

AGREEMENT
BETWEEN THE
BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT # 7
TOWNSHIP OF HAMILTON
MERCER COUNTY
NEW JERSEY
AND THE
NEW JERSEY STATE FIREMEN'S
MUTUAL BENEVOLENT ASSOCIATION
LOCAL #84
HAMILTON TOWNSHIP
MERCER COUNTY
NEW JERSEY
01 JANUARY 2005 THRU 31 DECEMBER 2008

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AGREEMENT

AGREEMENT, made this 1st Day of January 2005 by and between the Board of Fire Commissioners, Hamilton Township Fire District #7, hereinafter referred to as the “**Commissioners**”, and the Firemen’s Mutual Benevolent Association Local # 84, hereinafter referred to as the “**FMBA**”.

ARTICLE I. Purpose

It is the purpose of this agreement to promote and ensure harmonious relations, cooperation and understanding between the Commissioners and the FMBA and to insure sincere bargaining, establish proper standards of salary, working conditions, hours and other conditions of employment; to present the rights and the duties of the Commissioners and the FMBA; to provide for the resolving of legitimate grievances all in order that proper service shall be expedited and established in the best interest of the people of Hamilton Township and its Employees. The continuous efficiency and excellence of the Fire Department shall be considered foremost at all times by both parties of this Agreement.

ARTICLE II. Recognition

The Commissioners recognize FMBA Local #84 as the exclusive collective bargaining representative for the Hamilton Township FMBA, it being agreed that this bargaining unit includes all members of the FMBA, within Fire District #7, including Driver/Firefighters, Fire Marshals, Firefighter/Administrative Assistants, Fire Inspectors and Firefighters. Excluded are Supervisors, Volunteer Firefighters not paid employees of the District, Police and Craft Employees and Non-Firefighting Employees.

ARTICLE III. Duration of Agreement

The Commissioners and the FMBA agree that the duration of this agreement shall be for a period of four (4) years, commencing the first day of January 2005 and expiring the last day of December 2008. This

agreement shall remain in full force and in effect during collective negotiations between the parties beyond the date of expiration set forth herein until the parties have agreed mutually upon a new agreement.

ARTICLE IV. Discrimination

The Commissioners and the FMBA both recognize that there shall be no discrimination by reason of sex, creed, race, origin and residency as far as employment and promotions are concerned or as far as any application for employment or job or as condition for employment. The Commissioners further agree that they will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the FMBA, nor will the Commissioners encourage membership in any other association or union or do anything to interfere with the exclusive representation of the Firefighters in the appropriate unit.

ARTICLE V. Sick Time and Disability Provisions

It is agreed that the Commissioners shall provide fully paid coverage to all Hamilton Township Fire District #7 employees (both current and future) in the New Jersey Temporary Disabilities Insurance program.

Section 1. Earned and Accrued Sick Time

Sick time is to be accrued at a rate of 1-1/4 days per month (15 days per annum). Total accumulation is unlimited. Each employee shall be paid for 50% of his or her accumulated sick time upon retirement, death or termination of employment in Hamilton Township Fire District #7.

- (a) Payment for accumulated sick leave shall be calculated by dividing the last base salary attained by that employee at the time of termination of employment (including longevity excluding overtime) by fifty-two (52). Said calculation will arrive at a weekly rate, which shall then be divided by forty two (42) which reflects the number of average hours worked by the employee. In computing the accumulation of sick leave, the years of service of such employee prior to and subsequent to the adoption of the Civil Service Act shall be used.

(b) No employee shall accumulate additional sick time beyond commencement of retirement or termination of employment.

Section 2. Payment to Heirs, Assigns or Designees

The heirs, assigns or designees of an employee whose employment is terminated by death and while in good standing shall receive the payments as set forth in Section 1, paragraphs (a) to (b) of this article.

Section 3. Payment on Retirement

Employees who receive a disability retirement or a deferred retirement pursuant to the Police and Firemen's Retirement System (PFRS) shall receive payments in accordance with Section 1, paragraphs (a) to (b) of this article. If an employee takes a deferred retirement, payments hereunder shall be made on the date that said employee would have been eligible for retirement had he/she remained an Employee of Hamilton Township Fire District #7 or payments shall be made on the nearest payday thereafter.

Section 4. Eligibility for Use of Sick Time

An employee may take sick time for any of the following reasons:

- (a) Personal illness or personal incapacity to such an extent as to render the employee unable to perform his/her duties adequately;
- (b) Attendance to members of the immediate family whose illness requires the care of such employee up to six (6) shifts.
- (c) It is agreed that upon advance notification to the Board President, an employee may use sick time for personal reasons, provided such use does not create a manpower shortage.

Section 5. Hospital Confinement and Major Illness/Injury

The provisions for hospital confinement and major illness or injury shall be treated in the following manner:

- (a) Employees who enter the hospital and/or suffer a major illness shall request, as soon as possible, a letter from the attending physician indicating the type of illness and recommended recuperative time. This letter shall be forwarded to the Commissioners.

- (b) After verification of the recommended recuperative time is made by the Commissioners appointed physician, if such verification is requested, and such recuperative time is completed, the Employee shall return to duty.

Section 6. Service Connected Disabilities

Service connected disabilities shall be treated in the following manner:

- (a) Employees who are 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 substantiated by a physician. Said sick leave will not be under sick time regulations. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of workmen's compensation paid under the New Jersey Workmen's Compensation Act for Temporary Disability. Said leave shall be limited to a maximum of one (1) year from the date of injury.
- (b) The employee shall be required to present evidence by certificate of an authorized physician that he/she is unable to work and the Commissioners may reasonably require the said employee to present such certifications from time to time.
- (c) In the event a conflict arises with respect to a definition of major illness or injury between the parties, a meeting will be convened between the Commissioners and the FMBA for the purpose of arriving at a final determination.
- (d) For the purposes of this Article, injury or illness incurred while the Employee is on duty attending a training program that is sanctioned by the Commissioners shall be considered in the line of duty.
- (e) In the event of a dispute as to whether an absence shall be computed or designated as a sick leave or as to an injury on duty, the parties agree to be bound by the decision of an appropriate Worker's Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

- (f) Injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as chargeable under sick time regulations.
- (g) Employees returning from authorized leave of absence, as set forth above, will be restored to their original job classification and shifts 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 7. Chargeable Sick Time

Any Employee who reports for duty and subsequently reports off duty due to illness, will be charged against sick time only those hours not worked.

ARTICLE VI. Bereavement

Any employee suffering bereavement by reason of death in his/her family (i.e.: spouse, children, parents, siblings, grandparents and parents-in-law) shall receive up to three (3) working shifts off for the purposes of attending the funeral and/or arranging for his/her personal affairs. In construing this Article, the Commissioners will give due consideration to the circumstances of any employee who has a death in the family out of state. In addition, Employee shall be granted one (1) shift leave to attend the funeral of an aunt, uncle, brother-in-law, sister-in-law and grandchild.

ARTICLE VII Hours of Work and Overtime

Section 1. Assignment of Hours/Shifts

Employees shall work the following designated hours and shifts:

- (a) The Driver/Firefighters' workweek will consist of an average forty-two (42) hours per week over a thirty (30) day cycle, consisting of two (2) day shifts (0700 to 1700hrs) and two (2) night shifts (1700 to 0700hrs), followed by four (4) days off and then repeat the cycle.

- (b) Fire Marshals, Fire Inspectors, Firefighter/Administrative Assistants and Firefighters workweek will consist of an average of forty two (42) hours per workweek over a six (6) week cycle consisting of three (3) day shifts (0600 – 1800hrs) followed by three (3) days off and then repeating the cycle.
- (c) The sleep area provided for the Driver/Firefighter shall be used between the hours of 2300 to 0600hrs. The Driver/Firefighter shall use good judgment regarding building security prior to retiring for the night, keeping in mind that we are not to prohibit, in any way, the Fire Company Members reasonable access to the facility during permitted sleep hours.

Section 2. Overtime

- (a) Overtime shall be based on extra time worked above and beyond the normal scheduled shifts. Employees shall have the first right of refusal to work all normal vacation, personal and sick time vacancies. Any extended/special vacancies shall be filled at the sole discretion of the Commissioners.
- (b) Replacement schedule shall be Driver/Firefighters for Driver/Firefighters and Firefighters for Firefighters. A rotating schedule of all qualified and Board approved career staff will fill any remaining open shifts.

Section 3. Overtime Compensation Rate

The rate of overtime paid for replacement of all career personnel by career personnel shall be at time-and-one-half the regular rate of pay.

ARTICLE VIII. Station Uniforms

Section 1. Uniform Allowance

It shall be the responsibility of the Commissioners to purchase the following uniform items at the stated intervals:

Uniforms For Career Staff Working a Four (4) On Four (4) Off Schedule:

4 Shirts to be purchased every year

- 4 Pair of pants to be purchase every year
- 4 Tee Shirts to be purchased every year
- 1 Gore-Tex Jacket to be purchased as needed
- 1 Pair of work boots to be purchased as needed
- 1 Belt to be purchased as needed

Uniforms For Career Staff Working a Three (3) On Three (3) Off Schedule:

- 3 Shirts to be purchased every year
- 3 Pair of pants to be purchased every year
- 3 Tee Shirts to be purchased every year
- 1 Gore-Tex Jacket to be purchased as needed
- 1 Pair of work boots to be purchased as needed
- 1 Belt to be purchased as needed

Section 2 Description of Uniform

Driver/Firefighters, Firefighter/Administrative Assistants, Fire Inspectors, Firefighters and Fire Marshals uniforms will be in compliance with the New Jersey statutory mandate effective January 05, 1995. Description as agreed upon by both parties.

Section 3. Changes in Uniform

If at any time the Commissioners make any uniform change, the cost of requiring each employee to change his/her uniform shall be borne by the Commissioners.

Section 4. Uniform Damages

Any employee who has had his/her uniform damaged in the line of duty shall have that portion or all of his/her uniform completely replaced and the costs shall be borne by the Commissioners. Any item of personal property usually carried by the average person, belonging to the Employee, which is damaged in the line of duty

shall be replaced and the costs shall be borne by the Commissioners except that the replacement of a watch or timepiece be limited to a maximum of \$50.00 and eyeglasses or contact lenses once a year to a maximum of \$300.00. Any additional damages within the same calendar year will be reviewed by the Board for reimbursement approval.

ARTICLE IX. Health Benefits and Hospitalization

Section 1. Coverage for Active Employees

The Commissioners shall provide to all unit employees hospitalization and sickness insurance under the State Health Benefits Plan at no cost to the employee. The Commissioners shall also provide to all unit employees major medical benefits pursuant to the State Health Benefits Plan. Increased costs for option plans (such as HMO), which are selected by the employee if authorized by the Commissioners, shall be borne by the employee.

Section 2. Coverage for Retired Employees

Hospitalization, sickness insurance, prescription drug program, dental coverage and major medical benefits, as described in Section 1 and 3, shall be covered in full at Commissioners expense, (for the employee and the employee's spouse only) for any employee who retires with a minimum of twenty-five (25) years of service in the New Jersey State Health Benefits program and a minimum of twenty (20) years of service as an employee of Hamilton Township Fire District 7, as adopted by Commissioner resolution N.J.S.A. 52:14-17.38 dated July 01, 1999, amended during the March 20, 2001 Commissioner meeting and further amended during the July 06, 2004 Commissioner meeting.

Section 3. Dental Coverage

The Commissioners shall provide all Employees and dependants dental coverage in accordance with the Guardian Dental Plan or equivalent, at no cost to the employee.

Section 4. Eye Care Program

All employees shall receive a maximum reimbursement of \$300.00 for eye care in each year of this agreement.

ARTICLE X. Prescription Drug Program

The Commissioners shall provide each employee for his/her and his/her family's expenses for prescriptions, a prescription card plan equal to or better than the New Jersey State Health Plan Prescription Program currently enrolled in at no cost to the employee.

ARTICLE XI. Pensions

The Commissioners shall provide pension and retirement benefits and contribute as heretofore to all Employees covered by this agreement under the Police and Firemen's Retirement System (PFRS), pursuant to the provisions of the statutes and laws of the State of New Jersey.

ARTICLE XII. Vacations

Section 1. Earned Time.

Yearly vacations will be as follows:

- A. First Year: Six (6) Days
- B. Second thru Ninth Years: Twelve (12) Days
- C. Tenth thru Fourteenth Years: Eighteen (18) Days
- D. Fifteenth thru Thirtieth Years: Twenty-Four (24) Days

Section 2. Scheduling of Vacations

Vacation choices with respect to available dates shall be on the basis of seniority. Where necessary, changes in the vacation schedule will be made compatible to insure adequate manning in the station. No more

than two (2) employees shall be off at any one time. Use of vacation time shall be subject to the Commissioners' approval. Earned vacation "Days", for the purpose of scheduling vacations shall be understood to mean, one (1) day = one scheduled "shift"; employees shall not be allowed to schedule more than half of their vacation on scheduled "night" shifts. It is agreed that each request for leave will be reviewed by the Commissioners on an individual basis and the Commissioners' decision shall not be made in an arbitrary manner.

Section 3. Use of Vacation Time

Vacation days are to be non-cumulative and must be completed on or before December 31st of each year.

Section 4. Line-of-Duty Injury Preceding Scheduled Vacation

An employee injured in the line of duty preceding his/her vacation shall not be penalized and his/her vacation shall be rescheduled for a period mutually agreeable between him/herself and the Commissioners.

ARTICLE XIII. Holidays

Section 1. Compensation Rate

All career staff shall be compensated in the following manner:

- (a) For pension purposes, the Commissioners agree to pay each employee the total sum of holiday pay added to the base pay and disbursed evenly throughout the pay periods, for a total of thirteen (13) holidays in each year of this agreement. Such compensation is equal to time-and-one-half rate at the employee's hourly rate, based on an average of twelve (12) hours per day. Employees hired during the year shall receive a pro-rata share of this holiday pay. Any Employee who has commenced terminal leave shall receive a pro-rata share of this holiday pay.

Section 2. Holidays

The following days will be recognized as the paid holidays under the terms of this agreement:

- 1) New Years Day
- 8) Labor Day

- | | |
|-----------------------|-----------------------------------|
| 2) President's Day | 9) Columbus Day |
| 3) Lincoln's Birthday | 10) Veteran's Day |
| 4) Good Friday | 11) Thanksgiving Day |
| 5) Easter Sunday | 12) Friday after Thanksgiving Day |
| 6) Memorial Day | 13) Christmas Day |
| 7) Independence Day | |

- (a) In order to qualify for holiday pay, employees must work their regular scheduled shift immediately preceding and immediately following the holiday, unless on excused absence. Any employee taking sick time before or after a holiday may be required at the request of the Board to present a doctors note verifying said illness.
- (b) Whenever a holiday falls during the time an employee is utilizing sick leave or family leave benefits, that day will be considered as sick leave or family leave benefits.
- (c) Employees who are on leave of absence without pay will not be eligible for holiday pay.

ARTICLE XIV. Salaries

Employees within Hamilton Township Fire District #7 shall be paid in accordance with the following base salary schedule which includes the negotiated annual increases as follows: 2005 – 4%, 2006 – 4%, 2007 – 4% and 2008 – 4% and adjustment per paragraph (b) and (c) below.

Title	2005	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Fire Marshal “A”		68984	71064	73144	75224	77304	79384
Fire Marshal “B”		62984	65064	67144	69224	71304	73384
Driver/Firefighter “A”		53124	55204	56284	59364	61444	63524
Driver/Firefighter “B”		47124	49204	51284	53364	55444	57524
Firefighter/Admin Asst		41019	43099	45179	47259	49339	51419
Firefighter A		41019	43099	45179	47259	49339	51419
Firefighter B		38324	40404	42588	44668	46748	48828
Fire Inspector		Note C	Note C	Note C	Note C	Note C	Note C

Title	2006	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Fire Marshal “A”		71504	73667	75830	77993	80157	82320
Fire Marshal “B”		65504	67667	69830	71993	74157	76320
Driver/Firefighter “A”		55009	57173	59356	61499	63662	65825
Driver/Firefighter “B”		49009	51173	53356	55499	57662	59825
Firefighter/Admin Asst		42659	44823	46986	49149	51312	53475
Firefighter A		42659	44823	46986	49149	51312	53475
Firefighter B		39857	42020	44292	46455	48618	50781
Fire Inspector		Note C	Note C	Note C	Note C	Note C	Note C

Title	2007	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Fire Marshal "A"		74124	76374	78623	80873	83123	85373
Fire Marshal "B"		68124	70374	72623	74873	77123	79373
Driver/Firefighter "A"		56970	59220	61469	63719	65969	68218
Driver/Firefighter "B"		50970	53220	55469	57719	59969	62218
Firefighter/Admin Asst		44366	46615	48865	51115	53365	55614
Firefighter A		44366	46615	48865	51115	53365	55614
Firefighter B		41451	43701	46063	48313	50563	52812
Fire Inspector		Note C	Note C	Note C	Note C	Note C	Note C

Title	2008	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Fire Marshal "A"		76849	79189	81528	83869	88208	88548
Fire Marshal "B"		70849	73189	75528	77869	80208	82548
Driver/Firefighter "A"		59009	61348	63688	66028	68368	70707
Driver/Firefighter "B"		53009	55348	57688	60028	62368	64707
Firefighter/Admin Asst		46140	48480	50820	53160	55499	57839
Firefighter A		46140	48480	50820	53160	55499	57839
Firefighter B		43109	45449	47906	50245	52585	54925
Fire Inspector		Note C	Note C	Note C	Note C	Note C	Note C

- (a) On January 1st of each year, all employees not at the top of their respective grades will, in addition to the "across the board" negotiated increases, advance one (1) additional step on his/her salary guide.

New employees starting on or after July 1st must complete the balance of the year hired and a full year

prior to receiving the negotiated increase. The salaries listed above (excluding Fire Marshal) include a \$1,800.00 increase in base pay (added after negotiated increase) for additional housekeeping duties, (entire building except Ballroom) to be split between day and night shifts.

- (b) Any employee appointed to the position of Fire Inspector shall receive an additional \$3,000.00, added to their base pay. Duties of this position shall not exceed 20% of their scheduled shift. Should the duties of this position increase pay shall be adjusted commensurate to responsibilities.
- (c) Any employee in the Firefighter B category who becomes qualified on all District 7 apparatus will be moved to the Firefighter a category after completing one (1) year as Firefighter B.

ARTICLE XV. Leave Without Pay

The Commissioners, upon the request of an employee and after reasonable written notice, may grant a six (6) month leave of absence without pay to said employee due to illness. Said leave may only be granted by the Commissioners when the Commissioners receive a written request signed by the Employee. The Commissioners may extend such leave for an additional six (6) months. If the said employee overstays such leave, his/her employment with Hamilton Township Fire District #7 shall be deemed to have terminated. Seniority of employee shall continue to accumulate during such leave.

ARTICLE XIV. Grievance Procedure

Section 1. Definition

A grievance is defined as any dispute, controversy or issue involving the interpretation, application, or violation (alleged or otherwise) of any provision of this agreement or regarding employment or the application of any rules, regulations, ordinance or statute which actually affects working conditions.

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 pending action of disciplinary proceedings for issues arising out of the subject matter of the charges. All other rights and benefits under this agreement shall be available to the subject employee during the pending action of any disciplinary proceedings. Grievances, disputes or controversies, which may arise, shall be resolved as described hereinafter.

Section 2. Criteria of a Grievance

A written grievance shall meet the following criteria:

- (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 section of the Agreement, Rule, Statute or Regulation which has been allegedly violated, misapplied or as to which the dispute arises;
- (d) It shall state the relief requested;
- (e) It shall contain the date of the alleged dispute, controversy or issue; and
- (f) It shall be signed by the grievant.

Section 3. Exclusion of Time

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

Section 4. Step Procedures

Step procedures are as follows:

- (Step One)** Within twenty (20) calendar days after its occurrence, or within twenty (20) calendar days after he/she knew or should have known of its existence, the aggrieved employee's grievance shall be discussed verbally 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, signed by the aggrieved and submitted to the President of the Commissioners. In no event shall a grievance be initiated more than

thirty (30) days after the grievant first knew or should have known of its existence. The President of the Commissioners 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 grievance or written response may be waived by mutual 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 Commissioners. The Commissioners shall submit their written answer to the grievant within seven (7) calendar days. This time limit may be waived by mutual agreement.

(Step Three) In the event the grievance shall not have been resolved at step two, then the grievant may seek relief at arbitration as herein specified. In all respects, the initiation of binding arbitration or court process shall begin within forty-five (45) days after receipt of a written resolution from the Commissioners.

Section 5. Arbitration

Arbitration requests shall be directed to the Public Employee Relations Commission subject to the rules then existing of such agency. The aggrieved party shall copy the other party on its request. The request shall specify the particulars of the grievance and the contract provision(s) allegedly violated.

- (a) The selection of the independent arbitrator shall be made pursuant to the rules then existing of the Public Employees Relations Commission.
- (b) As promptly as possible after the arbitration 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 employee or employees aggrieved, the Commissioners and the FMBA in writing. It shall be the obligation of the arbitrator, to the Commissioners and the FMBA, to make his/her best effort to rule on the cases heard by him/her within twenty-one (21) calendar days after the hearing.

- (c) Unless otherwise mutually agreed, the submission to the arbitrator shall be based on the original written grievance and issues submitted in the grievance procedure at step one. The parties shall not construe this paragraph so as to limit the submission of proofs.
- (d) The decision of the arbitrator is final and binding upon both parties and the grievance shall be considered permanently resolved.
- (e) Both parties shall share the expenses of the arbitrator equally. Each party shall make arrangements for and pay the witnesses, which are called by it.

ARTICLE XVII. General Provisions

Both the Commissioners and the FMBA acknowledge that this contract is a fair Agreement and both parties agree that no modification or waiver of any 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 of 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.

- (a) It is understood and agreed by and between the Commissioners and the FMBA that if any part of this Agreement is in conflict with applicable State or Federal Laws, that such part be suspended and the appropriate applicable provision shall prevail; the remainder of this Agreement shall not be affected thereby.
- (b) Notwithstanding any prior articles, all paragraphs of this Article or provisions of this Agreement may be changed or altered providing both parties mutually agree in writing.

ARTICLE XVIII. Post-Termination Employment

Any Employee whose services are terminated and whom is in good standing and who is called to testify or assist in any preceding, including but not limited to criminal and civil cases, administrative hearings and so forth, that he/she investigated or was involved in prior to termination of his/her services, shall be compensated for such appearances by a day's pay at the present prevailing rate at the same compensation paid to the Employees in the rank he/she held immediately prior to his/her termination, exclusive of overtime. Employees who are required to appear for such appearances shall also be compensated for traveling expenses.

ARTICLE XIX. Personnel Files

There shall be one (1) Fire District #7 Employee file and the Employees shall have the right to examine their files at a reasonable time. Employees shall have the further right to rebut any derogatory material included in their files. No reasonable request to view a file shall be refused and advance notice shall be required, except that an Employee shall be limited to viewing his/her file during regular business hours. Furthermore, a log shall be maintained indicating when a file has been viewed, by who and whether any material has been removed.

ARTICLE XX. Employee Representation

The FMBA must notify the Commissioners as to the names of the stewards and accredited representatives. No more than one (1) steward and alternate is to be designated for each station. Representatives of the FMBA who are not employees of Hamilton Township will be permitted to visit with Employees during working hours at their stations for the purpose of discussing FMBA representation matters by notifying the President of the Commissioners.

ARTICLE XXI. Management Rights

There are no provisions in this agreement that shall be deemed to limit or curtail the Commissioners in any way in the exercise of their rights, powers and authority which the Commissioners had prior to the effective date of this Contract unless and only to the extent that provisions of this Agreement curtail or limit such rights, powers and authority. The FMBA recognizes that the Commissioners' rights, powers and authority include, but are not limited to:

- (a) The right to manage its operation;
- (b) Direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge or lay-off. These rights, however, shall be exercised reasonably, in accordance with this Agreement, NJ Title 40A and all applicable State Laws;
- (c) The right to make all plans and decisions on matters involving its operation;
- (d) The extent to which any Department thereof shall be operated, the condition thereto and replacements, curtailments or transfers thereof;
- (e) Removal of equipment;
- (f) Outside purchase of products or services;
- (g) The scheduling of operations;
- (h) Means and processes of operations;
- (i) Materials to be used and the right to introduce new and improved methods and facilities and to change existing methods and facilities;
- (j) To maintain discipline and efficiency of Employees and to prescribe rules to that effect;
- (k) To establish and change standards of performance;
- (l) To run a department efficiently.

The Commissioners in the exercise of any of its management rights shall however, be bound by the terms of this Agreement and abide by the same. The Commissioners shall exercise its management rights in

accordance with Law and due process. The recognition of the management rights of the Commissioners is not a waiver by the FMBA or its members of any rights, benefits or privileges that the FMBA or its members may have under this agreement or any other authority.

The FMBA and its members shall have the right to grieve, under this Agreement, the unreasonable and/or arbitrary exercise of any of the foregoing management rights of the Commissioners.

ARTICLE XXII. FMBA Business Leave

The FMBA President or Executive Delegate shall be granted leave from duty with full pay for all State and Regional Meetings for the FMBA when such meetings take place at the time when such Employee is scheduled to be on duty, provided that said officer gives reasonable notice to the Commissioners.

ARTICLE XXIII. Dues Check-Off

The Commissioners agree to check-off FMBA dues and assessments uniformly arrived at and pay over such money to the duly elected Treasurer of the FMBA. Employees will file authorization forms with the Commissioners, signed by each Employee prior to such deduction.

ARTICLE XXIV. Longevity

For pension purposes, the Commissioners agree to pay each employee the total sum of longevity pay added to the base pay and disbursed evenly throughout the pay periods as per the following schedule:

Six (6) Years:	2%
Ten (10) Years:	4%
Fifteen (15) Years:	6%
Twenty (20) Years:	8%
Twenty Five (25) Years:	10%

ARTICLE XXV. Miscellaneous Provisions

Section 1. Military Leave

Any Employee who is ordered to active duty to be a component of the United States Armed Forces shall be granted leave without pay for the period of such service without loss of seniority. All members of the National Guard or Reserves shall be granted time off to attend required drills.

Section 2. Workmen's Compensation

The Commissioners will maintain Worker's Compensation Insurance for Employees pursuant to N.J.S.A. 34:15-1 et. Seq.

Section 3. Cause for Dismissal

Except as otherwise provided by law, Employee shall not be removed from his/her, employment or position for political reasons for any cause other than incapacity, misconduct or disobedience of the rules and regulations established by the Commissioners for the government of the Fire Department, nor shall such employee be suspended, removed, fined or reduced in rank from or in office, employment or position therein except for just cause as hereinabove provided and then only upon a written complaint, setting forth the charge or charges against Employee. Said complaint shall be filed with the Secretary of the Commissioners, and a copy thereof shall be served upon the Employee so charged, with notice of a hearing thereon designating its time and place, which shall not be less than ten (10) nor more than thirty (30) days from the date of service of the complaint. A failure to substantially comply with said provisions as to the service of the complaint shall require a dismissal of the complaint. The above language is intended to comply with the requirements of N.J.S.A. 40A: 14-19.

Section 4. Probationary Period

New Employees shall initially serve a ninety (90) day probationary period. Said period may be extended to a maximum of six (6) months by the Commissioners.

Section 5. Physical Examinations

Employee shall submit to a physical examination every two (2) years, paid for by the Commissioners and performed by a physician selected by the Commissioners.

Section 6. Personal Days

All Employees shall receive three (3) personal days annually, to be used at the employee's discretion as long as no more than two (2) employees are scheduled off the same day. Personal days are not cumulative.

ARTICLE XXVI. Equipment Operation and Safety

The Commissioners and the FMBA agree and recognize that the safety of the Employees is paramount and of major concern. The Commissioners hereby agree that all equipment will be maintained in safe operating condition when in service. No Employee shall be required to use or operate a piece of equipment, which is not in safe operating condition.

ARTICLE XXVII. Secondary Employment

An employee may accept and be employed in any occupation during his/her off-duty hours, provided that such occupation is not in violation of any Federal, State or Local laws and provided that such occupation is not in conflict with his/her job as a firefighter. The Commissioners shall determine if such a conflict exists.

ARTICLE XXVIII. Standards and Benefits

The Commissioners hereby agree that all benefits and conditions of employment including but not limited to salaries, fringe benefits, holidays, station uniforms and general working conditions presently in effect for the Employees covered hereunder be maintained and the conditions of employment be improved whenever specific provisions for said improvements are made in this Agreement.

IN WITNESS WHEREOF, the Commissioners have caused these presents to be signed by duly authorized officials, and the Seal of the Board of Fire Commissioners, District #7, hereunto affixed, and the president of the FMBA hereunto affixed his hand and seal, the day and year first above written.

ATTEST TO BY:

Frederick J. Zauner President

Edward F. Layton, Jr.

Todd C. Fell Secretary

John R. Marcucci

Daniel P. Galatro, Sr. Treasurer

Stephen E. Beres, Sr.

Charles Belmont

Gary W. Dempster

Anthony D. Moran

Kenneth J. Freeman

Kenneth R. Class

Representative, FMBA Local #84

Joseph F. Palazzone

Francis X. Glospie, Jr.

James M. Lombardo, Jr.

Raymond J. Pierce