

**JACKSON TOWNSHIP**  
**CONTRACTUAL BARGAINING AGREEMENT**  
**BETWEEN**

***Professional Firefighters Association of New  
Jersey / International Association of  
Firefighters  
LOCAL NO. 3874***



**AND**  
**JACKSON TOWNSHIP BOARD OF  
FIRE COMMISSIONERS  
FIRE DISTRICT 3**



***January 1, 2014 - December 31, 2016***

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## **PREAMBLE**

**THIS AGREEMENT** between the Board of Fire Commissioners of Fire District No. 3 Jackson, Ocean County, hereinafter referred to as the "BOARD" and the P.F.A.N.J./ I.A.F.F. Local 3874, hereinafter referred to as the "UNION" is designated to; maintain and promote a harmonious relationship between the Board of Fire Commissioners and its employees who are within the provisions of this agreement, in order that a more efficient and progressive public service may be rendered; to provide for equitable and peaceful adjustment of differences that may arise, and to establish proper standards of wages, hours, and other conditions of employment.

## **ARTICLE 1** **RECOGNITION**

**SECTION 1** The Board of Fire Commissioners of Fire District No.3 Jackson Township recognizes the P.F.A.N.J./I.A.F.F. Local 3874 as the exclusive employee representative organization for the purposes of collective negotiations concerning terms and conditions of employment and the processing of grievances within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-5.1, et. Seq., for a bargaining unit consisting of full time fire officers in the ranks of Captain, Battalion Chief, Deputy Chief and Chief of Department of Fire District No. 3 in Jackson Township NJ now employed or hereafter.

**SECTION 2** The use of any male pronoun is intended to be equally applicable to male and female employees, covered by this agreement. The use of singular shall include the plural.

**SECTION 3** All Titles and positions shall conform to NJ State Civil Service (NJSA 11A) and Dept. Of Personnel (NJAC 4A) rules and regulations.

## **ARTICLE 2** **NEGOTIATIONS PROCEDURE**

**SECTION 1** The Board of Fire Commissioners and P.F.A.N.J./ I.A.F.F. Local 3874 shall 120 days prior to the expiration of this collective negotiating agreement, enter into negotiations for a successor agreement.

**SECTION 2** Negotiations shall be conducted at times agreed upon by the parties. If negotiations are scheduled to occur during scheduled working hours, the Board shall grant leave without loss of pay for up to three (3) members of the bargaining unit to participate in negotiations. Each party shall be free to choose its representatives for negotiations.

**SECTION 3** No agreement shall be binding on the parties unless it is reduced to writing, executed by representatives of the parties, and duly ratified in accordance with each party's established procedures. No collective negotiations agreement between the parties shall be modified except by an agreement reduced to writing, executed by representatives of the parties, and duly ratified by both parties.

**SECTION 4** . At any time the Employer or the Employees wish to re-open the terms of the contract, they shall notify the other party in writing with the reason and requesting a meeting date to negotiate and/or make changes. Any changes to the contract agreed to by both parties must be put in writing, signed and dated by both parties within fourteen (14) days of the Agreement

**ARTICLE 3**  
**MAINTENANCE OF STANDARDS**

SECTION 1 Except as modified by or provided elsewhere in this Agreement, all mandatory negotiable terms and conditions of employment shall be maintained at the highest standards in existence at the execution of this Agreement.

**ARTICLE 4**  
**MANAGEMENT RIGHTS AND RESPONSIBILITIES**

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and the United States, including, but not limited to, generally, the foregoing rights:

SECTION 2 To make rules of procedure and conduct, to use improved methods and equipment to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in the sole charge of the quality and quantity of work required.

SECTION 3 To make reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the District provided that advance notice thereof is given to employees.

SECTION 4 To hire all employees, to promote, transfer, assign or retain employees in the positions with the District accordance to Civil Service regulations.

SECTION 5 To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good, and just cause according to law, and subject to the grievance procedure herein.

SECTION 6 To lay off employees in the event of lack of work or funds or other conditions where the continuation of such work would be inefficient and nonproductive, so long as such lack of work or funds is bona fide.

SECTION 7 . Pursuant to the State of New Jersey and the United States, the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Board, the adoption of the policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and law of New Jersey and the United States.

SECTION 8 The employer shall agree to abide by the rules and regulation of NJ State Ethics regarding employee confidentiality and personnel matters.

SECTION 9 The District shall advise the IAFF in writing when it creates a new paid position or title in the Districts Fire Department.

**ARTICLE 5**  
**SAVINGS CLAUSE**

SECTION 1. It is understood and agreed that if any provision of this Agreement or the

application of this Agreement to any persons or circumstances shall be held invalid, the remainder of the Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 2. If any such provisions are so invalid the Employer and the Employees will meet for the purpose of negotiating changes made necessary by the applicable law. All current policies not covered in this Contract shall remain in full force

## **ARTICLE 6** **SICK LEAVE/DISABILITY**

SECTION 1 All permanent full time employees covered by this Contract shall be granted sick leave as per the following. Calendar year shall begin January 1<sup>st</sup> and end December 31<sup>st</sup>

- a) For one (1) year or service and over the employee shall receive one hundred fifty (150) hours beginning January 1<sup>st</sup> of each calendar year.

SECTION 2 Sick leaves shall be limited to immediate family such as spouse, children, and mother, father, sister, and brother, natural and legal foster children.

SECTION 3 The amount of such leave not taken shall accumulate from year to year. All allotted sick time shall be available to each employee on January 1<sup>st</sup> of each year according to their years of service.

SECTION 4 Sick leave is defined as temporary inability to perform one's duties by reason of illness or injury off the job.

SECTION 5 All permanent employees shall at his/her retirement in good standing, cause to be paid to him/her the full amount of sick leave accrued up to a maximum of one hundred fifty days, with a cap of \$15,000 upon retirement.

SECTION 6 The employer may require proof of illness of an employee on sick leave whenever it is suspected that there is misuse or abuse of sick days. Abuse of sick leave shall be cause for disciplinary action.

SECTION 7 A doctor's note shall be required after an illness of three (3) consecutive days or more. Failure to provide a doctor's note may result in disciplinary action. No other proof or verification is necessary for less than three (3) days.

SECTION 8 In the event of the death of an Employee, his survivor, being his spouse or his legal designated beneficiary (on file), shall receive payment for unused accumulated sick days on a pro-rated basis.

SECTION 9 In the event an Employee is injured in a work related accident, he shall be compensated under the Workers Compensation Laws. In the event an Employee is out for more than (10) ten days with any illness or non-work related injury, the Employee shall file with the State Disability Program. The Employer will make up the difference between the amount the Employee receives from Workers Compensation and Disability insurance and the employee's regular salary. This additional sum shall be paid for a period not to exceed one year. During the period of time that the Employee is collecting Workers Compensation and Disability, the employee's sick leave accrued shall not be charged.

SECTION 10 For employees not entitled to disability leave allowance under State Statute who are exposed to a communicable disease in the line of duty and for whom specific screening or preventive medication is necessary in order to prevent the employee from acquiring the disease, the Employer will pay for the cost of same as long as treatment is attained.

SECTION 11 All permanent full time employees covered by this Contract not using sick leave for a full year shall be granted an incentive as per the following. Calendar year shall begin January 1<sup>st</sup> and end December 31<sup>st</sup>. The incentive shall be paid in the second pay period of the preceding year. For purposes of this incentive utilizing a portion of sick time will constitute a sick day.

- a) "0" days = \$500 incentive
- b) "1" day - \$250 incentive

## **ARTICLE 7 HOURS OF WORK**

SECTION 1. Regular work schedule shall be 12-hour workdays Monday through Friday between the hours of 6am and 6pm for each fire suppression employee.

SECTION 2. Employees shall be entitled to a (45) forty five minute lunch period included in said time period. There shall be one fifteen (15) minute morning rest period and one ten (10) minute afternoon rest period per day. There shall be a ten (10) minute rest period after each fire call, commencing after all trucks are in operating order.

SECTION 3. The schedule shall follow the basis of Appendix "C"

## **ARTICLE 8 OVERTIME**

SECTION 1. The parties agree that Employees other than those holding the rank of Chief or Deputy Chief shall be entitled to overtime for those hours worked beyond the normal twelve (12) hour work day as hereinabove set forth at the rate of time and one-half in those instances where the Employees are required to extend the normal working day schedule in connection with the performance of duties as required by Employer unless otherwise provided herein. The parties agree that Employees shall be entitled to overtime computed in fifteen (15) minute increments for those hours worked beyond the normal (12)12 hour day hour workday for Fire Suppression Personnel as herein above set forth at the rate of time and one-half (1 ½) times the employee's hourly rate in those instances where the Employees are required to extend the normal working day schedule in connection with the performance of duties as required by Employer unless otherwise provided herein.

SECTION 2 Employees other than those holding the rank of Chief or Deputy Chief shall be compensated at the rate of time and one-half per hour or comp time at the same overtime rate for attendance at drills, schools and job related training needed to maintain current certification if classes are attended outside the work schedule approved by the employer. Overtime rate shall be computed on a 2080 hour schedule.

SECTION 3. The parties recognize and agree that under certain circumstances, employees may be called for duty from home after the regular working hours or schedule. Employees other than those holding the rank of Chief or Deputy Chief called back to work after the completion of their shift shall be compensated at the rate of time and one-half for the hours worked and shall receive minimum two (2) hours compensation in the event of a call-back. Employees recalled due to an incident may, at their discretion, remain on duty until Fire Operations have been dismissed.

SECTION 4. Any time an Employee, other than those holding the rank of Chief or

**ARTICLE 10**  
**BEREAVEMENT LEAVE**

SECTION 1. Every Employee may be granted leave with pay upon the death of a member of his/her family. Such leave shall be from the date of death to three (3) days after the funeral. Additional days shall be granted if travel time is required at the discretion of the Board.

SECTION 2. The "family" shall include spouse, children, parents, sisters, brothers, spouse's parents, sister and brother in-law, grandchildren, aunt, uncle or grandparents of the employee or spouse.

SECTION 3. In the event of a death of a firefighter or Jackson police officer in the line of duty in the State of NJ, the Union designee's, shall be excused from their work assignments for the day to attend said funeral. Such funeral leave is to be granted as many times as may be necessary during any given year. Such funeral leave is not to be deducted from any other leave. A Fire Department vehicle shall be provided, if available, and Class A uniforms shall be worn.

Section 4. One (1) day Bereavement leave may be requested to attend the services of a non-family member.

**ARTICLE 11**  
**MATERNITY LEAVE**

SECTION 1 All female employees of the District shall be entitled to thirty (30) days of maternity leave, that may be started before child birth depending on the advice of their medical professionals. It is further understood that additional time off may be needed, in such cases the Board agrees to follow all NJ FMLA Laws for Pregnancy and Maternity Leave.

SECTION 2 All male employees of the District shall be entitled to one (1) day off for the birth of a child, without loss of their own personal or vacation time. All male employees of the District shall be entitled to three (3) days off for the birth of a child, without loss of their own personal or vacation time.

**ARTICLE 12**  
**CLOTHING ALLOWANCE**

SECTION 1 At the beginning of each year each employee shall be allotted annually a \$1,000.00 uniform component maintenance & replacement allowance. Employees shall present payment to the district clerk either by receipt reimbursement or by district voucher system. The district clerk shall keep record of the balance of each employee. All requests must be made by the 1<sup>st</sup> of any given month.

SECTION 2 All probationary firefighters shall receive at no cost to them the necessary equipment and clothing outlined in the S.O.G.'s to start their job.

SECTION 3 The employer will replace or repair clothing damaged during the performance of duty. The employee is responsible for clothing damaged due to abuse or neglect.

SECTION 4 Upon title changes to Captain or Lieutenant, the board shall provide said personnel with: Silver hat band for bell hat, 2 pairs of collar insignia equated to respective rank, 2 uniform badges equated to respective rank, 1 hat badge, 3 long sleeve uniform shirts, 3 short sleeve uniform shirts and 1 helmet shield. Upon title changes to Battalion Chief, Deputy Chief and Chief of Department, the board shall provide said personnel with: new Class "A" uniforms (as described in current operating guideline), 2 uniform badges, 3 long sleeve uniform shorts, 3 short sleeve uniform shirts

Deputy Chief, is required to appear in Court or related Fire District business, at a time other than during his regular work schedule, the employee shall be reimbursed at the rate of time and one-half. A minimum of (2) two hours compensation shall be paid for court or related appearances

SECTION 5 An employee may elect to receive payment of his/her compensatory time up to 100 hours per year. The Board shall be notified in writing no later than November 1<sup>st</sup> of each year. The Board shall make payment to the employee within 30 days of receipt of request.

SECTION 6 It is understood that employees may be asked with 30 days advanced notice to work normal days off to maintain adequate staffing for the district at the request of the ranking career officer or the Supervisory Commissioner.

## **ARTICLE 9 VACATIONS**

SECTION 1. Employees shall be entitled to working time reflected as a vacation with pay at their regular rate in pay in accordance with the following schedule. Calendar years shall be defined as January 1<sup>st</sup> to December 31<sup>st</sup>. These days may be taken at any time after they are earned subject to the approval of management.

- a. Beginning the third (3) calendar year, beginning January 1<sup>st</sup> and all succeeding years, employees shall be entitled to one hundred forty four (144) hours.
- b. Beginning the tenth (10) calendar year and succeeding years beginning January 1<sup>st</sup> and for all succeeding years, employee shall be entitled to one hundred ninety two (192) hours.
- c. Beginning the fifteenth (15) calendar year and succeeding years beginning January 1<sup>st</sup> and for all succeeding years, employees shall be entitled to two hundred forty hours (240) hours.
- d. Beginning the twentieth (20) calendar year and succeeding years beginning January 1<sup>st</sup> and for all succeeding years, employee shall be entitled to three hundred-(300) hours.

SECTION 2. The ranking career officer shall allot vacation periods in order to assure orderly operating and adequate continuous service, but will grant vacations so far as possible in accordance with the desires of the members in order of their seniority.

SECTION 3 Where in any calendar year an employee fails to take all or part of his vacation leave, such leave shall accumulate for use in the subsequent year only. The maximum amount of vacation that can be carried over in any given year is the amount issued to them as per section 1 a through d above in that year as per N.J.A.C. 4A: 6-1.2.

SECTION 4. In the event of a death of an Employee, the spouse, beneficiary or estate of said Employee shall receive payment for accumulated vacation provided for in this article.

SECTION 5. Employees who have an illness or injury while on vacation, may use their sick leave for the remainder of the illness or injury and have the vacation time adjusted provided proper notice is given and a doctor's certificate is presented to the Employer.



and 1 helmet shield.

SECTION 5 Employees shall be permitted to display on their uniform their highest level of certification and/or rank.

Section 6. Employees shall be permitted to wear "Summer Uniform" anytime temperatures exceed 65 degrees F.

### **ARTICLE 13** **HOLIDAYS AND PERSONAL DAYS**

SECTION 1. The following holidays or the day celebrated as such will be observed with full pay: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day and (1) Floating holiday. It is understood that employees may work certain Holidays when given 30 days minimum notice with the exception of Christmas, Thanksgiving, and New Years Day.

SECTION 2 Fire Officers shall work Presidents Day, Martin Luther King, Columbus Day and Veterans Day at regular rate of pay and compensated 12 hours compensation time. If an employee exceeds the compensation cap, they shall receive a floating holiday.

SECTION 3. In the event a holiday falls on an employee's regular schedule day off, Saturday or Sunday the employee shall receive a floating holiday.

SECTION 4. The Employees shall be entitled to three (3) personal days per calendar year. The personal days shall not be accrued by an Employee from year to year.

SECTION 5. In the event of a reduction in force layoff, the Employee will be entitled to all accrued vacation leave and compensation time and personal days accrued.

SECTION 6 Employees working observed holidays outlined in this agreement shall receive compensation at time and one half in addition to their regular rate of pay.

### **ARTICLE 14** **MEDICAL AND INSURANCE PROGRAMS**

SECTION 1. The Employer will provide, at no cost to the Employees their spouse and family, insurance coverage as described in general terms herein. Said plans shall cover employees as well as their spouse and children.

- a. The employer shall provide dental service insurance to all employees.
- b. Employer shall provide health insurance through New Jersey State health Benefits Program. Employees shall contribute toward the plan cost, in an amount consistent with that required by P.L. 2011, c. 78 and P.L.2010, c.2
- c. The employer shall provide each employee optical plan coverage for all employees at no cost to them on the condition that each employee must submit to an eye examination once every twelve (12) months. The Employer shall also compensate the Employees up to \$200.00 per year for eyeglasses.
- d. Employer shall maintain Life Insurance coverage in case of line of duty death.

SECTION 2 The Employer shall provide at no cost to the employee, their spouse and family medical and prescription coverage to all eligible retiring employee's with 15 years

of service within the Fire District until they reach eligibility for Medicare until which time it will be replaced with supplemental coverage. The employee must certify in writing to the board they have no other medical or prescription coverage. All Benefits shall take effect pursuant to the NJ State Health Benefits Program.

SECTION 3 each employee shall have the right to opt out of the health insurance plan provided by the District, and thereby shall receive cash compensation in lieu of enrollment in the health care plan. Compensation for opting out will be according to the following scale:

- a) Single - \$2,500.00
- b) Parent/Child - \$3,000.00
- c) Husband/Wife - \$3,500.00
- d) Family - \$5,000.00

Compensation for opting out will be paid in equal quarterly installments, and will be based on the employees last full years enrolled status, be it (a,b,c,d) within the scale. Any member may at any time elect to reenroll in the health benefits plan. It is however expressly understood that the member may have to wait until the insurance carriers open enrollment period to do so.

## **ARTICLE 15**

### **LEAVES OF ABSENCE**

SECTION 1. The Employer agrees to abide by the provisions of the Selective Service act and its judicial interpretations with respect to leaves of absence due to military service.

SECTION 2. Any employee covered by this contract shall be entitled to Military and National Guard and Reserve leave and pay in accordance with the Statute and Civil Service Rules and Regulations in such cases made and provided.

SECTION 3 The Employer agrees to pay full wages to any Employee obliged to serve on a jury provided the Employee pays to the Employer monies paid by the State or County for such service.

SECTION 4. Employees may be granted extended leaves of absence without pay according to NJ State Health Plan and the US Dept of Labor's Family and Medical Unpaid Leave Act

SECTION 5. The Employer agrees to abide by NJAC Title 4A for all leaves of absence.

Section 6. The Employee may opt to take up-to eighty (80) hours of sick time to be utilized as NJ Family Leave Time Annually. Said time shall count against the twelve week entitlement.

Section 7. Employees shall be allowed to use up to 12 hours of time annually (excluding sick time) for an "emergency purpose" this time may be called in and cannot be denied.

## **ARTICLE 16**

### **GENERAL PROVISIONS**

SECTION 1. Employee agrees to give Employer two (2) weeks notice of intent to resign.

SECTION 2. During the life of this Contract, the Employees agree that there will be no strike of any kind, slowdown, sit down, stay-in, boycott, unlawful picketing, work stoppage or any other type of organized interference, coercive or otherwise, with the Township of Jackson Fire District 3 business. In cases of such activity described herein, the Township of Jackson Fire District 3 may impose disciplinary measures or discharge

the Employees directly or indirectly involved. In consideration of the foregoing, the Township of Jackson Fire District 3 agrees not to lock out or cause to be locked out any Employee covered under the provisions of this Contract. Nothing set forth above shall prohibit the Employee from publicizing his aims and objectives by all lawful means.

SECTION 3 The employer shall take all necessary actions to have current promotional lists maintained for all ranks. Promotions and demotions shall be at the direction of the employer in conformance with NJ Civil Service and Dept. of Personnel rules and

SECTION 4 Vacancies shall be filled pursuant to N.J.A.C. 4:4-1.1, governing "Types of Appointments." Vacancies shall be filled pursuant to N.J.A.C. 4:4-1.1, governing "Types of Appointments." The Board shall fill any vacancy left due to retirement, resignation, or termination.

SECTION 5 Any employee participating in the NJ Civil Service Commission testing process shall be excused from work on the testing date.

SECTION 6 The minimum amount of officers shall consist of (1) One Captain and (3) Lieutenants in accordance with Appendix "C". This does not preclude the District from adding additional Career Officers or higher ranking officers in the future.

SECTION 7 The Board agrees to implement the twelve hour shift recommendations presented by P.F.A.N./I.A.F.F. Local 3874 as listed in Appendix "C".

## **ARTICLE 17**

### **EQUAL TREATMENT & CONFIDENTIALTY**

SECTION 1. To insure that the individual rights of the employees in the bargaining unit are not violated regarding employee confidentiality, coercion and employee rights, the employer shall conduct themselves in a manner described according to the NJ law on Ethics and abide by the law described in: Public Employee's Relations Commission, Federal Civil Rights Act, Public Law Chapter 123 of 1974, NJ State Statutes regarding Civil Service and Municipalities and related Local, State and Federal Law or regulations regarding Public Employees

## **Article 18**

### **SEPERATION DEATH AND RETIREMENT**

SECTION 1. Employees shall retain all pension rights under the State of New Jersey

SECTION 2. Employees retiring either after twenty five (25) years of service pursuant to N.J.S.A. 43:164-11.1 or having attained the age of fifty five (55) pursuant to N.J.S.A. 43:164-5 or as a result of a disability pension, whether work connected or not, shall be paid for all accumulated sick leave, personal days, holidays, vacation, and compensatory time as provided in this Agreement at the rate of pay at the time of retirement.

SECTION 3. Any separation of service or retirement that requires payment separation benefits shall notify the Board in writing by November 1<sup>st</sup> of the previous year.

1. The Board shall submit in writing to the employee a full breakdown of payment separation benefits within 30 days of notice of retirement.
2. One (1) full time separation benefit payment will be made on the (1<sup>st</sup>) of the month the employee is scheduled to separate or retire in a separate check.

SECTION 4. Separation shall be defined as any permanent cessation of employment but shall not be deemed to include temporary leaves of absence, vacations, or other temporary leaves.

SECTION 5. In the event of an employee's separation from service for any other reason not set forth in Section 2 above, accumulated vacation, and compensatory time shall be paid to the employee at the rate of pay at the time of separation.

SECTION 6. In the event of an employee's death, the beneficiary, estate or legal representative shall be paid all accumulated holidays, vacation, sick and compensatory time as provided by this Agreement at the employee's rate of pay at the time of death.

SECTION 7. The employee retiring after 20 years of dedicated service to the Fire District shall receive a gold retirement badge and full dress Class A uniform from the Employer as an expression of appreciation and gratitude for their faithful service to the community.

SECTION 8. Each employee shall receive \$100,000.00 term life insurance policy, the cost of which shall be paid by the Board.

#### **ARTICLE 19 PENSIONS**

SECTION 1. The employer shall, with contributions as heretofore, provide pension and retirement benefits to employees covered by this contract under the Police and Fireman's Retirement System, pursuant to provisions of the statutes and laws of the State of New Jersey.

#### **ARTICLE 20 SENIORITY**

SECTION 1 Seniority, for the purpose of this contract, is defined to mean the accumulated continuous service with Jackson Fire District No. 3, computed from the date of hire. Seniority, for the purpose of retirement benefits, is defined to mean the accumulated length of continuous service with the Fire District, from the date of hire.

SECTION 2. In determining seniority within the Association for the purposes of layoffs, promotions and vacation selection, prior service with another Police or Fire Department or other government agency shall not be considered in calculating seniority under this contract. In determining seniority within the Association for the purposes of layoffs, promotions, shift bidding, and vacation selection, prior service with another Police or Fire Department or other government agency shall not be considered in calculating seniority under this contract.

#### **ARTICLE 21 DISCIPLINE, SUSPENSION & LAYOFF**

SECTION 1. It is intended that the Employer will not discharge any Employee arbitrarily. An Employee may be laid off for economy, efficiency or other related reason. The employee shall be demoted in lieu of layoff whenever possible. An Employee shall be entitled to a hearing as herein before described in this Agreement. A written notice shall be served as outlined in N.J.A.C 11A:8-1 Layoff.

SECTION 2. If an employee is suspended, he/she shall not lose, during such period of suspension, any medical benefits to, which he/she would be entitled if on active duty. Such benefits shall include, but not be limited to, Health Insurance; Dental Insurance;

Vision and Disability etc. In the event an employee is found guilty of any violation of rules and regulations and or suspension is given to said employee, there shall be no enforcement of said fine until the employee has exhausted all means of the Fire District's appeal process. An employee found not guilty shall receive retroactive pay.

SECTION 3 Copies of disciplinary charges or other notices related to disciplinary action against a member of the Union will be furnished to the President or Vice President of IAFF Local 3874 within three (3) working days of the presentation of charges.

SECTION 4 Whenever an employee is to be questioned for disciplinary means by a supervisor, he/she shall have the right to request a representative of the Union be present at all stages of the questioning.

## **ARTICLE 22** **PERSONNEL FILE**

SECTION 1 A separate personal history file shall be established and maintained for each Employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Board of Fire Commissioners. Any person, for any reason whatsoever, will maintain no other file, document or dossier of personal records, official or otherwise.

SECTION 2. No detrimental document or report shall be placed in the Employee's personnel file or otherwise acted upon without prior conference with the Employee. The Employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The Employee shall also have the right to submit a written response to such material and his response shall be reviewed by Commissioners career firefighter's liaison and attached to the file copy.

SECTION 3. Any Employee shall have the right to inspect his personnel file during working hours upon request. An Employee shall have the right to review the contents of his personnel file and to indicate those documents, which he believes to be obsolete or otherwise inappropriate to retain. Said document shall be reviewed by the Supervisory Commissioner and shall be destroyed if deemed appropriate.

SECTION 4. Employees shall receive in writing a monthly report from the Board the amount of time they have accumulated for sick leave, vacation leave and compensatory leave.

SECTION 5 Minor discipline verbal or written letter entered into the employee's file shall be purged from the file (1) one year from the date of the letter. Purged letters shall be returned to the employee.

SECTION 6 Maintenance of the personnel file shall be in accordance with the Archive Laws of the State of New Jersey.

SECTION 7 Employees personnel files must be kept in a locked and secure safe to guarantee confidentiality.

## **ARTICLE 23** **COLLEGE & EDUCATION INCENTIVE**

SECTION 1. The Employer agrees to pay each of the Employees in its' employ, in addition to their annual salary, an educational incentive of \$1,000 for Doctorate, \$750.00 for Masters Degree, \$500.00 for Bachelor Degree, \$250.00 for Associate Degree for any degree program related to public administration or fire and emergency services who

successfully completes the course. The Board shall also reimburse cost of tuition and books for any college (Fire, EMS, Administration, Homeland Security, Emergency Management) related courses of study attended by the employee as approved. Payment for the course shall be made by the Board at the completion of the course upon the Employee presenting to the Board evidence of satisfactory completion of the course. The employee shall provide to the Board proof of course of study. If the employee separates employment with the District within three years of having received reimbursement, then the employee shall refund the District the full amount of the reimbursement for that three-year period. Employees separating employment due to retirement or disability shall not reimburse the Board. The employee will receive an incentive for the highest degree held only.

SECTION 2. Employees shall be reimbursed for the tuition cost or allowed to attend any training mandated by the State of New Jersey and/or approved by the Board as a condition for maintaining their status as a Firefighter/EMT, Fire Prevention Specialist, Fire Inspector, Fire Instructor, or Fire Official. The employer shall also keep a catalog/library of job related books and related training videos.

SECTION 3. Employees shall be reimbursed for the license certification fees for Firefighter/EMT, Fire Inspector, Fire Instructor or Fire Official.

SECTION 4. The Employer agrees that Employees will be allowed to attend any fire, E.M.S. and related specialty schools to keep up their certifications or upgrade the education of the Employee in his job description or duty as approved by the Board.

#### **ARTICLE 24**

##### **WIDOWED SPOUSE AND CHILDREN OF EMPLOYEE**

SECTION 1. The spouse and children of an employee, who dies in the line of duty, shall be given a scholarship referenced in Public Laws 1981, Chapter 300, incorporated herein.

#### **ARTICLE 25**

##### **SAFETY AND HEALTH**

SECTION 1. Medical Physical- Due to the nature of the job that may affect the employee's health, employees certified as EMT's shall have a complete physical every year paid for by the board paid for by the board by a physician designated by the employer. A basic form will be sent to the Employer (Commissioners) stating whether the firefighter is physically fit or not. A copy of the medical physical shall be sent to the employee and will remain confidential to the employer.

SECTION 2. Medical Physical- The employee shall have continued access to Centra State Health Awareness program.

SECTION 3 Annual Physical shall include the following: Complete Blood Count (CBC), SMAC Blood Analysis and Lipid Profile, Urinalysis, Lyme's Disease (possible symptoms or tick exposure), Hepatitis B boosters/titers, complete physical examination, pulmonary function test, Audiogram, basic vision, E.K.G., hemocult, vital signs, medical history, stress test after 40 years recommended by doctor. Baseline testing shall include; Aids, T.B., Hepatitis B, Lyme's. Every 5 years a chest X-ray shall be ordered.

SECTION 4 The employer shall provide additional testing if required at no expense to the employee if it is determined that the medical condition is work related or further testing is required to determine the employees fit for duty.

SECTION 5. The Employer shall cooperate fully in matters of safety, health and sanitation affecting the Employees. The employer shall furnish and replace turn out