

AGREEMENT

Between

**BELLEVILLE FIRE OFFICERS ASSOCIATION
(FOA) LOCAL NO. 229**

And

TOWNSHIP OF BELLEVILLE

JANUARY 1, 2003 – DECEMBER 31, 2006

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PREAMBLE

THIS AGREEMENT, made and entered into this _____ day of _____, 2003, by and between the TOWNSHIP OF BELLEVILLE, in the County of Essex, a municipal corporation of the State of New Jersey (hereafter the “Township”); and BELLEVILLE FIRE OFFICERS ASSOCIATION (FOA) LOCAL NO. 229, A CORPORATION OF THE State of New Jersey (hereafter the “Association”);

WHEREAS, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work, and all other term and conditions of employment;

NOW, THEREFORE, in consideration of these promises and the mutual agreements herein contained, the parties hereto agree as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

A. The Township hereby recognizes the Association as the sole and exclusive representative of all the employees in the bargaining unit as defined in Article I, paragraph B, herein for the purpose of collective bargaining and all activities and processes relative to the Fire Officers Association only.

B. The bargaining unit shall consist of all sworn, fulltime, paid fire officers, lieutenants, fire captains battalion chiefs and deputy chiefs of the Township of Belleville, New Jersey (now employed or hereafter employed, except for the Fire Chief).

C. This Agreement shall govern all wages, hours, fringe benefits and other terms and conditions of employment hereafter set forth.

D. This Agreement shall be binding upon all parties hereto, their successors, administrators, executors and assigns.

E. For the purposes of this Agreement, when a working day is referred to, it will be the 24 hour period which is expected to be worked. The term "spring" for vacations will be considered from January 1st to June 11th, the term "summer" for vacations will be considered from June 12th to September 18th and the term "fall" for vacations will be considered from September 19th to December 31st.

F. The schedule of hours of actual duty for members of the Fire Department other than administrative personnel shall be an average of forty-two (42) hours per week, in accordance with N.J.S.A. 40A:14-52.

ARTICLE II
COLLECTIVE BARGAINING PROCEDURE

- A. The collective bargaining procedure as to wages, hours, fringe benefits, and other terms and conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated in writing, the Township Manager of Belleville and the duly designated committee, including the President of the Association, shall be designated as bargaining agents.
- B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either the Township or the Association.
- C. Township shall not enter into any agreement with paid officers of the Fire Department which, in any way, conflicts with the terms of this Agreement and it shall recognize only an official representative of the Association as the bargaining agent.
- D. The Chief of the Fire Department shall permit the Association and all assigned committees to utilize Fire Department facilities provided the efficiency and effectiveness of the Department is not in any way diminished.
- E.
 - 1. The Township agrees to grant the necessary time off to the Association President and official, duly authorized representatives of the Association in accordance with N.J.S.A. 11A:6-10 when conducting official Association business during regular working hours, such as attendance at monthly state meetings and other FMBA official functions when acting as union representatives, provided reasonable notice is given to the Township by the Association.

2. The Township agrees to excuse, with pay, up to 10% of the membership, or a minimum of two (2) members to attend the State convention in accordance with NJSA 11A:6-10.
3. The Township agrees to grant the Union President seven (7) additional days off, with pay, per year to conduct official business, provided reasonable notice is given to the Township or its designee by the union.
4. The Township further agrees that the Association President and the State Delegate shall be granted time off, without loss of any pay, to attend in an official capacity, as a representative of the Association, funerals for firefighters who have given their lives in the course of their duties as firefighters.
5. The Township further agrees that other representatives of the State Firemen's Relief and Exempt Organization be granted time off without loss of pay for annual Conventions.

F. For collective bargaining meetings, a maximum of three (3) employees shall be excused from their work assignments, if required, with pay, provided said meeting shall not diminish the effectiveness of the Fire Department or require recall of off-duty firefighters to bring the Department to its proper effectiveness.

G. The Association President and/or his authorized representatives, on their off-duty hours, shall be permitted access to all locations where Fire Department business is being conducted by employees who are members of the Association's bargaining unit to ensure compliance with the terms of this Agreement, provided such access does not unreasonably interfere with Fire Department operation.

ARTICLE III
RULES AND REGULATIONS

A. The Township may establish and enforce reasonable and just rules and regulations in connection with its operation of the Fire Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement and provided no negotiable rules shall be changed or modified during the term of this Agreement without first having been negotiated and agreed to between the parties.

B. It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instructions as a grievance which shall be handled in accordance with the grievance procedure set forth in Article XXIII of this Agreement.

C. In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other superior, the Township shall have the right, at its option, to suspend, discharge or otherwise discipline the offending employee or employees, subject only to the right of the employee or employees to have the suspension, discharge, or discipline treated as a grievance. This shall not operate as a stay of the suspension or discharge.

ARTICLE IV
MANAGEMENT RIGHTS

A. 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 the Laws and Constitutions of the State of New Jersey and 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 and facilities and the activities of its employees.
2. To hire all employees and subject to the provisions of law to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
4. To make rules of procedure and conduct; to use improved methods and equipment; to determine work schedules, shifts, and duties; to decide the number of employees needed at a particular time; and to be in sole charge of the quality and quantity of work required.
5. To make 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 to the employees and to require compliance by the employees.

B. 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 therewith shall be limited only by the specific and express terms thereof in conformance with the Laws and Constitutions of the State of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40:1-1, et seq.; N.J.S.A. 11:1-1 , et seq., or any other national, state, county or local laws or ordinances.

D. The Township may take any action necessary in order to maintain the efficiency of the Fire Department and determine the methods, means, manner and personnel by which service shall be rendered.

E. Nothing contained herein shall be construed to deny the Association on behalf of an employee covered by this Agreement from raising a grievance concerning non-disciplinary charges in an employee's negotiable terms and conditions of employment so long as such charges are allegedly violative of this Agreement or those Department Rules and Regulations which address mandatory subjects of bargaining.

ARTICLE V

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Township or any of its agents against the employees represented by the Association because of membership or activity in the Association. Nothing shall abridge the right of a duly authorized representative of the Association to present views of the Association to citizens of the Township on issues which affect the welfare of its members. The Association shall not intimidate or coerce employees into membership, and neither the Township nor the Association shall discriminate against any employee because of race, creed, color, sex or national origin.

ARTICLE VI
UNION SECURITY

A. Insofar as permitted by law, the Township agrees to deduct from the pay of all employees of the Fire Department who belong to the Association initiation fees, dues and assessments as required by the Association By-Laws and other Association rules and regulations duly enacted. All such deductions shall be paid to the properly designated Association official monthly on a regular, recurring basis.

B. Any employee who is not a member of the Association shall pay a representation fee in lieu of dues for services rendered by the Association. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law (Title 34, 34:13A-5.5b), and shall be paid in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Association to its own members, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members; but in no event shall such representation fee exceed the legal maximum allowance percentage of the regular membership dues, fees and assessments. The payroll deductions for such representation fees shall be made pursuant to the procedure applicable to the salary deductions described above. The Association agrees to indemnify and save the Township harmless from any damages or expenses which may be incurred by the Township as the result of claims made by an employee relating to this Article and any payroll deductions made hereunder.

ARTICLE VII

WAGES

A. Effective January 1, 2003, the Fire Officers shall receive the following salaries:

<u>TITLE</u>	<u>2003</u> <u>3.00%</u>	<u>2004</u> <u>3.00%</u>	<u>2005</u> <u>3.50%</u>	<u>2006</u> <u>3.50%</u>
Lieutenants	\$71,385.18	\$73,526.74	\$76,100.18	\$78,763.69
Captain	\$82,093.06	\$84,555.85	\$87,515.30	\$90,578.34
Battalion Chief	\$94,406.71	\$97,238.91	\$100,642.27	\$104,164.75
Deputy Chief	\$108,568.18	\$111,825.23	\$115,739.11	\$119,789.98

B. Effective January 1, 1997, those superior officers who are EMT Certified will Receive Five Hundred Dollars (\$500) additional compensation.

C. There will be fifteen percent (15%) salary differential between the ranks of Firefighter to Lieutenant and Lieutenant to Captain and Captain to Battalion Chief and Battalion Chief to Deputy Chief.

D. EMT and other compensation pay shall be disbursed twice a year in the same manner as holiday pay and clothing allowance.

ARTICLE VIII

LONGEVITY

A. Every employee hired before October 1, 1994 and covered under this Agreement shall be paid, in addition to the rates of pay set forth in Article VII herein, a longevity increment based upon years of service with the Township in accordance with the following schedule:

<u>Years of Service</u>	<u>Increment</u>
5 through 10	2.0% of base pay
11 through 15	4.0% of base pay
16 through 20	6.0% of base pay
21 through 24	8.0% of base pay
over 24	10.0% of base pay

B. Employees hired after October 1, 1994 shall enjoy the following longevity schedule first two steps changed:

<u>Years of Service</u>	<u>Increment</u>
Completion of 7 th year	2.0%
Completion of 12 th year	4.0%
Completion of 15 th year	6.0%
Completion of 20 th year	8.0%
Completion of 24 th year	10.0%

- C.
1. Longevity shall be considered earned as of January 1st of each year if the employee shall have completed his necessary years of service during said calendar year before July 1st and longevity shall be paid on the first pay day of January and thereafter.
 2. Longevity shall be considered earned as of July 1st of each year if the employee shall have completed his necessary years of service during said

calendar year before December 31st and longevity shall be paid on the first pay day of July and thereafter.

ARTICLE IX

INSURANCE

A. Medical Insurance Program

1. The Township agrees to provide, at no cost to the employees, full Horizon Blue Cross and Blue Shield coverage (BLUE SELECT PPO Plan) for all employees and their dependants as defined under the respective policy of insurance. The Township also agrees to provide Major Medical insurance to all employees and their dependents. The Township may change carriers or self-insure to provide equal or better coverage. The deductible for a single contract per year will be \$100 and the deductible for a family contract per year will be \$200. Premium shall be paid for by Township while employee is out on temporary disability.

a. Any employee who opts-out of the medical insurance provided by the Township because of other duplicate coverage such as that provided by a spouse's medical insurance, shall receive the sum of \$1,500.00 per year, to be paid at the end of the calendar year and pro rated for the calendar year covered. The employee shall have the right upon the notification to the Township to immediately effective with the notification, opt back into the medical program provided by the Township, in which event the employee shall no longer in the future be entitled to the \$1,500.00, without any conditions.

2. The Township further agrees to provide this medical insurance program, at no cost, to all retired employees and their spouses who had been, prior to the employee's

retirement, covered by the medical insurance program as described in Paragraph A(1) above, and as further provided in Chapter 3 of Public Laws of 1973, et seq.

- a. The medical insurance program as described in Paragraph A (1) above, as it exists as of the execution date of this Agreement, or equal or better coverage, either through a change in carriers or self-insurance, shall be maintained, at no cost, for all retired employees and their spouses who retired prior to the effective date of this Agreement. This level of medical insurance benefits shall continue to be maintained for these retirees and their spouses in the future for the entire period of their eligibility for this benefit.

The Township acknowledges and recognizes that the intention of this Paragraph is to continue to provide, at no cost to the employee or their survivors, medical coverage to widows (surviving spouses) of deceased and/or retired employees and to all eligible children or dependents of all retired and/or deceased employees, at least the same level of benefits as such widows (surviving spouses) and eligible children or dependants of all retired or deceased employees were receiving and/or the employee was receiving, on retirement and/or death. The Township further acknowledges that the payment of the foregoing benefits is consistent with New Jersey law, specifically N.J.S.A. 40A:10-16, et. seq. including N.J.S.A. 40A:10-23 and that it has no right because of equitable principles, waiver concepts, and the law and the practices therefore, to take away such benefits; the Township accordingly accepts as binding upon it the interim relief determinations set forth in the opinion of the Honorable Edith K. Payne, J.S.C. dated October 24, 2001.

3. The Township further agrees to provide this medical insurance program, at no cost, to the surviving spouses and to all eligible children of all retired or deceased employees who had been, prior to the employee's retirement or death, covered by the

medical insurance program as described in Paragraph A(1) above, and as further provided in Chapter 3 of Public Laws of 1973, et seq.

a. The medical insurance program as described in paragraph (1) above, as it exists as of the execution date of this Agreement, or equal or better coverage, either through a change in carriers or self-insurance, shall be maintained at no cost for all surviving spouses and all eligible children of all retired or deceased employees who retired or deceased prior to the effective date of this Agreement and those employees who retire or die during the term of this Agreement, whose spouses and children had been, prior to the employee's retirement or death, covered by this medical insurance program. This level of medical insurance benefits shall continue to be maintained for these surviving spouses and eligible children in the future for the entire period of their eligibility for this benefit.

B. Life Insurance

The Township agrees to provide, at no expense to the employee, a Five Thousand Dollar (\$5000) life insurance policy with a Ten Thousand Dollar (\$10,000) Double indemnity clause for all employees covered by this Agreement. This coverage shall also cover all retired employees covered by this Agreement. This coverage shall also cover all retired employees covered by this Agreement for One Thousand Five Hundred Dollars (\$1500) of life insurance.

C. Disability

Insofar as permitted by law, the Township shall provide medical coverage to Employees who are retired due to disability arising out of injuries sustained in the course of their employment.

D. Dental Plan

The Township shall continue the present practice of paying the full premium for the current dental plan in place and selected by the Union. The current carrier is Horizon Blue Cross/Blue Shield.

E. Carrier

The naming of the carrier in this Article is meant to define coverage and does not bind the Township to particular carrier.

F. Prescription Plan

Township shall provide a prescription plan, with Horizon Blue Cross/ Blue Shield, with a five dollar (\$5.00) co-pay for generic drugs, and a ten dollar (\$10.00) co-pay for name brand drugs. All employees retiring after the signing of this Agreement within the meaning of PFRS with at least twenty-five (25) years of service shall be entitled to the retiree prescription plan.

G. Eye Glass Plan

The Township shall provide, at no cost to the employees, an eye glass plan for the employees and their families with Vision Service Plan (VSP).

ARTICLE X
CLOTHING ALLOWANCE

For each contract year, each officer shall receive an annual clothing allowance for the purpose of replacing a worn out article of his designated uniform and for the purpose of maintaining said uniform. The allowance shall be Five hundred Dollars (\$500) per year. Said uniform allowance shall be paid in two (2) equal installments, one-half during the month of July and one-half during the month of December. In the event of retirement or death, the officer or his estate shall receive the pro-rated clothing allowance paid for the year.

Notwithstanding the foregoing, the present practice as to uniform replacement and other practices as to uniforms, shall be continued which includes providing each member with a certain quantity of new uniform shirts and trousers each year with all uniforms complying with OSHA regulations.

ARTICLE XI
HOLIDAY PAY

A. 1. The following shall be recognized as paid Holidays under this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

2. In the event of death or retirement, the officer or his estate shall receive his earned holiday pay.

3. Holiday pay shall be paid in a lump sum for seven (7) days twice each Year (last pay day in June and second pay day in December).

B. The Fire Superiors shall receive eight and one half (8 ½) hours holiday pay commencing January 1, 1998 and nine (9) hours commencing January 1, 1999.

ARTICLE XII

OVERTIME

A. 1. When an employee is called to duty during his off-duty time or when an on-duty employee is required to remain beyond his normal tour of duty, such employee shall be compensated for such duties performed for the Township at time and one-half for all hours worked beyond his regular schedule, subject to the limitations of Township Ordinance No. 1928 dated June 25, 1974.

2. In the event an employee is recalled to duty for out-of-town assistance, the employee shall be entitled to a minimum of four (4) hours overtime at the time and one-half rate. In the event an employee is recalled to duty for in-town assistance, the employee shall be entitled to a minimum of two (2) hours overtime at the time and one-half rate.

3. In the event an employee is continued on duty beyond his normal tour, the employee shall be entitled to overtime compensation as follows:

<u>Time</u>	<u>Compensation</u>
0 – 14 minutes	No overtime pay
15 – 29 minutes	One-half hour's pay
30 – 60 minutes	One hour's pay

Beyond one hour, employees shall be paid in multiples of one-half hour thereafter.

4. An overtime roster shall be maintained by the Department and shall be made available for inspection by any member of the Association.
 5. Whenever overtime is required for any reason, other than emergency, it shall be from the shift normally hired for this tour (subject to quarterly review) and according to the last overtime worked. If an employee is given at least a five (5) hour notice and he refuses to work the overtime, he shall be charged with the time as if he had worked for the purposes of overtime roster.
 6. In the interest of fairness, the overtime procedure of hiring from the "shift normally hired" shall be waived in favor of hiring throughout the Department.
 7. Recall or overtime shall be only for employees not on vacation or on their normally expected days off before or after the vacation tour unless no other employees are available.
 8. If an employee is scheduled for overtime and he does not wish to work the overtime, it is the officers obligation to see that someone works in his place. The only exception would be if he notifies the Chief he does not wish any overtime for the contract year.
 9. The Township reserves the right to keep employees recalled to duty under Paragraph A (2) above, for either the two (2) or four (4) hour minimum.
- B. An Officer is to hired when the working shift has only one (1) officers on duty. The overtime shall be kept as even as possible. Overtime shall be assigned according to the guidelines set forth in Directive 3-95 adopted January 10, 1995.

C. Whenever an officer works overtime in an acting capacity in a rank that is higher than his permanent rank, he shall be paid fifteen percent (15%) differential increase in salary between his permanent and the higher rank at the time and one-half rate for all overtime worked in this acting capacity. However, while working in an acting capacity on overtime, the officer shall continue to receive the longevity pay of his permanent title.

D. Effective January 1, 2003, under this Agreement, Battalion Chiefs are eligible for scheduled overtime and overtime whenever a Battalion Chief is carried over at the end of his regularly scheduled shift due to a working fire or any other emergent reasons. He shall be paid all overtime at one and one-half (1 ½) times the Battalion Chief's regular rate of pay.

ARTICLE XIII

HOURS TO BE WORKED

- A. The hours of work for line employees, those who are not by assigned to Administrative and Staff duties, shall be an average of forty-two (42) hours per week over an eight (8) week cycle, in accordance with the following schedule: One day of twenty-four (24) hours on duty followed by three (3) days of twenty-four (24) hours off duty, followed by one day of twenty-four (24) hours on duty, etc.

- B. The workweek for members assigned to Administrative and Staff duties shall be forty (40) hours each week consisting of four (4), ten (10) hour days, a week being defined as workdays between and including Monday to Friday.

- C. The schedule referred to in section A, above shall be subject to the agreement (Agreement) between the parties which is a binding agreement and incorporated herein as if set forth at length, regarding the 24/72 hour work schedule. This Agreement (Appendix A) was entered into on or about November 7, 2000, and the 24/72 hour work schedule commenced on November 1, 2002.

ARTICLE XIV

TRANSFERS

A. Permanent transfers will be made at the discretion of the Township Manager. The Fire Chief shall, except in case of emergencies, discuss the proposed transfers with the Battalion Chiefs of the affected tours prior to any transfers being made. Affected employees shall, except in case of fire emergencies, be notified ten (10) days in advance of transfer.

B. In the event of economic or budget cutbacks, as directed by the Township Council and/or Township Manager, the Township Manager may make permanent transfers to meet budget or personnel shortfalls. However, prior to any transfers for “economic emergencies,” the Fire Chief must meet with representatives of the Association to explain the economic or budget cutbacks and attempt to reach a consensus on transfers that are in the best interest of the Fire Department. The Association is free to follow the grievance procedure if a consensus agreement on economic transfers cannot be reached.

ARTICLE XV
SPECIAL LEAVE

A. An employee may, upon request to the officer in charge and with the approval of the Chief, be granted special leave with pay for any days on which he is able to secure another employee to work in his place provided:

1. Such substitution does not impose any additional cost upon the Township.
2. Such substitute shall be physically capable of performing the duties of the employee he replaced.
3. The officer in charge of one of the tours in the firehouse is notified not less than one (1) day prior to the substitution becoming effective. In case of an emergency, request may be made by telephone to the officer in charge. The Chief will be notified of the substitution as soon as practicable by the officer in charge of the tour. Such leave shall not be unreasonably withheld.
4. All employees shall be entitled to unlimited substitution days, provided that the efficiency of the Department is not diminished.

ARTICLE XVI

LEAVE OF ABSENCE

A. Leaves of absence shall be granted by the Township Manager pursuant to the provisions of N.J.S.A. 38:23-1, et seq. And N.J.S.A. 40:46-32 for military service, and for other reasons as permitted by law.

B. 1. The Township will permit employees bereavement leave with pay not to exceed five (5) calendar days beginning with the date of death for the death of an employee's spouse, children, parents, step-parents, brothers, sisters, brother-in-law, sister-in-law, step-brothers, step-sisters, mother-in-law, father-in-law, grandparents, grandchildren, or any other member of the employee's household. Allowance for additional time off may be granted at the discretion of the Township Manager under special circumstances.

2. Employees covered by this Agreement shall be granted one (1) calendar day off, without loss of pay, to attend the funeral of their aunt or uncle.

3. In the event that the death occurs during an employee's vacation, the employee shall receive bereavement leave according to this Article and no vacation days shall be charged during the period of bereavement.

4. Employees covered by this Agreement shall be granted leave without the loss of pay up to the maximum of five (5) consecutive days in cases where a member of the employee's household is seriously ill or has given birth to a child, provided the employee has no unused vacation time or time on the books remaining during the

calendar year in which the birth or illness occurs, in which case the employee shall be required to use the remaining time first.

5. Special and other cases shall be referred to the Township Manager.

6. Any employee covered by this Agreement shall be granted leave with pay for up to two (2) hours to attend sudden emergencies involving his well-being or that of his family with the permission of his Battalion Chief. Leaves in excess of two (2) hours must be approved by the Fire Chief or his designated representative.

7. Each officer shall be entitled to four (4) personal leave work days annually without the loss of pay in addition to any time off provided for in this Agreement. The use of personal days on holidays, listed in Article XI section A:1, will be governed by the manning minimum. Personal days on these holidays will be refused if an hire is required. Request for personal days shall be submitted in writing to the Tour Commander at least twelve (12) hours prior to the day requested.



ARTICLE XVII

SICK LEAVE

A. 1. Sick leave shall be granted to employees covered under this Agreement in accordance with the provisions of Sick Leave Ordinance No. 1954 adopted July 27, 1976.

2. In computing the said leave for the uniform fire employees subject to the provisions of Sick Leave Ordinance No. 1954 adopted July 27, 1976 and the Supplemental Compensation payments to be paid upon retirement from a state administered retirement system as authorized and granted to the uniform fire employees by Ordinance No. 1954 adopted July 27, 1976, each sick day earned shall be computed at the rate of eight (8) hours and twenty-four (24) minutes worked based on an eight (8) week cycle averaging forty-two (42) hours per week. Pursuant to Sick Leave Ordinance No. 1954 adopted July 27, 1976, officers shall be entitled to sick leave with pay based on their aggregate years of service.

3. Each sick day earned and unused shall be computed at the above rate of eight (8) hours and twenty-four (24) minutes and sick time shall be earned while uniform fire employees are on earned sick leave and vacation with pay.

4. In the event an employee dies before retirement, payment accumulated, unused sick time shall be made to the employee's estate.

ARTICLE XVIII

VACATIONS

- A. 1. All employees covered by this Agreement shall receive vacations with pay according to the following schedule:

Completion of the fifth year by October 1 st	18 days
Completion of the tenth year By October 1 st	20 days

Commencing in the January 1, 2000 Lieutenants will receive 2 additional vacation days; Captains 3 additional vacation days; Battalion Chief 4 additional vacation days.

2. Separate vacation lists for officers and for firefighters will be used. Officers will not be included in the amount of personnel allowed off for any given vacation period.
3. All vacations will be picked by seniority by platoon from the Officers vacation list.
4. Personnel injured in the line of duty or sick (with a doctor's slip) immediately preceding their vacation shall not be penalized and their vacation shall be rescheduled. Seniority shall not be available in the rescheduling.
5. All line vacations will be as follows: Each officer will be entitled to a minimum of two (2) tours during summer vacation period and the balance according to seniority in any other vacation period. A tour is defined as two (2) twenty four hour work days (see Appendix A).

6. If an officer covered by this Agreement wishes a different seasonal arrangement of his vacation time, special consideration may be granted by the Fire Chief.
7. Staff vacations will be granted seasonally.
8. Superiority, then seniority (in grade) for officers will be used for purposes of calculating seniority for summer vacation scheduling. Spring schedule for vacations shall begin on January 1st to June 11th, summer schedule for vacations shall begin on June 12th to September 18th and fall schedule for vacations shall begin on September 19th to December 31st.
9. In the event an employee is reinstated after a resignation, his time out of the Township's employ shall be deducted in computing his seniority. An employee must work a minimum of five (5) months consecutively upon returning from an extended voluntary leave of absence or resignation before he will be allowed to take his vacation.
10. All vacation schedules will be posted in all firehouses in sufficient time for the officers to make a selection. Members of the Association can make a second pick where an opening exists in a posted vacation period in lieu of a pick in another period. Said picks shall be made by superiority, then seniority for fire officers.
11. Thirty (30) days prior to the beginning of any vacation period, the Vacation schedule will be picked up from all firehouses.
12. Anyone who has not selected a vacation for the summer schedule, will be assigned one by the Battalion Chief of his tour.
13. Vacation shall be granted throughout the year, January 1st through December 31st.

ARTICLE XIX

MAINTENANCE OF STANDARDS AND PROTECTION OF CONDITIONS

A. The Township agrees that all general working conditions pertaining to the physical facilities of the employment shall be maintained at no less than the highest standards in effect as of January 1, 1983.

B. No member of the Association shall be assigned to perform any duty which is unrelated to fire fighting, fire prevention, public relations of the Fire Department, rescue, salvage, overhaul work, care and maintenance of fire fighting equipment and apparatus, or any other similarly related work or the normal daily care of the Fire Department quarters. Employees may voluntarily perform light preventive maintenance around the firehouse in the event of emergency when employees of other departments are not available.

C. In the event any change in duty uniform is effected and agreed to by both parties, it will be over a fifteen (15) month phase-out period during which time both old or new uniforms may be worn.

ARTICLE XX
BULLETIN BOARDS

A. The Township shall permit the Association reasonable use of all bulletin boards located in the respective firehouses for posting notices concerning Association business and activities, but no notices shall contain salacious, inflammatory or anonymous material.

B. The Association bulletin board shall not be used for notices or other materials of a partisan political nature (e.g. any materials relating to the candidacy of any individuals for any elected position whether local, county, state or national, and any political party). Nothing herein intended to restrict the Association from posting materials on the bulletin board which relate to any governmental or legislative action (i.e. pending legislation) which would affect the officers in their employment or which is otherwise related thereto.

ARTICLE XXI
LIABILITY INSURANCE

The Township shall provide liability insurance coverage in an adequate sum covering its employees and agents during the performance of their duties, as has been the past practice.

ARTICLE XXII

PENSION

The Township shall provide pensions and retirement benefits to employees covered by this Agreement, in a timely manner, pursuant to provisions of the statutes and laws of the State of New Jersey (N.J.S.A. 13:16A, et seq.).

ARTICLE XXIII
GRIEVANCE PROCEDURE

A. A “grievance” is defined as any disagreement or dispute relating to the terms and provisions of this Agreement.

B. Nothing in this Agreement shall prevent an employee from discussing any problem with his superior, but there will be not formal grievance until it has been reduced to writing.

C. The following procedure is established for the presentation of grievances and shall be posted in the order specified:

1. In the first instance, the Association through its duly authorized representative shall attempt to settle informally all grievances.

2. If the grievance is not settled informally, then the Association shall submit such grievance in writing, no later than ten (10) days after the incident complained of, except in cases where the aggrieved is physically incapacitated, in which event he or the Association shall initiate his complaint within the (10) days after regaining his capacity to act to the Chief of the Fire Department, and the answer to such grievance shall be made in writing with a copy to the Township manager and Township Attorney within five (5) days of its submission, excluding Saturdays, Sundays and holidays.

3. If the grievance is not resolved in accordance with the procedure set forth in Paragraph C(2) above, or if no answer has been received from the Chief within the time set forth therein, the Association shall submit the grievance to the Township Manager for the purpose of adjusting or resolving such grievance. The Township Manager shall hold a hearing at which all parties in interest shall have the right to be heard and shall report his findings in writing to the Association and employee concerned within fifteen (15) days of said hearing. Nothing herein contained shall prohibit the informal settlement of a grievance at any stage.

4. If the grievance is not settled through the steps outlined above, then the grievant shall have the choice of pursuing all legal remedies afforded by the provisions of the Department of Personnel, or to submit such grievance to arbitration in accordance with Article XXIV herein.

ARTICLE XXIV

ARBITRATION

A. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this Agreement, not settled by the grievance procedure herein provided, shall be referred to an arbitrator as hereinafter provided.

B. Either party may institute arbitration proceedings when the grievance procedure set forth in Article XXIII has been exhausted, by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. The demand and filing for arbitration must be accomplished no later than sixty (60) days from the decision on the last step of the grievance procedure set forth in Article XXIII. Within fifteen (15) days following the presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the dispute in the manner set forth in N.J.A.C. 19:12-14, Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission.

C. The arbitrator shall be bound by the provisions of this Agreement and by the applicable Laws of the State of New Jersey and the United States and decisions of the courts of the State of New Jersey and the United States. The arbitrator shall not have the authority to add to, modify, detract from or alter the provisions of this Agreement or any amendment or supplement or supplement thereto. In rendering his written award, the arbitrator shall

indicate his findings of fact and reasons for the decision. The arbitrator's decision shall be final and binding upon the parties subject to applicable court proceedings.

D. The party whose position is not sustained by the arbitrator shall pay the arbitrator's fee. If a dispute arises between the parties as to who won or lost, the arbitrator shall determine how their fee is to be paid.

E. Any representative or officer of the Association required in the grievance procedure set forth in Article XXIII to settle disputes shall be released from work without loss of pay for such purpose and any witnesses reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance, provided that the Township shall not be required to hire personnel to meet the minimum manning.

ARTICLE XXV
RETROACTIVITY

All agreements made herein relative to wages and other fiscal benefits as agreed upon subsequent to January 1, 2003 shall be retroactive to January 1, 2003, except as otherwise specifically provided in this Agreement.

ARTICLE XXVI
ACTING CAPACITY

A. Whenever an officer works during his regularly scheduled shift in an acting capacity in a rank that is higher than his permanent rank, he shall be paid a fifteen percent (15%) rank differential. However, while working in an acting capacity during his regularly scheduled shift, the officer shall continue to receive the longevity pay of his permanent title.

B. Whenever an officer works overtime in an acting capacity in a rank that is higher than his permanent rank, he shall be paid fifteen percent (15%) differential increase in salary between his permanent rank and the higher rank at the time and one-half rate for all overtime worked in this acting capacity. However, while working in an acting capacity on overtime, the officer shall continue to receive the longevity pay of his permanent title.

ARTICLE XXVII

MUTUAL AID

In the event an officer is sent to work in another municipality for mutual aid or other assistance, the Township agrees that in the event such officer is killed or injured while rendering aid to a neighboring community, or en route thereto or therefrom, such officer will be fully covered by insurance and pension, the same as if he were working in the Township.

ARTICLE XXVIII
CHANGES, SUPPLEMENTS OR ALTERATIONS

Any provisions of this Agreement may be changed, supplemented, or altered, provided both parties mutually agree. Meetings shall be held between designated representatives of the Association and the Township to discuss and evaluate the effects of contract clauses during the life of this Agreement. Such meetings may be called by either party to this agreement and shall be held within fifteen (15) calendar days of submission of a written request.

ARTICLE XXIX

STANDARD AND BENEFITS

The Township hereby agrees that all benefits and conditions of employment, including but not limited to wages, hours of work, overtime, vacations, general working conditions presented in Township Ordinances, for employees covered hereunder, shall be maintained and the conditions of employment shall be improved wherever specific provisions for improvement are made in this Agreement.

ARTICLE XXX
NO-STRIKE CLAUSE

A. The Association 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 or other deliberate interference with normal work procedures against the Township.

B. 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 for injunction, or damage, or both, in the event of such breach by the Association or its members.

C. The Association shall not be liable for the unauthorized acts of unit employees.

D. For purposes of this Article, a strike is defined as any concerted or willful cessation of work, either in whole or in part, by employees covered by this bargaining unit in support of their demands on or disputes with the Township.

ARTICLE XXXI
SAVINGS CLAUSE

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event any clause or clauses shall be finally determined to be in violation of any law, then and in such event such clause or clauses only, to the extent that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions of the remainder of any clause, sentence or paragraph in which offending language may appear. In the event of such contract clause invalidation, both the Township and the Association agree to meet within ten (10) days of such determination and negotiate a valid clause reflecting the intent of the parties and to reach such agreement concerning such valid clause within thirty (30) days may be extended by mutual consent of both parties.

ARTICLE XXXII

WAIVERS

The waiver of any breach of a term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE XXXIII

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, except as provided by law, 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 of the 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 executed by both parties.

ARTICLE XXXIV

TERM OF AGREEMENT

A. This Agreement shall be effective as of January 1, 2003 and shall remain in full force and effect until December 31, 2006. In the event negotiations continue after December 31, 2006, the terms and conditions of this Agreement shall continue in full force and effect until a successor Agreement is executed.

B. Negotiations for the 2007 collective bargaining agreement shall commence no later than September 15, 2006. In the event that the Township and the Association fail to reach an agreement, the parties agree to submit all negotiable items to an arbitrator selected from a panel of arbitrators furnished by the Public Employment Relations Commission (PERC) in accordance with the Rules and Regulations and Statement of Procedure of the Public Employment Relations Commission. The decision of the arbitrator shall be in writing and shall include the reasons for each finding and conclusion. The decision of the arbitrator shall be final and binding on the Township and the Association. The costs of the services of the arbitrator shall be borne equally by the Township and the Association.

ARTICLE XXXV

RE-OPENING CLAUSE

The parties acknowledge that the police employees in Belleville are in negotiations and will likely commence interest arbitration proceedings for their contract for the period commencing January 1, 2003, for a period of time which will in large part be the same contract period covered by Belleville Fire Officers. The police employees are seeking to reinstate longevity for new hires as part of their many issues. The Fire Officers never gave up longevity for new hires, but took raises 1 ½ % less than raises available to them in return for maintaining longevity for new hires. As a result, in the event the police employees (PBA Local 28) receive an increase of any kind in longevity for new hires or any equivalent type award or settlement, then there shall be a re-opener for Fire Officers (FMBA Local 229) on the issue of restoring the 1 ½ %.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

BELLEVILLE FIRE OFFICERS ASSOCIATION
FMBA LOCAL NO. 229

TOWNSHIP OF BELLEVILLE

By: _____
President

Gerard Di Gori, Mayor

ATTEST:

ATTEST:

By: _____
Secretary

Kelly Nash, Township Clerk

APPENDIX