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AGREEMENT

BETWEEN

THE TOWNSHIP OF HILLSIDE

AND

HILLSIDE FIRE SUPERIOR OFFICER'S ASSOCIATION

JULY 1, 1996 THROUGH JUNE 30, 2000

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PREAMBLE

This Agreement, effective as of the 1st of July, 1996, by and between the Township of Hillside, New Jersey, hereinafter referred to as the "Township", and the Hillside Fire Superior Officers Association, hereinafter referred to as the "Association", is designed to maintain and promote a harmonious relationship between the Township and such its employees who are within the provisions of the Agreement, through collective negotiations in order that a more efficient and progressive public service may be rendered.

For the purpose of the Agreement, Superior Officers shall mean the Deputy Chiefs. The "Department" shall mean the Township of Hillside Fire Department.

ARTICLE I

RECOGNITION AND AREAS OF RECOGNITION

Section 1: Recognition

The Township hereby recognizes the Association as the exclusive representative and bargaining agent for the bargaining unit consisting of all Deputy Chiefs within the Township of Hillside Fire Department.

Section 2: Areas of Recognition

The Township, through the Chairman of the Township Committee, and the Association hereby agree that the Association 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.

Section 3: 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 or the Association, the Township Treasurer shall make such deductions from the compensation of such employee and the Treasurer shall transmit the sum so deducted to the Association. Any such written authorization may be withdrawn by the employee at any time by filing of

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

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

The representation fee shall be in the amount of equal to and no more than 85% of the regular Association membership dues, fees and assessments as certified to the Township by the Association. The Association 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 Association membership dues, fees and assessments.

In order for this section to become effective, the

Association 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 Association shall comply with Chapter 477 of the Public Laws of 1979 in all respects.

- C. With respect to both dues, deductions and representation fee deductions, the Association shall indemnify, defend and hold the Township harmless against any and all claims, demands, suits or other form of liability that shall arise out of, or by reason of, action taken by the Township pursuant to the above provisions concerning dues, deduction and representation fee deductions.

ARTICLE II
SUPERIOR OFFICERS NEGOTIATING COMMITTEE
ITS RIGHTS AND DUTIES

Section 1.

There shall be five (5) members of the Superiors Officers Negotiating Committee.

Section 2.

There shall be two (2) members of the Superior Officers Grievance Committee. These members shall be granted leave from duty with full pay for all meetings between the Township and the Association for the purpose of processing grievance 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 and/or delegates shall be granted leave from duty with full pay to attend Firemen's Relief Association Convention or the New Jersey State Firemen's Exempt Association Convention.

Section 4.

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

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.

Section 2: Overtime

A. Overtime is defined as that time which the employee works beyond the normal forty-two (42) hours, except 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 hours 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. Hillside fiscal year is consistent with statute July 1st thru June 30th.

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 (1 1/2) 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 canceled before the employee leaves his residence or any other place where the employee received the recall order.

D. Overtime pay shall be paid twice per year. The first payment shall be made on December 1. The second payment shall be made on the first pay date in June. Further, the current practice with regard to supplemental vouchers shall continue.

Section 3: Acting Pay

A Deputy Chief who works in an acting Fire Chief's capacity 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 Days (Non-Payable Days)

A. Each Deputy Chief of the Fire Department shall be entitled to three personal days (10 hour non-payable days) off during the calendar year with the permission of the Chief of the department, and if not received during the calendar year, these personal days (non-payable days) 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. Deputy Fire Chief shall receive 118 hours of holiday pay in lieu of granting certain legal holidays.

B. Unit members shall be entitled at their option to accumulate forty (40) hours of holiday and/or overtime compensation for purpose of retirement. Upon retirement each employee shall be entitled to payment for same at the current rate of pay for time so banked or may elect to utilize same as terminal leave.

C. Bargaining unit member shall have the option to take time off for said holidays with the permission of the Chief. 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. Permission of the Chief shall not be unreasonably withheld.

If an employee uses holiday time during a calendar year he shall receive non-payable bonus time off pursuant to the following chart:

Holiday	Regular Holiday Time	Bonus Time Off-No Pay
1	10 hours	4 hours
2	<u>10 hours</u> 20 hours	
3	10 hours	4 hours
4	<u>10 hours</u> 40 hours	

5	10 hours	4 hours
6	<u>10 hours</u>	
	60 hours	
7	10 hours	4 hours
8	<u>10 hours</u>	
	80 hours	
9	10 hours	4 hours
10	10 hours	
11	<u>10 hours</u>	<u>14 hours</u>
	110 hours	34 hours
Total Holiday	8 hours (remainder) Regular Holiday Hours	Possible Bonus Hours

E. In addition to the above, each Deputy Chief shall receive eight (8) hours of holiday incentive time. An employee may take this in time off or shall submit a voucher for payment of the eight (8) hours during the calendar year subject to the approval of the Chief of the Department which shall not be unreasonably withheld. This benefit may be added to the base salary upon completion of three years of service.

Section 6: Meal Allowance on Recall

Each employee shall receive an annual lump sum payment of \$200.00 in lieu of a meal allowance. Payment shall be made by separate check no later than December 20th of each year.

ARTICLE IV

VACATIONS

Section 1:

Vacations 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 OFF</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 15 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 any 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) days 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 member not herein defined. Permission of the Chief shall first be obtained which shall not be unreasonably withheld.

ARTICLE VI
SALARY SCHEDULE

Section 1: Salaries

Base salaries for the employees in the bargaining unit for the life of this Agreement shall be those set forth in Schedule A annexed to this Agreement.

Section 2: Inclusion of Clothing and Maintenance Allowance in Salary

The clothing and maintenance allowance set forth in Article VII may be included in the employee's salary starting with the first day of the fourth year of service. Said option will be available to the employee only if the Township Treasurer is notified by January 15th of the year of request, and once this method of computation of fringe benefit option is in effect, it cannot be changed back. With regard to any year in which said fringe benefit option is in effect, any percentage increase in salary shall not be applied to the portion of salary attributed to said fringe benefit factor. Additional amount paid employees hired prior to January 1, 1987, as reimbursement for OSHA-standard protective gear shall be excluded from this provision.

Section 3: Retirement Bonus

Retiring members shall receive a One Thousand Two Hundred Dollar (\$1,200) bonus during their last year of service effective January 1, 1987. Individuals retiring in 1987 shall receive the retiring member's bonus pro-rated from the date of retirement retroactive to January 1, 1987. As required by law, this bonus shall not be considered part of the retiring member's base salary; however, should the State of New Jersey determine that the bonus herein provided may legally be included in the retiring member's base salary, the bonus shall be added to the retiring member's base salary for their last year of service.

Section 4: Retirement During Calendar Year

Any member who retires at any time during the calendar year shall be entitled to pro rata benefits for the year. For the purpose of implementing this section, benefits shall be pro-rated on a quarter-year basis.

Section 5: 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 based on an 9.4 hour day.

ARTICLE VII

CLOTHING AND MAINTENANCE ALLOWANCE

Section 1:

Effective July 1, 1996, each member of the bargaining unit shall receive an annual clothing and maintenance allowance of \$1,250.00. Effective July 1, 1997, each member of the bargaining unit shall receive an annual clothing and miscellaneous allowance of \$1,500.00 and shall be paid within thirty (30) days following the adoption of the annual budget of the Township of Hillside, but not later than the first pay in December.

Section 2:

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

Section 3:

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

ARTICLE VIII

LONGEVITY

The Deputy Fire Chief shall receive longevity pay, in accordance with the following schedule, in addition to and separate from annual base salary.

5th anniversary date	2% of annual base salary
10th anniversary date	4% of annual base salary
15th anniversary date	6% of annual base salary
20th anniversary date	8% of annual base salary
22nd anniversary date	12% of annual base salary
30th anniversary date	*14% of annual base salary

*Commencing 1st day of 31st year.

Longevity payments shall be made within 60 days of the anniversary date. In addition, a Deputy Chief who was Deputy Chief on or before January 1, 1990 shall receive on his 30th anniversary date longevity pay at the rate of fifteen (15) percent.

ARTICLE IX
HEALTH INSURANCE

Section 1: Hospitalization for Active Members

The Township agrees to provide all employees covered by this Agreement and their families with full coverage under the 14/20 Series Blue Cross and Blue Shield Hospitalization plans and Major Medical Insurance, the premiums of which shall be paid for by the Township of Hillside to the New Jersey State Health Benefits Program. In the event the Township of Hillside withdraws from or terminates its membership in the New Jersey State Health Benefits Program, it shall provide health coverage with coverage no less than the coverage in existence through the New Jersey State Health Benefits at the time of said withdrawal or termination.

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: Hospitalization for Retired Members

Commencing January 1, 1973, retired members 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 3: Dental Plan

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

Section 4: Prescription Plan

The Township agrees to provide each employee and his/her family with a \$3.00 deductible prescription plan. Effective July 1, 1997, the prescription plan's deductible shall increase to \$5.00 for generic/\$10.00 for brand name for all employees and immediate family members of employees governed by this Agreement. Employees' out-of-pocket prescription co-payments shall be eligible for the employee's submission to and reimbursement by the 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.

Section 5: Sick Leave Incentive

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

Section 6: 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 application 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 on duty.
2. A "handicapped child" shall be defined as a child who is, or 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 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, 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 Association in allowing up to one year sick leave pursuant to the provisions of N.J.S.A. 40A:14-137.

ARTICLE XI
ASSOCIATION ACTIVITY

Section 1:

Except for the No-Strike Pledge set forth below, all other Association activities are protected except as such activities are restricted by, or in conflict with, other provisions of this Agreement. Nothing shall abridge the right of any duly authorized representative of the Association to present the views of the Association to the citizens of issues which affect the welfare of its members, except by mutual agreement of the parties.

Section 2:

The Association covenants and agrees that during the term of this Agreement neither the Association 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 Association agrees that such action would constitute a material breach in this Agreement.

In the event of a strike, work stoppage, slowdown or other job action, it is covenanted and agreed that the 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 Association will actively discourage any of its members or persons action on their behalf from taking part in any strike, slowdown or job action, and make reasonable efforts to prevent such illegal action.

Section 3:

Nothing contained in this agreement shall be construed to limit or restrict the Township in its right 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 Association, its members, or any person acting on its behalf.

ARTICLE XII

GRIEVANCE PROCEDURES

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 such grievance, adjustment shall be sought as follows:

Step 1:

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

Step 2:

If such grievance is not resolved in the satisfaction of the Association Grievance Committee within five (5) days of such meeting or the grievance concerns an action initiated by the Township Committee, the Township shall arrange to meet with the representatives of the Association 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 Association of their action in writing.

Step 3:

If the Association is not satisfied with the action of the Township Committee, as aforesaid, the Association 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 regulations incorporated by reference in this Agreement either expressly or by operation of law).

The Association may refer the matter to binding arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within ten (10) calendar days after the determination by the Township Committee. The arbitrator selected pursuant to the procedures of the Public Employment Relations Commission 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 the United States, and shall be restricted to the question of contract interpretation presented to him.

The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions in 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 arbitrator shall be guided by and shall be bound by the rules of the Public Employment relations Commission.

The decision and award of the arbitrator shall be final and binding upon the parties, subject to applicable judicial or administrative proceeding. The costs of the services of the arbitrator shall be borne equally between the Township and Association. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the party incurring same.

Section 2:

Nothing contained herein shall be construed to deny any individual his right to pursue the remedies offered by Civil Service Laws or Regulations. If Civil Service remedies are pursued, arbitration shall be precluded. Likewise, if arbitration is pursued, Civil Service remedies are precluded.

Section 3:

At the initial hearing when a complaint is filed with the Chief and Fire Commissioner, there shall be two representatives

of the Association present at said meeting.

Section 4: Township Grievances

Any grievance which the Township may have against the Association shall be reduced to writing and submitted to the Association, 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 5:

Failure by a grievant or the Association 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 6:

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

to confirm or enforce an 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 7:

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 8:

It is understood and agreed that a decision of the Association to exercise its right to request arbitration shall be final and binding upon the members of the bargaining unit, and further that the Association, through its designated representatives, has the authority to settle any grievance at any step.

ARTICLE XIII

ESTATE BENEFITS

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

- A. Vacation time
- B. Holiday time
- C. Overtime
- D. Personal days (non-payable days).
- E. Clothing and Maintenance Allowance.
- F. The difference in rate of pay at the beginning of the year and that which is agreed upon by contract during and up until and including date of death.
- G. Any overtime or holiday time previously banked per Article III, Section 5-B.
- H. Severance pay accrued pursuant to Article IX, Section 4 and retirement bonus per Article VI, Section 3.
- I. Sick leave incentive pay accrued pursuant to Article IX, Section 6.

ARTICLE XIV

EDUCATIONAL INCENTIVE DAY FOR DEPUTY

Section 1:

Each full-time unit member who is a permanent employee of the Fire Department and 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:

Upon the successful and satisfactory completion of fifteen (15) credit hours for an Associate Degree in Fire Science or 220 hours of vocational and technical fire science training, the employee shall receive a salary increase of \$295.00 per year.

Upon the successful and satisfactory completion of thirty (30) credit hours for an Associate Degree in Fire Science or 440 hours of vocational and technical Fire Science training, the employee shall receive a salary increase of \$500.00 per year.

Upon the successful and satisfactory completion of forty-four (44) credit hours for an associate Degree in Fire Science or 660 hours of vocational and technical fire science training, the employee shall receive a salary increase of \$725.00 per year.

Section 3:

Upon the successful and satisfactory completion of the required credit hours and upon attainment of an Associate Degree in the Fire Science or 990 hours of vocational technical fire science training, the employee shall receive a salary increase of \$925.00 per year.

Upon the successful and satisfactory completion of an Associate Degree in Fire Science, plus a Bachelor of Arts degree or a Bachelor of Science Degree, or 1,200 hours of vocational and technical fire science training, or a four-year degree in Fire Science, the employee shall receive a salary increase of \$1,075.00 per year.

Upon the successful and satisfactory completion of three hundred (300) credit hours beyond 27 Associate Degree in Fire Science, plus a Bachelor of Arts Degree or a Bachelor of Science Degree, or 1,500 hours of vocational and technical fire science training, the employee shall receive a salary increase of \$1,225.00 per year.

Section 4:

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 Jersey City State College and shall have final approval as to its applicability and appropriateness.

Section 5:

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 6:

A Deputy Chief 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 \$295.00 and \$1,225.00 per year upon successfully and satisfactorily attaining such hours of schooling as set forth in Section 2.

Section 7:

The employee shall be credited for such education as described in Sections 2-4 and 6 hereof that he has heretofore received while a member of the department, or such college credits as described in Sections 2-4 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:

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 or maintain required licenses and certification.
- B. Deputy Chiefs 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.

Section 9:

The maximum salary increase that can be obtained under the program is \$1,225.00. 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 and 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. 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. Should the member fail to successfully complete the course, he shall not receive credit or compensation for the course.

Section 11:

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 by another source.

Section 12:

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 \$1,225.00.

ARTICLE XV

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 XVI

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 extent practical, the Association 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 judgment 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 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 XVII

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 XVIII

DRUG AND ALCOHOL POLICIES

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

ARTICLE XIX

DEFERRED COMPENSATION

The Township agrees to make the periodic payroll deductions necessary for the employees represented by the Association to participate in the VALIC deferred compensation program. It is agreed that VALIC and/or the Association shall bear all costs associated with the employees participation in the VALIC program. The Association 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 pay may be substitutes for VALIC if the Association 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 XX

FULLY BARGAINED PROVISION

Section 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 the 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 the right and opportunity are set forth in this Agreement.

Therefore, the Township and the Association, 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 negotiates or signed this Agreement.

Section 2:

The 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

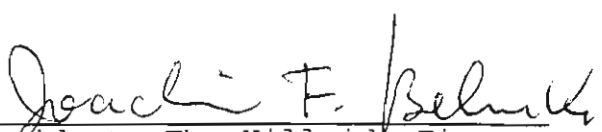
The term of this Agreement shall be from July 1, 1996 through June 30, 2000 and from year to year thereafter, unless expressly modified by the parties hereto pursuant to collective negotiations as provided by law. Negotiations for a successor agreement to this Agreement shall commence as provided under 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 changes 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 THE HILLSIDE FIRE SUPERIORS
OFFICERS ASSOCIATION



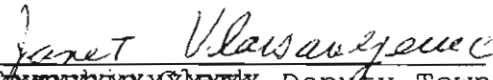
Mayor and Chairperson of the
Township Committee



President, The Hillside Fire
Superior Officers Association

ATTEST:

WITNESS:



~~Township Clerk~~ Deputy Township Clerk



Date: June 4, 1997

SCHEDULE A

FIRE SUPERIOR OFFICERS

A. Effective July 1, 1996

Deputy Chief\$70,934 - \$73,409

B. Effective July 1, 1997

Deputy Chief \$73,062 - \$75,787

C. Effective July 1, 1998

Deputy Chief \$75,619 - \$78,344

D. Effective July 1, 1999

Deputy Chief\$78,417 - \$81,142

SECTION C
DRUG POLICY

Section 1: Policy

It shall be the policy of the Hillside Fire Department to continue to provide for urinalysis/drug screening examinations for all applicants for the position of Firefighter and that all advertisements and announcements for the position of Firefighter shall clearly indicate that mandatory urinalysis/drug screening is a requirement for the position.

The urinalysis/drug screening of permanently appointed Fire Officers/Firefighters shall be required when there is reasonable individualized suspicion to believe that the Fire Officer/Firefighter is using illegal drugs.

Any Fire Officer/Firefighter who has undergone treatment for substance abuse will sign a document authorizing unannounced Random Drug Testing as a condition of returning to work and remaining an employee of the Township of Hillside.

Section 2: Purpose

It is the responsibility of the Hillside Fire Department to insure that those employees involved in the provision of public safety services to the Township of Hillside are not involved in the use of abuse of controlled dangerous substances, not only for the safety of the general community but for the safety of fellow employees.

The purpose of this order is to provide all employees with information on the methods and procedures for the urinalysis/drug screening testing program, as well as establishing a procedure for any affected employee to challenge the results of any urinalysis/drug screening test for illegal substances and drug abuse that proves positive.

This order shall serve as notification to all permanently appointed Fire Officers/Firefighters employed by the Hillside Fire Department, that urinalysis/drug screening shall be

conducted whenever there is reasonable individualized suspicion to believe that a Fire Officer/Firefighters is using illegal drugs under the guidelines as set forth in this order.

Section 3. Definitions.

The following definitions are provided for terms used in this order.

A. Abuscreen RIA - Radio Immunoassay - An initial drug screen used to detect the presence of drugs.

B. Applicants - any person who has entered into the employment process for the position of Firefighter and any person who is in the process of being rehired for the position of Firefighter.

C. Contractor - Agency designated by the Hillside Fire Division to conduct drug screening tests for the purpose of detecting illegal drugs. No agency may be used which does not possess a valid New Jersey State Department of Health clinical laboratory license with authorized toxicology specialty. A copy of said license shall be provided to the FMBA prior to the commencement of testing.

D. Drug Test - a urinalysis test administered under approved conditions and procedures to detect the presence of drugs.

E. GC/MS - gas chromatography/mass spectrometry; a confirmatory test to confirm the present of drugs. Shall always be used to confirm an initial positive drug screen.

F. Positive Test Result - a positive test result shall be that positive result obtained from the completion of the GC/MS confirmatory test.

G. Reasonable Individualized Suspicion - an apparent state of facts or circumstances that would induce a reasonably intelligent individual to believe that a specific condition, in this case the use of drugs, may exist.

H. Regularly Scheduled Physical Examination - Medical examination rendered no more than once in any twelve month

period. Notice of such examination shall be 30 calendar days in advance. Said medical examination shall include at least:

1. Review of the medical history furnished by the employee and a report of the items on the medical examination form.
2. Urinalysis.
3. TB screening (Tine).
4. Snellen eye screening examination.
5. Referral for an electrocardiogram, chest x-ray, blood work or further urinalysis if the clinical evaluation indicates the necessity.

I. Working Days - relates to the individual Fire Personnel's working tour.

Section 4. General Rules.

Fire Department employees shall not possess or use any controlled dangerous substance or any illegal drug while on duty or off duty, unless properly prescribed by a licensed physician or dentist.

Any Fire Department employee who believes that there is evidence causing reasonable individualized suspicion that a Fire Officer/Firefighter or other employee of the Fire Department is using illegal drugs, shall immediately file a report to the Chief providing all known facts and circumstances which lead the employee to believe that the subject of the report is or may be using drugs. All such reports shall be in writing and shall be forwarded directly to the Chief in complete confidence.

In the event an employee prior to being tested officially admits to using a controlled dangerous substance, the employee shall be afforded the options as outlined in Section 10 of this policy.

Section 5. Members Affected

All applicants for the position of Firefighter shall be tested for drug use as part of their pre-employment screening process.

a. The refusal or failure of any applicant to submit a urine sample for testing, when requested to do so, shall be the basis for rejection of the applicant for the position of Firefighter.

b. A positive test result for the presence of any controlled drug or substance, illegal drug or substance or any prescription or non-prescription drug not listed on the drug screening medication information form shall be the basis for rejecting the applicant for the position of Firefighter.

Permanently appointed employees in the position of Fire/Officer/Firefighter shall be tested for drugs or drug use when there is reasonable individualized suspicion to believe that the employee is using illegal drugs, and only after it has been demonstrated that there is an objective basis for the reasonable suspicion, and then only with the permission of the Fire Chief or, in his absence, the Acting Chief (FMBA representative being notified).

a. The following characteristics and/or factors may be used to form or establish reasonable individualized suspicion as defined herein.

1. physical impairment or incapacitation.
2. excessive absenteeism.
3. chronic lateness.
4. deterioration of works habits.
5. reduced productivity.
6. confidential information concerning illegal drug use.
7. a positive urinalysis result as the result of testing during a bona fide medical examination.
8. involvement of a Fire Department vehicular accident, where there is reasonable individualized suspicion that drug use may have been a contributing factor.
9. uncharacteristic behavior patterns.

b. The refusal by an employee to submit to a urinalysis test when so ordered, based on reasonable suspicion, shall be the

basis for immediate suspension, without pay, pending disciplinary action which may result in the employee's termination from the Department.

c. Any employee who produces a positive test result indicating the presence of any illegal drug or substance or narcotic drug or substance or unexplained prescription drug or substance, shall be subjected to disciplinary action up to and including possible termination from the Department.

d. Receipt of confirmation from the testing laboratory of a positive test result indicting the presence of any illegal drug or substance, any narcotic drug or substance or unexplained prescription drug or substance, may be the bias for the immediate suspension, without pay, of the affected employee.

Section 6. Laboratory Procedures

The agency contracted by the Hillside Fire Department to conduct urinalysis/drug screening will provide the Fire Department with proof that the method used to perform the analysis for the presence of drugs will be:

- a. Initial screening by Abuscreen RIA method.
- b. Verification of all initial screening positive tests.
- c. Confirmation analysis by GC/MS.

The following is a schedule of the drugs that will be determined by the testing procedure and the established levels that will be considered positive readings:

Drug/Drug Metabolite	RBL Screening Cut-Off (ng/ml) Abuscreen/EMIT	GC/MS Confirmation Cut-off (ng/ml)
Delta-THC-9 Carboxylic Acid (Marijuana)	50/50	10
Benzoylecgonine (Cocaine)	300/300	200
Morphine (Opiates)	300/300	100

Amphetamine	1,000/300	500
Barbiturates	200/300	200
Benzodiazepines	300/300	300
Phencyclidine (PCP)	25/75	20
Methaqualone	750/300	750

The schedule of drugs shall not be considered inclusive. It may be expanded to include other controlled dangerous substances or illegal drugs if in the opinion of the Fire Chief or the Director of Personnel it is necessary to do so. If the schedule of drugs is expanded by the addition of any other illegal or controlled dangerous substance, then the schedule will also define the established level that will be considered a positive reading for the additional substance. Expansion of the schedule shall be subject to mutual agreement between the Township and the FMBA.

Section 7. Specimen Acquisition Procedures

A person designated by the Chief in the Fire Department shall arrange for obtaining an urine sample for the purposes of urinalysis/drug screening.

a. Prior to submission of an urine sample, the Fire Officer/Firefighter shall complete a Drug Screening Information Form providing all the information as requested on the form.

b. The Official Monitor shall be responsible for ensuring that all required forms from the specimen acquisition have been accurately and thoroughly completed.

c. Prior to the submission of the urine sample, the

Official Monitor and the Fire Officer/Firefighter shall inspect the specimen bottle to insure that the specimen bottle has not been tampered with. If there is any doubt in this regard, the specimen bottle shall be replaced by the Official Monitor.

d. Urine samples will be processed in accordance with accepted chain of evidence procedures. Throughout the acquisition process, the identity of the Fire Officer/Firefighter shall be preserved through the use of the social security number in lieu of the person's name on all forms submitted to the laboratory with the urine sample.

e. The Fire Officer/Firefighter shall complete all information on the specimen bottle label and on the Laboratory Chain of Custody form.

f. After the Officer Monitor has inspected the information for accuracy, the Fire Officer/Firefighter shall void at least 50 milli-liters of urine into the specimen bottle.

g. The Fire Officer/Firefighter shall void the urine sample in the presence of the Official Monitor in a recognized rest room in the Fire Department.

h. After collection, the Fire Officer/Firefighter shall make sure the lid is tight.

i. The Official Monitor shall then seal the bottle with "Confidentiality" tape in the presence of the person giving the sample. The tape shall be applied across the top of the bottle and down the sides so as not to obscure the label.

j. The Fire Officer/Firefighter will then initial the tape once it is in place.

k. The Official Monitor will now mark the appropriate box on the chain-of-custody form and sign in the space provided, attesting the proper procedure was observed in collection and sealing of the sample.

l. The sealed specimen bottle and the original of the request form will now be placed in the chain-of-custody bag and the bag sealed.

m. The second copy of the form will then be folded and placed in the outside pocket of the bag.

Samples may only be taken at a recognized restroom within the Fire Department Headquarters or at the testing contractor's place of business. If the sample is to be obtained at the testing contractor's place of business, the employee shall be escorted to the location by a person designated by the Chief.

The only person who will be in attendance during the sampling process shall be a monitor who is of the same sex as the employee/applicant contributing the sample, and if necessary a another person designated by the chief who shall also be of the same sex as the employee/applicant contributing the sample.

The contractor shall be responsible for the chain of custody of the sample and for all necessary transportation of the sample to the designated testing facility.

In the event that an original sample is in any way

contaminated or proves to be of insufficient quantity for complete testing, the employee may be requested to provide another sample, either as a member of a subsequent group test or individuality.

In the case of permanently appointed Fire Officers/Firefighters, at the time that a urine sample is provided the employee may request that a second sample be taken for storage and possible future challenge.

a. The second sample shall be provided at the same time the first sample is taken.

b. The same security and chain-of custody procedures used on the first sample will be used on the second.

c. The secured second sample will be stored in a secured refrigerated area in the Fire Department with access on by the Fire Chief.

Section 8. Specimen Results

The contractor shall communicate all laboratory analysis results to the Director of Personnel or the Fire Chief via certified copy of the final results in an appropriate mailer or envelope marked confidential. The final results will be reviewed by the Director of Personnel and the Fire Chief. Each employee who has been rendered final results shall be notified of receipt by the Chief or his designee of the results.

Final laboratory reports indicating negative results of the urinalysis/drug screening may be reviewed by the employee who

contributed that specific sample if the employee submits a request in writing through the chain of command within five working days of notification or receipt of the final results by the Fire Chief. An employee shall receive a copy of the results which shall be initialed. The original shall be placed in his personnel file maintained by the Department.

In the case where secondary urine samples were taken, and the primary sample test proves negative, the secondary sample will be discarded.

Whenever any sample results in a final laboratory test which is positive for the presence of any illegal or controlled dangerous substance included on the schedule or drugs:

a. The employee shall be notified as soon as practical, in person by the Fire Chief or, in his absence, the on-duty Deputy Chief, and as soon as possible thereafter in writing, advising the employee of the results of the test and the options available to the employee under Section 10 of this order.

b. It shall be at this time that the employee will have an opportunity to state if there are any medical reasons why certain drugs were found in his system. Medical proof shall be in a form designated by the Fire Chief, and shall be presented in his office by the time specified by the Chief.

c. Instances of positively confirmed illegal substances in the specimen may be discussed with the physician of the Township of Hillside.

Section 9. Employee Challenge

An Employee who provided a secondary urine sample may challenge the results of any positive test result by making a written application to the Chief within ten working days after being notified of the positive test results., An employee who challenges the test results shall:

a. Make arrangements for the testing of the secondary urine sample by the GC/MS method of screening and confirmation with the Fire Department's contractor.

b. The employee shall accompany or provide an agent acting on their behalf to accompany a person designated by the Chief along with the secondary urine specimen, to the testing firm contracted by the Hillside Fire Department. All costs incurred shall be borne by the employee concerned unless the second sample shall prove negative, in which event the Township of Hillside shall bear the costs incurred.

c. The employee shall insure that the testing firm provides a certified copy of the test results directly to Director of Personnel and the Fire Chief.

d. Any scheduled disciplinary proceeding shall be postponed until the results of the urinalysis/drug screening performed by the testing firm are received by Director of Personnel and the Fire Chief. In the event the second sample proves negative, disciplinary proceedings shall be terminated and the results of the positive test shall be expunged from the employee's file.

e. Unless the employee conforms to the procedure as outline in Section 9 of this order, the secondary test results will not be accepted by the Township of Hillside for the Fire Department.

Section 10. Employee Options

Options available prior to termination:

- a. Enrollment of employee in a drug rehabilitation program.
- b. Signing of waiver that return to used of drugs will result in termination of employment.
- c. Mandatory periodic testing of employee after return to duty after completion of a rehabilitation program.
- d. Failure to enroll or to complete any required rehabilitation program will result in termination from the Department.

DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 1990 and shall continue in effect through December 31, 1992.

Subject to good faith negotiations by both parties this Agreement shall be extended until a new Agreement has been negotiated.