

A G R E E M E N T

Between

TOWNSHIP OF NUTLEY

AND

NUTLEY FMBA

LOCAL 44

January 1, 1991 through December 31, 1992

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PREAMBLE

This agreement entered into January 1, 1991 by and between Township of Nutley in the County of Essex, a Municipal Corporation of The State of New Jersey, hereinafter called the "TOWNSHIP" and FMBA Local 44 duly appointed representative of all full time firefighters and fire inspectors employed by the Township, excluding all other fire officers, and the Executive Officer hereinafter called the "ASSOCIATION". represents the complete and final understanding on all bargained issues between the Township and the Association.

ARTICLE I
RECOGNITION

A. The Township hereby recognizes the Association as the sole and exclusive representative of all employees in the bargaining unit for the purpose of collective bargaining and all activities and processes relative thereto.

B. It is the intention of the parties that this Agreement be construed in harmony with PERC act as amended, the laws of the State of New Jersey, the Ordinances and policies of Township of Nutley and the rules and regulations of the Township Fire Division.

ARTICLE II
MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon the vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey, Civil Service, NJ Public Employment Relations Commission, and of the the United States, including , but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the Township Government and its properties, facilities, and its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees in positions within the Township, in accordance with Department of Personnel Rules and Regulations.

5. To suspend, demote or take any other appropriate disciplinary actions against any employee for good and just cause according to law.

6. Nothing contained herein shall prohibit the Township from contracting out any work.

7. To layoff employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.

8. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A:1-1 et seq. or any national, state or local laws of regulations.

9. The parties recognize that the exercise of managerial rights is a responsibility of the Township of behalf of the taxpayers and that the Township cannot bargain away or eliminate any of its managerial rights. No grievance may proceed beyond Step Four herein unless it constitutes a controversy arising over the application or alleged violation of negotiable terms and conditions of employment.

ARTICLE III

MAINTENANCE OF WORK OPERATIONS

A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage or work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township. The Association agrees tthat such action would constitute a material breach of this agreement.

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

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

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

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

ARTICLE IV
GRIEVANCE PROCEDURE

1. Definition

A grievance is defined as an alleged violation of this agreement and shall not, include disciplinary matters appealable to the Civil Service Commission.

2. Purpose

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

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

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

3. Procedures

An aggrieved employee shall institute action under the provisions hereof within ten (10) working days of this

occurrence complained. Failure to act within said 10 days shall be deemed to constitute an abandonment of the grievance.

a. Step 1 An employee with a grievance shall first discuss it with the Executive Officer with the objective of resolving the matter informally. If the employee is not satisfied with the informal discussion, or if no decision is reached within five (5) calendar days after the informal presentation of the grievance, the employee may discuss the matter formally with the Executive Officer and shall present to the Executive Officer a written statement of the grievance. The Executive Officer shall render his decision in writing within five (5) calendar days after the formal presentation of a written grievance to him.

b. Step 2 If the grievant is not satisfied with the decision under Step 1, or if no decision has been rendered by the Executive Officer within seven (7) days after presentation of the written grievance to the Executive Officer, the grievant may present the grievance to the Director of Public Safety. The Director of Public Safety shall render his decision, in writing, within seven (7) calendar days after the presentation of the grievance.

c. Step 3 In the event that the grievant is not satisfied with the decision of the Director of Public Safety, the grievant or the FMBA, on his behalf, has fifteen (15) days in which to request binding arbitration. The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission and/or the American Arbitration Association, as the case may be.

4. Arbitration

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

5. Group Grievance

A grievance affecting a group of employees, covered under Article 1, may be submitted by the FMBA on behalf of the said named group at Step 1 of the grievance procedure.

ARTICLE V

SALARIES & LONGEVITY

1. Effective January 1, 1991, the Salary Schedule for all employees recognized as being represented by the FMBA shall be as set forth below, representing a 6% increase over 1990:

<u>Title</u>	<u>Base Salary Per Annum</u>
Firefighter 5th yr	\$ 37,783.86
Firefighter 4th yr	35,923.60
Firefighter 3rd yr	34,063.35
Firefighter 2nd yr	32,203.13
Firefighter 1st yr	25,000.00

2. Effective January 1, 1992, the Salary Schedule for all employees recognized as being represented by the FMBA shall be increased to $\frac{1}{2}$ % above the Consumer Price Index (CPI) for urban wage earners as of December 1991. In no event shall the increase fall below 5% nor shall it exceed 7%.

ARTICLE V

SALARIES & LONGEVITY

3.

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

B. No increases will be effective for employees appointed after June 6, 1983, of this Agreement in the first year after their employment. Such employees will remain at the starting salary for a one year period, with increase in salary and benefits to be effective on anniversary date of their employment.

C. In the absence of the Captain in charge of a shift for any reason, the Township shall exercise its management prerogative and select another individual to assume command as shift commander. Said shift commander shall be compensated from the date of the execution of this Agreement at the rate of (\$3.50) per hour for each tour of duty or regular work shift. He shall also receive compensation at the rate of (\$3.50) per hour for any period of command involving not less than half a tour of duty or regular working shift. Said compensation shall be paid in addition to the regular compensation provided herein. All said compensation shall be authorized and approved for pay by the Executive Officer prior to disbursement. January 1, 1992 the rate of Compensation shall be increased to \$4.00 per hour.

D. All employees of the Fire Department covered by this Agreement shall be entitled to and be paid longevity pay, computed as follows, and longevity compensation shall be paid to each employee in addition to his salary starting at the stated time::

<u>YEARS COMPLETED</u>	<u>PERCENTAGE OF BASE SALARY</u>
Jan. 1st of the year of completion of five (5) years	2% of Base Salary
Jan. 1st of the year of completion of ten (10) years	4% of Base Salary
Jan. 1st of the year of completion of fifteen (15) years	6% of Base Salary
Jan. 1st of the year of completion of twenty (20) years	8% of Base Salary
Jan. 1st of the year of completion of twenty-four (24) yrs.	10% of Base Salary

FOR EMPLOYEES HIRED AFTER JUNE 6, 1983:

<u>YEARS COMPLETED</u>	<u>PERCENTAGE OF BASE SALARY</u>
Upon the anniversary date of completion of five (5) years	2% of Base Salary
Upon the anniversary date of completion of ten (10) years	4% of Base Salary
Upon the anniversary date of completion of fifteen (15) years	6% of Base Salary
Upon the anniversary date of completion of twenty (20) years	8% of Base Salary
Upon the anniversary date of completion of twenty-four (24) yrs.	10% of Base Salary

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

F. Fire Prevention Bureau Differential

During the absence of the Fire Subcode Official/Fire Official for 3 days or more, the next senior Fireman assigned to the Fire Prevention Bureau shall be compensated for the additional duties assumed. The following criteria must also be met:

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

He shall be compensated with a \$500 stipend per year.

(Assumed duties include: Code Enforcement Inspections, Telephone system problems, approval of permits, Haz Mat command and office directions for secretary).

ARTICLE VI

OVERTIME AND HOURS OF WORK

A. Overtime shall be paid for all work performed in excess of the work week at the rate of one and one half (1½) times the computed hourly rate. Permanent full time employees shall not be paid overtime until said employee shall have worked the regularly scheduled shift.

B. Overtime work will be kept to a minimum, except in cases of emergency, where every attempt will be made to contact the Executive Officer in advance of overtime being authorized. The reasons for the granting of overtime shall be noted on the overtime sheet and certified by the Executive Officer.

C. The work week for bargaining unit employees who perform firefighting duties shall be an average of not more than forty-two (42) hours computed over a period of one (1) fiscal year, based on the schedule of two (2) day-time tours of ten (10) hours each (8:00AM to 6:00PM) followed by forty-eight (48) hours off, followed by two (2) nights of fourteen (14) hours each (6:00PM to 8:00AM) followed by seventy-two (72) hours-off. The schedule then repeats itself.

D. Subject to a maximum accumulation of 100 hours, Firefighters shall, when there is mutual agreement with the Executive Officer, have the option of selecting Compensatory time in lieu of Paid Compensation. All Compensation in excess of 100 hours shall be paid.

E. Fire Alarm Bureau and Fire Prevention Bureau -

Personnel assigned to the above will work an eight and one-half (8½) hour day, Monday through Friday, excluding township recognized holidays.

F. In the event an employee is ordered in to work during other than regularly scheduled hours, he shall be paid at the rate of time and one half (1½), for a guaranteed minimum of two (2) hours or for all hours worked, whichever is greater. The Township shall reserve the right to retain the employee for the whole period of compensation.

G. Compensation for authorized training shall be contingent upon its' successful completion. Compensation is to include Mileage, at current Federal Government Rates, if a Town car is not provided, reimbursement for tolls, fees, books or any equipment required for course and pertinent out of pocket expenses including meals.

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

I. A newly appointed Firefighter must complete Firefighter 1 before he will be advanced in range of pay. It is the Township responsibility to enroll the Firefighter in a class. His/Her pay raise and increment will not be held up if they are not able to get into a class or if they are currently enrolled.

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

VACATIONS

1. 0 - 1 years - 1 day for each month of service
2. Completion of one (1) year through the completion of ten (10) years12 work days
3. From the completion of ten (10) years through completion of seventeen (17) years....18 work days
4. From the completion of seventeen (17)years....21 work days

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

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

C. Changes in the scheduling of vacations will not be permitted without the prior approval of the Executive Officer.

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

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

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

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

ARTICLE VIII

WORK-INCURRED INJURY

A. Employees who are injured, whether slightly or severely, while working, must make an immediate report within twenty-four (24) hours thereof to the Executive Officer or His/Her designated representative.

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

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

ARTICLE IX

DEDUCTIONS FROM SALARY

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

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

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

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

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk. The filing of notice withdrawal shall be effective to halt deductions in accordance with N.J.S.A.52:14-15.9e as amended.

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

G. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards as furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Association and signed by the president of the Association advising of such changed deduction.

ARTICLE X

FUNERAL LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted the four (4) calendar days off without loss of pay commencing with the day of death, or the day of the funeral.

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

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

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

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

ARTICLE XI

INSURANCE

A. The Township shall provide a dental plan, hospitalization insurance coverage and major medical insurance in effect at the end of 1986. Such dental costs shall not exceed one and one-half (1½%) of salary costs for all personnel covered by this contract. Any difference in cost between an HMO and the Township insurance coverage shall be borne by the individual employee.

B. The Township has the right to change insurance carriers or institute a self-insurance program so long as the same or substantially similar benefits are provided.

C. The Township shall also provide retired Firefighter's and their families the same coverage as provided in Section 1 hereof, for those firefighters who have retired or who shall retire on or after February 1, 1973; said coverage to be effective February 1, 1975, and thereafter.

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

ARTICLE XII

HOLIDAYS

A. All employees shall receive pay for, in lieu of, fourteen (14) paid holidays. The holidays shall be designated by the Township Committee annually.

ARTICLE XIII

MILITARY LEAVE

A. Any full time employee who is a member of the National Guard, naval militia, Air National Guard or a Reserve component of any of the armed forces of the United States and is required to engage in field training shall be granted a military leave of absence with pay for the period of such training as is authorized by law. This paid leave of absence shall be in addition to his vacation.

B. If the amount of pay the employee receives from the federal or state government for temporary training duty (a period not to exceed fifteen (15) consecutive calendar days of training) is less than the base compensation which he would have received for the same period, he shall be paid the differences by the Township. All eligible employees are required to submit a copy of their military pay voucher before the Township is required to comply with this provision.

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

(60) days following his honorable discharge from the military service and provided he has not voluntarily extended the length of his military service.

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

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

ARTICLE XIV

LEAVE OF ABSENCE

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

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

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

- 1) Such substitution does not impose any additional expense on the Township.
- 2) Such substitute shall be a member of the paid Uniform Fire Department.

3) The Officer in Charge is notified in writing not less than three work days prior to its becoming effective, except in the case of emergency, request may be made by telephone with the approval of the Executive Officer or His/Her Designee.

4) The Officer in Charge of the tour on which the substitution is to take place is notified of the substitution as soon as practicable.

5) Such substitution shall be of equal rank.

ARTICLE XV

PROBATIONARY PERIOD

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

ARTICLE XVI

SEPARABILITY AND SAVINGS

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

ARTICLE XVII

BULLETIN BOARDS

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

ARTICLE XVIII

PERSONAL DAYS

1. Employees covered under this Agreement shall be allowed four (4) days of personal business leave annually with the approval of the Executive Officer. Such leave shall be non-cumulative. (Except as stated in Section 5 below) Such requests will be granted manpower permitting by the Executive Officer or his designee.

2. The employee must give at least twenty-four (24) hours notice prior to utilization of such days.

3. Employees hired after January 1, 1987 shall enjoy the following personal days schedule:

A. 0 to completion to one (1) years	0 days
B. Completion of one (1) to completion of three (3) years	1 day
C. Completion of three (3) years to completion of five (5) years	2 days

4. Effective January 1, 1991, the number of personal days shall be increased to four (4) days after five (5) years of service.

5. One (1) unused personal day, that has been denied, shall be carried over to the following year provided that such day shall be used within the first ninety (90) days or be forfeited. However, if a carried over personal day is

ARTICLE XIX

DISCRIMINATION AND COERCION

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

ARTICLE XX

UNIFORMS AND EQUIPMENT

A. Effective January 1, 1991, the Township shall provide through a voucher system a \$250 clothing allowance and \$400 per year maintenance allowance. The vendor will be selected by the Employer.

B. Effective January 1, 1992 the Township shall provide through a voucher system, a \$300 clothing allowance and \$425 per year maintenance allowance. The vendor will be selected by the Employer.

C. The Township of Nutley shall replace any item of uniform, including prescription eye glasses, destroyed in the line of duty, provided that the destruction was not a result of employee negligence.

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

ARTICLE XXI

PERSONNEL FILE

A. Derogatory Material

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

B. Personnel File

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

ARTICLE XXII

SICK LEAVE

A. Number of Days

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

B. Accumulation of Sick Leave

Sick leave shall accumulate during each employee's tenure.

C. Use of Sick Leave

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

D. Physician's Certificate

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

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

F. Pursuant to Article III, Chapter 45-10 and 11 of the Code of Township of Nutley, members of the Department who are eligible for retirement shall be granted a paid sick leave of absence, in lieu of accumulated unused sick time. Payment for such leave may be made in one lump sum upon retirement up to twelve (12) pay periods pe year provided the employee has accumulated twelve (12) pay periods of sick time. Payment shall be at the same bi-weekly salary the employee was receiving at the end of his period of service.

G Any employee who retires with substantial sick time over twelve (12) pay periods may request up to one (1) extra pay period, which request is subject to a review by the Executive Officer in consultation with the Director of Public Safety, whose decision shall be final and non grievable.

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

I. Effective January 1, 1991, employees opting to receive payment for accumulated sick time must notify the Township in writing of his/her intention in the preceding

calendar year. Failure to provide such notification to the Township shall result in any such payment being deferred until the first pay period following adoption of the Municipal budget in the following year.

J. Effective January 1, 1991, employees that do not use any sick time in an entire calendar year, shall be awarded an additional personal day off (PDO) to be taken in the succeeding calendar year.

K. If an employee is entitled to sick time/sick leave or has not yet been paid for accumulated unused sick time at the time of his/her death, his/her widow/widower, or if there is no spouse his next of kin, shall receive payment on the same basis as that to which the employee is entitled to at the time of retirement or resignation.

ARTICLE XXIII

FMBA NEGOTIATING COMMITTEE - ITS RIGHTS AND DUTIES

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

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

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

D. The President, State Delegate, and Three (3) alternate Delegates of the FMBA shall be granted leave from duty with full pay for the annual State FMBA Convention, with reasonable notice to the Executive Officer, in accordance with N.J.S.A. 11:26 C-4. The FMBA will make every effort that no more than two (2) authorized delegates from one (1) shift shall be eligible for the benefits conferred under this section.

E. The FMBA must notify the Executive Officer thirty (30) days in advance of the Convention of who will be attending.

ARTICLE XXIV

RETENTION OF BENEFITS

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

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

ARTICLE XXV

OUTSIDE EMPLOYMENT AND ACTIVITIES

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

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

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

ARTICLE XXVI

REPRESENTATION FEE

A. Representation Fee

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

B. Procedures

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

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

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

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

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

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

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

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

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

ARTICLE XXVII

FIRE PATROL DUTY

The FMBA agrees to participate in the Fire Patrol Program.

ARTICLE XXVIII

LEGAL COUNSEL

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

ARTICLE XXIX

FULLY BARGAINED AGREEMENT

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

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

ARTICLE XXX

DURATION

This Agreement shall be in full force and effect as of January 1, 1991 and remain in effect to and including December 31, 1992 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days, but not later than sixty (60) days prior to the expiration of this Agreement.

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

FMBA LOCAL 44

TOWNSHIP OF NUTLEY

BY:

John Coyne
Richard D'Amico

John P. ...
Michael ...
Marcus La Maguila
Deputy

Township Clerk
Township of Nutley