

AGREEMENT

BETWEEN

COUNTY OF MIDDLESEX

-and-

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL #3527

January 1, 2009 through December 31, 2012

PART-TIME FIRE INSTRUCTORS

12/3/09

CONTENTS

ARBITRATIONS-----	5
BENEFITS-----	31
BREAKS-----	
BULLETIN BOARD-----	29
CORRECTIONS OF PAY CHECKS ERRORS-----	20
DISCHARGE AND DISCIPLINE PROCEDURES-----	22
DISCRIMINATION AND COERCION-----	12
DUE CHECK-OFF (See Union Security)-----	24
DURATION-----	32
EMANATING POLICY-----	30
EMPLOYEE EXPENSES-----	20
FULLY BARGAINED AGREEMENT-----	31
GRIEVANCE PROCEDURE-----	4
HOURS OF WORK-----	9
INSTRUCTOR TRAINING-----	21
MAINTENANCE OF WORK OPERATIONS-----	3
MANAGEMENT RIGHTS-----	2
MILEAGE ALLOWANCE-----	20

MISCELLANEOUS-----	20
NON-DISCRIMINATION (See Discrimination and Coercion)-----	12
PAY-----	8
PENSION-----	31
PERSONNEL FILES-----	15
PREAMBLE-----	1
PROBATIONARY PERIOD-----	13
RETROACTIVITY-----	27
SAFETY-----	17
SEPARABILITY CLAUSE-----	14
TRAINING BY OUTSIDE AGENCIES-----	20
UNIFORMS-----	18
UNION BUSINESS-----	26
UNION REPRESENTATIVES-----	28
UNION SECURITY (Dues Check Off)-----	24
WORK INCURRED INJURY-----	10

PREAMBLE

THIS AGREEMENT made the 3rd day of December 2009 between the COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board of Chosen Freeholders (hereinafter referred to as the "Employer"), and the I.A.F.F., Local #3527, Middlesex County Part Time Occasional Fire Academy Instructors (hereinafter referred to as the "Union");

WHEREAS, the Union has been selected as the bargaining agent for the employees defined in accordance with the Public Employee Relations Act as amended, and said Union has been certified as such by the Public Employment Relations Commission; and

WHEREAS, the Union and the Employer have engaged in negotiations;

NOW, THEREFORE, subject to law as herein provided and in consideration of the following mutual promises, covenants and agreements contained herein, the parties agree as follows: The County hereby recognizes I.A.F.F., Local #3527 as exclusive bargaining representative for all Part-Time Occasional Fire Academy Instructors whose classifications are covered in PERC, Docket No. R.O.-93-9. Regardless of employee's permanent or provisional status, except for exclusions either negotiated or determined by PERC to be ineligible titles.

ARTICLE 2
MANAGEMENT RIGHTS

A. Middlesex County hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing the following rights. The executive management and administrative control of the County Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the County. To make rules of conduct, to use improved methods and equipment, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required. To hire all employees, whether permanent, or temporary, to promote subject to Department of Personnel, transfer, assign or retain employees in positions within the County.

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

C. The County agrees to apply all rules and regulations promulgated by the New Jersey Department of Personnel concerning any matter whatsoever not specifically covered by this Agreement.

ARTICLE 3

MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (the concerted failure to report for duty, work stoppage, slow-down, walk-out or other illegal job action against the County).

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activity by Union members shall entitle the County to invoke appropriate penalties.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the County and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliances with the Union order.

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

E. The County agrees not to lock-out its employees.

ARTICLE 4

GRIEVANCE PROCEDURE

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

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss or resolve the matter informally with any appropriate member of the Department. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article. The local Union President or designee, steward or the I.A.F.F. shall be recognized as the representative for presenting an employee grievance from initial filing to conclusion of the grievance in accordance with the following procedure.

C. With regards to employee, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application, or violation of this Agreement.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

Step One: The Union shall present the employee grievance or dispute to the employee's immediate supervisor within ten (10) working days of its occurrence, or within ten (10) working days after employee knew or should have known of its occurrence. Failure to act within said time shall be deemed to constitute abandonment of grievance. The supervisor should respond

in writing within five (5) working days.

Step Two: If the grievance has not been settled, it shall be presented in writing by the Union to the Department Head within five (5) working days after the supervisor's response is due in Step One. The Department Head or designated representative shall attempt to adjust the matter and shall respond to the Union in writing within five (5) working days thereafter. The written grievance at this Step shall contain the relevant facts and a summary of the application Section of the contract violated, and the remedy requested by the grievant.

Step Three: If the Union wishes to appeal the decision of the immediate supervisor, such appeal shall be presented in writing to the Personnel Director or designee within six (6) working days thereafter. The presentation shall include copies of all previous correspondence relating to the matter in dispute. The Personnel Director or designee agrees to meet if requested in writing within ten (10) working days of the request. The Personnel Director or designee shall respond in writing to the grievance within ten (10) working days of the submission or meeting, whichever is later.

1. **Specific Issue Arbitration**

It is agreed to and understood that either the Union or the County may petition for a binding principle decision on the specific issue through the arbitrator, which shall be a final and binding decision in the specific issue addressed. The cost of the arbitrator's fee shall be shared equally by the Employer and the Union. Any other expenses incurred shall be paid by the party incurring same. The decision shall be in writing with reasons therein. Time extensions may be mutually agreed to by the Employer and the Union.

2. Procedures

a. The parties direct the arbitrator to decide as a preliminary question whether he has jurisdiction to hear and decide the matter in dispute.

b. Only one grievance at a time may be submitted to arbitration under Section 1.

c. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the fact presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter, in any way, the provisions of this Agreement or any amendment or supplement thereto.

E. Upon prior notice and authorization of the Personnel Director, the designated Union Representative shall be permitted to confer with employees and the County on a specific written grievance in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the County.

F. The time limits expressed herein shall be strictly adhered to. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort will be made to expedite the processing of the grievance. Failure to move a grievance to the next step will be considered a denial of the grievance at that step. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for the grievance at any step in the grievance procedure.

G. Employee grievances shall be presented on the existing approved grievance forms.

H. It is understood that the employees must sign their individual grievances. Grievances without an employee's signature shall not be accepted or processed.

I. No employee shall be disciplined without just cause.

ARTICLE 5
HOURLY RATES

PAY

A. New Employees. New employees, i.e., those coming onto the County payroll within three (3) years from their date of hire as Part-Time Fire Instructors for the County will be paid at the hourly rate as set forth below:

2009 - \$18.50/hr.
2010 - \$18.87/hr.
2011 - \$19.44/hr.
2012 - \$20.71/hr.

B. Employees with 3+ Years.

At the expiration of their first three (3) full years on the County payroll after they commenced their employment as County employee Part Time Fire Instructors, these persons shall be entitled to be paid at the below listed hourly rate:

2009 - \$25.00/hr
2010 - \$25.50/hr.
2011 - \$26.27/hr.
2012 - \$27.27/hr.

C. Supervisors Management has the exclusive right to determine the number of supervising part-time instructors ("supervisors") for any class or training session, or whether any part-time instructor is needed to serve as a supervisor, and, in return for a part-time instructor designated by management performing the assigned supervisory functions, that a part-time fire instructor shall receive an additional \$1.00 per hour for that tour of duty, the inclusive hours for which shall be set by management.

D. Lead Instructors Lead instructors shall receive an additional \$.50 per hour for that tour of duty on which they are authorized to serve as lead instructors, the inclusive hours for which shall be set by management. The responsibilities of a lead instructor shall include, but not be limited to the following:

1. Directs other Instructors in set up and administering of lesson plans;

2. Assigns Instructors responsibilities pertaining to lesson. (Ex. EMT, Safety Officers, Drivers, etc.).
3. Responsible for completing appropriate paperwork – (compliance checklist, class daily log. . . etc.).
4. Responsible for student evaluation and reporting to Management.
5. Assists students to ensure a complete understanding of class curriculum including scheduling of make-up classes.
6. Directs a course of action for handling student situations involving tardiness, not reporting to class, discipline . . . etc., and recommends Management's action.
7. Responsible for ensuring that all equipment used is returned in operating condition and writing up defective equipment and conditions.
8. As Management may otherwise direct.

ARTICLE 6

HOURS OF WORK

A. Part time occasional Fire Instructors may work up to eight (8) hours a day with a forty-five (45) minute lunch period and two (2) rest periods of fifteen (15) minutes each, one in the morning and the second in the afternoon, when working a full day schedule, Sunday through Saturday; and up to four (4) hours, when working a half shift, with one rest period of fifteen (15) minutes.

B. They shall receive a minimum of four (4) hours pay for any part of a half shift and working less than eight (8) hours but more than four (4) hours in a day shall entitle the employee to be paid for the hours actually worked.

C. Weeknight work hours shall usually commence at 7:00 p.m. and terminate at 11:00 p.m. Weekend work shall usually start between 7:30 a.m. and 8:00 a.m., depending on the courses or drills running. However, part time occasional staff may be required to work a variant of hours as needed by management in order to maintain a proper and efficient operation.

D. Lead instructors shall usually commence work thirty (30) minutes prior Instructor's start time.

E. Supervisors shall usually commence work sixty (60) minutes prior to Instructor's start time and shall be paid through lunch.

ARTICLE 7

WORK INCURRED INJURY

A. Employees who are injured, whether slightly or severely, while working, must make an immediate report whenever possible and in no event later than forty-eight (48) hours thereafter to the Department Head if earlier notification is not possible.

B. Employees may not return to work without a certification from his/her physician that he/she is capable of returning to work. Should the County wish any additional opinion other than what is specified above, it may order the employee to a medical physician for a certification to return to work at County expense. Should there be a difference of opinion between the two doctors, then the County will send the employee to a third doctor at County expense.

C. For the purpose of compliance with the requirements of N.J.S.A. 34:15-1 et seq., the procedures outlined below shall be followed.

1. As soon as possible, but not later than forty eight (48) hours after the occurrence of any injury covered by this section, the injured employee shall complete the customary injury report(s) required by the State of New Jersey Department of Labor and Industry. Such forms may be obtained from the Director of Personnel and Employee Relations.

2. Within forty eight (48) hours from notice of the occurrence of an injury covered by this section, the Department Head shall furnish information on the forms supplied by the Director of Personnel and Employee Relations and one (1) copy of said report shall be submitted to the Clerk of the Board of Chosen Freeholders.

3. The Director of Personnel and Employee Relations shall cause an investigation to be made to said injury and upon completion of said investigation shall recommend to the Board of Chosen Freeholders the action to be taken pursuant to Paragraph C of this section and pursuant to the requirements of N.J.S.A. 34:15-1 et seq.

4. The Director of Personnel and Employee Relations shall cause to be filed with the Clerk of the Board of Chosen Freeholders a semi-monthly report list setting forth the agreements and terms for reimbursement as provided in Paragraph 1 of this section.

D. All of the requirements of N.J.S.A. 34:15-1 shall govern and control the Injury Leave and Compensation Benefits including the requirements for reimbursement and the basis for not granting an Injury Leave as more fully set forth in the Codified General Resolutions of the County of Middlesex 4A-13.6 or any amendments or supplements thereto.

ARTICLE 8

DISCRIMINATION AND COERCION

A. The Employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, martial status, sex, national origin, political affiliation, sexual orientation, and physical or mental disability, **or other legally protected category.**

B. The Employer and the Union agree that all employees shall be covered under the Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such factitively. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE 9

PROBATION PERIOD

A. All Part-Time Instructors hired during the term of this Agreement shall serve a probationary period of the part-time equivalent of three (3) months of full-time work (i.e.: 13 weeks = 65 days=520 hours). During this probationary period, the County reserves the right to terminate a probationary part-time employee for any reason. An employee if terminated shall not have recourse through the grievance procedure set forth in this Agreement.

ARTICLE 10

SEPARABILITY

A. If any provision of this Agreement or any application of this Agreement to any employer or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or Court of competent jurisdiction unlawful, the parties agree to negotiate a subsequent provision thereof.

ARTICLE 11

PERSONNEL FILES

A. A separate personnel history file shall be established and maintained for each employee covered by this Agreement. Personnel history files are confidential records and shall only be maintained in the Middlesex County Personnel Director's offices.

B. Each employee shall have the right to inspect and review his or her own individual personnel file, upon request to the Employer. Employer recognizes and agrees to permit this review and examination at any reasonable time. Employees shall have the right to photocopy at the employee's expense, define explain, or object in writing to anything found in his or her personnel file, and this writing shall become a part of the employee's personnel file. Such response must occur within ten (10) days of discovery in file or be waived.

C. All personnel history files shall be carefully maintained and safeguarded.

D. Employees shall receive a copy of each derogatory or disciplinary documents being placed in his or her personnel file within ten (10) days. The employee shall sign off and date any document given to him, and have the right to place a written rebuttal response to any and all disciplinary documents contained in the personnel file. All warnings and minor reprimands over one (1) year old shall be deleted from the County's personnel file provided there are no subsequent reprimands, warnings, corrected and/or disciplinary actions of the same nature in the employee's file. It is further understood that all major disciplinary actions will remain in the employee's file.

E. The files maintained by the County Personnel Director are the official personnel files for all employees. No other official file or personnel record will be maintained. However, it is agreed that a departmental reference file will be maintained for day-to-day reference.

ARTICLE 12

SAFETY

A. The employee, upon discovering an unsafe or hazardous condition, will as soon as possible, tell his supervisor and put such complaint in writing. The supervisor shall investigate said complaint and report on his investigation to both the employee and the Department Head in writing.

B. All County employees are required to have a high regard for personal safety and the safety of others.

C. The Employer agrees to comply with P.E.O.S.H.A. standards for safety. The Union and an employee will give the County written notice of an alleged safety problem. The County will be given a reasonable period of time to investigate and/or correct the alleged safety problem prior to the employee or Union filing a complaint with P.E.O.S.H.A.

D. The Union shall have the right to appoint with confirmation by the County three (3) members to a safety committee who shall have the authority to review alleged safety complaints with approval and prior notice to the County.

E. Failure to use safety equipment may subject the employee to disciplinary action.

ARTICLE 13

UNIFORMS AND PERSONAL PROTECTION EQUIPMENT

A. Subject to paragraph L below, upon becoming a County employee Part-time Fire Instructor, the employee shall be entitled to receive from the County, the following uniforms:

- i. Three (3) short sleeve polo shirts and three (3) long sleeve polo shirts. Shirts are to be Navy blue color with name (1st initial and last name) embroidered over right breast. Middlesex County Fire Academy over left breast.
- ii. Three (3) pairs of pants, BDU style.
- iii. One (1) pair of boots, 8" side zip.
- iv. 1 Uniform jacket, Eisenhower style. Jacket to have American Flag on left sleeve and Fire Academy insignia on right sleeve.

B. Uniforms shall be replaced by the County as shall be reasonably determined by management on an as needed basis due to ordinary wear and tear during the course of County employment. If damage to the uniform is due to misuse, negligence, carelessness or intentional act of the employee, then the employee shall replace the uniform themselves at their sole expense.

C. Turnout clothing will be maintained by the management for integrity and cleanliness, and it will be inspected by representatives of management and the Union's safety committee at least twice a year.

D. Any protective clothing found to be unsafe shall be removed from service immediately and replaced immediately.

E. Subject to paragraph L below, the minimum PPE assigned to each staff member is as follows:

1. Structural Firefighter's helmet
1. Rescue helmet
2. Gloves
3. Leather bunker boots
4. Bunker coat
5. Bunker pants with suspenders
6. Hood
8. SCBA Mask (with eyeglass kit as needed)

F. The Union and Fire Academy management shall mutually agree upon the quantity, type, specification and conditions of use for all PPE clothing and equipment.

G. All protective clothing and equipment provided by the County shall meet or exceed the requirements of the applicable Federal O.S.H.A., N.J. P.E.O.S.H.A., ANSI or other appropriate nationally recognized standards.

H. Union members shall not be prohibited from using mutually agreed upon supplemental protective clothing or equipment that the member has obtained for his/her own use. The protective clothing or equipment shall be appropriate for the hazards present or expected, and shall meet or exceed the standards noted above.

I. Turnout gear assigned to a member is to be used by that assigned member only. If any violation of this article should occur the gear shall be cleaned professionally as per the Agreement. Said member shall not be subject to loss of time and wages while gear is being cleaned.

J. Any division from the above shall be mutually agreed upon by the Union and Fire Academy management.

K. In addition to protective clothing and equipment noted above, the Fire Academy shall provide each member with the appropriate protective clothing and equipment that may be required for any operation, evolution or function. Such protective clothing and equipment shall be subject to the terms and conditions noted in this section.

L. The provision of paragraphs A and E of Article 13 are prospective from the date the County agrees to the terms of this contract, unless implemented earlier by the Fire Marshall.

ARTICLE 14
MISCELLANEOUS

A. EMPLOYEE EXPENSES:

1. When the performance of any job requires the use of specialized equipment, such as rain gear, coveralls, and/or safety equipment, they shall be provided by the Employer at no expense to the employee.

B. MILEAGE ALLOWANCE:

When an employee shall be required to use his/her personal vehicle in any Employer-connected business, he/she shall be entitled to the allowance as established by the policy of the Middlesex County Board of Chosen Freeholders. Additional expenses such as parking, tolls, etc., shall be reimbursed to the employee upon submission of a receipt and voucher.

C. CORRECTIONS OF PAYCHECK ERRORS:

The County shall correct and adjust any errors in any employee's paycheck within the immediately succeeding pay period after appropriate notice is received in the Payroll Section. The "immediately succeeding pay period" will be determined giving due consideration to regular payroll processing cut-off dates. A list of these dates will be made available to the Union.

D. TRAINING BY OUTSIDE AGENCIES:

Whenever outside agencies make use of the Fire Academy, they shall be accompanied by at least one Academy Instructor, or more, as determined by the Management. The Union may make recommendations to the Fire Marshal, which he may consider for health and safety in regard to students and instructors ratio.

E. INSTRUCTOR TRAINING:

1. Employee instructors assigned to train on or with certain props or in certain circumstances shall receive training on equipment and props that are a part of the Academy training aids as Management determines and provides. Such training shall be fully compensable.

2. Instructor CEU credits required by the State for instructor certification shall be made available by the County at the Academy, or elsewhere as management may authorize. Instructors shall acquire the necessary number of credits for their re-certification from regularly scheduled courses offered by the County and the County shall not be required to make any special arrangements for any instructor who does not attend a sufficient number of regularly scheduled courses to be recertified in the three year time period to do so. Instructors shall be entitled to be paid for their actual authorized course time at their hourly rate of pay. Attendance at courses given by anyone other than the County that is not authorized by the Fire Marshal in writing shall not entitle the instructor to be paid for their time or the course expenses. Such training shall not be given during the regular semester, but shall be compensable at times spent in the course, but in no event for less than two (2) hours of time.

3. Any fire instructor hired at Level 1 certification status shall obtain Level 11 status within thirty (30) months of their date of hire. Failure to do so shall result in their immediate termination.

4. All instructors shall maintain Level 11 certification along with SCBA/Smokehouse and Live Burn certifications per Division of Fire Safety. Lapse of any of these certifications

shall result in immediate suspension, if at the end of the six month grace period the lapse has not been cured the instructor shall be terminated.

5. Group meetings called by the Fire Marshal shall be paid for a minimum period of two (2) hours if less than that amount of time is spent in such meetings, and time spent if greater than two (2) hours.

6. Emergency Medical Technician (EMT)

EMT assignment shall be posted as a regular instructor assignment.

The duties are as follows:

- a. EMT shall remain outside of the IDLH atmosphere and remain ready for emergency operations.
- b. EMT may be assigned to other duties such as SCBA bottle refilling, personal accountability, safety officer, etc., as long as they do not interfere with emergency response capabilities.

7. Management along with the fire instructors will put in place a Heat Index Guide for all training. **The Heat Index Guide will not be in the contract.**

8. The provisions of paragraph 6 and 7 of Article 14 are prospective from the date the County agrees to the terms of this contract.

ARTICLE 15

DISCHARGE AND DISCIPLINE PROCEDURES

A. It is expressly understood that the Employer shall have the right to discipline or discharge any employee; however, the Employer agrees that it shall not discipline or discharge any employee covered by the terms of this Agreement without just cause, except that this discharge may be for economic reasons.

B. Discipline shall be appealed through the filing of a grievance with the Department Head within no later than ten (10) business days from the date the decision is provided to the employee (Step 1). No response within ten (10) business days after service of the grievance upon the Department Head shall constitute denial of the grievance. The employee seeking to appeal that denial shall within no later than ten (10) business days thereafter serve an appeal to the Director of Personnel, who shall have twenty (20) business days from receipt of the appeal to render a decision (Step 2). No response shall constitute a denial of the appeal. If the grieving party is unsatisfied with the decision as to minor discipline at Step 2, the matter shall be submitted for arbitration within no more than ten (10) business days thereafter, which shall be the exclusive means of appeal review of the matter. Major discipline shall be appealed from Step 2 pursuant to the New Jersey Administrative Code. All time limits shall be strictly followed. The failure to do so, or to follow a step, shall constitute a waiver of the grievance and appeal.

C. Any of the following shall be cause for removal from the Employer's service, although removals may be made for sufficient causes other than those listed as follows:

- a) Incompetency, inefficiency or failure to perform duties;
- b) Insubordination;
- c) Inability to perform duties;
- d) Absenteeism or lateness;
- e) Conviction of a crime;
- f) Conduct unbecoming a public employee;
- g) Neglect of duty;
- h) Misuse of public property, including motor vehicles; and
- i) Other sufficient cause.

D. Missing Schedule Assignments:

1. Within any one semester, if an instructor does not report for a scheduled assignment and does not call at least two hours before their scheduled start time to report off for any assignment, they shall be subject to the following action:

1st offense - Oral reprimand that is memorialized by a written memo of the Oral reprimand and placed in the Personnel File of the Instructor.

2nd offense - Written reprimand placed in the personnel file of the Instructor.

3rd offense - Passed over on teaching list for one semester.

4th offense - Dependant upon the results of a hearing may be removed from unit, i.e. termination.

2. Within any two consecutive semesters, if an instructor repeats the offense described in 1 above on four occasions, the discipline shall be removal from the unit, i.e., termination.

ARTICLE 16

UNION SECURITY

A. Representative Fee:

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter or any new employee who does not join within ninety (90) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment within the Unit shall, as a condition of employment, pay a representative fee to the Union by automatic payroll deduction. The representation fee shall be in the amount equal to no more than eight-five (85%) percent of the regular Union membership dues, fees, and assessments, as certified to the County by the Union, provided that in the event the governing statute is amended as to either increase or decrease the permissible amount of the representation fee, this agreement shall be deemed to have been automatically amended to conform to such statutory change.

B. Procedure:

1. Notification: Prior to March 1 of each year, the Union will submit to the to the County a list of those employees who have not become members of the Union for the then current year. The County will deduct from the salaries of such employees, in accordance with Section 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

2. Payroll Deduction Schedule: The County will deduct the representation fee in equal installments bi-weekly, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question, and will make every effort to transmit the collective monthly dues to the representative Union by the fifteenth (15th) of the following month. No deductions will be made the last pay period of June and December. The deductions will begin with the first paycheck paid: (a) ten (10) days after receipt of the aforesaid list by the County, or (b) thirty (30) days after the employee begins his/her permanent employment in a bargaining unit position.

3. Mechanics of Deduction and Transmission of Fees: Except as otherwise provided in this article, the mechanics of such fees to the Union will be the same as those used for the deduction and transmission of regular monthly membership dues to the Union which shall be deducted on the first pay period of the month.

4. Changes: The Union will notify the County in writing of any changes in the list provided for in Section One above and/or the amount of the representative fee, and such changes will be reflected in any deductions made more than ten (10) days after the County receives said notice.

C. Indemnification: With respect to dues deductions, representation fee deductions, and the Union's demand and return system established pursuant to law, the Union shall indemnify, defend, and hold the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the County pursuant to the above provisions concerning dues deductions and representation fee. It is furthermore expressly understood that the representation fee provision

set forth above shall not be effective unless and until the Union shall have notified the County in writing that it has adopted a demand and return system which fully complies with applicable statutory provisions.

D. Any Union member desiring to resign from the Union shall be permitted to do so only two (2) specific occasions during the calendar year, i.e., on January 1st or July 1st. This request must be in writing to the President of the Union and the Employer's Comptroller.

E. Upon the receipt of a lawfully executed written authorization from any employee, the County agrees to deduct the regular monthly dues of such employee from his/her paycheck and remit such deduction to.

The Union will notify the County in writing of the exact amount of such regular membership due to be deducted.

A. UNION BUSINESS:

The Employer shall provide a meeting room for Union meetings at the Fire Academy site when necessary.

ARTICLE 17

RETROACTIVITY

The provisions of this contract shall be retroactive to January 1, 2009.

ARTICLE 18

UNION REPRESENTATIVES – RIGHTS AND PRIVILEGES

A. The Union shall have the right to designate such of its members as it, in its sole discretion, deems necessary to act as stewards. Such stewards and other authorized Union representatives shall not be discriminated against due to their legitimate Union activities.

B. Nothing contained herein shall prohibit the County from transferring and/or reassigning stewards and/or officers, so long as such transfer and/or reassignment are not due to their Union activities.

C. The Union shall furnish to the Employer a list of duly elected or appointed stewards within the (1) days after their election or appointment.

D. A steward may arrange to check time cards, time books, and time sheets at reasonable times, so long as there is not interference with proper service to the public. An employee may arrange with the supervisor to check his/her time card, time book, or time sheets, at any reasonable time.

E. Whenever a representative of the Union of any employee is required by the Employer or the Union to participate during working hours in contract negotiations, grievance procedures, arbitration hearings, disciplinary hearings, unfair practice charges, or formal conferences within the County complex, the employee shall suffer no loss in pay.

F. PERC attendance shall not exceed one (1) Union representative with no loss in pay.

G. The Union shall have the use of the bulletin boards and inter-office mail for official Union business.

H. Union representatives, who are not County employees, will be permitted, with advance notice and approval, to visit with employees during working hours at their work stations for the purposes of assessing Union representation matters only. Such representatives shall also be recognized by the Employer as authorized spokespersons for the Union in meetings between the parties regarding employee representation matters.

I. Union offices and stewards in cooperation with the Employer shall have the right to enter upon the premises of the Employer during working hours, with no loss in pay, for the purpose of conducting normal duties related to the enforcement and policing of this Agreement, so long as such visits do not interfere with proper service to the public, and with prior notice to the Department Head or his/her designee.

J. The Union shall request these days at least one (1) week in advance.

ARTICLE 19

EMANATING POLICY

It is mutually understood and agreed that any emanating County policy will become a part of this Agreement.

ARTICLE 20

BENEFITS

County part-time Instructors historically have not had any County benefits or State pension benefits through PERS as County employees. Although they still unilaterally select what assignments they want to cover without being subject to assignment by the County, due to an increase in scheduled courses and part-time Fire Instructors covering these courses., effective January 1, 2004, part-time occasional Fire Instructors in this union shall be eligible for pension benefits from the County through PERS, providing that they satisfy the earning requirement(s) of PERS as a County employee.

The particular status of these union members, who otherwise are not eligible for any other County benefits, shall continue to govern and control all of the provisions of this Agreement and the law applicable to all issues arising hereunder, as has historically been the case, except as is noted above. Anything inconsistent or contrary therewith shall be null and void and unenforceable.

ARTICLE 21

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and statement by the parties.

ARTICLE 21

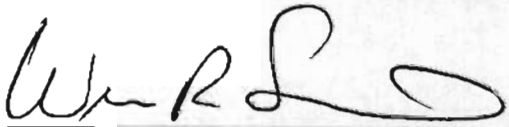
DURATION

This Agreement shall be in full force and effect as of the date of signing and remain in effect to and including **December 31, 2012**, without any reopening date. The Agreement shall continue in full force and effect from year-to-year thereafter, until one party or the other gives notice, in writing, at least sixty (60) and no more than one hundred and twenty (120) days prior to **December 31, 2012** and a new collectively negotiated labor agreement is entered into by the parties.


IN WITNESS WHEREOF, the parties have caused these presents to be signed by the parties and caused their proper corporate seals to be affixed the day and year first above mentioned.

SIGNED, SEALED AND DELIVERING IN THE PRESENCE OF:

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #3527

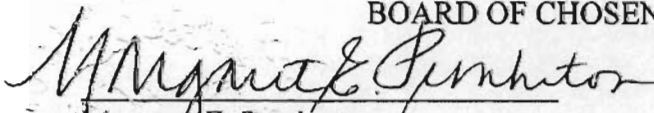

Union President

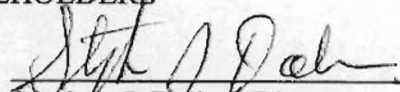
11/15/09
Date


Union Representative

11-15-09
Date

BOARD OF CHOSEN FREEHOLDERS


Margaret E. Pemberton
Clerk of the Board


Stephen J. Dalina, Director
Board of Chosen Freeholders

12/9/09
Date

APPROVED AS TO FORM AND LEGALITY:


ERIC M. ARONOWITZ, ESQ.
FIRST DEPUTY COUNTY COUNSEL