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COLLECTIVE BARGAINING AGREEMENT

Between

BOARD OF FIRE COMMISSIONERS
HAMILTON TOWNSHIP FIRE DISTRICT NO. 2
MERCER COUNTY, NEW JERSEY

-and-

NEW JERSEY STATE FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
HAMILTON TOWNSHIP PROFESSIONAL FIREFIGHTERS
LOCAL NO. 84

COVERING THE PERIOD BETWEEN **JANUARY 1, 2005** AND **DECEMBER 31, 2008**

* * *

This contract applies to the rank of Firefighter and Firefighter/Platoon Apparatus Operator
ONLY
Revised 11/14/05

Agreement, made this _____ day of _____, 2005
by and between the Board of Fire Commissioners, Hamilton Township Fire District No. 2,
hereinafter referred to as the “Commissioners” and the New Jersey State Firemen’s Mutual
Benevolent Association (“FMBA”) – Hamilton Township Professional Firefighters Local No.
84, hereinafter referred to as “Association”.

ARTICLE I – Purpose

It is the purpose of this Agreement to promote and insure harmonious relations,
cooperation and understanding between Commissioners and the Association and to define the
terms and conditions of employment for members of the bargaining unit.

ARTICLE II – Recognition

Section 1. The Commissioners recognize the Association as the exclusive collective
bargaining representative for all paid fire prevention and suppression officers of the
Commissioners.

Section 2. Excluded are:

- A.** Chief of the Fire District and/or Deputy Chief of the Fire District
- 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 Association agree that the duration of this Agreement shall be for a period of four (4) years commencing January 1, 2005 and ending December 31, 2008. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration (December 31, 2008) set forth herein until the parties have agreed mutually upon a new Agreement.

ARTICLE IV – Discrimination

The Commissioners and the Association both recognize that there shall be no unlawful discrimination by reason of sex, age, handicap, creed, race, origin or residency as far as employment and promotion 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 an employee because of membership in, or legitimate activity on behalf of the Association, nor will the Commissioners encourage membership in any other association or union 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 be entitled to one hundred twenty (120) hours annually. Sick time shall be cumulative. Each employee may redeem one-half of their accumulated sick time upon termination of employment, except for termination “for cause”, up to a maximum of sixteen-thousand (\$16,000) dollars.

(a) Payment for accumulated sick time shall be calculated by dividing the highest annual base salary attained by that employee at the time of termination of employment (excluding overtime and longevity) by fifty-two (52). Said calculation will arrive at a weekly rate, which shall then be divided by forty-two (42). Said calculation will then arrive at an hourly rate, which shall be multiplied times fifty percent (50%) of the employee's accumulated sick time, thus arriving at the amount of the lump sum payable, not to exceed sixteen-thousand (\$16,000) dollars.

(b) Each employee's sick time accrued prior to this Agreement shall be mutually agreed upon by both parties and shall be included in addition to sick time provided for by this Agreement. This shall be verified in writing between the parties.

(c) A Employee may share/transfer up to twenty-four hours of sick time to another Employee per year.

Section 2. The heirs, assigns or designees or an employee whose employment is terminated by death and while in good standing shall receive the payments as set forth in Section 1 above.

Section 3. Employees who receive a disability retirement or a deferred retirement pursuant to the New Jersey Police and Firemen's Retirement System or the New Jersey Public Employees Retirement System shall receive payments in accordance with Section 1 above. If an employee takes a deferred retirement, payments hereunder shall be made upon separation from employment.

Section 4. 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 or her duties adequately.

(b) Attendance to members of the immediate family whose illness requires the care of such employee up to five (5) consecutive working days.

(c) Each employee shall furnish the Commissioners with a written doctor's excuse after forty-two (42) consecutive work hours for employees assigned to steady shifts; or after two (2) consecutive 24 hour shifts for employees assigned to those shifts.

(d) A doctor's certificate shall be furnished to the Commissioners as a condition for payment of sick leave if an employee is absent on the last scheduled workday before or the first scheduled work day after a holiday or vacation day. Said doctor's certificate is required only if said absence occurs more than once in a twelve (12) month period. In cases where an employee is required to care for a member of employee's immediate family who is ill, a letter of explanation from the employee is acceptable in lieu of a doctor's certificate.

(e) The cost of any doctor's certificate required by this section shall be the responsibility of the employee. The employee may choose the doctor to provide the certificate required by this section.

Section 5. Service connected disabilities shall be treated in the following manner:

(a) **EMPLOYEES INJURED WHILE "IN THE COURSE OF EMPLOYMENT" OR "IN THE LINE OF DUTY"** shall be treated in the following manner: Employees injured while "In the course of employment" or "in the line of duty" shall be granted leave of absence with full pay for lost time from work. For the purposes of this article, injury or illness incurred while the employee is attending a training program sanctioned and approved by the Commissioners shall be considered in the line of duty. Any amount of salary or wages paid or payable to such an employee for disability leave, shall be reduced by the amount of Workers'

Compensation paid under the New Jersey Workers' Compensation Act for temporary disability. Said leave shall be limited to a maximum of one (1) year from the date of injury.

(b) The parties agree to be conclusively bound by the determination of the district's Workers' Compensation Insurance Carrier or in a contested matter, the decision of a Workers' Compensation Judge, or by the final decision of the last reviewing court in a contested "appellate" matter with respect to whether an injury occurred while "in the course of employment" or "in the line of duty" pursuant to N.J.S.A. 34:15-1 et seq; and for the purpose of this contract, those terms shall be identical.

(c) Employees returning from an injury sustained "in the course of employment" or "in the line of duty", 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 provided the employee returns to active duty within one (1) year subject to the employee's ability to perform all duties and functions required by the position.

Section 6. Employees are subject to disciplinary action by the Commissioners for their willful, malicious or negligent use of sick leave.

Section 7. Disability due to illness or injury which an employee sustains OTHER THAN "in the course of employment" shall be treated in the following manner:

(a) An employee shall first exhaust all leave time.

(b) After all leave time has been exhausted by the employee, and the employee provides evidence that New Jersey State Temporary Disability Benefits have been approved and the employee provides to the district an acceptable physician certificate that he or she is unable to work, the fire district shall continue the employee at full pay during the continuance of such employees inability to work for a period equal to the employees leave time

which was exhausted pursuant to Section 7(a). During this period of time, all temporary disability benefits accruing under the State Temporary Disability Laws, shall be paid over to the fire district.

(c) In order to be eligible for the benefits provided in this section, the employee must provide documentation confirming that the employee has been approved to receive New Jersey State Temporary Disability Benefits.

(d) Employees returning from illness/injury leave pursuant to this paragraph 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, provided the employee returns to active duty within six (6) months or the time period calculated pursuant to Section 7 (a) and (b) whichever is greater and subject to the employee's ability to perform all duties and functions required by the position.

Section 8. An employee may accept and be employed in any occupation during his off-duty hours, provided such occupation is not in violation of any federal, state or local law, and provided that such occupation does not cause a conflict of interest with his job as a fire officer. The Commissioners shall determine if such a conflict exists. Each employee shall notify the Commissioners and provide proof of workers' compensation coverage whenever off-duty employment has been accepted including, but not limited to, employment as a subcontractor or as a self-employed trades person.

ARTICLE VI – Bereavement Leave

Any employee suffering bereavement by reason of death in his or her family, including spouses, children, parents, grandparents, brothers, sisters, and parents-in-law shall receive up to four (4) working days for employees assigned to steady day shift or up to two (2) working days

for employees on 24 hour shifts to be taken from the day of death to the day after the funeral for the purpose of attending the funeral or arranging for personal affairs. The employee will be granted one (1) day on the day of burial, if scheduled to work that day, in the event of the death of a brother-in-law, sister-in-law, first cousin, an aunt, uncle, nephew, niece or grandchild of the employee. In extraordinary situations, an employee may apply to the Board to extend the bereavement leave to a maximum of seven (7) days. Granting or denying this extension is in the sole discretion of the Board and is to be decided on a case by case basis taking into account the needs of the Fire District as they exist at the time of the particular application.

ARTICLE VII – Personal Time (Days)

Each employee shall have 36 hours per year as personal time to be used for any purpose whatsoever. The employee shall provide the Commissioner in charge of personnel or his designee at least one (1) day notice for each use of personal time.

ARTICLE VIII – Hours of Work and Overtime

Section 1. The work schedule of any and all employees may be altered and/or changed at the discretion of the Board of Fire Commissioners to meet the Fire District's changing needs. An employee will be given thirty-five (35) days notice if said employee's existing platoon or shift is changed. Section 2 and 3 of this Article shall govern the existing platoon and day shifts.

Section 2. The workweek for employees assigned to platoon shifts shall consist of an average of forty-two (42) hours per seven (7) days over a twenty-eight (28) day work period consisting of 24 consecutive hour shifts. Each 24 hour shift will be followed by 72 consecutive hours off.

Section 3. The work week for employees assigned to day shifts shall consist of an average of forty-two (42) hours per seven (7) days over a twenty-eight (28) day work period.

Section 4. Employees shall be compensated for time worked in excess of their regular schedule on 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).

(a) The rate of pay up to and including one-hundred sixty-eight (168) hours in a twenty-eight (28) 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-two (42). Said calculation will arrive at the employee's regular hourly rate.

(b) Any time over one-hundred sixty-eight (168) hours in the same twenty-eight (28) day work period shall be subject to overtime and paid at time and one-half of the employee's regular hourly rate. However, only hours actually worked shall be counted towards the one-hundred sixty-eight (168) hours. Training hours and special assignments away from firefighting duties, shall not be included in the one-hundred sixty-eight (168) hours.

(c) An employee who is recalled to work for any reason shall receive a minimum of three (3) hours of pay.

(d) Said compensation shall be paid at the end of each twenty-eight (28) day work period.

Section 5. In the event that an employee was required to perform the functions of another position in an acting capacity, said employee shall be paid, in addition to his or her rate, the difference between that rate and the rate of the position, if any, while the employee functions in said capacity.

ARTICLE IX – Uniforms and Cleaning Allowance

Section 1. The Commissioners agree to pay one-hundred twenty-five (\$125) dollars annually to each employee as an allowance for the cleaning and maintenance of uniforms with the first paycheck in December.

Section 2. The Commissioners shall issue up to five (5) new work uniforms as needed to include five (5) short sleeve shirts, five (5) pairs of pants, one (1) pair of MaxiMiser (or equivalent) boots, one (1) pair black steel toe work oxfords, one (1) jacket with removable winter liner, coveralls, sweatshirt/job shirt, t-shirts, baseball cap, five (5) long sleeve shirts and two (2) pairs of shorts.

Section 3. If at any time the Commissioners make any uniform change, the cost of requiring each employee to change uniforms shall be borne by the Commissioners and shall not be borne out of any part of the employee's cleaning allowance.

(a) Any employee who has commenced terminal leave during the year shall receive pro-rata share of the allowance up to the date terminal leave commences.

Section 4. Any employee who has his or her uniforms damaged in the line of duty shall have that portion or all of the uniform completely replaced and the costs shall be borne by the Commissioners.

Section 5. There shall be regular inspection of uniforms by designated superiors.

ARTICLE X – Health Benefits and Hospitalization

Section 1. The Commissioners shall provide to all unit employees and their families hospitalization and sickness insurance under the New Jersey State Health Benefits Plan and shall also provide to all unit employees major medical benefits pursuant to the New Jersey State

Health Benefits Plan. Increased costs for option plans (like HMO's) that are selected by the employee shall be borne by the employee, if any.

Section 2. The Commissioners will provide a Dental Program to all employees and their dependents. Furthermore, the Commissioners agree that should the number of members enrolled in the dental program increase such that benefits afforded would also increase, these benefits shall be made available to the employees with additional costs to be borne by the employee.

Section 3. The Commissioners will reimburse each employee for his and his family's expenses for prescriptions five-hundred (\$500) dollars annually, upon presentation of receipts at least ten (10) days prior to the close of each calendar year (December 21). "Family" is identified as a spouse and/or dependent as defined under the U.S. Tax Code.

Section 4. The Commissioners shall reimburse each employee for his and his family's expenses for eyeglasses and examinations, up to two-hundred fifty (\$250) dollars annually, upon presentation of receipts at least ten (10) days prior to the close of each calendar year (December 21).

Section 5. Combining Coverage: Each employee may elect to combine the maximum yearly coverage for Optical and Prescription provided that the maximum total yearly reimbursement per employee shall not exceed seven-hundred fifty (\$750) dollars.

ARTICLE XI – Pensions

Section 1. The Commissioners will provide pension and retirement benefits and contribute as heretofore to all employees covered by this Agreement under the New Jersey Police and Firemen's Retirement System or the New Jersey Public Employees Retirement System pursuant to the provisions of the Laws of the State of New Jersey.

Section 2. The current Deferred Compensation Plan established by the Commissioners through the New Jersey State Department of Community Affairs will continue to be made available for all employees. Contributions are the sole responsibility of the employee and subject to such rules established by the Department of Community Affairs. Participation in said plan is at the option of the each employee.

ARTICLE XII – Vacations

Section 1. Yearly vacations will be as follows:

- A. After one (1) year: 72 hours
- B. After two (2) years: 144 hours
- C. After five (5) years: 180 hours
- D. After ten (10) years: 12 additional hours per year
- E. Vacation hours shall not exceed a maximum of two-hundred fifty-two (252) hours in one calendar year.

Vacation choices with respect to available dates shall be on the basis of seniority.

Section 2. Non-Cumulative: All yearly vacations and personal days must be completed prior to December 31st of each year and where special situations are presented, with approval of the Commissioners, a total of sixty (60) hours may be carried over if used by March 31st of the following 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 that is mutually agreeable between the employee and the Commissioners.

Section 4. After a new employee completes one (1) year of service, said employee's vacation time will be pro rated until the end of the calendar year.

ARTICLE XIII – Holidays

Section 1. The Commissioners agree to compensate each employee, in addition to the employee’s regular salary and as additional compensation a total of thirteen (13) paid holidays annually. (See Addendum #1) Said compensation will be paid bi-weekly with regular salary and shall be subject to pension contributions.

Section 2. The rate of pay for each holiday shall be equal to twelve (12) hours pay per holiday.

Section 3. All employees are to report for duty as scheduled.

ARTICLE XIV – Salary and Longevity

Section 1. Base Salary: The Firefighters and Firefighter/Platoon Drivers covered under this Agreement shall be paid in accordance with the following salary schedule:

Firefighter (2)	2005 3.0	2006 3.5	2007 4	2008 4
Probationary	\$37,272.61	\$38,577.15	\$40,120.24	\$41,725.05
Step 1	\$41,466.77	\$42,918.11	\$44,634.83	\$46,420.22
Step 2	\$43,711.14	\$45,241.03	\$47,050.67	\$48,932.70
Step 3	\$46,585.87	\$48,216.38	\$50,145.03	\$52,150.83
Step 4	\$49,970.45	\$51,719.42	\$53,788.19	\$55,939.72
Step 5	\$53,164.48	\$55,025.24	\$57,226.25	\$59,515.30
Step 6	\$58,571.98	\$60,622.00	\$63,046.88	\$65,568.75

Fire Fighter/Platoon Apparatus Operator	2005 3.0	2006 3.5	2007 4	2008 4
Step 1	\$43,466.77	\$44,988.11	\$46,787.63	\$48,659.14
Step 2	\$45,711.14	\$47,311.03	\$49,203.47	\$51,171.61
Step 3	\$46,585.87	\$48,216.38	\$50,145.03	\$52,150.83
Step 4	\$51,970.45	\$53,789.42	\$55,940.99	\$58,178.63
Step 5	\$55,164.48	\$57,095.24	\$59,379.05	\$61,754.21
Step 6	\$60,571.98	\$62,692.00	\$65,199.68	\$67,807.67

- (a) All Firefighters not at the top of their salary guides will, in addition to the “across the board” negotiated increases, advance one additional step on the salary guide on the anniversary date of their employment. For Example, a Firefighter whose anniversary date is June 1st, and who is

earning \$41,466.77 per annum at the first step as of May 31, 2005, will advance to the second step of the Salary Schedule as of June 1, 2005 and will be paid at the rate of \$43,711.14.

- (b) The above salaries are intended to cover base salaries only and are not to limit longevity, overtime pay, etc. with respect to those officers who are entitled to same.

Section 2. Longevity: see the following schedule:

Upon the completion of:	
11 Years of Service	5% of Base Pay
15 Years of Service	6% of Base Pay
19 Years of Service	8% of Base Pay
23 Years of Service	10% of Base Pay

(a) For purposes of this Section, “service” is defined as total aggregate full-time employment with the fire district.

Section 3. Longevity pay, for pension purposes, shall be included in base salary and subject to applicable pension deductions.

ARTICLE XV – Maintenance of Benefits

Items to be provided by the Board. The Fire District shall continue to provide the items listed in Addendum 2 to the employees.

ARTICLE XVI – Grievance Procedure

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

A grievant is defined as any employee or group of employees which have been or are being or may be affected by any issue, controversy, dispute or application of this Agreement as indicated in the definition of a grievance.

Disciplinary matters are NOT governed by this Article and shall be governed by a separate Article in this Agreement.

Grievances that 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 or 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 indicated exclude Saturday, 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 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 employee and submitted to the Commissioner in charge of personnel. In no event shall a

grievance be initiated more than thirty (30) calendar days after its occurrence or 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 grievance within seven (7) calendar days after the first Commissioner's meeting which occurs after the receipt of a written grievance. 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 seven (7) calendar days after the first Commissioners meeting which occurs after the Board of Fire Commissioners has received the written grievance pursuant to this step. This time limit may be waived by mutual agreement.

Step Three: In the event the grievance has not been resolved in Step Two, then the aggrieved employee or employees may within fifteen (15) calendar days of the Boards decision, request arbitration.

Section 4. Arbitration

(a) Arbitration requests shall be directed to the Public Employment Relations 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 Relations 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 Association in writing. It shall be the obligation of the arbitrator, to the Commissioners and to the Association, to make his or her best effort to rule on the cases heard within twenty-one (21) calendar days after the hearing.

(d) The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to them involving the grievance. In formulating his or her decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable. The arbitrator shall not have the authority to add to, modify, subtract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

(e) The cost of the services of the arbitrator shall be borne equally by the Fire District and the Association. Any other expenses incurred, including but not limited to, the presentation of witnesses shall be paid by the party incurring the same.

(f) The time limits in this Article shall be strictly followed. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to be waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed herein, than the disposition of the grievance at the last step shall be deemed conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or shorten the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE XVII – General Provisions

Section 1. 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 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.

Section 2. 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.

Section 3. Notwithstanding any prior Articles, all paragraphs of this Article or provisions of this Agreement may be changed or altered provided both parties mutually agree in writing.

ARTICLE XVIII – 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 employees in the rank held immediately prior to termination exclusive of overtime. Employees who are required

to appear for such appearances shall also be compensated for reasonable traveling expenses as approved by the Commissioners in their discretion.

ARTICLE XIX – Personnel Files

There shall be one Fire District No. 2 employee file for each employee, 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 materials in their files by the submission of a written statement that will be maintained in the file. A request to review an employee’s file shall be made forty-eight (48) hours in advance to the Commissioner or designee in charge of personnel matters.

ARTICLE XX – Employee Representation

The association must notify the Commissioners as to the names of stewards and accredited representative. No more than one steward and alternate is to be designated for each station. Representatives of the Association, who are not employees of Hamilton Township Fire District No. 2, will be permitted to visit with employees during work hours at their work stations for the purpose of discussing Association representation matters upon prior notification of the Commissioner in charge of personnel. Such visits shall be reasonable in both duration and number and shall not interfere with the employee’s normal job duties.

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. The Association recognizes that the Commissioners power and rights include but are not limited to:

- (a) The right to manage its operation;
- (b) Direct, select, decrease and increase personnel including hiring, promotion, demotion, transfer, discharge or lay-off;
- (c) The right to make all plans and decisions on matters involving its operation;
- (d) The extent to which any District thereof shall be operated, the conditions thereto and replacements, curtailments or transfers thereof;
- (e) Removal of equipment;
- (f) Outside purchase of products or services;
- (g) The scheduling of operations;
- (h) Materials to be used and the right to introduce new and improved methods and facilities and to change existing methods and facilities;
- (i) To maintain discipline and efficiency of employees and to prescribe rules to that effect;
- (j) To establish and change standards of performance;
- (k) Determine qualifications of employees;
- (l) Regulate quality and quantity of performance.

ARTICLE XXII – FMBA Business Leave

Section 1. Negotiations: The members of the Association Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Commissioners of the Fire District No. 2 and the Association for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which such employees are scheduled to be on duty.

Section 2. Grievance: The members of the Association Grievance Committee shall be granted leave from duty with full pay for all meetings between the Commissioners of

Fire District No. 2 and the Association for the purpose of processing grievances, when such meetings take place at a time during which such employees are scheduled to be on duty.

Section 3. The Association President or Executive Delegate shall be granted leave from duty with full pay (up to eight (8) hours) for all State and regional meetings of the FMBA when such meetings take place at a time when said officer is scheduled to be on duty, provided that said President or Executive Delegate gives reasonable notice to the Commissioners.

ARTICLE XXIII – Dues Check-off

Section 1. The Commissioners agree to check-off FMBA and Association 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.

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, thereafter, any new employee who does not join within thirty (30) days of initial appointment (either provisional or permanent), 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 eight-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

Section 1. It is understood and agreed by the Commissioners, that reasonable time off shall be provided to employees who wish to attend Fire Training Schools, courses or seminars.

(a) Any courses, classes, and/or training required in order to maintain any licenses and/or certifications (other than basic New Jersey drivers licenses where applicable) that the Commissioners require to be held by the employees shall be paid for by the Commissioners. In addition, the employee shall be afforded the time off with full pay for such course, class and/or training if it is scheduled on a day the employee is scheduled to work without affecting vacation or personal day entitlements. Should said course, class and/or training be only available on the employees scheduled day off, then the employee shall be compensated in accordance with the provisions in Article VIII, Section 3 of this Agreement.

(b) With prior approval of the Commissioners, each employee may be entitled to attend any such schools or classes, the subject of which is related to the performance of employee's position. Should such class or school occur on a day that the employee is scheduled to work, the employee may attend said school or class without affecting either vacation or personal days and shall be compensated at their full rate of pay.

(c) However, should such class, course or school be subject to college tuition reimbursement as provided for in Section 2 below of this Article, then the employee shall not receive a day off as provided for by this section. The employee may, however, make arrangements among other employees to switch days or shifts with each other subject to other provisions of this Agreement and Fire District Policy.

Section 2. The Commissioners shall reimburse each employee for the cost of college tuition for the employee's pursuit of a four-year educational degree in Fire Science at an accredited college as follows:

(a) All other employees shall be eligible for reimbursement for fifty-percent (50%) of the tuition up to two-thousand (\$2000) dollars in a calendar year with an eight-thousand (\$8000) dollar lifetime maximum.

(b) Said reimbursements prescribed for above, shall become due and payable provided that the employee prepays tuition costs and obtains prior approval of the Commissioners to attend the institution. Upon completion of each course, the employee will submit proof of payment and transcripts from the college showing the employee achieved a minimum grade level of "C" or "2.0" in order to receive reimbursement; same being payable to the employee prior to the close of the contract year.

Section 3. Notice of all absences, schedule changes and personal days referred to above shall be given by the employee to the Commissioner in charge of personnel.

ARTICLE XXV – Discipline Procedures

Section 1. Matters within the sole jurisdiction of the New Jersey Department of Personnel, including, but not limited to, major discipline, layoffs, and/or the classification of an employee, are governed by the New Jersey Administrative Code Section 4A:2-2 et seq. (regulations governing the department of personnel).

Section 2. Minor discipline which consists of a formal written reprimand or a suspension or fine of five (5) working days or less, shall be governed by this Article.

(a) An employee may be subject to discipline under this Article for failure to comply with his or her duties under this Agreement, or the rules and regulations established by the Commissioners or for the reasons set forth in N.J.A.C. Section 4A:2-2.3.

(b) Should the Commissioners determine that an action or inaction of an employee warrants that a warning to the employee be issued, the warning shall be a written reprimand by the Board to the employee with a copy of said written reprimand placed in the employee's personnel file. The employee may respond in writing to the written reprimand, a copy of said response shall be placed in the employee's personnel file.

(c) Should the Board determine that an employees' action or inaction may warrant a suspension or fine of five (5) working days or less, then a written complaint, setting forth the charge or charges against the employee, shall be prepared. 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 a notice of a hearing thereon designating its time and place, which shall be no less than ten (10) days nor more than thirty (30) days from the date of service of the Complaint.

(d) The Commissioners shall submit their final written determination within fourteen (14) calendar days after said hearing. If an employee is dissatisfied with the final written determination of the Board, then the employee may within seven (7) calendar days of receipt of the final written determination of the Board, demand arbitration under Article XVI, Section 4 as the final step in minor disciplinary matters.

ARTICLE XXVI – Military Leave

Section 1. Any employee who is ordered to active duty is entitled to the benefits as set forth in N.J.S.A. 38A:4-4.

(a) An employee granted leave without pay as hereinabove provided, shall continue to receive the same hospitalization and sickness insurance under the New Jersey State Health Benefits Plan as prescribed in Article X, Section 1 of this Agreement.

(b) An 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, personal, and sick time. Should the employee's base pay under this Agreement on a weekly basis be greater than such military weekly base pay, the Commissioners agree to compensate the employee the difference between the two.

ARTICLE XXVII – Leave for Jury Duty

Section 1. Any employee who is summoned for jury duty on days he or she is scheduled to work, will receive time off from duty with full pay without affecting vacation or personal time entitlements. In order to be eligible for this leave, the employee must actually report for jury duty and not be merely on "stand-by" status.

Section 2. The employee must turn in a jury duty slip provided by the court stating the employee served to the Commissioner in charge of Personnel. Should the employee be released and there be at least four (4) working hours remaining in his shift, then the employee shall be required to return to work that day.

Section 3. This leave shall not be available to those employees who can qualify for any lawful exemption.

ARTICLE XXVIII – Medical/Physical Examinations

Section 1. Each employee shall submit to an annual medical/physical exam which shall be arranged for and paid by the Commissioners. Representatives for the Commissioners

and the FMBA will jointly establish uniform criteria for said exam. This shall include drug screening.

Section 2. Should the employee's health care coverage provided by the Commissioners in Article X, Section 1 of this Agreement cover any part of said medical/physical exam, then it shall be applied. However, any portion(s) that are not covered by said health care coverage shall be paid for by the Commissioners.

ARTICLE XXIX – Miscellaneous Provisions

Section 1. In the event of retirement or death, the employee or his Estate shall receive vacation and personal time 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 Workers' Compensation Insurance for employees pursuant to N.J.S.A. 34:15-1, et. Seq.

Section 3. Each employee shall serve pursuant to N.J.A.C. 4A:4-5.2(d).

Section 4. In the event of layoffs or the dissolution of certain unit positions, job protection will be provided to employees on the basis of their seniority. For example, if a decision is made to reduce manpower, the employee with the least seniority would be laid off and would be granted re-employment rights if manpower was increased thereafter. If the position of Captain is eliminated, the employee with the least seniority in this position shall be reassigned to a Firefighter position with benefits. This section is intended to comply with the provisions of N.J.A.C. Title 4A, et. Seq.

ARTICLE XXX – No Strike Clause

The employees covered under this Agreement agree to comply with the existing laws in the State of New Jersey prohibiting public employees to strike or to take any other concerted action designed to illegally obstruct or disable the proper functions of the Commissioners. Furthermore, the Association agrees not to initiate, authorize or participate in any strike, sick-out, work slowdown, or other unlawful job-action.

ARTICLE XXXI – Job Description and Responsibilities

(a) The Board adopts the New Jersey Department of Personnel Job Specification 01839 Firefighter, , see description attached as Addendum 3.

(b) The employee shall maintain his or her certifications that are required for the position including Firefighter 1, incident management level 1 certification and emergency medical technician (including defibrillation) certification, CPR certification and New Jersey Division of Fire Safety, Fire Inspector or Fire Official Certification. Commissioners agree to provide the training that is required to maintain these Certifications in accordance with the provisions of Article XXIV, Section 1(a) of this Agreement.

(c) The employees at all times shall possess a valid New Jersey State driver's license. The employers shall have the right to suspend without pay subject to major disciplinary action, an employee upon suspension or revocation of the employee's New Jersey State driver's license.

(d) New employees shall be required to pass the fire department physical and criminal background checks.

(e) The employees shall be certified on all vehicles annually.

