

COLLECTIVE BARGAINING AGREEMENT

Between

BOARD OF FIRE COMMISSIONERS
HAMILTON TOWNSHIP FIRE DISTRICT NO. 5
MERCER COUNTY, NEW JERSEY

and

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

COVERING THE PERIOD BETWEEN JANUARY 1, 2006 AND DECEMBER 31, 2008

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AGREEMENT made this day of , by and between the Board of Fire Commissioners, Hamilton Township Fire District No. 5, hereinafter referred to as the "Commissioners" and the Firemen's Mutual Benevolent Association (Local #84), hereinafter referred to as "FMBA".

ARTICLE I. Purpose

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

ARTICLE II. Recognition

Section 1. The Commissioners recognize the FMBA Local #84 as the exclusive collective bargaining representatives for all paid fire prevention and suppression employees of the Commissioners of Fire District No. 5, Hamilton Township.

Section 2. Excluded are:

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

ARTICLE III. Duration of Agreement

The Commissioners and the FMBA agree that the duration of this Agreement shall be for a period of three (3) years commencing January 1, 2006 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 new Agreement.

ARTICLE IV. Discrimination

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

ARTICLE V. Sick Time and Disability Provisions

Section 1. Each employee receives fifteen (15) hours sick time per month for a total of one hundred eighty (180) working hours per year from the date of employment to the date of

termination of employment. Sick time shall be cumulative and each employee shall be paid for one-half of their accumulated sick time upon termination of employment in either the PERS or PFRS system from the Hamilton Township Fire District No. 5. However, should an employee voluntarily terminate his position within the Fire District, then said employee shall not be entitled to terminal leave payment as herein provided.

Section 2. Payment for accumulated sick leave shall be calculated by dividing the highest base salary attained by that employee at the time of termination of employment (including longevity excluding overtime) by fifty-two (52). Said calculation will arrive at a weekly rate, which shall then be divided by forty-two (42). Said calculation will arrive at an 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. Such payment shall not exceed a total of \$19,000.00.

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.E.R.S. or 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 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 sixty (62) 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. Employees who are injured while in the performance of duty, sustain an illness directly related to the fire occupation or suffer work-connected injury or disability shall be granted leave of absence with full pay for lost time from work provided the injury or illness has been substantiated by a physician. Said sick leave will not be chargeable under sick time regulations. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of workmen's compensation paid under the New Jersey

Workmen's Compensation Act for Temporary Disability. Said leave shall be limited to a maximum of one (1) year from the date of injury.

b. The employee shall be required to present evidence by certificate of an authorized physician that he or she is unable to work and the Commissioners may reasonably require the said employee to present such 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 and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

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

f. In the event of a dispute as to whether an absence shall be computed or designated as sick leave or as to an injury on duty, the parties agree to be bound by the decision of an

appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

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

h. Employees returning from authorized leave of absence, as set forth above, will be restored to their original job classification and shifts at the appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits, subject to the employee's ability to perform all duties and functions required by the position.

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

Section 10. In the event of a disability due to illness or injury not related to the fire occupation and accruing outside of employment, the employee shall be entitled to up to six months leave of absence as follows:

- a. An employee shall first exhaust all leave time.
- b. After all leave time has been exhausted by the employee, the District shall continue such employee at full pay, during the continuance of such employee's inability to work, for the remainder of a period of up to six (6) months beginning with the date of disability. During

this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act or received by the employee, through any collateral or other source, shall be paid over to the Commissioners. In no case shall the obligation of the employer be to provide leave and/or pay beyond a six month period.

- c. The employee shall be required to present evidence by a certificate of an authorized physician that he or she is unable to work and, the Commissioners, may reasonably require the presentation of such certificates from time to time.
- d. In the event a conflict arises with respect to definition of a major illness or injury between the parties, a meeting will be convened between the Commissioners and Members of the Bargaining Unit for the purpose of arriving at a final determination.
- e. 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.

ARTICLE VI. Bereavement

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 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 the burial, in the event of the death of a brother-in-law, sister-in-law, an aunt, uncle, nephew, niece or grandchild of the employee.

ARTICLE VII. Hours of Work and Overtime

Section 1. The work week for firefighter/drivers shall consist of an average of forty-two (42) hours per week over an eight (8) week cycle as set by the Commissioners.

a. Rotating 24 hour shifts for drivers. Daytime firefighter Monday through Thursday 7:30 a.m. to 4:00 p.m., Friday 7:30 a.m. to 3:30 p.m.

b. Employees must be prepared to cover up to four (4) hours of the shift following theirs in case of emergency, to be paid at the prevailing overtime rate.

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 advance notice will be given for the purpose of shift changes. Emergency is hereby defined as any situation which jeopardizes the public health, benefit, safety and welfare, as defined by New Jersey State Law, Hamilton Township Ordinance, or at the discretion of the Commissioners.

Section 3. Overtime:

a. Employees shall be compensated for overtime at time and one-half for any hours worked over and above normal scheduled hours.

b. If said employee is performing the responsibilities of another position or title 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.

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

d. Employees may elect to take comp time instead of paid overtime. The provisions for comp time will be the same as paid overtime. Any comp time will be time and one-half.

Requests for comp time must be approved by the Commissioner in charge of personnel. The cap for comp time will be 60 hours. All comp time must be used during the year accrued. Comp time will not be carried over to the next year.

ARTICLE VIII. Uniforms

Section 1. The Commissioners shall supply each rotating firefighter with the following: 4-Nomex pants (Drivers only), 1-Nomex long sleeve shirt, 1-Nomex short sleeve shirt, 4 Sweatshirts, 4 Tee-shirts, 4-Shorts, Coveralls, Jacket, Patches, Badges, Collar Pins, Name Tags, Shoes, Belt and hat.

Day-time firefighter shall have the same as above except for: 6-Nomex pants, 3-Nomex Long Sleeve Shirts and 3-Nomex Short Sleeve Shirts.

Section 2. Coveralls are to be worn when working around the station and apparatus and doing any other work which would excessively soil uniforms.

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

Section 4. Any employee who requires replacement of his or her uniform shall have that portion or all of the uniform completely replaced and the costs shall be borne by the Commissioners.

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 costs for option plans (like HMO), which are selected by the Employee shall be borne by the Employee, if any. Commissioners shall provide Employee and Employee's spouse with hospitalization and sickness insurance under the New Jersey State Health Benefits Plan upon retirement provided said Employee retires with twenty-five (25) years or more service. Upon the death of an Employee retired after twenty-five (25) years or more of service his/her surviving spouse shall have COBRA costs reimbursed by the District for twenty-four (24) months following date of the Employee's death.

Section 2. Dental Benefits: The Commissioners shall provide, at no cost to the employee, dental coverage for each employee and his family through the Commissioners self-insured dental plan. The maximum benefit payable on behalf of each covered person for orthodontic treatment shall be \$2,000.00.

Section 3. Optical and Prescription Coverage: The Commissioners shall reimburse each employee for his and his family's expenses for eyeglasses and examinations and

prescription drugs, up to Eight Hundred Fifty Dollars (\$850.00 for each year of the contract.

ARTICLE X. Pensions

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

ARTICLE XI. Vacation and Personal Hours:

Section 1. Yearly vacations will be as follows:

- A. After 1 year through 5th year: 144 hrs
- B. After 5 years through 14th year: 204 hrs
- C. After 14 years through 19th year: 252 hrs
- D. After 19 years: 264 hrs

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

Section 2. Each employee shall be entitled to thirty-six (36) hours personal time per year to be used for any reason whatsoever. The employee shall provide the Commissioners 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 twelve (12) hours personal leave at the end of each fourth month of employment or major portion thereof.

Section 3. Non-Cumulative: All yearly vacation and personal days must be completed prior to December 31st of each year except that an employee may opt to carry 24 hours into the next year, or when special situations are presented and with approval of the Commissioners, a total of seventy-two (72) hours may be held over into the next year.

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. Only one Driver/Firefighter may be on vacation at a time. Employees on vacation leave will be responsible for obtaining their own replacement. The replacement for the day time firefighter must be at least firefighter I certified. The replacement for the rotating driver must be a qualified pump operator. If a replacement cannot be found, it will be mandatory for the other driver/firefighters to cover the shift of the employee on vacation or personal leave.

ARTICLE XII. Longevity

In addition to base pay, the Commissioners agree to pay each eligible employee, an annual longevity stipend (which shall be pensionable) as per the following schedule:

- a. Upon the completion of seven years of service -- 2% of base salary;
- b. Upon the completion of ten years of service -- 4% of base salary.
- c. Upon the completion of fifteen years of service --6% of base salary.
- d. Upon the completion of twenty years of service -- 8% of base salary.
- e. Upon the completion of twenty-four years of service -- 10% of base salary.

The aforesaid sums will be paid by adding it to the regular base salary and paying same as part of the regular bi-weekly paycheck.

ARTICLE XIII. Holidays

Section 1. The Commissioners agree to compensate each employee, in addition to the regular salary and as additional compensation, one hundred ninety-eight (198) hours annually as holiday pay. Such compensation is equal to twelve (12) hours pay per day at the employee's individual hourly pay. This payment is to be made by adding it to the regular base salary and paying same as part of the regular bi-weekly paycheck. And, for pension purposes only, not for computing overtime, these sums shall be reported as pensionable. Employees hired during the year shall receive a pro-rata share of this holiday pay, just as any

employee who has commenced terminal leave during the year shall only receive a pro-rata share up to the commencement date.

ARTICLE XIV. Leave without Pay

The Commissioners, upon the request of an Employee and after reasonable written notice, may grant a three (3) 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 three (3) 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 No. 5 shall be paid in accordance with the following salary schedule:

	<u>FIREFIGHTER/DRIVER</u>		
	<u>2006</u>	<u>2007</u>	<u>2008</u>
STEP I	\$31,200.00	\$32,604.00	\$34,234.20
STEP II	\$34,320.00	\$35,864.40	\$37,657.62
STEP III	\$44,812.56	\$46,829.13	\$49,170.59
STEP IV	\$46,806.24	\$48,912.52	\$51,358.15
STEP V	\$48,798.88	\$50,994.83	\$53,544.57

STEP VI	\$50,791.52	\$53,077.14	\$55,731.00
STEP VII	\$52,785.20	\$55,160.53	\$57,918.56
STEP VIII	\$54,777.84	\$57,242.84	\$60,104.98

Section 2. On January 1st 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 on his or her salary guide. For example, an employee who was at the 2nd step as of December 31, 2005 will be placed at the 3rd step of the salary guide as of January 1, 2006.

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

Section 4. The Commissioners will allow for employees to elect direct deposit of their paychecks and will provide payroll deductions for a deferred compensation program presented by the employees provided that there is no cost to the Fire District for the deferred compensation plan and that there is a single plan and not a multiple options for deferred compensation programs. Further, the option to use direct deposit or not shall be permitted once each year in January.

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, Regulations 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) 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 grievance or written response may be waived by mutual agreement.

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

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

Section 4. Arbitration.

a. Arbitration 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 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 cases 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 any 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 of any subsequent breach or default of same or similar nature. Further, the waiver of any breach of conditions of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions thereof.

b. It is understood and agreed by and between the Commissioners and the FMBA that if any part of this Agreement is in conflict with applicable State or Federal laws, that such part shall be suspended and the appropriate applicable provision shall prevail; the remainder of this Agreement shall not be affected thereby.

c. Notwithstanding any prior Articles, all paragraphs of this article or provisions of this Agreement may be changed or altered provided 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. 5 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 No. 5, will be permitted to visit with employees during working hours at their work stations for the purpose of discussing FMBA representation matters by notifying the Commissioner in charge of personnel

provided that adequate notice is given and it doesn't interfere with normal operations.

ARTICLE XXII. Management Rights

There are no provisions in this Agreement that shall be deemed to limit or curtail the Commissioners in any way in the exercise of their rights, powers and authority which the Commissioners had prior to the effective date of this Agreement unless and only to the extent that provisions of this Agreement curtail or limit such rights, 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: One member of the FMBA negotiating committee shall be granted leave from duty with full pay for all meetings between the Commissioners and the FMBA for the purpose of negotiating the terms of the agreement, when such meetings take place at a time during which such employees are scheduled to be on duty.

Section 2. Grievance: One member of the FMBA Grievance Committee shall be granted leave from duty with full pay 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.

Section 3. FMBA Convention Leave: The FMBA President or executive Delegate shall be granted leave from duty with full pay for all State and National conventions when such conventions take place at a time when said officer is scheduled to be on duty, provided that said officer gives reasonable notice to the Commissioners. A certificate of attendance to the convention shall be submitted by the officer so attending.

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 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 within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall, as a condition of employment, pay a Representation Fee to the FMBA by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular

Association membership dues, fees, and assessments as certified to the employer by the FMBA. The FMBA may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular FMBA membership dues, fees and assessments. The FMBA's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the FMBA remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the FMBA and the Commissioners.

ARTICLE XXV. Training and Education

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

All firefighters shall be responsible to maintain all necessary training and certifications as required for the performance of their duties and as may be required by the Fire

District and shall be required to present proof of such training and certification on demand from the Commissioner in charge of personnel. It shall remain District's obligation to pay for such training as set forth herein.

Firefighters shall attend at least fifty percent (50%) of all drills with the Company each year of this contract and continuing thereafter. Firefighters will be compensated at the appropriate rate of pay for attendance at such drills, however, such attendance shall not constitute a recall requiring pay for a minimum number of hours.

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 hereinabove provided and then only upon a written complaint, setting forth the charge or charges against the Employee. Said complaint shall be filed with the Secretary of the Board of Fire Commissioners, and a copy thereof shall be served upon the Employee so charged, with notice of a hearing thereon designating its time and place, which shall be no less

than ten (10) nor more than thirty (30) days from the date of service of the Complaint. A failure to substantially comply with said provisions as to the service of the Complaint shall require a dismissal of the Complaint.

ARTICLE XXVII. Military Leave

Any employee who is ordered to active military service will be entitled to all pay and benefits and preservation of seniority as is required by then applicable State or Federal Statues.

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 Worker's Compensation Insurance for employees pursuant to N.J.S.A. 34:15-1 et seq.

Section 3. Each employee shall initially serve a six (6) month probationary period. Said period may be extended to a 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 to the extent possible by

employee's health insurance, any amount not so covered will be paid by the Commissioners, who shall select a physician to perform this exam.

IN WITNESS WHEREOF, the Commissioners 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:

KENNETH J. WARNER

RUSSELL NESTOR

BARRY SCHUTTS

BERNARD CRAMMER, JR.

ANTHONY GULOTTA

ATTESTED BY:

DANIEL J. GRAZIANO, JR.

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

VINCENT JARZYK

RONALD O'HARA

JAMES D'ERRICO

