

AGREEMENT

BETWEEN

BOARD OF FIRE COMMISSIONERS
HOPEWELL TOWNSHIP
FIRE DISTRICT #1

AND

HOPEWELL VALLEY UNIFORMED FIREFIGHTERS,
ASSOCIATION

LOCAL 3897 OF THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
AFL-CIO,CLC

JANUARY 1, 2005 -- DECEMBER 31, 2007

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ARTICLE I

PREAMBLE

This agreement is entered into this 10th day of January, 2004 by and between the Hopewell Township Board of Fire Commissioners, in the County Mercer, New Jersey, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Board", and the Hopewell Valley Uniformed Firefighters Association Local 3897 of the International Association of Firefighters, AFL-CIO-CLC, hereinafter referred to as the "Union." It is the purpose of this agreement to achieve and maintain harmonious relations between the Board and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, and other conditions of employment. This agreement represents the final understanding on all bargained issues between the Board and the Union.

ARTICLE II

RECOGNITION

The Board hereby recognizes the Union as the sole and exclusive bargaining agent for all full time uniformed employees of the Hopewell Valley Emergency Services, as listed below, hereinafter referred to as the "employee(s):"

Emergency Services Specialist

Excluded are:

Executive Management, director, captain, lieutenants, managerial executives, confidential, craft employees, police and other law enforcement, part- time employees, per diem employees, professionals, non firefighting employees, and volunteer Fire and EMS providers.

ARTICLE III

MANAGEMENT RIGHTS

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

To execute management and administrative control of Hopewell Township Fire District #1, and its properties and facilities, and the activities of its employees.

To establish a schedule for regular hours of work for employees covered by this agreement. The schedule may be changed at the discretion of the Board or it's designee.

To direct, select, decrease and increase the hiring, promotion, demotion , transfer or lay-off of all employees covered by this agreement.

To suspend, demote, discharge or take other disciplinary action as is deemed appropriate by the Board for good and just cause according to law.

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

To make such reasonable rules and regulations as it may, from time-to time, deem appropriate for the purposes of maintaining order, safety and/or the effective operation of the Board and it's employees.

To determine the need for equipment necessary to provide adequate, reasonable and necessary Firematic and Emergency Services for the community.

The exercise of the forgoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by specific and express terms of this Agreement and only to the extent such provisions hereof are in conformance with the Constitution and Laws of New Jersey and the United States.

Nothing contained herein shall be construed to restrict or deny the Board its powers, rights, authority, duties and responsibilities under National, State, County, or local laws or ordinances.

ARTICLE IV

UNION BUSINESS

Employees of the Union negotiating committee shall be permitted time-off without loss of pay for all meetings between the Union and the Board for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which said employees are scheduled to be on duty. All meetings must be mutually agreed upon by both the Board and the Union reference the place, date, and time.

The Union will provide, to the Board, a list of the names of the local officers and members of the Union negotiating committee and will update the list within ten (10) days of any changes to said list.

The Board will permit the installation of a bulletin board, at the expense of the Union, for the exclusive use of the Union.

Bulletin board shall not exceed ten (10) square feet in size. Bulletin Boards shall be placed in a convenient area, which is accessible to all employees.

The Board will permit the Union to display the IAFF Certificate of Affiliation (charter) at a location mutually agreed upon by the Union and the Board.

ARTICLE V

UNION ACTIVITY

There shall be no discrimination, interference, restraint, or coercion by the Board against any employee for his or her legal activity on behalf of, or membership in, the Union.

ARTICLE VI

NON-DISCRIMINATION

The Board and the Union agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, physical handicaps, political affiliation, sexual orientation, residency, Union membership or non- membership, or legal Union activity , as far as employment or promotions are concerned or as any application for or condition of employment. The parties further agree not to interfere with the right of employees to become or not to become members of the Union.

The Board and the Union agree that no one shall be subjected to harassment nor to abusive language and that everyone shall be treated within the accepted standards of common decency, courtesy, and respect. The Union recognizes its responsibility as exclusive negotiations agent and agrees to respect all employees in the Union without discrimination.

The Board and the Union agree that all employees must comply with applicable New Jersey Statutes regarding drivers licences and residency requirements. The Board and the Union agree that all employees or perspective employees shall at the boards discretion be subjected to a back ground check.

ARTICLE VII

GENDER

Whenever a male gender is used in this agreement it shall be construed to include male and female employees unless biologically infeasible.

ARTICLE VIII

DUES CHECK-OFF

The Board agrees to deduct, once each pay period, dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Union from the pay of those employees who authorize in writing that such deductions be made. All employees shall file authorization forms with The Board, signed by each employee prior to such deduction. The Board shall forward the sum total of all dues deductions to the Secretary-Treasurer of the Union no more than five (5) business days after each pay day. If, during the life of this agreement, there will be any change in the rate of the Employee's dues, the Union will furnish the Board written notice thirty (30) days prior to the effective date of such change.

Any employee who is not a member of the Union shall, as a condition of employment, pay a bi-weekly service charge equivalent to eighty-five percent (85 %) of the dues and assessments paid by a member of the Union. The purpose of this is to offset the employee's cost of services rendered by the Union as a majority representative. Pursuant to the Agency Shop Law, any new employee in the bargaining unit on the effective day of this agreement who does not join the Union within thirty days (30) of initial employment within the bargaining unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall as a condition of employment pay a representation fee to the Union by automatic payroll deduction. Employees who fail to meet this requirement shall be disengaged.

The Union will provide to the Board, a copy of its demand and return system and the Union shall indemnify, defend, and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken by the Board in reliance upon salary deduction authorization cards or the bi-weekly service charge information as furnished by the Union to the Board, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deductions.

ARTICLE IX

WORK WEEK

Nothing contained within this article prohibits the Board from changing the employee's workweek in accordance with the provisions of the management rights article of this agreement. The Board shall provide two (2) weeks notice prior to changing any employees work week.

Employee shall be compensated for time worked in excess of their regular schedules at an hourly rate and shall be paid in accordance with the guidelines of Section 7(k) of Title 29, Part 553 of the Code of Federal Regulations (Fair Labor Standards Act).

The rate of pay up to and including forty two (42) hours in a seven (7) day work period shall be equal to the employee's regular hourly rate. The regular hourly rate shall be calculated by dividing the employee's annual base salary by fifty-two (52). Said calculation will arrive at a weekly rate, which shall then be divided by forty (40). Said calculation will arrive at the employee's regular hourly rate.

Any time over forty two (42) hours in the same seven (7) day work period shall be subject to overtime and paid at time and one-half of the employee's regular hourly rate.

An employee who is recalled to work for any reason shall receive a minimum of two (2) hours of pay. The said callback time shall be applied to the seven day work period during which the recall began. The said compensation shall be paid at the end of the pay period during which the call back time occurred.

ARTICLE X

SHIFT EXCHANGE

In accordance with the current Emergency Services standard operating procedure, employees shall have the right to exchange shifts when the change does not interfere with the operations of the Emergency Services and the exchange does not cost the Board overtime or any other premium rate salary. All shift exchanges must take place within the same pay period. The Employee shall provide forty-eight (48) hours notice to the Board or its designee, except in an emergency situation.

ARTICLE XI

NO-STRIKE PLEDGE

The Union covenants and agrees that neither the Union nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence in whole or in part from full, faithful and proper performance of the employee's duties of employment), slowdown, walkout or other job action against the Board. Job action will be defined as job action taken by on-duty personnel only. The Union agrees that such action would constitute a material breach of this Agreement.

In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participating in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for disciplinary action subject to the provisions of Article XXXVII of this Agreement.

The employees agree to comply with the existing laws of the State of New Jersey prohibiting public employees from striking or taking any other concerted action designed to illegally obstruct or disable the proper functions of the Board. Furthermore, the Union agrees not to initiate, authorize, or participate in any strike.

ARTICLE XII

ACCESS TO PERSONNEL FILES

Upon written request and with reasonable notice, an employee shall be permitted to review and examine his personnel file in the presence of an appropriate representative of the Board. Reasonable requests from the employee for copies of documents in the file shall be honored.

If any material, derogatory or adverse to the employee is placed in his personnel file, a copy of such material shall be sent to the employee. No document of anonymous origin against an employee shall be eligible for the personnel file. Employees shall have the right to rebut any derogatory materials in their files. Copies of any written documents, relating to discipline or the work performance of any employee, which are to be used by the Board in any disciplinary proceedings, grievance hearings, or evaluation report, shall be given to the employee upon reasonable request.

ARTICLE XIII

RULES AND REGULATIONS

The Union agrees that its members shall comply with all Emergency Services rules, regulations, policies, and procedures. The Board agrees that all aforementioned rules, regulations, policies, and procedures shall be subject to the grievance procedure.

Any additions, changes, updates, or amendments to existing rules, regulations, policies, and procedures shall be supplied in written form to the Union as well as to each employee, and shall be subject, as well, to the grievance procedure.

All newly hired employees shall be supplied with a copy of all current rules, regulations, policies, and procedures by the Board's **Bookkeeper/Secretary**.

Should adhering to any policy, procedure, or rule of The Board result in an employee losing his/her licenses or certifications no action may be taken to dismiss or discipline the employee for the loss of there license or certification. In addition no current or future promotion or transfer may be withheld because of the employees loss of license or certification. Should a policy, procedure, or rule of The Board result in an employee losing there license or certification and the employee or Union has informed The Board in writing that the rule may result in said loss of license or certification The Board will compensate the employee for wages lost from other employers where the employees loss of license or certification precludes the employee from further employment.

ARTICLE XIV

UNIFORMS

The Board shall provide each employee with uniforms, and structural firefighting turnout gear as listed in appendix A of this agreement

All personal protective clothing, including uniforms and turnout gear, shall be supplied and maintained in accordance with NJ PEOSH.

When any item of the uniform or structural firefighting turnout gear is damaged or destroyed while on duty during the performance of any work related activity, firefighting or EMS duties, or any other portion of the employee's daily routine, the Board will replace the item.

The Board will design a system whereby, prior to replacement, an employee may have his uniform or turnout gear inspected to determine whether the equipment needs to be replaced/exchanged or is no longer serviceable. The Board shall replace any item, which needs to be replaced.

The theft or loss of any item of the uniform or turnout gear will be investigated by the Board, and if found not to be due to the negligence of the employee the equipment will be replaced by the Board.

The Board shall provide for laundry facilities that are available to the employees for the express purpose of washing and drying their uniforms while on or off duty, as needed in accordance with NJ PEOSH provided that such washing does not prevent the employee from performing his assigned duties.

The Board shall provide compensation to an employee for one half the cost of a dress uniform. The design of the dress uniform shall be approved by the board, and may not be changed without prior approval by the Board.

ARTICLE XV

IN-SERVICE TRAINING

The cost of all Emergency Services training courses, which are necessary for the employees to maintain the minimum qualifications, certifications and/or licenses necessary to perform their regular duties, shall be borne by the Board.

Courses such as, but not limited to, the following shall apply to the preceding paragraph of this article:

- Emergency Medical Technician continuing education courses
- Emergency Medical Technician-defibrillator re-certification
- CPR re-certification
- Fire inspector/Fire Official continuing education courses
- Pre-hospital trauma life support re-certification
- Uniform construction code continuing education courses
- Prehospital Pediatric Emergency Care

Employees shall also be granted time off from regular duty to complete any required training courses.

The Board may also authorize time off from regular duty for any other training courses, which are approved. The cost of approved training courses may also be borne by the Board.

Any fees, charges or other expenses necessary for an employee to acquire or maintain required certifications or licenses shall also be borne by the Board.

Any training necessary or required in off-duty time shall constitute compensatory time.

ARTICLE XVI

SENIORITY

Seniority is defined as employee's continuous length of service with the Board beginning with his date of hire as a full-time employee.

An employee shall be considered without seniority until becoming a regular employee, which shall occur upon the completion of the probationary period with a satisfactory performance evaluation. The probationary period shall be six (6) months.

An employee shall lose his seniority only if:

He voluntarily leaves the employ of the Board due to resignation in good standing or;

He is laid off and subsequently fails to report to the Board for work within 2 weeks after receiving written recall from the Board by certified mail. Upon receipt of such notice, the employee shall make known his intention within 1 week or;

He is discharged for just and sufficient cause.

Employees who are laid off and are recalled at a latter date subject to the provisions of this article, shall retain all seniority accumulated prior to the time that the layoff occurred.

ARTICLE XVII

SALARIES

The annual salaries of the personnel covered by this agreement shall be as follows:

	Emergency Services Specialist		
	2005	2006	2007
First	34,105.24	35,128.40	36,182.25
Second	38,411.88	39,564.24	40,751.16
Third	41,401.36	42,643.40	43,922.70
Fourth	43,951.96	45,270.52	46,628.63
Fifth	46,904.00	48,311.12	49,760.45
Sixth	48,651.20	50,110.74	51,614.06
Seventh	51,112.36	52,645.73	54,225.10

The above salaries are intended to cover base salaries only and are not to limit overtime pay, educational incentive, etc. with respect to those employees who are entitled to same.

There shall be cost of living salary increase for Employees who have reached their maximum during the length of the current contract.

Employees shall be paid on a biweekly pay schedule pursuant to current practice.

ARTICLE XVIII

OVERTIME

An employee who is authorized, directed, or required to work longer than his regular tour of duty and receives approval for such overtime, shall be consistent with the provisions of Article IX. Overtime payments shall be made on the following basis:

1 through 30 minutes – 30 minutes pay

31 through 60 minutes - one hour pay

Thereafter, overtime shall be paid in 30-minute segments for all or a portion of such time worked beyond the regular tour of duty.

At the request of the employee and approval of the Board, employees may be granted compensatory time off, consistent with the provisions of Article IX, in lieu of paid compensation for authorized overtime hours worked.

ARTICLE XIX

CALL-BACK TIME

Callback time shall be defined as unscheduled time worked after an employee has been released from his regular shift. And does not tie into a succeeding shift. Any employee required to work after being called back will be assured a minimum of two (2) hours pay and will be compensated at the appropriate overtime rate of 1 ½ per hour.

Any employee who, on his day off, responds to an emergency call at the request of the Board, or his designee, shall be considered to be on "call-back time," and shall be compensated pursuant to this Article.

Any employee who, on his day off, attends any mandatory staff meeting or other session at the request of the Board or its designee, shall be considered to be "call-back time," and shall be compensated accordingly.

ARTICLE XX

PENSIONS

The Board shall provide and maintain pension and retirement benefits in accordance with the provisions and statutes of the New Jersey Police and Fireman's Retirement System to all qualified employees covered by this agreement.

ARTICLE XXI

EDUCATION INCENTIVE

The Board, shall subject to the conditions set forth below, reimburse an employee up to the maximum of \$2,900 for cost incurred for up to twelve (12) semester hours/credits per year for Board approved courses taken at the graduate or undergraduate level at accredited post graduate colleges, accredited four year colleges, accredited two year colleges, extension divisions of accredited colleges, county community colleges, technical or business schools, and/or through continuing education programs for any Firematic, Emergency Services related curriculum.

The employee must submit to the Board, prior to November 1, their anticipated educational costs for the following year. All employees, who submit prior to November 1, will be eligible for tuition reimbursement.

Employees, who do not submit their request for tuition reimbursement by November 1, may not be eligible for tuition reimbursement. It will be left to the discretion of the Board to approve or disapprove for employees submitting after November 1, and said employees shall be notified in writing within five (5) business days following the next scheduled regular Board meeting, of the status of late requests.

Upon completion of said course(s) and submission of evidence of a passing grade of "C" or better, the employee shall be eligible for reimbursement up to a maximum of \$2,900 in any one calendar year, with a maximum reimbursement of \$11,600. Said reimbursement may be utilized for tuition, prescribed fees, and books.

Said reimbursement shall become payable provided that the employee prepay the tuition or costs. Upon completion of the course, the employee shall submit proof of payment and a transcript from the college or university showing the grade achieved by the employee meets the minimum of "C" or 2.0 for undergraduate study or "B" or 3.0 for post graduate study.

Any employee who voluntarily terminates his employment with the Board prior to completion of twelve (12) months of service to the Board after receipt of reimbursement as set forth above, shall reimburse the Board a pro-rata share of the tuition and fees paid based on the number of months of service. An employee who is dismissed for cause within twelve (12) months, shall refund the Board one hundred (100%) of the reimbursement. Said reimbursement shall be deducted from his final pay. Should sufficient funds not be available, the employee shall pay the necessary difference.

ARTICLE XXII

HOLIDAYS

The employees shall have off with pay the following six (6) holidays:

Holidays

New Year's Day
Thanksgiving Day
Day before Christmas
Christmas Day
The Fourth of July
Memorial Day

In lieu of the following days, each employee will be given eight (8) annual leave days:

Lincoln's Birthday
Washington's Birthday
Martin Luther King Day
Good Friday
Labor Day
Columbus Day
Veteran's Day
Day after Thanksgiving

ARTICLE XXIII

PERSONAL DAYS

The Board shall provide each employee with three (3) days per calendar year for his/her personal use.

Requests for personal time should be made at least twenty-four (24) hours in advance when possible. Personal time may be used at the last minute in the event of an emergency or other unforeseen circumstances. Notification should be made to the Board or its designee as soon as possible if an employee will be using personal time. Employees may use personal days in full or half day increments if they choose. Requests for use of personal time will not be unreasonably denied. Use of personal time will not be denied in order to avoid use of overtime.

One personal day is earned during each four- (4) month period of the calendar year.

If the termination of an employee's employment occurs prior to a four month interval Any unearned time shall be paid back to the Board. If termination occurs after a four-month interval, then the employee is entitled to be paid for the days not used pursuant to this article.

Personal days shall not be used until the employee completes his/her six- (6) month probation.

ARTICLE XXIV

BEREAVEMENT LEAVE (PAID)

In the event of the death of a parent, step-parent, grandparent, spouse, child, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law of an employee, said employee will be granted bereavement leave from the day of the death through the second day after burial, not to exceed a total of three (3) consecutive working days.

Any employee whose spouse or child dies is given an additional five (5) consecutive work days off before he/she must report back to duty, which time shall not be deducted from any other days off that he/she is entitled to.

Any employee who is already off when bereavement leave is called for (this includes all types of time off except regular days off) shall have the option to cancel their scheduled leave and use their entitled bereavement leave.

ARTICLE XXV

MILITARY LEAVE

A regular employee, who is summoned to active duty with the military in a time of war or emergency, shall be granted a leave of absence without pay for that period of service. In case of military service-connected illness or wound preventing the return to work, such leave shall be extended not beyond two (2) years after medical release.

A regular employee, who enlists in a military reserve component or who is required to perform an initial period of active duty training pursuant to the 1955 Reserve Forces Act (Reserve Enlistment Program), shall be granted a leave of absence without pay for the training period, which is not considered military leave. A regular employee, who is a member of the National Guard or other U.S. military reserve component and who is required to undergo annual field training or other active training duty, shall be granted a leave of absence for such period. Regular employees, who are members of the National Guard or other U.S. military reserve component, must be given time-off without pay to attend required drills, which is in addition to vacation, sick, personal, or other leave. However, the Board may, following discussion with the employee, adjust an employee's work schedule to enable that employee to attend drills and fulfill all employment responsibilities without the need for additional time off.

ARTICLE XXVI

MATERNITY LEAVE

Any employee who becomes pregnant shall, with written concurrence by the employee's physician, be granted a leave of absence without pay commencing at any time during her term of pregnancy and ending not later than six (6) weeks after the date of delivery. The employee shall continue to accumulate seniority and be entitled to medical benefits as prescribed by this agreement during leave.

Through the entire maternity leave period (both paid and approved unpaid), the Board shall pay the employee's benefits. Should the employee decide to leave the Board's employ prior to six (6) weeks after returning to work following the maternity leave period, or should the employee not return following maternity leave, the employee shall then reimburse the Board for the cost incurred by the Board for the benefits during the time the employee was on unpaid leave.

ARTICLE XXVII

JURY DUTY AND WITNESS LEAVE

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 Board immediately of the requirement for this leave and subsequently furnish evidence that he performed the duty for which the leave was required. The employee shall be permitted to keep all remuneration received when said employee performs 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 time that the employee can reasonably be expected to return to duty in time to complete at least half of his normal work shift.

Witness Leave. When a regular employee is party to litigation in matters related to his/her capacity as an employee of the Board, he/she shall be granted time off with pay if the appearance is during scheduled work shift. The employee shall notify the Board immediately of the requirement for this leave, and subsequently furnish evidence that he performed the duty for which the leave was required.

ARTICLE XXVIII

SICK LEAVE

Sick leave shall be granted to employees when they are unable to perform their work by reason of personal illness, accident, exposure to a contagious disease or observance of quarantine. Employees shall be granted twelve- (12) days of sick leave per year. Sick leave is calculated on an earned basis at the rate of 1 day per month. Unused sick leave shall be accumulated from year to year.

Sick leave benefits may be taken in increments of not less than one half day per occasion.

An employee who has used five sick days or less in a year may seek payment for a total of five days.

If an employee is absent for reasons that entitle him to sick leave, the Board or its designee shall be notified at least one hour prior to the employee's starting time.

Failure to notify may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

Absence without notice for five- (5) or more consecutive days shall constitute a resignation. The Board may consider extenuating circumstances, and when appropriate, waive this section.

An employee who shall be absent for three- (3) or more consecutive working days may be required by the Board to submit acceptable medical evidence substantiating the illness. Such medical certification shall be at the cost of the employee

An employee, who has been absent on sick leave for periods totaling ten- (10) days in one calendar year consisting of periods of fewer than five- (5) consecutive working days, may be required to submit acceptable medical evidence for any additional sick leave in that year. In the case of a chronic or recurring illness-requiring absences of one (1) day or less, only one (1) certificate shall be necessary for a period of six (6) months.

The Board may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

The Board may require an employee who has been chronically absent due to personal illness, as a condition of his return to duty, to be examined, at the expense of the Board by a physician designated by the Board. Such examination shall establish whether the employee is capable of performing his normal duties and whether his return will jeopardize the health of other employees.

In the event that the employee dies, his beneficiary will be paid a lump-sum payment based upon 50 % of the employee's accumulated sick time at the date of his death. This lump sum payment will be calculated based upon the rate of pay the employee was receiving on the date of his death. Said payment shall not exceed \$ 15,000.00

In the event that the employee dies in the line of duty, his beneficiary will be paid a lump-sum payment based upon 100% of the employee's accumulated sick time at the date of his death. This lump sum payment will be calculated based upon the rate of pay the employee was receiving on the date of his death. Said payment shall not exceed \$ 15,000.00

At the time of retirement an employee will be paid a lump-sum payment based upon 50 % of the employee's accumulated sick time at the date of his retirement. This lump sum payment will be calculated based upon the rate of pay the employee was receiving on the date of his retirement. Said payment shall not exceed \$ 15,000.00 Each member of the Union shall receive an annual statement in January that indicates the member's total accumulated sick time, vacation leave, ect. as of December 31st of the previous year.

ARTICLE XXIX

INJURY LEAVE

In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform there duties, then in addition to any sick leave benefits otherwise provided herein, he may be entitled to full pay for a period of up to one (1) year. In the event that an employee is granted said injury leave, the Board's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability, or other payments received from other sources provided by the board. At the employee's option, the employee shall either surrender and deliver any compensation, disability, or other benefits to the board and receive from the Board his entire salary payment, or in the alternative, the employee may retain the compensation, disability or other benefits and receive from the Board only the difference of pay.

If an employee returns to work from injury leave for less than one (1) year, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.

When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

When an employee requests injury leave, he or she shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the Board's Workmen's Compensation carrier, with the final determination, if necessary, to be made by the Workman's Compensation Bureau of Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all the time off charged against his or her accumulated sick time and if necessary, against any other accumulated leave time. If the employee leaves the employ of the board prior to reimbursing the board for such advanced time, the employee shall be required to reimburse the Board for such advanced time.

Any employee who is injured, whether slight or severe, while working, must make an injury report to the Emergency Services Senior Specialist if possible or to the most senior Emergency Services Specialist on duty prior to the end of the shift, or if that is not medically possible, as soon thereafter as is possible. The process shall comply with the District Health and Safety Program.

It is understood that the employee must file an injury report with the Board Administrator so that the Board may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this article.

The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Board may reasonably require the employee to present such certificate from time to time.

If the Board does not accept the certificate of the physician designated by the insurance carrier, the Board shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Board.

In the event the Board appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee's physician disputes the determination of the Board's appointed physician. Then the Board and the employee shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the Board and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this article shall be terminated.

ARTICLE XXX

VACATION LEAVE

Each regular employee shall be entitled to vacation leave based on his years of continuous service. Vacations with pay shall be granted to employees as follows:

Beginning one (1) year through four (4) years	11 working days
Five (5) years through nine (9) years	14 working days
Ten (10) years through fourteen (14) years	17 working days
Fifteen (15) years or more	20 working days
Twenty (20) years or more	1 day shall be added per year after twenty (20)

Employees shall be limited to vacation time earned (one (1) day per month during the first six months of employment.

If an employee's vacation entitlement period changes during a calendar year, he may be permitted to take his vacation based on the new entitlement at any time during the calendar year regardless of anniversary date.

If an employee should terminate employment prior to his anniversary date and after taking his full entitlement, he shall reimburse the Board for vacation taken and not earned. Said payment shall be deducted from the employee's final pay. Should sufficient funds not be available, the employee shall reimburse the Board for the difference to make up for the use of unearned days. If an employee terminates his employment prior to using his vacation entitlement, he shall be paid for vacation earned but not used. Up to ten (10) days of vacation time that is not used within a year may be carried over into the following year. However, the vacation time carried over into the following year must be used that year, or said vacation time will be lost.

Scheduling of vacation must be approved by the Board or its designee.

Although vacation leave is allocated and available on a calendar year basis, all calculations of vacation at time of employee resignation, termination, or retirement shall be based on the employee's anniversary date.

If, at any time, vacation leave is denied, a written explanation shall be given to the affected employee within five (5) days of such denial. The granting of vacation leave will not be unreasonably withheld.

ARTICLE XXXI

LEAVE OF ABSENCE WITHOUT PAY

The Board upon written application setting forth the reason may grant all employees covered by this agreement a leave of absence without pay for a maximum period of one (1) year. The Board may grant further leave, in exceptional situations, where it is in the public interest.

An employee on a leave of absence may pay for the benefits allowed by the carriers. Said payment shall be made thirty (30) days in advance so as to coincide with the billing period as established by the carriers. In accordance with COBRA regulations, the Board assesses a two percent (2 %) administrative fee.

ARTICLE XXXII

INSURANCE

The Board shall provide to all Employees and their families hospitalization and sickness insurance under the New Jersey State Health Benefit Program. Any increased costs for option plans (like HMO), which are selected by the employee shall be borne by the employee, if any.

The Board shall provide to all employees and their families a prescription drug plan under the New Jersey State Health Benefit program.

The Board shall provide to all employees and their families a vision care reimbursement of \$100.00 per family member not to exceed \$200.00 per family.

ARTICLE XXXIII

SECONDARY EMPLOYMENT

An employee may accept and be employed in any occupation during his 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 employment with the Board. The Board and the Employee shall mutually determine if such a conflict exists. Employees must notify the Board of any secondary employment by completing form #SE-001.

ARTICLE XXXIV

PROMOTIONS

If, during the term of this agreement, there are to be any promotions within the Emergency Services, a procedure will be developed which shall govern such promotions, including which employees are eligible for same. This procedure will be developed through discussion between the Union, the Board or designee. This procedure may take into account seniority, experience, level of education, physical condition, a written and/or oral examination or whatever relevant factors are necessary to fairly and impartially choose the candidate who will be most able to discharge the duties of the position to be filled.

ARTICLE XXXV

LAYOFF AND RECALL

Layoff means the non-disciplinary separation of a full-time employee from their position. In this case of personnel reduction, employees with the least seniority shall be laid off first.

The Board shall provide thirty (30) calendar days written notice to employees who are to be laid off. The Board will notify and meet with the Union at the earliest possible time regarding potential lay-offs.

Employees shall be recalled to work in the reverse order in which the Board laid them off. Notice of recall shall be made in writing to the employee's home address of record. The employee must provide the Board with any address change while waiting for recall. Recalled employees shall assume their position at the time prior to being laid off.

The Board shall not hire new employees while there are employees on the recall list able to perform the duties of the vacant position, unless such employees on recall refuse to accept such employment. The recalled employee must report for reinstatement within fourteen (14) days after notice. If the employee does not so report, he shall have forfeited his recall right. The recall list shall be maintained for three (3) years.

ARTICLE XXXVI

DISCIPLINE AND DISCHARGE

No employee shall be disciplined or discharged without just cause.

Disciplinary action may be taken against any employee when it is believed that the employee is not conforming to the letter or spirit of the Board policies and rules and/or Emergency Services policies and rules; or to specific instructions given to him; or has acted improperly, dishonestly, immorally, illegally; or has violated any of the rules, regulations, policies, and procedures. All discipline will be corrective in intent and progressive in nature.

Depending on the seriousness of the matter, disciplinary action against employees shall be in following forms:

- Informal verbal reprimand by the Board or designee
- Written reprimand from the Board or designee
- Suspension from duty with pay by the Board
- Suspension from duty without pay by the Board
- Demotion of employee by the Board
- Discharge from duty by the Board

Where the Board or designee may impose discipline, written notice of such discipline shall be given to the employee prior to imposition of said penalty. Such notice shall contain a reasonable specification of the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of discipline. The name of the employee, who is notified of disciplinary action, shall be transmitted to the Union within seventy-two (72) hours after such notice.

It will not be necessary to provide written notice if immediate disciplinary action is warranted, such as a gross violation of law. A hearing may be held to investigate the charges prior to imposition of discipline or discharge.

At least seven (7) days before hearing, the employee and the Union shall be notified in writing of the charges, and the time and place of the hearing.

No tape recording of such procedure shall be made without notification to the employee.

There shall be no presumption of guilt.

The employee shall have the right to be accompanied and represented by the Union and/or legal counsel.

The employee shall also have the right to be accompanied and represented by the Union and /or legal counsel during any questioning concerning charges, which takes place prior to a hearing.

The employee and the Union shall be entitled to a copy of the transcript and/or the tape from the hearing at no cost.

Substantial failure to conform with the requirements of this article shall render the discipline or discharge null and void.

DISCIPLINE AND DISCHARGE (cont)

Any written reprimand will remain in the employee's permanent file. If, after a period of one year from the date that written reprimand was filed, the employee has not been disciplined for any matter, similar or otherwise, said written reprimand shall be removed from the employee's file and turned over to the employee.

Any employee who is indicted shall be suspended with or without pay at the discretion of the Board.

ARTICLE XXXVII

GRIEVANCE PROCEDURE

Purpose

The purpose of this article is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment and to resolve grievances as soon as possible so as to assure efficiency and promote employee morale.

Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application, or violation of policies, agreements, and administrative decisions affecting the terms and conditions of employment and may be raised by an employee(s), the Union or the Board.

Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement, except for other procedures established by statute or regulation, and shall be followed in its entirety unless any step is waived by mutual consent.

The Union shall have the right to process a grievance at any step with or without the consent of the aggrieved employee. Such intervention shall be according to the provisions of this article. Every employee must immediately notify the President of the Union or a Union representative appointed by the President if a controversy appears to be a grievance before any action is taken by the employee. A representative of the Union shall be present at any meeting held concerning a grievance unless an employee has written authorization from the Union to meet without Union representation present.

A grievance initiated by the Board shall be filed directly with the Union within ten (10) calendar days after the event-giving rise to the grievance has occurred, exclusive of Saturday s and Sundays. A meeting shall be held within ten (10) calendar days after the filing of the grievance, exclusive of Saturday s and Sunday s, between the representatives of the Board and the Union, in an earnest effort to adjust the differences between the parties. If the Board fails to act within ten (10) calendar days, this shall be deemed an abandonment of the grievance. If the parties do not resolve the grievance, then either party can submit the grievance to arbitration under Step Four of this article within ten (10) calendar days after the last meeting was held to resolve the grievance, exclusive of Saturdays and Sundays.

STEP ONE- an aggrieved party shall institute action by notifying the Board Liaison in writing within ten (10) working days of the occurrence of the grievance or within ten (10) workings days of the actual or implied knowledge of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved party and Board or their designee, for the purpose of resolving the matter informally. Failure of the aggrieved party to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

The Board Liaison, or their designee, shall respond to such grievance, in writing, within ten (10) calendar days after the receipt of such grievance.

In the event of the failure of the Board or their designee to act in accordance with the provisions of "Step One," paragraph "2" above, or in the event an answer by him in accordance with provisions thereof is deemed unsatisfactory by the aggrieved party, then within ten (10) calendar days of receipt of notification of an answer or when a notification should have been received, said aggrieved party may appeal to the Board (Step 2). Failure of the aggrieved party to act within ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

STEP TWO- In the event the grievance is not settled at Step One, the same shall be reduced to writing by the aggrieved party and filed with the Board at the next regular meeting.

GRIEVANCE PROCEDURE (cont)

Within ten (10) calendar days from the receipt of the grievance (unless a different period is mutually agreed upon) the Board shall advise, in writing, the aggrieved party and his representative of their answer.

In the event of the failure of the Board to act in accordance with the provisions of "Step Two," paragraph "2" above, or in the event an answer by the Board in accordance with the provisions thereof is deemed unsatisfactory, the aggrieved party within ten (10) calendar days of the receipt of the answer or from when such answer should have been received, may appeal to arbitrator for determination of the grievance (Step 3). Failure of the aggrieved party to act within ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

STEP THREE (Arbitration)- If such grievance is not settled at "Step Two," any party may request the New Jersey Public Employment Relations Commission to have an arbitrator appointed in accordance with their rules.

The decision of the arbitrator shall be final and binding on all parties.

The costs for services of the arbitrator shall be borne equally between the Board and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE XXXVIII

TERM AND DURATION OF AGREEMENT

The terms and effects of this Agreement shall be effective as of the first (1st) day of January, 2005, and shall remain in full force and effect until the thirty-first (31st) day of December, 2007. The terms and conditions of this agreement shall remain in full force and effect for the specified duration of the agreement and/or until such time as a successor to same is executed by the respective parties.

Negotiation of a successor to this agreement shall commence not later than September 15th of the year prior to expiration of this agreement.

This agreement shall remain in full force and effect on a day-to-day basis during collective bargaining negotiations extending beyond the expiration of this agreement.

ARTICLE XXXIX

PREVAILING RIGHTS

All rights, privileges, and working conditions enjoyed by the employees at the present time which are not included in this agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement unless changed by mutual consent.

ARTICLE XXXX

SUCCESSORS

This agreement will be binding upon the successors and assigns of the parties hereto, and no provision, term, or obligation herein contained will be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any kind of change in management or governing entity of either party hereto, or by any change, geographical or otherwise in the location or place of business of either party.

ARTICLE XXXXI

STAUTORY AND LEGAL RIGHTS

Nothing contained herein shall be construed to deny or restrict the Board or the employee from exercise of its or their rights under N.J.S.A 34:13A, N.J.S.A. 40, 40A, or any other national, state, county or local laws or ordinances pertaining to the employee covered by this Agreement.

ARTICLE XXXXII

ACTING OUT OF TITLE

In the absence of a supervisor an employee on duty determined in advanced by the Board shall fulfill the duties of the supervisor. The Board will compile a list designating the personnel who will act out of title and substitutes in their absence. The Board shall reserve the right to modify this list as they see fit. Any personnel acting out of title for a period greater than one work day shall have there salary adjusted to a (10) ten percent salary increase above his present salary. Personnel acting out of title for a period less than one work day shall be compensated at their regular rate or appropriate rate (overtime, ect.) as indicated by this agreement.

ARTICLE XXXXIII

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations.

The parties acknowledge that during the negotiations that resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to the matter or subject not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

This Agreement shall not be modified in whole or in part by the parties except only by an instrument, in writing, executed by both parties.

It is the intent of the parties that the provisions of this Agreement will supersede all agreements and undersigning, oral, written, expressed, or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims, which may be asserted in arbitration hereunder or otherwise.

ARTICLE XXXIV

SEVERABILITY

If any provision of this agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining portions of the agreement shall remain in full effect.

ARTICLE XXXV

WELLNESS PROGRAM

The Board and the Union shall mutually agree upon a wellness program to include not less than 2 hours of on duty PT per week.

ARTICLE XXXXVI

CATASTROPIC SICK BANK

In the event of a catastrophic injury or illness to an employee, members of the union may contribute leave to be added to the affected employees sick leave total. Annual leave shall be utilized for donation.

ARTICLE XXXXVI

SIGNATURE PAGE

[Handwritten initials]

THE HOPEWELL TOWNSHIP BOARD
OF FIRE COMMISSIONERS, FIRE DISTRICT #1

MERCER COUNTY, NEW JERSEY

Date: 1-16-02

By: *[Signature]*
CHAIRMAN TIMOTHY FENTON
HOPEWELL TOWNSHIP BOARD OF FIRE COMMISSIONERS

Date: 1-10-02

Attest: *[Signature]*
SECRETARY WILLIAM WALKER
HOPEWELL TOWNSHIP BOARD OF FIRE COMMISSIONERS

HOPEWELL VALLEY UNIFORMED FIREFIGHTERS ASSOCIATION

LOCAL 3897 OF THE

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
AFL-CIO, CLC

Date: 1/10/02

By: *[Signature]*
IAN MALIK
PRESIDENT, IAFF LOCAL 3897

Date: 01/10/02

By: *[Signature]*
DANIEL SCHULMAN
SECRETARY-TREASURER, IAFF LOCAL 3897

APPENDIX A

INITIAL ISSUE

- 5 Short Sleeve Button Down Shirts NFPA 1975 Compliant
- 5 Long Sleeve Button Down Shirts NFPA 1975 Compliant
- 5 Trousers NFPA 1975 Compliant
- 3 Job Shirts NFPA 1975 Compliant
- 3 Turtle Neck Shirts NFPA 1975 Compliant
- 5 Tee Shirts NFPA 1975 Compliant
- 1 EMS Jacket NFPA 1999 Compliant
- 1 Pair Leather NFPA 1971 Compliant Boots
- 1 Squall Jacket
- 1 Last Chance Belt
- 1 Duty Belt and Keepers
- 1 Glove Case
- 1 Leatherman Tool and Belt case or equivalent
- 1 Mini Mag Light and Case or equivalent
- 1 Structural Fire Fighting Jacket NFPA 1971 Compliant
- 1 Structural Fire Fighting Bunker Pants NFPA 1971 Compliant
- 1 Structural Fire Fighting Helmet NFPA 1972 Compliant
- 1 Pair Structural Fire Fighting Gloves NFPA 1973 Compliant
- 1 Structural Fire Fighting Protective Hood NFPA 1971 Compliant
- 1 Gear Bag
- 1 Ball Cap
- 1 Knit Cap