

**BOARD OF FIRE COMMISSIONERS  
HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1**

**RESOLUTION 2015-24**

**A RESOLUTION AUTHORIZING THE BOARD CHAIRMAN AND VICE CHAIRMAN TO  
ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE HOPEWELL  
VALLEY UNIFORMED FIREFIGHTERS ASSOCIATION LOCAL 3897 OF THE  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO-CLC**

**WHEREAS**, the Hopewell Township Fire District No. 1, Board of Fire Commissioners recognizes the Hopewell Valley Uniformed Firefighters Association Local 3897 of the International Association of Firefighters AFL-CIO-CLC as the bargaining unit for certain employees of the Hopewell Township Fire District No.1; and,

**WHEREAS**, the Board of Fire Commissioners and the Hopewell Valley Uniformed Firefighters Association Local 3897 of the International Association of Firefighters AFL-CIO-CIC agreed to certain terms and conditions as part of the Collective Bargaining Agreement; and,

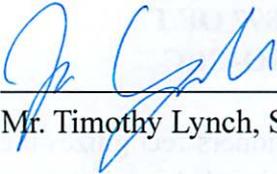
**WHEREAS**, the Board of Fire Commissioners and the Hopewell Valley Uniformed Firefighters Association Local 3897 of the International Association of Firefighters AFL-CIO-CLC now desire to enter into a formal Collective Bargaining Agreement for the period January 1, 2015 until December 31, 2017; and,

**WHEREAS**, the Collective Bargaining Agreement has been reviewed by the Hopewell Township Board of Fire Commissioner's attorney;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Hopewell Township Fire District No. 1 Board of Fire Commissioners that the Chairman and vice chairman of the Board, be hereby authorized to execute said Collective Bargaining Agreement with the Hopewell Valley Uniformed Firefighters Association Local 3897 of the International Association of Firefighters AFL-CIO-CLC.

## RECORD OF BOARD VOTE ON PASSAGE

Commissioner	Moved	Second	Aye	Nay	Abstain	Absent
Cseremsak						✓
Kintzel	✓		✓			
Lenarski		✓	✓			
Lynch					✓	
Chipowsky			✓			



Mr. Timothy Lynch, Secretary

A CERTIFIED COPY

Thursday, April 9, 2015

**AGREEMENT**  
**BETWEEN**  
**BOARD OF FIRE COMMISSIONERS**  
**HOPEWELL TOWNSHIP**  
**FIRE DISTRICT No. 1**  
**AND**  
**HOPEWELL VALLEY UNIFORMED FIREFIGHTERS,**  
**ASSOCIATION**  
**LOCAL 3897 OF THE**  
**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,**  
**AFL-CIO, CLC**

**JANUARY 1, 2015 -- DECEMBER 31, 2017**

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# **ARTICLE I**

## **PREAMBLE**

This Agreement is effective this 1<sup>st</sup> day of January, 2015 by and between the Hopewell Township Board of Fire Commissioners, in the County Mercer, New Jersey, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Board", and the Hopewell Valley Uniformed Firefighters Association Local 3897 of the International Association of Firefighters, AFL-CIO-CLC, hereinafter referred to as the "Union."

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Board and the Union; to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours, and other conditions of employment. This Agreement represents the final understanding on all bargained issues between the Board and the Union.

## **ARTICLE II**

### **RECOGNITION**

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

**Emergency Services Specialist**

**Excluded are:**

**Executive Management, Chief of Emergency Services, Captain(s), Lieutenant(s), managerial executives, confidential, craft employees, police and other law enforcement, part-time employees, per diem employees, professionals, non sworn employees, and volunteer fire and EMS providers.**

## **ARTICLE III**

### **MANAGEMENT RIGHTS**

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

To execute management and administrative control of Hopewell Township Fire District No. 1, its properties and facilities, and the activities of its employees.

To establish a schedule for regular hours of work for employees covered by this Agreement, the schedule may be changed at the discretion of the Board or its designee.

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

To suspend, demote, discharge or take other disciplinary action as is deemed appropriate by the Board, Chief of Emergency Services or his designee for good and just cause according to law. The Chief of Emergency Services or his designee may, without prior knowledge of the Board, suspend, with or without pay however, in the case of suspension without pay the maximum time period without Board action shall be five (5) days. Action of the Board is required to demote or discharge.

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

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

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

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

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

## **ARTICLE IV**

### **UNION BUSINESS**

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

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

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

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

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

The Board will permit the Union President or his/her designee to attend the Professional Firefighters Association of New Jersey (PFANJ) monthly meetings without the loss of pay or the use of benefit time.

## **ARTICLE V**

### **UNION ACTIVITY**

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

## **ARTICLE VI**

### **NON-DISCRIMINATION**

The Board and the Union agree that there shall be no unlawful discrimination against any employee because of age, sex, gender identity or expression, marital status, civil union status, domestic partnership status, race, color, creed, religion, ancestry, nationality, national origin, disability or handicap, political affiliation, sexual orientation or affectional orientation, genetic information, atypical hereditary cellular or blood trait, residency, Union membership or non-membership, or legal Union activity, as far as employment or promotions are concerned or as any application for or condition of employment. The parties further agree not to interfere with the right of employees to become or not to become members of the Union.

The Board and the Union agree that no one shall be subjected to harassment or to abusive language and that everyone shall be treated within the accepted standards of common decency, courtesy, and respect. The Union recognizes its responsibility as the exclusive negotiation agent and agrees to respect all employees in the Union without discrimination.

The Board and the Union agree that all employees must comply with applicable New Jersey Statutes regarding driver's licenses and residency requirements. The Board and the Union agree that all employees or perspective employees shall, at the Board's discretion, be subjected to a background check.

## **ARTICLE VII**

### **GENDER**

Whenever a male gender is used in this Agreement it shall be construed to include male and female employees.

## **ARTICLE VIII**

### **DUES CHECK-OFF**

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

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

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

## **ARTICLE IX**

### **WORK WEEK**

Nothing contained within this Article prohibits the Board, Chief of Emergency Services, or his designee from changing the employee's workweek in accordance with the provisions of the management rights Article of this Agreement. The Board shall provide two (2) weeks notice prior to changing any employee's workweek.

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

The rate of pay up to and including eighty (80) hours in a fourteen (14) day work period shall be equal to the employee's regular hourly rate. The regular hourly rate shall be calculated by dividing the employee's annual base salary by fifty-two (52). Said calculation will arrive at a weekly rate, which shall then be divided by forty (40). Said calculation will arrive at the employee's regular hourly rate.

Any time over eighty (80) hours in the same fourteen (14) day work period shall be subject to overtime and paid at time and one-half of the employee's regular hourly rate.

## **ARTICLE X**

### **SHIFT EXCHANGE**

In accordance with the current Emergency Services standard operating procedure, employees shall have the right to exchange shifts when the change does not interfere with the operations of the Emergency Services.

The Union shall keep track of all shift exchanges that are 4 hours or less in duration. Management shall be informed of shift exchanges.

When an exchange is to be greater than 4 hours, management shall approve and track the change.

All exchanges shall be reciprocated within 180 days. If an exchange is not reciprocated within the 180 day window and is 4 hours or more, the member that owes the hours shall forfeit said hours in the form of annual leave, personal time, or compensation time.

## **ARTICLE XI**

### **NO-STRIKE PLEDGE**

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

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

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

## **ARTICLE XII**

### **ACCESS TO PERSONNEL FILES**

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

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

## **ARTICLE XIII**

### **RULES AND REGULATIONS**

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

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

The Board shall supply all newly hired employees with a copy of all current rules, regulations, policies, and procedures.

Should adhering to any policy, procedure, or rule of the Board, Chief of Emergency Services, or his designee result in an employee losing his/her licenses or certifications, no action may be taken to dismiss or discipline the employee for the loss of their license or certification. In addition, no current or future promotion or transfer may be withheld because of the employees loss of license or certification as described above.

Should a policy, procedure, or rule of the Board, Chief of Emergency Services, or his designee result in an employee losing his/her license or certification and the employee or Union has informed the Board in writing that the rule may result in said loss of license or certification, the Board will compensate the employee for wages lost from other employers in which the employees loss of license or certification precludes the employee from further employment.

## **ARTICLE XIV**

### **UNIFORMS**

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

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

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

The Chief of Emergency Services, or his designee, will design a system whereby, prior to replacement, an employee may have his turnout gear inspected to determine whether the equipment needs to be replaced/exchanged or is no longer serviceable. The Board shall replace any item, which it determines to be in need of replacement.

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

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

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

## **ARTICLE XV**

### **IN-SERVICE TRAINING**

The cost of all Emergency Services training courses, which are necessary for the employees to maintain the minimum qualifications, certifications and/or licenses necessary to perform their regular duties, shall be borne by the Board. Any fees, charges or other expenses necessary for an employee to acquire or maintain required certifications or licenses shall also be borne by the Board.

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

Emergency Medical Technician continuing education courses  
Fire Inspector/Fire Official continuing education courses  
Fire Fighter Continuing Education  
PEOSHA Required Training

The Chief of Emergency Services or his designee can grant an employee time off from regular duty to complete any required training courses as the schedule permits.

The Chief of Emergency Services may also authorize time off from regular duty for any other approved training courses.

The cost of non-required approved training courses and seminars may also be borne by the Board with prior approval. If approval for these expenses is denied and the employee is willing to cover the cost, he may attend the training without using benefit time, at the discretion of the Chief.

Any approved training during off-duty time; the employee shall be compensated at the employee's overtime rate. The employee has the option to take this compensation in the form of compensation time at the rate of one and one-half hours per course hour of instruction or in pay at his overtime rate.

## **ARTICLE XVI**

### **SENIORITY**

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

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

An employee shall lose his seniority only if:

- He voluntarily leaves the employ of the Board due to resignation in good standing or;
- He is laid off and subsequently fails to report to the Board for work within 2 weeks after receiving written recall from the Board by certified mail. Upon receipt of such notice, the employee shall make known his intention within 1 week or;
- He is discharged for just and sufficient cause.

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

## ARTICLE XVII

### SALARIES

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

#### Emergency Services Specialist

<b>STEP</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
<b>First</b>	48,184.16	48,906.82	49,640.53
<b>Second</b>	53,805.68	54,612.76	55,431.95
<b>Third</b>	57,698.42	58,563.89	59,442.35
<b>Fourth</b>	61,032.12	61,947.60	62,876.82
<b>Fifth</b>	64,881.76	65,854.99	66,842.82
<b>Sixth</b>	67,160.97	68,168.38	69,190.91
<b>Seventh</b>	70,371.88	71,427.46	72,498.87

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

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

## ARTICLE XVIII

### OVERTIME

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

01 through 15 minutes -	30 minutes pay
16 through 60 minutes -	60 minutes pay

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

An employee receiving overtime compensation shall remain on duty for the entire duration the employee is receiving compensation.

Employees shall have the right of first refusal for all schedule openings, additional shifts, or special duty. IF the shift becomes open 24 hours or less before the shift is scheduled, all qualified full time staff shall be paged or texted simultaneously and the opening shall be covered on a first come first serve basis. If the opening is for more than 24 hours prior to the start of the shift, it shall be covered using an ongoing rotation of full time staff. Part-time and Perdiem employees shall only be utilized when no full-time employees are available. Superior Officers (Lieutenants, Captains, and Chiefs) shall not be utilized for covering openings until all other employees have been offered and declined overtime, extra time, special duty shifts or other staffing requirements.

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

## **ARTICLE XIX**

### **CALLBACK TIME**

Callback time shall be defined as unscheduled time worked after an employee has been released from his regular shift, and does not connect a succeeding shift. Any employee required to work after being called back will be assured a minimum of two (2) hours' pay and will be compensated at the appropriate overtime rate of 1 ½ times their regular salary per hour. An employee who is being compensated pursuant to this Article for the assured minimum two (2) hours compensation shall remain on duty for the entire duration the employee is receiving compensation.

At an employee's request, and with the approval of the Chief of Emergency Services, or his designee, the employee may forfeit the assured minimum compensation as provided by this Article and shall be compensated for actual time worked at an appropriate rate pursuant to the overtime provisions of this Agreement (i.e., an employee can go home early and get paid for actual time spent working, rather than being forced to remain for the minimum two hours).

#### **Emergency Response Callback Time**

Shall be defined as an employee who is off-duty and who responds to an emergency within Hopewell Valley. The employee shall be compensated for all such Callback Time at the employee's overtime rate of pay and such time shall be treated as "overtime" for all other purposes pursuant to the terms of this Agreement, regardless of whether or not the time would otherwise qualify as "overtime."

## ARTICLE XX

### Longevity

The Board of Fire Commissioners agrees to provide each full-time regular employee with a longevity payment as set forth below:

Five (5) years through Nine (9) years	0.5%	of base salary
Ten (10) years through Fourteen (14) years	0.75%	of base salary
Fifteen (15) years through Nineteen (19) years	1.0%	of base salary
After Twenty (20) years a maximum of	1.25%	of base salary

Longevity payments will be paid to employees who are entitled to same by pro-rating the annual longevity payment into the employee's bi-weekly paycheck for continuous and uninterrupted service after an employee reaches his anniversary date.

## **ARTICLE XXI**

### **PENSIONS**

To the extent permitted under law, the Board shall provide and maintain pension and retirement benefits in accordance with the provisions and statutes of the New Jersey Police and Firemen's Retirement System to all qualified employees covered by this Agreement. For any existing employees who are members of the Public Employees Retirement System, the Board shall maintain pension and retirement benefits in accordance with the provisions and statutes of the Public Employees Retirement System.

**ARTICLE XXII**

**EDUCATION INCENTIVE BONUS**

The Board of Fire Commissioners understands that educated employees are a valuable asset to the community. Therefore, the Board will grant an education incentive bonus as set forth below:

Associate's Degree	0.5%	of Base Salary
Bachelor's Degree	0.75%	of Base Salary
Master's Degree	1.0%	of Base Salary

The education incentive bonus will be given to employees who have been awarded degrees from accredited colleges and universities, and will be paid to employees by pro-rating the annual bonus payment into the employee's bi-weekly paycheck.

## ARTICLE XXIII

### COLLATERAL DUTIES

Emergency Services Specialists may elect to take on collateral duties as assigned by the Chief of the Department. Collateral duties are defined as a task or tasks carried out by an employee that lie outside of his/her main role. Such as: work assigned on a temporary basis, a minor duty performed approximately 20% or less of the time, work that is periodically rotated among employees. All collateral duties are performed under the direction of the Chief of the department or his designee. These duties do not include supervision of other Emergency Services Specialist on an ongoing basis. However from time to time in the execution of a collateral duty assignment, they may be "in-charge" of a special detail.

Examples of collateral duties include but are not limited to:

- Health and Safety Specialist
- EMS Clinical Coordinator
- OEM EMS Coordinator (Emergency Management Position)
- OEM Fire Coordinator (Emergency Management Position)
- Administrative Support (Sta 53)
- Firehouse Administrator
- Purchasing Specialist - Central Supply
- Public Education Specialist
- Training Specialists
- Pre-Planning Specialist
- Municipal Alliance & HVRSD Liaisons
- Fleet Maintenance Specialist

Emergency Services Specialists that are assigned collateral duties shall be compensated at 5 percent of their base pay. In the event that more than one collateral duty is assigned to an individual the compensation will remain at 5 percent of the base. Collateral duties for the following year will be published not later than December 15<sup>th</sup>. The start date for new or reassigned collateral duties shall be January 1<sup>st</sup>.

The Chief of the department or his designee shall conduct an annual review of Emergency Services Specialists quality of work. This review shall be completed annual by November 30<sup>th</sup>. The review shall include goals and objectives for improvement of work and become part of the employee's permanent personnel file.

## ARTICLE XXIV

### PERSONAL DAYS

The Board shall permit each employee to use twenty-four (24) hours per calendar year for his/her personal use. The employee will be granted use of the "full bank" on January 1<sup>st</sup>, annually.

- Requests for personal time off should be made at least twenty-four (24) hours in advance when possible. Personal time may be used at the last minute in the event of an emergency or other unforeseen circumstance.
- Personal time may be used in 1-hour blocks or more.
- Personal days shall not be used until the employee completes his/her six- (6) month probation.
- Notification of requests for personal time off should be made to the Chief of Emergency Services, or his designee.
- Requests for use of personal time off will not be unreasonably denied. Use of personal time will not be denied solely in order to avoid the use of overtime.
- Only the Chief of the Department, or his designee, may deny personal time off requests. Denials shall be communicated in writing to the employee whenever possible and/or shall be documented within 24 hours of the denial. The written documentation provided shall include the reason for the denial of the request.
- Unused personal hours will be converted into sick time if not used by year-end. However, the rollover of personal hours is excluded from the sick time buy back for the current year.

If separation of employment occurs, any unearned time shall be paid back to the Board at the accrual rate of 1.385 hours earned each pay period.

## ARTICLE XXV

### BEREAVEMENT LEAVE (PAID)

The Board recognizes bereavement is difficult. Accordingly, employees are eligible for paid bereavement leave. The amount of paid leave provided will be as follows:

#### **Immediate Family**

Employees are eligible for three (3) workdays of paid bereavement leave over five consecutive calendar days for the death of the employee's grandparent, grandchild, or sibling and corresponding or step-relatives.

The death of a spouse, child, or parent-in-law shall include an additional five (5) consecutive work days off over a (7) seven day period before the employee must report back to duty, which shall not be deducted from any other days off to which the employee is entitled.

#### **Relative Living in Your Home**

Employees are eligible for three (3) workdays of paid bereavement leave over five consecutive calendar days for the death of an uncle, aunt, niece, nephew, or first cousin if the relative resided in the employee's home.

#### **Relative**

Employees are eligible for one (1) workday of paid bereavement leave for the death of the employee's uncle, aunt, niece, nephew, or first cousin.

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

The Chief of Emergency Services or his designee may grant leave at his discretion. Extended leave given by the Chief shall not be deducted from any other days off to which the employee is entitled.

## **ARTICLE XXVI**

### **MILITARY LEAVE**

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

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

## **ARTICLE XXVII**

### **MATERNITY LEAVE**

Upon written notification to the Chief of Emergency Services or his/her designee an Emergency Services Specialist shall be placed on restrictive duty for the duration of her pregnancy or until her physician puts other medical restrictions on her activity. At such time as when her physician determines she can no longer perform the restricted duties as outlined by Management, she shall be placed on Maternity leave at 100% of her base salary until such time as the pregnancy and or postpartum event have concluded.

Postpartum Leave shall be 6 weeks for natural delivery or 9 weeks for cesarean section as outlined under NJ Disability insurance. The Emergency Specialists shall be able to use her sick, holiday or personal time to supplement the NJ Disability pay up to 100% of her base salary.

## **ARTICLE XXVIII**

### **JURY DUTY AND WITNESS LEAVE**

#### **Jury Duty**

A regular employee shall be granted necessary time off with pay when summoned to perform jury duty as prescribed by applicable law. In no event shall an employee be excused from work for more days than those required for such duty. The employee shall notify the Board, Chief of Emergency Services, or his designee immediately of the requirement for this leave and subsequently furnish evidence that he performed the duty for which the leave was required. The employee shall be permitted to keep all remuneration received when said employee performs jury duty. Any employee called for jury duty shall be required to return to work when not actively serving on a jury or when released at such time that the employee can reasonably be expected to return to duty in time to complete at least half of his normal work shift.

#### **Witness Leave**

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

## ARTICLE XXIX

### SICK LEAVE

Sick leave shall be granted to employees when they are unable to perform their work by reason of personal illness, accident, and exposure to a contagious disease or observance of quarantine.

Illness is defined as an employee's own illness, disabling injury, or pregnancy. This includes childbirth, and complications of pregnancy, miscarriage, abortion, and confined recovery. Therefore, for the period during which the employee is unable to perform normal duties as determined by a health care provider.

Employees shall be granted ninety-six (96) hours of sick leave per year. Sick leave is calculated on an earned basis at the rate of 8 hours per month. Unused sick leave shall be accumulated from year to year.

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

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

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

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

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

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

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

An employee who has used forty (48) hours or less of sick time in a year can purchase/buy-back up to forty (48) hours of time at his current hourly rate. A standard operating procedure will govern the request for such buy-back compensation.

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

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

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

## **ARTICLE XXX**

### **INJURY LEAVE**

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

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

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

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

Any employee who is injured while working, whether slightly or severely, must make an injury report to the Chief of Emergency Services, or his designee, by the end of the shift, or if that is not medically possible, as soon thereafter as possible. The process shall comply with the District's Health and Safety Program.

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

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

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

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

## ARTICLE XXXI

### Paid Time Off (PTO)

Each regular employee shall be entitled to annual leave kept in an annual leave (AL) bank. The AL bank will include all accrued leave based on years of continuous service on January 1 of the calendar year, and all observed holidays. Annual Leave shall be granted to employees as the follows:

Paid Time Off

Years of Service	Calculated AL earned	Holiday hours allocated	Maximum PTO Bank
Up to one year	88	104	192
One (1) through four (4)	88	104	192
Five (5) through Nine (9)	112	104	216
Ten (10) through Fourteen (14)	176	104	280
Fifteen (15) through Twenty (20)	200	104	304
Over 20 Years	272	104	376

### HOLIDAYS

The Board of Fire Commissioners will grant one hundred and four (104) hours of Paid Time Off to each title covered by this Agreement for the annual observed holidays. The following days will be recognized as the paid holidays under the terms of this Agreement:

New Year's Day	Good Friday	Veteran's Day	Christmas Day
Martin Luther King Day	Memorial Day	Thanksgiving Day	
Lincoln's Birthday	Independence Day	Day After Thanksgiving	
Washington's Birthday	Labor Day	Christmas Eve	

\*Holidays that will be observed shall be determined by management and published no later than November 1st for the following year.

If the holiday falls on a Saturday, the designated observed day shall be preceding Friday. If the holiday falls on a Sunday, the designated observed day shall be the following Monday.

Whenever a Holiday falls during the time an employee is on paid sick leave or family leave, that day shall not be considered as sick leave or family leave and will not be deducted from the employees PTO bank.

Employees who are on leave of absence without pay will not be eligible for holiday pay.

If a holiday observed by the Department falls on an employee's regular shift, the full length of the employee's scheduled shift will be deducted from the employee's Annual Leave (AL) bank.

If an employee returns to work during an observed holiday for any reason, including call back, the amount of time the employee actually works will be credited back to the employee's AL bank and the employee will be compensated for the time worked at his/her over time rate. The minimum length of time credited to the AL Bank if an employee is called back shall be consistent with the minimum call back defined within this Agreement in Article XIX.

**ANNUAL LEAVE**

**ANUAL LEAVE**

<b>Years of Service</b>	<b>Per Pay Period</b>	<b>Total AL EARNED per Year</b>
Up to one year	3.384615385	88
One (1) through four (4)	3.384615385	88
Five (5) through Nine (9)	4.307692308	112
Ten (10) through Fourteen (14)	6.769230769	176
Fifteen (15) through Twenty (20)	7.692307692	200
Over 20 Years	8 + 8 hrs/year for each year of service over 20	Maximum of 272

**\*\*Employees shall be limited to AL earned per month during the first six months in addition to 8 hours for each observed holiday as defined in Article XXII that actually occur during the employees first six months of employment. After the sixth month of employment, AL shall be granted on a prorated basis for the remainder of the first year of employment in addition to 8 hours for each observed holiday as defined in Article XXII that actually occurs.**

If an employee should separate employment prior to his anniversary date, he shall reimburse the Board for any AL taken but not yet accrued. Employee agrees and grants the Board the authority to deduct said from the employee's final pay. Should sufficient funds not be available, the employee shall reimburse the Board for the difference to make up for the use of unearned hours. If an

employee separates his employment prior to using his accrued annual leave allotment, he shall be paid for AL earned but not used.

Up to 80 hours of AL time that is not used within a year may be carried over into the following year.

Titles covered by this contract may elect to sell back forty (40) hours or less of AL time from the previous year at his current hourly rate. A standard operating procedure will govern the request for compensation.

Employees who are on leave of absence without pay will not accrue annual leave during the leave of absence without pay. This time shall be deducted from the employee's annual allotted AL on a prorated accrual as outlined in the table above.

The Chief of Emergency Services or his designee must approve scheduling of AL.

If at any time, AL is denied, a written explanation shall be given to the affected employee within five (5) days of such denial. An emailed notification of the denial and explanation shall comply with this requirement.

The granting of AL will not be unreasonably withheld.

## **ARTICLE XXXII**

### **LEAVE OF ABSENCE WITHOUT PAY**

The Board, upon written application setting forth the reason for the request, may grant employees covered by this Agreement a leave of absence without pay for a maximum period of one (1) year. The Board may grant further leave, in its sole discretion and in exceptional situations, when it is deemed by the Board to be in the public interest to do so.

An employee on an unpaid leave of absence may continue to receive health and medical, etc. benefits at the active employee rate for such coverage/benefits, but will be responsible for paying for the cost of the benefits at the active employee rate, to the extent permitted by the insurance policies, on a monthly basis. Said payment shall be made thirty (30) days in advance so as to coincide with the billing period as established by the carriers. Failure to timely make payment contributions may result in the termination of coverage. =

## ARTICLE XXXIII

### INSURANCE

The Board shall provide all employees and their families' hospitalization and sickness insurance under the New Jersey State Health Benefit Program.

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

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

#### Opt-Out

Any employee who opts out of medical insurance and/or prescription drug plan shall be compensated 25% of the premium expense or \$5000.00 whichever is less. This shall be paid out in one lump sum in the twenty-fourth (24<sup>th</sup>) pay period for the year. Payment will be in a separate check / direct deposit.

After twenty (20) years of consecutive service to Hopewell Township Fire District No. 1, and twenty five (25) years of enrollment into an approved NJ pension system, the Hopewell Township Board of Fire Commissioners will continue coverage of medical insurance, dental insurance, and eye care for the employee, as currently defined commencing upon the date of full retirement of the employee.

If the employee becomes eligible for Special Retirement, Ordinary Disability, Special Disability, Involuntary Ordinary Disability, or accidental Disability as defined in "State of New Jersey Police and Fireman's Retirement Handbook Dated September 2011," or for employees enrolled in the Public Employees Retirement System when they would have been eligible for the listed types of retirement if they had been enrolled in PFRS, and while working for Hopewell Township Fire District No. 1, the Board will continue coverage of medical insurance, dental insurance, and eye care for the employee at time of retirement or disability occurred while working for the Board. The employee's spouse and eligible dependants can continue coverage at the prevailing rate.

## **ARTICLE XXXIV**

### **SECONDARY EMPLOYMENT**

An employee may accept and be employed in any occupation during his off-duty hours, provided that such occupation is not in violation of any Federal, State, or local laws and provided that such occupation is not in conflict with his employment with the Board. In the event that it is determined and/or that it appears that a conflict does exist which would prevent the proposed secondary employment, the employee seeking permission for the secondary employment shall be afforded the opportunity to discuss the matter and further present/explain his position with the Board on an individual, case-by-case basis. The Board is vested with the sole discretion to determine whether or not a conflict exists that would prevent the proposed secondary employment, and the Board's determination of such issues will be final.

Employees must notify the Chief of Emergency Services of any secondary employment by a Standard Operating Procedure.

## **ARTICLE XXXV**

### **PROMOTIONS**

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

## **ARTICLE XXXVI**

### **LAYOFF AND RECALL**

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

The Board shall provide forty five (45) calendar days written notice to employees who are to be laid off. The Board will notify and meet with the Union at the earliest possible and/or reasonable time regarding potential lay-offs.

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

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

## ARTICLE XXXVII

### DISCIPLINE AND DISCHARGE

No employee shall be disciplined or discharged without just cause.

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

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

- Informal verbal reprimand by the Chief of Emergency Services or designee
- Written reprimand from the Chief of Emergency Services or designee
- Docking of Annual Leave time by the Board or Chief of Emergency Services
- Suspension from duty with pay by the Board, Chief of Emergency Services
- Removal of Collateral Duties by the Chief of Emergency Services
- Suspension from duty without pay by the Board, Chief of Emergency Services
- Demotion of employee by the Board of Fire Commissioners
- Discharge from duty by the Board of Fire Commissioners

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

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

No tape recording of such procedure shall be made without notification to the employee. There shall be no presumption of guilt.

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

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

Failure to conform to the requirements of this Article shall render the discipline or discharge null and void.

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

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

## **ARTICLE XXXVIII**

### **GRIEVANCE PROCEDURE**

#### **Purpose:**

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

#### **Definition:**

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

#### **Steps of the Grievance Procedure:**

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

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

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

**STEP ONE-** an aggrieved party shall institute action by notifying the Board Liaison in writing within ten (10) working days of the occurrence of the grievance or within ten (10) workings days of the actual or implied knowledge of the grievance, and an earnest effort shall be made to settle the

differences between the aggrieved party and Board or their designee, for the purpose of resolving the matter informally. Failure of the aggrieved party to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

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

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

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

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

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

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

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

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

## **ARTICLE XXXIX**

### **TERM AND DURATION OF AGREEMENT**

The terms and effects of this Agreement shall be effective as of the first (1st) day of January, 2015, and shall remain in full force and effect until the thirty-first (31st) day of December, 2017. The terms and conditions of this Agreement shall remain in full force and the respective parties execute effect for the specified duration of the Agreement and/or until such time as a successor to it.

Negotiation of a successor to this Agreement shall commence not later than August 1st of the year prior to expiration of this Agreement.

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

## **ARTICLE XL**

### **PREVAILING RIGHTS**

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

## **ARTICLE XLI**

### **SUCCESSORS**

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

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and by forcible by the respected heirs, representatives, successors, and assigns of the parties hereto.

The Hopewell Township Fire District agrees that it will require any successor (including, without limitation, by merger, operation of law, consolidation, assignment or purchase of all or substantially all of the assets of the Fire District) to assume expressly and agree to perform this Agreement.

## **ARTICLE XLII**

### **STATUTORY AND LEGAL RIGHTS**

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

## **ARTICLE XLIII**

### **ACTING OUT OF TITLE**

In the absence of an officer, a specialist on duty determined in advanced by the Chief of Emergency Services or his designee, shall fulfill the duties of the officer. The Chief of Emergency Services or his designee will compile a list designating the personnel who will act out of title and substitutes in their absence. The Chief of Emergency Services or his designee shall reserve the right to modify this list as they see fit. Any out of title time for two (2) hours or more shall be compensated as outlined below.

Specialists acting out of title shall have their salary adjusted to a (10) ten percent salary increase above his/her present salary. Any overtime incurred while acting out of title shall be paid at the normal overtime rate plus the adjusted ten (10) percent in salary. If the employee elects to have overtime paid in compensation time, the overtime compensation time shall be adjusted with a ten (10) percent increase regardless of duty station.

## **ARTICLE XLIV**

### **FULLY BARGAINED AGREEMENT**

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

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

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

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

## **ARTICLE XLV**

### **SEVERABILITY**

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

## **ARTICLE XLVI**

### **WELLNESS PROGRAM**

The Board and the Union shall mutually agree upon a wellness program to include not less than 3 hours of on duty PT per week. The intent, creation, and implementation of the wellness program will be addressed in a mutually agreed upon standard operating procedure.

## **ARTICLE XLVII**

### **COMPENSATION TIME BUY BACK PROGRAM**

At the end of the 13th pay period, annually, employees may elect to sell back earned compensation time up to 120 hours per year. This payment shall be made in a separate check and paid in the 14th pay period each year.

## ARTICLE XLVIII

### CATASTROPIC SICK BANK

The catastrophic sick bank program is intended to provide additional paid leave to qualifying employees. The program covers employees who meet the qualifications and requirements described below.

#### 1. Recipient Qualifications and Requirements

a. An Employee shall be eligible to receive donated annual leave if the employee:

- I. Has completed at least one year of continuous service.
- ii. Is suffering from a catastrophic health condition or injury which is expected to require a prolonged absence from work by the employee, and has exhausted all accrued sick, vacation, and administrative leave and all compensatory time off.
- iii. May qualify to receive donated annual leave in the opinion of the Board physician or other doctor accepted by the Board, or the employee would qualify for temporary disability and social security benefits.

iv. Agrees to apply for

- 1) a disability pension if he/she meets the service requirements and
- 2) Social Security Benefits.

v. Approval of application by the Board.

b. Donations will be made in hours. No more than eighty (80) hours a year can be received from each donating employee. The total number of donated leave hours received by an employee in one calendar year shall not exceed one thousand forty (1040) hours.

c. Leave will not accrue to the employee who is using donated paid leave since it was earned by the donating employees.

#### 2. Donor Qualifications and Requirements

- a. A donor cannot donate leave retroactively.
- b. A leave donor cannot revoke a donation.

c. No employee shall be pressured, or coerced to donate leave to another employee.

3. Unused Donated Leave will be credited back to employees in a percentage of the remainder equal to the percentage of the total donated.

No recipient shall be paid for the balance of leave donations upon retirement. The balance of leave donations will be transferred to the "Donated Leave Trust".

## **ARTICLE XLIX**

### **CELL PHONE REIMBURSEMENT**

The Board recognizes that Specialists while in the course of their daily duties use their cell phones to conduct business on behalf of the Fire District and agrees to reimburse emergency services specialist \$50.00 per month toward the cost of cell phone service. This shall be paid quarterly in a separate check/deposit at the end of each quarter. IE: Last payday in March, June, September, and December. This article will take effect January 1, 2016.

## **ARTICLE L**

### **ON-CALL COMPENSATION**

When an Emergency Services Specialist is assigned to an on call rotation, he/she shall be compensated with 2 hours of compensation time for being on call. Once a call back occurs, for the first two hours of the call back; the 2 hours of compensation time already paid shall be converted to the overtime rate as outlined in ARTICLE XVIII. Any additional time at work is paid as overtime covered under ARTICLE XVIII. The on call rotation is not intended to be used to cover open shifts; rather it is intended to be used for unplanned coverage of non regular duty assignments. IE: origin and cause investigations, required code enforcement supervision of impaired life safety systems, or other duties.

# Article LI

## SIGNATURE PAGE

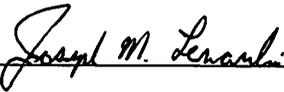
Hopewell Township Board of Fire Commissioners,  
Hopewell Township Fire District No. 1,  
Mercer County, New Jersey

Date: 4/9/15

By: 

Chairman Michael Chipowsky  
Hopewell Township Board of Fire Commissioners

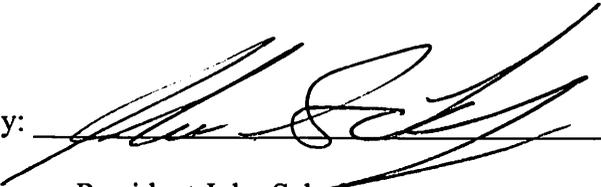
Date: 4/9/2015

By: 

Vice-Chairman Joseph Lenarski  
Hopewell Township Board of Fire Commissioners

Hopewell Valley Uniformed Firefighters Association,  
International Association of Firefighters, Local 3897,  
AFL-CIO, CLC

Date: 4/9/15

By: 

President John Schafer  
Hopewell Valley Uniformed Firefighters Association

Date: 4/9/15

By: 

Treasurer Deron Williams  
Hopewell Valley Uniformed Firefighters Association

## **Appendix A**

### **INITIAL ISSUE**

The initial issue of uniforms shall consist of:

- 5 Short Sleeve Button Down Shirts NFPA Compliant
- 5 Long Sleeve Button Down Shirts NFPA Compliant
- 5 Trousers/Pants NFPA Compliant
- 5 Tee Shirts
- 1 Last Chance belt
- 3 Winter Turtle Neck Shirts
- 3 Job Shirts
- 1 EMS Jacket
- 1 Squall Jacket
- 1 Duty Belt with Belt Keepers
- 1 Glove Case
- 1 Leather man Tool with belt case or Equivalent
- 1 Mini Mag Light with Case or Equivalent
- 1 Ball Cap
- 1 Winter Knit Cap
- 1 Gear bag

The initial issue of currently compliant safety equipment shall consist of:

- 1 Structural Fire Fighting Helmet NFPA Compliant
- 1 Structural Fire Fighting Bunker Coat NFPA Compliant
- 1 Structural Fire Fighting Bunker Pant NFPA Compliant
- 1 Structural Fire Fighting Boots NFPA Compliant
- 1 Structural Fire Fighting Glove NFPA Compliant
- 1 Structural Fire Fighting Protective Hood NFPA Compliant
- 1 Gemtor Class II 541NYC Harness
- 1 Personal Bailout Bag
- 1 Pair of Every Day Use Safety Glasses
- 1 Reflective Traffic Vest compliant with current standard

## **Appendix B**

The definitions of retirement from the State of New Jersey Police and Fireman's Retirement Handbook Dated September 2011:

### **Special Retirement**

Available to members at any age, who have a minimum of 25 years of service credit in the PFRS.

- For a PFRS Tier 1 or Tier 2 member enrolled on or before June 28, 2011, the annual benefit for a Special Retirement is equal to 65% of your Final Compensation plus 1% for each year of creditable service over 25 years but not to exceed 30 years. The maximum allowance is therefore 70% of your Final Compensation.
- For a PFRS Tier 3 member enrolled after June 28, 2011, the annual benefit for a Special Retirement is equal to 60% of your Final Compensation plus 1% for each year of creditable service over 25 years but not to exceed 30 years. The maximum allowance is therefore 65% of your Final Compensation.

### **Deferred Retirement**

Available to members who have at least 10 years of service credit and are not yet 55 years of age when they terminate employment. The retirement would be effective on the first of the month after attaining age 55. The annual benefit for a Deferred Retirement is equal to 2% of Final Compensation for each year of service.

You must file an Application for Retirement Allowance for the retirement to take effect. You may apply for a Deferred Retirement when you terminate covered employment or at any time prior to age 55. Under no circumstances can a retirement become effective prior to the date the application is received by the Division of Pensions and Benefits.

If a member is removed from employment for cause on charges of misconduct or delinquency, the member will be ineligible for Deferred Retirement.

At any time before your Deferred Retirement becomes effective, you may change your mind and apply for a lump-sum withdrawal of your entire pension contributions instead. However, once you cancel your Deferred Retirement and withdraw your contributions, all the rights and privileges of membership in the retirement system end.

## **Ordinary Disability Retirement**

To qualify for an Ordinary Disability Retirement you must:

- Be a member in service at the time the application is filed with the Division of Pensions and Benefits. "Member in service" means that the member or employer was making pension contributions to the retirement system at the time of filing the Application for a Disability Retirement.

It may also mean that the member was on an approved leave of absence, paid or unpaid, or suspension, paid or unpaid, at the time of filing the Application for a Disability Retirement. If the member had pending litigation for wrongful termination filed against the employer, the member has 30 days from the date the litigation is resolved to file for disability retirement in order to be considered a "member in service."

- Have four or more years of New Jersey service credit (Out-of-State, Military, and U.S. Government Service purchases cannot be used to attain the four years);
- Be considered totally and permanently disabled (you must prove that you are physically or mentally incapacitated from performing your normal or assigned job duties or any other position your employer may assign); and
- Submit any and all medical reports or corroborating evidence on file that supports your disability.

## **Involuntary Ordinary Disability Retirement**

Your employer has the right to apply for an Involuntary Ordinary Disability Retirement on your behalf provided that you meet the qualifications for

Ordinary Disability Retirement shown above.

- If you are required to retire upon application by the employer and have at least 4 years of New Jersey service, but less than 20 years, you will receive an Ordinary Disability retirement allowance of 40% of Final Compensation, or 1.5% of Final Compensation for each year of service, whichever is higher.
- If you are required to retire upon application by the employer and have 20 or more years of service, you will receive an allowance equal to 50% of Final Compensation plus an additional 3% of Final Compensation for every year of service over 20 up to a maximum of 25 years.

## **Special Disability Retirement**

To qualify for a Special Disability Retirement you must:

- Be a member in service at the time the application is filed with the Division of Pensions and Benefits (an official leave of absence is considered in service); and
- Have five or more years of New Jersey service credit; and
- Receive a heart transplant.

The annual benefit calculation for a Special Disability Retirement is equal to 50% of Final Compensation.

## **Accidental Disability Retirement**

To qualify for an Accidental Disability Retirement you must:

- Be a member in service at the time the application is filed with the Division of Pensions and

Benefits: “Member in service” means that the member or employer was making pension contributions to the retirement system at the time of filing the Application for a Disability Retirement. It may also mean that the member was on an approved leave of absence, paid or unpaid, or suspension, paid or unpaid, at the time of filing the Application for a Disability

Retirement: If the member had pending litigation for wrongful termination filed against the employer, the member has 30 days from the date the litigation is resolved to file for disability retirement in order to be considered a “member in service.”

- Be considered totally and permanently disabled (you must prove that you are physically or mentally incapacitated from performing your normal or assigned job duties or any other position your employer may assign) as a “direct result of a traumatic event” (see definition below) that happened during and as a direct result of carrying out your regular or assigned job duties;
- Be an active member of the PFRS on the date of the “traumatic event”;
- File an Application for Disability Retirement within five years of the date of the “traumatic event”;
- Submit any and all accident reports, witness reports, and corroborating evidence on file for September 2011 19 Police and Firemen’s Retirement System Handbook any and all accidents for which you are filing; and
- Be examined by physicians selected by the retirement system. The examination will be scheduled at no cost to you by the Division of Pensions and Benefits. All medical information is kept confidential and used only by the PFRS Board of Trustees in reviewing your claim.

If you qualify and are approved for Accidental Disability Retirement, your annual retirement allowance will be 2/3 of your salary at the time of the “traumatic event” or at the time of retirement, whichever is higher.

‘Direct Result of a Traumatic Event’ has been defined by the courts as an occurrence that is:

- Identifiable as to time and place;
  - Undersigned and unexpected;
  - Caused by a circumstance external to the member (not the result of preexisting disease that is aggravated or accelerated by the work);
  - Occurred during and as a result of the member’s regular or assigned duties;
  - Was not the result of the member’s willful negligence; and
  - Results in the member’s permanent and total incapacitation from performing his or her usual or any other duty.
- When there is an issue of mental incapacity, the member must also establish that the event that forms the basis for an accidental disability was objectively capable of causing a reasonable person in similar circumstances to suffer a disabling mental injury, based on a finding that the disability resulted from “direct personal experience of a terrifying or horror-inducing event that involves actual or threatened death or serious injury, or a similarly serious threat to the physical integrity of the member or another person.”