

AGREEMENT BETWEEN
TOWNSHIP OF NORTH BRUNSWICK
AND
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
(FMBA) LOCAL 71

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PREAMBLE

THIS AGREEMENT made this _____ day of _____, 2006 by and between the Township of North Brunswick, a municipal government in the County of Middlesex (hereinafter "Employer" or "Township") and FMBA (Fireman's Mutual Benevolent Association) Local 71, with its principal place of business at 1447 Campbell Street, Rahway, New Jersey, (hereinafter "Union").

WHEREAS, the Township and the Union have heretofore entered into negotiations as to various matters concerning the conditions and terms of employment, and

WHEREAS, the Township and the Union now desire to reduce the agreements arrived at by said negotiations to a written agreement;

NOW, THEREFORE, WITNESSETH the parties hereto, namely; the Township and the Union, do agree as follows:

ARTICLE I

RECOGNITION AND NON-DISCRIMINATION

1. The Township of North Brunswick recognizes the Union as the majority representative of the Township's employees, whose titles are set forth in Schedule A, excluding all other employees.
2. No employee will be discriminated against by either party because of race, creed, color, religion, sex, union affiliation, political affiliation and activity, union activity, marital status or age.
3. FMBA Local 71 represents all full-time Fire Prevention Specialists. All part-time employees hired in the title of Fire Prevention Specialist, defined as employees regularly working 20 or less hours per week, are excluded from the bargaining unit. The Township may hire part-time employees to perform scheduled inspections, but cannot assign work that would reduce or eliminate overtime for a full-time employee for arson investigation, call-outs, special events, etc.

ARTICLE II

HOURS OF WORK AND OVERTIME

1. The work week shall be forty hours (40) hours. The work day shall begin and end at approximately the same hours as generally prescribed for other employees in the Municipal Building. From Monday to Friday, overtime shall be paid for any hours worked in excess of 40 hours at one and one-half (1.5) times the hourly rate of base pay.
2. The lunch period shall be a paid one (1.0) hour period.
3. If an employee requests and the department director approves in writing, compensatory time off at one and one-half (1.5) times the hourly rate of base pay may be substituted for overtime pay. The department director may direct an employee to use accrued compensatory time at any time.
4. Where an employee is recalled to work, work shall be compensated at one and one-half times the hourly rate of base pay.
5. Where an employee is recalled to work on a Sunday or holiday such work shall be compensated at two (2) times the hourly rate of base pay.
6. In the event an employee reports for the regularly scheduled work shift without having been notified that there is no work, the employee shall be paid a regular pay.
7. In the event the employee is recalled to work after the conclusion of the normal work day the employee will be entitled to a minimum of four (4) hours pay at time and one-half rates. This provision shall not apply to a directive to report earlier or stay later than a normal workday.
8. Overtime shall be distributed equally among employees who normally perform such work and who are willing to work. In the event of no volunteers, the Township shall have the right to direct employees to work overtime starting with the least senior employee who normally performs such work, in rotating inverse order of seniority. Upon request, the Township will supply the Union appropriate data concerning the distribution of overtime.
9. The Union shall have:
 - a. Two (2) ten (10) minute breaks, one in the first four (4) hours of work and the other in the last four (4) hours
10. The scheduling of breaks shall remain in the employer's discretion, subject to the needs of the work.

ARTICLE III

OVERTIME MEALS

1. The Township will provide meals for employees working overtime if such work continues for (2) hours after the end of the workday and again at eight (8) hours after the end of the workday. The Township may, in lieu of providing meals, provide a meal allowance of Six Dollars and Fifty cents (\$6.50) per meal. This allowance shall not apply in a case where there is a one (1) hour break between the end of the workday and the commencement of the overtime.

ARTICLE IV

WORK ASSIGNMENTS

1. Whenever possible, employees shall be assigned work within their job classification.
2. Employees, who are assigned in writing by authorized supervisor to work in a different job title requiring greater responsibility for a period of five (5) consecutive working days, shall receive additional compensation on an hourly basis equal to the hourly rate of the current annual salary of the higher job title.
3. In order to determine whether a job title has greater responsibility the employer shall promptly ask the Township. That determination shall be binding on both parties for the life of this agreement.

ARTICLE V

WAGES AND OTHER COMPENSATION

1. The starting salary for any new personnel in the title of Fire Prevention Specialist shall be within the existing salary range for that job title.
2. Effective January 1, 2004, employees then in the title of Fire Prevention Specialist shall receive a six percent (6.0%) increase to their base salary.
3. Effective January 1, 2005, employees then in the title of Fire Prevention Specialist shall receive a three and one quarter percent (3.25%) increase to their base salary and be eligible for up to 2.5% in a performance review potential increase above the base salary increase.
4. Effective January 1, 2006, employees then in the title of Fire Prevention Specialist shall receive a three and one-half percent (3.5%) increase to their base salary and be eligible for up to 2.5% in a performance review potential increase above the base salary increase.
5. Effective January 1, 2007, employees then in the title of Fire Prevention Specialist shall receive a three percent (3.0%) increase to their base salary and be eligible for up to 2.5% in a performance review potential increase above the base salary increase.
6. Effective January 1, 2008, employees then in the title of Fire Prevention Specialist shall receive a three percent (3.0%) increase to their base salary and be eligible for up to 2.5% in a performance review potential increase above the base salary increase.
7. A Performance Review will be conducted by the employees' supervisor and department director and applied retroactively to each member for their prior year service performance review from 2005 through 2008 which will be conducted at the end of each calendar year. For example, the amount shown above for a performance review increase in 2005 -- 2.5% -- will be used as the highest potential increase for an employee's 2004 performance review and will be awarded effective 1/1/2005. Reviews will be based upon the Performance Review document used for non-union employees and will assess individuals on productivity, teamwork, demeanor and general contribution and effort to in meeting assigned tasks and specific targets of inspection of properties. Employees will receive performance review increases in addition to their base pay increase, effective January 1, based upon their individual review and proportionately up to the maximum percentage increase provided above.
8. Additional compensation: The Township will pay to any member, who maintains an arson investigator certification, who is certified and qualified pursuant to the rules and regulations of New Jersey Division of Fire Safety, and who regularly responds in seniority rotation to calls

requiring an arson investigation, an annual stipend of \$1000.00 which will be paid by January 31 of the succeeding year. This provision shall be retroactive to the term of the new agreement and the stipend for 2004 and 2005 will be paid within 30 days of contract ratification by both parties.

9. The Township will provide each member's initial work uniform and will replace any part of a uniform, if damaged while on the job. The Township will provide a uniform maintenance allowance to be paid for maintenance of uniforms and replacement of uniforms due to normal wear and tear. For 2004 and 2005, the allowance is \$200.00. For 2006 through 2008 and thereafter, the allowance will be \$850.00 and will be paid by April 1 of each year.

ARTICLE VI

HOSPITALIZATION AND OTHER BENEFITS

1. Effective January 1, 2004, the Township shall be responsible to pay the premiums for the current Healthnet or Qualcare health plan.
2. Effective January 1, 2005 through December 31, 2006, the Township shall be responsible to pay the premiums for whatever plan within the offering of the State Health Benefits Plan is selected by the employee.
3. After January 1, 2007 and when effective as provided below:
 - a. the Township, in addition to providing the existing health care coverage for current employees subject to this agreement, will enhance the existing health benefit by providing retention of health benefits to retiring employees with 25 years of employment with the Township. This 25 year requirement shall apply to new employees who opt to continue their health care coverage with the Township's healthcare provider. Current employees covered by the contract as of the date of execution of this Agreement will qualify for this benefit at 20 years of employment with the Township. The Township shall directly pay to the health care plan in their behalf for retirement benefits coverage (medical health benefits and prescription benefits, not dental) for the employee and his/her spouse. The employee shall be responsible for the balance of any costs for other dependents to participate in the health care plan then in effect and as such plan may allow.
 - b. When the employee becomes eligible for Medicare coverage, the Township contribution for employee and spouse health benefits coverage shall cease.
 - c. To help defray the cost of this enhanced benefit, the employee shall be responsible to pay, via salary deductions, 0.5% (one half of one percent) of their base salary (salary not including longevity pay). The employee share shall increase by .5% (one-half of one percent) of base salary each year thereafter. For example, if this expanded benefit were to theoretically begin on January 1, 2007, the payroll deduction for each employee in 2007 would be .5% (one-half of one percent) of the employee's 2007 annual base salary. On January 1, 2008, the payroll deduction would increase .5% from .5% to 1% (one percent) of base salary for 2008.
 - d. This benefit shall become effective for eligible employees who retire on or after the date when, in accordance with the State Health Benefits Plan or any other plan then in effect

for members of the union, employees may begin salary deductions as outlined in paragraph c above.

4. Employees will be eligible for participate in a voluntary, opt-out/opt-down program to eliminate dual coverage as of January 1, 2005 as follows:
 - a. The employee will be entitled to 33% of the savings in premium cost of the lowest cost plan offered within the State Health Benefits.
 - b. He/she must remain out of the plan for twelve (12) consecutive months, except under exigent circumstances. Payment will be made within 45 days after the twelve month period expires.
 - c. Proof of alternate coverage of the employee must be provided.
 - d. If opt back in because of emergent circumstances, employee shall only receive a pro-rata portion of the savings.
 - e. Can only opt back in during open enrollment period.
 - f. There shall be a Chapter 125 Flexible Spending Account (FSA) as to reimbursement in lieu of benefits.

5. The Township agrees to provide Prescription Plan coverage with prescription co-pays, as of January 1 of each year, as per the following table:

<u>Effective Date</u>	<u>Generic co-pay</u>	<u>Formulary co-pay</u>	<u>Non-formulary co-pay</u>
1/1/2006 or upon ratification	\$7.00	\$25.00	\$35.00
1/1/2007	\$7.00	\$25.00	\$35.00
1/1/2008	\$9.00	\$25.00	\$35.00

- a. If no generic drug exists for any formulary or non-formulary brand name prescription drug, the employee shall only pay the generic co-payment.
6. The Township agrees to contribute the sum of Three Hundred Eighty Four Dollars and Ninety-Six Cents (\$384.96) annually for each single employee without dependents and Four Hundred Dollars and no cents (\$400.00) for each single employee with dependents for the purchase of dental insurance coverage as per past practice. The employee shall continue to pay any additional costs for the program over that sum.
7. In the event a member of the bargaining unit is killed in the line of duty, health and dental benefits shall be provided to the employee's then current spouse and dependents.

ARTICLE VII

LONGEVITY

1. In addition to wages, employees shall receive a longevity bonus in accordance with the following schedule:

Five (5) Years	\$200.00
Ten (10) Years	\$400.00
Fifteen (15) Years	\$600.00
Twenty (20) Years	\$800.00
2. Longevity shall be given in a lump sum payment and shall not be added to or considered part of the base salary of any employee.
3. Longevity pay in accordance with this schedule shall be given annually in the first week of July to employees who are or may become entitled to longevity between January 1, up to and including June 30. Employees who are or may become entitled to longevity between July 1 up to and including December 31 shall be given longevity pay in the first week of December.

ARTICLE VIII

DISABILITY COMPENSATION

1. The Township agrees to continue the salary of employees injured on the job or who suffer a work related illness in exchange for their assignment to the Township of their lost time payment under the Worker's Compensation Act for as long as the employee is adjudged eligible to receive Worker's Compensation benefits. Such time shall not be charged against sick Leave.

ARTICLE IX

SICK AND PERSONAL LEAVE

1. For purposes of this Article, sick leave is hereby defined to mean the absence from duty of an employee because of illness, accident, exposure to contagious disease or attendance upon a member of his/her immediate family who is seriously ill and requires the care and attendance of such employee, death in the immediate family; or for maternity and paternity reasons.
2. All permanent employees shall be granted annual sick leave as follows:
 - a. One (1) working day's sick leave with pay for every month of service completed from date of regular employment up to and including December 31st following such date of employment.
 - b. Fifteen (15) working day's sick leave with pay for each succeeding calendar year.
3. Sick Leave not taken in a given year shall accumulate to the credit of the employee and such individual shall be entitled to the accumulated sick leave if and when needed.
4. An employee is required to notify his or her immediate supervisor at the beginning daily work hour when it is necessary to take sick leave as defined herein.
5. If an employee is absent for five (5) consecutive working days or more than five (5) working days in any quarter of a calendar year, for any reasons contained herein, sufficient proof from an attending physician, or in the case of quarantine and exposure to contagious disease, a certificate from the local health department is required.
6. In the event any employee bargaining unit in the Township is provided disability insurance coverage that this unit shall receive the same benefit.
7. If an employee reports late for work or is required to leave early by reason of sick leave, the time shall be administered in fifteen (15) minute intervals.
8. Upon retirement, employees shall be paid thirty dollars (\$30.00) per day for all unused sick leave.
9. On or about December 31st of each calendar year each employee shall have the option of "selling back" to the Township at the then current daily rate of pay a number of unused sick leave days in accordance with the following formula:

Remaining sick Leave Days:	Eligible to Sell Back:
15	5
14	4

13	3
12	2
11	1
10 or less	0

This program shall be limited to the sick leave days credited to the employee on January 1st of that year. By accepting payment for such days the employee shall relinquish the right to accumulate such days.

ARTICLE X

DEATH IN FAMILY

1. Employees shall receive full salary for up to three (3) working days in the event of a death in the immediate family, to be taken from either the date of death or date of funeral. The immediate family shall be defined as father, mother, spouse, children, grandparents, sister, brother, father-in-law and mother-in-law.
2. Employees shall be granted one (1) day off without loss of pay to attend the funeral of any other relative defined as uncle, aunt, nephew, niece, brother-in-law, sister-in-law, daughter-in-law, or son-in-law.

ARTICLE XI

VACATIONS

1. The following vacation schedule shall remain in effect for the term of this Agreement:

LENGTH OF SERVICE:

VACATION ALLOWED:

Less than One (1) year

One (1) day of vacation for each completed month of service up to twelve (12) days.

One (1) year but less than Five (5) years

Thirteen (13) days.

Five (5) years but less than Ten (10) years

Sixteen (16) days

The tenth (10th) year

Twenty-one (21) days

The eleventh (11th) year but less than fifteen (15) years

Twenty-one (21) days plus one (1) additional day for each two (2) years of service after ten (10) years.

The fifteenth (15th) year
And thereafter

Twenty three (23) days

2. The vacation period shall begin on January 1 of each calendar year. Unused vacation must be used by the end of the next succeeding year in which it is earned.
3. Employees must request vacation leave in writing to their supervisor at least 72 hours in advance of the leave. Employees shall not be required to work on any day, which is a vacation day.

ARTICLE XII

HOLIDAYS

1. The Township will pay employees for the following un-worked holidays:

New Year's Day	Veteran's Day
Good Friday	General Election Day
President's Birthday (as observed)	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	Columbus Day
Martin Luther King's Birthday	
2. If any of the above listed holidays falls on a Saturday, it shall be celebrated on the preceding Friday. If any holiday falls on a Sunday, it shall be celebrated on the following Monday.
3. If a holiday falls during an employee's vacation, he shall be paid for that day as a holiday and it shall not be charged to his vacation time.

ARTICLE XIII

LEAVE OF ABSENCE

1. A leave of absence without pay may be granted in accordance with state and federal regulations pertaining to family and personal leave. Requests for leave of absence shall be submitted in writing to the department director and forwarded to the Business Administrator for approval.

ARTICLE XIV

TRAINING AND EDUCATION

1. The cost of training courses or educational programs that are designed to increase abilities and job performance offered by various educational institutions or government agencies may be approved by the department director.
2. College tuition for courses of study directly associated with an employee's profession and job responsibilities with the Township shall be reimbursed by the Township to an employee at eighty (80) percent of the tuition costs up to six (6) credits per semester. The Township's reimbursement shall be capped at two thousand five hundred dollars (\$2,500.00) each calendar year. Requests to attend such courses must be submitted in advance and in writing to the department director. Official transcripts will be required and a passing grade in the course must be attained to be reimbursed.

ARTICLE XV

MILITARY DUTY

1. The Town will fulfill its obligations concerning an employee's military service as required by State and Federal Law.

ARTICLE XVI

JURY DUTY

1. An employee shall be given time off without loss of pay when:
 - a. Performing jury duty:
 - b. Summoned to appear as a witness before a court, legislative committee or judicial or quasi-judicial body unless the appearance is as an individual and not as an employee.

ARTICLE XVII

MANAGEMENT RIGHTS

1. The Township reserves all rights except those specifically modified herein.

ARTICLE XVIII

NO STRIKE

1. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.
2.
 - a. The Union recognizes the Township's right to manage its affairs and direct its work force and, within the existing framework of the Statutes of the State of New Jersey, to maintain and operate its departments and agencies efficiently.
 - b. The Township has and is vested with all the customary and usual rights, power, functions and authority of management.
 - c. The Union further recognizes that the management of the Township, the control of its properties and the maintenance of order and efficiency is a responsibility of the Township.

ARTICLE XIX

DISCIPLINE

1. No employee shall be disciplined or discharged without just cause.
2. The Township shall take no final disciplinary action against any employee without:
 - a. written charges and specifications.
 - b. afford the employee the opportunity for a hearing on said charges.
 - c. informing the employee of his/her right to representation.
 - d. allowing the employee to exercise his or her rights as provided under Department of Personnel Rules and Regulations.
3. No hearing shall be held sooner than five (5) days after the service of the written charges and specifications referred to in section 2 (a) above.
4. The Union shall be provided with a copy of all disciplinary charges and specifications referred to in section 2 above.

ARTICLE XX

GRIEVANCE PROCEDURE

1. PURPOSE

- a. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that the procedure will be kept as informal as may be appropriate.

2. DEFINITIONS

- a. The term "grievance" shall mean an allegation that there has been:
 - i. A misinterpretation or misapplication of the terms of the agreement.
 - ii. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the employees affecting terms and conditions of employment.
 - iii. Disciplinary Action.

3. PRESENTATION OF A GRIEVANCE

- a. The Township agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one (1) union representative who is an employee of the Township at the appropriate Step.

4. STEPS OF THE GRIEVANCE PROCEDURE

- a. The following constitutes the sole and exclusive method of Resolving grievances between the parties covered by this Agreement.

i. STEP 1.

1. The grievant shall institute action in writing, signed and delivered to his/her immediate supervisor within fifteen (15) working days of the occurrence complained of, or within fifteen (15) working days after he/she would reasonable be expected to know of its occurrence. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is the Union Representative. The grievant or the Supervisor may request a meeting to discuss the grievance.
2. The supervisor shall render a decision in writing within five (5) working days after receipt of the grievance.

ii. STEP 2

1. In the event the grievance has not been resolved at Step 1, the Union and only the Union may file the written grievance on the approved form with the Township Administrator within fifteen (15) working days of the grievant's receipt of the response or expiration of the time to respond at Step 1.
2. The Township Administrator or his/her designee shall discuss the grievance with the grievant and the Union Representative within ten (10) working days of receipt of the grievance at this Step.
3. The Township Administrator shall give a written decision to the Union no later than five (5) days thereafter.

iii. STEP 3

1. In the event the grievance has not been satisfactorily resolved at Step 2, the Union and only the Union may submit the matter to arbitration on the following conditions:
2. The request for arbitration must be filed in writing with the Public Employment Relations Commission no later than forty-five (45) calendar days after receipt of the response or expiration of the time to respond at Step 2.
3. Nothing in this agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the Department of Personnel. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final.
4. Where the grievance arises from facts, which would permit the individual grievant to appeal to the Department of Personnel, this procedure shall be optional. If any appeal is filed with the Department, the processing of the grievance shall cease and the grievance shall be considered withdrawn and, if necessary, the matter withdrawn from arbitration.

5. No arbitration hearing shall be scheduled until such time as the time limit or appeal to the Department has expired, usually not later than twenty (20) days from the date of the action complained of.
 6. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time on the grievance form.
 7. Permanent arbitrators may be selected by agreement between the parties within thirty (30) working days following the execution of this agreement.
 8. The arbitrator shall issue his/her decision no later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, then, from the date of the transmitting of the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit decisions strictly to the application and interpretation of the provisions of the Agreement and shall be without power or authority to make any decision:
 - a. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.
 - b. Limiting or interfering in any way with the powers, duties, and responsibilities of the Township under applicable law, and rules and regulations having the force and effect of law.
 9. The filing or dependency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the employer to take the action complained of subject, however, to the decision of the arbitrator.
5. The parties may mutually agree in writing to extend any time limit at any step of the procedure.
 6. Advisory Arbitration of grievances may be sought by the Union when binding arbitration of grievances defined in Section B. is not permitted.

ARTICLE XXI

SENIORITY

1. Seniority, for purposes of this Article, is defined as the length of an employee's service to the Township in a title covered by this Agreement.
2. An Employee shall cease to have seniority rights by:
 - a. Voluntary quitting.
 - b. Justifiable discharge.
 - c. Absence beyond an approved leave for more than five (5) days, unless the employee provides his/her supervisor with a reasonable excuse acceptable to the Township's appointing authority.
3. The Township shall supply the Union with an up-to-date Seniority List on or before January 1 of each year.
4. Seniority shall be applied for priority selection of vacation, other discretionary leave, and for overtime.

ARTICLE XXII

LAY OFF AND TERMINATION

1. No employee shall be laid off or his/her work terminated for reasons other than just cause.
2. In the event reduction of force is necessary in any one area or department, the Township will endeavor to place affected employees in available openings in the same area or department or another area or department.
3. At the time of layoff, employees shall receive all vacation time due and not taken.
4. In the reduction or restoration of the working force, the rule to be followed shall be in accordance with New Jersey Department of Personnel Rules and Regulations.

ARTICLE XXIII

UNION SECURITY

1. Pursuant to law, the Township agrees that every employee shall have the right to freely join, organize and support the Union and its affiliates for the purposes of engaging in collective negotiations.
2. As a duly elected body exercising governmental power under the laws of this State, the Employer agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by any laws of New Jersey and the United States.
3. It is agreed that at the time of hiring, the Township will deliver to each new employee a copy of this Agreement and a packet of materials to be supplied by the Union.
4. Whenever any representative of the Union or any other employee covered by this Agreement is required or scheduled to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he or she shall suffer no loss in pay or any other contractual benefit to which he or she is entitled such as vacation or personal leave, etc. Such activities shall be scheduled by or be scheduled with the approval of Township officials, which shall not unreasonably be withheld.

ARTICLE XXIV

DUES DEDUCTION

1. The Township agrees to deduct dues exclusively for the Union from the wages of an Employee covered by this Agreement, pursuant to the existing statute, as amended, provided, at the time of such deduction, there is in the possession of the Township a current written assignment, individually and voluntarily executed by the Employee. The Union shall be responsible for securing the signatures of its members on the forms and delivering the signed forms to the Township.
2. The Township will deduct the current dues from the pay of the Employee(s) on a bi-weekly basis, provided that, if an Employee has no pay for such pay period, or if such pay period is the first pay of a new Employee, such dues shall be deducted from the next appropriate pay period. The Township will deduct from the pay of the Employee(s) in any one-month only dues incurred while an individual has been in the employee of the Township and only such amounts becoming due and payable in such month.
3. In the event that a refund is due any Employee for any sums deducted from wages paid to the Union, it shall be the responsibility of such Employee to obtain appropriate refund from the Union.
4. The Township will forward all dues deduction monies collected on a monthly basis to the Designee of the Union. A list of the names and addresses from which dues have been deducted will be forwarded monthly. A copy of this list shall be sent to the Union Representative.
5. The Township will implement a fair share representation fee equal to eighty-five percent (85%) of the Union dues, which shall be withheld in accordance with the law. The Union shall indemnify the Township from all liability resulting from and/or caused by dues deduction or fair representation fees.
6. The Township will notify the Union in writing of the name, job title, job location, and salary of any new hire.

ARTICLE XXV

BULLETIN BOARD SPACE

1. The Township shall provide a bulletin board for use by the Union to enable employees of the bargaining unit to see notices posted thereon when reporting or leaving their workstations, or during their rest periods. All notices shall be initialed by the Union Representative and shall relate to the Union affairs.
2. The Union will hold the Township harmless and indemnify the Township, and its agents and employees for any damages, fees and costs arising out of the Union's use of the Bulletin Board.
3. The Union bulletin board shall be installed in the employee lunchroom in the Municipal building.

ARTICLE XXVI

MAINTENANCE OF BENEFITS

1. No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions, which are of benefit to all employees.

ARTICLE XXVII

FULLY BARGAINED PROVISIONS

1. The parties agree that they have fully bargained and agreed upon all terms and conditions of employment.
2. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing, only, and executed by both parties.

ARTICLE XXVIII

SAVINGS CLAUSE

1. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

ARTICLE XXIX

HEALTH AND SAFETY

1. Any issues that the Union deems to be health and safety problems will be communicated to the Township Administrator.
2. The Administrator will, at the Union's request, meet with representatives of the Union to discuss the problems and hear any recommendations, which the Union may have to resolve the problems.
3. The Township will make a reasonable effort to resolve health and safety issues raised by the Union.
4. The Township will notify the Union Representative of any proposed measurement of worker exposure to any potentially dangerous condition or toxic substances to which workers are expected together with material data sheets, if any.

ARTICLE XXX

N. J. DEPARTMENT OF PERSONNEL RULES AND NEW POSITIONS

1. The rules, regulations and procedures contained in the New Jersey Administrative Code, Title 4A - Department of Personnel, apply to positions and employment in the classified service unless otherwise expressly stated.
2. In the event the Township creates a new title, the Union shall be notified of its establishment, in advance, when practicable, but in any case no later than the date of the filing of the position.
3. The Township shall have the right to fill any new positions.
4. The Township agrees to negotiate terms and conditions of employment for those positions it agrees are within the bargaining unit.
5. Such negotiations shall take place within five (5) business days of the Union's request.
6. The terms and conditions of the position and retroactivity shall be the subject of negotiations between the parties.

ARTICLE XXXI

UNION LEAVE

1. The Union Representative covered by this Agreement shall be granted five (5) days per annum aggregate time off with pay to attend to Union business. Additionally, he/she shall be granted five (5) days per annum aggregate without pay to attend to Union business.

ARTICLE XXXIII

PERSONAL LEAVE

1. All permanent employees shall be granted (3) personal days leave per calendar year. For purposes of these regulations, such days are for personal and private business as specified but not limited to the following:
 - a. Observance of a religious holiday
 - b. Court subpoena
 - c. Moving
 - d. Marriage of employee
 - e. House closing
 - f. Graduation of children or spouse from college
 - g. Emergency situation directly affecting the health and safety of family members.
 - h. Medical examination
2. Personal days may not be made part of a vacation leave for the purpose of extending such leave. When possible an employee shall notify his or her immediate supervisor of the date a personal day is to be taken.
3. Personal Leave Days may be carried over until March 31st of the year succeeding the year in which they were earned.

ARTICLE XXXIV

PART TIME, SEASONAL AND TEMPORARY EMPLOYEES

1. Every permanent, part-time employee working a minimum of thirty (30) hours per week shall be entitled to the following benefits on a pro-rated basis:
 - a. Annual vacation leave
 - b. Annual sick leave
 - c. Leaves of absence without pay
 - d. Emergency and special leave
 - e. Personal Leave
 - f. Disability Compensation
2. All other employees hired on a temporary basis or for seasonal work during summer months shall not be granted any benefits extended to permanent, full-time and permanent, part-time employees.

ARTICLE XXXII

POSTING

1. All vacancies in any bargaining unit position shall be posted on bulletin boards with the following information:
 - a. Department of Personnel job description
 - b. Location of the job;
 - c. Salary range of the job.
2. A copy of the posting will be given to the Union Representative.
3. During the seven (7) day posting period the Township may fill the vacancy on an interim basis in order to avoid undue interruption of Township operations.
4. Prior to permanent filling of a vacancy, pursuant to Department of Personnel requirements, the Township will fill the vacancy in accordance with this procedure in order that existing employees may have an opportunity to make known any desire to apply for the position.
5. A vacancy shall be deemed to occur when:
 - a. an existing position is vacated as a result of a termination, promotion or transfer;
 - b. a new position is created in the bargaining unit.
6. Whenever possible, the Township will post vacancies as soon as it has formal notice that a vacancy will occur.

ARTICLE XXXV

EMPLOYEE LOUNGE

1. The Employer shall provide a table and chairs, maintain the refrigerator and provide an air conditioner in the employee lounge.
2. The Union shall have the right to maintain a filing cabinet at an approved location within the Municipal Building.

ARTICLE XXXVI

PERSONNEL FILE

1. There shall be one personnel file for each employee.
2. The employee shall have the right to examine the file on written request to the Department Director.
3. The employee may examine the file during normal business hours, provided that the number of employees who request said examination at any one time shall not unduly interfere with normal operations and in no event shall any employee be refused for longer than one (1) working day. The employee may have a FMBA Union Representative present at such examination.
4. The employee shall be entitled to a copy of the file in the event of formal disciplinary charges and shall be entitled to a reasonable amount of copies in other events.
5. No formal disciplinary action, nor other document, which might be used in a disciplinary hearing, may be placed in the file unless the employee was provided with a copy.
6. The employee shall have the right to place a written rebuttal in the file to any document in the file.

ARTICLE XXXVII

DURATION

1. This Agreement shall be effective January 1, 2004 to December 31, 2008.
2. By this Agreement, this contract and all its provisions shall be extended to remain in full force and effect during any period of negotiations on a succeeding contract, which shall continue beyond the expiration date of this contract.
3. Either party to this Agreement may serve notice of an intention to modify or change this Agreement no sooner than one hundred and twenty (120) days prior to the expiration of the contract.

SCHEDULE A

The provisions of this agreement shall apply to all personnel employed by the Township in the following Department of Personnel Titles:

Fire Prevention Specialist

SIGNATURE PAGE

TOWNSHIP OF NORTH BRUNSWICK

LOCAL 71, FIREMANS MUTUAL
BENEVOLENT ASSOCIATION

Francis Womack

Francis "Mac" Womack, Mayor

2-16-07

date

Donald Salzmman

Donald Salzmman, Union Representative

2/15/07

date

Daryl Masters

Daryl Masters, Secretary

date 2/15/07

ATTEST:

Chris Russo

ATTEST:
