

Collective Bargaining Agreement
2004, 2005, 2006, 2007 and 2008

Between

Nutley FMBA Local #44

-and-

Township of Nutley

PREAMBLE

This AGREEMENT entered into August 9, 2006 by and between the Township of Nutley, County of Essex, a Municipal Corporation of the State of New Jersey, hereinafter call the "TOWNSHIP" and FMBA Local #44, duly appointed representative of all full time firefighters, fire inspectors, and firefighters assigned to duty other than mentioned, employed by the Township, excluding all other fire officers and the Deputy Fire Chief, hereinafter call the 'ASSOCIATION", represents the complete and final understanding on all bargained issues between the Township and the Association.

ARTICLE I RECOGNITION

- A. The Township hereby recognizes the Association as the sole and exclusive representative of all employees in the bargaining unit for the purpose of collective bargaining and all activities and processes relative thereto.
- B. It is the intention of the parties that this Agreement be construed in harmony with PERC act as amended, the laws of the State of New Jersey, the Ordinances and policies of the Township of Nutley, and the rules and regulations of the Township Fire Division.

ARTICLE II MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon the vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey, Department of Personnel, NJ Public Employment Relations Commission, and of the United States, including, but without limiting the generality of the foregoing the following rights:
 - 1. The executive management and administrative control of the Township Government and its properties, facilities, and it employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
 - 2. To make rules of procedure and conducts, to use improved methods and equipment to determine duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.
4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees in positions within the Township, in accordance with Department of Personnel Rules and Regulations.
5. To suspend, demote or take any other appropriate disciplinary actions against any employee for good and just cause according to law.
6. Nothing contained herein shall prohibit the Township from contracting out any work.
7. To layoff employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.
8. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities, and authority under R.S. 40A; 1-1 et.seq., or any national, state or local laws of regulations.
9. The parties recognize that the exercise of managerial rights is a responsibility of the Township on behalf of the taxpayers and that the Township cannot bargain away or eliminate any of its managerial rights. No grievance may proceed beyond Step Four herein unless it constitutes a controversy arising over the application or alleged violation of negotiable terms and conditions of employment.

ARTICLE III MAINTENANCE OF WORK OPERATIONS

A. The Association hereby 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 willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee' duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township. The association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, walkout, or job action, it is covenanted and agreed that participation in any or all such activity by an Association member shall entitle the Township to invoke any lawful remedy, which may include:

1. Withdrawal of Association Recognition

2. Such activity shall be deemed grounds for termination of employment of such employee or employees.

C. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Township and that the Association will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Association order.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity in the event of such breach of the Association or its members.

ARTICLE IV GRIEVANCE PROCEDURE

1. Definition

A grievance is defined as an alleged violation of this Agreement and shall not include disciplinary matters appealable to the Department of Personnel.

2. Purpose

a. The purpose of the grievance procedure is to secure at the lowest possible level, equitable solutions to the grievances which may from time to time arise affecting the terms and conditions of employment. Both parties agree that these proceedings will be kept as formal and confidential as may be appropriate at any level of the procedure.

b. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate members of the fire administration and having the grievance adjusted without intervention of the FMBA provided the adjustment is not inconsistent with the Agreement. The FMBA will be given the opportunity to be present at such adjustment, provided the grievant requests same.

c. The duly authorized FMBA representative or representatives shall, if necessary, be given the time off without loss of compensation to attend grievance Proceedings.

3. Procedures

An aggrieved employee shall institute action under the provisions hereof within ten (10) working days of this occurrence complained. Failure to act within said 10 days shall be deemed to constitute an abandonment of the grievance.

a. Step One - An employee with a grievance shall first discuss it with the Deputy Fire Chief with the objective of resolving the matter informally. If the employee is not satisfied with the informal discussion, or if no decision is reached within five (5) calendar days after the informal presentation of the grievance, the employee may discuss the matter formally with the Deputy Fire Chief and shall present to the Deputy Fire Chief a written statement of the grievance. The Deputy Fire Chief shall render his decision in writing within five (5) calendar days after the formal presentation of a written grievance to him.

b. Step Two - If the grievant is not satisfied with the decision under Step One, or if no decision has been rendered by the Deputy Fire Chief within seven (7) days after presentation of the written grievance to the Deputy Fire Chief, the grievant may present the grievance to the Director of Public Safety. The Director of Public Safety shall render his decision, in writing, within seven (7) calendar days after the presentation of the grievance.

c. Step Three - In the event that the grievant is not satisfied with decision of the Director of Public Safety, the grievant or the FMBA, on his behalf has fifteen (15) days in which to request binding arbitration. The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission and/or the American Arbitration Association, as the case may be.

4. Arbitration

The arbitrator's decision shall be in writing and shall be issued not later than thirty (30) calendar days after the close of the arbitration hearing. The decision shall set forth the arbitrator's findings of fact, reasons, and conclusion on the issue or issues submitted. The arbitrator's decision shall be binding. The costs for the services of the arbitrator shall be borne equally by the Township and the FMBA, unless however, the applicable State statutes and the Public Employment Relations Commission provide to the contrary.

5. Group Grievance

A grievance affecting a group of employees, covered under Article I, may be submitted by the FMBA on behalf of the said named group at Step One of the grievance procedure.

ARTICLE V SALARIES & LONGEVITY

1. The Salary schedule for all employees recognized, as being represented by the FMBA shall be set forth below, effective as follows:

| <u>Title</u> | 01-01-04 <u>4.0%</u> | 01-01-05 <u>4.0%</u> | 01-01-06 <u>4.00%</u> | 01-01-07 <u>4.00%</u> Includes \$2100.00 | 01-01-08 <u>4.00%</u> Increase \$100.00 to \$2200.00 |
|---|-------------------------|-------------------------|--------------------------|---|---|
| Firefighter 5 th .Yr. Haz Mat/other assignments | \$65,863.09 | \$68,498.26 | \$71,238.19 | \$76,271.72 | \$79,332.59 |
| Firefighter 4 th .Yr. Haz Mat/other assignments | \$62,620.96 | \$65,125.96 | \$67,730.83 | \$72,624.10 | \$75,633.03 |
| Firefighter 3 rd .Yr. Haz Mat/other assignments | \$59,378.24 | \$61,753.37 | \$64,223.50 | \$68,976.44 | \$71,839.50 |
| Firefighter 2 nd .Yr. Haz Mat/other assignments | \$48,074.44 | \$49,997.42 | \$51,997.32 | \$56,261.21 | \$58,615.66 |
| Firefighter 1 st .Yr. Haz Mat/other assignments | \$36,771.23 | \$38,242.08 | \$39,771.76 | \$43,546.63 | \$45,392.45 |

| <u>Title</u> | 01-01-04 <u>4.0%</u> | 01-01-05 <u>4.0%</u> | 01-01-06 <u>4.00%</u> | 01-01-07 <u>4.00%</u> | 01-01-08 <u>4.00%</u> |
|----------------------------------|-------------------------|-------------------------|--------------------------|--------------------------|--------------------------|
| Firefighter 5 th .Yr. | \$65,863.09 | \$68,498.26 | \$71,238.19 | \$74,087.71 | \$77,051.23 |
| Firefighter 4 th .Yr. | \$62,620.96 | \$65,125.96 | \$67,730.83 | \$70,440.06 | \$73,257.66 |
| Firefighter 3 rd .Yr. | \$59,378.24 | \$61,753.37 | \$64,223.50 | \$66,792.44 | \$69,464.14 |
| Firefighter 2 nd .Yr. | \$48,074.44 | \$49,997.42 | \$51,997.32 | \$54,077.21 | \$56,240.30 |
| Firefighter 1 st .Yr. | \$36,771.23 | \$38,242.08 | \$39,771.76 | \$41,362.63 | \$43,017.13 |

2. New Hire Wage Rate: Effective January 1, 2000 shall be \$25,000, any new hire shall be considered to be a firefighter assigned within the department on in-service training. Upon completion of 6 months they shall advance to the first year wage rate.

A. Except as provided in Paragraph D, salary for the purpose of this shall be the highest salary that a fireman is duly and properly authorized to receive at the beginning of each calendar year.

B. No increases will be effective for employees appointed after June 6, 1983 of this Agreement in the first year after their employment. Such employees will remain at the starting salary for a one-year period, with increase in salary and benefits to be effective on anniversary date of their employment. Employees hired after January 1, 2000 shall be under the New Hire rule as set forth in section 2 above.

C. In the absence of the Captain in charge of a shift for any reason, the Township shall exercise its management prerogative and select another individual to assume command as shift commander. As of January 1, 2000 said shift commander shall be compensated at the rate of \$6.00 per hour for any period of command involving not less than one (1) hour. Said compensation shall be paid in addition to the regular compensation provided herein. All said compensation shall be authorized and approved for pay by the Deputy Fire Chief prior to disbursement.

D. All employees of the Fire Department covered by this Agreement shall be entitled to and be paid longevity pay, in addition to his/her salary, computed according to the following schedule:

| <u>Years of Completed Service</u> | <u>% of Base Salary</u> |
|---|-------------------------|
| Jan 1st of the year of completion of five (5) years | 2% |
| Jan 1st of the year of completion of ten (10) years | 4% |
| Jan 1st of the year of completion of fifteen (15) years | 6% |
| Jan 1st of the year of completion of twenty (20) years | 8% |
| Jan 1st of the year of completion of twenty-four (24) years | 10% |

FOR EMPLOYEES HIRED AFTER JUNE 6, 1983:

| <u>Years of Completed Service</u> | <u>% of Base Salary</u> |
|---|-------------------------|
| Upon the anniversary date of completion of five (5) years | 2% |
| Upon the anniversary date of completion of ten (10) years | 4% |
| Upon the anniversary date of completion of fifteen (15) years | 6% |
| Upon the anniversary date of completion of twenty (20) years | 8% |
| Upon the anniversary date of completion of twenty-four (24) years | 10% |

E. Whenever a shift is operating with one (1) Captain and three (3) firemen on duty as minimum manning, and the Captain calling in sick makes the shift short, the Acting Captain at the time shall try to contact another Captain for overtime before calling in a fireman.

F. Fire Prevention Bureau Differential

During the absence of the Fire Subcode Official for three (3) or more days consecutively, the next senior Qualified Firefighter assigned to the Fire Prevention Bureau shall be compensated at the same rate as acting Captain for the additional duties assumed. The following criteria must also be met:

1. DCA License Fire Protection R.C.S.
2. DCA Fire Protection Subcode
3. B.F.S. Fire Inspector/Fire Official
4. Full Time assignment to Fire Prevention Bureau

F-a. He shall be compensated with a \$2000.00 stipend per year as of January 1, 2003 (Assumed duties include: Code Enforcement Inspections, Telephone system problems, approval of permits, and office directions for secretary),

G. Stipend for any firefighter assigned to Fire Prevention as of January 1, 1998 (excluding senior firefighter assigned) of Seven Hundred Fifty Dollars (\$750.00) annually.

H. Hazardous Material Responder Differential - Day Shift

The Firefighter assigned to the position of Hazardous Materials Responder on the Day Shift shall perform the following duties and will be compensated with a \$1000.00 stipend per year as of January 1, 2003. The stipend shall be \$1200.00 as of December 31, 2003.

1. Shall when on duty respond and fulfill the duties of the County Environmental Health Act Emergency Responder at emergency scenes.
2. Filing of Haz Mat Incident Reports, Adminstrating required Medical monitoring, Overtime Records and any other pertinent paperwork involving the Haz Mat Team.
3. Billing the responsible party for equipment and manpower used during the incident. Completion of spill fund compensation paperwork if necessary.
4. Coordinating and maintaining the equipment inventory of the CEHA response teams and the Nutley Fire Department HAZMAT Team.
5. When needed, to perform fire inspections.
6. To perform any other Fire Department duties as directed by the Deputy Fire Chief.

The following criteria must be met:

- 1 - Successful completion of Firefighter 1.
2. Successful completion of HazMat Awareness, HazMat Operational (Firefighter Version), HazMat Technician (NJSP Program).
3. Fire Inspector's license.

The Town agrees to provide any training needed to a firefighter newly assigned to this position.

ARTICLE VI OVERTIME AND HOURS OF WORK

A. Overtime shall be paid for all work performed in excess of the workweek at the rate of one and one half (1 ½) times the computed hourly rate. Permanent full time employees shall not be paid overtime until said employee shall have worked the regularly scheduled shift.

- B. Overtime work will be kept to a minimum, except in cases of emergency, where every attempt will be made to contact the Deputy Fire Chief in advance of overtime being authorized. The reasons for the granting of overtime shall be noted on the overtime sheet and certified by the Deputy Fire Chief.
- B. The workweek for bargaining unit employees who perform firefighting duties shall be an average of not more than forty-two (42) hours computed over a period of one (1) fiscal year. The work schedule shall consist of a 24/72-hour work schedule. The day shall consist of a 24-hour work period from 0700 hours to 0700 hours the following day.
- C. Notwithstanding the above provision. Effective upon the execution of this agreement all firefighters overtime pay rate shall be based on 80 hours per pay period.
- D. D. Subject to a maximum accumulation of 150 hours, firefighters shall, when there is mutual agreement with the Deputy Fire Chief, have the option of selecting compensatory time in lieu of Paid Compensation. All Compensation in excess of 150 hours shall be paid.
- E. Fire Alarm Bureau and Fire Prevention Bureau - Personnel assigned to the above will work an eight and one-half (8 1/2) hour day, Monday through Friday excluding Township recognized holidays.
- E-1. The Haz Mat shift shall work a shift not greater than 42 hours which may be adjusted to alternate types of shifts. This shall be an average of not more than forty-two (42) hours computed over a period of one (1) fiscal year.
- F. In the event any employee is ordered in to work during other than regularly scheduled hours, he shall be paid at the rate of time and one half (1 ½), for a guaranteed minimum of two (2) hours or for all hours worked, whichever is greater. The Township shall reserve the right to retain the employee for the whole period of compensation
- G. Compensation for any training deemed mandatory, or any training at which the Deputy Chief Requests attendance shall be contingent upon its successful completion. Compensation is to include mileage, at current federal Government rate, if a town car is not provided, reimbursement for tolls, fees, books or any equipment required for course and pertinent out of pocket expenses Including meals.

a. Elective training by a firefighter to be considered non-mandatory shall adhere to the following. The Department shall pay for the elected course and allow time off when on duty with out loss of pay for the course, but no additional compensation shall be given.

H. Upon retirement, all employees who have more than 150 hours of compensatory time shall be paid a lump sum up to 150 hours. All hours above that must be used before the employee retires

I. A newly appointed firefighter must complete Firefighter I before he will be advanced in range of pay. It is the Township's responsibility to enroll the firefighter in a class. His/her pay raise and increment will not be held up if they are not able to get into a class or if they are currently enrolled.

J. At retirement time, all employees who have compensatory time due, must use the time consecutively. Ten (10) hour days and fourteen (14) hour nights, before they start to use other time off they are due.

K. The department will create an overtime-rotational list. The list shall be created and utilized for the purposes of recall. The duty Captains will be responsible for filing out the overtime roster that will be in a book in the duty Captains office and supplied by the Department. This list shall not be used to cover overtime if a member calls in sick, that shall be continued as in the past with the off going shift providing coverage using the shift specific list. This list shall be utilized for the following situations.

1. Overtime to cover Hazardous Material response of on duty personnel.
2. Overtime to cover Confined Space Rescue response of on duty personnel.
3. Overtime to cover Mutual Aid fire response of Headquarters apparatus if manpower is needed in Nutley.
4. Activation of Overtime due to State of Emergency.

L. A separate department wide rotational overtime list shall be created and utilized for the purposes of outside fire prevention activities. This list shall be utilized for any Outside Duty assignment that requires the presence of a Fire Inspector. To be eligible a member must be certified NJ Division of Fire Safety Inspector and perform inspection while on duty for the fire prevention bureau as requested. All certified inspectors shall be eligible if they choose to be included. The Fire Prevention personnel shall have priority on all outside activities requiring a licensed inspector. The Hourly rates for mandatory extra duty assignments shall be at a rate of time and one-half in accordance with the Annual salary Ordinance.

ARTICLE VII
VACATIONS

1. 0-1 year – 1 day for each month of service
2. Completion of one (1) year through the completion of ten (10) years 15 workdays
3. Beginning (11) years through the completion of fifteen (15) years 20 workdays
4. Beginning (16) years plus 25 work days

A. Vacations shall be workdays selected pursuant to Chapter 7 of the Fire Department rules and regulations. All firefighters hired before June 6, 1983 will receive their vacation increment on January 1st of the year of their anniversary for that increment. All firefighters hired after June 6, 1983 will be awarded their increment on the date of their anniversary.

B. Any employee who is on a leave of absence (except work incurred injury leave or workmen's compensation) shall have his/her vacation leave for the year prorated for the time absent.

C. Changes in the scheduling of vacations will not be permitted without the prior approval of the Deputy Fire Chief.

D. If, for any reason, any employee's vacation is canceled or not taken as scheduled, the vacation shall be rescheduled.

E. Any employee of the Fire Department who is entitled vacation leave at the time of retirement or resignation shall receive one day's pay for each day of such leave. If an employee is entitled to vacation leave at the time of his death, his widow, or if there is no widow, his other next of kin, shall receive vacation Pay on the same basis as that to which the employee is entitled for vacation leave due at the time of retirement or resignation.

F. Revocation of approved time off by the Township will be done in writing in the person of only the Director or Deputy Fire Chief, only after all other possible solutions to solve the emergency manpower problems or situation have been examined and considered.

G. A request for a day off will supersede a request for hours off, however, if the hours request is first, he/she will have the opportunity to change to a day off request. This being outside of the regular vacation picks.

H. Vacations shall be worked as follows: Shift firefighters one-day shift (10 hours) or one night shift fourteen (14) hours.

ARTICLE VIII WORK INCURRED INJURY

A. Employees who are injured, whether slightly or severely, while working, must make an immediate report within twenty-four (24) hours thereof to the Deputy Fire Chief or his/her designated representative.

B. Employees may not return to work without a certification from the Township Physician that he/she is capable of returning to work at employer's expense

C. Any employee who is injured while acting in the performance of his duty, or while on duty, or who becomes ill as a direct result of his/her employment, shall receive full pay, less the workmen's compensation temporary disability payments to which he/she is entitled during the period of their absence from employment for up to one (1) year.

ARTICLE IX DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues from the Association. Such deductions shall be made in compliance with Chapter 123, Public Law of 1974, N.J.S.A. (R.S. 52:14-15.9) as amended.

B. A check-off shall commence for each employee who signs a property dated authorization card, supplied by the Association and verified by the Township Treasurer during the month following the filing of such card with the Township.

C. If during the life of this Agreement there shall be any change in the rate of membership dues or agency fee, the Association shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk. The filing of notice withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 51:14-15.e as amended.

F. Notification - Prior to March 1 of each year, the FMBA will submit to the Township a list of those employees who have either become members of the FMBA for the then current membership year nor paid directly to the FMBA the full amount of the representation fee for the membership year. The Township will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the FMBA.

G. The Association shall indemnify, defend and save the Township 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 Township in reliance upon salary deduction authorization cards as furnished by the Association to the Township, 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.

ARTICLE X FUNERAL LEAVE

A In the event of death in the employee's immediate family, the employee shall be granted the four (4) calendar days off without loss of pay commencing with the day of death, or the day of the funeral. The Director of Public Safety may authorize 2 additional calendar days for extenuating circumstances without the use of sick time as in section F.

B. The "immediate family" shall include only spouse, child, brother, sister, parents, grandparents, step-brother, step-sister, corresponding step-relatives and the aforementioned individuals of the spouse's family.

C. In addition to immediate family as described in section B. The Township shall grant one-day leave without loss of pay to attend a funeral for aunt, uncle, or other relative at discretion of the Director of Public Safety.

D. Reasonable verification of the event may be required by the Township.

E. Such bereavement leave is not in addition to any holiday, day off, vacation leave or compensatory time off falling within the time of the bereavement.

F. Upon a showing of special circumstances or hardship, the Director of Public Safety shall have the option of extending bereavement leave beyond the degree of affinity as set forth in Section B & C above, and may, in these circumstances, authorize the use of sick time to extend the duration of the leave.

ARTICLE XI INSURANCE

A. The Township shall provide a dental plan, hospitalization insurance coverage and major medical insurance in effect at the end of 1986. Such dental costs shall not exceed one and one-half (1 ½%) percent of salary costs for all personnel covered by this contract. Any difference in cost between an HMO and the Township insurance coverage shall be borne by the individual employee.

B. The Township shall provide for hospital and medical insurance, inclusive of major medical, for all employees and their families at no cost to the employee. The benefit coverage shall be the same as previously provided under the New Jersey State Health Benefits program. There will be no reductions in any benefits or coverage presently in effect. The Township shall provide for hospital and medical insurance for all retirees and their spouses, excluding employees who elect deferred retirement, for the life of the retirees.

C. Effective January 1, 1987, all future retirees within the meaning of the Police and Firemen's Act shall receive a full family dental plan up until age 65 or eligibility for Medicare ensues.

D. Benefits provided under Sections B and C of this Article shall not apply to any employee electing to receive a deferred retirement.

ARTICLE XII
HOLIDAYS DAYS

- A. All employees shall receive pay for, in lieu of, fourteen (14) paid holidays. The Township Commission shall designate the holidays annually.
- B. Employees mutually agreeing to work a "5 and 2" schedule shall be entitled to time off for each of the recognized holidays. Such time off may not necessarily be afforded of the actual day of the holidays as employees may be required to make adjustments due to operational necessities.
- F. There will be one (1) TDO (Town Day Off) each year, to be used by shift personnel only, per normal manning guidelines. The TDO must be used during the time period from November 1st through and including January 1st.

ARTICLE XIII
MILITARY LEAVE

- A. Any full time employee who is a member of the National Guard, naval militia, Air National Guard or a Reserve component of any of the armed forces of the United States and is required to engage in field training shall be granted a military leave of absence with pay for the period of such training as is authorized by law. This paid leave of absence shall be in addition to his vacation.
- B. If the amount of pay the employee receives from the federal or state government for temporary training duty (a period not to exceed fifteen (15) consecutive calendar days of training) is less than the base compensation, which he would have received for the same period he shall be paid the differences by the Township. All eligible employees are required to submit a copy of their military pay voucher before the Township is required to comply with this provision.

C. When an employee not on probation has been called to active duty or inducted into the military or naval forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all employee benefits shall cease. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he reports for duty with the Township within sixty (60) days following his honorable discharge from the military service and provided he has not voluntarily extended the length of his military service.

D. If the military service occurs during a time of war, reinstatement will be allowed up to six (6) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to six (6) months following his recovery so long as the recovery occurs within two (2) years from the date of discharge.

E. Active duty shall mean more than fifteen (15) days service.

ARTICLE XIV LEAVE OF ABSENCE

A. Any employee may request a leave of absence without pay, not to exceed six (6) months, by submitting in writing all facts hearing on the request to the Deputy Fire Chief, who will append his recommendations and forward request to the Director of Public Safety. The Director of Public Safety will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for extension of time shall be at the discretion of the Director of Public Safety. Such leave of absence shall not be deemed to be part of the term of employment.

B. Seniority shall consist of the uninterrupted length of accumulated service of each employee. An employee's length of service shall not be reduced by the time lost due to sick or injury leave or authorized leave of absence.

C. Any employee may, with the discretionary approval of the Deputy Fire Chief, be granted special leave with pay, for any days, which he is able to secure another regular employee to work in his place, provided:

- 1) Such substitution does not impose any additional expense on the Township.
- 2) Such substitute shall be a member of the paid Uniform Fire Department.
- 3) The Officer in charge is notified in writing not less than three work days prior to its becoming effective, except in the case of emergency, request may be made by telephone with the approval of the Deputy Fire Chief or his/her designees.
- 4) The Officer in charge of the tour on which the substitution is to take place is notified of the substitution as soon as practicable.
- 5) Such substitution shall be of equal rank.

ARTICLE XV
PROBATIONARY PERIOD

- A. All employees hired during the term of this Agreement shall serve a probationary period of one (1) year from the date of hire. During this probationary period, the Township reserves the right to discharge a probationary employee for any reason. An employee if discharged shall not have recourse through the grievance procedure set forth in this Agreement.

ARTICLE XVI
SEPARABILITY AND SAVINGS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to Federal or State law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVII
BULLETIN BOARDS

The FMBA will have use of one bulletin board in the firehouse for the purpose of posting notices concerning FMBA business. Nothing contained herein shall permit utilization of bulletin boards for derogatory posting.

ARTICLE XVIII
PERSONAL DAYS

1. Employees covered under this Agreement shall be allowed four (4) days of personal business leave. Such leave shall be non-cumulative. (Except as stated in Section 5 below). Such requests will be granted, manpower permitting, by the Deputy Fire Chief or his designee.
2. The employee must give at least twenty-four (24) hours notice prior to utilization of such days.
3. Employees hired after January 1, 1987 shall enjoy the following personal days schedule:
 - A. 0 to completion of one (1) year 0 days
 - B. One (1) year to completion of three (3) years 1 day
 - C. Three (3) years to completion of five (5) years 2 days
 - D. The number of personal days shall be increased to four (4) days after the completion of five (5) years of services.
4. One (1) unused personal day, that has been denied, shall be carried over to the following year provided that such day be used within the first ninety (90) days or be forfeited. However, if a carried over personal day is denied during the ninety (90) day period the period for use of such day shall be extended ninety (90) days from the date of denial and such ninety (90) days period shall be extended as many times as necessary in the event of further denials.
5. The shift supervisor (Captain or Acting Captain) shall have the discretionary ability to provide a member with the use of a Personal Day or up to 14 hours compensatory time. These shall not be used in conjunction with each other and shall only be for 1 shift. This shall only be allowed when the Deputy Chief is unavailable and does not affect the minimum manning rule of 5. A Request form must still be completed and submitted. The supervisor shall be held responsible for any manpower shortages that occur when they have allowed a Personal day or compensatory time as stated above with their authorization.
6. One entire 24-hour shift off duty personal time will constitute the use of (2) personal days from the current allotment.

ARTICLE XIX
DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Township or by any of its agents against the Association or against the employees represented by the Association because of membership or non-membership or activity or non-activity in the Association Nor shall the Township discriminate in favor of, or assist, any other labor or fire organization which in any way affects the Association's rights as certified representative for the period during which the Association remains the certified representative of the employees. Neither the Township nor the Association shall discriminate against any employee because of race, color, religion, creed, sex, political affiliation, age or national origin. The Township will cooperate with the Association with respect to all reasonable requests concerning the Association's responsibilities as certified representative.

ARTICLE XX
UNIFORMS AND EQUIPMENT

A. Effective January 1, 2003, the Township shall voucher system a \$625.00 clothing allowance and a maintenance allowance. The employer will select the vendor.

B. Effective January 1st. of 2004 the member shall be entitled to annual uniform maintenance of (\$625.00). Effective January 1st. of 2005 the member shall be entitled to annual uniform maintenance of (\$675.00). Effective January 1st. of 2006 the member shall be entitled to annual uniform maintenance of (\$725.00). Effective January 1st. of 2007 the member shall be entitled to annual uniform maintenance of (\$775.00). Effective January 1st. of 2008 the member shall be entitled to annual uniform maintenance of (\$825.00).The Township shall issue a check to the employee by the 1st. pay period after the first commission meeting upon adoption of the township annual budget. Any member retiring during the year shall have earned the full amount on January 1 and shall be compensated the same.

C. In addition to the aforementioned clothing account and maintenance allowance, each employee shall be entitled to be reimbursed the replacement costs of any clothing or apparel damaged or destroyed while employed in his capacity as a firefighter provided it is reported to the Deputy Chief in writing within (48) hours of occurrence. Replacement costs shall not apply in any instance wherein employee negligence contributed to the destruction of said clothing apparel, nor shall it apply to items of personnel jewelry, excepting wristwatches, which shall be covered to a maximum of \$75.00 per occurrence. Prescription eyeglasses shall be covered to a maximum of \$250.00 per occurrence.

D. Clothing allowance money shall be expended between April 1st and October 31st with the unexpended funds reverting to the Township at the end of each calendar year.

ARTICLE XXI PERSONNEL FILE

A. Derogatory Material

No derogatory material concerning an employee's conduct service or character shall be placed in his personnel file unless the employee has been given an opportunity to review the material. The employee shall acknowledge that he has been given the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature does not necessarily indicate agreement with the contents thereof. The employee shall also have the right within five (5) calendar days of such opportunity to submit a written response to such material for attachment to the file copies as part of the permanent record or he shall waive such right.

B. Personnel File

Each employee shall have the right, upon request of the Deputy Fire Chief and at a scheduled appointment time to review the contents of his/her personnel file. Each employee shall be entitled to have a representative of the FMBA accompany him during such review. The employee may receive a copy of any material at the time of review.

ARTICLE XXII SICK LEAVE

A. Number of Days

An employee is entitled to one day's leave pay for each month of service during the first year. Thereafter, fifteen days of paid sick leave shall be granted each year.

B. Accumulation of Sick Leave

Sick leave shall accumulate during each employee's tenure.

C. Use of Sick Leave

An employee for personal illness or when a member of his immediate Family and household is seriously ill requiring the care or attendance of such employee may use sick leave. Sick leave may also be used by an employee at the birth of his child, in addition to Article XXXI of this contract, provided however that sick leave on each such occasion shall be limited to no more than three (3) days and provided that the employee has accumulated such time. Any employee using sickness in family is restricted to his home or such other place as may be permitted by the Deputy Fire Chief and the Director, provided that the superior Officer on an employee's tour of duty may permit an employee to leave his home for good cause if prior permission is requested; in addition, the Director and Deputy Fire Chief may give permission to permanently relax the restriction to home for good cause and under circumstances which warrant a permanent relaxation.

D. Physician's Certificate

Sick leave may not be used unless the Township Physician certifies that it is necessary. The employee shall be required to be examined by the Township Physician or to produce a certificate from a physician at his own expense.

E. The rules and regulations concerning sick leave are hereby incorporated herein.

G. Pursuant to Article III, Chapter 45-10 and 11 of the Code of the Township of Nutley, members of the Department who are eligible for retirement shall be granted a paid sick leave of absence, in lieu of accumulated unused sick time. Payment for such leave may be made in one lump sum upon retirement up to fifteen (15) pay periods per year provided the employee has accumulated fifteen (15) pay periods of sick time. This shall increase effective January 1, 2000 to sixteen (16) pay periods per year provided the employee has accumulated sixteen (16) pay periods of sick time. Payments shall be at the same bi-weekly salary the employee was receiving at the end of his period of service

G. The term "retirement" as used in Section "F" of this Article shall not include "deferred retirement" and no such benefits shall be paid to any employee electing to receive a deferred retirement.

H. During sickness or permitted sick leaves, as herein provided, pay shall be at full rate. Thereafter, pay shall cease unless the Director of Public Safety and the Board of Commissioners, by resolution, shall grant a leave of absence with pay to such member of the Department for the balance of the period of such sickness where such sickness shall be evidenced by the certificate of the Township Physician provided however, that such leave of absence together with permitted sick leave of such a member shall not exceed one year commencing from date of the occurrence of such illness or body injury.

I. Effective January 1 1991, employees opting to receive payment for accumulated sick time must notify the Township in writing of his/her intention in the preceding calendar year. Failure to provide such notification to the Township shall result in any such payment being deferred until the first pay period following adoption of the Municipal budget in the following year.

J. Employees that do not use any sick time in a six month period, shall be awarded an additional personal day off (PDO) to be taken in the succeeding six month period. The employee through submission of written documentation to the Deputy Fire Chief setting forth the qualifying time period shall establish eligibility for this benefit. All such documentation must be received within 30 days of the eligibility period. Failure to comply with this requirement will result in a waiver of the benefit.

K. If an employee is entitled to sick time/sick leave or has not yet been paid for accumulated unused sick time at the time of his/her death, his/her widow/widower, or if there is not spouse, his next of kin shall receive payment on the same basis as that to which the employee is entitled to at the time of retirement or resignation.

L. On entire 24-hour shift off duty sick time will constitute the use of (2) sick days from the current allotment.

ARTICLE XXIII
FMBA NEGOTIATING COMMITTEE- ITS RIGHTS AND DUTIES

A. There shall be four members of the FMBA negotiating committee. These members shall be granted leave from duty with full pay for all meetings between the Township and the FMBA for the purpose of negotiating the terms of an Agreement.

B. There shall be two members of the FMBA Grievance Committee granted from duty with full pay for all meetings between the Township and the for the purpose of processing grievances.

C. The President and the Executive Delegate of the FMBA shall be granted leave from duty with full pay for all membership meetings of the FMBA when such meetings take place at a time when such officer is scheduled to be on duty, provided that said delegate gives reasonable notice to the Deputy Fire Chief. The Employer has no obligation to pay for an off duty firefighter to attend meetings covered by this section.

AN ACT concerning paid leave for certain police and firefighters who attend conventions and amending N.J.S.11A:6-10 and P.L.1977, c.347.

BE IT ENACTED *by the Senate and General Assembly of the State of New Jersey*:

1. N.J.S.A 11A: 6-10 is amended to read as follows:

Leaves of absence for convention attendance.

1 IA: 6-10. A leave of absence with pay shall be given to employees who are duly authorized representatives of an employee organization defined as a "representative" in subsection e. of section 3 of P.L.1941, c.100 (C.34: 13A-3) and affiliated with the New Jersey Policemen's Benevolent Association, Inc., Fraternal Order of Police, Firemen's Mutual Benevolent Association, Inc. or the Professional Fire Fighters Association of New Jersey to attend any State or national convention of the organization, provided, however, that no more than 10 percent of the employee organization's membership shall be permitted such a leave of absence with pay, except that no less than two and no more than 10 authorized representatives shall be entitled to such leave, unless more than 10 authorized representatives are permitted such a leave of absence pursuant to a collective bargaining agreement negotiated by the employer and the representatives of the employee organization, and for employee organizations with more than 5,000 members, a maximum of 25 authorized representatives shall be entitled to such leave. The leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for travel to and from the convention, provided that such leave shall be for no more than seven days. The representative so attending shall upon request, submit a certificate of attendance at the convention.

2. Section 1 of P.L.1977, c.347 (C.40A: 14-177) is amended to read as follows:

C.40A: 14~ 177 Attendance at State, national convention of certain organizations.

I. The heads of the county offices of the several counties and the head of every department, bureau and office in the government of the various municipalities shall give a leave of absence with pay to persons in the service of the county or municipality who are duly authorized representatives of an employee organization as defined in subsection e. of section 3 of P.L. 1941, c.100 (C.34: 13A-3) and affiliated with the New Jersey State Policemen's Benevolent Association, Inc., Fraternal Order of Police, Firemen's Mutual Benevolent Association, Inc. or Professional Fire Fighters Association of New Jersey to attend any State or national convention of such organization, provided, however, that no more than 10 percent of the employee organization's membership shall be permitted such a leave of absence with pay, except that no less than two and no more than 10 authorized representatives shall be entitled to such leave, unless more than 10 authorized representatives are permitted such a leave of absence pursuant to a collective bargaining agreement negotiated by the employer and the representatives of the employee organization and for employee organizations with more than 5000 members, a maximum of 25 authorized representatives shall be entitled to such, leave.

The representative so attending shall upon request, submit a certificate of attendance to the State convention. "

Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention, provided that such leave shall be for no more than seven days.

- H. The number of FMBA delegates shall be rounded up after computing the percentage as set forth in section D above.
- I. The FMBA must notify the Deputy Fire Chief thirty (30) days in advance of the Convention and whom will be attending.
- J. A member of the local elected to an executive office of the state FMBA or appointed to a state FMBA Committee Chairmanship of the FMBA shall be at the discretion of the Director of Public Safety with a written time slip and be granted leave from duty with full pay to attend union business.

RETENTION OF BENEFITS

A. The Township agrees that all benefits, terms and conditions of employment not covered by this Agreement and relating to the status of FMBA members shall be maintained of not less than the highest standards in effect at the time of the commencement of collective negotiations leading to the execution of the Agreement.

B. In order for a past practice to be binding upon the parties, it must be a practice, which is clearly stated and acted upon; and it must be a practice, which is readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties.

ARTICLE XXV OUTSIDE EMPLOYMENT AND ACIIVLTIES

A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while Off-duty subject to limitation of this Agreement and statute.

B. It is understood that the full-time firefighters will consider their position with the Township as their primary employment. Any regular outside employment or activity must not interfere with the employee's efficiency in his position with the Township and must not constitute any conflict of interest.

C. If the Township suspects abuse of outside employment (i.e., while on sick leave) then the employer retains the right to verify outside employment and appropriate disciplinary action.

ARTICLE XXVI REPRESENTATION FEE

A. Representation Fee

If an employee does not become a member of the FMBA during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the FMBA for that membership year. This fee shall be the maximum allowed by law.

B. Procedures

1. Notification: Prior to March 1 of each year, the FMBA will submit to the Township a list of those employees who have neither become members of the FMBA for the then current membership year nor paid directly to the FMBA the full amount of the representation fee for the membership year. The Township will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the FMBA.

2. Payroll Deduction Schedule: The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

a) 10 days after receipt of the aforesaid list by the Township; or

b) 30 days after the employee begins his employment in a bargaining unit position.

3. Termination of Employment: If an employee who is required to pay a representation fee terminates his employment with the Township before the FMBA has received the full amount of the representation fee to which it is entitled under this Article, the Township will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics of Deduction and Transmission of Fees: Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the FMBA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the FMBA.

5. Changes: The FMBA will notify the Township in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee and such changes will be reflected in any deductions made more than 10 days after the Township receives said notice.

6. New Employees: On or about the last day of each month, beginning with the month this Agreement becomes effective, the Township will submit to the FMBA a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles, and date of employment for all such employees.

7. Indemnification of Employer: The FMBA agrees that it will indemnify and save harmless the Township against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Township at the request of the FMBA under this Article.

ARTICLE XXVII FIRE PATROL DUTY

The FMBA agrees to participate in the Fire Patrol Program.

ARTICLE XVIII LEGAL COUNSEL

A. During the term of this Agreement, there may arise instances where the Township provides, at the Township's expense, legal counsel for the defense of a member(s) of the Firemen's Mutual Benevolent Association Local 44, in accordance with the provisions of N.J.SA 40A: 14-155 in any such instance, the Township agrees to furnish to the FMBA Local 44, or the member(s) thereof involved, a list of attorneys approved by the Township to defend such member(s). The member(s) of the FMBA Local 44 bargaining unit involved shall have the option of selecting from such list the attorney who shall provide his/her or their defense. During the term of this Agreement, the Township agrees to add to such list any additional list of attorneys, who shall agree to accept and be bound by the criteria covering compensation as established by the Township for inclusion on such list. Said criteria covering compensation shall not be reduced during the term of this Agreement.

B. Court Time.

1. Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which an employee covered under this agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other courts or administrative bodies on departmental related matters.
2. All such required court time shall be considered as overtime and shall be compensated at time and one-half (1 1/2). Overtime will be paid for off-duty court time.
3. When an employee covered under this Agreement 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; provided however, that such travel time shall be computed between the Employer's Fire Department headquarters and the pertinent court of administrative body.
4. The amount of overtime to which an employee may be entitled under this article shall be the actual time required, including waiting time in court or administrative body together with any applicable travel time; provided, however, that the employee's entitlement to overtime under this article shall not be less than two (2) hours of overtime pay.
5. Jury Duty. Personnel on shift work when called for jury duty will give as much notice as possible to the Fire department and will be assigned to days for the period of their jury duty; This will include all forms of court duty. Examples; county, state and federal jury duty; regular court jury and Grand jury duty.

ARTICLE XXIX
HAZARDOUS MATERIALS

A. All firefighters on duty or off duty responding as part of the "Nutley Fire Department Hazardous Materials Team or as part of the County Environmental Health Act (CEHA), or any other agency which may at anytime undertake the management of such programs, will be entitled to all rights, benefits and coverage provided by this contract and the laws of the State of New Jersey and the United States of America.

B. Membership on the "Nutley Fire Department Hazardous Materials Team" will be open to all members of the Nutley Fire Department as will be "Haz Mat Training". Continuing membership on the team shall be contingent on training that is required for Haz Mat Team members as per State and Federal Regulations. Membership will also be contingent on mandates such as baseline physicals.

C. Haz Mat Team participation while off duty shall be voluntary, not to include CEHA Crews or compensated team members. Activated personnel will be compensated as in Section E. Firefighters who are not Crewmembers or Active Team members may not operate above the operational level as per State and Federal Guidelines. Any firefighters that choose not to have active Haz Mat Team status shall be considered only at the operational level.

D. Membership on the "CEHA CREW" will also be open to all members of the Nutley Fire Department as well as the training. Membership on the "CEHA CREWS" will be voluntary and severable by the member at anytime. The last 10 Firefighters hired after 1/1/2001 shall be required to remain active on the Hazardous Material unit and as a "CEHA CREW" member. They shall remain active until they are no longer in the last 10-hired category. Crewmembers must be technician level trained and meet the requirements set by law for team members, as well as requirements that are set by the department. Entry onto CEHA crews is contingent upon 6 months of active Haz Mat Team participation. CEHA crewmembers will be eligible for standby compensation having 10 months of active service as a crewmember within one (1) calendar year. The ten- (10) month requirements shall not take effect until the 1997 calendar year a crewmember starting during or after the 1997 calendar year will begin at the previous year's compensation.

E. All Haz Mat Team members and CEHA crewmembers covered by this contract shall receive any overtime at a time and a half rate. Any team or crewmember that has a time and half rate less than \$35.00 per hour shall be compensated at a rate of \$35.00 per hour.

F. The 2003 CEHA crewmember stipend shall be \$1200.00 and 60 hours compensation time, which is to be used within 12 months. The 2003 stipend shall be issued in a separate stipend check. Eligible Crewmembers residing outside of the Township shall receive the same stipend. The crewmember stipend shall be \$1800.00 as of June 30, 2004, \$1800.00 as of January 2005, \$1800 as of January 2006, \$2100.00 as of January 2007 and \$2200.00 as of January 2008.

The Stipends as of January 1, 2004 shall be included in that member's annual salary. The Stipends as of January 1, 2007 shall be included in that member's Base annual salary. All crewmembers shall receive their 60 hours compensation time (to be issued as follows: 20 hours in January, 20 hours in May and 20 Hours in September), which is to be used in the same calendar year. A percentage of the stipend shall be dependent on compliance with section H of this article.

G. If at anytime on duty firefighters from shift are involved in a Haz Mat incident and the on duty shift becomes less than 5 firefighters, overtime is to be hired to bring the shift back up to the compliment that it was prior to the incident. At anytime the Deputy Fire Chief may modify this and bring the shift back up to the original compliment or a maximum of seven.

H. A list of requirements for Haz Mat Team personnel, as well as the CEHA crew responders, shall be as follows:

1. Attendance at 4 of 6 scheduled drills (drill dates to be scheduled and announced by January 31 of each year for the year. The suit and meter recert in sections 2 and 3 below are not included in the 6 drills for this section.)
2. Re-certification on Suit use
3. Re-certification on Meter use
4. Annual physical exam and blood chemistry as required

I. The Deputy Fire Chief shall have authority over any provisions of Article XXIX, Hazardous Materials that appears within this contract.

J. Non-Resident Haz Mat Team members. Firefighters who are non-resident of the Township may continue to serve as active team members. There will be two categories of non-resident team members.

a. Active team members who in the opinion of the Deputy Fire Chief reside within a reasonable response time from the Fire Department may serve as CEHA crewmembers. These members will be entitled to the same stipend as a non-resident CEHA responder.

b. Active team members who in the opinion of the Deputy Fire Chief do not reside within a reasonable response time from the Fire Department shall not be eligible to be a CEHA crewmember. Non-resident active team members who are ineligible for CEHA crew membership shall receive a minimum of \$450.00 for 2003, a minimum of \$600 for 2004, a minimum of \$600 for 2005, a minimum of \$600 for 2006, a minimum of \$700 for 2007, and a minimum of \$730 for 2008 as a stipend which will be added to their base salary as of January 2007. They shall receive a 33 1/3% of any compensation time as earned in section F. above. This program shall not be available to firefighters that reside within the Township.

.Any member who is a member of the Haz Mat Team and not on the CEHA Crew shall be eligible for the full Haz Mat stipend by providing the township with 24 hours of special duty time. The Township shall be able to use the special duty time for any activity the Haz Mat Unit performs. This shall also include the other language in reference to the CEHA Crew elsewhere in the contract. Examples of use include but are not limited to; participation in Township sponsored events, parades and special details. A minimum of one weeks notice shall be afforded to the member unless the one week notice is waived by the member. This program shall not be available to firefighters that reside within the Township.

Any member who is not a member of the CEHA Crew or Haz Mat Team shall be eligible for the stipend listed in (above) by providing the township with 40 hours of call back time. The Township shall be able to use the call back time for any activity the fire department is involved in except tour coverage. Examples of use include but are not limited to; participation in Township sponsored events, parades and special details. A minimum of one weeks notice shall be afforded to the member unless the one week notice is waived by the member.

K. In the absence of a Captain on a CEHA response and there are 6 or more Nutley HAZ MAT Technicians operating the senior firefighter responding shall be compensated as an acting Captain and receive additional hourly compensation as outlined in Article 5 Section 2C.

ARTICLE XXX
CONFINED SPACE RESCUE

- A. All firefighters on duty or off duty responding or operating as part of the "Nutley Fire Department Confined Space Rescue Team" will be entitled to all rights, benefits and coverage provided by this contract and the laws of the State of New Jersey and the United States of America.

- B. Application for Membership on the "Nutley Fire Department Confined Space Rescue Team" comprised of NVERS and Nutley DPW will be open to all members of the Nutley Fire Department, as will be "Confined Space Training". Continuing membership on the team shall be contingent on training that is required for Team members by the Fire Department as specified in section F.

- C. Confined Space Rescue Team participation while off duty. Activated personnel will be compensated at the overtime rate of time and one half, for all off duty responses.

- D. If at anytime on duty firefighters from shift are involved in a Confined Space Rescue and the on duty shift becomes less than 5 firefighters, overtime is to be hired to bring the shift back up to the compliment that it was prior to the incident. At anytime the Deputy Fire Chief may modify this and bring the shift back up to the original compliment or a maximum of seven.

- E. All Team members shall receive compensatory time for all required training.

- F. Confined Space Rescue Team training requirements:
 - 1. Participation in two of four practical training sessions per year (sessions to be held quarterly and announced a minimum of 6 weeks prior to session).
 - 2. Attendance at one of two classroom sessions per year. (Sessions to be announced a minimum of 30 days prior to session).

ARTICLE XXXI
(Delete)

ARTICLE XXXII
OUTSIDE ACTIVITIES

Whenever the Temperature outside reaches below 32 degrees Fahrenheit or above 90 degrees Fahrenheit all outside training and inspection activities shall be suspended. In addition whenever the wind chill reaches 30 degrees Fahrenheit all outside training and inspection activities shall be suspended. The Deputy Fire Chief or Fire Chief shall have final decision on canceling any training or inspections in relations to this section.

Any time outside training is cancelled some type of indoor training must be completed and any outdoor training that was canceled must be made up.

This section shall not apply to Fire prevention Bureau or the Hazardous Materials Unit.

ARTICLE XXXIII
STATE OF EMERGENCY

In the event a Statewide, Countywide or Municipal declaration of State of Emergency the manpower level of on duty personnel of the Nutley Fire Department shall be seven members assigned to Headquarters Company. This manpower shall not include day shift personnel or any member being utilized in an Office of Emergency Management role or position. This shall not in any way hinder the Township from hiring additional manpower above seven if the situation warrants.

ARTICLE XXXIV
DEATH OR SERIOUS INJURY

In the event of a line of duty death or serious injury to a member, the shift working may at the discretion of the Deputy Fire Chief be given leave for the balance of the shift and overtime will be used to cover the shift. Critical incident stress debriefing shall be made available to all members.

ARTICLE XXXV
CONTRACT

Each tour to be supplied a copy of the contract, at no cost to member or local.

ARTICLE XXXVI
EDUCATIONAL LEAVE FOR FIRE COURSES

The Township agrees to grant a member leave without loss of pay for fire and related courses that have had prior approval by the department or that the member has been ordered to attend. This section shall not include leave to attend college courses in fire science as part of a college degree program, or a program designed strictly to improve scoring on a promotional exam. A list of training programs shall be provided to the duty captains, as they become available.

1. Prior approval to attend the course has been granted by the department.
 2. Only one other member on the same tour has requested off, or the requesting member has secured a suitable replacement.
 3. There is no compelling reason to deny request.
- A. NJ Division of Fire Safety Certified Fire Inspector or Certified Fire Instructor shall receive time off for certification classes offered by the Division of Fire Safety.

ARTICLEXXXVII
Mutual Aid Protection

Provides that member is covered in full while responding to returning from or operating at a mutual aid assignment as if member were working in Nutley. This shall include but not be limited to Fire, Hazardous Materials, Confined Space or Emergency Medical assignments.

ARTICLE XXXVIII
Training Opportunities

A list of all available training programs shall be given to the tour commanders on a quarterly basis if there are course available that the department is intending to send firefighters too. The Deputy Fire Chief or the Fire Chief must approve members to attend this course.

ARTICLE XXXIX
Sick Leave Donation Program

The Township agrees to adopt a resolution as required to allow Fire Department Employees to donate accumulated sick time to another firefighter who is out of work due to illness or injury and used all of his or her available, sick, vacation, compensation and any other time available. Participation in the program shall be voluntary.

ARTICLE XXXX
FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During - the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

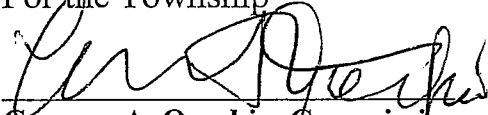
B. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXXXI
DURATION

This Agreement shall be in full force and effect as of January 1, 2004 and remain in effect to and including December 31, 2008 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice in writing, no sooner than one hundred fifty (150) days, but not later than sixty (60) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Township of Nutley, New Jersey, on this day of 8/9 2006.

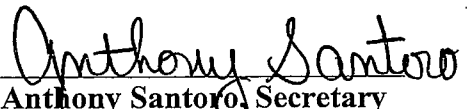
For the Township


Carmen A. Orechio, Commissioner

For the FMBA


Michael Nisivoccia, President

Date 8-9-06


Anthony Santoro, Secretary

Date 08-09-06