

Hamilton Township Fire District No. 4

AGREEMENT made this First day of January 2004 by and between the Board of Fire Commissioners, Hamilton Township Fire District No.4, hereinafter referred to as the "Commissioners" and the Fireman's Mutual Benevolent Association (Local #84) hereinafter referred to as "FMBA".

ARTICLE I. Purpose

It is the purpose of this Agreement to define the terms and conditions of employment for members of the bargaining unit.

ARTICLE II. Recognition

Section 1. The Commissioners recognize the FMBA local #84 as the exclusive collective bargaining representative for all full time suppression employees of the Commissioners of Fire District No. 4, Hamilton Township.

Section 2. Excluded are:

- A. Supervisors
- B. Managerial Executives
- C. Volunteer firefighters not paid employees of the District.
- D. Confidentials
- E. Police and Craft Employees
- F. Professionals
- G. 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 January 1, 2004 and ending

December 31, 2007. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration (December 31, 2007) 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 unlawful discrimination by reason of sex, age, handicap, creed, race origin and residency as far as employment and promotions are concerned or as far as any application for or condition of 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 Local #84, or do anything to interfere with the exclusive representative of the Employees in the appropriate bargaining unit.

ARTICLE V. Sick Time and Disability Provisions

Section 1. Each employee shall receive ten (10) hours sick time per month for a total of one hundred-twenty (120) working hours per year during the year of contract (2004-2007), from the date of employment to the date employment terminates. Permanent employees will be credited January 1 of the contract years with the full amount of sick hours (120) as if they were already earned with the assumption they will work the full year. If an employee is terminated from his/her position the sick time will be prorated by the number of hours earned for the months worked up to their termination. Any time used over the earned amount will be deducted from the employee's termination paycheck.

New hires will be pro-rated based on their hiring date at a figure equal to total hours for the year divided by number of months (120 divided by 12 = 10 hours per month * months left from hire date (hired June 1, 2004) = 6 mos. * 10

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hours = 60 sick hours available for the six months.

Unused sick time shall be paid the last pay period in December of each year.

For purpose of this agreement any reference to a "day/shift" of leave shall mean the hours (10 or 14) scheduled for that day/shift.

Section 2. Payment for accumulated sick leave is calculated by dividing the highest base salary attainable by that employee at the time of termination of employment (excluding overtime) by 52. Said calculation will arrive at a weekly rate which then shall be divided by forty-two (42). Said calculation will arrive at a weekly rate, which shall then be divided by forty-two (42) for rotating shift employees or forty (40) for steady day shift employees. Said calculation will arrive at an hourly rate, which shall then be multiplied times the unused sick time.

Section 3. Employees, with three (3) or more years of service, who receive a disability retirement or a deferred retirement pursuant to P.F.R.S. shall receive payments in accordance with Section 1 of this Article.

Section 4. An employee covered by this agreement 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 their duties adequately.

B. Attendance to members of the immediate family whose illness requires the care of such employee up to four (4) shifts.

Section 5. In all cases of sick leave (illness) the employee is required to notify his supervisor of the reason for absence at the earliest possible time, but in no event less than his usual reporting time. Failure to report absence or abuse of sick leave privileges on the part of any employee may be cause for disciplinary action. When known that sick leave will be required for more than three (3) working days, such leave must be requested by the

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employee in writing to his Supervisor. This request must be accompanied by a written and signed statement from a physician prescribing sick leave and stating the reason(s) and the anticipated duration of the incapacity of the employee or immediate family member.

Section 6. 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 work provided the injury or illness has been substantiated by a physician. Said sick leave will not be chargeable 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 or she is unable to work and the Commissioners may reasonably require the said employee to present such certificate from time to time.

C. In the event a conflict arises with respect to a definition of major illness or injury between parties, a meeting will be convened between the Commissioners and FMBA for the purpose of arriving at a final determination.

D. In 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 Commissioners or its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional

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

E. For purposes of this Article, injury or illness incurred while the employee is attending a training program mandated by the Commissioners shall be considered in the line of duty.

F. In the event of a dispute as to whether an absence shall be computed or designated as sick leave or as to an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgement, or, if there is an appeal therefrom, the final decision of the last reviewing court.

G. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as chargeable under sick time regulations.

H. 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. Any employee of the District who reports for duty and subsequently reports off duty due to illness within four (4) hours from shift start will be charged against sick time only those hours actually not worked.

Section 8. Disability due to illness or injury not related to the fire occupation and occurring outside of employment shall be treated as regular sick leave under Article V, Section 4.

ARTICLE VI. Bereavement

Any employee suffering bereavement because of death in his or her family, including spouses, children, parents, grandparents, grandchild, brothers, sisters, and parent-in-laws shall receive up to four (4) working days and one (1) working day for non-immediate family members from the day of death to the day after the affairs.

ARTICLE VII. Hours of Work and Overtime

Section 1. The work week for employees shall consist of an average forty-two (42) hour per week over an eight (8) week cycle for rotating shifts employees.

A. Rotating shifts consist of ten (10) hour day shifts (7 a.m. - 5 p.m.) and fourteen (14) hour night shifts (5 p.m. - 7 a.m.). Effective with the signing of the contract the employees will work two (2) consecutive day shifts and two (2) night shifts with a four (4) day off period. This may be changed by request and agreed to by the Commissioners and employees of FMBA Local 84.

Section 2. Work Schedule: Work schedules showing the employee's shift, work days and hours, shall be posted at all times in the station, and a copy forwarded to the FMBA. Except in emergency, one (1) week advance notice will be given for the purpose of shift changes. Emergency is hereby defined as any situation which jeopardizes the public health, benefit, safety and welfare, as defined by New Jersey State Law, Hamilton Township Ordinance, or at the discretion of the Commissioners.

Section 3. Overtime:

A. Employees shall be compensated for overtime on an hourly rate based on their standard forty-two (42) work week schedule.

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B. An employee who is recalled to work overtime for any reason, shall receive time and one-half of their pay for the hours worked and receive a minimum of three (3) hours.

C. Employees covered under this Agreement shall be offered the right of first refusal with regard to any overtime situation created through the use of any leave under this Agreement or any other cause for overtime sanctioned by the Commissioners.

ARTICLE VIII. Uniforms

Section 1. The employees will be reimbursed up to \$350.00 for receipted purchases of approved uniforms each calendar year of the contract, an additional \$200.00 for maintenance and replacement due to normal wear and tear of uniforms during the contract year without receipts, payable during the first pay period in March of the following year.

Section 2. If at any time the Commissioners make any uniform change, the initial cost of requiring each employee to change uniforms shall be borne by the Commissioners.

Section 3. Only dark blue colored t-shirts with logos approved by the Board are allowed to be worn under uniforms. Logos may include FMBA, District #4, Enterprise or Hamilton. The uniform will be kept neat and clean at all times and shall be worn at all times when on duty. Only authorized badges, name tags, Commissioners approved patches and American Flag will be worn on the uniform. The American Flag on the right side down one (1) inch from the shoulder seam, badge on left side of shirt over the top of pocket, name tag right side over top of pocket.

During the timeframe of May 1 through October 1 of the year, appropriate short pants may be worn by the employees. In addition to the shorts the previous authorized gray uniform District #4 shirt will be worn.

ARTICLE IX. Health Benefits and Hospitalization

Section 1. The Commissioners shall provide current employees and their families hospitalization and sickness insurance under the New Jersey State Health Benefits Plan. The Commissioners shall also provide to all current Employees and their families' major medical benefits pursuant to the State Health Benefits Plan. Increased cost for option plans (like HMO), which are selected by the employee shall be borne by the employee.

Section 2. Other coverage: The Commissioners shall reimburse each employee for family medical care for dental, prescription, eyeglasses and examinations expenses up to eleven hundred (\$1,100.00) dollars each calendar year of the contract upon presentation of receipts to the Commissioners, payable by the third pay period in January of the following year.

Section 3. Retirement Coverage: On retirement from service to the Fire District, amounting to 25 years pursuant to Division of Pension by laws for the P.F.R.S., an employee will be covered by the medical coverage in place at the time of his/her retirement that will be of no cost to the employee except for standard co-pays and will be in effect until the demise of said employee. There will be no carry over rights to family members after such demise.

ARTICLE X. 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 pursuant to provisions of the statutes and Laws of the State of New Jersey.

ARTICLE XI. Vacation

Section 1. Yearly vacation will be as follows:

A. After 1 year:	4 shifts	48 hours
B. After 3 years:	8 shifts	96 hours
C. After 5 years:	12 shifts	144 hours
D. After 10 years:	16 shifts	192 hours
E. After 15 years:	18 shifts	216 hours
F. After 20 years:	20 shifts	240 hours
G. After 25 years:	24 shifts	288 hours

"Shifts" are defined under Article VII, Section 1a and for the purpose of this section, either a ten (10) or fourteen (14) hour regular scheduled shift and a eight (8) hour steady day shift shall be counted as one shift.

Vacation choices with respect to available dates shall be based on seniority and not more than one (1) employee shall be on vacation per work station at any given time unless approved by the Commissioners with reasonable notice. In case of emergency, the Commissioners may change the vacation schedule.

Section 2. All yearly vacation must be completed before December 31st of each year. Any unused portion will be paid over to each employee during the first pay period of December of each contract year.

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 employee and the Commissioners.

ARTICLE XII. Longevity

Longevity will discontinue in the beginning of the contract year 2004 and replaced with a one time increase of three thousand five hundred dollars (\$3,500.00) added to the base pay of all current employees on record as of January 1, 2004.

ARTICLE XIII. Holidays

Section 1. The Commissioners agree to provide the employees on duty with the following paid working holidays at double time the regular rate. Holidays are twenty-four hours periods from 7am till 7am.

- A. New Years Day
- B: Martin Luther King
- C: Presidents Day
- D. Easter
- E. Memorial Day
- F. July 4th
- G. Labor Day
- H. Election Day
- I. Columbus Day
- J. Veterans Day
- K. Thanksgiving Day
- L. Christmas Day

ARTICLE XIV. Leave without Pay

The Commissioners, upon request of an employee and after reasonable written notice, may grant a three (3) months leave of absence without pay to the employee. Said leave may only be granted by the Commissioners when the Commissioners receive a written request signed by the employee and endorsed by

his immediate supervisor. The Commissioners may extend such leave for an additional three (3) months. If, however, the said employee overstays such leave, his employment with the Fire District shall be deemed to have terminated.

ARTICLE XV. Salaries

Section 1. The Firefighter/Driver employees within Fire District No. 4 receive the following percent of increase.

Firefighter/Drivers:	2004	2005	2006	2007
Increase	3%	3%	3%	3%

Pay Scale:

See page 20.

Starting salary determined upon initial hiring, no less than \$26,000.00 and no more than \$34,000.00. After serving a one (1) year probationary period and becoming certified by The Department of Personnel, the employee will attain permanent status within the district, with a salary range that will be prorated for a period of three (3) years after which he/she will receive the maximum salary based on the current salary of any (1) to three (3) year employee.

ARTICLE XVI. Grievance Procedure

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 and 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 pendency of such disciplinary proceedings for issues arising out of the subject matter of the charge. Any issues finally determined or resolved during or in the course of a disciplinary proceeding shall be considered a final disposition as to those issues for the purpose of any subsequent grievance. All benefits under this Agreement shall be available to the subject employee during the pendency of any disciplinary proceedings.

Grievances, disputes or controversies, which may arise, shall be resolved in the following manner.

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 section of the agreement, Rule, Regulation Statute 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.
- F. It shall be signed by the grievant.

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

Section 3. Step Procedures

Step One: Within twenty (20) calendar days after its occurrence, or within twenty (20) calendar days after he or she knew or should have know 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 Commissioner in charge of personnel. In no event shall a grievance be initiated more than thirty (30) calendar days after the grievant first knew or should have known of its existence. The Commissioner in charge of personnel 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 Board of Fire Commissioners. The Commissioners shall submit their written answer, to the grievant, within fourteen (14) 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 4. Arbitration

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

B. The selection of the independent arbitrator shall be made pursuant to the rules then existing of the Public Employment Relation Commission.

C. 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 employee or employees aggrieved, the Commissioners and the FMBA in writing. It shall be the obligation of the arbitrator, to the Commissioners and to the FMBA, to make his best effort to rule on cases heard by him within twenty-one (21) calendar days after the hearing.

D. 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. This paragraph shall not be construed so as to limit the submission of proofs by the parties.

E. The decision of the arbitrator is final and binding upon both parties and the grievance shall be considered permanently resolved.

F. The expense 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.

ARTICLE XVII. Maintenance of Benefits

Both the Commissioners and FMBA agree that all benefits and conditions of employment presently in effect for employees be maintained except where modified pursuant to this Agreement.

ARTICLE XVIII. General Provisions

A. Both the Commissioners and the FMBA 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 or 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.

B. 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 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 that both parties mutually agree in writing.

ARTICLE XIX. Post - Termination Employment

Any employee whose services are terminated, and who is in good standing, and who is called 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 services, shall be compensated for such appearances by a day's pay at the present prevailing rate at the same compensation as paid to the employee in the rank immediately prior to termination exclusive of overtime.

Employees who are required to appear for such appearances shall be compensated for reasonable travelling expenses.

ARTICLE XX. Personnel Files

There shall be one Fire District No. 4 employee file, and the employees shall have the right to examine their files at a reasonable time. Employees shall have the right to debut any derogatory materials included in their files. No reasonable request to view a file shall be refused, except that an employee shall be limited to view his file during regular business hours. Furthermore, a

log shall be maintained indicating when a file has been viewed, by whom, and whether any materials have been removed or photocopied.

ARTICLE XXI. Employee Representation

Section 1. The FMBA shall notify the Commissioners as to the Stewards and accredited Representatives. No more than one steward and alternate is to be designated for each station.

Section 2. Representatives of the FMBA, who are not employees of Hamilton Township Fire District No. 4, will be permitted to visit with employees during working hours at their work stations for the purpose of discussing FMBA representation matters by notifying the Commissioner in charge of personnel provided that adequate notice is given and it doesn't interfere with normal operations.

ARTICLE XXII. 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 Agreement unless and only to the extent that provisions of this Agreement curtail or limit such rights, power and authority. These rights, however, shall be exercised reasonably, in accordance with this Agreement and for good cause.

ARTICLE XXIII. Dues Check-off

Section 1. 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 deductions.

Section 2. Pursuant to the Agency Shop Law, any new employee in the Bargaining Unit on the effective date of this Agreement who does not join the

association 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, as a condition of employment, pay a Representation Fee to the FMBA by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Association membership dues, fees and assessments as certified to the employer by the FMBA. The FMBA may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular FMBA membership dues, fees and assessments. The FMBA's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the FMBA 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 FMBA and the Commissioners.

ARTICLE XXIV. Training and Education

The Commissioners will determine and approve what Fire Training Schools, courses and or seminars the employees will attend during their working shifts. With prior approval from the Commissioners, any employee may be entitled to attend any schooling or classes, the subject of which is directly related to the performance of the employee's position, including training required to maintain any necessary licenses or certifications and mandatory training required by law. Any off duty time to attended these training sessions, if not available during regular work schedule, will be reimbursed on an hour to hour basis.

ARTICLE XXV. Discipline Procedures

Except as otherwise provided by law, an Employee shall not be removed from his office, employment or position for political reasons or for any cause other than incapacity, misconduct or disobedience of rules and regulations established by the Commissioners for the benefit of the Fire District. Nor shall such employee be suspended, removed, fined or reduced in rank in office, from employment or position therein except for just cause as herein above provided and then only upon a written complaint, setting forth the charge or charges against the employee. Said complaint shall be filed with the Secretary of the Board of Fire 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 be no 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 employee have no more than fourteen (14) days to appeal.

ARTICLE XXVI. Military Leave

Section 1. 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.

Section 2. Consistence with state statutes and regulations, any employee who is a member of the National Guard or Reserves shall be granted leave of absence to attend required drills. Such time off shall be granted in addition to vacation and sick time.

ARTICLE XXVII. Miscellaneous Provisions

Section 1. In the event of retirement or death, the employee or his estate shall receive vacation pay accumulated as of that date. The employee's vacation pay shall be in the same amount had he worked his standard schedule as presently computed.

Section 2. The Commissioners shall maintain Worker's Compensation Insurance for employees pursuant to N.J.S.A. 34:15-1 et seq.

Section 3. Each employee shall initially serve a one (1) year probationary period.

Section 4. The Board will supply each employee with safety equipments as required.

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