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COLLECTIVE BARGAINING AGREEMENT

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Between

BOARD OF FIRE COMMISSIONERS  
HAMILTON TOWNSHIP FIRE DISTRICT NO.3  
MERCER COUNTY NEW JERSEY

AND

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

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COVERING THE PERIOD BETWEEN JANUARY 1, 2006 AND DECEMBER 31, 2009

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## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>ITEM</u>	<u>PAGE</u>
I	Purpose	3
II	Recognition	3
III	Duration of Agreement	3
IV	Discrimination	3
V	Sick Time and Disability Provisions	4
VI	Bereavement	6
VII	Hours of Work and Overtime	6
VIII	Uniforms	7
IX	Health Benefits and Hospitalization	7
X	Pensions	8
XI	Vacations	9
XII	Longevity	10
XIII	Holidays	10
XIV	Leave Without Pay	11
XV	Salaries	11
XVI	Grievance Procedure	12
XVII	Maintenance of Benefits	14
XVIII	General Provisions	14
XIX	Post Termination Employment	14
XX	Personnel Files	15
XXI	Employee Representation	15
XXII	Management Rights	15
XXIII	FMBA Business Leave	15
XXIV	Dues Check-Off	16
XXV	Training and Education	16
XXVI	Discipline Procedure	16
XXVII	Military Leave	17
XXVIII	Miscellaneous Provisions	17

**AGREEMENT**, made this 9<sup>th</sup> day of May 2005 by and between the Board of Fire Commissioners, Hamilton Township Fire District No. 3, hereinafter referred to as the “Commissioners” and the Fireman’s Mutual Benevolent Association (Local #84), hereinafter referred to as the “FMBA”.

**ARTICLE I. Purpose**

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

**ARTICLE II. Recognition**

Section 1. The Commissioners recognize the FMBA as the exclusive collective bargaining representative for all paid fire prevention and suppression employees of the Commissioners of Fire District No. 3, Hamilton Township.

Section 2. Excluded are:

- A. Supervisors
- B. Managerial Executives
- C. Volunteer firefighters not paid employees of the District
- D. Confidentials
- E. Police and Craft Employees
- F. Professionals
- G. Non-Firefighting Employees

**ARTICLE III. Duration of Agreement**

The Commissioners and the FMBA agree the duration of the Agreement shall be for a period of four (4) years commencing January 1, 2006 and ending December 31, 2009. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration (December 31, 2009) set forth herein until the parties have mutually agreed upon a new Agreement.

**ARTICLE IV. Discrimination**

The Commissioners and the FMBA both recognize that there shall be no unlawful discrimination by reason of sex, age, handicap, creed, race, origin and residency as far as employment and promotions are concerned or as far as any application for or condition of employment. The Commissioners further agree that they will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the FMBA Local #84, or do anything to interfere with the exclusive representative of the Employee in the appropriate bargaining unit.

## **ARTICLE V. Sick Time and Disability Provisions**

Section 1. Each employee receives fifteen (15) days sick time per year. Sick time shall be cumulative and each employee shall be paid for one-half of their accumulated sick time upon retirement in the Hamilton Township Fire District No. 3. Each employee receives fifteen (15) days sick time per year from the date of employment to the date terminal leave commences.

- a. For those employees assigned to a twenty-four (24) hour shift each employee receives fifteen (15) sick days per year which equals one hundred eighty (180) hours. One sick day equals twelve (12) hours.

Section 2. If entitled to reimbursement for accumulated sick leave under Section 1, payment for accumulated sick leave shall be calculated by dividing the highest base salary attained by that employee at the time of retirement (including longevity excluding overtime) by fifty two (52). Said calculation will arrive at a weekly rate, which shall then be divided by forty two (42). Said will arrive at a hourly rate, which shall then be multiplied times fifty percent (50%) of accumulated sick time, thus arriving at the amount of the lump sum payable to the employee. For purpose of this section, a sick day is considered a 12 hour day for rotating shift employees, 24 hour shift employees, and steady 12 hour day shift employees, and an 8 hour day for 5 day a week day shift employees. Such payment shall not exceed a total of \$16,000.

Section 3. 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.

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

Section 5. Employees who receive a disability retirement or a deferred retirement pursuant to P.F.R.S. shall receive payments in accordance with Section 1 of this Article.

Section 6. An employee may take sick time for any of the following reasons:

- a. Personal illness or incapacity to such an extent as to render the employee unable to perform his or her duties adequately.
- b. Attendance to the members of their immediate family whose illness requires the care of such employee up to five (5) days. For employees assigned to the twenty-four (24) hour shift up to five (5) twelve (12) hour days or sixty (60) hours.

Section 7. Employees are subject to disciplinary action by the Commissioners for the willful, malicious and negligent use of sick leave by the employee.

Section 8. Service connected disabilities shall be treated in the following manner:

- a. Employee who is injured while in the performance of duty, sustain an illness directly related to the fire occupation or suffer work-connected injury or disability shall be granted leave of absence with full pay for lost time from work provided the injury or illness has been sustained by a physician. Said sick leave will not be chargeable under sick time regulations. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of 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 employee shall be required to present evidence by certificate of an authorized physician that he or she is unable to work and the Commissioners may reasonably require the said employee to present such certificates from time to time.
- c. In the event a conflict arises with respect to a definition of major illness or injury between the parties, a meeting will be convened between the Commissioners and the FMBA for the purpose of arriving at a final determination.
- d. In the event the employee contends that he or she is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Commissioners or its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining judgement in the Division of Workers' Compensation establishing such further period of disability and such findings of the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.
- e. For the purpose of this Article, injury or illness incurred while the employee is attending a training program sanctioned by the Commissioners shall be considered in the line of duty.
- f. In the event of a dispute as to whether the absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgement, or, if there is an appeal there from, the final decision of the last reviewing court.
- g. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as chargeable under sick time regulations.
- h. Employees returning from authorized leave of absence, as set forth above, will be restored to their original job classification and shifts at the appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits, subject to the employee's ability to perform all duties and functions required by the position.

Section 9. Any employee of the district who reports for duty and subsequently reports off duty due to illness within 4 hours from shift start will be charged against sick time only those hours actually not worked.

## **ARTICLE VI. Bereavement**

Any employee suffering bereavement by reason of death in his or her family, including spouse, children, grandchildren, parents, grandparents, brothers, sisters and parents-in-law shall receive up to four (4) working days from the day of death to the day after the funeral for the purpose of attending the funeral or arranging for personal affairs. For employees assigned to the twenty-four (24) hour shift up to forty-eight (48) hours of bereavement time may be taken which equals four (4) twelve (12) hour days. Employees assigned to the twenty-four (24) hour shift will be granted one (1) twenty-four (24) hour shift on the day of the burial if the employee is scheduled to work in the event of the death of a brother-in-law, sister-in-law, first cousin, an aunt, uncle, nephew or niece of the employee. In special situations where the request is reasonable, such time may be extended up to seven (7) days. In construing this article, the Commissioners will give due consideration to the circumstances of any employee who has a death in the family out of state. For employees assigned to the twenty-four (24) hour shift up to three and one half (3 ½) twenty-four (24) hour shifts may be used which equals eighty-four (84) hours of bereavement time.

## **ARTILCLE VII. Hours of work and Overtime**

Section 1. The work week for firefighter/drivers shall consist of an average of forty-two hours per week over an eight week cycle as set by the Commissioners.

- a. Steady day shifts consisting of eight and one half (8 ½) hours from 8:00 a.m. to 4:30 p.m. on Monday, Tuesday, Wednesday and Thursday and an eight (8) hour day shift from 8:00 a.m. to 4:00 p.m. on Friday.
- b. Steady day shifts consisting of 12 hours from 6:00 a.m. to 6:00 p.m.
- c. Rotating shifts consisting of ten (10) hour day shifts (8 a.m. – 6 p.m.) and fourteen (14) hour night shifts (6 p.m. – 8 a.m.).
- d. Twenty-four (24) hour shifts consisting of one (1) twenty-four (24) hour shift followed by seventy two (72) hours off (8 a.m. to 8 a.m. the following day).

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

Section 3. Overtime:

- a. Firefighters shall be compensated for overtime on an hourly rate based on forty-two (42) hour week.
- b. An employee, who is recalled to work overtime for any reason, shall receive a minimum of three (3) hours overtime pay computed at time and one-half of the employee's pay.

- c. If said employee is performing the responsibilities of another position or title and thus acting in the same capacity for longer than a two (2) week period, said employee's salary should reflect that position or title salary for all time worked.
- d. Employees covered under this Agreement shall be offered the right of first refusal with regards to any overtime situation created through the use of any leave under this Agreement or any other cause for overtime sanctioned by the Commissioners.

### **ARTICLE VIII. Uniforms**

Section 1. The Commissioners agree to provide four (4) sets of work station uniforms to each employee upon initial hiring, including short sleeve shirts, long sleeve shirts, pants, job shirt, jacket, T-shirts, patches, badges, collar pins, name tags and shoes.

Section 2. No long sleeve shirts are to be worn under a short sleeve shirt.

Section 3. If at any time the Commissioners make any uniform changes, the initial cost of requiring each employee to change uniforms shall be borne by the Commissioners.

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

Section 5. The Commissioners further agree to purchase one (1) short sleeve shirt, one (1) long sleeve shirt, two (2) pants and one (1) pair of station work shoes. Said uniforms will be purchased during the Month of June each year.

### **ARTICLE IX. Health Benefits and Hospitalization**

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

Increased cost for the option plans (Like HMO), which are selected by the Employee shall be borne by the Employee, if any.

Section 2. Dental Benefits: The Commissioners shall provide, at no cost to the employee, full dental coverage for each employee and his or her family.

Section 3. Combination Optical and Dental Reimbursement: The Commissioners shall reimburse each employee for his and his family's expenses for eyeglasses, eye examinations and dental expenses up to the following amounts in the years stated, upon presentation of receipts to the commissioners:

2006	\$850.00
2007	\$850.00
2008	\$850.00
2009	\$850.00

Section 4. Prescription Coverage: The Commissioners shall provide full prescription coverage to each full time employee and their families. This plan will be administered by the New Jersey State Health Benefits Program. Employees will be responsible for any co-payments and non-prescription medical expenses.

Section 5. The Commissioners shall provide to all full time employees and their spouse, hospitalization, sickness insurance, prescription coverage, and major medical benefits under the New Jersey State Health Benefits Plan, for any full time employee who retires with a minimum of twenty five (25) years of service. In the event the retiree should predecease his or her spouse, the surviving spouse shall continue coverage provided that the Commissioners covered the surviving spouse at the time of the retiree's death. Surviving spouses that remarry will not be entitled to the medical benefits. Retiree's who are eligible for Medicare must enroll in both Part A (hospital insurance) and Part B (medical insurance) of Medicare. Medicare will be the primary payer of claims and the Commissioners coverage will become secondary after the retiree and his or her spouse turns sixty-five (65) years of age and enrolled in Medicare.

Section 6. The Commissioners shall provide to all full time employees and their spouse, hospitalization, sickness insurance, prescription coverage, and major medical benefits under the New Jersey State Health Benefits Plan, for any full time employee who retires due to a line of duty injury. In the event the retiree should predecease his or her spouse, the surviving spouse shall continue coverage provided that the Commissioners covered the surviving spouse at the time of the retiree's death. Surviving spouses that remarry will not be entitled to the medical benefits. Retiree's who are eligible for Medicare must enroll in both Part A (hospital insurance) and Part B (medical insurance) of Medicare. Medicare will be the primary payer of claims and the Commissioners coverage will become secondary after the retiree and his or her spouse turns sixty-five (65) years of age and enrolled in Medicare.

## **ARTICLE X. Pensions**

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

**ARTICLE XI. Vacations**

Section 1. Yearly vacations will be as follows:

Twenty-four (24) Hour Shift Employees

After 1 year	96 hours or 8 – 12 hour days
After 3 years	144 hours or 12 – 12 hour days
After 12 years	192 hours or 16 – 12 hour days
After 20 years	240 hours or 20 – 12 hour days

Rotating Shift Employees (including twelve (12) hour day shift employees)

After 1 year	96 hours or 8 days
After 3 years	144 hours or 12 days
After 12 years	192 hours or 16 days
After 20 years	240 hours or 20 days

Steady Day Shift Employees

After 1 year	84 hours or 10 days
After 3 years	126 hours or 15 days
After 12 years	168 hours or 20 days
After 20 years	210 hours or 25 days

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

Section 2. Each employee shall be entitled to two (2) personal days per year to be used for any reason whatsoever. The employee shall provide the Commissioner in charge of personnel with at least one (1) day notice for each personal day to be taken. In the first calendar year of employment a new employee shall accrue one (1) personal day at the end of each fourth month of employment or major portion thereof, not to exceed two (2) per year. Employees assigned to the twenty-four (24) hour shift shall be entitled to two (2) twelve (12) hour shifts or one (1) twenty-four (24) hour shift.

Section 3. Non-Cumulative: All yearly vacation and personal days must be completed prior to December 31<sup>st</sup> of each year, except when special situations are presented and with approval of the Commissioners; a total of five (5) days may be held over into the next year. Employees assigned to the twenty-four (24) hour shift may carry over up to sixty (60) hours of vacation time from the previous year with approval of the Commissioners.

Section 4. Injured Personnel: Any employee injured in the line of duty preceding his or her vacation shall not be penalized and the vacation shall be rescheduled for a period which is mutually agreeable between the Employee and the Commissioners.

Section 5. Vacation Buy Back: Employees have the option to be paid for unused vacation time within each calendar year. For employees on the steady day shift, 8 ½ / 8-hour, Monday to Friday schedule, the 42 hours of vacation buy back equals five (5) vacation days. For employees on rotating shifts, or the 12-hour day schedule, the 42 hours equals four (4) vacation days. Employees assigned to the twenty-four (24) hour shift may buy back vacation time in a forty two (42) hour block which equals four (4) twelve (12) hour shifts. The vacation buy back can only be exercised as a 42 hour block of vacation time. In order to facilitate scheduling, employees choosing to buy back the 42 hours of vacation time in any calendar year must notify the Commissioners no later than December 1<sup>st</sup> of that year that they will be buying back vacation time for that calendar year.

## **ARTICLE XII. Longevity**

In addition to base pay, the Commissioners agree to pay each eligible employee, an annual longevity stipend as per the following schedule:

- a. Upon Completion of six (6) years of service – two percent (2%) of annual base pay.
- b. Upon Completion of ten (10) years of service – four percent (4%) of annual base pay.
- c. Upon Completion of fifteen (15) years of service – six percent (6%) of annual base pay.
- d. Upon Completion of twenty (20) years of service – eight percent (8%) of annual base pay.
- e. Upon Completion of twenty-four (24) years of service – ten percent (10%) of annual base pay.

## **ARTICLE XIII. Holidays**

Section 1. The Commissioners agree to compensate each rotating shift firefighter, in addition to the regular salary, and as additional compensation, thirteen (13) days as holiday pay. Such compensation is equal to twelve hours pay at the employee's individual hourly pay. This payment is to be made on the first pay day in December. Employees hired during the year shall receive a pro-rata share of this holiday pay, just as any employee who has commenced the terminal leave during the year shall only receive a pro-rata share up to the commencement date.

Section 2. Employees assigned to the steady day shift shall receive the respective holiday as a day off and not receive any additional pay. In the event a holiday should fall on a Saturday, the preceding Friday shall be the day off for said employee. In the event a holiday falls on a Sunday, the employee shall be entitled to the following Monday as a day off. The steady day shift firefighter/driver shall be entitled to thirteen (13) holidays which are:

1. New Year's Day
2. Martin Luther King Day

3. President's Day
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving
12. Day after Thanksgiving
13. Christmas Day

**ARTICLE XIV. Leave Without Pay**

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

**ARTICLE XV. Salaries**

Section 1. The employees within Fire District 3 shall be paid with the following salary schedule.

Firefighter/Driver

	2006	2007	2008	2009
<b>Step 1</b>	\$40,191	\$42,602	\$45,159	\$47,868
<b>Step 2</b>	\$48,352	\$51,253	\$54,328	\$57,588
<b>Step 3</b>	\$50,248	\$53,263	\$56,459	\$59,846
<b>Step 4</b>	\$52,142	\$55,271	\$58,587	\$62,103
<b>Step 5</b>	\$54,040	\$57,282	\$60,719	\$64,362
<b>Step 6</b>	\$57,076	\$60,500	\$64,130	\$67,978

Probationary rotating shift and steady day shift firefighter/drivers shall be hired at a salary of \$26,500.00 for the one (1) year working test period established by N.J.A.C. 4A:4-5.2(d). Upon completion of the working test period, the employees' salary shall advance to the step one category presently existing in Article XV.

Part-Time Fire Inspector

	2006	2007	2008	2009
<b>Step 1</b>	\$17.76	\$18.82	\$19.95	\$21.15
<b>Step 2</b>	\$18.55	\$19.66	\$20.84	\$22.09
<b>Step 3</b>	\$19.35	\$20.51	\$21.74	\$23.04

Section 2. On January 1<sup>st</sup> of each year all employees not at the top of their respective guides will, in addition to the “across the board” negotiated increases, advance one additional step in his or her salary guide. For example, an employee who was at the 2<sup>nd</sup> step as of December 31, 2005 will be placed at the 3<sup>rd</sup> step of the salary guide as of January 1, 2006.

Section 3. The above salaries are intended to cover base salaries only and are not to limit longevity stipends, overtime pay, etc. with respect to those employees who are entitled to same, if any.

**ARTICLE XVI. Grievance Procedure**

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

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

Where disciplinary proceedings have been instituted, the grievance procedure shall not be available during the pendency of such disciplinary proceedings for issues arising out of the subject matter of the charges. Any issues finally determined or resolved during or in the course of a disciplinary proceeding shall be considered a final disposition as to those issues for the purpose of any subsequent grievance. All other gifts and benefits under this Agreement shall be available to the subject employee during the pendency of any disciplinary proceedings.

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

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

- a. It shall be specific.
- b. It shall contain a synopsis of the facts giving rise to the dispute, controversy or issue.
- c. It shall specify the section of the Agreement, Rule, Regulation 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 as 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 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) days after the grievant first knew or should have known of its existence. The Commissioner in charge of personnel shall investigate the grievance and provide a written answer to the grievant within seven (7) calendar days of the date of submission. The time limit in preparing a written response may be waived by mutual agreement.

Step Two: In the event the grievance is not resolved at Step One, or if no written response is received by the grievant, then the grievance shall be submitted in writing, by the grievant, to the Board of Fire Commissioners. The Commissioners shall submit their written answer, to the grievant, within fourteen (14) calendar days. This time limit may be waived by mutual agreement.

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

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

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

### **ARTICLE XVII. Maintenance of Benefits**

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

### **ARTICLE XVIII. General Provisions**

- a. Both the Commissioners and the FMBA acknowledge that this Agreement is a fair agreement and both parties agree that no modification or waiver of any of the terms of this Agreement shall be valid unless in writing, signed and acknowledged by both parties. No waiver of any breach herein or default hereunder shall be deemed a waiver or any subsequent breach or default of same or similar nature. Further, the waiver of any breach of conditions of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions thereof.
- b. It is understood and agreed by the Commissioner and the FMBA that if any part of this Agreement is in conflict with applicable State or Federal laws, that such part shall be suspended and the appropriate applicable provision shall prevail; the remainder of this Agreement shall not be affected thereby.
- c. Notwithstanding any prior Articles, all paragraphs of this Article or provisions of this Agreement may be changed or altered provided both parties mutually agree in writing.

### **ARTICLE XIX. Post-Termination Employment**

Any employee whose services are terminated, and who is in good standing, and who is called to testify or assist in any proceeding, including but not limited to criminal and civil cases, administrative hearings, disciplinary hearings and so forth, that he or she investigated or was involved in prior to termination of his services, shall be compensated for such appearance 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.

## **ARTICLE XX. Personnel Files**

There shall be one Fire District No. 3 employee file, and the employees shall have the right to examine their files at a reasonable time. Employees shall have the further right to rebut any derogatory materials included in their files. No reasonable request to view a file shall be refused, except that an employee shall be limited to viewing his file during regular business hours. Furthermore, a log shall be maintained indicating when a file has been viewed, by whom, and whether any materials have been removed or photocopied.

## **ARTICLE XXI. Employee Representation**

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

Section 2. Representatives of the FMBA, who are not employees of Hamilton Township Fire District #3, will be permitted to visit the employees during work hours at their stations for the purpose of discussing FMBA representation matters by notifying the commissioner in charge of personnel, provided that adequate notice is given and it does not interfere with normal operations.

## **ARTICLE XXII. Management Rights**

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

## **ARTICLE XXIII. FMBA Business Leave**

Section 1. Negotiations: The members of the FMBA Negotiating Committee shall be permitted to change shift assignments for all meetings between the Commissioners and the FMBA 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. Grievances: The members of the FMBA Grievance Committee shall be permitted to change shift assignments for all meetings between the Commissioners and the FMBA for the purpose of processing grievances, when such meetings take place at a time during which such employees are scheduled to be on duty.

## **ARTICLE XXIV. Dues Check-Off**

Section 1. The Commissioners agree to check-off FMBA dues and assessments uniformly arrived at and pay over such money to the duly selected 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 within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall, as a condition of employment, pay a Representation fee to the FMBA by automatic payroll deduction. The Representation fee shall be in the amount equal to eighty-five percent (85%) of the regular Association membership dues, fees and assessments as certified to the employer by the FMBA. The FMBA may revise its certification of the amount of the Representation fee at any time to reflect changes in the regular FMBA membership dues, fees and assessments. The FMBA's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the FMBA remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the FMBA and the Commissioners.

## **ARTICLE XXV. Training and Education**

It is understood and agreed by the Commissioners, that when prior approval is given, time off shall be provided to the employees who wish to attend Fire Training Schools, courses and/or seminars when they are otherwise scheduled to work. It is further understood by the Commissioners and the FMBA that said approval will not be unreasonably denied. Upon successful completion of approved courses by employees furthering their education in firematics, said Employees shall be reimbursed the amount of tuition and fees and books of said course by the Commissioners.

## **ARTICLE XXVI. Discipline Procedures**

Except as otherwise provided by law, an Employee shall not be removed from his or her office, employment or position for political reasons or for any cause other than incapacity, misconduct or disobedience of rules and regulations established by the Commissioners for the benefit of the Fire District, nor shall such employee be suspended, removed, fined or reduced in rank from or in office, employment or position therein except for just cause as herein above provided and then only upon a written complaint, setting forth the charge or charges against the Employee. Said complaint shall be filed with the Secretary of the Board of Fire Commissioners, and a copy thereof shall be served upon the Employee so charged, with notice of a hearing thereon designating its time and place, which shall be no less than ten (10) nor more than thirty (30) days from the date of service of the complaint. A failure to subsequently comply with said provisions as to the service of the Complaint shall require a dismissal of the Complaint.

## **ARTICLE XXVII. Military Leave**

Section 1. Any employee who is ordered to active duty to be a component of the United States Armed Forces shall be granted leave without pay for a period of such service without loss of seniority.

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

## **ARTICLE XXVIII. Miscellaneous Provisions**

Section 1. In the event of retirement or death, the employee or his Estate shall receive vacation and holiday 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 for employees pursuant to N.J.S.A. 34:15-1 ET sec.

Section 3. Each employee shall initially serve six (6) month probationary period. Said period may be extended to maximum of one (1) year by the Commissioners.

Section 4. Each employee shall submit to an annual physical exam. Said exam shall be paid for by the Commissioners who shall select a physician to perform this exam.

IN WITNESS WHEREOF, the Commissioner and the FMBA have caused these presents to be signed by their duly authorized representatives, and the seal of the Board of Fire Commissioners hereunto affixed

FOR THE COMMISSIONERS:

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ATTESTED BY:

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FOR THE FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL NO. 84:

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ATTESTED BY:

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