

AGREEMENT

BETWEEN

THE TOWNSHIP OF HILLSIDE

RECEIVED

DEC 18 2008

CLERK'S OFFICE

-AND-

LOCAL NO. 35  
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

---

JULY 1, 2007 THROUGH JUNE 30, 2012

---

Richard H. Bauch, Esq.  
BAUCH ZUCKER HATFIELD LLC  
871 Mountain Avenue  
Suite 200  
Springfield, New Jersey 07081  
(973) 376-4000  
Labor Attorneys for the  
Township of Hillside

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
	PREAMBLE .....	1
ARTICLE I	RECOGNITION AND AREAS OF RECOGNITION .....	1
ARTICLE II	FMBA RIGHTS AND DUTIES .....	3
ARTICLE III	HOURS OF WORK AND OVERTIME .....	6
ARTICLE IV	VACATIONS .....	10
ARTICLE V	BEREAVEMENT LEAVE .....	11
ARTICLE VI	SALARY SCHEDULE .....	12
ARTICLE VII	PROTECTIVE GEAR .....	14
ARTICLE VIII	LONGEVITY .....	15
ARTICLE IX	HEALTH INSURANCE .....	15
ARTICLE X	PRIOR PRACTICES .....	20
ARTICLE XI	GRIEVANCE PROCEDURE .....	21
ARTICLE XII	ESTATE BENEFITS .....	25
ARTICLE XIII	EDUCATIONAL INCENTIVE PAY FOR FIREMEN .....	26
ARTICLE XIV	SEPARABILITY AND SAVINGS .....	31
ARTICLE XV	MANAGEMENT RIGHTS .....	31
ARTICLE XVI	EVALUATIONS .....	33
ARTICLE XVII	DRUG AND ALCOHOL POLICIES .....	33
ARTICLE XVIII	WAGES FOR NEW AND MODIFIED POSITIONS .....	34
ARTICLE XIX	DEFERRED COMPENSATION .....	34
ARTICLE XX	FULLY BARGAINED PROVISION .....	35
ARTICLE XXI	TERM AND RENEWAL .....	36
	Schedule A .....	37
	Schedule B .....	38
	Schedule C .....	40

**PREAMBLE**

This Agreement, effective as of the 1st of July 2007, by and between the Township of Hillside, New Jersey, hereinafter referred to as the "Township", and Local No. 35, Firemen's Mutual Benevolent Association, hereinafter referred to as the "FMBA", is designed to maintain and promote a harmonious relationship between the Township and such of its employees who are within the provisions of this Agreement through collective negotiations, in order that a more efficient and progressive public service may be rendered.

**ARTICLE I**

**RECOGNITION AND AREAS OF RECOGNITION**

**Section 1:        Recognition**

The Township hereby recognizes the FMBA as the exclusive representative and bargaining agent for the bargaining unit consisting of all uniformed fire personnel within the Township of Hillside Fire Department, excluding Battalion Chiefs, Deputy Chiefs and the Chief of the Department.

**Section 2:        Dues Deduction and Agency Shop**

A. Whenever any bargaining unit member shall indicate in writing to the Township Treasurer his desire to have deductions made from his compensation for the purpose of paying the employee's dues to the FMBA, the Township Treasurer shall make such deductions from the compensation of such employee and the Treasurer shall transmit the sum so deducted to the FMBA. Any such written authorization may be withdrawn by the employee at any time by the

filing of notice of such withdrawal with the Township Treasurer. The filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which the notice of withdrawal is filed.

B. Any employee in the bargaining unit who does not join the FMBA within thirty (30) days from the date of execution of this Agreement, or any new employee who does not join the FMBA within thirty (30) days of initial employment within the bargaining unit, and any employee previously employed within the unit who returns and who does not join the FMBA within ten (10) days of re-entry into employment within the unit, shall pay a representation fee in lieu of dues to the FMBA by payroll deduction.

The representation fee shall be in an amount equal to no more than 85% of the regular FMBA membership dues, fees, and assessments as certified to the Township by the FMBA. The FMBA may revise its certification of the amount of the representation fee upon sixty (60) days written notice to the Township to reflect changes in the regular FMBA membership dues, fees and assessments.

In order for this section to become effective, the FMBA must provide to the Township and to the employees referred to above, sufficient evidence that it has complied with the statutory requirement of establishing an internal procedure for non-members who seek to challenge the appropriateness of the representation fee. The FMBA shall comply with Chapter 477 of the Public Laws of 1979 in all respects. (N.J.S.A. 34:13A-5.5 through 5.9).

C. With respect to dues deductions, representation fee deductions, and the demand and return system herein provided, the FMBA shall indemnify, defend and hold 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 pursuant to the above provisions concerning dues deductions and representation fee deductions.

## ARTICLE II

### FMBA RIGHTS AND DUTIES

#### Section 1:

There shall be five (5) members of the FMBA Negotiating Committee which shall be comprised of officers and men. 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, when such meetings take place at a time during which said members are scheduled to be on duty, except in case of fire emergency.

#### Section 2:

There shall be five (5) members of the FMBA Grievance 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 processing grievances when such meetings take place at a time during which such members are scheduled to be on duty, except in case of fire emergency.

#### Section 3:

The President, Executive Delegate and any Elected State

Officer of the FMBA shall be granted leave from duty with full pay for all meetings of the FMBA State Executive Board and all membership meetings of the State FMBA when such meetings take place at a time when such Officer is scheduled to be on duty.

All duly elected delegates of the FMBA Local No. 35 shall be given a leave of absence with pay to attend any State or National Convention of such organization in conformance with N.J.S.A. 11A:6-10.

The days of the FMBA Convention, the New Jersey State Firemen's Relief Association Convention or the New Jersey State Firemen's Exempt Association Convention shall be "blackout days" in terms of vacations, i.e., no vacations shall be scheduled or allowed during such time.

**Section 4:**

The President and the Executive Delegate shall be granted leave from duty with full pay to perform the duties of their respective offices within the Township. However, the Township reserves the right to assign the President and Executive Delegate to duty in emergency situations.

**Section 5:**

The Township shall permit the FMBA reasonable use of bulletin boards in each firehouse for the posting of notices concerning FMBA business and activities, and also reasonable use of the firehouse for FMBA meetings. The FMBA shall notify the Township of its intent to utilize the firehouse for FMBA meetings no less than two (2) days in advance of such meetings. The FMBA shall reimburse the

Township for all costs, damage, loss of property or theft resulting from FMBA use of Township property. The FMBA shall indemnify, defend and hold the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, the use of Township property by the FMBA.

**Section 6:**

A representative of the FMBA shall have the right to be part and participate at any disciplinary hearing of a member.

**Section 7:**

The FMBA and the employees represented by the FMBA retain all rights guaranteed by the New Jersey Employer-Employee Relations Act except as waived or restricted by this Agreement.

**Section 8:**

The FMBA covenants and agrees that during the term of this Agreement neither the FMBA nor any person acting on its behalf, will cause, authorize, condone 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 abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, or walkout. The FMBA agrees that such action would constitute a material breach of this Agreement.

In the event of a strike, work stoppage, slowdown or other job action, it is covenanted and agreed that participation in any such activity by any employee covered by this Agreement shall be grounds

for disciplinary action which may include suspension or termination.

The FMBA recognizes it is responsible for assuring compliance with this Section and agrees that all Union officials shall take affirmative steps to avoid and end all violations of this Section. If the FMBA or any official thereof fails to take such steps, the FMBA shall be deemed to have violated this Agreement and the Township shall be entitled to seek all remedies available to it under law.

**Section 9:**

Nothing contained in this Agreement shall be construed to limit or restrict the Township in its rights to seek and obtain such administrative or judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the FMBA, its members, or any person acting on its behalf.

**Section 10:**

The Township agrees to allow those members who are working to attend the regular or special meetings of Local No. 35, when such meetings are held in the Firehouse, weather permitting and with the permission of the Chief of the Department.

**ARTICLE III**

**HOURS OF WORK AND OVERTIME**

**Section 1:       Hours of Work**

A. The scheduling of hours of actual duty for bargaining unit members shall average for each member forty-two (42) hours per



week in any eight (8) week cycle, pursuant to, and subject to, the provisions of N.J.S.A. 40A:14-52. The scheduling of hours of duty within the aforesaid statutory parameters shall continue to be a non-negotiable management prerogative of the Township, basic to the direction and functioning of the Township Fire Department, related primarily to the Township's efforts to maintain and increase efficiency. The present schedule of 24 hours on duty followed by 72 hours off duty will continue throughout the term of this Agreement. Same does not preclude changes by the Chief during a bona fide emergency.

B. Any member of the unit assigned to the Fire Prevention Bureau will work 10-hour day shifts, 4 days per week, which schedule shall be between Monday and Friday.

C. Any member of the unit assigned as training officer will work 10-hour day shifts, 4 days per week, which schedule shall be between Monday and Friday.

**Section 2: Overtime**

A. Overtime is defined as that time which the employee works beyond the normal forty-two (42) hours, except that at the end of the shifts employees shall not receive overtime for the first thirty (30) minutes spent in excess of his assigned work schedule for fire related calls.

B. Whenever an employee works in excess of his assigned work schedule, he shall be paid for such overtime at one and one-half (1 1/2) times his regular rate (regular rate shall be calculated on gross salary based on a forty-two (42) hour work week) on a one and

one-half (1 1/2) hour for hour basis, or, at his option, shall be entitled to compensatory time off on a one and one-half (1 1/2) hour for hour basis which may be used at the option of such employee with permission of the Chief of the Department which shall not be unreasonably withheld. An employee who elects to be paid for the overtime worked shall submit a voucher to the Chief of the Department for approval and it will be forwarded to the Township Committee. Payment shall be made within 28 days after approval by the Township Committee. It is agreed that no voucher for overtime payment will be submitted within the first 90 calendar days of any given fiscal year.

C. Whenever an employee is recalled in excess of his assigned work schedule, he shall receive four (4) hours pay at his regular hourly rate or one and one-half (1½) times his regular hourly rate for the actual time worked, whichever is greater. Recall pay is limited to those situations where the employee has physically left the firehouse premises and is recalled to the firehouse or to the scene of the fire. There shall be no entitlement to recall pay if the recall order is cancelled before the employee leaves his residence or any other place where the employee received the recall order. Employees recalled pursuant to this paragraph will remain on call for a minimum of two (2) hours from the time of the initial call.

D. Overtime pay shall be paid twice per year. The first payment shall be made on July 1. The second payment shall be made on the first pay date in December. Further, the current practice

with regard to supplemental vouchers shall continue.

**Section 3:        Acting Pay**

Firefighters and Fire Captains who work in an acting capacity in a higher rank for more than eight (8) consecutive days shall be paid a salary in accordance with the higher rank for the period so worked. Such work in an acting capacity is subject to the approval of the Township Committee. This section shall not apply in the event that an assignment to an acting rank is necessitated by virtue of the vacation schedule of the Fire Department, or by reason of holidays or compensatory time.

**Section 4:        Personal Time (Non-Payable Time)**

A. Each member of the Fire Department shall be entitled to fifty-three and three-quarter hours (53¼ hours non-payable time) off during the calendar year with the permission of the Chief of the Department, and if not received during the calendar year, these personal hours (non-payable time) will be considered lost and there shall be no carry-over to the next calendar year. Such permission of the Chief shall not be unreasonably withheld.

B. During the first calendar year of employment, a member of the Fire Department shall be entitled with permission of the Chief of the Department to fifty-three and three quarter (53¼) hours personal time (non-payable) which shall be prorated from the date of hire. If the prorated personal time is not received during the calendar year, it will be considered lost. Permission of the Chief shall not be unreasonably withheld.

**Section 5: Banked Time**

Upon separation other than by retirement under PFRS, employees will be entitled to receive their previously accumulated holiday time and accumulated sick incentive time subject to a 25% reduction due to early withdrawal. Employees retiring under PFRS shall not be subject to the 25% reduction.

**ARTICLE IV****VACATIONS****Section 1:**

Vacation schedules shall be subject to approval by the Township. Employees shall submit their proposed vacation schedules for each year by December 20 of the preceding year. The Chief shall issue the final vacation schedule for the year by January 20. Vacations shall be assigned in accordance with employee proposals. Seniority shall be used in determining priority among employees in the assignment of vacations.

**Section 2:**

Vacation shall be as follows:

<u>PERIOD OF SERVICE</u>	<u>24-HOUR WORKING DAYS</u>
0 TO 1 YEAR	0
Upon commencement of 2nd year through 3rd year	4 days
Upon commencement of 4th year through 5th year	6 days
Upon commencement of 6th year through 10th year	8 days

Upon commencement of 11th year through 15th year	9 days
Upon commencement of 16th year or over	11 days

The Chief shall determine the number of employees who may take vacations simultaneously; however, no fewer than two (2) employees may be permitted to take vacations simultaneously except in emergency situations.

**Section 3:**

It is understood and agreed that the vacation entitlement is earned in the prior year of service. It is further understood and agreed that if employment is terminated for any reason, earned vacation shall be paid on a prorated basis.

**ARTICLE V**

**BEREAVEMENT LEAVE**

**Section 1:**

Each employee shall receive a leave of absence with pay of seven (7) consecutive days in the event of the death of an employee's spouse, child, mother or father.

**Section 2:**

If there is a death in the employee's immediate family, other than a spouse, child or parent, the employee shall receive a leave of absence of five (5) consecutive days. Immediate family as used herein shall be defined as brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and the spouse's grandparents.

**Section 3:**

Consecutive days off shall be defined as any working days and non-working days which fall within the period immediately following the death in question.

**Section 4:**

An employee shall receive one (1) day leave of absence to attend the funeral or wake of employee's aunt, uncle, niece or nephew.

**Section 5:**

An employee may request a special leave of one (1) day from the employee's time due to attend the funeral or wake of a family member not herein defined. Permission of the Chief or the Shift Commander shall first be obtained which shall not be unreasonably withheld.

**ARTICLE VI****SALARY SCHEDULE****Section 1:       **Salaries****

Base annual salaries for the employees in the bargaining unit for the life of this Agreement are set forth in Schedule A annexed to this Agreement. Salary increments are based upon date of hire.

**Section 2:       **Differential Between Ranks****

Effective January 1, 1993, the differential for Fire Captains shall be 26.52% over the base pay of a firefighter at the top of the range.

**Section 3: Fire Prevention Bureau**

A. Bargaining unit members assigned to the Fire Prevention Bureau, working the schedule of four ten-hour days per week, shall receive a pay differential of 10.0% over the pay received by such personnel in their rank.

B. Effective January 1, 1989, members of this bargaining unit temporarily assigned to work in the Fire Prevention Bureau off a regular tour of duty shall receive a differential of 5.5% of their regular salary for the duration of their temporary assignment to the Fire Prevention Bureau.

**Section 4: Emergency Medical Technicians**

A. Firefighters holding certification as Emergency Medical Technicians and assigned as Ambulance/Fire Rescue Personnel shall receive in addition to their salary as firefighters, a differential of 6% for the period of their assignment when such assignment exceeds sixty (60) minutes or the firefighter is actually dispatched to an EMS call on the ambulance.

B. Firefighters holding certification as Emergency Medical Technicians who are not assigned as Ambulance/Fire Rescue Personnel and thus, not receiving the differential set forth in this Section, shall receive  $\frac{1}{9}$ <sup>th</sup> of such differential during any shift when they are dispatched to one or more medical emergency call(s). If such firefighters become entitled to the full differential set forth above, they will cease to be eligible to receive this fractional differential. The benefit set forth in this paragraph C is pursuant to a Memorandum of Agreement dated September 9, 1996.

C. These monies are to be paid by voucher submitted annually by the Fire Chief.

**Section 5: Fringe Benefits**

All contract fringe benefits shall be earned by unit members as of January 1 of each calendar.

**Section 6: Severance Pay**

Severance pay shall accrue at the rate of 1.5 days per year effective with the year 1976, prior to this date it shall be one (1) day per year. Commencing 1976, after fifteen (15) years of service, it shall accrue at the rate of two (2) days per year. In accordance with the prevailing practice, severance pay shall be computed on the basis of a 9.4 hour day.

**Section 7: Training Officer**

Per the practice in existence as of the execution of this Agreement, the Training Officer, or bargaining unit member assigned as Training Officer, shall continue to receive a stipend of 8.5% over his base pay.

**ARTICLE VII**

**PROTECTIVE GEAR**

**Section 1:**

The Township shall continue to supply, at its own cost, all initial OSHA-standard protective gear for newly-hired employees.



Section 2:

The Township shall continue to replace, at its own cost, all OSHA-standard protective gear damaged in the line of duty or through normal wear and tear.

ARTICLE VIIILONGEVITY

All employees of the Hillside Fire Department covered by this Agreement shall be entitled to and be paid longevity pay. Longevity pay shall begin on the member's 5th anniversary date at the rate of 2% of his present year's base salary. The following scale shall be used in calculating longevity pay:

5th anniversary date	2%
10th anniversary date	4%
14th anniversary date	8%
18th anniversary date	12%
22nd anniversary date	14%*

Longevity payments shall be made within 60 days of the anniversary date.

ARTICLE IXHEALTH INSURANCESection 1:      **Hospitalization for Active Members**

The Township shall continue to provide all employees covered by this Agreement and their families with full coverage under the Horizon Blue Cross Blue Shield of New Jersey ("Horizon") Hospitalization plans and Major Medical Insurance, the premiums of which shall be paid for by the Township except as set forth in this Article VIII. The Township will continue to maintain the Horizon traditional indemnity and Direct Access PPO plans. Employees hired

after June 30, 2008 must enroll in the Direct Access PPO plan and will not be eligible for the traditional indemnity plan. Employees hired on or before June 30, 2008 and continuously employed with the Township will remain eligible to retain the traditional indemnity plan. The PPO co-pay for office visits will be increased to \$15 as soon as practicable for the Township. In the event the Township changes its health insurance carrier, it shall provide comparable health insurance with no less coverage than the level currently in existence on July 1, 2008.

Any member of the unit who worked within the Fire Department of the Township of Hillside commencing January 1, 1981, shall during their retirement receive the level of health insurance benefits applicable under the collective negotiations agreement governing the date of the member's retirement. At no time will any such retired member suffer a reduction in the level of health insurance benefits provided in this paragraph.

### **Section 2 - Premium Contributions**

Effective July 1, 2010, employees will contribute \$50.00 per month toward the cost of their health benefits. The monthly contribution shall be deducted by payroll deduction in even amounts throughout each year.

### **Section 3: Hospitalization for Retired Members**

The retired members of the Fire Department commencing January 1, 1973, shall receive the same hospitalization plan applicable under the collective negotiations agreement governing the date of the member's retirement. At no time will any such retired member

suffer a reduction in the level of hospitalization plan benefits provided in this section.

**Section 4: Dental Plan**

The Township shall continue to provide the current dental plan at the level of 80% employer contribution.

**Section 5: Prescription Plan**

Effective July 1, 1997, the Township agrees to provide a Prescription Plan with a \$5.00 employee co-payment for generic drugs and a \$10.00 employee co-payment for brand-name drugs, with family coverage for all employees. Effective as soon as practicable following July 1, 2008, the employee co-payments will be increased to \$10.00 for generic drugs and \$15.00 for brand-name drugs. Employees' out-of-pocket prescription drug co-payments shall be eligible for the employees' submission to and reimbursement by Township's major medical carrier, subject to the restrictions of the major medical plan. The Prescription Plan shall permit employees to obtain prescription drugs through mail order without any employee co-payment, subject to the restrictions of the Prescription Plan.

**Section 6 - IRC § 125 Plan**

As soon as practicable following the full execution of this Agreement, the Township will establish an IRC § 125 Plan to provide for pre-tax deductions for employees who choose to contribute from their own compensation. Employees contributing to such Plan will be subject to the limitations and requirements of federal and state tax laws, rules, regulations and opinions. The Township will not

bear any responsibility for any contributing employee's tax liability. Employees indemnify and hold the Township harmless for any losses they sustain under the Plan as a result of non-compliance with IRS rules and regulations. The Township will not be required to make contributions on behalf of any employee beyond the employee's regular compensation.

#### Section 7 - Health Insurance Opt-Out

A. Employees covered by this Agreement may opt-out of any health insurance coverages provided each such employee is covered by substantially similar insurance coverage. Such employees will be entitled to receive 25% of the then-current value of the premiums saved by the Township as a direct result of such opt-out. Prorated payments, less usual payroll deductions, will be commence thirty (30) days following the Township's receipt of a written certification that the Employee wishes to opt-out and that s/he has substantially similar insurance coverage. Employees who lose such substantially similar coverage will be entitled to re-enter the Township's insurance plans including the specific insurance plan(s) in which the employee was enrolled immediately prior to his/her opt-out, provided such plan(s) remain available and in force in the Township. Upon the recommencement of coverage under the plan(s), the employees will cease be eligible to receive any payments under this Section. The employee requesting such coverage shall be responsible for notifying the Township of the starting date for recommencement of coverage. The Township will not be responsible for any damages incurred by an employee who fails to provide timely

notice of the need to recommence coverage. Employees will be responsible for providing required certification of coverage under the federal Health Insurance Portability and Accountability Act, commonly referred to as HIPAA.

B. Employees who opt-out of all insurance coverages are not responsible to pay the monthly premium contribution referenced in Section 2 above. Employees who opt-out of fewer than all coverages will only be responsible to pay that portion of the monthly premium contribution which is proportionate to the amount of premiums saved relative to the total premiums which otherwise would have been paid under all plans by the Township.

**Section 8: Sick Leave Incentive**

Effective January 1, 1990, each employee shall accumulate for retirement twelve (12) hours pay for every six (6) months of consecutive work without sick time off.

**Section 9: Continued Hospitalization for Death in Line of Duty**

A. Whenever an active employee dies in the line of duty, the Township shall continue hospitalization, dental and prescription coverage for the employee's spouse and for the employee's minor children. Continued coverage for a minor child shall terminate when the child reaches eighteen (18) years of age, except in the case of a handicapped child, in which case coverage shall continue until the child's death.

B. The following definitions are applicable to this Section:

1. Death "in the line of duty" shall be limited to deaths which are the direct and immediate result of an accidental

injury sustained while responding to a legitimate fire or ambulance call for which the firefighter has punched an incident card, and incurred during the time of the incident as recorded on the firefighter's incident card.

2. A "handicapped child" shall be defined as a child who is, or who will be upon reaching eighteen (18) years of age, unable to obtain employment due to severe and profound permanent physical or mental disability. If such a child becomes capable of obtaining employment he or she shall cease to be eligible for continued coverage unless he or she has not yet attained the age of eighteen (18) years, in which case continued coverage shall terminate when he or she attains the age of eighteen (18) years.

#### ARTICLE X

#### PRIOR PRACTICES

All other rights, benefits and privileges enjoyed by both parties hereto which are not specifically provided for or abridge in this Agreement are hereby protected by this Agreement, including but not limited to any rights, benefits and privileges bestowed on either party hereto by laws of the United States, New Jersey or Township Ordinance of the Township of Hillside.

The Township agrees to maintain its sick leave ordinance to conform to existing prior practice with the FMBA in allowing up to one year sick leave pursuant to the provisions of N.J.S.A. 40A:14-137.

Effective July 1 1996, employees shall not be permitted to use Township vehicles for personal use. When not in use, Township

vehicles used by Fire Department employees must be parked or secured in areas designated by the Township.

## ARTICLE XI

### GRIEVANCE PROCEDURE

#### Section 1:

The term "grievance" as used herein means a dispute between the parties over the interpretation, application or violation of policies, agreements and administrative decisions affecting the employees. In the event of any such grievance, adjustment shall be sought as follows:

#### Step 1:

A grievance shall be in writing on the grievance form agreed to by the parties (a copy of which is annexed hereto as Schedule B) and submitted to the Chief of the Department within fourteen (14) calendar days of the order, action, event, decision, or other occurrence giving rise to the grievance. The grievance shall specify in detail the facts upon which the grievance is based and the particular provisions of the Agreement allegedly violated. Within ten (10) calendar days after the Chief receives a grievance, the Chief shall arrange to meet with the representatives of the FMBA within fourteen (14) days for the purpose of adjusting or resolving the grievance.

#### Step 2A (Township Committee Form of Government):

If the grievance is not resolved to the satisfaction of the FMBA Grievance Committee within five (5) days of such meeting, or the grievance concerns as action initiated by the Township

Committee, the township shall arrange to meet with the representatives of the FMBA within a reasonable time, not later than 30 days, for the purpose of adjusting or resolving such grievances. The Township Committee, in making its determination, shall hold a hearing in which interested parties may be heard, unless the Township Committee determines that the grievance can be resolved by review of the materials provided without the need for a hearing. Within ten (10) days after the meeting, the Township Committee shall advise the FMBA of its action in writing.

**Step 2A (Mayor-Council Form of Government):**

If the grievance is not resolved to the satisfaction of the FMBA Grievance Committee within five (5) days of such meeting, or the grievance concerns an action initiated by the Township, the Mayor shall arrange to meet with the representatives of the FMBA within a reasonable time, not later than 30 days, for the purpose of adjusting or resolving such grievances. The Mayor, in making a determination, shall hold a hearing in which interested parties may be heard, unless the Mayor determines that the grievance can be resolved by review of the materials provided without the need for a hearing. Within ten (10) days after the meeting, the Mayor shall advise the FMBA of her/his action in writing.

**Step 3:**

If the FMBA is not satisfied with the action of the Township Committee or the Mayor, as applicable, the FMBA may submit the grievance to binding arbitration only if the grievance constitutes a complaint or controversy arising over the interpretation of the



terms and conditions of this Agreement (excluding terms and conditions of employment governed by statute or administrative regulation incorporated by reference in this Agreement either expressly or by operation of law).

The FMBA may refer the matter to binding arbitration making a written demand for same to the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey with a copy of said demand being sent to the Township Clerk. The arbitrator shall be selected and any hearing conducted pursuant to the rules and regulations of the New Jersey State Board of Mediation then in effect. The arbitrator so selected shall be bound by the provisions of this Agreement and applicable laws of the State of New Jersey and of the United States, and decisions of the courts of the State of New Jersey and of the United States as well as by the decisions of the Public Employment Relations Commission. The arbitrator shall be restricted to the question of contract interpretation presented to him.

The arbitrator shall not have the authority to add to, modify, subtract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. In rendering his written decision, the arbitrator shall indicate in detail his findings of fact and reasons for making the award.

The decision and award of the arbitrator shall be final and binding upon the parties and upon the grievant(s), subject to applicable judicial or administrative proceedings. The cost of the services of the arbitrator shall be borne equally by the Township

and the FMBA. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the party incurring same. Each arbitration shall be limited to one grievance, unless otherwise agreed in writing by the parties.

**Section 2:**

At the initial hearing when a complaint is filed with the Chief and Fire Commissioner, there shall be two representatives of the FMBA present at said meeting.

**Section 3: Township Grievances**

Any grievance which the Township may have against the FMBA shall be reduced to writing and submitted to the FMBA, which will, within ten (10) calendar days, arrange a meeting with the appropriate representative of the Township. If the grievance is not resolved, the Township may, within twenty (20) calendar days, submit the dispute to binding arbitration as described above.

**Section 4:**

Failure by a grievant or the FMBA to file a grievance or to process the grievance within the time periods contained in this Article shall constitute an absolute waiver of the grievance and shall deprive the Arbitrator of jurisdiction to hear the grievance.

Failure by the Township, or its designee, to answer a grievance at any of the Steps in the grievance procedure shall be deemed a denial of the grievance on any and all applicable grounds.

**Section 5:**

The parties hereby agree that any judicial action to compel compliance with the binding arbitration clause of this contract, to

confirm or enforce any arbitration award entered pursuant to this Article, or to vacate or modify any arbitration award entered pursuant to this Article, shall be processed in accordance with the New Jersey Arbitration Act, N.J.S.A. 2A:24-1, et seq.

**Section 6:**

An employee shall perform all duties as instructed even though he may feel aggrieved. During the pendency of any grievance, the employee(s) affected by the grievance shall continue to comply with all work directives and work rules applicable to them notwithstanding that any such work directives or work rules are the subject of the pending grievance, except where compliance would pose a direct threat to the life and safety of the employee(s).

**Section 7:**

It is understood and agreed that only the FMBA or the Township may submit grievances to binding arbitration and that a decision of the FMBA not to exercise its right to request arbitration shall be final and binding upon the members of the bargaining unit, and further that the FMBA, through its designated representatives, has the authority to settle any grievance at any step.

**ARTICLE XII**

**ESTATE BENEFITS**

In the event that an employee dies during the life of this Agreement, his estate shall be entitled to the following cash benefits which have accumulated and are unused at the time of his death:

- A. Vacation time.
- B. Overtime.
- C. Personal days (non-payable days)
- D. Clothing and Maintenance Allowance.
- E. The difference in rate of pay at the beginning of the year and that which is agreed upon by contract during the year up until and including date of death.
- F. Any overtime previously banked prior to November 1, 2008.
- G. Severance pay accrued pursuant to Article VI, Section 6.
- H. Sick leave incentive pay accrued pursuant to Article IX, Section 8.

ARTICLE XIII

EDUCATIONAL INCENTIVE PAY FOR FIREMEN

Section 1:

Each full-time member and permanent employee of the Fire Department who successfully and satisfactorily completes the number of courses hereinafter set forth in a program in Fire Science at a recognized college or university which is part of a program leading to an Associate Degree in Fire Science shall be entitled hereinafter to additional compensation at the rate specified.

Section 2:

An education program to be accepted under this Article shall be equivalent or substantially similar to the degree program in Fire Science offered by Union County College, which now requires 66 credit hours of approved courses for such degree. The Township Committee shall determine whether any degree or course program is

equivalent to the program now offered by Union County College or New Jersey City University and shall have final approval as to its applicability and appropriateness.

**Section 3:**

The additional compensation herein provided shall be payable upon presentation to the Township Committee of a proper certificate from the institution setting forth the number of credit hours completed and the requirements for conferring a degree Fire Science.

**Section 4:        Table of Equivalency**

1.    15 credit hours for an Associate Degree in Fire Science is equal to 220 hours of vocational and technical fire science training.
2.    30 credit hours for an Associate Degree in Fire Science is equal to 440 hours of vocational and technical fire science.
3.    44 credit hours for an Associate Degree in Fire Science is equal to 660 hours of vocational and technical fire science training.
4.    Attaining an Associate Degree in Fire Science is equal to 990 hours of vocational and technical fire training.
5.    Attaining an Associate Degree in Fire Science plus a Bachelor of Arts or Science Degree is equal to 1,200 hours of vocational and technical training.
6.    Attaining three hundred (300) credit hours beyond an Associate Degree in Fire Science plus a Bachelor of Arts or Science

Degree is equal to 1,500 hours of vocational and technical training.

**Section 5: Compensation Table**

<u>Upon the Completion of:</u>	<u>Employee Shall Receive:</u>
220 hours of vocational and technical fire science training	\$345 per calendar year
440 hours	\$550 per calendar year
660 hours	\$775 per calendar year
990 hours	\$975 per calendar year
1,200 hours	\$1,125 per calendar year
1,500 hours	\$1,275 per calendar year

**Section 6:**

A firefighter who successfully completed County, State or Federal Fire Science Training Course or other such school to which he is assigned by the Fire Chief shall receive a salary increase of between \$345.00 and \$1,275.00 per year upon successfully and satisfactorily attaining such hours of schooling as set forth in Sections 2 and 3.

**Section 7:**

The employee shall be credited for such education as described in Sections 5 and 6 hereof that he has heretofore received while a member of the Department, or such college credits as described in Section 5 as he may have accrued in his lifetime. The Township Committee shall determine which such prior credits, if any, shall be applicable for including in this plan. There shall be no compensation for basic training.

**Section 8:**

The Fire Chief shall make available a list of schools to all employees. Firefighters who wish to attend said schools shall apply through the Training Officer of the Hillside Fire Department.

The Training Officer shall then make arrangements for the officers qualified to attend schools. The determination of who may attend, which courses and when, shall be within the sole discretion of the employer.

**Section 9:**

Priority for attendance shall be determined by the Fire Department as follows:

A. The individual who is in need of specialized training to fill the needs of the Department.

B. The firefighter who has the most seniority and the least amount of training.

C. Firefighters may attend fire courses on their own time even though not assigned by the Department and receive credit for them as long as they are recognized courses and are sanctioned by the Fire Department. Firefighters must make arrangements to attend on their own time.

**Section 10:**

The maximum salary increase that can be obtained under the program is \$1,275.00. However, the non-college course referred to in Section 6 may be used to establish eligibility for the compensation referred to herein on the basis of fifteen (15) hours

of such courses representing the equivalent of one (1) credit hour in a recognized college or university course.

**Section 11:**

The Department shall continue its policy of ordering its members to attend specialized schools. Members of the Department so ordered to attend said courses shall be considered on duty while attending school and they shall do so on departmental time. They shall observe all rules and regulations, be on time for all sessions, and give strict attention to training instructions. Should the firefighters fail to successfully complete the course, he shall not receive credit or compensation for the course.

Members of the Department who fail to pass either an EMT course or a retraining or refresher EMT course, shall not receive any overtime pay if they would otherwise qualify for overtime hours by reason of their attendance at such courses.

**Section 12:**

In the area of college training, the employee must attain a mark of "C" or its equivalent or better to qualify for compensation under this program. Whenever an employee successfully completes any such fire science course, he will be reimbursed the tuition costs of each course by the Township unless same was previously reimbursed from another source.

**Section 13:**

The employee shall have the right to combine college course credits with vocational and technical training credits in order to be eligible for the salary increase as set forth in Sections 2, 3



and 6 of this Article. If the employee desires to combine these two categories, the following criteria will apply: One (1) college credit is equal to 15 hours of vocational and technical training. The maximum salary increase that can be obtained by accumulating college, vocational and technical, by a combination of both, or by any other method is \$1,275.00.

#### ARTICLE XIV

##### SEPARABILITY AND SAVINGS

If any section, subsection, paragraph, sentence, clause or phrase of the Agreement, or any application thereof, to any employee, or group of employees, is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby, and shall continue in full force and effect, including any and all provisions of the remainder of the section, subsection, paragraph, sentence, clause or phrase in which the offending language may appear.

#### ARTICLE XV

##### MANAGEMENT RIGHTS

###### Section 1:

The Township 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 laws and constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

A. The executive management and administrative control of the Township Government and its properties and facilities, and activities of its employees;

B. To hire all employees and subject to the provisions of law, determine their qualifications and conditions for continued employment or assignment, to promote and transfer employees, and to assign and reassign employees to tours of duty;

C. To suspend, demote, discharge or take any other disciplinary action for good and just cause according to law, and to terminate provisional and temporary appointments at any time and for any reason, without regard to seniority;

D. To implement, repeal and amend reasonable work rules; provided, to the extent practical, the FMBA is advised in advance of any implementation, repeal or amendment of such work rules, and provided further that the Township shall adopt no rule which conflicts with any provision of this Agreement.

E. To implement and require pre-employment drug and alcohol screening tests.

**Section 2:**

In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by specific and express terms of this Agreement and the laws of the State of New Jersey and of the United States.

**Section 3:**

Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under Title 40A or Title 11A of the New Jersey Statutes or other national, state, county or local laws or ordinances.

**ARTICLE XVI****EVALUATIONS**

Employees of the Department shall be subject to periodic evaluations. A written evaluation report shall be prepared and a conference shall be held between the evaluator and the employee to review the evaluation report. The employee shall be given a copy of the evaluation report at the commencement of the conference.

If the employee disagrees with any portion of the evaluation report, the employee is entitled to make written commentary which shall be attached to become part of the evaluation report. The evaluator and the employee shall each sign the final report and any employee commentary to the report. Prior to its placement in the personnel file, an employee may also request a conference with the Chief of the Department to review the evaluation report.

**ARTICLE XVII****DRUG AND ALCOHOL POLICIES**

The parties agree to the drug and alcohol policies annexed hereto as Schedule C.

ARTICLE XVIIIWAGES FOR NEW AND MODIFIED POSITIONS

Rates on all new or modified job positions shall be initially established by the Township. If a dispute arises concerning the rate to be paid a new or modified job position, the FMBA shall have the right to grieve the rate, in accordance with the contractual grievance procedure, limited to the issue whether the rate established by the Township for the new or modified position is unreasonable as compared to the salaries fixed by this Agreement.

ARTICLE XIXDEFERRED COMPENSATION

The Township agrees to make the periodic payroll deductions necessary for the employees represented by FMBA Local No. 35 to participate in the VALIC deferred compensation program. It is agreed that VALIC and/or FMBA Local 35 shall bear all costs associated with the employees' participation in the VALIC program.

FMBA Local No. 35 shall indemnify, defend, and hold the Township harmless against any and all claims, demands, suits or other forms of liability that may arise with respect to any VALIC-related payroll deduction. The Township's deferred compensation plan may be substituted for VALIC if the FMBA so chooses. The Township shall make no deduction from any employee's salary for this purpose until the employee gives the Township his or her written authorization to do so.

ARTICLE XXFULLY BARGAINED PROVISIONSection 1:

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were, or could have been, the subject of collective negotiations. The parties acknowledge that during negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Township and the FMBA, for the life of this Agreement, each voluntarily and without qualification waives the right to, and each agrees that the other shall not be obligated to, bargain, or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or a matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

Section 2:

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

ARTICLE XXI


TERM AND RENEWAL

The term of this Agreement shall be from July 1, 2007 through June 30, 2012, and from year to year thereafter, unless expressly modified by the parties hereto pursuant to collective negotiations as provided by law. Negotiations for a successor agreement to this Agreement shall commence as provided under the Police and Fire Interest Arbitration Reform Act, P.L. 1995, c. 425, and the rules and regulations promulgated thereunder. In the event of any change in the PERC statutes or regulations, this Article shall be deemed to have been amended to conform to such change.

FOR THE TOWNSHIP OF HILLSIDE

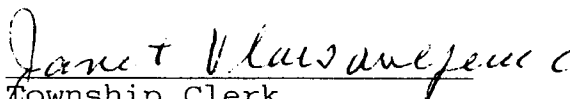
FOR FMBA LOCAL NO. 35

  
\_\_\_\_\_  
Karen D. McCoy Oliver  
Mayor

  
\_\_\_\_\_  
Glen DeSanto  
President, FMBA Local No. 35

ATTEST:

WITNESS:

  
\_\_\_\_\_  
Township Clerk

\_\_\_\_\_

DATE: Dec 18, 2008

**SCHEDULE "A"**

	<b>Effective 7/1/07</b>	<b>Effective 7/1/08</b>	<b>Effective 1/1/09</b>	<b>Effective 7/1/09</b>	<b>Effective 7/1/10</b>	<b>Effective 7/1/11</b>
<b>First Grade</b>	\$76,900	\$81,391	\$82,941	\$86,258	\$89,709	\$93,746
<b>Second Grade</b>	\$70,651	\$74,777	\$76,201	\$79,249	\$82,419	\$86,128
<b>Third Grade</b>	\$64,409	\$68,171	\$69,469	\$72,247	\$75,137	\$78,519
<b>Fourth Grade</b>	\$58,167	\$61,564	\$62,737	\$65,246	\$67,856	\$70,909
<b>Fifth Grade</b>	\$51,924	\$54,957	\$56,003	\$58,243	\$60,573	\$63,299
<b>Sixth Grade</b>	\$34,944	\$36,985	\$37,689	\$39,196	\$40,764	\$42,599
<b>Seventh Grade</b>	\$29,573	\$31,301	\$31,897	\$33,172	\$34,499	\$36,052

SCHEDULE B

GRIEVANCE FORM PURSUANT TO ARTICLE XIII  
COLLECTIVE BARGAINING AGREEMENT BETWEEN  
TOWNSHIP OF HILLSIDE  
AND  
FMBA LOCAL NO. 35

STEP I

NATURE OF GRIEVANCE:

Dated:

DISPOSITION: GRIEVANT

Dated:

Fire Chief or Deputy Fire Chief

STEP II

I hereby appeal my grievance to the Fire Committee.

Dated:

DISPOSITION: GRIEVANT



**FIRE COMMITTEE**

Dated: By: \_\_\_\_\_

**STEP III**

I hereby appeal my grievance to the Township Committee or Mayor, as applicable.

Dated: \_\_\_\_\_

**GRIEVANT**

**DISPOSITION:**

Dated: **HILLSIDE TOWNSHIP COMMITTEE**

By:

SCHEDULE C

[DRUG AND ALCOHOL POLICIES TO BE ATTACHED]