necessary to fairly and impartially choose the candidate who will be most able to discharge the duties of the position to be filled.

B. The Township shall not hire new employees specifically to fill any position above the rank of Emergency Services Specialist unless the Union and the Township mutually agree, after developing and following the procedure as stated in Paragraph "A" of this article, that no employee covered by this agreement is eligible for, or capable of discharging the duties of said position.

ARTICLE 37

LAYOFF AND RECALL

A. Layoff means the non-disciplinary separation of a full-time employee from their position. In the case of personnel reduction, the employee with the least seniority shall be laid off first.

1. The Township shall provide ninety (90) calendar days written notice to employees who are to be laid off.

2. The Township will notify and meet with the Union at the earliest possible time regarding potential lay-offs.

B. Employees shall be recalled to work in the reverse order in which they were laid off by the Township. Notice of recall shall be made in writing to the employee's home address of record. The employee must provide the Township with any address change while waiting for recall.

C. The Township shall not hire new employees while there are employees on the recall list able to perform the duties of the vacant position, unless such employees on recall refuse to accept such employment. The recalled employee must report for reinstatement within fourteen (14) days after notice. If the employee does not so report, he shall have forfeited his recall right.

ARTICLE 38

DISCIPLINE AND DISCHARGE

A. No Employee shall be disciplined or discharged without just cause.

B. Disciplinary action may be taken against any employee when it is believed that the employee is not conforming to the letter or spirit of Township policies and rules and/or Division of Emergency Services policies and rules; or to specific instructions given to him; or has acted improperly, dishonestly, immorally, illegally; or has violated any of the rules, regulations, policies, and procedures. All discipline will be corrective in intent and progressive in nature.

C. Depending on the seriousness of the matter, disciplinary action against employees shall be in following forms:

1. Informal verbal reprimand by Lieutenant, Division Manager, or Business Administrator
2. Written reprimand from Lieutenant, Division Manager, or Business Administrator
3. Suspension from duty with pay by the Business Administrator
4. Suspension from duty without pay by the Business Administrator
5. Demotion of employee by Business Administrator
6. Discharge from duty by the Business Administrator

D. Where the Township or designee may impose discipline, written notice of such discipline shall be given to the employee prior to imposition of said penalty. Such notice shall contain a reasonable specification of the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of the discipline. The name of

the employee, who is notified of disciplinary action, shall be transmitted to the Union within seventy-two (72) hours after such notice. It will not be necessary to provide written notice if immediate disciplinary action is warranted, such as a gross violation of law.

E. With the exception of Section "C," Paragraph "1" above, and Section "C," Paragraph "2" above, a hearing may be held to investigate the charges prior to imposition of discipline or discharge.

1. At least seven (7) days before the hearing, the employee and Union shall be notified in writing of the charges, and the time and place of the hearing.

(a) No tape recording of such procedure shall be made without notification to the employee.

(b) There shall be no presumption of guilt.

(c) The employee shall have the right to be accompanied and represented by the union and/or legal counsel.

(d) The employee shall also have the right to be accompanied and represented by the Union and/or legal counsel during any questioning concerning the charges, which takes place prior to a hearing.

2. The employee and the Union shall be entitled to a copy of the transcript and/or the tape from the hearing at no cost.

3. With the exception of an employee who commits a serious criminal offense, substantial failure to conform with the requirements of this article shall render the discipline or discharge null and void.

ARTICLE 39

GRIEVANCE PROCEDURE

A. Purpose

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 employment and to resolve grievances as soon as possible so as to assure efficiency and promote employee morale. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Definition

The term “grievance” as used herein means any controversy arising over the interpretation, application, or violation of policies, agreements, and administrative decisions affecting the terms and conditions of employment and may be raised by an employee(s), the Union or the Township.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement, except for other procedures established by statute or regulation, and shall be followed in its entirety unless any step is waived by mutual consent.

The Union shall have the right to process a grievance at any step with or without the consent of the aggrieved employee. Such intervention shall be according to the provisions of this Article. Every employee must immediately notify the President of the Union or a Union representative appointed by the President if a controversy appears to be a grievance before any action is taken by the employee. A representative of the Union shall be present at any meeting held with regard to a grievance unless an employee has written authorization from the Union to meet without a Union representative present.

A grievance initiated by the Township shall be filed directly with the Union within ten (10) calendar days after the event giving rise to the grievance has occurred, exclusive of Saturdays and Sundays. A meeting shall be held within ten (10) calendar days after the filing of the grievance, exclusive of Saturdays and Sundays, between the representatives of the Township and the Union, in an earnest effort to adjust the differences between the parties. If the Township fails to act within ten (10) calendar days, this shall be deemed an abandonment of the grievance. If the parties did not resolve the grievance, then either party can submit the grievance to arbitration under Step Three of this Article within ten (10) calendar days after the last meeting was held to resolve the grievance, exclusive of Saturdays and Sundays.

Step One: An aggrieved party shall institute action by notifying the Emergency Services Division Manager in writing within ten (10) working days of the occurrence of the grievance or within ten (10) working days of the actual or implied knowledge of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved party and the Emergency Services Division Manager or his designee, for the purpose of resolving the matter informally. Failure of the aggrieved party to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

The Emergency Services Division Manager, or his designee, shall respond to the grievance, in writing, within ten (10) calendar days after the receipt of such grievance.

In the event of the failure of the Emergency Services Division Manager to act in accordance with the provisions of "Step One," paragraph "2" above, or in the event an answer by him in accordance with provisions thereof is deemed unsatisfactory by the aggrieved party, then within ten (10) calendar days of receipt of notification of an answer or when a notification should have been received, said aggrieved party may appeal to the Township Business Administrator (or

his representative) (Step 2). Failure of the aggrieved party to act within ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: . In the event the grievance is not settled at Step One, the same shall be reduced to writing by the aggrieved party and filed with the Township Business Administrator (or his representative).

Within ten (10) calendar days from the receipt of the grievance (unless a different period is mutually agreed upon) the Business Administrator shall advise, in writing, the aggrieved party and his representative of his answer.

In the event of the failure of the Business Administrator to act in accordance within the provisions of “Step Two,” paragraph “2” above, or in the event an answer by him in accordance with provisions thereof is deemed unsatisfactory, the aggrieved party within ten (10) calendar days of the receipt of the answer or from when such answer should have been received, may appeal to an arbitrator for a determination of the grievance. (Step 3). Failure of the aggrieved party to act within ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Three: Arbitration: . If such grievance is not settled at Step Two (2), any party may request the New Jersey Public Employment Relations Commission to have an arbitrator appointed in accordance with their rules.

1. The decision of the arbitrator shall be final and binding on all parties
2. The costs for services of the arbitrator shall be borne equally between the Township and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
3. The parties will direct the arbitrator to decide, as a preliminary questions,

whether he/she has jurisdiction to hear and decide the matter in dispute.

4. Only one (1) issue at a time may be submitted to a single arbitrator.

ARTICLE 40

LEGAL DEFENSE

See Section 4-83 of the West Windsor Township Code.

ARTICLE 41

TERM AND DURATION OF AGREEMENT

The terms and effects of this Agreement shall be effective as of the first (1st) day of January, 2010, and shall remain in full force and effect until the thirty first (31st) day of December, 2012. The terms and conditions of this agreement shall remain in full force and effect for the specified duration of the agreement and/or until such time as a successor to same is executed by the respective parties.

Any provision of this Agreement may be changed, supplemented or altered in writing at any time, provided both parties mutually agree. All appendices and amendments of this Agreement shall be numbered (or lettered), dated, and signed by the responsible parties and shall be subject to all the provisions of this agreement.

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 42

PREVAILING RIGHTS

The Township agrees it will not change any terms and conditions of employment directly affecting the working conditions of employees whether expressed in this agreement or otherwise, without negotiating the same with the Union.


ARTICLE 43

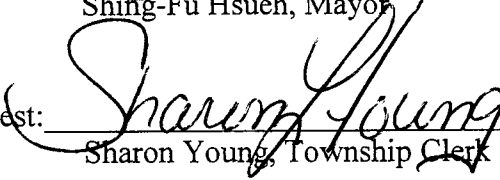
SUCCESSORS

This agreement will be binding upon the successors and assigns of the parties hereto, and no provision, term, or obligation herein contained will be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any kind of change in management or governing entity of either party hereto, or by any change, geographical or otherwise in the location or place of business of either party.

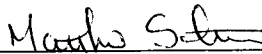
SIGNATURE PAGE

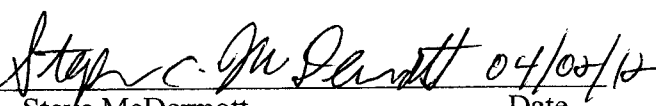
TOWNSHIP OF WEST WINDSOR
MERCER COUNTY, NEW JERSEY

BY:  4/17/12
Shing-Fu Hsueh, Mayor Date

Attest:  4/17/12
Sharon Young, Township Clerk Date

WEST WINDSOR PROFESSIONAL FIREFIGHTERS ASSOCIATION
LOCAL 3610 OF THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
AFL-CIO, CLC

BY:  4/2/12
Matthew Schmidt Date
President, IAFF Local 3610

BY:  04/02/12
Steve McDermott Date
Secretary-Treasurer, IAFF Local 3610