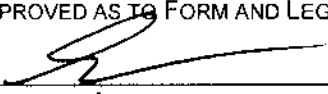


**TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY**

RESOLUTION

No. 20-497

APPROVED AS TO FORM AND LEGALITY



TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

 BA

TITLE

RESOLUTION AUTHORIZING A LABOR AGREEMENT BETWEEN THE TOWNSHIP OF HAMILTON AND THE FIREFIGHTERS MUTUAL BENEVOLENT ASSOCIATION LOCAL 84 (FMBA 84) FOR THE PERIOD OF JANUARY 1, 2021 TO DECEMBER 31, 2022

Whereas within the Township of Hamilton ("Township") there is established Hamilton Township Fire District Nos. 2, 3, 4, 5, 6, 7, 8 and 9 ("Fire Districts") which provide fire and emergency medical services to the residents of the Township; and

Whereas by Ordinance dated March 3, 2020, the Township dissolved the Fire Districts and assumed responsibility for the services and financial obligations of the same effective July 1, 2020 or such date as approved by the State of New Jersey, Department of Community Affairs, Local Finance Board; and

Whereas on September 9, 2020, the Township received approval from the Local Finance Board; and

Whereas effective on or about January 1, 2021, the Township's Department of Public Safety shall establish a Fire Division in the Department of Public Safety; and

Whereas upon dissolution of the Fire Districts, all uniformed personnel of the Fire Districts shall transition to the Township to provide fire protection and emergency medical services through the Township's Fire Division in lieu of the Fire Districts; and

Whereas the Township, as the successor employer to the Fire Districts, recognizes the Firefighters Mutual Benevolent Association Local 84 ("FMBA 84") as the exclusive majority representative for all rank-and-file firefighters and fire prevention specialists employed by the Township as the successor employer to the Fire Districts; and

Whereas the parties have engaged in good faith negotiations to create a collective negotiations agreement which sets forth the terms and conditions of employment for all uniformed fire personnel covered by the FMBA 84 bargaining unit; and

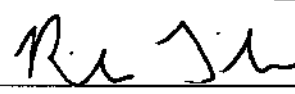
Whereas the parties have memorialized the results of their good faith negotiations in a final draft collective negotiations agreement between the Township of Hamilton and Firefighters Mutual Benevolent Association Local 84 covering the period of January 1, 2021 through December 31, 2022;

Now Therefore, Be It Resolved by the Council of the Township of Hamilton in the County of Mercer and State of New Jersey, that the proper officials of the Township of Hamilton be and hereby are authorized to execute a labor agreement with the Firefighters Mutual Benevolent Association Local 84 (FMBA 84), consistent with the Memorandum of Agreement of the terms and conditions annexed hereto and incorporated herein.

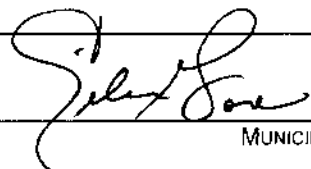
Be It Further Resolved by the Council that a certified copy of this resolution and the labor agreement be filed with the New Jersey Public Employment Relations Commission pursuant to N.J.S.A. 34:13A-8.2.

ADOPTED BY COUNCIL ON OCTOBER 6, 2020

DATE



PRESIDENT



MUNICIPAL CLERK

RECORD OF VOTE						
COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
ANTHONY P. CARABELLI, JR.	✓				✓	
NANCY PHILLIPS	✓					
CHARLES F. WHALEN	✓					
PASQUALE "PAT" PAPERIO, JR.	✓					✓
RICHARD L. TIGHE, JR.	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting RES. - Moved SEC. - Seconded

Nov. 12

JS
10/2

REQUEST FOR COUNCIL ACTION

DATE: October 2, 2020

SERVICE REQUESTED:

FOR CONTRACTS & PSA'S (select one):

Ordinance

Request was made for Bids

Resolution

Request was made for Proposals/Quotes

Item for Discussion (explain)

Request was made for Proposals/Quotes for Professional Services

INITIATING DEPT/DIV: Administration

SUBJECT MATTER: Resolution authorizing a labor agreement between the Township of Hamilton and the Firefighters Mutual Benevolent Association Local 284 (FMBA 284) for the period of January 1, 2021 to December 31, 2022

LIST SUPPORTING DATA:

Copy of Memorandum of Agreement

Rev. 11

AMOUNT OF FUNDING: \$ _____
(if applicable)

BUDGET ACCOUNT NAME: _____
(i.e. Dept. of Adm., Professional Services)

BUDGET ACCOUNT NO(S): _____
(i.e. 3-01-20-120-000-280)

20-497

APPROVED BY: _____
Department Director

DATE

APPROVED BY: *Jeffrey S. Martin*
Business Administrator

10-6-2020

DATE

APPROVED BY: _____
Jeffrey S. Martin, Mayor

DATE

(To be completed by the Business Administrator)

PLEASE PREPARE THIS ITEM FOR THE _____ COUNCIL AGENDA.

Deadline for submission to the Office of the Business Administrator for review and approval is 3:00 pm on the Monday the week preceding the Council Meeting.



The Township of Hamilton

*Jeffrey S. Martin
Mayor*

October 15, 2020

Public Employment Relations Commission
Mr. Joel Weisblatt, Chair
495 West State Street
Trenton, NJ 08625

Re: 20-497 Resolution Authorizing A Labor Agreement Between The Township Of Hamilton And The Firefighters Mutual Benevolent Association Local No. 284 ("Fmba 284") For The Period Of January 1, 2021 To December 31, 2022

20-498 Resolution Authorizing A Labor Agreement Between The Township Of Hamilton And The Firefighters Mutual Benevolent Association Local 84 (Fmba 84) For The Period Of January 1, 2021 To December 31, 2022

Dear Mr. Weisblatt:

At the regular meeting of the Township Council held on October 6, 2020 Resolutions 20-497 and 20-498 was adopted by the Governing Body. Enclosed are two certified copies for your files.

If you have any questions, please do not hesitate to contact this office.

OFFICE OF THE MUNICIPAL CLERK

Enc.
Cc: Mark Murranko, Assistant Business Administrator

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) entered into on this 13th day of October, 2020 by and between the Township of Hamilton (“Township”) and Firefighters Mutual Benevolent Association Local 84 (“FMBA 84”).

WHEREAS, within the Township there is established Hamilton Township Fire District Nos. 2, 3, 4, 5, 6, 7, 8, and 9 (“Fire Districts”) which provide fire and emergency medical services to the residents of the Township;

WHEREAS, by Ordinance dated March 3, 2020, the Township dissolved the Fire Districts and assumed responsibility for the services and financial obligations of the same effective July 1, 2020 or such date as approved by the State of New Jersey, Department of Community Affairs, Local Finance Board;

WHEREAS, effective on or about January 1, 2021, the Township’s Department of Public Safety shall establish a Fire Division;

WHEREAS, upon dissolution of the Fire Districts, all uniformed personnel of the Fire Districts shall transition to the Township to provide fire protection and emergency medical services through the Township’s Fire Division in lieu of the Fire Districts;

WHEREAS, the Township, as the successor employer to the Fire Districts, recognizes FMBA 84 as the exclusive majority representative for all rank-and-file firefighters and fire prevention specialist UFDs employed by the Township as the successor employer to the Fire Districts;

WHEREAS, the parties have engaged in good faith negotiations to create a collective negotiations agreement which sets forth the terms and conditions of employment for all uniformed fire personnel covered by the FMBA 84 bargaining unit;

WHEREAS, the parties have memorialized the results of their good faith negotiations in the attached final draft collective negotiations agreement between the Township of Hamilton and the Firefighters Mutual Benevolent Association Local 84 covering the period January 1, 2021 through December 31, 2022; and

NOW, THEREFORE, in consideration of the promises and mutual covenants herein, and for good and other valuable consideration, the parties agree as follows:

1. This MOA and attached final draft collective negotiations agreement shall be subject to ratification by the membership of the FMBA and approval by the Township Council.

2. This MOA and attached final draft collective negotiations agreement represents the complete and final agreement between the parties. All proposals, whether written or oral, presented by either party during the course of negotiations, which are not included herein and not reflected in this MOA and attached final draft collective negotiations agreement are deemed withdrawn.

3. The negotiations committee of each party shall recommend ratification and approval of this MOA and attached final draft collective negotiations agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date indicated above.

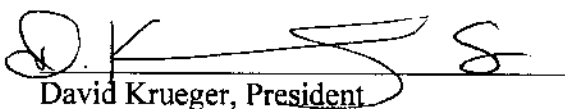
FOR THE TOWNSHIP OF HAMILTON



Jeffrey S. Martin, Mayor

Date: 10/13/2020

FOR THE FIREFIGHTERS MUTUAL BENEVOLENT ASSOCIATION LOCAL 84



David Krueger, President

Date: 10-5-20

M. CHAEZ Danbury

[Signature]

10-5-2020

Print Name:
Negotiations Committee Member

Print Name:
Negotiations Committee Member

Print Name:
Negotiations Committee Member

RECEIVED OCT 13 2020

COLLECTIVE NEGOTIATIONS AGREEMENT

Between the
Township of Hamilton

AND

NEW JERSEY F.M.B.A. LOCAL NO. 84

COVERING THE PERIOD JANUARY 1, 2021 THROUGH DECEMBER 31, 2022

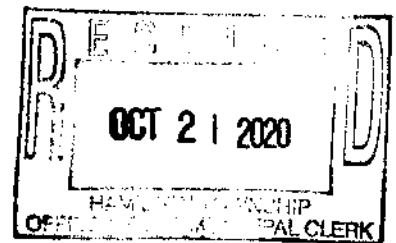


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PREAMBLE

THIS AGREEMENT, effective as of January 1, 2021, by and between the Township of Hamilton (hereinafter "Township" or "Employer"), and the Hamilton Township Firefighters Mutual Benevolent Association Local #84 (hereinafter "Association"), is designed to maintain and promote a harmonious relationship between the Township and such of its employees who are within the provisions of this Agreement, in order that more efficient and progressive public service may be rendered.

ARTICLE I

DEFINITIONS

1. "Association" or "Union" means Firefighters Mutual Benevolent Association Local 84.
2. "Emergency" means any situation which jeopardizes the public health, benefit, safety and welfare, as defined by State Law or Township Ordinance; and requires limited (in scope and duration) and temporary alteration of scheduled work hours, shifts, and/or personnel assignments.
3. "Chief" means the Chief of Department of the Township of Hamilton.
4. "Day" or "Working Day" means a twelve (12) hour day or as otherwise specifically set forth herein.
5. "Grievance" means any dispute, controversy or issue involving the interpretation, application or violation, (alleged or otherwise), of any provision of this Agreement or regarding any term and condition of employment or the application of any policies, rules, regulations, ordinance and/or statute which affects working conditions.
6. "Longevity" means years of service with the Hamilton Township Fire Districts.
7. "Members" means any employee who is on the membership list of and pays dues to the Association.
8. "Supervisor" means an employee holding the rank of Captain or above.
9. "Grievance Person" means any member of the Association appointed by the President of the Association to serve as a Grievance Person.
10. "Probationary Firefighter" means any employee who is not a permanent employee. All Firefighters shall remain in probationary status for one (1) year from their appointment date, subject to Civil Service laws, rules and regulations.
11. "Cadet" means any member attending Fire Academy.
12. "Dues Check Off" means deductions from the pay of the employee, by the employer according to the money due from each employee to the Association.

13. "Association Negotiation Team" means the committee appointed by the President of the Association to change, modify or amend the collective negotiations agreement.
14. "Association Executive Committee" means the elected board of officers consisting of: President, 1st Vice President, 2nd Vice President, Recording Secretary, Treasurer, State Delegate, Executive Assistant, Sergeant-at-Arms.
15. "Association State Delegate" means a member elected to represent the Association at State meetings.
16. "Hours of work" Twenty-four (24) hour shifts consisting of one (1) twenty-four (24) hour shift followed by seventy-two (72) hours off. The twenty-four (24) hour shift shall commence at 7:00 a.m. and conclude at 7:00 a.m. the following day. The schedule of hours for Training and Fire Prevention is as follows: Forty-two (42) hours, from 8:00 a.m. to 4:30 p.m. on Monday, Tuesday, Wednesday and Thursday and an eight (8) hour day shift from 8:00 a.m. to 4:00 p.m. on Friday.
17. P.E.R.S. means Public Employee Retirement System.
18. P.F.R.S.N.J. means Police and Firemen's Retirement System of New Jersey.
19. "Funeral Detail" to consist of the FMBA President or his designee and five uniformed firefighters and five uniformed fire officers with the understanding that a limit of not more than one (1) firefighter and one (1) fire officer from any one piece be assigned.
20. FPS means Fire Prevention Specialist, UFD.
21. Seniority means the accumulated length of service with the Township and all service in the former Hamilton Township Fire Districts (2-9) shall count towards length of service for all purposes and credit for such service shall be applicable wherever appropriate.
22. "Pre-dissolution" means all former service in Hamilton Township Fire Districts (2-9).

ARTICLE 2

RECOGNITION/PURPOSE

SECTION 1. The Township hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all full time employees in the titles of firefighter, and fire prevention specialist UFD, excepting those titles set forth in Section 3 below.

SECTION 2. Unless otherwise indicated, the terms “employee”, or “employees” when used in this Agreement, refer to all persons represented by the Association in the above defined negotiating unit.

SECTION 3. Excluded from Article 2 are the following:

- A. Supervisors
- B. Managerial Executives
- C. Volunteer firefighters who are not paid firefighters of Township of Hamilton Fire Department.
- D. Confidentials
- E. Police and Craft Employees
- F. Professionals

ARTICLE 3

DURATION OF AGREEMENT

The Township of Hamilton and the Association agree the duration of the Agreement shall be for a period of two (2) years commencing January 1, 2021 and ending December 31, 2022. This Agreement shall remain in full force and effect, under the same terms and conditions, during collective negotiations between the parties beyond the date of expiration (December 31, 2022) set forth herein until the parties have mutually agreed upon a successor Agreement.

ARTICLE 4

DISCRIMINATION

The Township of Hamilton and the Association both recognize that there shall be no unlawful discrimination by reason of gender, age, handicap, creed, race, national origin, sexual orientation and residency as far as employment and promotions are concerned and/or as far as any application for or condition of employment. The Township of Hamilton further agrees that it will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the Association, or engage in any conduct to interfere with the exclusive representative of the Employee in the appropriate bargaining unit.

ARTICLE 5

SICK LEAVE AND DISABILITY PROVISIONS

SECTION 1. Each employee receives fifteen (15) days Sick Leave per calendar year. Sick Leave shall be credited at the beginning of the calendar year, cumulative, and each employee shall be paid for all accumulated Sick Leave upon retirement in the Township of Hamilton, but not to exceed the sum of \$16,000, (\$15,000 for employees hired after May 21, 2010), or as otherwise provided by applicable law.

- a. Each employee receives fifteen (15) sick days per year which equals one hundred eighty (180) hours. One sick day equals twelve (12) hours.
- b. Each employee receives fifteen (15) days' Sick Leave per year from the date of employment to the date terminal leave commences.

SECTION 2. If entitled to payment for accumulated sick leave under Section 1, payment for accumulated sick leave shall be calculated at 50 % of the hourly rate of pay, up to a maximum payment of \$16,000 subject to applicable law. Employees hired after May 21, 2020 shall be subject to a maximum payment of \$15,000. Hourly rate shall be calculated by dividing the highest base salary attained by that employee at the time of retirement or voluntary separation of employment from the Township of Hamilton (including holidays and longevity excluding overtime) by fifty-two (52). Said calculation will determine weekly rate, which shall then be divided by forty-two (42). For purpose of this section, a sick day is considered a 12 hour day.

SECTION 3. Each employee's Sick Leave accrued prior to this Agreement from past employment of Hamilton Township Fire Districts 2, 3, 4, 5, 6, 7, 8 and 9 shall be carried over and the amount of credit shall be included in addition to Sick Leave provided for by this Agreement.

SECTION 4. The heirs, assigns or designees of an employee within the Township of Hamilton whose employment is terminated by death and while in good standing shall receive the payments as set forth in Section 1 and calculated as set forth in Section 2

SECTION 5. Employees who receive a disability retirement or a deferred retirement pursuant to P.F.R.S.N.J. or P.E.R.S. shall receive payments in accordance with Section 2 of this Article.

SECTION 6. An employee may take Sick Leave for any of the following reasons:

- a. Personal illness, injury or incapacity to such an extent as to render the employee unable to perform his or her duties adequately.
- b. Exposure to contagious disease or employee is subject to a Federal, State, or local quarantine or isolation order, provided documentation is provided by the employee to support such reason for Sick Leave.
- c. Employee has been advised by a health care provider to self-quarantine and the employee provides documentation to support such quarantine from the health care provider.

- d. Attendance to the members of their immediate family whose illness requires the care of such employee.

SECTION 7. No Sick Leave shall be charged due to injuries sustained in the line of duty. Rather, the applicable provisions hereof governing disability in the line of duty, including application of the New Jersey Workers' Compensation Act, shall apply.

SECTION 8. Annual Sell Back of Sick Leave. Subject to applicable law, employees having accumulated ten (10) or more of their fifteen (15) sick days or 120 or more hours credited for that year, will have the option of being paid five (5) days' wages at their current rate of pay as of December 31, in lieu of carrying forward five (5) of their sick days. Any employee wishing to exercise this sick leave option must do so by November 15th of the year in which the requirements have been met. Sick Leave Sell Back Payment shall be made to employees in the first pay period in January of the following year.

SECTION 9. Employee Recruits while in the training academy will earn one (1) sick day per month for the academy period and one and one-quarter (1 ¼) days per month for the remainder of the calendar year. One sick day equals twelve (12) hours.

SECTION 10. The Chief or his Designee and the Township Personnel Department shall have the right to request that an employee who is out on Sick Leave provide appropriate medical documentation, including that from a treating physician, to substantiate any such sickness or illness. Employees are subject to disciplinary action by the Township of Hamilton for the abusive use of Sick Leave by the employee.

SECTION 11. Service connected disabilities shall be treated in the following manner:

- a. Employee who is injured while in the performance of duty, sustain an illness directly related to the fire occupation or suffer work-connected injury or disability shall be granted leave of absence with full pay for lost time from work provided the injury or illness has been sustained by the Township's Workers Compensation physician. Said sick leave will not be chargeable under Sick Leave regulations. Any amount of salary or wages paid or payable to such an employee for such injury or illness shall not be reduced by the amount of Workers' Compensation paid under the New Jersey Workers Compensation Act, with the Township receiving the Workers Compensation reimbursement for these claims. Said leave with pay shall be limited to a maximum of one (1) year from the date of injury or illness subject to extension in accordance with the terms contained herein.
- b. The employee shall be required to present evidence by certificate of the Township's Worker's Compensation physician that he or she is unable to work, and the Township of Hamilton may reasonably require the said employee to present such certificates from time to time.
- c. In the event a conflict arises with respect to whether a service connected injury or illness renders an employee unable to work, a meeting will be convened between the Township of Hamilton and the Association as soon as possible for arriving at a final determination.
- d. In the event the employee contends that he or she is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Township of Hamilton or its insurance carrier, then, and in that event, the burden shall be upon the employee to establish

such additional period of disability by obtaining judgement in the Division of Workers' Compensation establishing such further period of disability and such findings of the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

- e. For this Article, injury or illness incurred while the employee is attending a training program sanctioned by the Township of Hamilton shall be considered in the line of duty.
- f. In the event of a dispute as to whether the absence shall be computed or designated as sick leave or as an injury on duty leave, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgement, or, if there is an appeal there from, the final decision of the last reviewing court. In the interim, the injury or illness shall be treated for leave purposes as service connected.
- g. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as chargeable under Sick Leave regulations, but rather, shall be addressed under and in accordance with the New Jersey Workers' Compensation Act.
- h. Employees returning from authorized leave of absence, as set forth above, will be restored to their original job classification and platoon at the appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits, subject to the employee's ability to perform all duties and functions required by the position.

SECTION 12. Any employee of the Fire Department of the Township of Hamilton who reports for duty and subsequently reports off duty due to illness within four (4) hours from shift start will be charged against Sick Leave only those hours not worked.

ARTICLE 6

PERSONAL TIME

SECTION 1. Each employee shall be entitled to three (3.5) personal days (42 hours) per year to be used for any reason whatsoever in the calendar year earned. Personal Day shall mean twelve (12) hours, Personal days shall not be cumulative and unused days shall not carry over to the following calendar. In the first calendar year of employment a new employee shall accrue one (1) personal day at the end of each fourth full month of employment or major portion thereof, not to exceed three (3) per year. Employees may use personal time in a minimum of four (4) hour blocks.

SECTION 2. An employee who has separated his employment shall be entitled to personal day allowance for the current year prorated on the number of months worked in the calendar year in which the separation becomes effective. Whenever a permanent employee dies having any earned personal leave, there shall be calculated and paid to his/her estate a sum of money equal to the compensation figured on his/her salary rate of the time of his/her death as soon as practicable within a reasonable time.

ARTICLE 7

MATERNITY/PATERNITY LEAVE

1. Scope: All employees.
2. General Policy.
 - a. Maternity/Paternity Leave Without Pay shall be granted for a period of six (6) months, provided the request for such leave is made in writing to the Fire Chief or Designee and approved by the Fire Chief or Designee. Sickness due to pregnancy shall be covered under the sick leave regulations covered by the Department of Personnel rules.
 - b. Hospitalization and Medical-Surgical, Prescription and Life Insurance coverage will be continued in force and paid for the first three (3) months of leave. Thereupon it will be employee's responsibility to pay the premiums.
3. Lactation Break Policy.
 - a. Eligible Employees. All employees who are nursing mothers are entitled to take reasonable breaks under this policy to express breast milk for up to one year after the birth of the employee's child.
 - b. Breaks.
 1. Eligible employees may take a reasonable amount of break time to accommodate the employee's need to express milk for the employee's nursing child. Eligible employees should notify their direct supervisor of the frequency, timing and duration of lactation breaks.
 2. The female bunk room shall be designated as the lactation room. The room will lock from the inside. Eligible employees may reserve the lactation room by contacting their shift supervisor. Milk shall be placed in cooler-type marked containers and may be stored in the firehouse refrigerator.
 3. Absent an Emergency, employees should not be disturbed with work issues when using the lactation room.
 - c. Compensation.
 1. Lactation breaks under the policy are paid breaks.
 2. Employees are required to record time under the Township timekeeping policy by accurately recording the start and end times of lactation breaks on time record forms.
 - d. Complaint Procedure.

If an employee is subjected to conduct that the employee believes is violative of the policy, the employee may file a complaint with the Chief of the Department for investigation and resolution.

e. **No Retaliation.**

The Township expressly prohibits any form of discipline, reprisal, intimidation, retaliation, or discrimination against any individual for requesting or taking lactation breaks, or filing a complaint for violations of this policy, or other applicable federal, state or local law.

ARTICLE 8

BEREAVEMENT LEAVE

SECTION 1. All employees covered by this Agreement, on application to his/her commanding officer, shall receive up to four (4) work days (48 hours) from the day of death to the day after the funeral for bereavement leave on the death of immediate family members, which are defined as parent, spouse, sibling, child, grandchild, stepchild, that may or may not reside in the same residence, parent/sibling/son or daughter-in-law, or person, partner or significant individual who resides permanently in the same residence.

Employees shall receive one (1) work day (24 hours) to attend the funeral or post-death service for grandparent, uncle, aunt, nephew, niece, and first cousin.

SECTION 2. Leave Allowance in Special Cases

In special or unusual cases, the Fire Chief or Designee may allow an Association member to attend a funeral or memorial service for someone other than those persons enumerated in Section 1. The intent of this provision is to cover the situation in which someone other than the immediate family has raised the member or has had a very close relationship with the member.

SECTION 3. Such funeral leave set forth in Sections 1 and 2 may be extended at the discretion of the Fire Chief or Designee of the Department and with approval of the Administration, provided that the exercise of such discretion shall not be the subject of a grievance.

ARTICLE 9

FUNERAL EXPENSES

In the event an employee is killed in the line of duty or dies from injuries sustained while in the line of duty, the Township shall immediately pay the sum of \$5,000.00 toward funeral and connected expenses to his surviving spouse and/or dependents or if none, to his heirs and/or estate, regardless of amounts paid from other collateral courses.

ARTICLE 10

TERM INSURANCE

In addition to the existing life insurance available through the State of New Jersey and all other existing plans, the Township of Hamilton shall purchase for the benefit of all members of the Association term insurance in the amount of \$20,000.

ARTICLE 11

HOURS OF WORK AND OVERTIME

SECTION 1. Employees shall work a Four (4) Platoon work schedule. The work week for Employee's shall consist of an average of forty-two (42) hours per week over an eight-week cycle as set forth below:

Twenty-four (24) hour shifts consisting of one (1) twenty-four (24) hour shift followed by seventy-two (72) hours off. Shift Hours will be from 7:00 am to 7:00 a.m. the following day.

The schedule of hours for Training and Fire Prevention (Fire Prevention Specialist, UFD) shall be as follows:

Forty-two (42) hours, from 8:00 a.m. to 4:30 p.m. on Monday, Tuesday, Wednesday and Thursday and an eight (8) hour day shift from 8:00 a.m. to 4:00 p.m. on Friday.

Recruits assigned to the fire academy shall work a forty-two (42) hour work week with the work schedule to be determined by the Fire Chief.

SECTION 2. Work schedules showing the employee's shifts, work days and hours, shall always be posted in the station, and a copy forwarded to the Association. Except in an Emergency, as that term is defined in Article 1 of this Agreement, or where specialized ability, skills, or training is required, involuntary shift changes shall not be permitted.

The Fire Chief or Designee may, in case of an Emergency as defined above, summon and/or retain on duty all members of the Department as such Emergency shall require.

Employees shall on or about November 1st of each year pick their shift assignment based on seniority to be effective January 1 for the following calendar year. Shift assignment selection shall be permitted to fill a vacancy on the shift. The Association shall supervise the procedure. Vacancies in shift assignment occurring during the year shall be filled on a temporary basis at the discretion of the Fire Chief or Designee for the remainder of the calendar year in which the vacancy is created.

SECTION 3. Overtime:

- a. Employees shall be compensated for overtime at time and one-half (1 1/2) their hourly rate. The hourly rate shall be based on a forty-two (42) hour week.
- b. If overtime is authorized by the Fire Chief or Designee of the Department when required in any fire company, it shall be worked by an employee of the same rank or classification. An exception to rank for rank is when an employee of equal rank or classification is not available. In such situation, overtime procedures shall be in accordance with Section e below. Members assigned to the fire prevention bureau and training academy may not be used to fill overtime in any line or operations position. Fire Prevention and Training employees may only work overtime in their respective assignments.

- c. Any employee, who is recalled to work overtime for any reason, shall receive a minimum of four (4) hours overtime pay computed at time and one-half of the employee's regular hourly rate of pay for hours worked.
- d. The Department shall establish and maintain an overtime roster of employees on a departmental seniority basis. The seniority list shall be updated every January 1 and posted in all fire stations on the bulletin board. A copy of the annual seniority list shall be emailed to the secretary of the Association. Any objections to the seniority list shall be reported to the Fire Chief within 10 calendar days of receipt or stand approved.
- e. If a temporary vacancy occurs due to an approved leave of absence or disciplinary action of a Company Officer, it shall be filled by an officer of equal rank or classification for the approved duration, unless there are no individuals of such rank or classification available. In such case, the employee performing the responsibilities of Company Officer and thus acting in the same capacity, shall be paid the hourly rate of Step One (1) of the Captain's salary guide for every hour worked in said position for the duration of the temporary assignment. Company Officer is defined as the rank of Captain. The foregoing procedure shall not be applicable to a permanent vacancy which shall be subject to the laws, rules and regulations of the Civil Service Commission and approval through an Employee Action Form.
- f. Employees covered under this Agreement shall be offered the right of first refusal utilizing the overtime roster with regards to any overtime situation created using any leave under this Agreement or any other cause for overtime authorized by the Fire Chief or Designee of the Department.
- g. When an employee is required to work overtime because of an Emergency for more than eight (8) consecutive hours, the Township shall make provisions for meal allowances and shall provide a stipend to the employee of \$10 per day to be used towards the employee's meals.

ARTICLE 12

UNIFORMS

SECTION 1. The Township of Hamilton agrees to provide each new employee with the following:

1. (1) Class A Uniform (Complete). See Section 6.
2. (4) Class B Pants (2 Nomex and 2 BDU)
3. (2) Long Sleeve Class B Shirts
4. (2) Short Sleeve Class B Shirts
5. (4) T-Shirts
6. (1) Job Shirt
7. (1) Mourning Ribbon
8. (1) Baseball Cap
9. (1) Cold weather Hat
10. (1) Cold Weather Coat
11. (1) Rain Coat
12. (1) Belt
13. (1) Pair Station Boots
14. (1) Pair of work Gloves
15. (1) Pair safety glasses
16. (1) Set of hearing protection
17. (2) Pair PT shorts Navy Blue
18. (2) Pair PT Sweat Pants Navy Blue
19. (1) Radio Holster with strap
20. (2) Pair BDU shorts
21. Patches and Badges

All clothing and equipment mandated by law.

SECTION 2. The Township of Hamilton agrees to provide Fire Academy cadets the following.

1. Turn-out coat & pants with bail-out system
2. Helmet
3. Fire Hood
4. Pair fire gloves
5. Pair turn-out boots
6. Stream Light flash light for turn-out coat
7. Pair work gloves
8. Pair safety glasses
9. Set of hearing protection
10. Pair wire cutters
11. 10' piece of ½ kernmantle rope
12. 20' piece of 1" tubular webbing
13. Pair PT shorts
14. Pair PT sweat pants
15. Four T-Shirts with last name on front and back
16. Sweat shirt with last name on front and back
17. Baseball Cap
18. Cold Weather Hat
19. Two BDU Shirts
20. Two BDU Pants
21. NJ FF1 Text Book
22. NJ FF1 Work Book
23. First Responder Text Book

24. First Responder Work Book

25. Water Bottle

All clothing and equipment mandated by law.

SECTION 3. If at any time the Township of Hamilton makes any uniform changes, the initial cost of requiring each employee to change uniforms shall be borne by the Township of Hamilton.

SECTION 4. Any employee who has had their uniform damaged in the line of duty shall have that portion or all the uniform completely replaced, and the cost shall be borne by the Township of Hamilton.

SECTION 5. All employees of the Fire Department of the Township of Hamilton covered by this Agreement shall be entitled to an annual clothing maintenance allowance of \$600, which shall be increased by \$150 per year for each calendar year commencing in the second calendar year of the Agreement. This allowance is payable on the second non-payday Friday in December of each year. Clothing allowance shall be prorated in last year of employment.

SECTION 6. The Township of Hamilton agrees to provide each Association member with:

- a. One (1) Class A uniform, consisting of pants, shirt, jacket, belt, cap, shoes, badges, name tag, collar brass, trench coat.
- b. An annual issue of 2 short sleeve shirts, 2 long sleeve shirts, 3 pair of pants (2 Nomex and 1 BDU), 1 belt and 1 pair station wear work shoes.
- c. Upon promotion, the member shall receive new badges and Class A upgrade.

ARTICLE 13

HEALTH, PRESCRIPTION, OPTICAL AND DENTAL BENEFITS

SECTION 1. The Employer shall continue to provide medical insurance, including prescription, dental and vision. Pursuant to P.L. 2011 c. 78, employees will contribute a portion of their salaries towards the costs of health insurance (Medical, Prescription, Optical, and Dental) at a rate set forth in year 4 of Chapter 78. Employees hired before January 1, 2021 (pre-dissolution), will be offered their choice of all available medical plans (Open Access POS (OAPOS), PPO \$10, PPO \$15, POS, POS \$15/\$30, POS Plus \$5/\$10, PPO HDHP \$1500/80%, PPO Traditional, EPO, and POS \$20/\$40) during the annual open enrollment period at no additional cost other than the Chapter 78 contributions outlined above, and standard policy provisions i.e. co-pays, deductibles and out of pocket costs. If a firefighter's spouse is also a Township employee, the firefighter has the option of selecting the FMBA benefits or the spouse's health benefits. The Township may not choose which employee is to take the coverage based on Township policy. Employees hired on or after January 1, 2021 will be offered the Open Access POS (OAPOS). If an employee hired on or after January 1, 2021 chooses to enroll in any Plan other than the OAPOS Plan, he/she shall be required to pay the cost differential, if greater, between the OAPOS and the Plan selected. Employee as a retiree shall retain eligibility to the plans that were available at the time of retirement.

SECTION 2. The Employer shall provide all employees and their dependents with a Prescription Program. Currently the Township provides prescription benefits through Maxor RX Plus.

SECTION 3. A Dental Care Program which includes the option of an HMO program will be provided for the employees and their dependents.

SECTION 4. The Township offers a vision care program to the employee and their dependents as provided to other Township employees through VSP. Coverage with a VSP doctor includes exams, prescription glasses, discounts and allowances for contacts and other services.

SECTION 5. Opt out shall be governed by Hamilton Township Ordinance.

SECTION 6. The Township offers Flexible Spending Accounts for medical and child care each year with the maximum contribution allowed by law.

SECTION 7. Temporary Disability Insurance. Other than the benefits set forth in Article 5, Section 11, the Township does not offer or participate in a short or long term disability insurance program, including plans offered by the New Jersey Department of Labor and Workforce Development. During Open Enrollment an employee may elect to participate in a voluntary employee funded plan (Ex. Aflac, Colonial).

SECTION 8. Contributions for Medical, Prescription, Optical and Dental shall be based on Chapter 78, year 4 percentages of premiums. In accordance with the previous Chapter 78, P.L. 2011 regarding healthcare contributions, an employee's premium contribution shall be based on the "year 4" period contribution schedule, as cited in the legislation, on medical, prescription, optical and dental premiums. In no case shall the employee contribution be greater than the premium. a)The Township will pay the employer's obligation cost of said plans, subject to the employee premium contributions.

- b) An employee's contribution used towards their premium expense for health coverage shall not be less than 1.5% of the employee's base salary or in the case of a partial waiver of health benefits, the cost of the annual premium, whichever is less.
- c) The contribution amount shall be made via payroll deductions, divided over a 24 pay cycle.
- d) When an active employee is on an approved unpaid leave of absence; the employee may elect to extend coverage, for a maximum of twelve months, by making arrangements for payment of contributions due, including rate changes. Continued contribution shall be based on an employee's pre-leave base salary. It shall be the employee's sole responsibility to make continued payments while on leave.
- e) When an active employee is on an approved unpaid leave of absence for reasons other than illness, continued coverage and eligibility shall be based on applicable law, regulations and guidelines issued by for Example, FLA, Furlough, Suspension, NJSAFE, Military.

SECTION 9. Healthcare Benefits Upon Active Duty Death.

The Township of Hamilton shall provide to all employees and their spouses and eligible dependents medical and prescription benefits pursuant to Section 1, at no cost to the survivors for any employee who suffers a line of duty or non-line of duty death. For a line of duty death, the surviving spouse and children shall continue coverage from date of death to Medicare eligibility, provided that the Township of Hamilton covered the surviving spouse and children at the time of the employee's death. For a non-line of duty death, the surviving spouse and children shall continue coverage for a period of thirty-six (36) months from date of death, or Medicare eligibility, whichever is later, provided that the Township of Hamilton covered the surviving spouse and children at the time of the employee's death. Surviving spouses that remarry will not be entitled to the medical benefits. Surviving children's benefits will stop based on the age of the child in accordance with applicable law. Medicare Part B shall be reimbursed by the Township to the surviving spouse, if applicable, payable within 90 days of submission of request for reimbursement.

SECTION 10. Healthcare Benefits in Retirement:

A. Vested Benefits for Existing Retirees. All retiree medical, prescription, dental and optical benefits for retirees and eligible dependents who retired as a Hamilton fire district employee prior to the dissolution of the Hamilton fire districts shall continue uninterrupted as vested benefits in accordance with the benefits they retired under in their individual fire district agreements. Vested retiree benefits shall not be affected by future changes to retiree medical, prescription, dental and optical benefits, costs and contributions whether established pursuant to post-dissolution labor contracts or otherwise. Vested retiree benefits shall not be subject to contributions towards premiums and Medicare Part B shall be reimbursed to the retiree and spouse, if applicable, payable within 90 days of submission of request for reimbursement.

B. Active Employees at Retirement. The Township of Hamilton shall provide to all employees and their spouse and eligible dependents, medical and prescription benefits as set forth in Section 1, for any employee who retires as a member in the P.F.R.S.N.J. or P.E.R.S at no cost to the retiree. In the event the retiree should predecease his or her spouse, the surviving spouse shall continue coverage provided that the Township of Hamilton covered the surviving spouse at the time of the retiree's death. Surviving spouses of retirees that remarry will not be entitled to the medical and prescription, dental or optical benefits. Retirees who turn 65 years old must enroll in both Medicare Part A (hospital insurance) and Medicare Part B (medical insurance) of Medicare. Medicare will be the primary payer of claims and the

Township of Hamilton coverage will become secondary after the retiree and his or her spouse become Medicare eligible (currently sixty-five (65) years of age) and enrolled in Medicare. Medicare Part B shall be reimbursed by the Township to retiree and spouse, if applicable, payable within 90 days of submission of request for reimbursement.

C. Employees with 20 or more years of creditable service in a pension system as of June 28, 2011, will receive post-retirement medical and prescription benefits premium free upon retirement and 25 years of creditable service. Employees with fewer than 20 years of creditable service as of that date, will receive post-retirement medical and prescription benefits upon retirement and 25 years of creditable service, but will be required to pay six percent (6%) of the retirement allowance or a portion of the premium, based on Chapter 78, whichever is less.

D. In the event of the death of a retiree the Township shall continue to provide such coverage to dependents for a period of thirty-six (36) months from the date of death, or Medicare eligibility, whichever is later. Subject to approval by the health insurance carrier said dependents may opt to remain in the group and the dependents shall pay the Township's rate as set by the carrier.

ARTICLE 14

PENSIONS

In accordance with this Agreement and applicable law, the Township of Hamilton will provide retirement benefits and contribute to the pension systems as heretofore provided for all employees covered by this Agreement under the Public Employees Retirement System or Police and Firemen's Retirement System of New Jersey pursuant to provisions of the statutes and laws of the State of New Jersey.

ARTICLE 15

VACATIONS

SECTION 1. Pre-dissolution accrued unused vacation leave shall be credited to each member of the bargaining unit. No more than 240 hours of vacation leave may be carried over year to year. The balance of carried over vacation leave must be used within twelve (12) calendar months after the dissolution of the fire districts. Failure to use carried over vacation leave in the twelve (12) calendar months after dissolution shall result in forfeiture of said leave absent Township approval to carryover said vacation time for good cause shown.

Annual vacations will be as follows:

0-12 months	9 hours per full month
Start of 2 nd year	132 hours
Start of 5 th year	192 hours
Start of 10 th year	240 hours
Start of 15 th year	276 hours
Start of 20 th year	300 hours

Vacation choices with respect to available dates shall be based on seniority.

SECTION 2. Non-Cumulative: All yearly vacation hours must be completed prior to December 31st of each year, except up to 240 hours of vacation leave carryover and when special situations are presented which permit carry over, with approval of the Business Administrator or Designee.

SECTION 3. Injured Personnel: Any employee injured in the line of duty preceding his or her vacation shall not be penalized, and the vacation shall be rescheduled for a period which is mutually agreeable between the Association, employee and the Township of Hamilton.

SECTION 4. Vacation Buy Back: Employees have the option to be paid for unused vacation time within each calendar year. Unused vacation time buy back shall be limited to five (5) days (60 hours) unused allotment and shall be paid at the hourly rate of pay at the time of buy back. In order to facilitate scheduling, employees choosing to buy back vacation time in any calendar year must notify the Fire Chief or Designee no later than December 1st of that year that they will be buying back vacation time for that calendar year. Vacation buy back shall not apply to any pre-dissolution vacation leave carryover.

SECTION 5. An employee retiring from the Township shall receive a vacation payment for accumulated vacation time. Vacation time credited during the year of retirement will be prorated.

SECTION 6. An employee who has separated his employment shall be entitled to vacation allowance for the current year prorated on the number of months worked in the calendar year that the vacation was earned, in addition to any vacation allowance which may have been carried over from the preceding calendar year. Whenever a permanent employee dies, having any earned vacation leave, there shall be calculated and paid to his/her estate a sum of money equal to the compensation figured on his/her salary rate at the time of death, as soon as practicable within a reasonable time.

ARTICLE 16

LONGEVITY

SECTION 1. Longevity shall be continued for any employee currently receiving longevity based upon years of service with the Hamilton Township Fire Districts and shall be fixed at the dollar amount that the employee is receiving after the base salary adjustment for 2021. The longevity amount shall be fixed as of the first day of this Agreement. All current employees (pre-dissolution) who have less than five (5) years of service as of January 1, 2021 will receive two percent (2%) longevity which shall be fixed at the dollar amount the employee is receiving after the base salary adjustment for 2021. Any current employee who would have received a longevity bump to the next level on or prior to December 31, 2022 will receive that level which shall then be fixed at the dollar amount the employee is receiving after the base salary adjustment for 2021. The following longevity schedule shall be used to calculate the fixed dollar amount.

Upon Commencement of five (5) years of service – two percent (2%) of annual base pay.

Upon Commencement of ten (10) years of service – four percent (4%) of annual base pay.

Upon Commencement of fifteen (15) years of service – six percent (6%) of annual base pay.

Upon Commencement of twenty (20) years of service – eight percent (8%) of annual base pay.

Upon Commencement of twenty-three (23) years of service – ten percent (10%) of annual base pay.

SECTION 2. Longevity shall be eliminated for all new employees hired on or after January 1, 2021.

SECTION 3. Longevity pay shall be paid as part of each bi-weekly pay during the calendar year.

SECTION 4. The longevity payment shall be considered with base pay for pension purposes.

ARTICLE 17

HOLIDAYS

SECTION 1. The Township of Hamilton's recognized holidays are as follows:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving
11. Day after Thanksgiving
12. Christmas Day
13. Election Day

SECTION 2. In lieu of receiving days off for holidays, all employees are entitled to 156 hours of holiday pay annually, which is to be paid out in each biweekly pay during the calendar year. The hourly rate will be calculated by adding the base salary plus longevity, and dividing that sum by 2,184 hours.

SECTION 3. Holiday pay shall be considered with base pay for pension purposes and paid as part of the employee's bi-weekly pay during the calendar year.

ARTICLE 18

LEAVE WITHOUT PAY

The Fire Chief or Designee, upon the request of an employee and after reasonable notice, may grant a six (6) month leave of absence without pay to the said employee. Said leave may only be granted by the Fire Chief or Designee when the Fire Chief or Designee receives a written request signed by the employee and endorsed by his/her immediate supervisor. The Fire Chief or Designee in his/her sole discretion, may extend such leave up to an additional six (6) months. If said employee fails or refuses to return from such leave, the employee shall be deemed to have resigned his/her employment not in good standing and his/her employment with the Township of Hamilton shall be terminated. Seniority of the employee shall continue to accumulate during such leave of absence without pay.

ARTICLE 19

SALARIES

SECTION 1. The employees within the Hamilton Township Fire Division shall be paid in accordance with the salary steps set forth in Appendix A.

SECTION 2. Wages will be increased in accordance with the ranges and steps set forth in Appendix A.

SECTION 3. All employees not at the top of their respective step as of the expiration date of this contract shall continue to be advanced one additional step on the salary guide as of January 1st of each year.

SECTION 4. Probationary employees that are certified Firefighter 1 by the State of New Jersey at the time of hire shall be placed at Probation step for six months. Upon completion of the six month period, the employee's salary shall advance to the step one category.

Probationary employees that are NOT certified Firefighter 1 by the State of New Jersey at time of hire shall be placed at Academy step until they obtain their Firefighter 1 certification. After becoming certified, said employee will receive probation step for the remainder of the one (1) year working test period established by N.J.A.C. 4A:4-5.2(d). Upon completion of the working test period, the employee's salary shall advance to the step one category.

SECTION 5. All employees not at the top of their respective guides will advance one additional step in his or her salary guide. For example, an employee who was at the 2nd step as of December 31, 2021 will be placed at the 3rd step of the salary guide as of January 1, 2022.

SECTION 6. The salaries set forth in Appendix A are intended to cover base salaries only and are not to limit longevity, overtime pay, etc. with respect to those employees who are entitled to same, if any.

ARTICLE 20

EMT EDUCATION AND TRAINING

The Township of Hamilton shall pay the costs for education and training for an employee to obtain and maintain their certification as a New Jersey Emergency Medical Technician (“EMT”).

ARTICLE 21

GRIEVANCE PROCEDURE

A grievance is defined in Article 1 hereof.

A grievant is defined as any individual or entity which has been, is being, or may be affected by, any issue or controversy or dispute or application as indicated in the definition of a grievance.

Where disciplinary proceedings have been instituted, the grievance procedure shall not be available during the pendency of such disciplinary proceedings for issues arising out of the subject matter of the charges. Any issues finally determined or resolved during or at the conclusion of a disciplinary proceeding, or any appeal thereof, shall be considered a final disposition as to those issues for any subsequent grievance. All other benefits under this Agreement shall be available to the subject employee during the pendency of any disciplinary proceedings, unless otherwise provided for by law. Whenever any discipline resulting in an economic loss or penalty (including fine and/or suspension) which has a value of 40 hours or less, such disciplinary decision shall be subject to the Grievance Procedure which shall commence at Step Two, except that a reprimand or other non-monetary penalties may not be submitted to arbitration.

Grievances covered by this Agreement shall be resolved in the following manner, except for other procedures established by statute or regulation:

SECTION 1. A written grievance shall meet the following specifications:

- a. It shall be specific.
- b. It shall contain a synopsis of the facts giving rise to the dispute, controversy or issue.
- c. It shall specify the specific section of the Agreement, policy, rule, regulation, ordinance or statute which has been allegedly violated, misapplied or as to which the dispute arises and how such alleged violation, misapplication or dispute has affected the working condition.
- d. It shall state the relief requested.
- e. It shall contain the date of the alleged dispute, controversy or issue.
- f. It shall be signed by the grievant.

SECTION 2. Times as indicated exclude Saturday, Sunday and legal holidays, except where calendar days are indicated.

SECTION 3. Steps of the Grievance Procedure

Step One: Within twenty (20) calendar days after its occurrence, or within twenty (20) calendar days after he or she knew or should have known of its existence, the Association or aggrieved employee's grievance shall be discussed verbally with an appropriate representative of the Fire

Department with authority to resolve the grievance and if resolved, no further action shall be taken. If not resolved on an informal discussion basis within three (3) working days, the grievance shall be reduced to writing within seven (7) calendar days thereafter, signed by the Association or aggrieved and submitted to the Fire Chief or Designee. In no event shall a grievance be initiated more than thirty (30) calendar days after its occurrence or more than thirty (30) days after the grievant first knew or should have known of its existence. The Fire Chief or Designee shall investigate the grievance and provide a written answer to the grievant within seven (7) calendar days of the date of submission. The time limit in preparing a written response may be waived by agreement.

Step Two: In the event the grievance is not resolved at Step One, or if no written response is received by the grievant, then the grievance shall be submitted in writing, by the grievant, to the Business Administrator within ten (10) calendar days of when the Step One response is due. The Business Administrator shall submit their written answer, to the Association and grievant (if different), within fourteen (14) calendar days. This time limit may be waived by agreement.

Step Three: In the event the grievance shall not have been resolved at Step Two, then the grievant may seek relief at arbitration within twenty (20) calendar days. Failure of the grievant to act within twenty (20) calendar days shall be deemed to constitute an abandonment of the grievance.

Arbitration requests shall be directed to the Public Employment Relations Commission ("PERC") subject to the rules then existing of such agency. The aggrieved party shall copy the other party on the submission to PERC. The request shall state the nature of the grievance.

- a. The selection of the independent arbitrator shall be made pursuant to the rules then existing of the Public Employment Relations Commission.
- b. As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the parties and consider the subject matter of the dispute. The decision of the arbitrator will be served upon the Township of Hamilton and the Association in writing. It shall be the obligation of the arbitrator, to the Township of Hamilton and to the Association, to make his/her best effort to rule on the case heard by him/her within twenty-one (21) calendar days after the close of the record.
- c. Unless otherwise mutually agreed, this submission to the arbitrator shall be based on the original written grievance and issues submitted in the grievance procedure at Step One. This paragraph shall not be construed so as to limit the submission of proofs by the parties.
- d. The decision of the arbitrator is final and binding upon both parties and the grievance shall be considered permanently resolved, subject to the right to challenge as may be provided for by law.
- e. The expenses of the arbitrator shall be shared equally by both parties. Each party shall make arrangements for and pay the witnesses which are called by it.
- f. Failure to respond at any step in this procedure by the Township or its agents or the Association or an employee shall be deemed to be a negative response and/or a waiver of the right to respond upon the termination of the applicable time limits.

ARTICLE 22

MAINTENANCE OF BENEFITS

The Township of Hamilton and the Association agree that all benefits and conditions of employment in effect for employees pre-dissolution that are not in conflict with this Agreement or Township policy shall be maintained, contingent upon the Association providing proof of such prior benefits and prior conditions of employment to the Township

The Township of Hamilton agrees to implement a payroll savings deduction plan, (457B and 401A) the terms of which are to be mutually agreed to by the parties, for the benefit of its Association members who authorize the Township in writing to withhold money from their paycheck on a bi-weekly basis and to place said money in a Bank Savings Institution, or Savings and Loan Association, mutually agreed to by the Township and the Association.

ARTICLE 23

GENERAL PROVISIONS

A. Both the Township of Hamilton and the Association acknowledge that this Agreement is a fair agreement and both parties agree that no modification or waiver of any of the terms of this Agreement shall be valid unless in writing, signed and acknowledged by both parties. No waiver of any breach herein or default hereunder shall be deemed a waiver or any subsequent breach or default of same or similar nature. Further, the waiver of any breach of conditions of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions thereof.

B. It is understood and agreed by the Township of Hamilton and the Association that if any part of this Agreement is in conflict with applicable State or Federal laws, that such part shall be suspended, and the appropriate applicable provision shall prevail; the remainder of this Agreement shall not be affected thereby.

C. Notwithstanding any prior Articles, all paragraphs of this Article or provisions of this Agreement may be changed or altered provided both parties mutually agree in writing.

ARTICLE 24

WORKING CONDITIONS/SECONDARY EMPLOYMENT

- A. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established, insofar as not in conflict with this Agreement or preempted by applicable law.

- B. Employees are subject to and shall be required to follow the Township's Personnel Policies regarding Outside Employment, as such term is defined in such Policies and as such policies may be amended from time to time. Recognition of the Township's Personnel Policies regarding Outside Employment by the Association is not a waiver by the Association or its members of any rights, benefits or privileges that the Association or its members may have under this Agreement or other authority.

- C. Employees shall be obligated to comply with Township Ethics guidelines.

ARTICLE 25

NO STRIKE CLAUSE

The employees agree to comply with the existing laws of the State of New Jersey prohibiting public employees to strike or to take any other concerted action designed to illegal .obstruct or disable the proper functions of the Township.

ARTICLE 26

PERSONNEL FILES

There shall be one official personnel file for each employee. The official personnel file of the employee shall be retained and maintained in the Township Personnel Office. An employee shall have the right to examine his/her file at a reasonable time. Employees shall have the further right to rebut any derogatory materials included in his/her file and have the written rebuttal placed in the file. No reasonable request to view a file shall be refused, except that an employee shall be limited to viewing his/her file during regular business hours in a private location provided by the Township. Furthermore, a log shall be maintained indicating when a file has been viewed, by whom, and whether any materials have been removed or photocopied. The foregoing does not preclude the retention and maintenance of an internal Fire Division file for recordkeeping purposes.

ARTICLE 27

EMPLOYEE REPRESENTATION

SECTION 1. The Association shall notify the Fire Chief as to the names of stewards and accredited representatives. No more than one steward and alternate are to be designated for each fire station. A steward and/or Association officer shall be granted a reasonable amount of time during his/her work hours, without loss of pay, to confer with an employee who has an actual or potential grievance and to discuss the matter with the employee's immediate supervisor.

SECTION 2. Representatives of the Association who are not employees of Township of Hamilton, will be permitted to visit the employees during work hours at their stations for the purpose of discussing Association representation matters by notifying the Fire Chief in charge of personnel, provided that adequate notice is given, and it does not interfere with normal operations.

ARTICLE 28

ADMINISTRATIVE/COURT PROCEEDINGS/JURY DUTY

- A. Whenever an employee, as part of his or her duties, shall be required to appear before any grand jury, any court including but not limited to Municipal, County, Superior Court, Supreme Court, Federal Court or Administrative Agency, any administrative or judicial proceedings, or investigative officer/body such required time spent waiting for, or testifying at said Court, hearing, administrative/judicial proceeding or legal office for job related situations when off duty, shall be paid at the overtime rate with a minimum compensation of two (2) hours. Whenever the employee must travel outside of Mercer County for any such purpose, testimony or proceeding, he or she shall be compensated for travel time in accordance with this paragraph.
- B. Employees will be required to have a voucher validated for court time to be paid. The voucher will be supplied by the Employer.
- C. Whenever an Association member is required to appear for any of the reasons set forth in Section A above, the Township will provide the use of a vehicle whenever practicable as determined by the Fire Chief or his/her designee.
- D. Jury Duty. A regular employee shall be granted necessary time off with pay when summoned to perform jury duty as prescribed by applicable law. In no event shall an employee be excused from work for more days than those required for such duty. The employee shall notify the Fire Chief or his designee immediately of the requirement for this leave and subsequently furnish evidence that he/she performed the duty for which the leave was required. The employee shall be permitted to keep all remuneration received when said employee performed jury duty. Any employee called for jury duty shall be required to return to work when not actively serving on a jury or when released at such a time that the employee can reasonably be expected to return to duty in time to complete at least half of his/her normal work shift.
- E. Any employee voluntarily separated from Township employment, and who is in good standing, and who is called by the Township to testify or assist in any proceeding, including but not limited to criminal and civil cases, administrative hearings, disciplinary hearings and so forth, that he or she investigated or was involved in prior to termination of his/her services, shall be compensated for such appearance with a Stipend in the amount of \$50. Separated employees who are subpoenaed by a third party shall not be covered by this provision.

ARTICLE 29

MANAGEMENT RIGHTS

There are no provisions of this Agreement that shall be deemed to limit or curtail the Township of Hamilton in any way in the exercise of their rights, powers and authority which the Township of Hamilton had prior to the effective date of this Agreement unless and only to the extent that provisions of this Agreement curtail or limit such rights, powers and authority, but in all cases subject to applicable law. These rights, however, shall be exercised reasonably, in accordance with this Agreement and for good and just cause.

A. Beyond the generality of the foregoing, the Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

(1). The executive management and administrative control of the Township, its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible, as may from time to time be determined by the Township, in its sole exercise of discretion.

(2). To make or modify rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties and assignments, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

(3). To make, maintain, modify and amend such reasonable rules and regulations as it may, from time to time, deem best for the purposes of maintaining order, safety and /or the effective operation of the Township or any department, after advance notice thereof to the employees, and to require compliance by the employees.

(4). To hire all employees, whether permanent, temporary or seasonal, and subject to the provisions of law, to determine their qualifications and conditions of continued employment.

(5). To assign work and to promote and transfer employees as it determines will benefit the Township and /or the public it serves.

(6). To suspend, demote, reprimand, discharge or take any other appropriate disciplinary action against any employee for good and just cause accordingly to law, as necessary.

(7). To lay-off employees in accordance with applicable law.

(8). To determine the work performance levels and standards of performance of the employees.

(9). To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance.

(10). Nothing contained herein shall be construed to deny or restrict the Township in its exclusive right to administer the Township and control the work of its personnel, nor to deny or restrict the Township in any of its rights, responsibilities and authority under any national, state, county, local laws or ordinances, or rules and regulations of the Township, whether currently or subsequently promulgated.

(11). The failure of the Township to exercise any of its foregoing rights, or any right deemed to be a management right by agreement, by mutual acceptance, or by practice, shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein.

B. Recognition of management rights by the Association is not a waiver by the Association or its members of any rights, benefits or privileges that the Association or its members may have under this Agreement or other authority.

ARTICLE 30

ASSOCIATION RIGHTS AND BUSINESS LEAVE

SECTION 1. Negotiations: The members of the Association Negotiation Committee not to exceed five (5) in number shall be granted time off from duty and shall suffer no loss of regular pay for all meetings between the Township of Hamilton and the Association for the purpose of negotiating the terms of an Agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

SECTION 2. The Association shall be entitled to no more than one hundred (100) hours per year for attendance of Association business. This shall be deemed to include Association business related community activities and events. Such time off may be taken in hour increments. The use of said time shall be conditioned only on prior notification by the Association President, or his designee, to the Fire Chief or designee. Said use of time off shall be denied only in the event of a clear and present danger confronting the Fire Department. Said Association business time shall not be diminished by time spent at meetings which are scheduled by the Township of Hamilton or attendance at scheduled Association meetings. Notwithstanding the foregoing, leave shall be granted in accordance with applicable statutes, such as N.J.S.A. 40A:14-177, N.J.S.A. 11A:6-10.

SECTION 3. Whenever an Employee of an organized Fire Department in the State of New Jersey, Pennsylvania, or Delaware is killed in the line of duty, a funeral detail as determined by the President of the Association shall be given one (1) day off with pay if working that shift to attend the funeral and shall be afforded two (2) Township of Hamilton marked fire vehicles for such purposes for that one (1) day with approval of the Fire Chief or Designee.

SECTION 4. The Fire Chief or Designee shall provide a copy of rules and procedures, directives, orders and changes thereof to the Association President within five (5) business days, when possible, so that the Association can be afforded an opportunity to study and analyze the new or modified rule, Directive, procedure, or order and to meet and confer with the Fire Chief or Designee to express the views of the Association. The purpose of this clause is so that the labor and management relationship can be kept on a harmonious level. This is not to be interpreted as giving the Association veto power; it is merely to insure the best possible communications between labor and management. This shall also not be construed to limit the Association's right(s) regarding any challenge pursuant to this Agreement and applicable law.

SECTION 5. The Association shall be notified in writing at least 30 calendar days before first public notice of any impending changes, amendments, or new ordinances concerning the Fire Department and or Fire Prevention Bureau, unless applicable law or managerial prerogative permit otherwise.

SECTION 6. The Association Executive Committee shall not be restricted from using the office at the Firefighters Mutual Benevolent Association Hall or the Association office located within the Fire department during duty hours with the permission of their immediate supervisor. The Association Executive Committee or Grievance Committee shall have the exclusive right to visit the Association office or designated areas of the Fire Department for administering this Agreement.

SECTION 7. Members of the Association Executive Committee shall receive time off without loss of pay, benefit or time to attend regularly scheduled Association Meetings, State Association and or

Committee Meetings and special meetings not to exceed two (2) days per month, nor to exceed two (2) members per platoon.

SECTION 8. The Association President shall be allowed time off as is necessary to conduct union business with the Township at a mutually agreed time. No Association representative shall leave his work without first obtaining the permission of his immediate supervisor or permission of a supervisor where the grievance exists, which permission shall not be unreasonably withheld. The Association representative shall submit a log to the Fire Chief or Designee of all grievances or disputes for which the Association representative had to leave his job to investigate.

SECTION 9. Eight (8) officers of the Union (President, Vice President, Second Vice President, Recording Secretary, Treasurer, Executive Assistant, executive Sergeant-at-Arms and State Delegate) shall be granted time off from duty, with no loss of regular pay, to attend Executive Board and General Membership meetings of the Association.

SECTION 10. A representative of the Association (the Union President or designee) shall be granted time off from duty and shall suffer no loss of regular pay for all meetings between the Township of Hamilton and the Association for the purpose of processing grievances.

SECTION 11. One (1) employee of the Fire Department from each Association shall be selected respectively by the Fire Chief or Designee and the President of the Association, with the approval of the Fire Chief or Designee, to assist the next of kin whenever a member of the Fire Department passes away. When the Department is notified of such a death, the Fire Chief or designee shall excuse those selected from regular duties where possible without loss of pay. Approvals shall not be unreasonably withheld.

SECTION 12. Delegates.

Hamilton Township agrees to grant the necessary time off without loss of pay to the members of the F.M.B.A. selected as delegates to attend any State or national convention of the NJFMBA as provided under N.J.S.A. 40A:14-177, N.J.S.A. 11A:6-10.

For the State Union Convention, no more than the statutory ten percent (10%) of the membership shall be released with pay as delegates per convention and no more than two (2) conventions per year.

For any employee who is a duly authorized representative of any other statutory organization such convention attendance shall be granted pursuant to and consistent with the provisions of N.J.S.A. 38:23-2. No employee shall be entitled to a total of more than five (5) days leave each calendar year for the purpose of attending, as authorized representative, the convention of an organization set forth in N.J.S.A. 38:23-2. The number of permissible conventions shall be capped at 2 and the total number of permissible attendees shall be capped at 10 for Hamilton Firefighters who are members of the subject organization. Names of the attendees shall be given to the department at least two weeks prior to start of the convention.

SECTION 13. Union President.

- a. Hamilton Township will permit the Union President to conduct necessary union business on Township time from an office established at one of the Township's firehouses for up to two days per month.

- b. The President will make a good faith effort to schedule on his union days meetings which would otherwise require him to be absent from his company on other days.
- c. Unused days from one month cannot be carried forward to be used in any other month.
- d. Union President (or designee) will receive release from duty on day tours (12 hours) twice a month, he/she will work night tours as scheduled to attend union, community and administrative activities. If an assignment during a release tour requires manpower to be recalled he will complete the task at hand and respond to Fire headquarters for assignment.

SECTION 14. The Township of Hamilton agrees to provide the Association with exclusive use of a room with available storage facilities and meeting facilities to accommodate fifty percent (50%) of membership capacity for the conduct of Association business.

SECTION 15. Grievances. The members of the Association Grievance Committee shall be permitted to change shift assignments for all meetings between the Township of Hamilton and the Association for the purpose of processing grievances, when such meetings take place at a time during which such employees are scheduled to be on duty.

ARTICLE 31

DUES CHECK-OFF AND ASSOCIATION SECURITY

SECTION 1. The Township of Hamilton agrees to deduct Association dues from each member of the Association by automatic payroll deduction in such amount as determined by the Association and certified to the Township of Hamilton by the Treasurer and/or President of the Association each pay period and remit same to the Treasurer within the next pay period from the scheduled pay day.

SECTION 2. Subject to applicable law, any employee in the negotiating unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial appointment 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 pay a representation fee to the Association by automatic payroll deduction. The representation fee shall be in the amount equal to eighty-five percent (85%) of the regular Association membership dues, fees and assessments as certified to the employer by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Association and the Township of Hamilton.

SECTION 3. Nothing in the foregoing Sections shall be construed in a manner inconsistent with the U.S. Supreme Court's decision in *Janus v. AFSCME*, 138 S. Ct. 2448; 201 L. Ed. 2d 924 (2018), or with respect to any employee's rights thereunder to opt out of the foregoing.

SECTION 4. The Township agrees to comply with the provisions of the Workplace Democracy Enhancement Act (WDEA).

ARTICLE 32

PROPERTY OF TOWNSHIP OF HAMILTON FIRE DIVISION

A. All sanitary facilities in the Fire House, such as toilets, showers, wash basins, will be kept in good working order, and supplies will be maintained.

B. The Township of Hamilton agrees to provide the following furnishings and replace such furnishings when deemed essential by both the Township of Hamilton and Association.

1. Lockers
2. Beds, mattresses, insect/hygienic mattress protectors
3. Chairs
4. Tables
5. Kitchen equipment (refrigerators, stoves)
6. Washer and Dryers for clothing
7. Washer and dryer for turn out gear
8. House alerting systems
9. Apparatus room exhaust system
10. Door entry system

C. All major maintenance of the Fire Houses will be maintained by organized labor professionals other than Association members.

D. All station quarters will have adequate heating, hot water and air conditioning.

ARTICLE 33

TRAINING AND EDUCATION

Subject to the terms contained herein, it is understood and agreed by the Township of Hamilton, that when prior approval is given by the Fire Chief, time off with pay shall be provided to the employees who wish to attend Fire Training Schools, EMS courses and/or seminars when they are otherwise scheduled to work. It is further understood by the Township of Hamilton and the Association that said approval will not be unreasonably denied. However, if the course is not mandatory, the employee shall attend the course while not on duty without any additional compensation. Upon successful completion of approved courses by employees furthering their education, said employees shall be reimbursed the amount of tuition and fees and books of said course by the Township of Hamilton.

ARTICLE 34

DISCIPLINE PROCEDURES

SECTION 1. It is agreed that nothing herein shall in any way prohibit the Fire Chief from discharging or otherwise disciplining any employee, regardless of his/her seniority, for good and just cause.

SECTION 2. The general causes for which an employee may be subject to discipline and the type of disciplinary action that may be taken by the Fire Chief regarding employees and their rights in regard thereto, are as set forth in New Jersey Civil Service Commission rules and regulations, and shall be applied under this Agreement.

SECTION 3. Disciplinary charges must be prepared and served on an employee within forty-five (45) calendar days of knowledge of the event or incident giving rise to the disciplinary charges, except if the matter is subject to criminal charges or indictment. The failure to timely charge an employee shall result in dismissal of the disciplinary charges.

ARTICLE 35

MILITARY LEAVE

Leave with full pay for military purposes shall be granted in accordance with *N.J.A.C. 4A:6-1.11*, or with New Jersey statutes, whichever gives greater benefits to the employee, but in all cases in accordance with the time limitations and duration set forth therein. The Township shall not reschedule any employee's regular leave, vacation or scheduled day off to conform to the days in which the employee must fulfill his/her scheduled military obligation.

ARTICLE 36

SAFETY COMMITTEE

The Township of Hamilton and the Association agree and recognize that the safety of its fire personnel is paramount and of major concern. The Association shall designate one member to serve on the Township Safety Committee to represent the Fire Division.

ARTICLE 37

SENIORITY

Seniority is defined as the accumulated length of service with the Township and all service in the former Hamilton Township Fire Districts (2-9) shall count towards length of service for all purposes and credit for such service shall be applicable wherever appropriate.

Seniority principles shall apply to employees covered by this Agreement with respect to layoff and recall from layoff as prescribed by the Civil Service Commission law, rules and regulations.

The Association shall maintain a seniority list which shall be updated quarterly.

ARTICLE 38

RETIREMENT RECOGNITION

The Township of Hamilton agrees to release to retirement personnel who complete twenty (20) or more years of service of employment in the Fire Division, as an expression of appreciation and gratitude for the years of faithful service rendered to the community, the following items:

- Badge
- Class A Uniform
- Helmet with shield

The Fire Chief shall have the discretion to release the foregoing items to other retiring fire personnel based on special circumstances.

ARTICLE 39

MUTUAL AID

The Township of Hamilton agrees that when mutual aid is required it will first recall to duty members of the Association as determined by the Fire Chief. If time does not permit the calling of Association Employees, Mutual Aid will then be called in until such time as the Association employees can be recalled to duty.

ARTICLE 40

MISCELLANEOUS PROVISIONS

SECTION 1. The Township of Hamilton shall maintain workers' compensation insurance for employees pursuant to N.J.S.A. 34:15-1 et seq.

SECTION 2. Members of the Honor Guard, Pipes and Drums maybe be required to work or train outside of their normal duty hours. Being a member of the Honor Guard, Pipes and Drums is voluntary. Members will be paid at time and one half pay for service when it is a Township of Hamilton event and service at the event has been approved by the Fire Chief.

SECTION 3. If the Honor Guard, Pipes and Drums must travel to any memorial service, funeral, or any other event, the Township of Hamilton will provide a departmental vehicle for transportation.

SECTION 4. New Jersey Task Force One Urban Search & Rescue (NJ-TF1).

The Township shall be a participating agency in the New Jersey Task Force One Urban Search & Rescue (NJ-TF1) sponsored by the New Jersey Office of Emergency Management (NJOEM). No more than two (2) firefighters and two (2) fire officers shall be allowed time off without loss of pay for deployments with NJ-TF1. The deployments shall follow the guidelines set forth in the contract signed between the Township and NJOEM.

SECTION 5. National Urban Search & Rescue Response System.

The Township shall be a participating agency in the National Urban Search & Rescue Response System sponsored by the New Jersey Department of Law and Public Safety, Office of the Attorney General, and the Sponsoring Agency, New Jersey Office of Emergency Management (NJOEM), New Jersey Task Force One (NJ-TF1). No more than two (2) firefighters and two (2) fire officers shall be allowed time off without loss of pay for deployments with National Urban Search & Rescue Response System. The deployments shall follow the guidelines set forth in the contract signed between the Federal Emergency Management Agency (FEMA), NJ Attorney General and NJOEM.

SECTION 6. All-Hazards Incident Management Team (NJ-AHIMT).

The Township shall be a participating agency in the New Jersey All-Hazards Incident Management Team (NJ-AHIMT) sponsored by the New Jersey Office of Emergency Management (NJOEM). No more than two (2) firefighters and two (2) fire officers shall be allowed time off without loss of pay for deployments with NJ-AHIMT. The deployments shall follow the guidelines set forth in the contract signed between the Township and NJOEM.

ARTICLE 41

SAVINGS CLAUSE

Should any part of any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or any decree by a court of competent jurisdiction, such invalidation or part thereof shall not impair the validity and enforceability of the remaining provisions of this Agreement.

ARTICLE 42

BULLETIN BOARDS

Subject to prior approval of the Fire Chief or Designee, which approval shall not be unreasonably withheld, the Township shall permit the Association reasonable use of Bulletin Boards in each Firehouse and other appropriate locations including locations of special units. The said Bulletin Boards shall be used for posting of the following notices: Union meetings, Union elections and returns, Union appointment to office and Union recreational or social affairs and job openings.

ARTICLE 43

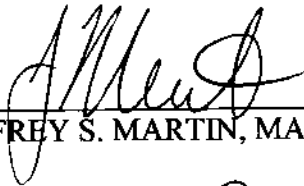
LEGAL

In accordance with N.J.S.A. 40A:14-28, whenever a member or officer of the Association is a defendant in any action or legal proceeding arising out of or incidental to the performance of his or her duties, the Township shall provide said member or officer with counsel and costs incidental to such representation for the defense of such action or proceeding, other than for his or her defense in a disciplinary proceeding instituted against him by the Township, or in a criminal proceeding instituted as a result of a complaint on behalf of the Township. If any such disciplinary or criminal proceeding instituted by or on complaint of the Township shall be dismissed or finally determined in favor of the member or officer, he or she shall be reimbursed for the expense of his or her defense.

SIGNATURE PAGE


IN WITNESS WHEREOF, the Township of Hamilton and the Association have caused these presents to be signed by their duly authorized representatives, and the seal of the Township of Hamilton hereunto affixed.

FOR THE TOWNSHIP OF HAMILTON:



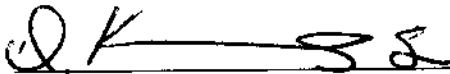
JEFFREY S. MARTIN, MAYOR

DATED: 10/13/2020

ATTEST: 

DATED: Oct. 14, 2020

FOR THE FIREFIGHTERS MUTUAL BENEVOLENT ASSOCIATION LOCAL 84:



DAVID KRUEGER, PRESIDENT

DATED: 10-15-20

ATTEST: 

DATED: 10-15-2020

APPENDIX A – Firefighters

	<u>2021</u>	<u>2022</u>
		<u>2%</u>
Academy	\$45,000.00	\$45,900.00
Probation	\$51,000.00	\$52,020.00
Step 1	54,000.00	55,080.00
Step 2	58,500.00	59,670.00
Step 3	60,000.00	61,200.00
Step 4	63,589.23	64,861.01
Step 5	67,178.46	68,522.03
Step 6	70,767.69	72,183.04
Step 7	74,356.92	75,844.06
Step 8	77,946.15	79,505.07
Step 9	81,535.38	83,166.09
Step 10	85,124.61	86,827.10
Step 11	88,713.84	90,488.12
Step 12	92,303.07	94,149.13

	<u>2021</u>	<u>2022</u>
		<u>2%</u>
Fire Prev. Specialist, UFD	\$105,716.27	\$107,830.60