

AGREEMENT

between

NORTH HUDSON REGIONAL FIRE & RESCUE

and

NORTH HUDSON FIREFIGHTERS ASSOCIATION

AS OF JULY 1, 2004 THROUGH JUNE 30, 2009

COHEN, LEDER, MONTALBANO & GROSSMAN, LLC  
1700 Galloping Hill Road  
Kenilworth, New Jersey 07033  
(908) 298-8800

## **PREAMBLE**

This Agreement is entered into by and between North Hudson Regional Fire & Rescue, (also referred to as "Employer" or "Regional") and the North Hudson Fire Fighters Association of the FMBA/IAFF/PFANJ, AFL-CIO-CLC (also referred to as "Association").

WITNESS TO,

WHEREAS, North Hudson Regional Fire & Rescue and the North Hudson Firefighters Association recognize and declare their mutual aim to be the promotion of an understanding, harmonious relationship between them, and

WHEREAS, North Hudson Regional Fire & Rescue and the North Hudson Firefighters Association desire that the service to the community be continuous and efficient, and

WHEREAS, North Hudson Regional Fire & Rescue and the North Hudson Firefighters Association have carried on collective bargaining and reached certain understandings which they desire to incorporate and confirm in this Agreement, be it

RESOLVED, in consideration of the following covenants it is mutually agreed as follows:

## **ARTICLE 1**

### **ASSOCIATION RECOGNITION CLAUSE**

- A. The Employer hereby recognizes the Association as the exclusive and sole representative(s) for collective negotiations concerning salary, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustment of disputes and grievances, all terms and conditions of employment within the limits fixed by State Law and all other related matter for all Firefighters within the Regional, but excluding all other Employees.
- B. In the event of a conflict between the specific terms of this Agreement and the specific Rules and Regulations of the Regional, then, and in that event, the terms of this Agreement shall govern.

## ARTICLE 2

### MANAGEMENT RIGHTS

- A. The Regional 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 of the United States, including, but not limited to, the following:
1. The executive management and administrative control of the Regional and its properties, facilities and activities of 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 Regional.
  2. To make rules of procedure and conduct, subject to N.J.S.A. 13A:5-1 et. seq., to use improved methods and equipment, as well as duties, to decide the number of Employees needed for any particular time and to be in sole charge of the equality and quantity of the work required.
  3. To hire all Employees, whether permanent, temporary, or seasonal, to promote, transfer, assign or retain Employees in positions within the Regional, subject to New Jersey Department of Personnel law.
  4. To suspend, demote, discharge or take any other appropriate disciplinary actions against any Employee.
  5. To lay off Employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive consistent with the provisions of New Jersey Department of Personnel law.
- B. The exercise of the above powers, rights, authority, duties and responsibilities and the use of judgment and discretion in connection therewith, shall be limited by the terms of this Agreement and then only to the extent that such terms are in conformance with the Constitutions and laws of New Jersey and of the United States.
- C. The exercise of any management rights set forth herein shall be consistent with the terms of this Agreement.

## ARTICLE 3

### ASSOCIATION RIGHTS

- A. Employees, not to exceed four (4), who are elected officers, delegates, trustees and/or alternates of the Association or who have been elected to State or international office, shall be granted time off from normal duties to attend the following designated conventions:

AFL-CIO State Convention  
AFL-CIO International Convention  
IAFF or FMBA International Convention  
IAFF or FMBA State Convention  
IAFF or FMBA District Convention

The time off granted shall not be more than the length of the convention plus, in the event that the event is outside the State of New Jersey, one calendar day before and one calendar day after, in any event, not to exceed one (1) 24-hour tour per Employee. The Association will designate in writing who will attend each convention ten (10) days prior to the date of the convention. All arrangements for taking time off under this Section will be cleared with the Executive Director or his designee. Whenever a duly authorized representative of the Association exercises his right to attend such convention, the Regional's vacation schedule for that time period shall be adjusted to reflect such leave so as to avoid the unnecessary expenditure of overtime.

- B. The Regional will permit up to three (3) authorized Association representatives reasonable time off with pay to attend to Association business, including to investigate and seek to settle grievances and to attend all meetings and conferences on collective negotiations with Regional officials provided the Association gives reasonable notice to the Regional in advance.
- C. Authorized representatives of the Association shall be permitted to visit Fire Headquarters, Firehouses or the office of the Executive Director for the purposes of ascertaining whether or not this Agreement is being observed.
- D. A written list of the names of Association officers of the newly formed bargaining agent, as per PERC, will be furnished to the Regional, and the Association shall notify the Regional of any change.
- E. Ceremonial Activities

In the event a Firefighter or Fire Officer is killed in the line of duty, the Regional

will permit at least four (4) Association Officers time off to participate in the funeral services if they are scheduled to work.

1. Subject to the availability of same, the Regional will permit a fire department vehicle to be utilized by the Association for the above-referenced funeral service.

F. Office Space

The Regional shall provide an office for the sole and exclusive use by the Association. This office shall be of reasonable size and condition and shall be located in a Fire Department building in a location that shall not interfere with or interrupt normal fire operations.

G. Bulletin Boards

1. The Regional will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location at each firehouse.
2. The bulletin board shall be for the use of the Association and for posting notes and bulletins pertaining to the Association's business activities or matters dealing with the welfare of the Employee.

## ARTICLE 4

### DEDUCTION FROM SALARY

- A. The Regional agrees to deduct from the salaries of its Employees subject to this Agreement dues for the Association. Such deduction shall be made in compliance with N.J.S.A. 52:14.9e, as amended. Such monies together with any records of corrections shall be transmitted to the Association Office.
- B. Any Employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new Employee who does not join within thirty (30) days of initial employment within the unit, and any Employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction.
1. The representation fee shall be in an amount equal to eighty-five (85%) percent or whatever is permitted by law, of the regular Association membership dues, fees and assessments as certified to the employer by the Association. The Association may revise

its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments as certified to the Employer by the Association. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement, so long as the Association remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Association and the Employer. The Association shall establish and/or advise the Employer that it has established a demand and return system in accordance with N.J.S.A. 34:13A-5.5.

- C. The Association will annually provide the necessary "check-off authorization" form and deliver the signed forms to the Executive Director. The Association shall indemnify, defend and hold the Regional 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 Regional in reliance upon the salary deduction authorization cards submitted by the Association to the Regional.

D. Changes

The Association will notify the employer in writing of any changes in the list provided for in paragraph A, above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than twenty-one (21) days after the Employer received said notice.

E. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Regional will submit to the Association a list of all Employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list shall include name, dates of employment, their address, birth date, classification, and rate of pay. The Regional will similarly notify the Association of all Employees who are terminated from the Regional's payroll.

- F. The Association shall indemnify, defend and save the Regional 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 Regional in reliance upon salary deduction authorization cards and submitted by the Association to the Regional 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.

- G. The Association shall establish and maintain a procedure whereby any Employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Regional or require the Regional to take any action other than to hold the fee in escrow pending resolution of the appeal.

**ARTICLE 5**

**RIGHTS OF MEMBERS**

- A. The Employer and the Association agree that every Employee shall have the right to organize, join and support the Association for the purpose of engaging in collective negotiations or to refrain from same. The Employer and the Association undertake and agree that they shall not directly or indirectly discourage or deprive or coerce an Employee in the enjoyment of any right conferred by the Employer/Employee Relations Act, N.J.S.A. 34:13A-1, et. seq.
- B. The Employer and the Association further agree that they shall not discriminate against any Employee with respect to hours, wages or any terms or conditions of employment by reason of his membership or non-membership in the Association, his participation or non-participation in any activities of the Association with respect to collective negotiations or his institution or failure to institute any grievance, complaint or proceeding under this Agreement.

**ARTICLE 6**

**RULES AND REGULATIONS**

Proposed new rules or modification of the existing rules governing working conditions shall be negotiated with the majority representative before they are established. (the Employer/Employee Relations Act, N.J.S.A. 34:13A-1, et. seq.). The Association shall receive notice of any such rule within a reasonable period of time prior to the establishment of such rule.

## ARTICLE 7

### GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of Firefighters and to resolve grievances as soon as possible so as to assure efficiency and promote Employees' morale. The parties agree that this procedure shall be kept as informal as may be appropriate.
- B. Nothing herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the Regional. The Association will explore voluntary resolution where appointed at the lowest level.
- C. A grievance is defined as any disagreement between the Firefighter and the Employer, or between the Association and the Employer, involving the interpretation, application, or violation of the terms of this Agreement, matters of safety affecting or impacting upon Employees, and administrative decisions affecting Employees. Grievances concerning administrative decisions affecting Employees may be filed through Step Two of the grievance procedure.
- D. The grievance procedure referred to in this Article shall be in addition to and not in derogation of the New Jersey Department of Personnel Act or remedies available to the Association or its members by virtue of any statutes of the State of New Jersey or other rules and regulations.
- E. The President of the Association, or his duly designated representative, shall be recognized by the Chief of the Regional for the purpose of presenting the grievance. The grievance may be so presented with or without the presence or permission of the aggrieved person.
- F. The following constitutes the sole and exclusive method for resolving differences between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

1. Step One

The aggrieved or the Association shall institute action under this provision within ten (10) calendar days after the event giving rise to the grievance has occurred and the aggrieved person knew or should have known of the event or events upon which the claim is based. An earnest effort shall be made to settle the differences between the aggrieved Employee and the Battalion Chief or Line Deputy Chief for the purpose of resolving the matter informally. Such grievance must be



presented within this time period or such grievance shall be deemed waived.

2. Step Two

If no agreement can be reached orally within five (5) calendar days of the initial discussion with the Battalion Chief or the Line Deputy Chief, the Employee or the Association may present the grievance in writing within twenty-three (23) calendar days thereafter to the Executive Director or his designated representative. The written grievance at this step shall contain, without prejudice to either party, the relevant facts and a summary of the preceding oral discussion, the applicable section(s) of this contract violated, and the remedy requested.

The Executive Director shall respond, in writing, to the grievance within five (5) calendar days of the submission.

3. Step Three

- a. If the grievance is not settled through Steps One or Two either party shall have the right to submit a dispute involving the interpretation, application or violation of the terms of this Agreement to binding arbitration within fifteen (15) days pursuant to the rules and regulations of the Public Employment Relations Commission. An arbitrator, who is a member of the panel of New Jersey Public Employment Relations Commission, will be mutually agreed upon by the parties. The costs for the services of the arbitrator shall be borne equally by the Regional and the Association.
- b. Any other expenses, including, but not limited to, the presentation of witnesses, shall be paid by the parties incurring same.
- c. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provision of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding upon the parties.

4. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed

thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

## **ARTICLE 8**

### **DISCIPLINARY ACTION**

No permanent member within the bargaining unit shall be removed, dismissed, discharged, suspended, fined, or reduced in rank, except for just cause. If any member is so disciplined and, in the judgment of the Association, the action taken by the Regional is without just cause, the Association may process this matter through the Grievance Procedure provided in Article VII. In the event of major discipline, an Employee, after disciplinary proceedings have been concluded, may appeal such decision to the New Jersey Department of Personnel as provided by New Jersey Department of Personnel law. Major disciplinary actions which are under the jurisdiction of the Department of Personnel shall not be arbitrable.

## **ARTICLE 9**

### **SENIORITY**

- A. Seniority is defined to mean the accumulated length of service with the Regional and any prior accumulated service with the fire departments of the City of Union City, Township of Weehawken, Town of West New York, Township of North Bergen, and Guttenberg. Seniority is not counted for time when an Employee is on a layoff. Outside the exception stated above, a resignation and rehire creates a new hiring date. An Employee's length of service shall not be reduced by time lost due to an injury or illness in the line of duty.
- B. Seniority principles shall apply to Employees covered by this Agreement with respect to layoff, and recall from layoff, as prescribed by the Department of Personnel's rules and regulations in this area.
- C. The seniority list shall be supplied to the Association in January of each year.

## **ARTICLE 10**

### **PROBATIONARY PERIOD**

All Employees hired or promoted during the term of the Agreement shall serve a probationary period pursuant to Department of Personnel rules and regulations. During this probationary period, the Regional reserves the right to terminate a probationary Employee for any reason. An Employee, if terminated, shall not have recourse through the grievance procedure set forth in this Agreement.

## **ARTICLE 11** **HOURS OF WORK**

### A. Work Day

1. The workday shall consist of twenty-four (24) consecutive duty hours.
2. The work schedule shall be twenty-four (24) hours on duty, immediately followed by seventy-two (72) hours off duty, which is again followed by twenty-four (24) hours on duty, and so on.

### B. Line Firefighter Starting and Leaving Times

Employees shall start the workday at 7:30 a.m. and shall leave at 7:30 a.m. the following day.

### C. Meals

It shall be required of each Firefighter, irrespective of whether the Firefighter leaves his assigned duty station during his shift, that the Firefighter contribute such sum as may be required to the organized meals which are prepared during the normal tour of duty.

### D. Staff Firefighter Starting and Leave Times

The workweek for Firefighters assigned to a staff position shall consist of a five (5) day week each work day consisting of the hours from 8:00 a.m. to 4:00 p.m., including a one-half (½) hour paid lunch.

## **ARTICLE 12** **EXCHANGE OF TOUR DUTY**

- A. The Executive Director, or his designee, may grant the request of any two (2) members of the Regional, who have completed their probationary period, to exchange tours of duty subject to the following conditions:
1. Such request shall be submitted in writing by both members seventy-two (72) hours in advance, to be signed and given to the Executive Director, except in cases of emergency wherein the wait procedure may be reduced.
  2. Under no circumstances will Employees be permitted to exchange tours of duty if such change would entitle either Employee to receive overtime unless approved by the Executive Director.
  3. All exchanged tours of duty must be paid back within the calendar year taken.
  4. Because of the potential for disruption to the operation of the Regional, no Employee may take more than six (6) mutual swaps during a calendar year without the express permission of the Executive Director or his designee. Each use will be considered one time for each Employee.
  5. Employees seeking or agreeing to exchange a tour of duty must be qualified to perform the duties and responsibilities of the member with whom they intend to swap tours.
  6. Exchanges of tours of duty will neither be requested nor granted for any period of time during which either Firefighter involved in the exchange is scheduled for formal training.
  7. Exchange of tours will be for twelve (12) or twenty-four (24) hour periods, during the normal tour of duty.
  8. Any Employee who is scheduled to work and makes arrangements to have another Employee work on his behalf is responsible to have the shift covered. If the time is not covered for any reason, the member who agreed to work that time slot will owe the Regional one tour of duty for the tour missed.

## ARTICLE 13

### SICK LEAVE

- A. Effective January 1, 2004, sick leave may be utilized by Employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease. Sick leave with pay shall be accumulated as follows: Upon hire, each Employee shall be entitled to a bank of 120 hours.

Commencing on January 1<sup>st</sup> of the following year, the Employee will be credited with an annual allotment [of] 120 hours during a Firefighter's first five (5) years of service. Thereafter, the following schedule shall apply, based upon years of service and prior employment. After five (5) years through fifteen (15) years of service, paid sick leave shall be set at a bank of 180 hours or (7.5) 24-hour tours. After fifteen (15) years of service, Firefighters shall receive a sick leave bank of 240 hours. An Employee who has called in sick leave and recovers in sufficient time to work, may be permitted to return to work after eight (8) hours. The decision to permit an Employee to complete a tour of duty remains within the sole discretion of the Executive Director.

1. During the first five (5) years of employment, a firefighter will be advanced sick days which will be earned during these first five (5) years of employment. The advanced sick days may be used for extended sick leave of five (5) tours or more. At the start of the 6<sup>th</sup> year, the actual remaining bank is in effect and the firefighter will be advised in writing how many days are in the individual's sick leave bank.
- B. Evidence in the form of a physician's certificate shall be required as proof of illness for any sick leave paid for an absence of more than one tour of duty. Evidence in the form of a physician's certificate may be required whenever there is reason to believe that sick leave is being abused. Such certificate shall provide a date of treatment, diagnosis, and if appropriate, whether the Employee is able to return to modified duty, and a date the Employee is expected to be released back to his normal job responsibilities.
- C. The Employer reserves the right to send an Employee, at the Regional's expense, for a physical, neurological, psychiatric, or other examination to be performed by a physician, whenever there is a request for sick leave or a request to return from sick leave.
- D. Employees on extended medical leave shall contact the office of the Chief on a weekly basis.
- E. Sick Leave Use Incentive

Effective January 1, 2006, a firefighter who has taken no sick leave during the following periods will be compensated as set forth below. Payment will be made within forty-five (45) days after the period ends.

January 1 <sup>st</sup> through May 15 <sup>th</sup>	\$200
May 16 <sup>th</sup> through September 15 <sup>th</sup>	\$400
September 16 <sup>th</sup> through December 31 <sup>st</sup>	\$200

- F. During protracted periods of illness or disability of an Employee, the Department head may require interim reports on the condition of the patient, from the attending physician and/or a Department medical physician. When under medical care, Employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.
- G. If the Employee is absent from work for reasons that entitle him to sick leave, the Department head or his designee representative shall be notified as early as possible prior to the commencement of his or her tour of duty.
- H. Accumulation of Sick Leave
  - 1. The Sick Leave program, effective January 1, 2004, shall allow for the annual accumulation of any unused sick leave and the carrying forward of any previously accumulated sick leave earned under prior provisions which contain an annual allotment of paid sick leave.
  - 2. Firefighters previously employed by Union City and Weehawken, who have twenty (20) years or more of service as of January 1, 2004, shall continue to have the previous provisions concerning Sick Leave in their prior agreements applied to them.
  - 3. Firefighters previously employed by Weehawken with less than twenty (20) years of service as of January 1, 2004, shall have a sick leave bank, for of sick leave use, comprising of seventy-two (72) hours for each full year of service earned prior to January 1, 2004.
  - 4. Firefighters previously employed by Union City with less than twenty (20) years of service as of January 1, 2004, shall have a sick leave bank for sick leave use forty-eight (48) hours for each full year of service prior to January 1, 2004. This provision does not affect the contractual right of Union City Firefighters to annually credit up to 120 hours of their sick leave toward their terminal leave program.

**ARTICLE 14**

**VACATION**

- A. Effective January 1, 2006, for Firefighters working a 24 hour tour, paid vacation leave shall be as follows:

**24 Hour  
Tours of**

<b>Years of Service</b>	<b>Duty</b>
0 to 5 Years	5
6 to 10 Years	8
11 to 15 Years	10
16 Years and above	12

For the period from the date of hire until the following December 31<sup>st</sup>, a firefighter will receive prorated vacation based upon scheduled tours of work.

- B. For Firefighters who work eight hour days, the following paid vacation leave schedule shall apply.

<b>Years of Service</b>	<b>8 Hour Tours of Duty</b>
1 to 5 Years	15
6 to 15 Years	20
16 to 20 Years	25
21 Years and above	30

- C. Vacation leave may be taken in 12 as well as 24 hour blocks except during the summer months (no earlier than June 15 and no later than September 15), when vacation leave shall be taken in blocks of 24 hours. The taking of a twelve (12) hour block for vacation is contingent upon the remaining twelve (12) hours of that firefighter's tour of duty being covered on a non-overtime basis. The Employer shall notify the firefighter whether the remaining twelve (12) hours of vacation are approved or denied no later than three (3) tours before the tour requested off. (For example: If the firefighter wishes to use the remaining twelve (12) on the thirteenth (13<sup>th</sup>) of a given month, then the Employer shall notify the firefighter on the 1<sup>st</sup> of the month which is three (3) tours prior to the thirteenth (13<sup>th</sup>) of the month.\*
- D. The number of firefighters permitted off on all holidays is 10. On all summer days 10 firefighters can be off and on all other days 7 firefighters can be off. The vacation procedure will permit all firefighters to schedule four (4) summer vacation days (if desired) and all holidays for each calendar year by March 1. The vacation procedure will also permit all firefighters to schedule 5<sup>th</sup> and 6<sup>th</sup> summer vacation days (if desired) and all other days thirty (30) days after the fire officers vacations picks are approved by the Employer. All firefighters are

guaranteed four (4) twenty-four (24) hour tours off in the summer period.

Although vacation days will be scheduled, firefighters will be permitted to switch vacation days with another employee or will be able to cancel the vacation scheduled and reschedule as long as the day picked has an available slot.

No request for an open day is approved until 10:00 p.m. of the day submitted. This ensures that all members have an opportunity to request for a particular day. Any conflicts are determined by seniority.

A canceled vacation can be rescheduled in the summer only if the buffer is maintained or is approved in the discretion of the Employer. The request to cancel and reschedule must be in writing to the Platoon Deputy Chief Commander.

E. Vacation selection will be in two (2) separate phases: Holiday picks first, all other vacation picks, second. The vacation procedure will require all firefighters to schedule all vacation days for each calendar year by March 1<sup>st</sup>. Although vacation days will be scheduled, firefighters will be permitted to switch vacation days with another employee or will be able to cancel a vacation scheduled and reschedule as long as the day picked has an available slot.

#### HOLIDAYS PICKS:

The holiday's are: Easter Sunday, Memorial Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve and New Years Day. The selection of these days of vacation shall be done by lottery rather than by seniority picking. Platoon commanders will draw all names and compile a list and record them for the purpose of Holiday picks. Holiday vacation days may not be swapped or canceled. If a vacation slot becomes available because of a transfer or extended sickness (five [5] consecutive days of sick or more) or injury on the job, then an additional firefighter shall be permitted to use the vacated slot. If the original member returns to full duty for the holiday in question, then he would be given his holiday pick and the member added in after would be advised he has to report to work.

#### ALL OTHER VACATION PICKS:

For the summer vacation period in 2007, the Employer will use buffer of three (3) in determining approval of a 5<sup>th</sup> and 6<sup>th</sup> vacation request by a firefighter. If the combined number of firefighters and fire officers on vacation is less than thirteen (13), then the requests for the 5<sup>th</sup> and 6<sup>th</sup> day will be granted.



For the summer vacation period in 2008 (and subsequent years, if no new agreement between the parties is in effect) the buffer will be determined by a comparison of sick leave usage by firefighters during the prior summer vacation period. If the total firefighters sick leave during the summer vacation period of 2007 is 4440 hours (185 x 24) or less, then the buffer will be three (3) in 2008, the same as 2007. If the sick leave exceeds 4440 hours, the buffer will be four (4) in 2008.

For example, if no new agreement is in effect for the summer vacation period of 2009, the buffer will be three (3) if the total firefighter's sick leave during the summer vacation period of 2008 is 4,440 hours or less. If the total firefighter's sick leave during the summer vacation period of 2008 is greater than 4,440 hours, then the buffer will be four (4) for the summer vacation period in 2009.

- F. Firefighters may bid on vacation use by seniority. The Regional shall allow for vacation use throughout the year. The summer vacation period will be from the middle of June until the middle of September. All firefighters are guaranteed a minimum of 4 (four) 24 hour tours off. Summer vacation days can only be used as a 24 hour day. All other days can be used in 12 hour time intervals. If a member splits a 24-hour into (2) 12 hour intervals, the second 12 hour interval cannot create overtime.
- G. In the event an Employee's sick leave and vacation time coincide, he shall be charged with sick leave only, and may take his accrued vacation time subsequently. In the event that an Employee is on vacation and becomes ill, the scheduled vacation leave may not be converted to sick leave and the Employee will be charged for vacation time rather than sick time for the remainder of the scheduled vacation leave.
- H. Employees shall be permitted to exchange vacations upon approval Platoon Deputy Chief of the commanders whose companies are involved in the exchange. Such approval shall not be unreasonably denied.
- I. An Employee may not be recalled from vacation except for circumstances where that Firefighter's absence would significantly interfere with the Regional's ability to provide firefighting services.
- J. Vacation time earned may not be carried into the next year unless an Employee was prevented by the Regional from taking scheduled vacation time due to departmental needs or disability. In either event,

the Employee may bank such vacation time for no more than one year. This provision shall not prevent the banking of vacation time for the purposes of placing such time in the terminal leave bank.

Banked vacation days, including comp days or time due can be used as a vacation day if the buffer of 3 is maintained and will not be approved until 10:00 p.m. the tour before the day off.

- K. In the case of the death of a member, all vacation due him or her shall be paid to his/her estate.
- L. Any Firefighter who gets involuntarily transferred shall have the option to keep his previously approved vacation or to use any open vacation slot in the new-transferred position. If the Firefighter chooses to keep his previously approved vacation period, it cannot be denied even if it creates an overtime situation.
- M. No request for an open day shall be approved until 10:00 p.m. of the tour before the tour requested off. This ensures that all members have the opportunity to request a particular day. Any conflicts shall be resolved by seniority.

## **ARTICLE 15**

### **HOLIDAYS**

- A. There shall be 112 hours of holiday pay per annum effective January 1, 2003.
- B. Payment for all holidays shall be considered as added to an Employee's base salary.

## **ARTICLE 16**

### **INJURY LEAVE**

- A. An Employee who is injured in the performance of duty should report, or cause to be reported, the accident to his supervisor as soon as is reasonably possible. The Employee should complete a form provided for such injuries when he or his designee is able. If a member is injured on-duty and that injury is serious and/or life threatening, that member will be transported to the nearest appropriate medical facility.
  - 1. Whenever a member of the Regional is incapacitated from duty because of an injury sustained in the performance of his duty, he

shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties. Typically, that period shall not exceed one (1) year. The time may be extended beyond one (1) year at the sole discretion of the Department.

2. To be eligible for injury leave benefits, both workers compensation benefit and the enhanced benefit to be paid by the Regional, the Employee must report his injury as soon as is reasonably possible. The employer will direct the member to one of a panel of physicians to receive prompt and quality care. Any Employee who was sent to the nearest appropriate medical facility must report to an approved panel physician for any further treatment or evaluation if applicable. A Firefighter injured in the line of duty, reserves the right to be treated by a physician and/or surgeon of his own choice, whose fees will be paid by the Department, provided authorization is first obtained from the Department, which authorization shall not be unreasonably withheld. A Firefighter who is treated by his own physician may be required to present a certificate indicating his continued inability to return to work from time to time. Nothing herein shall prevent the Regional from independently evaluating the medical condition of an Employee injured in the line of duty.
3. If any member in rendering assistance in another municipality shall suffer any casualty or death, he or his designee or legal representative shall be entitled to all salary, pension rights, workmen's compensation and any other benefits as if such casualty or death occurred in the performance of his duties for the Regional.

## **ARTICLE 17**

### **MILITARY LEAVE**

- A. All Employees shall be granted all rights and privileges with respect to military leave pursuant to the provisions of State and Federal Statutes.
- B. No Employee shall suffer a loss in pay when required to serve his country.

## **ARTICLE 18**

### **FUNERAL LEAVE**

- A. Employees shall be granted time off with no loss of pay for the death of an

immediate family member commencing from, and including, the date of death up to, and including, the day of the funeral not to exceed a maximum of two (2) consecutive twenty-four (24) hour tours.

- B. "Immediate family member" shall be defined to include spouse, child, parents, brother, sister, father-in-law, mother-in-law, grandparents and grandchildren of the Employee or other relative residing in the Employee's immediate household. In the event of the death of a brother-in-law; sister-in-law, aunt, uncle, niece or nephew, or step-parent, the member shall be entitled to the day of funeral only.

## **ARTICLE 19**

### **EMERGENCY LEAVE**

- A. Employees may be granted emergency leave, with or without pay, for the serious illness requiring hospitalization in the immediate family, including childbirth, necessitating the Employee's presence, at the discretion of the Executive Director, which discretion shall not be unreasonably or arbitrarily exercised. Paid leave shall be limited to one tour annually.
- B. For the purposes of this Article, "immediate family" is defined as spouse, child, parents, brother, sister, father-in-law and mother-in-law, or any other member residing in the household.

## **ARTICLE 20**

### **LEAVE OF ABSENCE**

An Employee desiring a leave of absence from his employment shall apply for same in writing. An Employee must have completed three (3) full years of service to be eligible. Such application shall provide the reason that the leave is requested. Upon a showing of good cause, a leave of absence of up to one hundred eighty (180) days may be granted at the discretion of the Executive Director, which discretion shall not be unreasonably or arbitrarily exercised. Such leave of absence shall be without pay, but the Employee shall retain all seniority rights.

## **ARTICLE 21**

### **JURY DUTY**

Employees shall be granted time necessary for Jury Duty.

**ARTICLE 22**

**COURT TIME**

A. Court Appearances

1. An Employee required to testify by the Employer during off-duty hours in a legal proceeding in connection with his duties as a Fire Department Employee shall be compensated for the time so spent at a rate one and one-half times his normal rate for a minimum of four hours. No additional compensation shall be paid to bargaining unit members who make such appearances while on duty.
2. If an Employee entitled to overtime shall be required to travel to and from any court or administrative bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled.
3. Legal appearances in interest arbitrations, grievance arbitrations and Public Employment Relations Commission proceedings will not be paid except when the member's testimony is required by the Employer.

**ARTICLE 23**

**SALARIES**

A. Salary will be paid in regular bi-weekly installments on the Wednesday of each week. If a holiday falls on a Wednesday, then the pay will be distributed on the Tuesday of said week.

B. The Regional shall establish direct deposit and every effort shall be made to have checks available at 8:00 a.m. on payday.

C. All step movement along the salary guide shall take place on the firefighter's anniversary date.

	7/1/2003	7/1/2004	7/1/2005	7/1/2006	7/1/2007	1/1/2008	7/1/2008	1/1/2009
Salary	28,128	29,253	30,423	31,640	32,906		34,222	

ini  
N  
E  
R  
ini

p	32,640	33,946	35,303	36,716	38,184		39,712	
p	36,396	37,852	39,366	40,941	42,578		44,281	
p	40,151	41,757	43,427	45,164	46,971		48,850	
p	43,907	45,663	47,490	49,389	51,365	51,865	53,420	53,920
p	47,663	49,570	51,552	53,614	55,759	56,259	57,989	58,489
p	51,419	53,476	55,615	57,839	60,153	60,653	62,559	63,059
p	55,176	57,383	59,678	62,065	64,548	65,048	67,130	67,630
p	58,372	60,707	63,135	65,661	68,287	68,787	71,018	71,518
p	64,870	67,465	70,163	72,970	75,889	76,389	78,924	79,424

D. Hourly pay shall mean compensation divided by 2080. Compensation shall include base salary, holiday pay, longevity if any, service differential if any, and education incentive pay, if any.

**ARTICLE 24**

**LONGEVITY**

A. Firefighters previously employed by member municipalities shall receive the following longevity schedule effective January 1, 2003, for service accruing through December 31, 2002:

- Beginning with 5<sup>th</sup> year of Service 4% of base annual salary
- Beginning with 8<sup>th</sup> year of Service 6% of base annual salary
- Beginning with 12<sup>th</sup> year of Service 8% of base annual salary
- Beginning with 16<sup>th</sup> year of Service 10% of base annual salary

Beginning with 20 <sup>th</sup> year of Service	12% of base annual salary
Beginning with 25 <sup>th</sup> year of Service	14% of base annual salary

B. Firefighters previously employed by Union City who are receiving, or will have earned, 14% or more than 14% through December 31, 2002, shall retain the longevity percentage they would enjoy at that time but the percentage received will not increase pursuant to the former schedule beyond that received or earned as of December 31, 2002.

C. Effective July 1, 2005, Firefighters employed by the Regional on or after regionalization shall be covered by the following longevity provision:

Beginning with 5 <sup>th</sup> year to 8 <sup>th</sup> year	2% of base annual salary
Beginning with 9 <sup>th</sup> year to 11 <sup>th</sup> year	3% of base annual salary
Beginning with 12 <sup>th</sup> year to 14 <sup>th</sup> year	4% of base annual salary
Beginning with 15 <sup>th</sup> year to 19 <sup>th</sup> year	6% of base annual salary
Beginning with 20 <sup>th</sup> year to 22 <sup>nd</sup> year	7% of base annual salary
Upon completion of 23 <sup>rd</sup> year of each year thereafter	9% of base annual salary

D. The longevity payments set forth in this section are not cumulative and shall be added to base pay and paid biweekly.

E. Notwithstanding the above or anything in the interest arbitration award, the parties agree that firefighters who attained percentages greater than those indicated in paragraph A pursuant to the municipal contracts as of December 31, 2003 shall be grandfathered at that percentage and shall not be reduced to the percentages contained in paragraph A.

**ARTICLE 25**

**EDUCATION INCENTIVE**

A. Educational incentives shall be provided for all unit Employees based upon the standards below:

1. Firefighters employed by the Regional who were previously employed in the municipal departments and, as of September 30, 2002, have commenced matriculation in higher education for credit, shall retain all aspects of education incentives, if any, previously provided in the labor agreements in those departments.

2. Firefighters employed by the Regional who were previously employed in the municipal departments and, as of September 30, 2002, have not commenced matriculation in higher education for credit, shall receive education incentive in a fashion identical to Firefighters hired by the Regional on or after regionalization.
3. Firefighters who are not receiving a higher educational incentive from the previous contractual agreement or firefighters hired by the Regional on or after regionalization shall receive \$1000 per year for an A.A. degree at an accredited institution or \$1,500 for an A.A. degree at an accredited institution for fire science or fire science technology.
4. Firefighters who are not receiving a higher educational incentive from the previous contractual agreement or firefighters hired by the Regional on or after regionalization shall receive \$2000 per year for an B.A. degree at an accredited institution or \$2,500 for an B.A. degree at an accredited institution for fire science or fire science technology.
5. Educational compensation as provided herein shall be included in base salary and paid in equal installments included in the members bi-weekly salary.

## **ARTICLE 26**

### **TERMINAL LEAVE**

- A. All unused accumulated sick and vacation leave days shall be put into a bank to be used as Terminal Leave. There shall be no set limit to the number of days which an Employee can accumulate in his Terminal Leave bank but he shall only be paid for the purpose of terminal leave in accordance with the caps and rate system established in this Article.
- B. For all Employees originally employed by the municipalities of Guttenberg, North Bergen, Weehawken, West New York, or Union City, upon retirement for a pension approved by the New Jersey Pension Department, an Employee shall receive payment for eligible days as provided in the municipalities' collective bargaining agreements which employed that Employee at the time of Regionalization. Terminal leave benefits for such Employees shall be based upon leave accumulated with the Regional as well as with any predecessor department. (See Appendix B)
- C. For all Employees employed by the Regional after regionalization, upon retirement



for a pension approved by the New Jersey Pension Department, an Employee shall receive payment for unused accumulated sick leave and vacation days up to a maximum of \$120 per twenty-four (24) hour day up to a maximum benefit of \$15,000. Those Employees who work less than a twenty-four hour day shall have a rate system adjusted proportionately in relation to the above.

- D. Employees originally employed as Firefighters by the Town of West New York may place up to three (3) vacation days annually into the terminal leave bank if those days or any portion of those days are not used.

## ARTICLE 27

### COMPENSATORY TIME

- A. All the accumulated compensation time from former Municipal employment shall be recognized by the Regional. When a Firefighter receives monetary compensation for earned compensatory time, it shall be calculated at the hourly rate when the time was earned.
- B. An Employee may request that the Regional grant him leave equal to back time owed to him. The Regional shall notify said Employee no later than seventy-two (72) hours, except in case of emergency, prior to the date the required leave is to commence as to whether said leave shall be granted.

## ARTICLE 28

### OVERTIME

- A. Overtime Rate

Overtime shall be paid for all hours worked in addition to the Employee's normal schedule hours as well as entitlements under the Fair Labor Standards Act (FLSA). The overtime rate shall be calculated by dividing the Employee's annual salary, including all payments added to base pay, by 2080 hours times one and one-half (1 ½).

- B. Overtime Call-In

It is agreed that an overtime roster will be maintained by the Association. In the event a need arises to engage an Employee on an overtime basis, the Officer-in-Charge shall request the appropriate Association Official to call Employees covered by this Agreement in order of seniority. The overtime roster is not to be used for fires.

C. Mandatory Off-Duty Detail

All mandatory off-duty details such as, but not limited to, parades, funerals, and special events, shall be considered as overtime.

D. Off Duty Testimony

When an Employee is required by the Employer to testify in a legal proceeding in connection with his duties in the Regional, the Employee shall be compensated for the time so spent at a rate of one and one-half times his normal rate for a minimum of four hours.

E. Recall Compensation

The compensation required to be paid to Employees who have been recalled to duty shall be a minimum four (4) hour's overtime pay, at the rate of time and one-half (1 ½). The four (4) hour minimum shall not apply to Employees held over following the termination of their regular shift.

F. Early Call-In

Any Employee required to report to duty prior to his assigned start time shall be guaranteed a minimum of two (2) hours at the overtime rate.

G. Holdover Pay

Where a holdover beyond an Employee's regular shift extends beyond fifteen (15) minutes, such Employee will be compensated at time and a half for a one (1) hour minimum and thereafter paid for actual time worked in quarterly increments at time and one half.

H. Compensation for Off-Duty Training

When required by the Regional to attend training for the purpose of retaining certification of qualifications, or continuing education and training, Employees will be compensated for off-duty training at the overtime rate. All tuition incurred in the required training programs will be paid by the Employer upon satisfactory completion of the course. The Regional retains the discretion to require training during the regularly scheduled workweek.

I. Payment of Overtime

The Regional shall make every effort to pay overtime to the Employee in the pay period

immediately following the earning of such overtime.

J. Manpower Overtime

Manpower overtime will be awarded in accordance with the current system of a (seniority) list for Firefighters.

**ARTICLE 29**

**SERVICE DIFFERENTIAL**

- A. For those Firefighters previously employed by North Bergen and/or Weehawken who are presently receiving the service differential or would earn a different service differential as of December 31, 2002, shall retain that service differential at the percentage level earned by that date. The percentage of service differential for these Firefighters shall not increase beyond that which was earned as of December 31, 2002.
- B. For those Employees eligible for service differential, the amounts shall be in addition to base pay and shall be paid biweekly.
- C. There shall be no expansion of service differential to Firefighters who were employed in those municipal departments whose agreements contain no service differential, for those Firefighters hired on or after regionalization, nor for those Employees in North Bergen and Weehawken who will not have earned a service differential benefit as of December 31, 2002.
- D. Notwithstanding the above or anything in the interest arbitration award, the parties agree that firefighters who attained percentages greater than those indicated in paragraph A pursuant to the municipal contracts as of December 31, 2003 shall be grandfathered at that percentage and shall not be reduced to the percentages contained in paragraph A.

**ARTICLE 30**

**LEGAL REPRESENTATION**

The Employer will defend and indemnify all Employees covered by this Agreement in order to protect them from suits arising out of performance of their duties, provided the acts committed by the Employees upon which the damages are based did not constitute fraud, malice, willful misconduct, or an intentional wrongdoing.

## ARTICLE 31

### HEALTH INSURANCE

A. Effective January 1, 2004, the Employer will provide health-care insurance protection with Horizon Blue Cross/Blue Shield, Direct Access or Traditional Insurance for all unit Employees and their dependents or a health insurance plan providing benefits equal to or better than the Horizon Blue Cross/Blue Shield Direct Access. Each firefighter will have the opportunity to choose (at the open enrollment period) either Direct Access or Traditional Coverage.

Effective with the signing of this agreement, all newly hired firefighters will be provided health care insurance with Horizon Blue Cross/Blue Shield Direct Access or a health insurance plan providing benefits equal to or better than the Horizon Blue Cross/Blue Shield, Direct Access. Such newly hired firefighters may purchase the traditional coverage by paying the difference in cost between Traditional insurance and Direct Access.

B. Any current firefighter who opts out of the medical coverage provided by the department may do so. Any member who does will receive a yearly payment of \$2,500.00. If a member wishes, he will be permitted back into the department's medical coverage. Once the member is back in the department's medical coverage, he will no longer receive the \$2,500.00 payment. Payment will be made at the end of each year the member is not enrolled in the NHRFR health plan on December 31<sup>st</sup>. If a member re-enters the NHRFR health benefits during the NON-OPEN enrollment period, the \$2,500.00 will be pro-rated accordingly.

C. The Employer will provide a Prescription Drug Program for all unit Employees and their dependents which shall require a ten dollar (\$10.00) co-payment for brand name drugs, a five dollar (\$5.00) co-payment for generic drugs and zero (\$0) co-payment for mail order drugs, and a fifteen (\$15.00) co-payment for non preferred name drugs.

D. The Employer shall make full payment in the above health care insurance protection on behalf of all Employees including those members who are on authorized sick leave and/or injured in the line of duty.

#### E. Dental Insurance

Effective January 1, 2003, the Employer shall provide a dental plan with dental insurance for all unit Employees and their dependents. The Plan will have a deductible of \$25 for individuals and \$75 maximum deductible for family coverage. The Plan shall cover 80% of U.C.R. up to an annual cap of \$1,500 per covered individual per year for all eligible charges. The Plan shall also provide 100% coverage for orthodontics with a lifetime cap of \$1,500 for each covered individual.

#### F. Prescription Eyeglass

The Employer agrees to provide a Prescription Eyeglass Plan for unit Employees and their dependents up to a maximum of \$125 per year per covered individual. Coverage shall include an annual eye examination, including glaucoma tests and the costs of glasses and/or contacts. All employees hired prior to 1/1/06 will have the option of choosing the VSP provider or the Eye DrX group provider, (or benefits equal to or better than) every July. All employees hired after 1/1/06 will only be entitled to the VSP provider or benefits equal to or better than.

G. Retiree Coverage

1. Firefighters (including dependents) who retire shall continue to receive the same health insurance as that which was in effect immediately before the retirement.
2. For unit Employees who have retired prior to the change in health insurance carrier, there shall be a continuation of retiree health insurance and other insurance coverage which they are currently receiving at a level pursuant to the appropriate municipal collective negotiations agreements in effect prior to September 30, 2002.

H. Eligibility for Retiree Coverage

1. Employees employed prior to the effective date of regionalization, subject to the following eligibility requirements are eligible to receive retiree insurance. The employee:
  - a. Must retire on a disability pension, or
  - b. Must have 25 or more years of service credit in a State or locally administered retirement system; **and**
  - c. The Employee must have a period of service up to 20 years with the employer at the time of retirement except that members who were transferred from the Municipal departments. The time the member had with the Municipal Departments shall be considered time with the Regional, as if that service was performed for this employer for the purposes of this Article.
2. Employees hired on or after the effective date of regionalization must meet the following eligibility requirements:
  - a. They must retire from a job-related disability and with five (5) years of credited service in PFRS.

- b. They must retire from a non-job related disability and with twenty (20) years of credited service in PFRS.
- c. They must have at least twenty-five years of credited service in PFRS.

I. Miscellaneous Benefit Provisions

- 1. The Employer may change insurance plans and/or carriers or self insure upon sixty (60) days prior notice to the Association so long as the new plan provides equal or better benefits than the plan or program in existence at the expiration of this Agreement.
- 2. The Regional shall continue to provide reimbursement for guaranteed term life insurance only to those Employees who are receiving this reimbursement as of September 30, 2002.

**ARTICLE 32**

**PENSIONS AND RETIREMENT BENEFITS**

- A. The Employer shall provide pension retirement benefits to Employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey. The Regional shall do everything required by it, pursuant to law, to secure pensions for all qualified Employees.
- B. Pensions and insurance coverage shall be the same for an Employee who is injured or killed while on duty with the Regional and who, while acting within the scope of his employment, is rendering aid to a neighboring community, as though the injury or death occurred within the territorial limits of the Regional.
- C. The Employer shall continue to make necessary payments to, and on behalf of, an Employee who is on sick leave and/or has been injured in the line of duty and within the scope of his employment as though said Employee remained on active duty.

**ARTICLE 33**

**MANPOWER**

The Regional shall set a manpower policy and provide written notice of the manpower policy to the Association. The Regional shall also notice the Association of any changes which the Regional makes to its manpower policy.



## ARTICLE 34

### PROMOTIONS, ASSIGNMENTS & TRANSFERS

#### A. Promotions

The Regional shall attempt to maintain a New Jersey Department of Personnel list from which appointment and promotional vacancies shall be filled in accordance with New Jersey Department of Personnel Rules and Regulations.

#### B. Assignments and Transfers

The assignment and transfer of Firefighters is the responsibility of the Executive Director in accordance with DOP Rules and Regulations. It is understood that any Employee may request, in writing, a transfer to a new or vacant position for which that Employee is qualified.

#### C. Acting Pay

Where a vacancy exists, the appointing of Employees to higher ranks in an acting capacity shall not serve as a long-term substitute for the filling of the vacancy on a permanent basis. The Regional shall adhere to DOP Rules and Regulations with respect to the filling of vacancies.

Temporary assignments to higher rank during vacation, sick leave or other leave, shall continue to be made by the Regional in conformity with DOP Rules and Regulations.

Any qualified Employee not desiring to serve in a temporary acting capacity may refuse to do so without prejudice. A qualified Employee means having at least 3 years on the job from date of appointment. In the absence of a Firefighter desiring to serve in a temporary acting capacity, the Regional may order such service without additional compensation after exhausting its efforts within the battalion to secure a Firefighter to serve in such temporary acting capacity.

D. For calendar years 2006 and 2007, all eligible employees will be compensated \$500.00 which should be added onto the end of the salary after all other calculations are performed. This compensation for out of title work throughout the year. The members eligible will have completed three (3) years of service. If a member becomes eligible during the year, his base salary will be adjusted for the first pay period after he becomes eligible. Effective January 1, 2008, this compensation will be eliminated and there shall be no extra compensation for out



of title work. A firefighter's base salary shall be deemed to include appropriate compensation in the event that a firefighter is required to serve as an acting supervisor.

## ARTICLE 35

### CLOTHING & UNIFORM ALLOWANCE

- A. The employer agrees to pay all Employees covered by this Agreement the amount of six hundred and fifty (\$650.00) dollars per year as a clothing maintenance allowance. This payment is to be made on or before July 1<sup>st</sup> of each year commencing July 1, 2002.
- B. The Employer agrees to furnish, at no cost to the Employee, and assure the use of, required protective clothing and equipment as set forth in N.J.A.C. 12:100 et seq.
- C. Employees must return all turn out gear and other equipment issued by the Regional upon retirement or termination.
- D. If a Firefighter loses equipment due to negligence, such Firefighter shall be charged with the cost of replacement. Intentional damage to equipment shall result in discipline and charge for the cost of equipment.
- E. Clothing lost, destroyed or damaged during the course of duty shall be replaced at the Regional's expense. The Employee, absent extenuating circumstances, must report any damaged clothing to the Platoon Commander, his designee, or fire headquarters within twenty-four (24) hours. Employees must present damaged clothing, helmet, boots, coats or gloves in order to verify loss.
- F. Whenever the Employer determines that it desires to change the uniform or part thereof, it shall be the employer's obligation to provide to each Employee such modified or changed uniform free of charge. Utilization of this paragraph shall not diminish the clothing maintenance allowance set forth in this Agreement.

## ARTICLE 36

### SAFETY AND FACILITIES

- A. The Regional desires to maintain a safe place of employment for all Firefighters, and to that end management shall make all reasonable provisions necessary and in accordance with the laws of New Jersey for the safety of Employees in the performance of their work. The Regional shall provide equipment as approved by New Jersey's statutory requirement for all fire personnel.

1. All sanitary facilities and equipment in each firehouse including, but not limited to, toilets, showers, and washbasins shall be furnished and maintained in good working order by the Regional.
2. The Regional agrees to provide Employees with a reasonable and safe place for their work efforts and further agrees to keep all equipment in safe and good operating condition so as to insure the safety of the Employees.

## **ARTICLE 37**

### **DEPARTMENTAL INVESTIGATIONS**

- A. In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:
1. The interrogation of a member of the Regional shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
  2. The interrogation shall take place at a location designated by the Fire Chief. Usually it will be at Fire Headquarters or the location where the incident allegedly occurred.
  3. The questioning shall be reasonable in length. Time shall be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.
  4. The Regional shall permit the member the opportunity to consult with an Association representative at any stage during a proceeding in which the Employee reasonably believes may result in disciplinary or criminal charges against that Employee upon request of the Employee.
  5. Nothing herein shall be construed to deprive the employer or its Employees of the ability to conduct routine and daily operations of the Regional.
  6. Nothing herein shall be construed to deny or restrict either the Regional or the Employee such rights as they may have under the New Jersey statutes or other applicable laws and/or regulations.

## **ARTICLE 38**

### **MISCELLANEOUS**

A. Assignments

1. No Employee of the Regional shall be assigned to perform any duty which is unrelated to firefighting, fire prevention, rescue, salvage, overhaul work, care and maintenance of firefighting equipment and apparatus, or any other similarly related work.
2. No such Employee shall be assigned any duty which is unrelated to the normal daily care required to maintain the quarters to which he is assigned in a clean, safe and sanitary manner.

B. Personnel Information

All Employees of the Regional shall be required to give the Executive Director their current telephone number and address for the purpose of contacting Employees in time of emergency or recall. In the event of any change of address, said Employee shall notify the Executive Director within forty-eight (48) hours. Such information shall be considered confidential unless disclosure of such is required by law.

C. Copy of the Agreement

The Regional shall pay the cost of printing and supplying each member of the Department with a printed copy of the Agreement between the Regional and the Association.

D. Annuity Plan

1. The Association may establish an Annuity Program with contributions to be made through payroll deduction. The program shall be by Employee only contribution at no cost to the Regional.
2. The Association shall indemnify, defend and save the Regional 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 department in reliance upon salary deduction authorization cards and submitted by the Association to the department 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 for participation in the Annuity Program.

E. Parking Fees

The Regional and the Association agree that in the event the Regional or any other

governmental agency requires the payment of a fee for on-street parking then the parties shall immediately negotiate over the payment of parking fees upon demand.

F. Riots and Police Duties

1. The Regional shall provide police protection to Firefighters whenever required.
2. Employees under this Agreement shall not be required to perform any duties exclusively considered a police function.
3. Employees shall not be required to use hose streams on, or take any other active part in the quelling of a riot and/or mob.

G. Identification Card

Every Firefighter shall, at the Regional's expense, be furnished with a card valid for the purpose of identifying said Firefighter as a member of the Regional.

**ARTICLE 39**

**OFF DUTY ACTION**

Any action within the State of New Jersey taken by a member of the Regional on his time off, which would have been proper action taken by the Employee on active duty with the Regional, shall be considered proper Fire Department action, and the Employee shall have all of the rights and benefits concerning such action as if he were then on active duty. This excludes an Employee regularly performing duties as a member of a volunteer fire company.

**ARTICLE 40**

**OUTSIDE EMPLOYMENT**

- A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off-duty.
- B. It is understood that full-time Employees will consider their position with the Regional as their primary employment. Any outside employment or activity must not interfere with the Employee's efficiency in his position with the Regional and must not constitute any conflict of interest.

- C. An Employee who is on sick leave or a compensable work-related injury leave may not work at any other employment during such leave.

## ARTICLE 41

### DRUG & ALCOHOL TESTING

The Regional may administer drug and alcohol testing policy and procedures as described in Appendix A, the Attorney General's Law Enforcement Drug Testing Policy.

Anything contained in Appendix A notwithstanding, the Regional may use a toxicology laboratory which is competent to perform the same testing as performed by the State toxicology laboratory. The Regional may designate such a laboratory within 30 days of the execution of this Agreement, with notice of such designation being provided to the Association. Any change in the laboratory being used shall require notice to the Association as soon as is practicable.

## ARTICLE 42

### PERSONNEL FILES

- A. A separate personal history file shall be established and maintained for each Employee covered by this Agreement; personal history files are confidential records and shall be maintained by the Administration.
- B. Any Employee in the bargaining unit may review his own personnel file provided reasonable notice by written request is made to the Regional. Each review shall be conducted in the presence of management personnel and every Employee shall be required to sign an entry record on the occasion of his review.
- C. Whenever a written complaint covering an Employee or his actions is to be placed in his personnel file, a copy shall be given to said Firefighter, and he shall be given the opportunity to rebut, if he so desires, in writing, within fifteen (15) days and said rebuttal shall be placed in his file.
- D. The parties, at their discretion, may mutually agree to withdraw an item from the personnel file. Any individual mutual decision to withdraw an item shall not be precedent setting.

## ARTICLE 43

### NON-DISCRIMINATION

In accordance with applicable State and Federal law, neither the Regional nor the Association shall

discriminate against any Employees covered by this Agreement because of race, color, sex, religion, national origin, or Association membership.

#### **ARTICLE 44**

##### **FULLY BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on 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 issue, whether or not covered by this Agreement. This provision cannot be construed to waive the Association's statutory right to negotiate over issues which flow from the Regional's right to propose new rules, modifications of existing rules governing working conditions.

#### **ARTICLE 45**

##### **MAINTENANCE OF OPERATIONS**

- A. It is recognized that the need for continued and uninterrupted operation of the Regional is of paramount importance to the citizens of the respectively represented cities, and that there should be no interference with such operation.
  
- B. 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, i.e., the concerted failure to report for duty, or other concerted job actions, including willful absence of an Employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the Employee's duties of employment, work stoppage, slowdown, walkout or other job action against the Regional.

#### **ARTICLE 46**

##### **SEVERABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any Employee, member or group of Employees or members is held to be invalid by operation of law, by a court, or other tribunal of competent jurisdiction, then such provision and/or its application shall be deemed inoperative; however, all other provisions and applications contained therein shall continue in full force and effect, and shall not be effected thereby.

#### **ARTICLE 47**

**NO WAIVER**

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement or exercise one's rights pursuant thereto shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the parties herein are entitled. This Agreement may only be modified or changed by a written amendment and signed by both parties.

**ARTICLE 48**

**MAINTENANCE OF STANDARDS**

- A. All terms and conditions of employment, not specifically set forth in this Agreement nor inconsistent with its terms, which have been mutually and consistently recognized after regionalization, irrespective of prior practice at an individual municipality, will continue and shall not be changed to the detriment of Employees within the Bargaining Unit, until changed by negotiation with the Association.
- B. The Regional shall not enter into any Agreement with any Employee or groups of Employees covered by this Agreement, which in any way conflicts with the terms of this Agreement.
- C. The Regional agrees to make available to the Association a copy of all general orders issued by the Chief of the Regional and/or the Director(s) of the Regional at the same time (or earlier if possible) that the general orders are issued to all Firefighters.

**ARTICLE 49**

**DURATION OF AGREEMENT**

- A. This Agreement shall have a term from July 1, 2004 through June 30, 2009.
- B. If the parties have not executed a successor Agreement by July 1, 2009, then this Agreement shall continue in full force and effect until a successor Agreement is executed.
- C. Negotiations for a successor Agreement shall be in accordance with the rules of the Public Employment Relations Commission.

**IN WITNESS WHEREOF**, the Parties have affixed their signature:

**NORTH HUDSON FIREFIGHTERS  
ASSOCIATION**

**NORTH HUDSON REGIONAL FIRE &  
RESCUE**

**BY:** \_\_\_\_\_

**BY:**

**BY:** \_\_\_\_\_

**BY:**

**BY:** \_\_\_\_\_

**BY:**



## APPENDIX

	<b>Page</b>
Preamble	1
Article 1 - Association Recognition Clause	1
Article 2 - Management Rights	2
Article 3 - Association Rights	3
Article 4 - Deduction from Salary	4
Article 5 - Rights of Members	6
Article 6 - Rules and Regulations	6
Article 7 - Grievance Procedure	7
Article 8 - Disciplinary Action	9
Article 9 - Seniority	9
Article 10 - Probationary Period	10
Article 11 - Hours of Work	10
Article 12 - Exchange of Tour Duty	11
Article 13 - Sick Leave	12
Article 14 - Vacation	14
Article 15 - Holidays	17
Article 16 - Injury Leave	17
Article 17 - Military Leave	18
Article 18 - Funeral Leave	19
Article 19 - Emergency Leave	19

Article 20 - Leave of Absence	19
Article 21 - Jury Duty	20
Article 22 - Court Time	20
Article 23 - Salaries	20
Article 24 - Longevity	21
Article 25 - Education Incentive	22
Article 26 - Terminal Leave	23
Article 27 - Compensatory Time	24
Article 28 - Overtime	24
Article 29 - Service Differential	26
Article 30 - Legal Representation	26
Article 31 - Health Insurance	27
Article 32 - Pensions and Retirement Benefits	29
Article 33 - Manpower	30
Article 34 - Promotions, Assignments & Transfers	31
Article 35 - Clothing & Uniform Allowance	32
Article 36 - Safety and Facilities	32
Article 37 - Departmental Investigations	33
Article 38 - Miscellaneous	34
Article 39 - Off Duty Action	35
Article 40 - Outside Employment	35
Article 41 - Drug & Alcohol Testing	36

Article 42 - Personnel Files	36
Article 43 - Non-Discrimination	37
Article 44 - Fully Bargained Provisions	37
Article 45 - Maintenance of Operations	37
Article 46 - Severability and Savings	37
Article 47 - No Waiver	38
Article 48 - Maintenance of Standards	38
Article 49 - Duration of Agreement	38