

3-0475 STORAGE
THIS DOES NOT
CIRCULATE

20-07

A G R E E M E N T
BETWEEN THE TOWNSHIP OF HILLSIDE AND
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL NO. 35 OF HILLSIDE

union
PREAMBLE

1/1/78-12/31/78

This Agreement, effective as of the 1st day of January, 1978, 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 of Hillside and such of its employees who are within the provisions of this Agreement, through collective negotiations in order that 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 Deputy Chiefs and the Chief of Department.

Section 2. Areas of Recognition

The Township, through the Mayor and Township Committee, and the FMBA hereby agree that the FMBA and appointed committees has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustments of disputes and grievances and all other related matters.

-1-

LIBRARY
School of Management and
Labor Relations

JUL 26 1979

ROCKWELL UNIVERSITY

Section 3.

The Township shall deduct from the wages of each member of the FMBA each pay the following:

A. Initial dues for new employees who shall become members of the FMBA subsequent to the execution of this Agreement and for as long as said Agreement remains in force and effect.

B. The Township agrees that the FMBA is entitled to a service fee in the amount of \$4.43 per pay from each member of the Fire Department who is covered by this Agreement.

ARTICLE II

FMBA NEGOTIATING COMMITTEE - ITS RIGHTS AND DUTIES

Section 1.

There shall be five 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 members of the FMBA Grievance Committee, two of which are also members of the Officers Association. 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.

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 of Hillside.

Section 5.

The Town shall permit the FMBA reasonable use of bulletin boards in each firehouse for the posting of notices concerning FMBA business and activities and also use of the firehouse for their FMBA meetings.

ARTICLE III

MINIMUM MANPOWER STRENGTH

Section 1. Minimum Strength

In order to protect the health and safety of the employees of the Fire Department, there shall be maintained a working strength of fifteen men for each tour and the present Table of Organization shall be maintained.

Section 2. Shortage

In the event that the manpower of any tour shall fall below a minimum manpower strength of eleven men, such shortage shall be filled by overtime work in accordance with Article IV, Section 2, with a temporary detailing of personnel from another tour, as per recall schedule.

Section 3. Replacement

In the event of retirement, death or resignation of an employee of the fire department covered under this Agreement, the Township agrees to replace a vacant position within sixty (60) days. The Township agrees to replace a vacant position within sixty (60)

days if there is an existing Civil Service list. In the event there is no existing list, it is agreed that the appointment shall be made within sixty (60) days of publication of an eligible list.

ARTICLE IV

HOURS OF WORK AND OVERTIME

Section 1. Hours of Work

The work week for all employees who perform fire fighting duties shall be an average of not more than forty-two hours per week and as per Revised General Ordinances of the Township of Hillside, 1971, Chapter 3-5, or any amendments thereto.

Section 2. Overtime

Whenever an employee works in excess of his assigned work schedule, as provided for in Section 1 above, he shall be paid for such overtime at 1-1/2 times his regular rate (regular rate shall be calculated on gross salary based on a 42 hour work week) on 1-1/2 hour-for-hour basis or at his option, shall be entitled to compensatory time off on a 1-1/2 hour-for-hour basis. Whenever an employee is recalled in excess of his assigned work schedule, he shall receive a minimum of two (2) hours overtime, calculated as per Paragraph One, Section 2, "Overtime".

All time off earned by such employee shall be taken off at the option of such employee with permission of the Fire Chief of the department. Such permission of the Fire Chief shall not be unreasonably withheld.

Section 3. Acting Pay

Members of the Fire Department, other than Deputy Chiefs, who are working in an acting capacity in a different rank for more than 16 consecutive days shall be paid a salary in accordance with said rank for the period worked. This section shall not apply in the event that an assignment to an acting rank is necessitated by

virtue of vacation schedule of the Fire Department.

Section 4. Compensatory Time Off

Each member of the Fire Department shall be entitled to three compensatory days off during the calendar year with the permission of the Chief of the Department, and if not received during the calendar year, it 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.

Section 5. Holidays

A. Each employee of the fire fighting force shall receive seven (7) paid holidays in lieu of the granting of legal holidays.

B. Each employee shall be paid for the aforesaid holidays in accordance with the Township Ordinance No. 5.-5.4 calculated on his annual salary. A paid holiday will be based on a ten (10) hour day.

C. Each employee of the fire fighting force shall have the option to take time off for said holidays. If an employee elects to use up these holidays, time shall be deducted at the rate of 10 hours per holiday used up, regardless of the number of hours in the employee's regular working day. Such permission of the Chief shall not be unreasonably withheld.

Section 6. Hold Over Time

During the year 1978, each member of the fire fighting force shall be entitled to receive an annual allotment of two hundred dollars (\$200.00) to compensate him for the time spent in excess of his assigned work day schedule for which he does not receive credit as overtime described in Section 2 of this Article. (At change of shifts, employees shall not receive overtime for the first half hour spent in excess of his regular tour.) Hold over time shall cover any and only the times when a member is held over beyond his regular tour for the first half hour due to a fire

change
emergency situation. Any period of time in excess of said half hour, he shall be considered as on recall as per Section 2 of this Article while held on duty for any condition.

ARTICLE V

VACATIONS

Vacations are to be granted in accordance with Section 5-8.5 of the Revised General Ordinances of the Township of Hillside, N.J. 1977, and in accordance with Revised Directive #27 of the Fire Chief dated 1977. The Chief is authorized to adjust inequities in vacation schedules which result from varying shifts (F.P.S.).

VACATION SCHEDULES

<u>YEARS OF SERVICE</u>	<u>WORKING DAYS OFF</u>
0-1	1/2 day month (maximum of 4)
1-3	8
3-5	12
5-10	16
10-15	18
15- +	22

ARTICLE VI

DEATH IN FAMILY

Each member of the Fire Department of the Township of Hillside shall receive a leave of absence with pay of five consecutive days if there is a death in the member's immediate family other than a spouse or child in which event the number of consecutive days shall be seven and shall be calculated in the same manner as five consecutive days. Immediate family shall be defined as father, mother, brother, sister, wife, the member's children, in-laws, his grandparents and his wife's grandparents. Five consecutive days off shall be defined as five working days and non-working days which fall within the five day period immediately following the death in question. In addition, each employee shall be granted special leave of one (1) day to attend the funeral of other relatives.

ARTICLE VII
SALARY SCHEDULE

Salary for members of the Fire Department for the year 1978 shall be retroactive to January 1 of said year and shall be as follows:

Fireman, 1978	\$18,000.00
Captain, 1978	\$18,705.00

ARTICLE VIII
CLOTHING ALLOWANCE

All permanent employees of the Fire Department shall be entitled to an annual clothing allowance of three hundred dollars (\$300.00), and an annual clothing maintenance of fifty dollars (\$50.00).

ARTICLE IX
LONGEVITY

All employees of the Fire Department covered by this Agreement shall be entitled to and paid longevity pay. Longevity pay shall begin on the member's fifth (5th) anniversary date at the rate of two per cent (2%) of his present year's base salary. Subsequent five (5) year periods of continuous service shall increase the members longevity pay an additional two per cent (2%) until a maximum of ten percent (10%) is realized. The following scale shall be used in calculating longevity:

5th anniversary date	2%
10th anniversary date	4%
15th anniversary date	6%
20th anniversary date	8%
25th anniversary date	10%

Longevity payments shall be made within sixty (60) days of said anniversary.

ARTICLE X
ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

The Township shall obtain and pay for a special Group

Accidental Death and Dismemberment policy on the employees covered by this Agreement with a limit of \$10,000.00 on each individual. The employees agree to cooperate in taking all steps deemed necessary by the insurance company to implement the terms of this Section.

ARTICLE XI

HOSPITALIZATION INSURANCE

Section 1. Hospitalization for Active Members

The Township agrees to provide all employees covered by this Agreement and their families shall be entitled to full coverage of the 750 Series Blue Cross and Blue Shield Hospitalization plans and Major Medical insurance, including Rider "J". The premiums of which shall be paid for by the Township of Hillside to the New Jersey State Health Benefits Program.

Section 2. Hospitalization for Retired Members

The retired members of the Fire Department commencing January 1st, 1973, shall receive the same hospitalization plan now enjoyed by Active members. This paragraph is in accordance with benefits included in Assembly Bill #1539 which was signed into law by the Governor on May 7, 1973.

Section 3.

The Township shall provide a dental plan for the members covered by this Agreement effective as of December 31, 1978.

Section 4. Severance Pay

Severance pay shall accrue at the rate of 1 day per year effective with the year 1976, prior to this date it shall be 1 day per year. After 30 years of service it shall be at the rate of 2 days per year.

ARTICLE XII
PRIOR PRACTICES

All other rights, benefits and privileges enjoyed by both parties hereto which are not specifically provided for or abridged 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, Laws of New Jersey or Township Ordinances of the Township of Hillside. The Township agrees to amend 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.

ARTICLE XIII
FMBA ACTIVITY PROTECTED

Except for the right to strike or to withhold services which are hereby prohibited, all other FMBA activities are protected, except as such activities are restricted by or are in conflict with other provisions of this Agreement. Nothing shall abridge the right of any duly authorized representative of the FMBA to present the views of the FMBA to the citizens of issues which affect the welfare of its members, except by mutual agreement of the parties.

ARTICLE XIV
GRIEVANCE PROCEDURES

No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank, or disciplined in any other matter except with just cause. If any employee is disciplined and in the judgement of such employee this action is taken by the Township without just cause, or if any employee or group of employees feels aggrieved concerning his or their wages, hours,

or conditions of employment, which wages, hours and conditions are controlled by this Agreement, or which are provided for in any statute, charter, provision, ordinance, rule, regulations or policy which is not in conflict with this Agreement, or concerning any matter or condition arising out of the employee-employer relationship, including any claim or unjust discrimination of any matter or condition affecting his or their health and safety, adjustment shall be sought as follows:

A. In the event a grievance cannot be resolved on an informal level, the aggrieved individual may submit a grievance in writing to the FMBA Grievance Committee which shall be reviewed by the Committee and may be submitted in writing to the Chief of the Department within ten (10) days of the occurrence or event to give rise to the grievance. Within ten (10) days after said Chief receives such grievances, the Chief shall arrange to meet with the representatives of the FMBA ~~Grievance Committee~~ for the purpose of adjusting or resolving such grievance ~~with the~~ Grievance Committee.

B. If such grievance is not resolved to the satisfaction of the FMBA Grievance Committee within five (5) days after such meeting or the grievance concerns an action initiated by the Township Committee, the Township shall arrange to and 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. Within ten (10) days after the meeting, the Township Committee shall advise the FMBA of their action in writing.

C. Nothing contained herein shall be construed to deny any individual employee his right to and under Civil Service Laws or regulations or due process of law.

D. At the initial hearing when a complaint is filed with the Chief and Fire Commissioner, there shall be two (2) representatives of the FMBA present at said meeting.

ARTICLE XV

ESTATE BENEFITS

A. 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. Holiday time
- C. Overtime
- D. Compensatory time
- E. Hold Over time
- F. The difference in rate of pay at the beginning of the year and that which is agreed upon by contract during that year up until and including the date of death.

B. ~~Any member who retires at any time during the calendar~~ year shall be entitled to all his full benefits upon retirement.

ARTICLE XVI

EDUCATIONAL INCENTIVE PAY FOR FIREMEN

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 1.

Upon the successful and satisfactory completion of 33 credit hours for an Associate Degree in Fire Science, the employee shall receive a salary increase of \$350.00 per year.

Section 2.

Upon the successful and satisfactory completion of the required credit hours and upon the attainment of an Associate Degree in Fire Science, the employee shall receive a salary increase of an additional \$350.00 per year.

Section 3.

An education program to be accepted under this subsection shall be equivalent or substantially similar to the degree program in Fire Science offered by Rutgers University, the State University of the State of New Jersey, 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 Rutgers University and shall have final approval as to its applicability and appropriateness.

Section 4.

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 in Fire Science.

Section 5.

A fire fighter 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 \$350.00 per year upon successfully and satisfactorily attaining 495 hours of schooling. Upon the successful and satisfactory completion of an additional 495 hours of such schooling, the employee shall receive an additional \$350.00 per year. The Township Committee shall have the final approval as to the applicability or appropriateness of any such course of instruction.

Section 6.

The employee shall be credited for such education as described

in Sections 1 - 3 and 5 hereof that he has heretofore received while a member of the Hillside Fire Department or such college credits as described in Section 1 - 3 he may have accrued during 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 7.

The Fire Chief shall make available a list of schools to all employees. Fire fighters 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 the schools. The determination of who may attend, what courses and when shall be within the sole discretion of the employer.

Section 8.

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 fire fighter who has the most seniority and the least amount of training.

C. Fire fighters 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. Fire fighters must make arrangements to attend on their own time.

Section 9.

The maximum salary increase that can be obtained under this program is \$700.00. However, the non-college courses referred to in Section 5 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 10.

The Department shall continue its policy of ordering its members to attend specialized schools.

Section 11.

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 fire fighter fail to successfully complete the course, he shall not receive credit or compensation for the course. In the area of college training, the fire fighter must attain a mark of "C" or its equivalent or better to qualify for compensation under this program.

Section 12.

The employee shall have the right to combine college courses' credits with vocational and technical training credits in order to be eligible for the salary increases as set forth in Sections 1, 2 and 5 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 \$700.00.

ARTICLE XVII

TERMS AND CONDITIONS OF THIS AGREEMENT

Section 1.

The term of this Agreement shall commence January 1st, 1978.

and extend through December 31st, 1978.

Section 2.

The terms of this Agreement shall remain in full force and effect until replaced by a new Agreement.

Section 3.

The words Hillside Firemen's Mutual Benevolent Association, shall be deleted from any other contract in reference to contracts entered into by any other organization of the Hillside Fire Department effective 1979.

TOWNSHIP OF HILLSIDE

ATTEST:

HAROLD WOVSANIKER, MAYOR

JOHN G. KULISH
Township Clerk

HILLSIDE LOCAL #35 FIREMEN'S
MUTUAL BENEVOLENT ASSOCIATION

ATTEST:

FRANK CASWELL, PRESIDENT

ROBERT L. ORTSTEIN
State Delegate
F.M.B.A. Local #35

ANGELO DI LEO, CHAIRMAN
PAY RAISE COMMITTEE