

CONTRACT

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL NO. 290

AND

BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO. 1
WOODBIDGE, NEW JERSEY

TERM JANUARY 1, 2007
TO AND INCLUDING
DECEMBER 31, 2010

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ARTICLE I - SCOPE OF AGREEMENT

SECTION 1: *For the purpose of reaching a mutual understanding between the Fire District #1 and the paid firefighters of the District 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 members of 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 members of the paid Fire Department, excluding any employee who is not entitled to membership in the Police and Fireman's Retirement Systems and further specifically excluding the Principal Clerk Typist.*

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 is 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. The "EMPLOYER" agrees to deduct from the pay of all members enrolled in the deferred compensation program and in the State of New Jersey annuity program, respectively whose authorization therefore is filed with the District Clerk or Secretary. The deductions for the State of NJ annuity program must be remitted as outlined under the program.*

SECTION 3: *Agency Shop. All employees covered by this agreement must as a condition of employment pay the 80% of the regular union dues or the statutory authorized fee to the Union. The employer shall continue to collect the union dues as set by the Union Treasurer and forward said dues to the Union. The employer shall be held harmless as to the liability regarding any challenge to the agency shop provision brought by an employee.*

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.*

SECTION 2: *Any new rules or modifications of 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 employee 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 implementation 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/officers and up to four consecutive working days leave for death in the family shall be granted to firefighters/officers 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/officers and up to two consecutive working days for firefighters/officers 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. Up to one working day of leave for firefighters/officers and up to two consecutive working days for firefighters/officers assigned to Fire Prevention Bureau for death in the family shall be granted for the following: sister-in-law and brother-in-law. 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) 3 days each year for Fire Suppression 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 eight, twelve, sixteen hour intervals or a twenty-four hour interval, however, no two firefighters shall take a split personal day at the same time. 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.

In Fire Prevention, 7 days each year may be taken at any time, provided written notice is given forty-eight (48) hours in advance. In Fire Prevention, a personal day may be split and taken in a four hour interval or an eight hour interval.

If a Firefighter and an Officer are off on the same day, another Firefighter or Officer, based on department seniority, may take a personal day.

d) Personal days can not be accumulated.

SECTION 2: The employer agrees to allow time off to a firefighter who provides another firefighter to perform and work his tour of duty. Officers need not be of same rank for purposes of substitution. 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 off 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) days after the Union elections each year.

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 to 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.

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-six (26) 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.

The employee may elect to receive the payment in equal installments instead of receiving a lump sum payment. Payments may be issued either in May or December over a period not to exceed four years. The employer must be notified by November of the year prior to retirement of payment option, unless extenuating circumstances occur, which may necessitate a notification date other than November.

For employees with start dates of or after July 1, the employer will allow the following:

If the employee's start date is in July, then the employee may work 30 years and 6 months at 13% longevity.

If the employee's start date is in August, then the employee may work 30 years and 5 months at 13% longevity.

If the employee's start date is in September, then the employee may work 30 years and 4 months at 13% longevity.

If the employee's start date is in October, then the employee may work 30 years and 3 months at 13% longevity.

If the employee's start date is in November, then the employee may work 30 years and 2 months at 13% longevity.

If the employee's start date is in December, then the employee may work 30 years and 1 month at 13% longevity.

As stated above, if the employee's start date is the first of the month, then the employee must work the next work day which will be classified as the last working date. Example, for a start date July 1, 1979, 30 years and 6 months would be completed January 1, 2009, and the official last work day must be January 5, 2009.

ARTICLE VII - VACATION PAY

SECTION 1:

- a) Employees with over one (1) year of service shall receive two (2) weeks vacation.*
- b) Employees with over five (5) years of service shall receive three (3) weeks vacation.*
- c) Employees with over ten (10) years of service shall receive four (4) weeks vacation.*
- d) Employees with over eighteen (18) years of service shall receive five (5) weeks vacation.*
- e.) Employees with over twenty-eight (28) years of service shall receive six (6) weeks vacation.*

SECTION 2:

- a) The vacation schedule shall be filed, in writing, with the Commissioner of Personnel by February 1st of each year, but in no event thirty (30) days prior to the vacation requested by the Employee. 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 department seniority. Seniority for the Officers shall be determined by their time in the department.*

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 employee's sick leave coincides, and his vacation shall be granted at a later date; except, an employee becoming sick while on vacation shall not have his vacation rescheduled.*

SECTION 5: *Vacation pay shall be paid in advance of vacation on the payday of the week preceding the start of the employee's vacation period. A full week's vacation must be taken for this clause to take effect.*

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) twenty-four (24) hour work days.*

SECTION 9:

a) The senior firefighter on a shift shall select two weeks vacation during the first week in January; the next senior firefighter shall select two weeks vacation the next workweek; the next senior firefighter shall select two weeks vacation the next workweek; the next senior firefighter shall select two weeks vacation. After a firefighter makes their selection the next shall begin the time allotment for vacation. Firefighters with more than two weeks vacation shall then continue to select their remaining weeks by the above stated method, one week at a time.

b.) The senior Officer on a shift shall select two weeks vacation during the first week in January; the next senior Officer shall select two weeks vacation the next workweek. After an Officer makes his selection the next shall begin the time allotment for vacation. The Officer with more than two weeks vacation shall then continue to select their remaining weeks by the above stated method, one week at a time.

Only one firefighter per shift can take a vacation at one time.

Only one Officer per shift can take a vacation at one time.

SECTION 10: *The vacation for the Fire Prevention Bureau shall consist of five (5) consecutive eight (8) hour days. Firefighters assigned to the Fire Prevention Bureau may take two (2) weeks vacation one day at a time only in vacation selection weeks three (3) through six (6). The Commissioner of Fire Prevention shall be notified forty-eight (48) hours in advance of taking said vacation day.*

Without taking rights from firefighters assigned to the Fire Prevention Bureau, firefighters and Officers shall have the right to take two vacation weeks in four twenty-four hour days only in vacation selection weeks three (3) through (6). The first two vacation selection weeks must be in full weeks. If a firefighter or an officer has 6 weeks vacation allowed, the first two selection weeks must be in full weeks, weeks three (3) to (4) shall be taken in four twenty-four hour days, and the last two vacation selection weeks must be in full weeks. Members with only two weeks vacation shall be able to select one week in days.

ARTICLE VIII - SICK LEAVE

SECTION 1:

- 1.) *Each employee shall receive one and one-quarter (1 ¼) days of sick leave for each month of service in the first year for a total of fifteen (15) sick days per year.*
- 2.) *A sick day in fire suppression is equal to 12 hours; in the fire prevention bureau it is equal to 8 hours.*
- 3.) *Sick time can be accumulated. Employees shall accumulate sick leave from their first day of employment.*
- 4.) *It shall take two twelve hour sick days for one twenty-four (24) shift off in fire suppression. Sick leave may be taken in twelve (12) hour increments for suppression and four (4) hour increments for fire prevention.*
- 5.) *Sick leave may also be taken for medical and dental appointments and illness or emergency situations in the employee's immediate family.*
- 6.) *Time in the bank will be credited as follows:*
 - 1.) *All employees from 1995 to the present shall be credited with fifteen (15) sick days per year minus the sick days that have been taken during this time. Amount after reduction is time considered in the bank effective start of this contract.*
 - 2.) *For all employees employed prior to 1995, shall receive in addition to time listed above, another six (6) sick days per year from hire year to 1994 (twelve (12) hours each for fire suppression time or ten (10) hours each for fire prevention time) credited to sick time bank. Sick time bank will be total hours between suppression and the fire prevention bureau. Time will be pro-rated, if necessary, based on permanent transfers. No temporary assignments shall be considered.*
 - 3.) *Any employee who was employed with the Board after 1995 and has used more sick days than he has earned shall have a bank of zero.*
 - 4.) *Said sick time will be calculated by the employer and written notification of banked time will be provided to employees and maintained in their personnel file.*
- 7.) *If a firefighter/officer who is assigned to fire prevention becomes ill on duty or has a family emergency and has worked the first 4 hours of his shift from 08:00 to 12:00 of his shift he shall not be charged for a sick day. If the firefighter/officer leaves before the stated times then a sick day shall be charged.*

If a firefighter/officer who is assigned to fire suppression becomes ill on duty and has worked the first 4 hours of his shift from 07:45 to 11:45 of his shift he shall be charged for one (1) sick day. If the firefighter/officer leaves before the stated times then two (2) sick days shall be charged. If the firefighter/officer becomes ill on duty after 23:45 of his shift then no sick days shall be charged. However, if a firefighter/officer becomes ill on duty and leaves after 23:45 before a scheduled vacation week, then the firefighter/officer must have a doctor's note upon return to work. For sickness on duty the firefighter/officer must take off the remainder of the twenty-four (24) shift.

If a firefighter/officer who is assigned to fire suppression has a family emergency and has worked the first 4 hours of his shift from 07:45 to 11:45 of his shift he shall not be charged for a sick day, if he is able to return to duty before 19:45. Firefighter/Officer must call the watch desk by 17:30 to advise Officer of ability to return to duty so that proper arrangements can be made for coverage. If he does not return to duty by 19:45 then one (1) sick day shall be charged. If the firefighter/officer leaves before the stated times then two (2) sick days shall be charged. If the firefighter/officer leaves for a family emergency after 23:45 of his shift then no sick days shall be charged. If a firefighter/officer leaves for a non-medical family emergency and the next shift is a vacation week, the employee will get one allowance in calendar year where a doctor's note is not required. If the employee has further such occurrences in the same calendar year, then the employee must get employer pre-approval before leaving the firehouse.

Family Emergency – Employees may leave for a family emergency after 19:45 hours and must return by 23:00 hours and no sick time will be charged. However, if it causes overtime then the employee will be charged a 12 hour sick day. (Since it is a 12 hour charge, it is not considered an occurrence.)

- 8.) If a firefighter/officer sustains a major injury, sickness or disability which is related to his employment, then he shall be entitled to full salary during the period of up to one (1) year from said disability or injury or sickness and there shall be no use of the accumulated sick time. For periods after one (1) year, accumulated sick time must be used.*
- 9.) Upon retirement, the employer agrees to buyback up to thirty (30) days at the employee's current rate of pay at eight (8) hours per day. All monies due to the employee under the provisions of this section shall be paid as outlined in #11 of this section.*
- 10.) In case of death of an employee, the employer agrees to pay up to thirty days to the estate of said employee.*
- 11.) All employees planning to retire shall submit a letter of intent to the Board by November 1 prior to their date of retirement, unless extenuating circumstances occur, for budgeting purposes. Employee may elect to receive a lump sum payment or installment payments to be received in either May or December not to exceed four annual installments as outlined in Article VI – Leave of Absence Section 3. Employer will not be responsible for any tax consequences resulting from lump sum payments and/or installments.*
- 12.) If there is any claimed illness or injury the Board may require a physical examination of the employee at the Board's expense to determine whether or not the absence and/or disability is justified.*

13.) Sick days are intended to be used by the employee for purposes of illness or to conduct personal business.

14.) If a sick day is taken before or after a vacation week, then a doctor's note will be required when returning to work.

SECTION 2:

Fire Suppression employees may take 7 single sick days (24 hours which are 2 twelve hour sick days) which are considered 7 occurrences in a contract year without a doctor's note required. After the 7th sick day is taken, employee must have a doctor's note for all future sick days taken in that contract year. However, Fire Suppression employees will be required to bring in a doctor's note when taking 2 consecutive sick days.

Fire Prevention Bureau employees may take 4 occurrences of four eight hour sick days each without a doctor's note required. 1 occurrence is considered four eight hour days. After four occurrences, a doctor's note is always required upon returning to work. If 5 consecutive days are used at one time, then a doctor's note is due upon return to work.

The doctor's certificate must include dates of illness and length of time under doctor's care. Any employee that does not have a doctor's note upon returning to work will not be paid for that time out sick.

SECTION 3: *An occurrence is defined as starting from the first day the employee is absent and ends upon the employee's return to work. An occurrence is 24 hours (2 Twelve hour sick days) or 8 Twelve hour events for fire suppression and an occurrence for the fire prevention bureau is 8 hours or 8 four hour events.*

ARTICLE IX - HOLIDAYS

SECTION 1: *The following days shall be considered holidays and all Employees shall be compensated for each said day accordingly:*

<i>(Year 1)</i>	<i>\$230.00 per holiday</i>	
<i>(Year 2)</i>	<i>\$260.00 per holiday</i>	
<i>(Year 3)</i>	<i>\$290.00 per holiday</i>	
<i>(Year 4)</i>	<i>\$320.00 per holiday</i>	
<i>New Year's Eve Day</i>		<i>Columbus Day</i>
<i>New Years Day</i>		<i>Veteran's Day</i>
<i>President's Birthday</i>		<i>General Election Day</i>
<i>Good Friday</i>		<i>Thanksgiving</i>
<i>Memorial Day</i>		<i>Day after Thanksgiving</i>
<i>Fourth of July</i>		<i>Christmas Day</i>
<i>Labor Day</i>		<i>Day after Christmas</i>

The following holidays a full work schedule shall be performed:

<i>President's Day</i>	<i>Columbus Day</i>
<i>Veteran's Day</i>	<i>General Election Day</i>

The Inspector assigned to the shift will remain with the shift on all Holidays.

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.*

Fire Prevention Bureau employees may choose to work on either Columbus Day, Veterans' Day, Presidents' Day, and General Election Day and use the day as a floating day. Employee must work the respective holiday(s) stated above to accrue the floating day off. Floating day(s) must be used in the calendar year. A time off sheet must be submitted to the Board and Officers 48 hours prior to the use of floating day(s). Employees must follow personal day rules.

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. Grievances are concerned with work conditions, light, heat, sanitary facilities, safety, type and location of work assignments, workload 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 is 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:*

	<u>FireFighter</u>	<u>Fire Official</u>	<u>Fire Inspector</u>
Effective January 1, 2007			
1 st Year	\$ 30,000.	\$ 30,000.	\$ 30,000.
2 nd Year	\$ 39,843.	\$ 40,021.	\$ 39,983.
3 rd Year	\$ 49,686.	\$ 50,042.	\$ 49,966.
4 th Year	\$ 59,529.	\$ 60,063.	\$ 59,949.
5 th Year	\$ 69,375.	\$ 70,084.	\$ 69,932.
6 th Year	\$ 79,218.	\$ 80,107.	\$ 79,916.
Lieutenant	\$ 82,387.	\$ 83,311.	\$ 83,113.
Lieutenant	\$ 85,556.	\$ 86,516.	\$ 86,310.
Captain	\$ 88,724.	\$ 89,720.	\$ 89,506.
Captain	\$ 91,892.	\$ 92,924.	\$ 92,702.
	<u>FireFighter</u>	<u>Fire Official</u>	<u>Fire Inspector</u>
Effective January 1, 2008			
1 st Year	\$ 30,000.	\$ 30,000.	\$ 30,000.
2 nd Year	\$ 40,477.	\$ 40,662.	\$ 40,622.
3 rd Year	\$ 50,954.	\$ 51,324.	\$ 51,244.
4 th Year	\$ 61,431.	\$ 61,986.	\$ 61,866.
5 th Year	\$ 71,908.	\$ 72,648.	\$ 72,488.
6 th Year	\$ 82,387.	\$ 83,311.	\$ 83,113.
Lieutenant	\$ 85,682.	\$ 86,643.	\$ 86,438.
Lieutenant	\$ 88,978.	\$ 89,976.	\$ 89,762.
Captain	\$ 92,273.	\$ 93,308.	\$ 93,086.
Captain	\$ 95,569.	\$ 96,641.	\$ 96,411.
	<u>FireFighter</u>	<u>Fire Official</u>	<u>Fire Inspector</u>
Effective January 1, 2009			
1 st Year	\$ 30,000.	\$ 30,000.	\$ 30,000.
2 nd Year	\$ 41,136.	\$ 41,328.	\$ 41,288.
3 rd Year	\$ 52,272.	\$ 52,656.	\$ 52,576.
4 th Year	\$ 63,408.	\$ 63,984.	\$ 63,864.
5 th Year	\$ 74,544.	\$ 75,312.	\$ 75,152.
6 th Year	\$ 85,682.	\$ 86,643.	\$ 86,438.
Lieutenant	\$ 89,109.	\$ 90,109.	\$ 89,896.
Lieutenant	\$ 92,537.	\$ 93,574.	\$ 93,353.
Captain	\$ 95,964.	\$ 97,040.	\$ 96,811.
Captain	\$ 99,391.	\$100,506.	\$100,268.

<i>Effective January 1, 2010</i>	<u><i>FireFighter</i></u>	<u><i>Fire Official</i></u>	<u><i>Fire Inspector</i></u>
<i>1st Year</i>	\$ 30,000.	\$ 30,000.	\$ 30,000.
<i>2nd Year</i>	\$ 41,779.	\$ 41,978.	\$ 41,935.
<i>3rd Year</i>	\$ 53,558.	\$ 53,956.	\$ 53,870.
<i>4th Year</i>	\$ 65,337.	\$ 65,934.	\$ 65,805.
<i>5th Year</i>	\$ 77,116.	\$ 77,912.	\$ 77,740.
<i>6th Year</i>	\$ 88,895.	\$ 89,892.	\$ 89,679.
<i>Lieutenant</i>	\$ 92,451.	\$ 93,488.	\$ 93,266.
<i>Lieutenant</i>	\$ 96,007.	\$ 97,083.	\$ 96,853.
<i>Captain</i>	\$ 99,562.	\$100,679.	\$100,440.
<i>Captain</i>	\$103,118.	\$104,275.	\$104,028.

SECTION 1 (b): Captains' pay differential shall be calculated from a firefighter's highest year base salary as follows:

Officers currently at Captain's rank:

- Year 1 – 16%*
- Year 2 – 16%*
- Year 3 – 16%*
- Year 4 - 16%*

Promotion to Captain after 1/1/07:

- Year 1 – First year promoted to Captain – 12%*
Second year or + as Captain – 16%
- Year 2 – First year promoted to Captain – 12%*
Second year or + as Captain – 16%
- Year 3 – First year promoted to Captain – 12%*
Second year or + as Captain – 16%
- Year 4 – First year promoted to Captain – 12%*
Second year or + as Captain – 16%

Each Captain will be in charge of specific areas as noted in attachment.

Lieutenant's pay differential shall be calculated from a senior private's base salary as follows:

2007 / 2008 / 2009/2010

- First year promoted to Lieutenant – 4% differential*
- Second year or + as Lieutenant – 4% differential or 8% total*

The Lieutenant will operate apparatus when needed. If the Captain is off duty, then the Lieutenant will be the officer in charge for the day.

SECTION 1 (c): *In addition to receiving the annual contract raise, the Fire Inspector assigned to the Fire Prevention Bureau shall receive an additional \$500.00 in salary or \$3,250.00 the first year of the contract; an additional \$500.00 in salary or \$3,750.00 the second year of the contract; an additional \$500.00 in salary or \$4,250.00 the third year of the contract; an additional \$500.00 in salary or \$4,750.00 the fourth year of the contract.*

There will be a pro-rata differential received if transferred during the year. The differential does not affect longevity.

There is a carry forward amount of \$2,750.00 from the 2006 contract added to first year of current contract.

SECTION 1(d): *In addition to receiving the annual contract raise, the Fire Official assigned to the Fire Prevention Bureau shall receive an additional \$500.00 in salary or \$3,750.00 the first year of the contract; an additional \$500.00 in salary or \$4,250.00 the second year of the contract; an additional \$500.00 in salary or \$4,750.00 the third year of the contract; and an additional \$500.00 in salary or \$5,250.00 the fourth year of the contract.*

There will be a pro-rata differential received if transferred during the year. The differential does not affect longevity.

There is a carry forward amount of \$3,250.00 from the 2006 contract added to first year of current contract.

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. Employees signed up for direct deposit will follow bank times as outlined. Any paycheck errors under \$50.00 due to employee's error will be corrected the following pay period. When the Clerk's office makes the error it will be corrected immediately. Stop payment charges on paychecks are the responsibility of the employee.*

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.*

SECTION 4: *Firefighter/Fire Inspector. Firefighter assigned to suppression shift (24 hours) and performing Fire Inspector duties will receive the firefighter/fire inspector rate.*

SECTION 5: *Acting Fire Official pay differential will be at the discretion of the FPB chairperson.*

ARTICLE XII - LONGEVITY

SECTION 1: *In addition to the salary, the employer agrees to pay longevity increments as follows:*

<i>Six (6) years of service completed</i>	<i>4.0%</i>
<i>Nine (9) years of service completed</i>	<i>5.5%</i>
<i>Fourteen (14) years of service completed</i>	<i>7.0%</i>
<i>Nineteen (19) years of service completed</i>	<i>8.5%</i>
<i>Twenty-four (24) years of service completed</i>	<i>13.0%</i>
<i>Thirty (30) years of service completed</i>	<i>8.0%</i>

SECTION 2: *Computation of longevity shall commence on anniversary date. Time during which the employee has been on leave of absence, suspended, voluntarily or non-voluntarily, 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 employee's salary.*

SECTION 4: *In the event that the Police Firemen Retirement System (PFRS) changes retirement qualifications, i.e. increase minimum age and years of service, the Union and the Employer may reopen the contract to address this issue.*

ARTICLE XIII - OVERTIME

SECTION 1: *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.*

a) Employees remaining on duty for a fire suppression emergency, fire investigation or complaint shall be paid a per hourly rate with no minimum required number of hours. Overtime will be calculated to the nearest hour. Example - leaving at 18:25; paid until 19:00.

b.) In the event that there is a need for overtime, other than the recall system, an employee shall be paid four (4) hours minimum overtime. Employees must remain on duty for the first two (2) hours.

c.) All department meetings shall be a minimum of two (2) hours overtime. When instituted, the recall system, by pager only, shall be a minimum of two (2) hours overtime.

d.) All overtime shall be based on a maximum of (12) hour periods, except for officers. Officers are required to work beyond 12 hour period if unable to get coverage.

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.

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 Officer 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: All special off duty details out of District #1, i.e. parades, shall be considered overtime.

SECTION 5: All overtime shall be considered as part of a member's salary and shall be so paid within two (2) weeks.

SECTION 6: An employee can work emergency overtime if on vacation or personal day; employee may not work scheduled overtime when on vacation or personal day. No firefighter/officer, 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 7: A Captain or Lieutenant will be on duty at all times. Overtime shall be as follows:

Ex: 1.) If a Captain is on vacation and a firefighter calls off sick, a Lieutenant is in charge.

2.) If both officers are off on the same day and the personnel chairman approves overtime, an officer will be hired.

3.) If one officer is off and two firefighters are off on the same day and the personnel chairman approves overtime, then a firefighter will be hired.

4.) If three firefighters are off on the same day and the personnel chairman approves overtime, then a firefighter will be hired.

The Captain and Lieutenant are exempt from this clause for normal shift vacancies.

SECTION 8: Recall System

The following Recall System for working fires shall be the means of alerting members of the Woodbridge Paid Fire Department when additional manpower is required. This will not alter Article XIII of the Collective Bargaining Agreement between the Union and the Board. Pagers shall be issued to all career personnel. There is no monetary compensation for wearing a pager nor shall any disciplinary action be assessed for not answering a page.

The Recall Crew shall be a four (4) firefighter minimum, paid two (2) hours overtime minimum each at time and one-half pay. Recall Crew shall be released when all apparatus is back in service (except for a fire watch) and the incident is terminated.

Upon arrival of a working fire or fire ground scene, the Duty Officer shall notify the Dispatcher to activate the recall of off-duty personnel. When the pagers are activated (911), available personnel shall phone Station #7 at 732-738-7000 and state who they are and that they are going to Station #1.

After the fourth (4th) person phones in, the Dispatcher will alert all pagers that the page has been filled (999).

In the event that no one calls in after five (5) minutes, the Dispatcher will activate (9112) to alert all personnel, including the Fire Prevention Bureau, once more.

Recall personnel shall be in service in a maximum of twenty (20) minutes from time of page. Members may report for duty in work uniform or civilian clothes. A spare work uniform shall be kept in your locker so you can change into one. Turnout gear shall be worn while responding to alarms or called to the fire scene (Drivers optional).

Rank and Seniority shall determine the officer (Acting Lieutenant, if the Duty Officer deems it necessary) of the Recall Crew. Said Officer shall notify the Dispatch Center when the Crew is in service.

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 officers, and a dress blue firefighters uniform. From May 1 until September 30 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, turnout pants, helmet, boots, gloves, folding spanner wrench

The Employer will maintain four uniforms for Fire Suppression employees and ten uniforms for Fire Prevention Bureau employees. Upon permanent assignments to the Fire Prevention Bureau, the remaining six sets will be ordered immediately. This is not applicable to probationary employees. Probationary employees will receive four sets until assigned.

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.*

SECTION 5: *Uniform maintenance shall be \$525.00 (Fire Suppression) and \$575.00 (Fire Prevention Bureau) for 2007 and for 2008. In 2009 and in 2010, uniform maintenance shall be \$585.00 (Fire Suppression) and \$635.00 (Fire Prevention Bureau). Said maintenance shall be payable at the next pay after the first Commissioners meeting in May.*

SECTION 6: *Uniform allowance shall be \$160.00 (Fire Suppression) and \$185.00 (Fire Prevention Bureau) in 2008 and in 2010. Said allowance shall be payable at the next pay after the first Commissioners meeting in May.*

During the first and third years of the Contract when uniforms are purchased, the clothing allowance of \$160.00 or \$185.00 per employee shall not be paid.

In addition to the uniform and personal protective equipment listed in Section 1B above, the Board shall provide the following new clothing during the first and third years of this Contract:

1 pant;

1 shirt (short and long sleeve or golf shirts at the option of the employee);

The employee shall be responsible for maintaining these items.

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 PPO or HMO program by the Board.*

SECTION 2: *The current hospitalization plan, offered through the State Health Benefits Program ("SHBP"), will remain throughout the term of this contract. Employees will be annually advised by the SHBP of any changes mandated by the SHBP, i.e., prescription co-payment increases. Prescription co-payments will increase according to the SHBP in accordance with past practice.*

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 optical plan that presently covers employees shall remain in effect. Prescription coverage is through the State Health Benefits Program.*

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

SECTION 7: *The Board shall provide \$60,000.00 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.*

To the extent permitted by applicable law, the spouse and dependents of a deceased employee or retiree currently receiving health benefits shall continue to receive those benefits then in effect, at no cost to the spouse or dependents. This benefit, however, shall automatically terminate upon either the remarriage or the co-habitation of the spouse or dependent. The employer agrees to provide the health benefits (Major Medical, Prescription Drugs, Dental, Vision) offered at time of retirement at no cost to the retiree or spouse or dependents; however, increases in co-payments as outlined by those plans are not the responsibility of the employer. Co-payments are determined by the governing body of the respective health plans under contract with the employer. The employer has no influence or control over any changes to benefits provided under the respective plans nor control over changes to co-payments. Co-payments in effect at the time of retirement will not be honored by the employer throughout the life of the retiree and will not be subject to reimbursement by the employer.

Life Insurance at time of retirement is reduced to \$40,000.

SECTION 9: *Employees may continue health coverage provided through the New Jersey State Health Benefits Program under the COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) law when COBRA eligible events occur.*

SECTION 10: *Any employee that wishes to terminate their benefits will receive a stated percentage of the premium as determined by the employer and as permitted by law. Any employee can resume benefits when required and terminate premium stipend as allowed under the State of NJ Health Benefits Program.*

SECTION 11: *Employees hired after January 1, 2007, shall only be allowed to choose from HMO plans offered through the New Jersey State Health Benefits Program. Traditional plan and NJ Plus plan will not be available to such new employees.*

SECTION 12: *As per the State Health Benefits Program Coverage of Children to Age 30 (Under Chapter 375, P.L. 2005), a dependent may be covered under the employee's health benefits coverage with premiums for dependent coverage to be borne by the employee.*

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 as stated per State of New Jersey Division of Pensions rules and regulations.*

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.*

SECTION 3: *The work week for the Bureau of Fire Prevention shall be forty (40) hours consisting of five (5) eight (8) hour days, Monday through Friday, with a starting time of 8:00 A.M. and a quitting time of 4:00 P.M.*

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

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

Probationary employees are only entitled to the benefits provided for in this Article. To the extent that this Article conflicts with any other Article or provision in the Agreement, the terms of this Article will apply.

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

SECTION 2: *A probationary member of the department shall not be permitted to bid on job openings.*

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

SECTION 4: *A probationary employee earns one personal day for every four months of service up to three in a calendar year. A probationary employee may not take any personal days for the first six months of the probationary period. At the end of the six months, if a probationary employee has less than thirty days left in the calendar year, then the probationary employee may take earned personal days or carry the earned personal days to the next calendar year. If the probationary employee completes the first six months of the probationary period and has more than 30 days left in the calendar year, then earned personal days must be used before December 31 or lose the personal time.*

SECTION 5 : *Effective upon the signing of this contract, the starting rate for new hires shall be \$ 30,000 per year and, thereafter new hires shall advance through six (6) annual service increments. Note: Rate chart reflects the proper salary increase (percentage) per contract year. Only the following will be added to above noted base salary: 1.) All new hires will get the annual contract raise added to the starting salary of \$30,000 (1st year of service only); 2.) Longevity is to be added to base amounts listed when applicable.*

Any new employee when not certified as firefighter will start at \$19,000. Once Firefighter I and II are completed, the employer agrees to raise the salary pro-rata to \$30,000. per year.

Any firefighter hired prior to March 1, 2004, will continue to advance through five (5) annual service increments and receive 4% longevity after four years of service are completed.

SECTION 6: *A new hire does not accrue vacation time from the date of hire. When commencing a new contract year, employee will be immediately allotted applicable vacation time to be earned and taken in that contract year. Employee does not take vacation in current contract year which was accrued in previous contract year. Employee is allotted vacation time for the current contract year which must be taken within that same contract year.*

A new hire shall receive 2 weeks vacation payout when first year of service is completed; then receive a pro-rated amount of eligible vacation for the remainder of that contract year which must be taken by December 31.

SECTION 7: *New hires will work a 42-hour workweek as scheduled by the Board. Listed holidays in the contract shall be non-working days during the training period for new hires. Probationary employees once assigned to a shift (permanent or temporary) will be eligible for holiday pay. If a firefighter is terminated prior to completing the probation period, the Board shall not pay compensation for unused sick and personal days.*

SECTION 8: Probationary employees will receive four uniform sets until assigned. If probationary employee assigned to the Fire Prevention Bureau, will receive remaining six uniform sets at that time.

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 four times a 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/Officers 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/officers 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/officers shall receive an annual stipend of \$500.00 for Level I Instructor and \$750.00 for Level II Instructor. 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/officers to train paid firefighters/officers 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 an 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 employer's 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 reimburse all qualified tuition, fees and textbook required for enrollment or attendance of class, for employees pursuing a fire science degree only. A Fire Science degree will be the only degree recognized for this reimbursement for all employees hired after January 1, 2007. All current employees pursuing degrees as of December 31, 2006 are grandfathered in and will continue to receive reimbursement for their respective degree. Prior approval is required; and proof of successful course completion is required (grades) with proof of payment.*

Reimbursement under this section will not be made for items of the following nature:

*Student Activity Fees
Parking Fees
Late Fees
Orientation Fee
Commuter Fee*

SECTION 3: *Employee may use eight hour personal day block of time to attend class as long as it does not create overtime, if it creates overtime then denied. Second employee can have eight or sixteen hours off, however if it creates overtime then denied.*

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 - PROMOTION LIST

An active promotional list with the Department of Personnel shall be maintained by Fire District #1 for all officer ranks for which the District has positions available. This shall apply to Firefighters, Fire Prevention Officials and Inspectors, Lieutenants and Captains.

ARTICLE XXXIX - NOTICES

All notices involving disciplinary actions, shift transfers and grievances between the Board of Fire Commissioners and Local 290 shall be sent by certified mail return, receipt requested.

To Local 290 at P.O. Box 484, Woodbridge, NJ

To the Clerk of Woodbridge Fire District #1 at PO Box 863, Woodbridge, NJ.

To the residence of the named employee

Any memos/updates, informational notices to the attention of the President of Local 290 may be "signed for" instead of mailing certified.

ARTICLE XL - EDUCATION INCENTIVE

Recognizing that members who have attained advanced education in the area of Fire Science are a valuable asset to the Fire District, the following educational incentive schedule will be followed throughout the term of this contract:

<i>Associate's Degree</i>	<i>\$900.00</i>
<i>Bachelor's Degree</i>	<i>\$1,100.00</i>

All employees hired after January 1, 2007 will only receive the education incentive for a Fire Science degree. All current employees as of December 31, 2006 will be grandfathered and continue to receive incentive for other courses of study.

Proof of degree shall be required for payment under this article.

Education incentive shall be payable the first pay period in June.

ARTICLE XLI - DRUG TESTING

A new committee, or the current committee, will develop a drug testing policy. Once the committee agrees to policy and procedure, the plan will be implemented in 90 days.

ARTICLE XLII – HEALTH AND WELLNESS

Workouts shall be permitted as follows:

Suppression shifts – daily after 4:00 PM if the work schedule allows and only two employees at a time.

Day shifts – daily after 3:00 PM if the work schedule allows and only two employees at a time.

Workout attire permitted: Standard dark blue or gray 100% cotton shorts and t-shirt alone with gym socks and sneakers.

ARTICLE XLIII – LIGHT -DUTY

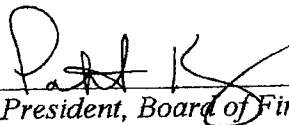
On the Job Injury - covered by Workers' Compensation. Employees injured as a result of an on-duty injury will be required to perform light duty work if such work is available and the employee is medically cleared by workers compensation to do so. Those employees on light duty will not wear a uniform nor respond to calls. Work days are Monday through Friday 8:00 AM to 4:00 PM.

Off-Duty Injury or Illness – Employees must exhaust all banked sick time and then state disability benefits before employees will be entitled to perform light duty. Employees must be medically cleared to perform light duty.

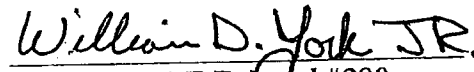
ARTICLE XLIV - TERMINATION CLAUSE

This agreement shall be in full force and effect from January 1, 2007 to and including December 31, 2010..

CONTRACT AGREEMENT SIGNED:



President, Board of Fire Comm.

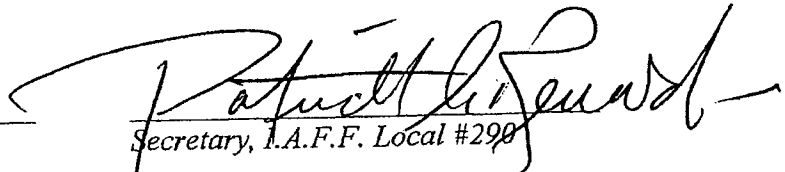


President I.A.F.F. Local #290

Witness



Secretary, Board of Fire Comm.



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

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I. LEGAL AUTHORIZATION

New Jersey Statute 40A, Managements Rights clause in the Collective Bargaining Agreement between Fire District No. 1 and Local 290 and general managements rights prerogative acknowledged in common law and case law provide the legal authority for creation of the rules and regulations contained herein.

a. Previous Orders. *All rules, regulations, procedures and orders previously issued which do not contradict those contained herein shall remain in full force and effect.*

b. *Any written orders, bulletins, memos or directives issued by the Board of Fire Commissioners or the Commissioner who is head of the duly designated committee as set forth in the by-laws of Fire District No. 1 shall remain in full force and effect and shall be carried out according to procedure.*

c. *A copy of this document shall be distributed to each employee and each employee shall be responsible for its maintenance and care. All rules and regulations shall be kept current and supplementary pages concerning additions, revisions, amendments or deletions shall be promptly and properly inserted.*

d. *Each employee is responsible to thoroughly familiarize himself or herself with the provisions of the rules and regulations. Ignorance of the contents or provisions contained herein will not be accepted as an excuse.*

e. *All verbal and/or written directives and orders issued by the authority of the Board of Fire Commissioners of Fire District No. 1 or a Commissioner duly appointed to head a committee, respectively, shall be obeyed providing same is not an unlawful order which shall be defined as one which is in violation of law, ordinance or a department rule or regulation. All lawful orders and directives issued must be obeyed by the employee. Disobedience of any order or directive shall subject the offending fire fighter to disciplinary action. Refusal to obey an order or directive issued shall not be excused by reason of said fire fighter contesting the lawfulness of said order unless it is later determined by appropriate authority to be an unlawful order.*

f. Insubordination: *Insubordination shall be defined as failure or deliberate refusal of any member or employee to obey a lawful order given by the Board of Fire Commissioners or the Commissioner designated to head a committee or a superior officer or ridiculing a Commissioner or superior officer of their order, whether in or out of their presence: disrespectful, mutinous, insolent, or abrasive language directed toward a Commissioner or a superior or supervising officer shall be considered insubordination.*

g. Incompetence: Incompetence shall be defined as being physically, mentally, emotionally or legally incapable of satisfactory performance by an officer, firefighter, fire official or fire prevention officer.

h. Neglect of Duty: Neglect of duty shall be defined as a failure to give suitable and appropriate attention to the performance of duty. Any action or inaction by an employee which constitutes a failure to take appropriate action which involves fire prevention or fire suppression, absence without leave of a superior officer or Commissioner, failure to report to duty or an assigned task at the time and place designated, unnecessary absence during the tour of duty, failure to perform duties and comply with the provisions contained in this manual of rules and regulations, or failure to conform to department operating procedures.

i. Consideration of the Public: Every employee shall be appropriately considerate to the public and shall not use abrasive, abusive, vile or inappropriate language when dealing with the public.

j. Freedom from Drugs and Alcohol: An employee shall not report to duty while under the influence or affected by the use of alcohol or non-prescription drugs or medication. Violation of this section shall be considered as constituting incompetence of said employee. Said employee shall be suspended immediately from the shift or tour of duty on which said employee was then working and shall further subject the employee to disciplinary proceedings.

II. RESPONSIBILITIES

a. The Board of Fire Commissioners of Fire District No. 1 shall be responsible for the maintenance, regulation and control of Fire District No. 1 in prescribing and establishing rules and regulations for the operation, government and discipline of Fire District No. 1 according to State Law and the Collective Bargaining Agreement executed by Local 290 and the Fire Commissioners of Fire District No. 1.

b. Captain. The Captain shall be responsible for and in charge of the general direction, control and supervision of his assigned shift as authorized by State Law, these rules and regulations and the Collective Bargaining Agreement. The Captain shall further be responsible for directing the maintenance procedures and programs of the firehouse building, grounds and equipment and shall further assign employees as necessary to operate communications equipment necessary for the proper operation of the Fire District. The duties and responsibilities of the Captain are not limited as set forth herein. The duties and responsibilities may be assigned as necessary by the Board of Fire Commissioners of Fire District No. 1 or the respective Commissioners in charge of a relevant committee. The Captain is not responsible for the conduct of the Volunteer Fire Company and/or their guests.

c. Lieutenant. The Lieutenant shall work under the direction of the Fire Captain and pursuant to the chain of command at fire scenes. The Lieutenant shall perform related duties as required and/or as directed by the Fire Captain, Board of Fire Commissioners or the Commissioner in charge of a relevant committee. The Lieutenant shall also perform duties and responsibilities as may be assigned as necessary by the Board of Fire Commissioners, the Commissioner in charge of a respective committee or the Fire Captain. The Lieutenant shall also possess the knowledge and abilities as set forth in the civil service definition of a Fire Lieutenant. The following examples of work for this title are for illustrative purposes only. A particular position using this title may not perform all duties listed in this job specification. Conversely, all duties performed on the job may not be listed. Examples: Takes command at fires until arrival of superior officers, pursuant to the chain of command; Directs work of firefighters engaged in extinguishing fires, pursuant to the chain of command; Preserves order and discipline among subordinates; Acts in the place of a Fire Captain in his/her absence; Prepares reports of fires, equipment and personnel.

d. Fire Prevention Official. The Fire Prevention Official shall be subject to the direction of the Captain of the shift while on duty. The fire official shall have the duties and responsibilities for the direction and supervision of the Fire Prevention Bureau subject to the direction of the Board of Fire Commissioners and/or the Fire Commissioner who heads the Fire Prevention Committee in accordance with the Uniform Fire Code of N.J.

III. DUTIES AND RESPONSIBILITIES OF FIRE FIGHTERS AND FIRE PREVENTION OFFICERS

Fire Fighters and Fire Prevention Officers shall be responsible for performing a variety of duties related to the protection of life and property, enforcement of fire codes, prevention of fires, preservation of the public welfare. A fire fighter or fire prevention officer shall perform these duties as prescribed in all department orders, rules and regulations and as directed by their supervisors. Prior to 8:00 p.m. a fire fighter shall not attend a public meeting or fire company meeting while on duty unless that fire fighter has arranged for another fire fighter not on duty to fill in for that fire fighter.

a. Reporting for Duty. Each employee shall report to the firehouse in person for duty. The employee shall be physically and mentally fit for efficient duty. The employee shall be neat and in correct dress and appearance and be properly equipped. The employee shall listen attentively to orders and instructions of superior officers and review any materials that are made available to said employee.

IV. PROFESSIONAL CONDUCT AND RESPONSIBILITIES

a. Standard of Conduct. *Members and employees shall conduct their professional lives in such a manner as to avoid bringing the department into disrepute.*

b. Loyalty. *Loyalty to the department is an important factor in morale and efficiency. Employees shall maintain loyalty to the fire district as is consistent with the law and personal ethics*

c. Cooperation. *Cooperation and harmony with the general public is essential to effective fire suppression and fire prevention. Therefore, all employees are strictly charged with establishing and maintaining a high level and spirit of cooperation and harmony with the general public.*

d. General Responsibilities. *All employees shall, at all times while on duty, take appropriate action to protect life and property, suppress and prevent fires, take action to detect violators of the fire code and fire laws coming within the jurisdiction of the fire district. Employees shall at all times respond to all lawful orders of superior officers and other authorities, as well as calls for fire assistance from citizens and other jurisdictions. Proper action must always be taken when required for effective fire prevention or fire suppression. The administrative delegation of the enforcement of laws, codes and ordinances to particular units of the fire department does not relieve members of other units from the responsibility of taking prompt and effective action within the scope of those laws, codes and ordinances when the occasion so requires. Employees assigned to special duties are not relieved from taking proper action outside the scope of their specialized assignment when necessary.*

e. Neglect of Duty. *Employees shall not commit any act nor omit to perform any act that constitutes a neglect of duty.*

f. Performance of Duty. *All lawful duties required by the Board of Fire Commissioners or individual Commissioners heading a committee or superior officers shall be performed promptly as directed notwithstanding the general assignment of duties and responsibilities.*

g. Insubordination. *Employees shall not commit acts of insubordination. The following specific acts are prohibited by this section:*

1. *Willful failure or deliberate refusal to obey a lawful order given by the Board of Fire Commissioners or a Commissioner in charge of a respective committee relevant thereto;*

2. *Any disrespectful, mutinous, insolent or abusive language or action toward a Fire Commissioner or a superior officer while in the course of employment.*

V. OBEDIENCE TO THE LAWS AND REGULATIONS

Employees shall observe and obey all laws, ordinances, rules and regulations and orders of the department.

VI. CRITICISM OF OFFICIAL ACTS OR ORDERS

Employees, while on duty, shall not criticize the official actions, instructions or orders of any department member or Fire Commissioner in any manner which is defamatory, obscene or unlawful.

VII. MANNER OF ISSUING ORDERS

Orders from a superior to a subordinate shall be in clear, understandable language civil in tone and issued in pursuit of department business.

VIII. UNLAWFUL ORDERS

No superior officer shall knowingly issue any order which is in violation of any law or ordinance or department rule.

IX. GENERAL CONDUCT ON DUTY

Employees are strictly prohibited from engaging in and conducting private work activity while on duty.

X. ALCOHOLIC BEVERAGE AND DRUGS

No employee of the department shall drink any kind of intoxicating beverage while on duty nor shall they take any drugs which are not prescribed and necessary for the employees health at any time.

XI. SUSPENDING DUTIES FOR LUNCH OR COFFEE BREAK

Employees are permitted to suspend duties subject to immediate call at all times for the purpose of having a meal or break as required. However, said employee shall not suspend his duties if they are involving a fire prevention, suppression or investigation when such suspension which impair or inhibit the proper execution of those duties.

XII. UNIFORMS, EQUIPMENT AND APPEARANCE

a. *All members shall maintain regulation uniforms. Uniforms shall be kept neat, clean and well pressed at all times.*

b. *Equipment Required when in Uniform. While on duty, except when assigned office duties or other work or house duties and when engaged in fire suppression or prevention activities, every employee shall carry the appropriate equipment assigned to said employee for safety purposes. Refusal to wear assigned equipment or safety devices shall subject an employee to disciplinary proceedings.*

c. *Department Property and Equipment. Employees are responsible for the proper care of department property and equipment assigned to them.*

d. *Damaged, Inoperative Property or Equipment. Employees shall immediately report to the superior officer any loss or damage to department property assigned to or used by the employee. The employee shall further notify the superior officer of any defects or hazardous conditions existing in any department equipment or property.*

e. *Department Vehicles Use. Employees shall not use any department vehicle without permission and said vehicle shall never be used for personal business or pleasure by any employee.*

f. *Operation of Motor Vehicles. Employees, while on duty, when driving vehicles of any description shall not violate the traffic laws except only in cases of absolute emergency and then only in conformity with the law regarding same. While operating a fire engine, all motor vehicle laws are to be observed except in cases of emergency and then only as is consistent with the safety of other members of the public which may be injured or damaged by such use. Employees driving any department vehicle when responding to an emergency call shall exercise judgment and care with due regard to the safety of life and property. The employee shall slow down at all street intersections to such a degree that when crossing same they will have safe control of the vehicle, especially when crossing street intersections where traffic light signals are against them or where there are stop signs. The employee shall utilize emergency lights and sirens on such calls as is consistent with taking the utmost precaution.*

g. Radio Discipline. All employees of the department operating the fire department radios shall use same for fire district business only and said employees shall utilize the radio in an official capacity and shall avoid joking, banter or other inappropriate conversation while using same.

XIII. PUBLIC ACTIVITIES

a. Conduct Toward the Public. Members and employees while on duty shall be courteous and orderly in their dealings with the public. They shall perform their duties quietly avoiding harsh, violent, profane or insolent language and shall always remain calm regardless of provocation. When civilly requested they are required to supply their names in a courteous manner. They shall attend to requests from the public quickly and accurately when possible. employee shall not use words which humiliate, disparage, demean, degrade, ridicule or insult any person and shall not in their official capacity direct or order a member of the public to proceed to a formal location or perform any activity which may be inimical or contrary to the health and safety of said member of the public.

XIV. PUBLIC STATEMENTS

Employees shall not make public statements concerning the work, plans, policies or affairs of the department which may impair or disrupt the operation of the department except with the express approval of the Board of Fire Commissioners.

XV. OUTSIDE WORK

Employees shall not engage in any conduct, employment, activity or action which is in conflict with either directly or indirectly with the duties and responsibilities of the employee as it pertains to the fire district. No fire fighter shall engage in any outside employment during a work day when said employee is off duty due to sickness, illness or death of a relative as set forth in the Collective Bargaining Agreement. A work day is defined as a twenty-four (24) hour day.

XVI. DRIVER'S LICENSE

All employees shall possess a valid New Jersey driver's license. Whenever a driver's license is revoked, suspended or lost the employee must immediately notify the Board of Fire Commissioners. Loss of driver's license shall subject an employee to suspension without pay during the period of said suspension or other disciplinary action, including termination.

XVII. DISCIPLINARY ACTION

a. Department members, regardless of rank, shall be subject to disciplinary action according to the nature or aggravation of the offense for violating their oath and trust by committing an offense punishable under the laws or statutes of the United States, the State of New Jersey or municipal ordinances or failure, either wilfully or through negligence or incompetence, to perform the duties of their rank or assignment or for violation of any general order or rule of the department or failure to obey any lawful instruction, order or command of a superior officer or fire commissioner or disobedience of a rule or regulation contained herein. Disciplinary action in all cases shall be decided in the merits of each case.

b. Establishing Elements of Violation. Existence of facts establishing a violation of the law, ordinance or rule is all that is necessary to support any allegation of such as a basis for disciplinary action. Nothing in these rules and regulations prohibits disciplining or charging members or employees merely because of an alleged act or omission does not appear herein in department orders or laws and ordinances within the cognizance of the department.

c. The following penalties may be assessed against any employee of the department at disciplinary action:

1. Oral reprimand;
2. Written reprimand;
3. Voluntary surrender of time off in lieu of other action;
4. Voluntary surrender of accumulated overtime in lieu of other action;
5. Suspension;
6. Demotion;
7. Removal from office.

d. Department Authority to Discipline. Within the limitations set forth in the Civil Service Law the Collective Bargaining Agreement and N.J.S.A. Title 40A the Department's disciplinary authority and responsibility rests with the Board of Fire Commissioners. Except for oral reprimands and emergency suspensions, department discipline shall be taken by the Board of Fire Commissioners. Any report of disciplinary action shall be distributed as follows:

1. Original shall be placed in employee's personnel file;
2. Copy shall be given to the employee.

e. Disciplinary Hearing. Consistent with Civil Service Law, and the rules and regulations which govern the department within a reasonable period of time after a disciplinary complaint has been made to the full Board of Fire Commissioners and if the full Board of Fire Commissioners by majority vote determines that a disciplinary hearing shall take place, the member being disciplined shall:

1. Have formal charges given to him;
2. The member subject to discipline shall enter a plea of not guilty, guilty or remain mute;
3. If a plea of not guilty or mute is entered, a formal hearing will be scheduled by the Board of Fire Commissioners not less than 15 nor more than 30 days from the date the formal charges have been served on the employee.
4. The member of employee subject to said discipline shall have the right to counsel being present and may also have the opportunity to present witnesses of his choosing.

f. Hearing. Written notice of a formal hearing shall be made upon the member or employee subject to discipline. The appointing authority, or its designee, shall act as hearing officer in all disciplinary matters that result in formal charges. The hearing officer shall insure that the proceedings are conducted in a manner that is conducive to good order and discipline and that the member or employee so charged is afforded all of his constitutional rights and other rights as a member of society subject, however, to the applicable case law, State and Federal Legislation to the contrary.

During the proceedings a formal record will be kept of all related matters. All witnesses shall be sworn. At the conclusion of the hearing, the hearing officer shall weigh all the facts and arguments presented and render a decision (1) at the conclusion of the hearing, or (2) after a reasonable period of time necessary to form the decision to be rendered.

- g. Appeals from Penalties. Appeals from penalties imposed as a disciplinary measure may be taken as provided and Civil Service Law and N.J.S.A. 40A:14-147-151 inclusive.

XVIII. CONCLUSION

The Board of Fire Commissioners reserves the right to amend or revoke any of the rules or regulations or to make additional ones from time to time as circumstances and good order of the department may require. If additions or deletions impact on the terms or conditions of the negotiated contract, they shall be subject to collective bargaining. Collective bargaining shall not be applicable to effectuation of or charges to standard operating procedures and/or chain of command.

All previous rules, regulations and orders which conflict with these rules and regulations are hereby revoked.

If any section, paragraph, subdivision, clause or provision of this rules and regulations shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged and the remainder of this manual shall be deemed valid and effective.