

1838

CONTRACT
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL No. 290
AND
BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT No. 1
WOODBIDGE, NEW JERSEY
TERM - MARCH 1, 1994
TO AND INCLUDING
FEBRUARY 28, 1997

CONTENTS

ITEM	Page	ITEM	Page
Contract Agreement Signed	21	Protection of Rights	18
Examination and ID	18	Riots and Police Duties	19
Fire Prevention	16	Safety and Health Committee	17
Grievance Procedure	8	Sanitary Conditions	19
Holidays	7	Savings Clause	20
Inspection of Payroll Records	19	Schools and Tuitions	20
Leave of Absence	4	Scope of Agreement	1
Line of Duty Injuries	19	Seniority	16
Longevity	12	Sick Leave	6
Maintenance of Standards	18	Successor Clause	20
Managements Rights	2	Successors and Assigns	20
Manpower	19	Termination Clause	21
Medical/Surgical Plan	14	Time Off	3
Motorized Apparatus	19	Training	17
Mutual Aid	19	Uniforms & Personal Equipment	14
Overtime	12	Union Activity	1
Pensions	15	Union Security	1
Prevailing Rights	20	Vacation Pay	5
Probation Period	17	Wages	9
		Workday and Work Week	15

ARTICLE I - SCOPE OF AGREEMENT

SECTION 1. For the purpose of reaching a mutual understanding between the Fire District #1 and the men of its Fire Department, and to promote harmonious relationships between the parties, and effect good and efficient services, the parties have entered into this agreement to cover all the full-time men in the Fire Fighting Force employed by the District in the operation of its Fire Department.

SECTION 2. Employees covered by this agreement are all full-time men of the paid Fire Department and employed by the Board of Fire Commissioners Fire District No. 1.

SECTION 3. This contract shall govern all wages, hours, grievances and other conditions herein set forth.

SECTION 4. This agreement shall be binding upon the parties hereto, their successors, and assigns, to the extent that same in now or may be hereafter permitted by law.

SECTION 5. If there is a conflict between the general rules and regulations of the Department, and this agreement, the terms and provisions of this contract shall apply, to the extent that the same is permitted by law.

SECTION 6. Whenever a male gender is used in this agreement it shall be construed to include male and female employees.

ARTICLE II - UNION SECURITY

SECTION 1. The "EMPLOYER" hereby recognizes the "UNION" as the sole and exclusive representative of the full-time employees set forth in Article I for the purpose of collective bargaining. These activities shall include the presentation of grievances and proposals relating to the violation of this agreement, and with reference to all terms and conditions of employment.

SECTION 2. Check off. The "EMPLOYER" agrees to deduct from the pay of all members of the "UNION" all dues, as required by the Union rules and regulations whose authorization therefore is filed with the District Clerk or Secretary. All such deductions shall be remitted to the proper official of the Union before the expiration of the month.

ARTICLE III - UNION ACTIVITY

SECTION 1. Any employee or member of the UNION, acting in any official capacity whatsoever, shall not be discriminated against for his acts as such official of the union. There shall not be any discrimination against any employee because of UNION membership or activities.

ARTICLE III - UNION ACTIVITY (cont'd)

SECTION 2. Any new rules or modifications or present rules shall be discussed with the majority representatives prior to their establishment as per Chapter 303 of the Laws of 1968. 34:13-A-1 Et. Seq. New Jersey Employee Relations Act.

SECTION 3. Authorized representative(s) of the UNION shall be allowed to visit the fire station, or District office, for the purpose of ascertaining whether or not this agreement is being observed. This right shall be exercised reasonably. Upon entering the premises, the authorized representative shall notify the department head or in his absence of the department head, a subordinate. Such representative shall not interfere with normal conduct of work within the department.

ARTICLE IV - MANAGEMENT'S RIGHTS

SECTION 1: Except as specified in this agreement, the Board hereby retains and reserves itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States including the following rights:

- a) The executive management and administrative control of Fire District No. 1 and its properties and facilities, and the activities of its employees while on duty.
- b) To hire all employees subject to the provisions of law, to determine their qualifications, or assignment and to promote and transfer employees. Employees may be assigned to perform any duty related to firefighting, rescue, salvage, care, maintenance, or housekeeping of the firehouse, community relations, fire prevention and training. It is understood that this will not encompass construction, plumbing, electrical, painting, carpentry, masonry, or other such maintenance work and mechanical work normally performed by non-unit employees.
- c) To suspend, demote, discharge or take disciplinary actions for good and just cause according to law.
- d) The Board will establish, maintain and amend a work book of rules and regulations for the operation of the department, with respect to general conduct and appearance of the members. It is further agreed that the board will consult with the Union during its consideration of the code book of rules and regulations. Within 30 days after the list of rights and privileges are submitted by the Union, the Board will begin formulating the code book of rules and regulations. The impact and/or implantation of the provisions of this paragraph shall be subject to collective bargaining between the parties before finalization of said rules and regulations. In the event of a deadlock in negotiations under the provisions of this section, the issues in dispute shall be submitted to binding interest arbitration with an arbitrator supplied by PERC or in the event a PERC arbitrator is not timely available, an arbitrator shall be supplied by the American Arbitration Association. The arbitrator's fees shall be shared equally by the parties.

ARTICLE V - TIME OFF

SECTION 1. Employees shall be granted time off without deduction from pay for the following requests:

a) Death in family. Up to two consecutive working days of leave for death in the family shall be granted to firefighters and up to four consecutive working days leave for death in the family shall be granted to firefighters assigned to the Fire Prevention Bureau starting from the date such death occurs, to and including day of burial, for the following: mother, father, sister, brother, spouse, children, grandparents, grandchildren, step-father, step-mother, step children, father-in-law or mother-in-law. Up to one working day of leave for firefighters and up to two consecutive working days for firefighters assigned to the Fire Prevention Bureau for death in the family shall be granted for the following direct blood line: aunt, uncle, niece, or nephew. An employee shall also be granted a reasonable amount of time for the purpose of travel if the funeral is out of town, subject to the approval of the Board. In the event that the death occurs while the employee is on duty, the employee shall be granted the remainder of the shift off with pay and shall thereafter commence bereavement leave.

Blood line example: your father's sister or brother, not your father's or mother's sister or brother's husband or wife.

b) Serious illness in the immediate family, necessitating employee's presence. It is the intention of this provision to allow the Firefighter a reasonable time to attend to an emergent illness which is not to encompass those situations wherein attendance for a long term or of a custodial nature is indicated.

c) Three (3) personal days each year may be taken at any time, provided written notice is given forty-eight (48) hours in advance; however, in no event shall two (2) employees on the same shift receive a personal day on the same day. A personal day may be split and taken in a twelve hour interval or a twenty-four hour interval, however, no two firefighters shall take a split personal day at the same time. In Fire Prevention, a personal day may be split and taken in a five hour interval or a ten hour interval. The personnel chairman may, however, grant a personal day to a second firefighter on the same day in the event of a personal emergency. Said granting shall be in the sole discretion of the personnel chairman.

A probationary employee may not take any personal days during the term of probation. However, at the conclusion of the probationary period said probationary employee shall be entitled to one personal day for each completed four (4) month period of service until the end of the contract period. Probationary time shall be utilized in computations for personal days.

d) Personal days can not be accumulated.

ARTICLE V - TIME OFF (cont'd)

SECTION 2. The employer agrees to allow time off to any employee who provides a substitute firefighter of same rank capable to perform his tour of duty, to work his tour of duty. Such request shall be granted at the discretion of the Captain. If the Captain denies a request for a substitute firefighter, the Captain shall submit his reasons, in writing, to the Commissioner of Personnel, with a copy to the firefighter who has been refused.

SECTION 3. Time of for Union Activities. The employer agrees to grant the necessary time off, without discrimination, to employees designated by the Union to attend local, state and international meetings, conventions and seminars; meetings between the Local Union and the Employer for the purpose of negotiating the terms of an agreement; meetings between officials and representatives of the Employer for the purpose of processing grievances; arbitration proceedings; court and administrative proceedings where the Local is a party; and administrative and court proceedings where attendance is compelled under subpoena. With the exception of the attendance at the International Union's congressional caucus, paid time off for union activities will not be granted for lobbying activity. The Union shall give forty-eight (48) hours written notice of such designation to the Employer. No more than three (3) employees shall be granted time off at any one time, or more than one (1) employee per shift, except for the International convention when no more than four (4) employees shall be granted time off at any one time, or more than two (2) employees per shift. A certificate of attendance shall, upon advance request, be submitted by the union representative so attending. The Union shall notify the Employer of the identity of all Union officers and representatives eligible for paid leave under this provision sixty (60) after the Union elections each year.

Days 60 - 60

ARTICLE VI - LEAVE OF ABSENCE

SECTION 1. Any employee desiring a leave of absence from his employment shall secure written permission from the Employer. The maximum leave shall be six (6) months. If a leave is refused an employee, the matter shall be referred to the grievance procedure. All leaves of absence shall be granted in conformity with the rules and

regulations of the Department of Civil Service. Applications for leave of absence shall be made in writing at least two weeks prior to the date of which the leave is to commence, except in case of emergency.

SECTION 2. *Military Clause.* An employee entering the Military or Naval Services of the United States, pursuant to the provisions of the current statutory law, shall be granted all rights and privileges by this Act.

ARTICLE VI - LEAVE OF ABSENCE

SECTION 3. *Terminal Leave.* An employee who has filed an application for retirement shall be granted leave with pay as follows:

If the employee has served for over twenty (20) years, the employee shall receive three (3) working days leave for each year up to twenty-five (25) years of service. The time during which an employee has been on leave of absence shall not be counted in calculating the years of service for allowance of terminal leave. The time granted for terminal leave shall be consecutive working days. For the purpose of this section, five (5) days out of a seven (7) day week shall be considered working days. All monies due to the employee under the provisions of this section shall be paid on the last day of service. Said payment shall include all accumulated benefits not previously paid pursuant to the contract.

ARTICLE VII - VACATION PAY

SECTION 1.

- a) Employees with over one (1) year of service shall receive two (2) weeks vacation.
- b) Employees hired before the signing of this agreement, with over four (4) years of service shall receive three (3) weeks vacation. Employees hired after the signing of this agreement shall receive three (3) weeks vacation after five (5) years of service.
- c) Employees with over ten (10) years of service shall receive four (4) weeks vacation.
- d) Employees with over twenty (20) years of service shall receive five (5) weeks vacation.

SECTION 2.

- a) The vacation schedule shall be filed, in writing, with the Commissioner of Personnel by April 30th of each year, but in no event thirty (30) days prior to the vacation requested by the firefighter. Any change in schedule shall be subject to written endorsement by the commissioner of Personnel.
- b) The time for vacation of each employee shall be determined by:
 - 1) Seniority in rank.
 - 2) Time in service.

SECTION 3. The Bureau of Fire Prevention vacation shall not be assigned during the period of Fire Prevention Week.

SECTION 4. The Employer agrees that an employee on sick leave shall not be put on the vacation roster if such employees sick leave coincide, and his vacation shall be granted at a later date; except, an employee becoming sick while on vacation shall not have his vacation rescheduled.

ARTICLE VII - VACATION PAY (cont'd)

SECTION 5. Vacation pay shall be paid in advance of vacation on the payday of the week preceding the start of the employees vacation period.

SECTION 6. In case of the death of an employee, all vacation pay due him shall be paid to the employee's estate.

SECTION 7. Employees shall be permitted to exchange vacation time.

SECTION 8. A vacation week shall consist of two (2) consecutive twenty-four (24) hour work days.

SECTION 9.

a) The senior man on a shift shall select his primary weeks vacation during the last week in March; the next senior man shall select his primary weeks vacation during the first week in April; the next senior man shall select his primary weeks vacation during the second week in April; the next senior man shall select his vacation during the third week in April; the next senior man shall select his primary weeks during the fourth week in April.

b) Vacation assignment shall be determined by:

- 1st man in seniority shall pick two primary weeks
- 2nd man in seniority shall pick two primary weeks
- 3rd man in seniority shall pick two primary weeks
- 4th man in seniority shall pick two primary weeks
- 5th man in seniority shall pick two primary weeks

After all members select their primary weeks, members with more than two weeks shall select their remaining weeks by seniority.

SECTION 10. The vacation for the Fire Prevention Bureau shall consist of four (4) consecutive ten (10) hour days.

Firefighters assigned to the Fire Prevention Bureau may take one (1) weeks vacation one day at a time. The Commissioner of Fire Prevention shall be notified forty-eight (48) hours in advance of taking said vacation day.

ARTICLE VIII - SICK LEAVE

SECTION 1. The past practice of granting sick leave shall be continued.

SECTION 2. Employees that are out more than two (2) work days will be required to have a doctor's certificate upon returning to work. Employees that are assigned to the Fire Prevention Bureau that are out more than four (4) work days will be required to have a doctor's certificate upon returning to work.

ARTICLE VIII - SICK LEAVE (cont'd)

SECTION 3. Employees that are out more than four (4) separate occurrences will be required to have a doctor's certificate for every time out sick for the rest of that calendar year.

SECTION 4. Any employee that does not have a doctor's note upon returning to work will not be paid for that time out sick.

SECTION 5. Any employee, who has at least one year of continuous service at the end of the contract year and who has not been out sick during the contract year, will receive two (2) extra personal days off the following contract year. Such personal days shall not be accumulated.

ARTICLE IX - HOLIDAYS

SECTION 1. The following days shall be considered holidays and all Employees shall be compensated \$80.00 for each said day:

New Years Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	General Election Day
Good Friday	Thanksgiving
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day
Labor Day	Day after Christmas

SECTION 2. Holiday pay shall be payable in two (2) payments. 50% of holiday pay for the year shall be paid during the Memorial Day week and 50% shall be paid during the first week in December.

SECTION 3. The Fire Prevention Bureau shall receive, in lieu of money, the day off on each of the above mentioned holidays.

SECTION 4. If a holiday falls on a Friday or Saturday, the firefighters assigned to the Fire Prevention Bureau who are not scheduled to work the holiday, shall have the scheduled work day or days prior to the holiday off. If a holiday falls on a Sunday, Monday or Tuesday, firefighters assigned to the Fire Prevention Bureau, who are not scheduled to work the holiday, shall have the scheduled work day or days following the holiday off.

ARTICLE X - GRIEVANCE PROCEDURE

SECTION 1. Definition of a grievance: A grievance is a complaint, a view or an opinion pertaining to conditions or relationship between an employee and a superior or between an employee and another employee regarding employment. Grievance are concerned with work conditions, light, heat, sanitary facilities, safety, type and location of work assignments, work load and attitude of superiors.

SECTION 2. Procedure for presenting a grievance:

Step 1. The potential grievance should be discussed between both parties, within fifteen (15) days of the alleged incident. If no meeting of the minds is reached, then on to step 2.

Step 2. The president of the union, or his duly assigned representative, shall be recognized by the employer for the purpose of taking up grievances arising under the terms of this contract. The grievance may be taken up with or without the presence of the employee involved. The grievance shall be submitted to the EMPLOYER in writing, within thirty (30) days of the date of the occurrence of the grievance or within fifteen (15) days of the date the aggrieved employee becomes aware of the grievance. The UNION shall submit the written grievance to the clerk of the Board of Fire Commissioners. The clerk of the Board of Fire Commissioners or the president of the Board of Fire Commissioners shall answer the grievance within fifteen (15) days of the receipt of the grievance upon the aggrieved employee, and the UNION.

Step 3. If the grievance is not settled to the satisfaction of the UNION, and/or the aggrieved employee within fifteen (15) days as provided in Step 1, then the UNION may submit the grievance to arbitration; provided the application for arbitration shall be filed within fifteen (15) days after service of the answer of the grievance has been served upon the aggrieved employee and the UNION.

Step 4. Arbitration. If the grievance has not been settled through the grievance procedure, then the employee or the UNION may request PERC, in accordance with the rules and regulations, to appoint an Arbitrator who shall have its full power to hear and determine the dispute between the parties. The arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all parties. The cost of arbitration shall be borne equally by both parties. The arbitrator shall have no right to vary or modify the terms and conditions of the agreement.

SECTION 3. Any employee who chooses to proceed pursuant to Article XXIV of this agreement, waives his right to proceed through the grievance procedure of Article X including arbitration.

SECTION 4. All correspondence between the Board and the Union required to be filed by the grievance procedure shall be filed by certified or registered mail.

ARTICLE XI - WAGES

SECTION 1. The annual salaries of the full time officers and members of the fire department, Fire District #1 shall be as follows:

Effective March 1, 1994

1st year service	\$ 34,916.53
2nd year service	\$ 39,042.44
3rd year service	\$ 43,053.28
4th year service	\$ 47,242.09
Captain	\$ 52,502.90

Effective March 1, 1995

1st year service	\$ 36,662.36
2nd year service	\$ 40,994.56
3rd year service	\$ 45,205.94
4th year service	\$ 49,604.19
Captain	\$ 55,128.05

Effective March 1, 1996

1st year service	\$ 38,495.48
2nd year service	\$ 43,044.29
3rd year service	\$ 47,466.24
4th year service	\$ 52,084.40
Captain	\$ 57,884.45

SECTION 1a. The annual salaries for firefighters assigned to Fire Prevention shall be as follows:

Fire Official

Effective March 1, 1994

1st year service	\$ 35,449.24
2nd year service	\$ 39,572.04
3rd year service	\$ 43,582.88
4th year service	\$ 47,771.69
Captain	\$ 53,032.51

Effective March 1, 1995

1st year service	\$ 37,221.70
2nd year service	\$ 41,550.64
3rd year service	\$ 45,762.02
4th year service	\$ 50,160.27
Captain	\$ 55,684.13

Effective March 1, 1996

1st year service	\$ 39,082.79
2nd year service	\$ 43,628.17
3rd year service	\$ 48,050.12
4th year service	\$ 52,668.29
Captain	\$ 58,468.34

Fire Inspector

Effective March 1, 1994

1st year service	\$ 35,331.96
2nd year service	\$ 39,457.26
3rd year service	\$ 43,468.71
4th year service	\$ 47,657.53
Captain	\$ 52,918.33

Effective March 1, 1995

1st year service	\$ 37,098.56
2nd year service	\$ 41,430.12
3rd year service	\$ 45,642.14
4th year service	\$ 50,040.40
Captain	\$ 55,564.25

Effective March 1, 1996

1st year service	\$ 38,953.49
2nd year service	\$ 43,501.62
3rd year service	\$ 47,924.25
4th year service	\$ 52,542.42
Captain	\$ 58,342.46

SECTION 1b. Effective upon the signing of this contract, the starting rate for new hires shall be \$26,000.00 per year and, thereafter new hires shall advance through four (4) equal annual service increments, the last of which will be equal to the fourth year service step of employees hired prior to the signing of this contract, as follows:

Firefighter

Effective March 1, 1994

1st year service	\$ 26,000.00
2nd year service	\$ 31,310.52
3rd year service	\$ 36,621.04
4th year service	\$ 41,931.56
5th year service	\$ 47,242.09
Captain	\$ 52,502.90

Effective March 1, 1995

1st year service	\$ 26,000.00
2nd year service	\$ 31,901.05
3rd year service	\$ 37,802.10
4th year service	\$ 43,703.15
5th year service	\$ 49,604.19
Captain	\$ 55,128.05

Effective March 1, 1996

1st year service	\$ 26,000.00
2nd year service	\$ 32,521.10
3rd year service	\$ 39,042.20
4th year service	\$ 45,563.30
5th year service	\$ 52,084.40
Captain	\$ 57,884.45

Fire Official

Effective March 1, 1994

1st year service	\$ 26,000.00
2nd year service	\$ 31,442.92
3rd year service	\$ 36,885.84
4th year service	\$ 42,328.76
5th year service	\$ 47,771.69
Captain	\$ 53,032.51

Effective March 1, 1995

1st year service	\$ 26,000.00
2nd year service	\$ 32,040.07
3rd year service	\$ 38,080.14
4th year service	\$ 44,120.21
5th year service	\$ 50,160.27
Captain	\$ 55,684.13

Effective March 1, 1996

1st year service	\$ 26,000.00
2nd year service	\$ 32,667.07
3rd year service	\$ 39,334.14
4th year service	\$ 46,001.21
5th year service	\$ 52,668.29
Captain	\$ 58,468.34

Fire Inspector

Effective March 1, 1994

1st year service	\$ 26,000.00
2nd year service	\$ 31,414.38
3rd year service	\$ 36,828.76
4th year service	\$ 42,243.14
5th year service	\$ 47,657.53
Captain	\$ 52,918.33

Effective March 1, 1995

1st year service	\$ 26,000.00
2nd year service	\$ 32,010.10
3rd year service	\$ 38,020.20
4th year service	\$ 44,030.30
5th year service	\$ 50,040.40
Captain	\$ 55,564.25

Effective March 1, 1996

1st year service	\$ 26,000.00
2nd year service	\$ 32,635.60
3rd year service	\$ 39,271.21
4th year service	\$ 45,906.81
5th year service	\$ 52,542.42
Captain	\$ 58,342.46

ARTICLE XI - WAGES (cont'd)

SECTION 2. Checks will be available at 12:00 noon every Thursday at Fire Headquarters. Checks shall be negotiable at that time. In the event that a holiday falls on a Friday, the payroll checks will be given to the employees on Wednesday.

SECTION 3. Night differential. Firefighter assigned to the Fire Prevention Bureau scheduled for the night shift shall receive a night differential of fifty (50) dollars per week or \$12.50 per night. Night differential will not be paid for vacation, sick, or personal days period.

ARTICLE XII - LONGEVITY

SECTION 1. In addition to the salary, the employer agrees to pay as a fringe benefit longevity increments as follows:

Four (4) years of service completed	3.5%
Nine (9) years of service completed	5.0%
Fourteen (14) years of service completed	6.5%
Nineteen (19) years of service completed	8.0%
Twenty-four (24) years of service completed	9.5%

SECTION 2. Computation of longevity shall commence on anniversary date. Time during which the employee has been on leave of absence shall not be counted in the calculation of years of service for allowance of longevity.

SECTION 3. This longevity shall be paid as part of the employees salary.

ARTICLE XIII - OVERTIME

SECTION 1.

a) Employees remaining or recalled to duty for a fire suppression emergency shall be paid a minimum of four (4) hours and will remain on duty for a minimum of two (2) hours up to the duration of the actual fire suppression emergency. Employees remaining or recalled to duty for any other fire related emergency or incident requiring the immediate assistance of the fire department shall be paid a minimum of four (4) hours. Such employee shall be required to remain on duty only for the duration of the actual emergency.

b) All overtime shall be a minimum of four (4) hours and shall be calculated at the rate of one and one-half (1 1/2) times the hourly rate of pay.

c) All department meetings shall be a minimum of two (2) hours overtime.

ARTICLE XIII - OVERTIME (cont'd)

d) All other overtime worked by the Fire Prevention Bureau shall be compensated as per section 1b of this article.

e) If the department is working a three (3) man tour of shift because of vacation, sickness, etc., and apparatus is required to leave the Fire District due to fire or special detail, the officer in charge shall be authorized to call a man in on overtime.

f) All overtime shall be based on a maximum of (12) hour periods.

SECTION 2. In the event that a need for overtime should occur in the Fire Department because of vacations, sickness, manpower shortage or other unforeseen reasons, a firefighter shall be called at least twenty-four (24) hours in advance of the prescribed starting time from the roster. The roster shall be maintained by the Union.

SECTION 3. Five (5) men shall constitute a full company each tour. During vacations or when an employee is on sick leave, three (3) men shall constitute a company. If it is determined a man or men are needed to man the watch desk or an apparatus, the duty roster shall be the only source of manpower. In an emergency the Captain on duty shall select the necessary man or men. The Board in its discretion may maintain a four (4) man shift in the event an employee is out sick, on a personal day or vacation.

SECTION 4. If it is necessary to appoint a fireman as an acting Captain, he shall be paid the captain's rate of pay for the duration of his tenure. Appointments shall be determined by seniority. Any member, so wishing, may refuse the responsibility. If all refuse, senior man must accept.

SECTION 5. All special off duty details out of District #1, ie. parades, shall be considered overtime.

SECTION 6. All overtime shall be considered as part of a members salary and shall be so paid within two (2) weeks.

SECTION 7. An employee shall not work overtime while on vacation or while on a personal day. The employees place on the overtime list shall remain the same. No firefighter, if he has called out on sick leave for his regular tour, will work overtime until after he has completed his next regular tour.

SECTION 8. In the event only two (2) or less men are available for a shift due to sickness, vacation, personal days, or other causes and neither employee is a captain, a captain shall be called in to work from the employees list.

SECTION 9. Overtime shall be rank for rank. Ex.: If a captain is on vacation and a firefighter calls off sick, a firefighter shall be called in; if a firefighter is on vacation and a captain calls off sick, a captain shall be called in.

ARTICLE XIV - UNIFORMS AND PERSONAL EQUIPMENT

SECTION 1.

a) To the extent permitted by law, all uniforms and personal protective equipment listed below shall be purchased and maintained by the employee:

Work Uniform: jackets, pants, shirts, caps, shoes, patches.

A dress uniform must be maintained in the locker at all times, consisting of a dress blue shirt, or a dress white shirt for captains, and a dress blue firefighters uniform. From Memorial day until Labor day, firefighters shall be allowed to wear as part of their uniform, a collared polo shirt; shirts shall be uniform and follow guidelines (ie: patches, nametags) to be set forth jointly by the Union and the Board of Fire Commissioners.

b) All uniforms and personal protective equipment listed below shall be purchased and maintained by the Board:

Turnout coat, helmet, boots, gloves, folding spanner wrench

SECTION 2. All uniforms shall comply with the requirement set forth by the employer.

SECTION 3. *Wearing of Uniforms.* To the extent permitted by law, the work uniform shall be worn at all times in the prescribed manner while the employee is on duty and coming to and from work.

SECTION 4. The dress uniform shall also be worn for parades and funerals. Officer in charge will wear the dress uniform on Board elections. *AS PER LAW
C.V. MS*

SECTION 5. Each man shall receive \$500.00 for uniform maintenance for this contract. The Fire Prevention Bureau shall receive \$550.00 for uniform maintenance for this contract. Said maintenance shall be payable at the next pay after the first Commissioners meeting in May.

SECTION 6. Each man shall receive a uniform allowance of \$45.00. The Fire Prevention Bureau allowance shall be \$75.00. Said allowance shall be payable at the next pay after the first commissioners meeting in May.

ARTICLE XV - MEDICAL SURGICAL PLAN AND LIFE INSURANCE

SECTION 1. The employer agrees to provide at its expense Blue Cross and Blue Shield coverage including Rider "J" and Major Medical Plan for all employees and their dependents or at the employees option a Healthway or HMO program by the Board.

SECTION 2. The Hospitalization Plan shall be reopened annually in accordance with the Blue Cross and Blue Shield contracts.

ARTICLE XV - MEDICAL SURGICAL PLAN AND LIFE INSURANCE (cont'd)

SECTION 3. The Dental Plan which presently covers employees shall remain in effect.

SECTION 4. The Board of Fire Commissioners agrees to provide the benefits within the State Health Benefits Program after retirement, as provided by law to age sixty-five (65).

SECTION 5. The prescription plan and optical plan which presently covers the employee shall remain in effect.

SECTION 6. In order to be effective, any changes or additions to the insurance coverages contained under this ARTICLE shall be reduced in writing and mutually agreed upon by both Employer and Employee.

SECTION 7. The Board shall provide \$40,000.00 Life Insurance protection for each employee.

SECTION 8. All medical, dental , optical and prescription drug benefits shall be continued for the employee retiree, and his legal dependents after retirement and until death of retiree.

ARTICLE XVI - PENSIONS

SECTION 1. The employer will provide pensions for the covered employees in accordance with all state laws.

SECTION 2. The employer shall continue payments while employees are on sick leave.

ARTICLE XVII - WORK DAY AND WORK WEEK

SECTION 1. *Work Week.* The work week shall consist of 42 hours, averaged out over four (4) weeks as follows:

Twenty-four (24) hours on duty and seventy-two (72) hours off duty

SECTION 2. *Work Day.* Starting and quitting time for the work day shall be 7:45 a.m. to 7:45 a.m. the following day.

ARTICLE XVII - WORK DAY AND WORK WEEK (cont'd)

SECTION 3. The work week for the Bureau of Fire Prevention shall be forty (40) hours consisting of four (4) ten (10) hour days.

Sun	Mon	Tues	Weds	Thurs	Fri	Sat
0	0	12-10	12-10	12-10	12-10	0
0	8-6	8-6	8-6	8-6	0	0
0	0	0	8-6	8-6	8-6	8-6

The three man Fire Prevention Bureau shall work a three week rotation schedule. A contract year schedule shall be posted with the rotation schedule based on seniority. See Article XIX.

ARTICLE XVIII - SENIORITY

SECTION 1. Department seniority shall govern all shift assignments to the following extent: any shift transfer shall not cause an employee to lose his priority in selecting a vacation or his then existing seniority priority within a shift. A department seniority list shall be supplied by the Board upon the signing of this contract. In the event any firefighter disputes the seniority list, he shall have access to the grievance procedure contained in this contract, providing the grievance shall be filed within fifteen (15) days after the list is posted at headquarters. The seniority list shall be updated yearly. All promotions shall be governed by Civil Service Procedures. When all factors under such procedures are equal, promotions shall be made giving weight to seniority as the determining factor.

SECTION 2. Men hired at the same time shall have seniority as to the order listed on the Resolution of Appointment.

SECTION 3. Any job opening existing in the department shall be posted for thirty (30) days, with the copy sent to the Union. A probationary member of the department shall not be permitted to bid on the job opening.

ARTICLE XIX - FIRE PREVENTION

Expressly deemed integral part of this contract shall be the "Duties and Responsibilities of the Fire Inspector" and general rules and regulations, copies of which are attached to this agreement. The parties to this contract agree that the work day and work week of the firefighters manning the Fire Prevention Bureau shall remain status quo. In the event both parties agree to reopen this particular provision only, it may be reopened concerning matters of additional staffing and any other matters subject to negotiation.

ARTICLE XX - PROBATION PERIOD

SECTION 1. All new employees shall be considered probationary from the date of their hire up to a period of six (6) months. It is understood and agreed that probationary employees shall not have access to the grievance procedure contained herein.

SECTION 2. All bids on job openings are subject to approval by the employer.

SECTION 3. After the conclusion of the probationary period a man may bid on any openings that may exist in the department.

ARTICLE XXI - SAFETY AND HEALTH COMMITTEE

The general safety and health for members of the Woodbridge Paid Fire Department is the responsibility of the Board of Fire Commissioners after recommendation from a joint labor management safety and health advisory committee. Such committee shall have the responsibility for making recommendations on safety and health matters impacting members of the Woodbridge Paid Fire Department. Such safety and health considerations shall include operations, protective equipment and technological innovations. The committee shall meet at the call of the chair but in no event less than twice per year. The committee shall consist of two (2) members of the Board of Fire Commissioners appointed by the President and two (2) members of IAFF Local 290 appointed by the president. Committee action shall be taken upon vote of the members. Unresolved safety and health issues after recommendations by the committee shall be subject for the arbitration process contained in Article X.

ARTICLE XXII - TRAINING

SECTION 1. The Board agrees to standardized training for all men in the department.

SECTION 2. Whenever Firefighters are required by the Board of Fire Commissioners to attend school, court or meetings within the scope of their employment, the transportation will be provided by the Board of Fire Commissioners.

SECTION 3. The Board recognizes that firefighters who maintain an up-to-date State training certification and have obtained that certification at their own expense and on their own time provide a valuable asset to the fire district. Those firefighters shall receive an annual stipend of \$500.00. In the event the certification is received within the contract year, the stipend shall be pro-rated. The Union recognizes that it is a management prerogative to assign firefighters to train paid firefighters during their respective tour of duty. Full payment will be made on the last payment period in August of each contract year.

ARTICLE XXIII - MAINTENANCE OF STANDARDS

SECTION 1. Protection of conditions. The employer agrees that all conditions of employment relating to wages, hours of work, overtime, differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the signing of this agreement, pursuant to Chapter 303 of the laws of 1968. (N.J.S.A 34:13A-1 Et Seq) New Jersey Employer Employee Relations Act.

SECTION 2. Extra Contract Agreements. The employer shall not enter into any agreements with Employees which in any way conflicts with the terms of this contract, and shall recognize only officials of the Union as official representatives.

ARTICLE XXIV - PROTECTION OF RIGHTS

SECTION 1. Appeal from Discharge or Suspension. A discharged or suspended employee must notify the local union in writing within five (5) days of his desire to appeal such discharge or suspension. Notice of appeal from discharge or suspension must be made to the employer within ten (10) days. Nothing herein shall be construed to deny and individual employee his right under State Laws and regulations (Title 40A:1422).

SECTION 2. Separation of Employment. Upon discharge or voluntary quitting, the employer shall pay all monies due the employee on the payday in the week following his termination. Earned vacation time will be included in such payments.

ARTICLE XXV - EXAMINATION AND I.D.

SECTION 1. Physical, mental or other examinations required by the employer shall be complied with by all employees, provided, however, the employer shall bear all charges for such examinations.

SECTION 2. The employer reserves the right to select its own examiner or physician, and the Union may, if it believes an injustice has been done to an employee, have said employee re-examined at his own expense. This is not to be construed to mean that any employee must be treated by a physician other than the one of his choice, for service connected injuries.

SECTION 3. The Board of Fire Commissioners shall provide metal name tags agreed upon by the local, to be worn by all members during working hours.

SECTION 4. Employees shall be provided with a valid identification card. The cost involved for the making of these cards to be borne by the Union.

ARTICLE XXVI - INSPECTION OF PAYROLL RECORDS

The secretary of the Union or his authorized representative shall have the right to inspect the employers payroll records or pension fund records at a mutually convenient time.

ARTICLE XXVII - RIOTS AND POLICE DUTIES

SECTION 1. The employees shall not be required to perform any police duties.

ARTICLE XXVIII - MUTUAL AID

SECTION 1. The employer shall see that the employees who are either injured or killed while rendering aid to a neighboring community are fully covered by insurance and pensions (Title 40A:14-26).

ARTICLE XXIX - LINE OF DUTY INJURIES

A member hospitalized due to line of duty injuries shall be provided with semi-private accommodations.

ARTICLE XXX - MOTORIZED APPARATUS

All motor vehicle apparatus shall be kept up to N.F.P.A standards, and meet all N.J. Motor Vehicle Inspection Standards.

ARTICLE XXXI - MANPOWER

The Department shall be maintained at a force sufficient to combat and prevent fires. The number of Firefighters employed shall be in the sole discretion of the Board of Fire Commissioners.

ARTICLE XXXII - SANITARY CONDITIONS

SECTION 1. All sanitary facilities in the firehouse such as toilets, showers, wash basins, etc., shall be kept in good working order.

SECTION 2. The employer agrees to provide the following furnishings and replace such furnishings when deemed essential: lockers, beds and bedding for each employee, an adequate amount of chairs, tables and lunch facilities.

- a) Clean linen shall be provided each week.
- b) Mattresses, pillows and blankets shall be replaced as their wear deems necessary.

ARTICLE XXXIII - SUCCESSOR CLAUSE

If a successor contract is not signed by the expiration date, all monies and benefits shall be retroactive from the initial contract date. All retroactive monies shall be paid by separate check within a reasonable time.

ARTICLE XXXIV - SAVINGS CLAUSE

SECTION 1. In the event any section of this contract is declared illegal or invalid by a court or agency of competent jurisdiction, it shall be deleted from this contract and the remaining sections shall continue in effect.

SECTION 2. In the event any section of this contract is rendered illegal or invalid as set forth above, the parties agree to immediately meet to renegotiate provisions replacing said invalid or illegal provisions.

ARTICLE XXXV - SCHOOLS AND TUITION

SECTION 1. Any man finishing probationary period, who is required or ordered to attend any school beyond his normal duty hours shall be compensated by equal time off.

SECTION 2. The employer agrees to pay all tuition costs whether it is required or voluntary schooling, up to and including Fire Science Courses; however, proof of course completion is required under this section.

ARTICLE XXXVI - PREVAILING RIGHTS

SECTION 1. All rights and privileges held by employees at the present time which are not included in the Agreement shall remain in full force, unchanged and unaffected in any manner, unless changed by mutual agreement.

ARTICLE XXXVII - SUCCESSORS AND ASSIGNS


To the extent permitted by law, this agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, obligations or past practices herein contained or referenced shall be affected, modified, altered or changed in any respect whatsoever by consolidation, merger, annexation, transfer or assignment. The Employer shall give sixty (60) days notice in advance of such proposed consolidation merger, annexation, transfer or assignment and shall thereafter meet with the Union to negotiate over the effects of such consolidation, merger, annexation, transfer or assignment. The Employer shall give sixty (60) days advance notice of the existence of this collective negotiations agreement and of the current terms and conditions of employment of its employees to all parties to such proposed consolidations, merger, annexations, transfer or assignment.

ARTICLE XXXVIII - TERMINATION CLAUSE

This agreement shall be in full force and effect from March 1, 1994 to and including February 28, 1997.

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CONTRACT AGREEMENT SIGNED:




President, Board of Fire Comm.



President, I.A.F.F./Local #290

Witness



Secretary, Board of Fire Comm.



Secretary, I.A.F.F. Local #290