

AGREEMENT

Between

NORTH HUDSON REGIONAL FIRE & RESCUE

And

NORTH HUDSON FIRE OFFICERS ASSOCIATION

AS OF JULY 1, 2004 THROUGH JUNE 30, 2010

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PREAMBLE

This Agreement is entered into by and between North Hudson Regional Fire & Rescue (also referred to as "Employer" or "Regional") and the North Hudson Fire Officers Association (also referred to as "Association").

WITNESS TO,

WHEREAS, North Hudson Regional Fire & Rescue and the North Hudson Fire Officers Association recognize and declare their mutual aim to be the promotion of an understanding, harmonious relationship between them, and

WHEREAS, North Hudson Regional Fire & Rescue and the North Hudson Fire Officers Association desire that the service to the community be continuous and efficient, and

WHEREAS, North Hudson Regional Fire & Rescue and the North Hudson Fire Officers Association have carried on collective bargaining and reached certain understandings which they desire to incorporate and confirm in this Agreement, be it

RESOLVED, in consideration of the following covenants it is mutually agreed as follows:

ARTICLE 1**ASSOCIATION RECOGNITION CLAUSE**

North Hudson Regional Fire & Rescue, pursuant to the recognition granted by the Public Employment Relations Commission (~~"PERC"~~), ("PERC"), recognizes North Hudson Fire Officers Association as the exclusive representative of Employees in classifications covered by the contract. This contract shall apply to all permanent Employees working in the classifications listed below, and to any other classification which may be established within the scope of the duties now included within these classifications: ~~Lieutenants~~, Captains, Battalion Chiefs and Deputy Chiefs (now classified as Fire Officer 1, Fire Officer 2, and Fire Officer 3).

ARTICLE 2

MANAGEMENT RIGHTS

- A. The Regional 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 Constitutions of the State of New Jersey and of the United States, including, but not limited to, the following:
1. The executive management and administrative control of the Regional and its properties, facilities and activities of its Employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Regional.
 2. To make rules of procedure and conduct, subject to N.J.S.A. 13A:5.1 et. seq., to use improved methods and equipment, as well as duties, to decide the number of Employees needed for any particular time and to be in sole charge of the equality and quantity of the work required.
 3. To hire all Employees, whether permanent, temporary, or seasonal, to promote, transfer, assign or retain Employees in positions within the Regional subject to civil service law.
 4. To suspend, demote, discharge or take any other appropriate disciplinary actions against any Employee.
 5. To lay off Employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive consistent with the provisions of civil service law.
- B. The exercise of the above powers, rights, authority, duties and responsibilities and the use of judgment and discretion in connection therewith, shall be limited by the terms of this Agreement and then only to the extent that such terms are in conformance with the Constitutions and laws of New Jersey and of the United States.
- C. The exercise of any management rights set forth herein shall be consistent with the terms of this Agreement.

ARTICLE 3
ASSOCIATION RIGHTS

A. Up to ten percent (10%), but no more than ten (10) employees, not to exceed three (3), who are elected officers, delegates, trustees and/or alternates of the Association, or who have been elected to State or international office, shall be granted time off from normal duties to attend the following designated conventions:

NAGE/SEIU Change to Win IAFF or FMBA International Convention

NAGE/SEIU Change to Win IAFF or FMBA State Convention

NAGE/SEIU Change to Win IAFF or FMBA District Convention

The time off granted shall not be more than the length of the convention plus, in the event that the event is outside the State of New Jersey, one calendar day before and one calendar day after, in any event, not to exceed one (1) 24-hour tour per Employee. The Association will designate in writing who will attend, each convention ten (10) days prior to the date of the convention. All arrangements for taking time off under this Section will be cleared with the Executive Director or his designee. Whenever a duly authorized representative of the Association exercises his right to attend such convention, the Regional's vacation schedule for that time period shall not be adjusted to reflect such leave so as to avoid the unnecessary expenditure of overtime.

B. The Regional will permit up to two (2) authorized Association representatives reasonable time off with pay to attend to Association business, including to investigate and seek to settle grievances and to attend all meetings and conferences on collective negotiations with Regional officials provided the Association gives reasonable notice to the Regional in advance.

C. Authorized representatives of the Association shall be permitted to visit Fire Headquarters, Firehouses or the office of the Executive Director for the purposes of ascertaining whether or not this Agreement is being observed.

D. A written list of the names of Association officers of the newly formed bargaining agent, as per PERC, will be furnished to the Regional, and the Association shall notify the Regional of any change.

E. Ceremonial Activities

In the event a Firefighter or Fire Officer is killed in the line of duty, the Regional will permit at least two (2) Association Officers time off if they are scheduled to work to participate in the funeral services.

1. Subject to the availability of same the Regional will permit a fire department vehicle to be utilized by the Association for the above referenced funeral service.

F. Office Space

The Regional shall provide an office for the sole and exclusive use by the Association. This office shall be of reasonable size and condition and shall be located in a Fire Department building in a location that shall not interfere with or interrupt normal fire operations.

G. Bulletin Boards

1. The Regional will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location at each firehouse.
2. The bulletin board shall be for the use of the Association and for posting notes and bulletins pertaining to the Association's business activities, or matters dealing with the welfare of the Employee.

ARTICLE 4
DEDUCTIONS FROM SALARY

- A. The Regional agrees to deduct from the salaries of its Employees subject to this Agreement dues for the Association. Such deduction shall be made in compliance with N.J.S.A. 52:14.9e, as amended. Such monies together with any records of corrections shall be transmitted to the Association Office.
- B. Any Employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new Employee who does not join within thirty (30) days of initial employment within the unit, and any Employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction.
1. The representation fee shall be in an amount equal to eighty-five (85%) percent or whatever is permitted by law, of the regular Association membership dues, fees and assessments as certified to the Employer by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments as certified to the Employer by the Association. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement, so long as the Association remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Association and the Employer. The Association shall establish and/or advise the Employer that it has established a demand and return system in accordance with N.J.S.A. 34:13A-5.5.
- C. The Association will annually provide the necessary "check-off authorization" form and deliver the signed forms to the Executive Director. The Association shall indemnify, defend and hold the Regional 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 Regional in reliance upon the salary deduction authorization cards submitted by the Association to the Regional.
- D. Changes
The Association will notify the Employer in writing of any changes in the list provided for in paragraph (A) above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than twenty-one (21) days after the Employer received said notice.
- E. New Employees
On or about the last day of each month, beginning with the month this Agreement becomes effective, the Employer will submit to the Association a list of all

Employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list shall include name, dates of employment, their address, birth date, classification, and rate of pay. The Regional will similarly notify the Association of all Employees who are terminated from the Regional's payroll.

- F. The Association shall indemnify, defend and save the Regional 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 Regional in reliance upon salary deduction authorization cards and submitted by the Association to the Regional or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.
- G. The Association shall establish and maintain a procedure whereby any Employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Regional or require the Regional to take any action other than to hold the fee in escrow pending resolution of the appeal.

ARTICLE 5**RIGHTS OF MEMBERS**

- A. Pursuant to Chapter 303, Public Laws of 1968, the Employer hereby agrees that every Fire Officer shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Fire Officer in the enjoyments of any rights, conferred by Chapter 303, Public Laws of 1968 or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any Employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Employer, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.
- B. A Fire Officer shall be granted time to eat during his/her tour of duty, except in the case of unusual or emergency situations.
- C. The Employer and the Association agree that all members covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Association against any Employee because of the Employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE 6
RULES AND REGULATIONS

- A. Except in exigent circumstances, the Association shall be informed and consulted prior to promulgation of any new rule or the proposed modification of any present rule, said notice to the organization shall be given no later than fourteen (14) calendar days before the effective date of any change.
- B. The Employer shall not enter into a contractual agreement with an Association member which in any way alters, reduces, compromises, amends or conflicts with the terms and provisions of this Agreement and the rights and privileges conferred pursuant to this Agreement.

ARTICLE 7
GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of Fire Officers and to resolve grievances as soon as possible so as to assure efficiency and promote Employees' morale. The parties agree that this procedure shall be kept as informal as may be appropriate.
- B. Nothing herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the Regional. The Association will explore voluntary resolution where appointed at the lowest level.
- C. A grievance is defined as any disagreement between the Fire Officer and the Employer, or between the Association and the Employer, involving the interpretation, application, or violation of the terms of this Agreement, matters of safety affecting or impacting upon Employees, and administrative decisions affecting Employees. Grievances concerning administrative decisions affecting Employees may be filed through Step Two of the grievance procedure.
- D. The grievance procedure referred to in this Article shall be in addition to and not in derogation of the Civil Service Act or remedies available to the Association or its members by virtue of any statutes of the State of New Jersey or other rules and regulations.
- E. The President of the Association or his duly designated representative shall be recognized by the Chief of the Regional for the purpose of presenting the grievance. The grievance may be so presented with or without the presence or permission of the aggrieved person.
- F. The following constitutes the sole and exclusive method for resolving differences between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:
1. Step One
 - a. The aggrieved or the Association shall institute action under this provision within ten (10) calendar days after the event giving rise to the grievance has occurred and the aggrieved person knew or should have known of the event or events upon which the claim is based. An earnest effort shall be made to settle the differences between the aggrieved Employee and his immediate supervisor for the purpose of resolving the matter informally. Such grievance must be presented within this time period or such grievance shall be deemed waived.
 2. Step Two
 - a. If no agreement can be reached orally within five (5) calendar days of the initial discussion with the immediate supervisor, the

Employee or the Association may present the grievance in writing within ten (10) calendar days thereafter to the Executive Director or his designated representative. The written grievance at this step shall contain, without prejudice to either party, the relevant facts and a summary of the preceding oral discussion, the applicable section(s) of this contract violated, and the remedy requested by the grievant.

- b. The Executive Director shall respond, in writing, to the grievance within five (5) calendar days of the submission.

3. Step Three

- a. If the grievance is not settled through Steps One and Two, either party shall have the right to submit the dispute to binding arbitration within fifteen (15) days pursuant to the rules and regulations of the Public Employment Relations Commission. An arbitrator, who is a member of the panel of New Jersey Public Employment Relations Commission, will be mutually agreed upon by the parties. The costs for the services of the arbitrator shall be borne equally by the Regional and the Association.
 - b. Any other expenses, including, but not limited to, the presentation of witnesses shall be paid by the parties incurring same.
 - c. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. No more than one (1) issue may be submitted to the arbitrator at one (1) time unless arising out of the same facts or agreed to in writing by both parties. Multiple grievants regarding the same issue and/or multiple instances of the same issue shall be regarded for the purposes of this section as one (1) issue. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provision of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding upon the parties subject to the applicable legal review.
4. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE 8
SENIORITY

- A. Seniority is defined to mean the accumulated length of service in the highest attained grade, with the Regional and any prior accumulated service with the fire departments of the City of Union City, Township of Weehawken, Town of West New York, Township of North Bergen, and Guttenberg. Seniority is not counted for time when an Employee is on a layoff. Outside the exception stated above, a resignation and rehire creates a new hiring date. An Employee's length of service shall not be reduced by time lost due to an injury or illness in the line of duty.
- B. Seniority principles shall apply to Employees covered by this Agreement with respect to layoff, and recall from layoff, as prescribed by Department of Personnel's rules and regulations in this area.
- C. The seniority list shall be supplied to the Association in January of each year.

ARTICLE 9
PROBATIONARY PERIOD

All Employees hired or promoted during the term of the Agreement shall serve a probationary period pursuant to Department of Personnel rules and regulations. During this probationary period, the Regional reserves the right to exercise its authorities as set forth in the New Jersey Department of Personnel rules and regulations.

ARTICLE 10
HOURS OF WORK

A. Work Day

1. The workday shall consist of twenty-four (24) consecutive duty hours.
2. The work schedule shall be twenty-four (24) hours on duty, immediately followed by seventy-two (72) hours off duty, which is again followed by twenty-four (24) hours on duty, and so on.

B. Line Fire Officer Starting and Leaving Times

Employees shall start the workday at 7:30 a.m. and shall leave at 7:30 a.m. the following day.

C. Meals

It shall be required of each Fire Officer, irrespective of whether the Fire Officer leaves his assigned duty station during his shift, that the Fire Officer contribute such sum as may be required to the organized meals which are prepared during the normal tour of duty.

D. Staff Fire Officer Starting and Leave Times

The work week for Fire Officers assigned to a staff position shall consist of a five (5) day week with each work day consisting of the hours from 8:00 a.m. to 4:00 p.m., including a one-half (1/2) hour paid lunch.

ARTICLE 11
EXCHANGE OF TOUR DUTY

- A. The Executive Director, or his designee, may grant the request of any two (2) members of the Regional, who have completed their probationary period, to exchange tours of duty (24 hour tours) subject to the following conditions:
1. Such request shall be submitted in writing by both members seventy-two (72) hours in advance, to be signed and given to the Executive Director, except in cases of emergency wherein the wait procedure may be reduced.
 2. Under no circumstances will Employees be permitted to exchange tours of duty if such change would entitle either Employee to receive overtime unless approved by the Executive Director.
 3. All exchanged tours of duty must be paid back within twelve (12) months.
~~the calendar year taken.~~
 4. Because of the potential for disruption to the operation of the Regional, no Employee may take more than six (6) mutual swaps during a ~~calendar year~~ one year time frame without the express permission of the Executive Director or his designee. Each use will be considered one time for each Employee.
 5. Employees seeking or agreeing to exchange a tour of duty must be qualified to perform the duties and responsibilities of the member with whom they intend to swap tours.
 6. Exchanges of tours of duty will neither be requested nor granted for any period of time during which either Fire Officer involved in the exchange is scheduled for formal training.
 7. Exchange of tours will be for twelve (12) or twenty-four (24) hour periods, during the normal tour of duty.
 8. Any member who is scheduled to work and makes arrangements to have another Employee work on his behalf is responsible to have the shift covered. If the time is not covered for any reason, the originally scheduled member will owe the Employer one tour of duty for each tour taken but not covered.

ARTICLE 12
SICK LEAVE

- A. Effective January 1, 2004, sick leave may be utilized by Employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease. Sick leave with pay shall be accumulated as follows: Upon hire, each Employee shall be entitled to a bank of 120 hours. Commencing on January 1st of the following year, the Employee will be credited with an additional 120 hours during a Fire Officer's first five years of service. After five (5) years through fifteen (15) years of service, paid sick leave shall be set at a bank of 180 hours or (7.5) 24-hour tours. After fifteen (15) years of service, Fire Officers shall receive a sick leave bank of 240 hours. An Employee who has called in sick leave and recovers sufficient to work may be permitted to return to work after eight (8) hours. The decision to permit an Employee to complete a tour of duty remains within the sole discretion of the Executive Director.
- B. Evidence in the form of a physician's certificate shall be required as proof of illness for any sick leave paid for an absence of more than one tour of duty. Evidence in the form of a physician's certificate may be required whenever there is reason to believe that sick leave is being abused. Such certificate shall provide a date of treatment, diagnosis, and if appropriate, whether the Employee is able to return to modified duty, and a date the Employee is expected to be released back to his normal job responsibilities.
- C. The Employer reserves the right to send an Employee, at the Regional's expense, for a physical, neurological, psychiatric, or other examination to be performed by a physician, whenever there is a request for sick leave or a request to return from sick leave.
- D. Employees on extended medical leave shall contact the office of the Chief on a weekly basis.
- E. Sick Leave Use Incentive
1. Effective January 1, 2003, an Employee who has taken no sick days during the calendar year shall receive a stipend of \$500.00 to be paid on or before February 1 "of the following year.
 2. Effective January 1, 2008, a fire officer who has taken no sick leave during the following periods will be compensated as set forth below. Payments will be made within 45 days after the period ends.

Jan. 1 to May 15	\$200
May 16 to September 15	\$400
September 16 to December 31	\$200

OK

- F. During protracted periods of illness or disability of an Employee, the Regional head may require interim reports on the condition of the patient, from the attending physician and/or a Regional medical physician. When under medical care, Employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.
- G. If the Employee is absent from work for reasons that entitle him to sick leave, the Regional head or his designee representative shall be notified as early as possible prior to the commencement of his or her tour of duty.
- H. Accumulation of Sick Leave
1. The Sick Leave program, effective January 1, 2004, shall allow for the annual accumulation of any unused sick leave and the carrying forward of any previously accumulated sick leave earned under prior provisions which contain an annual allotment of paid sick time.
 2. Fire Officers previously employed by Union City and Weehawken, who have twenty (20) years or more of service as of January 1, 2004, shall continue to have the previous provisions concerning Sick Leave in their prior agreements applied to them.
 3. Fire Officers previously employed by Weehawken with less than twenty (20) years of service as of January 1, 2004 shall have a sick leave bank, for sick leave use, comprising of seventy-two (72) hours for each full year of service earned prior to January 1, 2004.
 4. Fire Officers previously employed by Union City with less than twenty (20) years of service as of January 1, 2044 shall carry forward their accumulated sick leave and sick leave banks earned prior to that date for sick leave use. This provision does not affect the contractual right of Union City Fire Officers to annually credit up to 120 hours of their sick leave bank toward their terminal leave program.

ARTICLE 13**VACATION**

- A. Effective January 1, 2003, for Fire Officers working a 24 hour tour, paid vacation leave shall be as follows:

	24 Hour Tours of Duty
F03	12
F02	12
F01	11

- B. Effective January 1, 2003, for Fire Officers working an 8 hour tour, paid vacation leave shall be as follows:

	8 Hour Tours of Duty
F03	32
F02	32
F01	30

- C. The Regional shall set a vacation schedule for line companies and staff, after consultation with the Association president. Vacation leave may be taken in 12, as well as 24, hour blocks.
- D. In the case of the death of a member, all vacation due him or her shall be paid to his/her estate.
- E. In the event an Employee's sick leave and vacation time coincide, he shall be charged with sick leave only and may take his accrued vacation time subsequently. In the event that an Employee is on vacation and becomes ill, the scheduled vacation leave may not be converted to sick leave and the Employee will be charged for vacation time rather than sick time for the remainder of the scheduled vacation leave.
- F. Vacation time earned may not be accumulated unless an Employee was prevented by the Regional from taking scheduled vacation time due to departmental needs or disability. In either event, the Employee may bank such vacation time for no more than one year. This provision shall not prevent the banking of vacation time for the purposes of placing such time in the terminal leave bank.
- G. Employees covered by this Agreement who were previously employed by Town of West New York Fire Department shall be entitled to maintain all previously banked compensatory and accumulated time which existed as of the time of the regionalization

H. Any Fire Officer who gets involuntarily transferred shall have the option to keep his previously approved vacation or to use any open vacation slot in the new-transferred position. If the Fire Officer chooses to keep his previously approved vacation period, it cannot be denied even if it creates an overtime situation.

I. Effective January 1, 2007, as set forth in the chart below, the Association vacation guide shall be increased by adding 2 annual vacation days to each officer level starting the year 2007. The total annual vacation day allotment for each member will increase by 2, while the 2 days awarded for 2007 shall be provided retroactively to each member, may not be banked for terminal leave, and are to be utilized in calendar year 2008, and utilized in a manner as to not cause overtime.

<u>Fire Officers</u>		<u>Fire Officers</u>	
<u>working a 24- hour</u>		<u>working an 8-hour</u>	
<u>tour, paid vacation</u>		<u>tour, paid vacation</u>	
<u>leave shall be as</u>		<u>leave shall be as</u>	
<u>follows:</u>		<u>follows:</u>	
<u>F03</u>	<u>14</u>	<u>FO3</u>	<u>38</u>
<u>F02</u>	<u>14</u>	<u>FO2</u>	<u>38</u>
<u>F01</u>	<u>13</u>	<u>FO1</u>	<u>36</u>

J. In recognition of the added vacation days the Association agrees to modify the maximum number of members allowed to be off on a given day. This number shall be reduced from 6 to 5 off per day. This provision shall apply to all days, with the exception of the following: holidays and those days which fall in the summer period (June 20th through September 7th). Holidays shall include: Easter, Memorial Day, Thanksgiving Day, Christmas Eve, Christmas, New Year's Eve, and New Year's Day. Requests for more than 5 officers off on a restricted day shall be at the discretion of the executive director.

K. During said summer period, all fire officers shall be entitled to choose a minimum of 4 vacation days, to be chosen in the existing manner. A 5th and 6th day may be allowable, if a buffer of more than 3 days in conjunction with the firefighters.

ARTICLE 14
HOLIDAYS

- A. There shall be 112 hours of holiday pay per annum effective January 1, 2003.
- B. Payment for all holidays shall be considered as added to an Employee's base salary.

ARTICLE 15
INJURY LEAVE

A. An Employee who is injured in the performance of duty should report, or cause to be reported, the accident to his supervisor as soon as is reasonably possible. The Employee should complete a form provided for such injuries when he or his designee is able. If a member is injured on-duty and that injury is serious and/or life threatening, that member will be transported to the nearest appropriate medical facility.

1. Whenever a member of the Regional is incapacitated from duty because of an injury sustained in the performance of his duty, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties. Typically, that period shall not exceed one (1) year. The time may be extended beyond one (1) year at the sole discretion of the Regional.
2. To be eligible for injury leave benefits, both workers compensation benefits and the enhanced benefit to be paid by the Regional, the Employee must report his injury as soon as is reasonably possible. The Employer will direct the member to one of a panel of physicians to receive prompt and quality care. Any Employee who was sent to the nearest appropriate medical facility must report to an approved panel physician for any further treatment or evaluation if applicable. A Fire Officer injured in the line of duty, reserves the right to be treated by a physician and/or surgeon of his own choice, whose fees will be paid by the Regional, provided authorization is first obtained from the Regional, which authorization shall not be unreasonably withheld. A Fire Officer who is treated by his own physician may be required to present a certificate indicating his continued inability to return to work from time to time. Nothing herein shall prevent the Regional from independently evaluating the medical condition of an Employee injured in the line of duty.
3. If any member in rendering assistance in another municipality shall suffer any casualty or death, he or his designee or legal representative shall be entitled to all salary, pension rights, workmen's compensation and any other benefits as if such casualty or death occurred in the performance of his duties for the Regional.

ARTICLE 16
MILITARY LEAVE

- A. All Employees shall be granted all rights and privileges with respect to military leave pursuant to the provisions of State and Federal Statutes.
- B. No Employee shall suffer a loss in pay when required to serve his country.

ARTICLE 17
FUNERAL LEAVE

- A. Employees shall be granted time off with no loss of pay for the death of an immediate family member commencing from, and including, the date of death up to, and including, the day of the funeral not to exceed a maximum of two (2) consecutive twenty-four (24) hour tours.
- B. "Immediate family member" shall be defined to include spouse, child, parents, brother, sister, father-in-law, mother-in-law, grandparents, and grandchildren of the Employee, or other relative residing in the Employee's immediate household. In the event of the death of a brother-in-law, sister-in-law, aunt, uncle, niece or nephew, or step-parent, the member shall be entitled to the day of funeral only.

ARTICLE 18
EMERGENCY LEAVE

- A. Employees may be granted emergency leave, with or without pay, for a serious illness requiring hospitalization in the immediate family, including childbirth, necessitating the Employee's presence, at the discretion of the Executive Director, which discretion shall not be unreasonably or arbitrarily exercised. Paid leave shall be limited to one tour annually.
- B. For the purposes of this Article, "immediate family" is defined as spouse, child, parents, brother, sister, father-in-law and mother-in-law, or any other member residing in the household.

ARTICLE 19
LEAVE OF ABSENCE

An Employee desiring a leave of absence from his employment shall apply for same in writing. An Employee must have completed three (3) full years of service to be eligible. Such application shall provide the reason that the leave is requested. Upon a showing of good cause, a leave of absence of up to one hundred eighty (180) days may be granted at the discretion of the Executive Director, which discretion shall not be unreasonably or arbitrarily exercised. Such leave of absence shall be without pay, but the Employee shall retain all seniority rights.

ARTICLE 20
JURY DUTY

Employees shall be granted time necessary for Jury Duty.

ARTICLE 21
COURT TIME

A. Court Appearance

1. An Employee required to testify by the Employer during off-duty hours in a legal proceeding in connection with his duties as a Regional Employee shall be compensated for the time so spent at a rate one and one-half times his normal rate for a minimum of four hours. No additional compensation shall be paid to bargaining unit members who make such appearances while on duty.
2. If an Employee entitled to overtime shall be required to travel to and from any court or administrative bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled.
3. Legal appearances in interest arbitrations, grievance arbitrations and Public Employment Relations Commission proceedings will not be paid except when the member's testimony is required by the Employer.

ARTICLE 22

SALARIES

1. Fire Officers shall receive salary increases pursuant to the following salary schedule with increases retroactive to the effective dates reflected on the following salary schedule. The new salary schedule for all of the aforementioned Fire Officers shall be entitled "all Fire Officers employed by the NHRFR who were previously employed by the municipalities of Union City, Weehawken, West New York, North Bergen and Guttenberg at the time of regionalization."

a. The following wage increases shall be applied across the board on the indicated dates:

Effective 7/1/2004	4%
Effective 7/1/2005	4%
Effective 7/1/2006	4%
Effective 7/1/2007	4%
Effective 7/1/2008	4%
Effective 7/1/2009	4%

b. Retroactive monies will be paid as outlined in the following schedule:

1/4	July 2008
1/4	January 2009
1/4	July 2009
1/4	January 2010

c. The first retroactive payment of July 2008 shall be further split, as to provide each deserving member of the Association a payment of \$5,000 the first pay after signing of this agreement, with the balance of the 1/4 due the first pay of July 2008.

2. There shall be a three step schedule for each Fire Officer rank ~~commencing April 1, 2004~~ as reflected in the salary step schedule which appears below the new salary schedule for all Fire Officers. ~~Effective April 1, 2004, All~~ step movement on the three step salary schedules shall take place one full year after service in each rank. ~~All Fire Officers previously holding the rank of Lieutenant will be placed on the first step of the three step salary schedule for F01 on April 1, 2004 and movement on that schedule will be after one full year of service on this schedule. On April 1, 2004, all current Captains shall be placed at the top step of the Fire Officer 1 salary guide, all current Battalion Chiefs shall be placed at the top of the Fire Officer 2 salary guide, and all current Deputy Chiefs shall be placed at the top step of the Fire Officer 3 salary guide. All Fire Officers promoted on or after April 1, 2004 shall be placed on Step 1 of the guide for the position to which they are promoted and shall progress to the next step after one year in service at each step.~~

~~Rank~~ — ~~Step~~ — ~~Effective~~
April 1, 2004

		FO1	1	\$81,906				
			2	\$85,906				
			3	\$89,906				
		FO2	1	\$93,074				
			2	\$97,074				
			3	\$101,074				
		FO3	1	\$107,725				
			2	\$111,725				
			3	\$115,725				
<u>OLD RANK</u>	<u>NEW RANK</u>	<u>7/1/2004</u>	<u>7/1/2005</u>	<u>7/1/2006</u>	<u>7/1/2007</u>	<u>7/1/2008</u>	<u>7/1/2009</u>	
<u>Cpt.</u>	<u>FO1</u>	<u>\$93,502.24</u>	<u>\$97,242.33</u>	<u>\$101,132.02</u>	<u>\$105,177.30</u>	<u>\$109,384.40</u>	<u>\$113,759.77</u>	
<u>BC</u>	<u>FO2</u>	<u>\$105,116.96</u>	<u>\$109,321.64</u>	<u>\$113,694.50</u>	<u>\$118,242.28</u>	<u>\$122,971.98</u>	<u>\$127,890.85</u>	
<u>DC</u>	<u>FO3</u>	<u>\$120,354.00</u>	<u>\$125,168.16</u>	<u>\$130,174.89</u>	<u>\$135,381.88</u>	<u>\$140,797.16</u>	<u>\$146,429.04</u>	

- ~~3. The specific formulae for application and implementation of the salary schedules shall be as described in the award on pages 282 through 286. I incorporate that formulae by reference herein.~~
- 3.4. Salary will be paid in regular bi-weekly installments on the Wednesday of each week. If a holiday falls on a Wednesday, then the pay will be distributed on the Tuesday of said week.
- 4.5. The Department shall establish direct deposit and every effort shall be made to have checks available at 8:00 a.m. on payday.
- 5.6. Effective January 1, 2003, the hourly rate shall be computed by dividing the employees annual compensation by 2080 hours. Effective January 1, 2003, annual compensation for the purposes of determining the hourly rate shall include base salary, longevity, holiday pay, educational incentive and, if applicable, service differential pay. These items added to base salary shall be considered part of base salary and paid on a periodic basis.
- ~~7. Any provision in the of the prior agreements which added compensation to base pay related to the average 42 hour normal workweek or guaranteed overtime shall continue until April 1, 2004, the date of unification.~~

ARTICLE 23
LONGEVITY

- A. Fire Officers previously employed by member municipalities shall receive the following longevity schedule effective January 1, 2003 for service accruing through December 31, 2002:

Beginning with 5th year of Service	4% of base annual salary
Beginning with 8th year of Service	6% of base annual salary
Beginning with 12th year of Service	8% of base annual salary
Beginning with 16th year of Service	10% of base annual salary
Beginning with 20th year of Service	12% of base annual salary
Beginning with 25th year of Service	14% of base annual salary

- B. Fire Officers previously employed by Union City who are receiving, or will have earned, 14% or more than 14% through December 31, 2002, shall retain the longevity percentage they would enjoy at that time. The percentage of longevity for these Fire Officers shall not increase pursuant to the former schedule beyond that received or earned as of December 31, 2002. There will be a continuation of the inclusion of longevity benefits as added to base salary.

- C. Fire Officers employed by the Regional on or after regionalization, and whose overall seniority does not include prior service with the member municipal departments, shall be covered by the following longevity provision:

7 to 8 years	2% of base annual salary
9 to 11 years	3% of base annual salary
12 to 14 years	4% of base annual salary
15 to 19 years	5% of base annual salary
20 to 22 years	6% of base annual salary
at the completion of 23 years of service	7% of base annual salary

All firefighters hired pre-regionalization and promoted into the Officers Association shall carry forward and retain the longevity schedule they enjoy under previous agreements. Any post-regional hires shall carry forward the longevity schedule as set forth below:

<u>5 to 8 years</u>	<u>2% of base annual salary</u>
<u>9 to 11 years</u>	<u>3% of base annual salary</u>
<u>12 to 14 years</u>	<u>4% of base annual salary</u>
<u>15 to 19 years</u>	<u>6% of base annual salary</u>
<u>20 to 22 years</u>	<u>7% of base annual salary</u>
<u>23 years ></u>	<u>9% of base annual salary</u>

- D. The longevity payments set forth in this section are not cumulative and shall be as added to base salary.

ARTICLE 24
EDUCATION INCENTIVE

- A. Educational incentives shall be provided for all unit Employees based upon the standards below:
1. Fire Officers employed by the Regional who were previously employed in the municipal departments and, as of the date of the Award, have commenced matriculation in higher education for credit, shall retain all aspects of education incentives, if any, previously provided in the labor agreements in those departments.
 2. Fire Officers employed by the Regional who were previously employed in the municipal departments and, as of the date of the Award, have not commenced matriculation in higher education for credit, shall receive education incentive in a fashion identical to Fire Officers hired by the Regional on or after regionalization.
 3. Fire Officers hired by the Regional on or after regionalization shall receive ~~\$750-1,000~~ per year for an A.A. degree at an accredited institution or ~~\$1,500-250~~ for an A.A. degree at an accredited institution for fire science or fire science technology.
 4. Fire Officers hired by the Regional on or after regionalization shall receive ~~\$2,000-1,500~~ per year for a B.A. degree at an accredited institution or \$2,500 for a B.A. degree at an accredited institution for fire science or fire science technology.
 5. Educational compensation as provided herein shall be included in base salary and paid in equal installments included in the members' bi-weekly salary.

ARTICLE 25
TERMINAL LEAVE

- A. All unused accumulated sick and vacation leave days shall be put into a bank to be used as Terminal Leave. There shall be no set limit to the number of days which an Employee can accumulated in his Terminal Leave bank but he shall only be paid for the purpose of terminal leave in accordance with the caps and rate system established in this Article.
- B. For all Employees originally employed by the municipalities of Guttenberg, North Bergen, Weehawken, West New York, or Union City, upon retirement for a pension approved by the New Jersey Pension Department, an Employee shall receive payment for unused accumulated sick leave and vacation days as provided in the municipalities' collective bargaining agreements at the time of regionalization. Terminal leave benefits for such Employees shall be based upon leave accumulated with the Regional as well as with any predecessor department.
- C. For all Employees employed by the Regional after regionalization, upon retirement for a pension approved by the New Jersey Pension Department, an Employee shall receive payment for unused accumulated sick leave and vacation days up to a maximum of \$120 per twenty-four (24) hour day up to a maximum benefit of \$15,000. Those Employees who work less than a twenty-four hour day shall have a rate system adjusted proportionately in relation to the above.
- D. The Association agrees that all terminal leave payouts shall be paid in two (2) payments to be made over two (2) separate, consecutive calendar years on dates chosen by the member.

ARTICLE 26

OVERTIME

A. Overtime Rate

Overtime shall be paid for all hours worked in addition to the Employee's normal schedule hours as well as entitlements under the Fair Labor Standards Act (FLSA). The overtime rate shall be calculated by dividing the Employee's annual salary by 2080 hours times one and one-half (1-½).

B. Overtime Call-in

It is agreed that an overtime roster will be maintained by the Association. In the event a need arises to engage an Employee on an overtime basis, the officer in charge shall request the appropriate Association official to call Employees covered by this Agreement in by order of seniority. The overtime roster is not to be used for fires or emergencies.

C. Mandatory Off-Duty Detail

All mandatory off-duty details such as, but not limited to, parades, funerals, and special events, shall be considered as overtime.

D. Off Duty Testimony

When an Employee is required by the Employer to testify in a legal proceeding in connection with his duties in the Regional, the Employee shall be compensated for the time so spent at a rate of one and one-half times his normal rate for a minimum of four hours.

E. Recall Compensation

The compensation required to be paid to Employees who have been recalled to duty shall be a minimum four (4) hour's overtime pay, at the rate of time and one half (1-½). **Time actually required after a recall shall be left at the discretion of the Fire Officer's immediate superior.** The four (4) hour minimum shall not apply to Employees held over following the termination of their regular shift.

F. Early Call-In

Any Employee required to report to duty prior to their assigned start time shall be guaranteed a minimum of two (2) hours at the overtime rate.

G. Holdover Pay

Where a holdover beyond an Employee's regular shift extends beyond fifteen (15) minutes, such Employee will be compensated at time and a half for a one (1) hour minimum and thereafter paid for actual time worked in quarterly increments at time and one half.

H. Compensation for Off-Duty Training

When required by the Regional to attend training for the purpose of retaining certification of qualifications, or continuing education and training, Employees will be compensated for off-duty training at the overtime rate. All tuition incurred in the required training programs will be paid by the Employer upon satisfactory completion of the course. The Regional retains the discretion to require training during the regularly scheduled work week.

ARTICLE 27**SERVICE DIFFERENTIAL**

- A. Fire Officers previously employed by North Bergen and/or Weehawken who are presently receiving a service differential or would earn a different service differential as of December 31, 2002, shall retain that service differential at the percentage level earned by that date. The percentage of service differential for these Fire Officers shall not increase beyond that received or earned as of December 31, 2002.
- B. For those Employees eligible for service differential, the amount shall be in addition to base pay.
- C. Fire Officers who were employed by those municipal departments whose agreements contained no service differential, Fire Officers in North Bergen and Weehawken who did not earn a service differential benefit as of December 31, 2002, and Fire Officers hired on or after regionalization shall not be eligible for, nor receive, a service differential.
- D. Except for those firefighters who are presently receiving the service differential or who have earned a service differential as of December 31, 2002, reference to service differential shall be deleted from this Agreement.

ARTICLE 28
LEGAL REPRESENTATION

The Employer will defend and indemnify all Employees covered by this Agreement in order to protect them from suits arising out of performance of their duties, provided the acts committed by the Employees upon which the damages are based did not constitute fraud, malice, willful misconduct, or an intentional wrongdoing.

ARTICLE 29
INSURANCE

A. Effective January 1, 2003, the Employer will provide health-care insurance protection under the New Jersey State Health Benefits Program (SHBP) for all unit Employees and their dependents or a health insurance plan providing benefits equal to or better than the NJSHBP. Effective July 1, 2004 all future fire officers who were hired under the present firefighters agreement stating health care insurance protection with Horizon Blue Cross Blue Shield Direct Access, or current respective replacement, shall keep the said plan. Any future fire officers who were mandated by the current firefighters agreement to be enrolled in Direct access, or current responsive replacement, as describe above and would like to enroll in the Horizon Blue Cross Blue Shield traditional plan, or current respective replacement, may do so with an employee contribution equal to the difference between the two plans, or benefits equal to or better than.

Any current fire officer who opts out of the medical coverage provided by the department may do so. Any member who does so will receive a yearly payment of \$2,500. If a member so chooses he will be permitted back into the department's medical coverage, he will no longer receive the \$2,500 payment. This payment will be made at the end of the calendar year on Dec 31st. If a member re-enters the NHRFR health plan during the non-open enrollment period, the \$2,500 payment will be pro-rated accordingly.

B. ~~Effective January 1, 2003, the Employer will provide a Prescription Drug Program for all unit Employees and their dependents which shall require a five dollar (\$5.00) co-payment for brand name drugs, a three dollar (\$3.00) co-payment for generic drugs and zero (\$0) co-payment for mail order drugs. Effective July 1, 2004 the Employer will provide a prescription drug program for all Association members and their dependents which shall require a ten dollar (\$10.00) copay for brand name drugs, a five dollar (\$5.00) copay for generic and zero co-pay for mail order drugs. For all non-preferred (exotic) prescriptions the member will have a fifteen dollar (\$15) copay.~~

C. The Employer shall make full payment in the above health care insurance protection on behalf of all Employees including those members who are on authorized sick leave and/or injured in the line of duty.

D. Dental Insurance

Effective January 1, 2003, the Employer shall provide a dental plan with dental insurance for all unit Employees and their dependents. The Plan will have a deductible of \$25 for individuals and \$75 maximum deductible for family coverage. The Plan shall cover 80% of U.C.R. up to an annual cap of \$1,500 per covered individual per year for all eligible charges. The Plan shall also provide 100% coverage for orthodontics with a lifetime cap of \$1,500 for each covered individual.

E. Prescription Eyeglasses

The Employer agrees to provide a Prescription Eyeglass Plan for unit Employees and their dependents up to a maximum of \$125 per year per covered individual. Coverage shall include an annual eye examination, including glaucoma tests and the costs of glasses and/or contacts.

F. Retiree Coverage

1. Effective January 1, 2003, firefighters (including dependents) who retire subsequent to the change in health insurance carrier Employer-paid health insurance and prescription drug coverage as set forth in the SHBP. These retirees shall also receive the dental and prescription eyeglass coverage in effect at the time of their retirement.
2. Unit Employees who have retired prior to the change in health insurance carrier shall have their retiree health insurance and other insurance coverage which they are currently receiving continued at a level pursuant to the appropriate municipal collective negotiations agreements in effect prior to the issuance of this award.

G. Eligibility for Retiree Coverage

1. To be eligible to receive retiree coverage, employees employed prior to the effective date of regionalization:
 - a. must retire on a disability pension, or
 - b. must have 25 or more years of service credit in a State or locally administered retirement system; *and*
 - c. must have a period of service up to 20 years with the Employer at the time of retirement except that members who were transferred from the Municipal departments. The time the member had with the Municipal Departments shall be considered time with the North Hudson Regional Fire and Rescue as if that service was performed for this Employer for the purposes of this Article.
2. Employees-hired on or after the effective date of regionalization:
 - a. must retire from a job-related disability with five (5) years of credited service in PFRS; or
 - b. must retire from a non job related disability with twenty (20) years of credited service in PFRS.
 - c. must have at least twenty-five years of credited service in PFRS.

H. Miscellaneous Benefit Provisions

1. The Employer may change insurance plans and/or carriers or self insure upon sixty (60) days prior notice to the Association so long as, in the aggregate, the new plan provides "equal or better" benefits than the plan or program in existence at the expiration of this Agreement.
2. The Regional shall continue to provide reimbursement for guaranteed term life insurance only to those Employees who are receiving this reimbursement as of the date of this award.

ARTICLE 30

PENSIONS AND RETIREMENT BENEFITS

- A. The Employer shall provide pension retirement benefits to Employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey. The Regional shall do everything required by it, pursuant to law, to secure pensions for all qualified Employees.
- B. Pensions and insurance coverage shall be the same for an Employee who is injured or killed while on duty with the Regional and who, while acting within the scope of his employment, is rendering aid to a neighboring community, as though the injury or death occurred within the territorial limits of the Regional.
- C. The Employer shall continue to make necessary payments to, and on behalf of, an Employee who is on sick leave and/or has been injured in the line of duty and within the scope of his employment as though said Employee remained on active duty.
- D. Employees previously employed by North Bergen who had at least 20 (twenty) years of continuous service with North Bergen at the time of regionalization and who retire between the 25th and 26th year of continuous service with North Bergen and the Regional shall receive the following compensation:

Lieutenants	\$ 8,500
Captains	\$10,000
Battalion Chiefs	\$11,000
Deputy Chief	\$12,000

1. Reference to this provision pertaining to certain North Bergen Fire Officers shall be deleted from the Agreement after it is no longer operational.

ARTICLE 31
PROMOTIONS, ASSIGNMENTS, AND TRANSFERS

A. **Promotions**

The Regional shall attempt to maintain a New Jersey Department of Personnel list from which appointment and promotional vacancies shall be filled in accordance with New Jersey Department of Personnel Rules and Regulations.

B. **Assignments and Transfers**

The assignment and transfer of Fire Officers shall be solely the responsibility of the Executive Director. It shall be understood nothing shall prohibit any Employee from submitting, through proper channels, a written request for a transfer to a new or vacant position for which that Employee is qualified.

C. **Out of Title Work ~~Acting Pay~~**

If it is necessary to appoint a member to act or to be in charge due to a vacancy, the member serving in such temporary rank shall be paid at the rate for the rank in which he is temporarily serving, after thirty (30) consecutive calendar days of satisfactory service within that rank. Thereafter payment shall be retroactive to his first day of service in the higher capacity.

D. **Acting Pay ~~Out of Title Work~~**

When an Employee is assigned by competent authority to work out of title at a rank higher than his regular rank, beyond two (2) consecutive tours, compensation shall be provided upon appointment to act in the higher rank, which compensation shall be an additional one-half (1/2) the salary rate between the highest rate for the Employee's permanent rank and the lowest rate for the rank in which the Employee is acting on the existing salary schedule.

ARTICLE 32**CLOTHING AND UNIFORM ALLOWANCE**

- A. The Employer agrees to pay all Employees covered by this Agreement the amount of six hundred and fifty (\$650.00) dollars per year as a clothing maintenance allowance. This payment is to be made on or before July 1st of each year, ~~commencing July 1, 2002.~~
- B. The Employer agrees to furnish, at no cost to the Employee, and assure the use of, required protective clothing and equipment as set forth in N.J.A.C. 12:100 et seq.
- C. Employees must return all turn out gear and other equipment issued by the Regional upon retirement or termination.
- D. If a Fire Officer loses equipment due to negligence, such Fire Officer shall be charged with the cost of replacement. Intentional damage to equipment shall result in discipline and charge for the cost of the equipment.
- E. Clothing lost, destroyed or damaged during the course of duty shall be replaced at the Regional's expense. The Employee, absent extenuating circumstances, must report any damaged clothing to the fire headquarters within twenty-four (24) hours. Employees must present damaged clothing, helmet, boots, coats or gloves in order to verify loss.
- F. Whenever the Employer determines that it desires to change the uniform or part thereof, it shall be the Employer's obligation to provide to each Employee such modified or changed uniform free of charge. Utilization of this paragraph shall not diminish the clothing maintenance allowance set forth in this Agreement.

ARTICLE 33
SAFETY AND FACILITIES

- A. The Regional desires to maintain a safe place of employment for all Fire Officers, and to that end, management shall make all reasonable provisions necessary and in accordance with the laws of New Jersey for the safety of Employees in the performance of their work. The Regional shall provide equipment as approved by New Jersey's statutory requirement for all fire personnel.
1. All sanitary facilities and equipment in each firehouse including, but not limited to, toilets, showers, and washbasins, shall be furnished and maintained in good working order by the Regional.
 2. The Regional agrees to provide Employees with a reasonable and safe place for their work efforts and further agrees to keep all equipment in safe and good operating condition so as to insure the safety of the Employees.

ARTICLE 34**DEPARTMENTAL INVESTIGATIONS**

- A. In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:
1. The interrogation of a member of the Regional shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
 2. The interrogation shall take place at a location designated by the Fire Chief. Usually it will be at Fire Headquarters or the location where the incident allegedly occurred.
 3. The questioning shall be reasonable in length. Time shall be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.
 4. The Department shall permit the member the opportunity to consult with an Association representative at any stage during a proceeding which the Employee reasonably believes may result in disciplinary or criminal charges against that Employee upon the request of that Employee.
 5. Nothing herein shall be construed to deprive the Employer or its Employees of the ability to conduct routine and daily operations of the Regional.
 6. Nothing herein shall be construed to deny or restrict either the Regional or the Employee such rights as they may have under the New Jersey statutes or other applicable laws and/or regulations.

ARTICLE 35
OFF DUTY ACTION

Any action within the State of New Jersey taken by a member of the Regional on his time off, which would have been proper action if taken by the Employee on active duty with the NHRF&R, shall be considered proper Fire Department action, and the Employee shall have all of the rights and benefits concerning such action as if he were then on active duty. This excludes an Employee regularly performing duties as a member of a volunteer fire company.

ARTICLE 36
OUTSIDE EMPLOYMENT

- A. Employees shall be entitled to engage, in any lawful activity and obtain any lawful work while off-duty.
- B. It is understood that full-time Employees will consider their position with the Regional as their primary employment. Any outside employment or activity must not interfere with the Employee's efficiency in his position with the Regional and must not constitute any conflict of interest.
- C. An Employee who is on sick leave or a compensable work-related injury leave may not work at any other employment during such leave.

ARTICLE 37
DRUG AND ALCOHOL TESTING

The Regional may administer drug and alcohol testing policy and procedures as described in Appendix A, the Attorney General's Law Enforcement Drug Testing Policy.

ARTICLE 38
PERSONNEL FILES

- A. A separate personnel file shall be established and maintained for each Employee covered by this Agreement. Personnel files are confidential records and shall be maintained by the Administration.
- B. Any Employee in the bargaining unit may review their own personnel file provided reasonable notice by written request is made to the Regional. Each review shall be conducted in the presence of management personnel and every Employee shall be required to sign an entry record on the occasion of his review.
- C. Whenever a written complaint covering an Employee or his actions is to be placed in his personnel file, a copy shall be given to said officer, and he shall be given the opportunity to rebut if he so desires, in writing, within fifteen (15) days and said rebuttal shall be placed in his file.
- D. The parties, at their discretion, may mutually agree to withdraw an item from the personnel file. Any individual mutual decision to withdraw an item shall not be precedent-setting.

ARTICLE 39
NON-DISCRIMINATION

In accordance with applicable State and Federal law, neither the Regional nor the Association shall discriminate against any Employees covered by this Agreement because of race, color, sex, religion, national origin, or Association membership.

ARTICLE 40**FULLY BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were, or could have been, the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such issue, whether or not covered by this Agreement. This provision cannot be construed to waive the Association's statutory right to negotiate over issues which flow from the Regional's right to propose new rules, and modifications of existing rules governing working conditions.

ARTICLE 41
MAINTENANCE OF OPERATIONS

- A. It is recognized that the need for continued and uninterrupted operation of the Regional is of paramount importance to the citizens of the respectively represented cities, and that there should be no interference with such operation.
- B. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in 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 other concerted job actions, including willful absence of an Employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the Employee's duties of employment, work stoppage, slowdown, walkout or other job action against the Employer.

ARTICLE 42**SEVERABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any Employee, member, or group of Employees or members is held to be invalid by operation of law, by any Court, or any other tribunal of competent jurisdiction, then such provision and/or its application shall be deemed inoperative; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE 43
NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement or exercise one's rights pursuant thereto shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the parties herein are entitled. This Agreement may only be modified or changed by a written amendment and signed by both parties.

ARTICLE 44
PRESERVATION OF RIGHTS

- A. All terms and conditions of employment including general orders, rules and regulations, not specifically set forth in this Agreement nor inconsistent with its terms, which have been initiated after regionalization irrespective of prior practice at an individual municipality, will continue and shall not be changed to the detriment of Employees within the Bargaining Unit, until changed by negotiation with the Association.
- B. The Regional shall not enter into any agreement with any Employee or groups of Employees covered by this Agreement, which in any way conflicts with the terms of this Agreement.
- C. The Regional agrees to make available to the Association a copy of all general orders issued by the Chief of the Regional and/or the Director(s) of the Regional at the same time (or earlier if possible) that the general orders are issued to all Fire Officers.

ARTICLE 45
DURATION OF AGREEMENT

- A. This Agreement shall have a term from July 1, ~~2004~~~~2004~~~~1999~~ through June 30, ~~2010~~~~2004~~.
- B. If the parties have not executed a successor Agreement by June 30, ~~2010~~~~2004~~, then this Agreement shall continue in full force and effect until a successor Agreement is executed.
- C. Negotiations for a successor Agreement shall be in accordance with the rules of the Public Employment Relations Commission.

SIGNATURE PAGE

NORTH HUDSON REGIONAL FIRE
& RESCUE

DATE: _____

By: _____

WITNESS

NORTH HUDSON FIRE OFFICERS
ASSOCIATION

DATE: _____

By: _____

WITNESS

APPENDIX A