

AGREEMENT
BETWEEN
BOARD OF FIRE COMMISSIONERS
HOPEWELL TOWNSHIP
FIRE DISTRICT No. 1
AND
THE HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1
LIEUTENANTS AND FIRE OFFICIAL

January 1, 2018-- DECEMBER 31, 2019

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ARTICLE I

PREAMBLE

This Agreement is effective this 1st day of January, 2018 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 Township Fire District No. 1 Lieutenants and Fire Official.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Board and the Lieutenants and Fire Official: 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 Lieutenants and Fire Official.

ARTICLE II

RECOGNITION

The Board hereby recognizes the Lieutenants and Fire Official as the sole and exclusive bargaining agent for those positions within Hopewell Valley Emergency Services.

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

(RESERVED)

ARTICLE V

UNION ACTIVITY

(RESERVED)

ARTICLE VI

NON-DISCRIMINATION

The Board, the Lieutenants and Fire Official 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, as far as employment or promotions are concerned or as any application for or condition of employment.

The Board, the Lieutenants and Fire Official 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 Board, the Lieutenants and Fire Official agree that all employees must comply with applicable New Jersey Statutes regarding driver's licenses and residency requirements. The Board and the Lieutenants and Fire Official 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

(RESERVED)

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 Lieutenants and Fire Official 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, the Chief or his/her designee 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. If a member is "no show", said employee will be docked the time for the exchange.

ARTICLE XI

NO-STRIKE PLEDGE

The Lieutenants and Fire Official covenants and agrees that neither Lieutenant and Fire Official 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 Lieutenants and Fire Official agree 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 a Lieutenant and Fire Official 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 Lieutenants and Fire Official 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 Lieutenants and Fire Official agree 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. Complaints of an anonymous origin will be conspicuously labeled to allow the appropriate weight, if any, to be given to said complaint. Along with the conspicuous label will be a cautionary notice informing the reader that a single anonymous complaint is not necessarily an indicator of poor or improper behavior and may simply be a vindictive act by an angry or unstable person. 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 Lieutenants and Fire Official agree that they 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 Lieutenants and Fire Official 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 employee's 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 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 or his designee may also authorize time off from regular duty for any other approved training courses.

The employee may request training in topics relevant to their position or assigned duties that is not necessary to maintain minimum qualifications, certifications and/or licenses necessary to perform their regular duties. Upon approval of the Chief the cost for this training may be borne by the Board. If the Chief approves the class but denies the approval of these expenses, and the employee is willing to cover the cost, he may attend training without using benefit time. If a schedule change is required, it will be on a time for time basis. If said schedule change causes overtime the schedule will not be changed and the employee will be compensated the same as training required by the department.

Any training required by the department (not requested by the employee) 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 for the rank of Lieutenant and Fire Official is based upon time in grade.

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:

Lieutenant and Fire Official

2018	2019
\$83,925.41	\$85,603.92

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

The salary of the Lieutenants and Fire Official shall at all times be no less than \$5,200 more than the highest paid Specialist at minimum pay, including compensation for collateral duties, and excluding longevity pay and education incentive.

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.

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	1.5%	of base salary
Ten (10) years through Fourteen (14) years	1.75%	of base salary
Fifteen (15) years through Nineteen (19) years	2.0%	of base salary
After Twenty (20) years a maximum of	2.25%	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 Fireman's Retirement System to all qualified employees covered by this agreement. If any employee covered under this contract does not qualify for the New Jersey Police and Firemen's Retirement System, the Board shall provide and maintain pension and retirement benefits in accordance with the provisions and statutes of the New Jersey Public Employee's 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

HOLIDAYS

HOLIDAYS

The Board of Fire Commissioners will grant ninety-six (96) 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
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day

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

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.

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 1st, 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.
- 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.

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)

An employee shall be allowed eight (8) days (or shifts) off with pay in the event of death of the employee's child, or parent, including foster parent, step-parent, parent-in-law, or any other blood relative living under the same roof as the employee.

Employees shall be allowed three (3) days (or shifts) off with pay in the event of death of the employee's grandparent, grandchild, sibling, or corresponding step-relatives.

Employees shall be allowed one (1) day (or shift) off with pay in the event of death of the employee's Uncle, Aunt, Niece, Nephew, First Cousin or corresponding step-relatives.

Employee may be allowed one (1) day (or shift) off for death of any other family members or person of significance to the employee at the management's discretion, schedule permitting. 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 instead.

In addition, necessary time off (this may include travel purposes, legal purposes, and immediate caring for the health and wellbeing of family members) shall be granted upon request of the employee when, in the employer's judgment, such additional time is warranted.

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/PATERNITY LEAVE

The Lieutenants, Fire Official, and the Board agree that maternity/paternity leave should be consistent with the federal FMLA and New Jersey State Family Leave Act law in effect at the time of the event. See attached addendum.

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.

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

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

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

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 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

ANNUAL LEAVE

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.

Any 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.

Annual Leave (AL)

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:

Years of Service	Per Pay Period	Total for year
Up to one year **	8.333	200 Maximum
One (1) through four (4)	8.333	200
Five (5) through Nine (9)	8.615	224
Ten (10) through Fourteen (14)	11.077	288
Fifteen (15) through Twenty (20)	12.000	312
Over 20 Years	$12.00 + 0.307/\text{years of service over } 20$	Maximum Annual Bank of 376 hours

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 not to exceed \$300.00 per year.

In the event that an employee waives insurance coverage, the employee is entitled to receive 25% or \$5,000, (of annual District contribution) whichever is less. Payment will be issued in a separate check in the 26th pay period of the year.

Upon Service or Special Retirement, the Lieutenants and Fire Official will receive the same election class coverage (in terms of single, spouse, family) of health, prescription, and vision care as he/she did at the time of retirement. The premium will be at no cost to the employee. In the event, an employee would like to change to an election class that has a larger premium, the employee would be responsible for the difference in cost.

If the employee becomes eligible for 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, and the employee's spouse and/or family, at time of retirement or disability occurred while working for the Board.

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

(RESERVED)

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 Lieutenant(s) and Fire Official 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.

In the event that the Lieutenant and Fire Official position(s) are abolished, the current Lieutenant(s) and Fire Official will become Specialists with the most seniority.

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. Discipline will be corrective in intent and progressive in nature; however, the Board has a right to deviate from the progressive discipline in the event an employee is indicted of a crime.

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

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

Failure to conform with 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 may not be used in the screening during a promotional process. Said reprimand will not be assessable to the screeners. If physical files are utilized in the screening process said reprimand will be physically removed from the file, placed in a secure location and returned to the file after the screening process is complete. If computer generated files are utilized all files with the exception of the reprimand(s) in question will be printed out and provided to the screeners.

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 a Lieutenant or Fire Official 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 Lieutenant(s) or Fire Official shall have the right to process a grievance at any step. Such intervention shall be according to the provisions of this Article.

A grievance initiated by the Board shall be filed directly with the Lieutenant(s) or Fire Official 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 Lieutenant(s) or Fire Official, 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) working 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 Lieutenants and Fire Official. 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, 2018 and shall remain in full force and effect until the thirty-first (31st) day of December, 2019. 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 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 a superior officer, a Lieutenant on duty determined in advance by the Chief of Emergency Services or his designee, shall fulfill the duties of the superior 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.

Personnel acting out of title for a period greater than eight (8) hours shall have their salary adjusted to a (10) ten percent salary increase above his present salary. Personnel acting out of title for a period less than eight (8) hours shall be compensated at their regular rate or appropriate rate (overtime, etc.) as indicated by this Agreement.

ARTICLE XLIV

FULLY BARGAINED AGREEMENT

(RESERVED)

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 Lieutenant(s) and Fire Official 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.

At the end of the 25th pay period, annually, employees may elect to sell back up to 40 hours compensation time per year. The payment shall be made in a separate check and paid in the 26th pay period each.

A standard operating procedure will govern the request for such buy-back compensation program.

ARTICLE XLVIII

CATASTROPHIC 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. 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

COLLEGE REIMBURSEMENT

The Board of Fire Commissioners understands that educated employees are a valuable asset to the community. The Board shall agree to reimburse the Lieutenants and Fire Official with college expenses to further their educational development. Compensation will be contingent upon successful passing of the course.

The extent of the reimbursement is outlined below:

- The Board shall reimburse the Lieutenant and Fire Official fifty (50) percent of the tuition paid to a not-for-profit or State College.
- If a Lieutenant and Fire Official chooses to take a course at a for-profit / non-State College, reimbursement will be the lesser of a) the tuition reimbursement that would have been paid for tuition at a not-for-profit/state college, or b) fifty (50) percent of the amount actually paid for tuition.
- The reimbursement only applies to courses applicable toward a degree pertinent to: Fire, Leadership, Management, Administration, etc.
- Any extra fees for electives, above and beyond the cost of the class, will be paid for by the employee.
- The degree being pursued must be approved by the Board of Fire Commissioners, or their designee, for reimbursement.
- Classes must have a passing grade in order to be considered for reimbursement.
- In order to be eligible for reimbursement, the amount of reimbursement must be included in the Board's annual budget. It shall be the responsibility of the Lieutenant and Fire Official to provide, in writing, to the Board the request for reimbursement in sufficient time for the amount to be included in the Board's annual budget. Should the amount not be included in the Board's annual budget, the request for reimbursement will be considered in the Board's next annual budget.

ARTICLE L

CELL PHONE REIMBURSEMENT

If a Lieutenant or Fire Official is not assigned a Fire District purchased cell phone, the Board agrees to reimburse the Lieutenant and/or Fire Official \$50.00 per month toward the cost of personnel 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.

ARTICLE LII


ON-CALL COMPENSATION

When a Lieutenant or Fire Official is assigned to an on-call rotation, he/she shall be compensated with 2 hours of compensation time for being on call. In the event he/she is called in, additional overtime will begin as per Article XVIII.

ARTICLE LIII


SIGNATURE PAGE

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

Date: 7-3-19 By: 
Chairman Michael Chipowsky
Hopewell Township Board of Fire Commissioners

Date: 7/2/19 By: 
Secretary Michael Cseremsak
Hopewell Township Board of Fire Commissioners

Date: 7/2/2019 By: 
Lieutenant Daniel Schulman

Date: 6/27/19 By: 
Lieutenant Jonathan D. Moore

Date: 07/02/2019 By: 
Lieutenant Robert J. Bailey

Date: 7/2/19 By: 
Fire Official Andrew J. Fosina

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
- 2 Short Sleeve Polos
- 2 Long Sleeve Polos
- 1 Tan BDU Pants
- 5 Trousers/Pants NFPA Compliant
- 1 Tan belt
- 1 Tan boots
- 3 Job Shirts
- 1 EMS Jacket
- 1 Squall Jacket
- 2 Department Badges (1 wallet badge and 1 breast badge)
- 1 Wallet badge holder

Appendix B

Employees shall be placed in the appropriate pension system PFRS or PERS based on the requirements and provisions of the NJ State Pension system. All retirement as permitted in the PFRS and PERS handbooks and retirement guidelines.