

**A G R E E M E N T**

*Between*

**THE BOROUGH OF BERGENFIELD**

and

**THE BERGENFIELD FIREMAN'S ASSOCIATION**

**F.M.B.A. LOCAL No. 65**

**Effective: July 1, 2004 through June 30, 2008**

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**ARTICLE I**  
**RECOGNITION**

**SECTION 1**

The Borough hereby recognizes the Association as the exclusive majority representation within the meaning of the New Jersey Employer – Employee Relations Act, N.J.S. 34:13A-1 et seq. for collective negotiations concerning salaries, hours of work, and other terms and conditions of employment for all firemen employed by the Borough as members of the paid Fire Department.

**SECTION 2**

Unless otherwise indicated, the terms “fireman”, “employee”, or “employees” wherever used in this Agreement refer to all persons represented by the Association in the above defined bargaining unit.

**ARTICLE II**  
**MANAGEMENT *and* FIREMEN RIGHTS**

**SECTION 1**

The Borough hereby agrees that every paid fireman shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage, deprive, or coerce any fireman in the enjoyment of any rights, privileges, or benefits conferred upon firemen by the New Jersey Employer – Employee Relations Act, N.J.S. 34:13A-1.1 et seq., or other laws of the State of New Jersey or the Constitutions of the State of New Jersey or of the United States of America. The Borough further agrees that it shall not discriminate against any fireman with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any lawful activities of the Association and its affiliates, collective negotiations with the Borough or the institution of any grievance under this Agreement with respect to the terms and conditions of employment.

**ARTICLE II**  
**MANAGEMENT *and* FIREMEN RIGHTS**  
**(continued)**

**SECTION 2**

Except as otherwise provided herein, the Borough 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 Constitution of the State of New Jersey and of the United States, all practices and policies affecting terms and conditions of employment existing prior to the agreement not specifically addressed shall remain in full force and effect, including, but without limiting, the generality of the foregoing, the following rights:

- a. To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees;
- b. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignments and to promote and transfer employees;
- c. To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law.

**ARTICLE II**  
**MANAGEMENT *and* FIREMEN RIGHTS**  
**(continued)**

**SECTION 3**

Nothing contained herein shall be construed to deny or restrict either party of or in its right, responsibilities, and authority, under N.J.S. Titles 11, 34, 40, 40A or any other national, state, county or other applicable laws.

**SECTION 4**

Neither the Association nor any of its members shall engage in any job action, strike, work stoppage, sit down, slow down, sick call action, boycott, or any other form of interference with the Borough operations during the term of this Agreement.

**SECTION 5**

The Borough will not engage in any lockout of employees covered by this Agreement during the term thereof.

**SECTION 6**

There will be no layoff of existing personnel during the term of this Agreement.

**ARTICLE III**  
**SALARIES**

**SECTION 1**

- A. Salaries for employees covered by this Agreement shall be as set forth in Schedule A, annexed.
- B. Increments shall be paid in accordance with past practice for those hired prior to 1/1/96.
- C. Any Firefighter / EMS who maintains certified EMT status, has met the qualifications of the Bergenfield Volunteer Ambulance Corps, Inc., and is approved by the Borough Administrator to actively ride the ambulance during duty hours, shall be remunerated as set forth in Schedule A, annexed. ***EMS response of FMBA personnel for emergency calls shall be pursuant to written policy set forth by the Borough Administrator.***
- D. The following shall be included, but not limited to for calculating pension:
  - 1. Base salary
  - 2. Longevity
  - 3. Remuneration for additional duties

**SECTION 2**

A Firefighter shall progress from Training salary to First (1<sup>st</sup>) year salary after complying with the below listed criteria and evaluation by the Fire Chief upon completion of numbers 1 and 3:

- 1. Successful completion of Firefighter I training
- 2. Obtaining Fire Inspector certification
- 3. Three (3) months maximum of "on the job" training

**ARTICLE III**  
**SALARIES**  
(continued)

**SECTION 3**

*Effective January 1, 2005, there shall be added a "Senior Firefighter Differential" pay step applicable to all bargaining unit members with 20 years of creditable service. The annual amount of said step shall be \$2,500.00 which shall become a part of base pay and paid along with regular payroll.*

**SECTION 4**

*Effective July 1, 2004, the base salary of a fire lieutenant shall be adjusted to reflect a 7.5% increase over the base salary of a firefighter. This is a one-time adjustment as set forth on Schedule "A".*



**ARTICLE IV**  
**LONGEVITY**

In addition to salaries, wages, or other payment hereunder, each fireman shall receive longevity compensation based upon commencement of years of service with the Borough as follows:

Six (6) through eight (8) years of service	1% of base salary
Nine (9) through eleven (11) years of service	2% of base salary
Twelve (12) through fourteen (14) years of service	3% of base salary
Fifteen (15) through seventeen (17) years of service	4% of base salary
Eighteen (18) through twenty (20) years of service	5% of base salary
Twenty-one (21) through twenty-three (23) years of service	6% of base salary
Twenty-four (24) and thereafter years of service	8% of base salary

**ARTICLE V**  
**OVERTIME**

Overtime shall be defined as work in excess of forty-five (45) hours per week for all permanently assigned Firefighters or nine (9) hours per day for any temporary firefighter. For each such extra hour worked, overtime compensation shall be paid at one and one-half (1 ½) times the regular hourly base rate of pay as established by dividing the annual base rate of pay by 2,080 hours.

In the event that the Borough and the Fire Chief requires that the Bergenfield Volunteer Fire Department "standby" in the fire houses, on a paid basis, then the employees shall be called and placed on "standby" service. Storm related "standby" duty shall be compensated on the basis of a three (3) hour minimum.

Mandatory schooling or training undertaken after duty hours shall be compensated at the overtime rate or compensatory time off at the employee's option. Compensatory time shall be calculated as one and one-half (1 ½) hour for each hour spent in the mandatory class.

Overtime shall be paid in accordance with all appropriate State and Federal regulations.

Incident Recall –

Paid Firefighters recalled due to an incident shall remain on paid duty (overtime status) until the Fire Company is back in service or the incident is completed and the Fire Company is dismissed. In either case, pay shall be compensated on the basis of a two (2) hour minimum.

**ARTICLE V**  
**OVERTIME**  
**(continued)**

Court or legal forum appearance after normal duty hours shall be compensated at the overtime rate and on the basis of a one (1) hour minimum.

Members accumulating compensatory time in excess of twenty (20) hours may receive monetary remuneration for the time in December of each year.

***Scheduled Overtime shall be assigned to regular full time employees of the Department first, and it shall be based upon a rotating seniority roster of the paid staff.***

**ARTICLE VI**  
**CLOTHING ALLOWANCE**

**Section 1**

Each employee shall receive an annual clothing allowance in the amount of **\$750.00**. This allowance shall cover the cost of maintaining a blue daily work uniform and a dress uniform.

**Section 2**

- A. Each new employee shall receive:
1. Station uniforms, consisting of three (3) shirts, three (3) pants, and one (1) pair of shoes, compliant with appropriate standards.
  2. Dress uniform, consisting of blouse, pants, short and long sleeve shirts, tie, pot hat, and shoes to match the uniform of the Bergenfield Volunteer Fire Department. This shall be effective if not previously issued by the Bergenfield Volunteer Fire Department.
  3. ***A new full set of personal protective equipment including one of each of the following: turnout coat, pants, boots, helmet, hood, suspenders; and, two pairs of gloves.***
- B. Each current employee shall annually receive three (3) station uniform items, which shall be shirts, pants, or safety footwear.

**Section 3**

Items covered in Section 2 shall be purchased through the Director of Purchasing.

**ARTICLE VI**  
**CLOTHING ALLOWANCE**  
**(Continued)**

**Section 4**

*If any career employee or new employee suffers damage to personal protective equipment during a fire or other emergency wherein that equipment is no longer serviceable, or, if any such equipment no longer meets accepted nationally recognized standards, that employee shall have the ability to make immediate purchase or order of any such equipment notwithstanding any turnout gear purchasing schedule of the Bergenfield Fire Department.*

**ARTICLE VII**  
**HOLIDAYS *and* PERSONAL DAYS**

**Section 1**

Each employee shall enjoy the following thirteen (13) holidays during each year of this Agreement:

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

**Section 2**

All employees shall be required to report for duty on the following holidays when said holidays fall on a normal workday. Each employee shall be compensated for such work in accordance with the overtime rate.

Martin Luther King Day	Lincoln's Birthday
Columbus Day	Veteran's Day
Election Day	

**Section 3**

Each employee shall be entitled to three (3) personal leave days annually without loss of pay, in addition to any other time off provided for in this Agreement. This time may be used in one (1) hour increments.

**ARTICLE VIII**  
**INSURANCE *and* DEATH BENEFITS**

**Section 1**

Existing levels of coverage for hospitalization, major medical, dental, and prescription shall be continued for all active employees and their eligible dependents, and all retired employees and their eligible dependents.

***Each active employee shall contribute Two Hundred Forty (\$240.00) Dollars per year toward medical benefits. Said contribution shall be made on a ten dollar (\$10.00) per biweekly paycheck basis.***

**Section 2**

The Borough agrees to extend to all active employees all insurance benefits provided to members.

**Section 3**

The Borough agrees to provide a full family prescription insurance program for each active employee and their eligible dependents. This program will have a **\$5.00** co-pay on generic prescriptions, **\$10.00** co-pay on name brand prescriptions, **and zero (\$0.00) co-payment on mail order prescriptions.**

I

**ARTICLE VIII**  
**INSURANCE *and* DEATH BENEFITS**  
**(continued)**

**Section 4**

Eye Glass Reimbursement Program –

The Borough will reimburse each employee for the cost of new lenses providing the employee is required to wear glasses on a full time basis, has broken the lens during the work shift, has submitted to the Borough his claim with the Optician's bill and has been included on the list of eligible members which was furnished by the F.M.B.A. The Borough will pay the employee a maximum of \$90.00 for each claim and each employee shall be entitled to a maximum of one (1) claim per year. When the lens is broken, the employee must submit the glasses to the Chief the same day. This reimbursement includes contact lenses in accordance with the above conditions.

**Section 5**

Should the Employer seek to change insurance carriers or if, for any reason, change insurance to any degree, then the Employer shall be required to give no less than ninety (90) days notice, whenever possible, to the F.M.B.A. of any intended change. Such ninety (90) day notice shall include, at the time of notice, a copy of the proposed changed provisions or policy.

Any new policy shall provide equal coverage. The ninety (90) day notice may be waived by mutual consent of both parties.



**ARTICLE VIII**  
**INSURANCE and DEATH BENEFITS**  
**(continued)**

**Section 6**

*Every employee shall be granted scheduled time off, each year, for purposes of a medical evaluation provided by the State FMBA medical program. Time off shall also be granted for any follow-up examinations deemed necessary as a result of said evaluation. The cost of the medical evaluation and any follow-ups must be covered, in full, by the employee's insurance plan with no additional expense to the Borough. Employees will not be subjected to loss of vacation, personal, or compensatory time for such evaluation or any necessary follow-ups.*

**ARTICLE IX**  
**VACATION**

**Section 1**

Each employee shall be entitled to annual vacation leave depending upon his years of service within the Department as follows:

<b><u>Years of Service</u></b>	<b><u>Vacation Time (working days)</u></b>
1 <sup>st</sup> year	1 day / month worked
2 <sup>nd</sup> through 5 <sup>th</sup> year	12 days
6 <sup>th</sup> through 10 <sup>th</sup> year	15 days
11 <sup>th</sup> through 15 <sup>th</sup> year	18 days
16 <sup>th</sup> through 20 <sup>th</sup> year	21 days
over 20 years	25 days

**Section 2**

Where in any calendar year the vacation time, or any part thereof, is not taken, a maximum of ten (10) days shall accumulate and be granted in the next succeeding calendar year only. Vacation time accrued but not taken voluntarily shall not accumulate beyond the calendar year in which it accrues. ***Employees shall be permitted to purchase up to 5 days of accumulated vacation time earned in that calendar year. Any employee wishing to exercise this option must notify the Borough Administrator no later than November 1<sup>st</sup> of that year. The rate of pay for any days purchased will be the rate of pay in effect for that employee as of November 1<sup>st</sup> of that year.***

**Section 3**

***Requests for vacation time must be submitted in writing by March 31<sup>st</sup> of the current year. It shall be granted on the basis of seniority. All requests thereafter shall be granted on a first come, first served basis.***

**ARTICLE X**  
**TRAINING *and* EDUCATION**

**Section 1**

Employees shall be reimbursed for the tuition cost of any fire service course undertaken as part of a fire science program at a State of New Jersey accredited college or university upon the successful completion of the course documented by a transcript establishing that a grade of "C" or better was obtained and proof that the tuition cost had been paid. ***With the exception of fire science programs, reimbursement for any other job-related course of study will be subject to the approval of the Borough Administrator.***

**Section 2**

Employees shall be reimbursed for the tuition cost of any training program mandated by the State of New Jersey as a condition for maintaining their status as a paid Firefighter, Fire Official, Fire Inspector, or EMT.

**Section 3**

Employees shall be reimbursed for the tuition cost of any course or program for which they would have heretofore been entitled to tuition payment under the training budget of the Bergenfield Volunteer Fire Department without regard to their status within the Bergenfield Volunteer Fire Department.

**Section 4**

Employees shall be reimbursed for the license certification fees for Firefighter, Fire Sub-Code Inspector, Fire Official, and Fire Inspector.

**ARTICLE X**  
**TRAINING *and* EDUCATION**  
**(continued)**

**Section 5**

Required training time to maintain Fire Official and / or Fire Inspector licenses shall be provided. If courses occur during regular working hours, members shall receive compensation for classes attended. Classes, which are attended outside normal working hours, shall be compensated as per **Article V**.

**Section 6**

Required training time to initiate and maintain appropriate EMT level training, as required by the State of New Jersey and the Bergenfield Volunteer Ambulance Corps, shall be provided to those Firefighters designated Firefighter / EMS. If courses occur during regular working hours, members shall receive compensation for classes attended. Classes, which are attended outside normal working hours, shall be compensated as per **Article V**.

**ARTICLE XI**  
**MISCELLANEOUS**

Employees shall be entitled to a bonus of two (2) days pay upon the completion of one (1) full calendar year of perfect attendance. Perfect attendance shall be defined as not being absent from work for any reason except vacation days, personal leave, compensatory time, or a death in the employee's immediate family. Immediate family shall mean spouse, father, mother, son, daughter, brother, sister, mother-in-law, or father-in-law.

**Bereavement Leave**

Employees shall be entitled to three (3) days leave with pay upon the death of a member of the immediate family.

**F.M.B.A. Activities**

One (1) member of the Association, the state delegate, local president, or designee shall be permitted to attend all regular or special meetings of the New Jersey F.M.B.A.

Two (2) members of the Association, the state delegate and local president, or their respective designee shall be permitted to attend convention(s) of the New Jersey F.M.B.A.

**ARTICLE XII**  
**GRIEVANCE PROCEDURE**

**Section 1**

A grievance is any complaint arising with respect to wages, hours of work, or other negotiable conditions of employment and includes any dispute over the interpretation, application, or construction of this Agreement. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss and resolve the matter informally with any appropriate member of this department. This grievance procedure shall include disciplinary grievances where the disciplinary sanction is five (5) days or less fine or equivalent suspension.

**Section 2**

Complaints may be initiated by an individual employee to his immediate superior. An earnest effort shall be made to settle the dispute immediately. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the employee or by the authorized Association representative.

**Section 3**

When the Association wishes to present a grievance for itself, for an employee, or group of employees for settlement or when an aggrieved employee wishes to present a grievance, such grievance shall be presented as follows:

**ARTICLE XII**  
**GRIEVANCE PROCEDURE**  
**(continued)**

Step 1: The aggrieved employee, the President of the Association, or his duly authorized representative shall present and discuss the grievance or grievances orally with the Fire Chief or his duly designated representative. The Fire Chief shall answer the grievance orally within five (5) days.

Step 2: If the grievance is not resolved at Step 1, or if no answer has been received within the time set forth in Step 1, the Association shall present the grievance within five (5) working days in writing to the Fire Chief. This presentation shall set forth the position of the Association or employee, and at the request of either party, discussion may ensue. The Fire Chief shall answer the grievance, in writing, within five (5) working days after receipt of the written grievance setting forth the position of the employer.

Step 3: If the grievance is not resolved at Step 2, or if no answer has been received by the Association within the time set forth in Step 2, within seven (7) working days of the receipt of the written response in Step 2, or of the time limitation for response (if no response is received), the grievance may be presented, in writing, to the Borough Administrator. The final decision of the Administrator shall be given to the Association in writing within seven (7) working days after the receipt of the written grievance.

Step 4: If the grievance has not been settled by the parties at Step 3, the Association may, within seven (7) working days thereafter, appeal the adverse decision to the Governing Body in writing. The Governing Body shall, if requested by the employee or Association, or in its own discretion, within ten (10) working days after the receipt of the written notice of appeal setting forth the nature of the grievance, the relief sought, and the Borough Administrator's

**ARTICLE XII**  
**GRIEVANCE PROCEDURE**  
**(continued)**

Response, hold a private hearing at which the employee, the Association, or their authorized representative may be heard. Thereafter, within ten (10) working days after such hearing, or the receipt of the notice of appeal (if no hearing is held), the Governing Body shall deliver its decision in writing. Such decision shall be conclusive and binding on the parties.

**Section 4**

1. If the grievance is not settled through Steps 1, 2, 3, and 4, either party may refer the matter to the Public Employment Relations Commission (PERC) within ten (10) days, after the determination by the Governing Body for binding arbitration. Said request may be made only when the grievance alleges specific violations of this Agreement as detailed in paragraph A of this Article. All other grievances end with the decision by the Governing Body. An Arbitrator shall be selected pursuant to the rules of PERC.
2. The Arbitrator shall be bound by the provisions of this Agreement and 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 provisions of this Agreement or any supplement thereto. The decision of the Arbitrator shall be final and binding.
3. The costs for the services of the Arbitrator shall be borne equally between the Borough and the F.M.B.A. Any other expenses, including but not limited to the presentation of the witnesses, shall be paid by the party incurring same.



**ARTICLE XIII**  
**TERMINAL LEAVE**

**Section 1**

All active employees, as of January 1, 1996 shall be entitled to terminal leave with pay in accordance with the following schedule:

15 – 19 years	3 months
20 – 24 years	4 months
25 – 29 years	5 months
30 years or more	6 months

All employees hired after January 1, 1996 shall be entitled to terminal leave with pay in accordance with the following schedule:

15 – 19 years	2 months
20 – 24 years	3 months
25 – 29 years	4 months
30 years or more	5 months

Except as provided by Section 2 hereof, it is understood that any employee, who exercises his ordinary retirement privilege or ordinary disability retirement privilege prior to attaining 25 years of service, shall not be permitted to commence retirement and terminal leave during the period from March 1<sup>st</sup> through September 1<sup>st</sup> of any calendar year.

**Section 2**

In the event an employee receives an accidental disability retirement for job connected disability pursuant to N.J.S.A. 43:16A, it is understood and agreed that insurance benefits provided by the Borough for retired employees shall be provided to such employees as long as the provision of such benefits is provided under New Jersey law.

**ARTICLE XIII**  
**TERMINAL LEAVE**  
**(continued)**

**Section 3**

Said terminal leave shall be exclusive of compensation for any vacation to which the employee may be entitled to at retirement.

**Section 4**

During terminal leave status, said retiring employee shall not accrue payment or credit for vacation, personal day(s), sick day(s), or holiday(s).

## **ARTICLE XIV**

### **SICK LEAVE**

#### **Section 1**

Sick leave shall be granted to each employee in the amount equal to one full working year which shall be renewed annually but not accumulate past December 31<sup>st</sup> of each year. If an employee has utilized twelve (12) months of continuous sick leave, the decision to continue sick leave shall rest solely with the Mayor and Council.

If at any time during the term of this Agreement the Borough Administrator and Fire Chief determine that the sick leave policy is being abused, the parties agree that a policy of granting fifteen (15) days per man per year, with unused days accumulating each year, shall be implemented immediately. Said decision shall not be grievable.

#### **Section 2**

In the event that the fifteen (15) day policy is implemented due to sick leave abuse, the parties agree that each employee shall be automatically credited with fifteen (15) days for each year of employment.

**ARTICLE XV**  
**SEPARABILITY *and* SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect. The parties shall meet for the purpose of negotiating changes made necessary by the applicable law.

**ARTICLE XVI**  
**EXTRA CONTRACT AGREEMENTS**

**Section 1**

The Borough agrees not to enter into any other Agreement or contract with the employees covered by this Agreement, individually or collectively, or with any other organization which in any way conflicts with the terms and provisions of this Agreement unless the Association agrees to such change in writing or a new representative is duly elected by the employees.

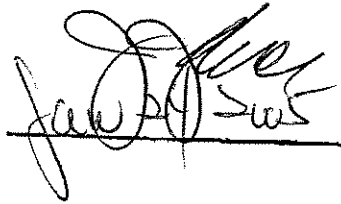
**Section 2**

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.


**ARTICLE XVII**  
**TERM OF AGREEMENT**

**THIS AGREEMENT** shall be effective *July 1, 2004* and shall remain in full force and effect until *June 30, 2008*. In the event no new or substitute Agreement is entered into on or before June 30, 2004, the terms and conditions of this Agreement shall continue in full force and effect until a substitute Agreement is executed.

ATTEST:



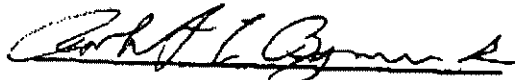
**BOROUGH OF BERGENFIELD**

  
Richard Bohan,  
Mayor

ATTEST:



**BERGENFIELD FIREMAN'S ASSN.**  
**F.M.B.A. LOCAL No. 65**

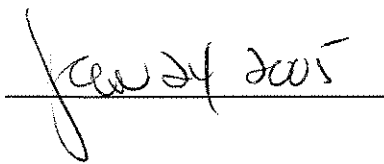
  
Robert E. Byrnes, Sr.,  
President

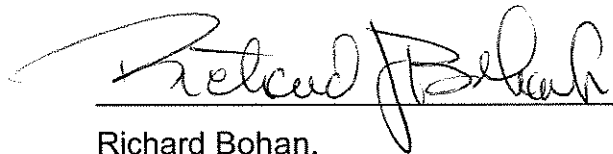
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**TERM OF AGREEMENT**

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ATTEST:

BOROUGH OF BERGENFIELD

  
\_\_\_\_\_

  
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Richard Bohan,  
Mayor

ATTEST:

BERGENFIELD FIREMAN'S ASSN.  
F.M.B.A. LOCAL No. 65

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Robert E. Byrnes, Sr.,  
President

