

AGREEMENT
BETWEEN
TOWNSHIP OF SOUTH ORANGE VILLAGE
AND
SOUTH ORANGE FIRE FORCE
SUPERIOR OFFICERS ASSOCIATION

~~JANUARY 1, 2001 THROUGH DECEMBER 31, 2003~~
January 1, 2004 to December 31, 2007

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PREAMBLE

THIS AGREEMENT, by and between the Township of South Orange Village, a municipal corporation, situated in the County of Essex, State of New Jersey, hereinafter referred to as the "Village", and South Orange Fire Force Superior Officers Association, hereinafter referred to as the "Association", is designed to maintain and promote a harmonious relationship between the Village and such of its employees who are within the provisions of this Agreement, through collective negotiations, in order that more efficient, productive and progressive public service may be rendered.

ARTICLE I

RECOGNITION AND AREAS OF NEGOTIATION

Section 1.The Village hereby recognizes the Association as the exclusive representative and negotiating agent for the unit, consisting of the Superior Officer ranks of Lieutenant and Captain within the Village's Fire Force, but excluding the ranks of Chief and Deputy Chief, and excluding all firefighter within the Force.

Section 2.The Village and the Association hereby agree that the Association has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety equipment, procedures for adjustments of disputes and grievances pursuant to C.303, Laws of 1968, as amended.

ARTICLE II

CHECK-OFF

Section 1.The Village agrees to deduct bi-weekly membership dues from the pay of those employees who individually and voluntarily request in writing that such deductions be made on a form agreed upon between the Village and the Association and consistent with applicable law. The amounts to be deducted shall be certified to the Village by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Association.

Section 2.Any written designation by an employee covered by this Agreement to terminate dues deductions must be received in writing by the Village and the Association, and filing of a notice of withdrawal shall be effective to halt deductions as of the January 1st or July 1st next succeeding the date on which such notice of withdrawal is filed.

Section 3.The Association agrees to indemnify and hold the Village harmless from any causes of action, claims, loss or damages incurred as a result of this Article.

ARTICLE III

AGENCY SHOP

Section 1. Upon the request of the Association, the Village shall deduct a representation fee from the wages of each Employee who is not a member of the Association.

Section 2. These deductions shall commence thirty (30) days after the beginning of employment in the unit, or ten (10) days after re-entry into employment in the unit.

Section 3. The amount of said representation fee shall be certified to the Village, by the Association, which amount shall not exceed eighty-five (85%) percent of the regular membership dues, fees and assessments charged by the Association to its own members.

Section 4. The Association agrees to indemnify and hold the Village harmless against any liability, cause of action or claims of loss, whatsoever, arising as a result of said deductions.

Section 5. The Village shall remit the amounts deducted to the Association in the same manner as used to remit the dues of Association members.

Section 6. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Association shall be available to all Employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system, or if membership is not so available, the Village shall immediately cease making deductions.

Section 7.At any time when the Association increases in writing its dues and it shall notify the Village of said increase and the concomitant increase in the representation fee. The Village shall commence deducting, pursuant to the terms of this Article, the increased representation fee no later than the second payroll period after notice of said increase when feasible.

ARTICLE IV

ASSOCIATION NEGOTIATIONS COMMITTEE-
ITS RIGHTS AND DUTIES

Section 1. There shall be not more than three (3) members of the Association Negotiating Committee provided that no more than one Officer from the same tour shall attend the negotiations. These members shall be granted leave from duty with full pay for all meetings between the Village and the Association for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which such members are scheduled to be on duty and upon 48 hours notice to the Chief of the Force, provided the conduct of said business shall not diminish the effectiveness of the Fire Force or require the recall of off-duty officers to bring the Force to its proper effectiveness.

Section 2. The President of the Association or designee shall be granted time off, without loss of pay to attend in official capacity as representative of the South Orange Fire Force, funerals held in New Jersey for fire officers who have given their lives in the line of duty. The President of the Association or designee shall be allowed to attend funerals outside the State of New Jersey for fire officers who have given their lives in the line of duty, but they must first obtain permission from the Fire Chief.

Section 3. The Village shall permit members of the Association grievance committee to conduct the business of the

committee, i.e., conferring with employees and the Village on specific grievances in accordance with the grievance procedures set forth herein during duty hours of the members without loss of pay. It is understood and agreed that the conduct of such business shall not diminish the effectiveness of the Fire Force or require the recall of off duty fire officers to bring the Force to its proper effectiveness.

Section 4. Conducting FMBA Business. The FMBA President and Delegate shall be entitled to a minimum of one (1) day per month off, with pay, to conduct FMBA business. If scheduling does not permit the day to be taken when Union business is to be conducted, the President and Delegate shall be entitled to one (1) day of compensatory time off to be taken within ninety (90) days of the date of their attendance or participation in conducting union business.

ARTICLE V

MANPOWER

Section 1.When an employee is serving in an acting or provisional capacity of higher rank or filling a promotional vacancy pending appointment by the Board of Trustees, he will be paid at the lowest step of that rank so long as the employee continues to serve in that particular capacity.

If the employee who is working in the aforementioned capacity receives the promotion to the higher rank, then his/her time served in that capacity shall count as time towards his/her permanent appointment.

Under no other circumstances will additional compensation be paid for acting capacity.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 1. The normal work schedule of Officers covered under this Agreement shall be a twenty-four (24) hour tour of duty which, at all times, will start at 8:00 A.M. on a given day and end at 8:00 A.M. on the following day. This tour of duty shall be followed by seventy-two (72) hours off, all of which comports with a work week which averages not more than forty-two (42) hours per week computed over an eight (8) week cycle. The foregoing is the normal work schedule provided, however, it shall not be deemed to abridge, alter or affect the right of management to transfer and assign employees either temporarily or permanently. Such transfers shall not be arbitrarily made, shall be reasonable as to frequency, and where such transfers are effected to eliminate payment of overtime, the employee affected shall be given one and one-half (1 1/2) days compensatory time for each such transfer at a time that manpower is available and such compensatory time shall be taken within the next twelve (12) months following the transfer or it shall be waived.

The parties agree that in special training the Village may reassign an officer to a forty (40) hour work week. This clause shall not apply in the case of on the job training. On the job training is defined as training provided by members of the force.

Section 2. Whenever an employee works in excess of his/her regularly assigned work week or work schedule, as provided for in Section 1 of Article VI, he/she shall be paid for such overtime

work at a rate equal to one and one-half (1-1/2) times his/her straight time hourly rate subject to the following:

An employee who is called in for overtime will be guaranteed a minimum of four (4) hours pay at the rate of time and one half. Employees will be released from overtime duty by the Chief or his/her designated representative.

Overtime will be worked in increments of ten (10) hours if a person is needed between the hours of 8:00 A.M. and 6:00 P.M. and fourteen (14) hours if a person is needed between the hours of 6:00 P.M. and 8:00 A.M.

Employees who are held over for more than fifteen (15) minutes beyond the change of shifts at 8:00 A.M. or 6:00 P.M. shall be paid at the then current rate of overtime pay for the amount of time actually worked, less the first fifteen (15) minutes of overtime. All overtime must be authorized. ~~and shall be performed by an employee of the same rank or classification as the employee replaced on the tour in the firehouse. If no such employee is available,~~ The Chief shall assign the overtime in accordance with his/her discretion and consistent with the needs of the Force.

An employee may opt to receive compensatory time in lieu of overtime pay. The granting of this compensatory time shall require that it shall not cause, in its use, any additional overtime and shall be subject to the approval of the Chief or in the Chief's absence, his/her designee, which approval shall not be unreasonably withheld.

The employees' regular hourly rate for the purposes of computing overtime shall include the employees' longevity pay and any stipend that may apply to the employee.

The foregoing is without prejudice to the Village's contention that it has the managerial right and prerogative to change the work schedule. The FMBA challenges and disagrees with this contention as reflected in the settlement agreement signed March 10, 1992 and in the disputed cases.

ARTICLE VII

VACATIONS FOR OFFICERS

Section 1. Vacations shall be granted with pay in accordance with the following scale based on the annual salary rates:

<u>PERIOD OF SERVICE</u>	<u>VACATION PERIOD EXPRESSED IN DAYS/HOURS</u>
Employees who have not completed one (1) year of service	24 hours of vacation for each two months of continuous service from date of appointment
Employees with one complete year by Dec. 31st to in 4th year	7.5 days
Employees in their 5th year to in 9th year	9.5 days
Employees in their 10th year to in 14th year	10.5 days
Employees in their 15th year to in 19th year	11 days
Employees in their 20th year and beyond	11.5 days

Section 2. Notwithstanding the above vacation schedule, all firefighters hired after March 10, 1992 who are subsequently promoted to any superior officer rank shall receive the following vacation schedule:

<u>YEARS OF SERVICE</u>	<u>VACATION ALLOWANCE</u>
0-1 years of service	8 hours per month plus 8 hours for each 6 months
1-3 years of service	144 hours
4-5 years of service	168 hours
6-10 years of service	190 hours
11-15 years of service	216 hours
16-20 years of service	236 hours
21 + years of service	252 hours

Section 3. There shall be one additional vacation day commencing January 1, 2004 which vacation day shall be in lieu of an additional holiday which holiday is the day after Thanksgiving. The vacation day shall consist of either the ten hour day shift or the fourteen hour night shift.

Section 43. Officers will be allowed to take one-half (1/2) of their vacation as split days of either 8:00 A.M. to 6:00 P.M. or 6:00 P.M. to 8:00 A.M. increments.

Section 54. The vacation period for each calendar year shall be the first day of January to the thirty-first day of December. Officers shall receive their regularly scheduled three days off prior to the start of their vacation. If the services of an officer are terminated by reason of discharge for cause, voluntary quit, or death during the calendar year, the vacation entitlement of such employee shall be prorated from January 1st to his/her date of separation, and any unearned vacation which has been paid to such Officer shall be deducted from his/her final pay

check. Any earned vacation under the foregoing circumstances which is not taken shall be paid in accordance with the prorated schedule set forth above.

Section 65. Two Firefighters or one Firefighter and one Officer from each tour will be allowed on vacation at any one time. Vacations will be selected by seniority starting with the Shift Commander (Captain) of the tour, then the Company Commander (Lieutenant), then the senior Firefighter and so forth. Vacation lists for the following year will be posted by the first of December of the preceding year so that vacations may be selected in accordance with the procedure set forth on Exhibit "A" attached hereto.

Section 76. Anything in Section 5 to the contrary notwithstanding, it is agreed that three people now on the same full tour may be on vacation at the same time if the situation arises because of a transfer made within the force. Such vacations will be allowed even though to do so may create a situation where overtime service is required.

ARTICLE VIII

VACATION SCHEDULING

Section 1.The vacation period for each calendar year shall be the first day of January to the 31st of December, and employees shall receive their regularly scheduled three days off where applicable prior to the start of their vacation.

Section 2.Vacation lists will be posted by the first of December of the preceding year.

Section 3.From December 1 of the preceding vacation year until February 1, all employees will sign for at least one pick, and vacations will be picked by seniority in accordance with the provisions of Article VII of the Agreement between the parties.

Section 4.From February 1 until March 15, all employees will sign for at least one additional vacation pick, with vacations again to be picked by seniority in accordance with the provisions of Article VII.

Section 5.From March 15 until May 15, all employees will sign for whatever vacation entitlement that remains due to them, with these final vacation picks again to be by seniority in accordance with Article VII of the Agreement.

Section 6.Single day vacation picks will be limited to a maximum of seven picks per employee.

Section 7.Employees may change their tour picks to open areas (meaning that any such changes will not create an overtime situation) with a fourteen day request for such change in writing to the Chief or Deputy Chief. If a written request is made less

than fourteen days in advance and the change causes no hardship to the Force, such requests will not be unreasonably denied.

Section 8. Employees may change one day picks to open areas (meaning that any such changes will not create an overtime situation) with a seven day written request in advance to the Chief or Deputy Chief. If the written request for change of a one day pick is given less than seven days in advance and the change causes no hardship to the Force, such request will not be unreasonably denied.

Section 9. At all times, tour picks will supersede one day picks.

Section 10. Vacation picks out of prime time will not be charged as an employee's first pick.

ARTICLE IX

HOLIDAYS

Section 1. There shall be thirteen (13) recognized holidays paid at nine (9) hours straight time under this Agreement.

Section 2. It is recognized by both parties that Officers of the Fire Force may not, by reason of departmental business, enjoy the aforesaid holidays by working on those dates. Therefore, in lieu of the holiday itself, such Officer shall receive compensation. In the event any of the aforesaid allowed paid holidays falls on a non-duty day, said holiday shall be deemed to have fallen on a regular working day.

Section 3. Effective January 1, 2000 the holiday pay for all employees shall be computed and paid as an additional portion of the employees' base pay and shall be considered part of the employees base pay for pension purposes.

ARTICLE X

MISCELLANEOUS

Section 1. Leave of Absence. No Officer of the Fire Force shall be absent from duty without first making written application for leave of absence, stating in detail the cause and duration of such absence and presenting the same to the Chief and obtaining his/her approval. Requests for leaves over three days shall also be approved by the Village Administrator. Violation of this rule will be deemed absence without leave and subject the offender to loss of pay during absence and charges.

Section 2. Health Benefits. All Officers of the Fire Force covered by this Agreement and eligible members of their families shall be entitled to full coverage of Blue Cross-Blue Shield, Rider J, and Major Medical Insurance as provided for in the State Health Plan.

The Village shall also supply a Dental Insurance Plan which provides both preventive and diagnostic services, as well as orthodontic benefits. It is understood and agreed that said Dental Service Plan is one which provides for co-payment of certain items by the Officers, all as set forth in a complete description of said Plan which has been delivered to the Officers of the Fire Force prior to the signing of this Contract.

It is understood and agreed that the Village reserves the right, with regard to any of the hospital, medical or dental insurance described hereunder, to supply comparable insurance in lieu of the coverage set forth herein. While the premiums for the

insurance policies which supply these benefits shall be paid by the Village, it is understood that the obligation of the Village does not include the obligation to pay that portion of the dental program which is the responsibility of the participating Officer or his/her family.

Section 3.No Discrimination. The parties agree there shall be no discrimination with regard to hiring, promotion, job assignment or other conditions of employment because of race, age, sex, creed, color, national origin or Association activities.

Section 4.Personal Records. Every officer shall be allowed to examine, upon request, his/her entire personnel file including confidential information.

Section 5. Asbestos Exposure Issues. The Township agrees to comply with the worker's compensation statutes with respect to the asbestos exposure issues.

Section 5. Fire Fighting and Related Duties. No Officer of the Fire Force shall be assigned to perform any duty which is unrelated to fire fighting, fire prevention, emergency services, care and maintenance of fire fighting equipment and all other fire related duties. No officer shall be ordered to perform plumbing, glazing, plastering, carpentry, wall washing, furniture repair or refinishing or painting, except painting of apparatus floors when necessary. Mechanical work on Fire Force vehicles beyond first echelon maintenance shall be considered non-fire fighting activity. Existing house routines, such as window washing, grass cutting, floor sweeping and waxing and general housekeeping shall continue to be performed as has existed in the past. Persons may voluntarily perform non-fire fighting duties with consent and approval of Chief or his/her representatives.

Section 6. Death of Fire Officer. In the event of death, the Fire Officer's estate shall receive pro-rated to the date of his/her death the following items: earned salary; holiday pay; unutilized vacation time; unpaid clothing allowance; and any other monetary benefits pro-rated as of the date of death.

Section 7. Special Estate Benefits-Line of Duty Death. All hospitalization and major medical insurance coverage shall be continued for widows and dependents of Fire Officers killed in the line of duty as defined by the New Jersey State Pension Board. Upon remarriage, the widow shall no longer be entitled to such coverage. Upon reaching the age of majority or upon adoption by the stepfather if the widow remarries, dependents shall no longer

be entitled to such coverage. The Village shall have the right to periodically request proof of the fact that the widow has not, in fact, remarried.

ARTICLE XI

WAGES

Section 1. The parties recognize the need for continued high quality service to the community, and the parties agree to cooperate with each other to provide this service. The Association and each Fire Officer will maintain and wherever reasonably possible increase their level of productivity and thereby continue to improve services to the community as defined in Article IX, Section 5; and the Village agrees to cooperate with the Union to accomplish this objective. In recognition of this pledge of continued high service and improved productivity, the Village agrees to improve the salaries for all Officers covered by this Agreement. Accordingly, the annual basic wage for employees currently employed by the Village for each of the classifications are as follows:

			<u>1/1/01</u>	<u>1/1/02</u>	<u>1/1/03</u>
	<u>1/1/04</u>	<u>10/1/04</u>	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>
<u>LIEUTENANT</u>					
First year	63,477		65,698	68,326	71,059
<u>Step 1</u>	<u>72,483</u>	<u>73,932</u>	<u>76,982</u>	<u>80,157</u>	<u>83,534</u>
Second year	67,136		69,486	72,266	75,156
<u>Step 2</u>	<u>76,861</u>	<u>78,195</u>	<u>81,420</u>	<u>84,779</u>	<u>88,332</u>

	<u>1/1/00</u>		<u>1/1/01</u>	<u>1/1/02</u>	<u>1/1/03</u>
	<u>1/1/04</u>	<u>10/1/04</u>	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>
<u>CAPTAIN</u>					
<u>First year</u>	71,767		74,279	77,250	80,340
<u>Step 1</u>	81,949	83,588	87,036	90,626	94,478
<u>Second year</u>	75,894		78,551	81,693	84,961
<u>Step 2</u>	86,662	88,395	92,041	95,838	99,911
<u>Executive Officer</u>	93,821	95,698	99,645	103,756	108,165

The Village recognizes that the wages paid in the South Orange Fire Force are to indicate a minimum differential between the basic wage paid to a firefighter 1st Grade and a second year Officer as follows: 15% for Lieutenants and 30% for Captains. The annual basic wages as stated above preserve and contain the differential referred to.

Effective January 1, 2000, each member of the unit will receive 5% of their base salary for each pay period for performing fire inspections of any type. Additionally, each member of the unit agrees to maintain his/her Fire Inspection Certification.

Payment shall be based prorata on the employee's Fire Inspector's Certification date and fire inspection assignment date.

Coordination of the fire inspections shall be assigned at the discretion of the Fire Chief or his/her designee at no additional compensation time.

Section 2. Any person employed in the capacity or the rank of Lieutenant or Captain or who shall receive appointment after final adoption of this Agreement shall be paid during the first year of such employment at the minimum salary range provided for his/her respective position as set forth in this Agreement and thereafter shall receive the annual increment as provided for in this Agreement upon satisfactory completion of a year of service to place him/her at the maximum rate for his/her classification.

Section 3. Fringe Benefits. If, during the term of this Agreement, the Village gives additional or greater fringe benefits to any group, association or union with which the Village has a written collective agreement covering employees of the Village, the Association shall have the right to reopen negotiations with the Village as to those additional or greater fringe benefits only.

Section 4. Terminal Leave. Employees covered by this Agreement shall be entitled to terminal leave of thirty (30) days upon retirement in accordance with the provisions of the terminal leave policy presently in effect in South Orange.

ARTICLE XII

LONGEVITY

All Officers of the Fire Force employed prior to January 1, 1992 covered by this Agreement shall be entitled to and paid longevity pay in addition to his/her salary, computed as follows:

<u>YEARS COMPLETED</u>	<u>PERCENTAGE OF BASE SALARY</u>
Upon completion of five years	2% of base salary
Upon completion of ten years	4% of base salary
Upon completion of fifteen years	6% of base salary
Upon completion of twenty years	8% of base salary
Upon completion of twenty-five years	10% of base salary

Notwithstanding the above, the parties agree that one year shall be added to each step for new firefighters hired after January 1, 1992 who are subsequently promoted to any superior officer rank. There shall be no cap on longevity for new hires. The longevity schedule for new hires is as follows:

<u>YEARS COMPLETED</u>	<u>PERCENTAGE OF BASE SALARY</u>
Upon completion of six years	2% of base salary
Upon completion of eleven years	4% of base salary
Upon completion of sixteen years	6% of base salary
Upon completion of twenty one years	8% of base salary
Upon completion of twenty six years	10% of base salary

Effective January 1, 2000, the annual longevity increment shall be paid on a bi-weekly basis in addition to the employees' salary and shall be considered as part of the employees' base pay for pension

purposes. In calendar years during which wan anniversary occurs, bi-weekly longevity payments shall be computed at the higher increment. For the entire calendar year, there shall be no additional prorata payments.

In computing overtime pay which may become due to a Fire Officer, longevity shall be included in the computation of the employee's hourly rate for the purposes of overtime.

ARTICLE XIII

EXCHANGE OF SHIFT

The Employer shall permit an exchange of shifts between Captain and Lieutenant where another Captain or Lieutenant, as the case may be, is not available. The employee filling the slot on such exchange shall, insofar as the duties to be performed, stand in the shoes of the person he is replacing temporarily. Such exchanges shall be limited to seven (7) days total per year per Officer and shall not violate the provisions of law which will or may become applicable to this Force. Exchanges can be either the 8:00 A.M. to 6:00 P.M. day shift, or the 6:00 P.M. to 8:00 A.M. night shift, or the full twenty-four (24) hour shift. The Chief shall be notified at least one (1) day in advance of any such exchange of shift and such exchanges shall not result in any additional cost to the Village. In addition, employees within the same rank shall be permitted, with notice to the Chief at least one (1) day in advance and with approval by the Chief, which approval shall not be unreasonably withheld, to exchange shifts provided there is no additional cost to the Village. It is still further agreed that exchanges of shifts permitted hereunder shall not result in an employee working two or more consecutive shifts.

ARTICLE XIV

MUTUAL EXCHANGE OF SHIFT AND VACATION SELECTIONS

The Chief will reserve the right to approve or disapprove the mutual exchanges of shift or vacation selections. The parties further agree that requests for mutual exchanges of shifts or vacation selections will, in all cases, be made during the day (when the Chief is, himself/herself, on duty), unless there exist unforeseen circumstances. Should unforeseen circumstances exist where a request for mutual exchange of shifts be made outside of daytime hours, the request shall be to the Chief or his/her designee on the premises. All other practices with respect to mutual exchanges of shifts and vacation selections shall remain intact.

ARTICLE XV

CLOTHING ALLOWANCES

Section 1. Officers of the Fire Force covered by this Agreement shall receive a clothing allowance of \$350.00 per year in years 2000 and 2001; \$450.00 in 2002; and \$550.00 in 2003. The Officers shall provide their own replacement of clothing and equipment presently issued by the Village when they become worn out or needed. The Village will continue to provide replacement goggles and gloves for those which become lost or destroyed in the normal course of performing force business. All clothing purchased by said Officers shall conform to the current uniform policy of the force and the present policy of proper dress of the Officers shall continue pursuant to the rules and regulations of the force.

Section 2. A cleaning and maintenance allowance shall be granted to each Officer covered by this Agreement in the amount of \$275.00 per year for 2000 and \$300.00 per year thereafter.

Section 3. Both the clothing and maintenance allowances set forth above shall be payable on the first pay day in April. Any officer who resigns or is discharged for cause shall only be entitled to the pro rata equivalent of the clothing and maintenance allowance based upon his/her length of work from January 1st of the calendar year in which his/her separation from employment with the Village for the above reasons occurs.

ARTICLE XVI

MANAGEMENT RIGHTS

It is understood and agreed that the Village possesses the sole and exclusive right to conduct the Village's business, to manage and direct the affairs of the Fire Force, to fulfill its lawful obligations and that all management rights repose in it.

It is further agreed and understood that all rights of management are retained by the Village unless otherwise specifically restricted by this Agreement. This right shall include, but shall not be limited to, the right to:

- (a) Direct, supervise and otherwise manage the employees, to maximize efficiency and to take all reasonable steps to improve productivity of the Force;
- (b) Hire, promote, transfer and assign;
- (c) Suspend, demote, discharge, or take other disciplinary action for good and just cause.

ARTICLE XVII

RULES AND REGULATIONS

The present rules and regulations in connection with the operation of the Fire Force and maintenance of discipline will remain in effect subject to future change. The Village may establish and enforce reasonable and just rules and regulations in connection with its operation of the Fire Force and maintenance of discipline.

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

In the event that an Officer or Officers shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of a superior, the Village shall have the right at its option, to suspend or discharge the offending Officer or Officers, subject only to the right of the Officer or Officers to have the suspension or discharge treated as a grievance. This shall not operate as a stay of suspension or discharge.

ARTICLE XVIII
RESPONSIBILITIES OF PARTIES
TO THIS AGREEMENT

Section 1. It is recognized that the need for continued and uninterrupted operation of the Village's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievance arising out of this Agreement, parties hereto agree that there will not be and that the Association, its officers, members, agents, or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, mass resignations, mass absenteeism, picketing, demonstrations, or other similar action which would involve suspension of or interference with normal work performance. The Village agrees not to lock out any employees covered by this Agreement.

Section 2. The Village shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown, picketing, demonstration, or other such interference.

ARTICLE XIX

GRIEVANCE PROCEDURE

Section 1. A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment. In order to provide for the expedition of mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

Section 2. Complaints may be initiated by an individual Officer to the Chief or his/her designated representative. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized Association representative. All grievances shall be raised promptly and failure to raise a grievance within fifteen (15) days of the occurrence giving rise to the grievance shall constitute an abandonment of said grievance unless the parties mutually agree to extend the time limits set forth herein.

Section 3. When the Association wishes to present a grievance for itself or for an employee or group of employees for settlement such grievance shall be presented as follows:

STEP 1 - The President of the Association or his/her duly authorized and designated representative shall present and discuss the grievance in writing with the Fire Chief or his/her duly designated representative. The Fire Chief shall answer the grievance in writing within forty-eight (48) hours from the time it is presented to him/her.

STEP 2 - If the grievance is not resolved at Step 1 above or if no answer has been received by the Association within the time set forth in Step 1, then the Association shall, if it wishes, refer the grievance to the Village Administrator or his/her designee. Such reference shall be made within seven (7) days from the receipt of the result or the failure to receive a response under Step 1. If no grievance is forwarded within said time period, then the grievance shall be deemed to have been abandoned.

The Village Administrator or his/her designee shall either answer the grievance in writing within twenty-one days after receipt of the grievance setting forth the position of the Township or, at the option of the Administrator, shall convene a hearing to hear the details of the grievance and to have evidence presented to him/her. The Administrator shall schedule such hearing within fourteen (14) days of the date when the grievance is referred to him/her and if a hearing is held, shall render his/her opinion within seven (7) days after the holding of said hearing.

STEP 3 - If the grievance is not resolved at Step 2, then the Association may refer the grievance to the Board of Trustees of the Township of South Orange Village for determination. The Association shall refer the matter to the Board of Trustees within seven (7) days after receipt of the response of the Village Administrator under Step 2. The Board of Trustees shall answer the grievance, in writing, within fifteen (15) days of the date of the receipt of the grievance. The answer shall set forth the position of the Village.

STEP 4 - If the grievance is not settled to the satisfaction of the Association, it may, within thirty (30) days after receiving the answer of the Board of Trustees, submit the grievance to arbitration as hereinafter set forth. It is understood and agreed however, that if the aggrieved employee elects to pursue Civil Service procedures pursuant to the Statutes of the State of New Jersey, then no arbitration proceedings may be held and arbitration shall have been deemed to have been waived pursuant to the provisions of the Civil Service Law, and the rules and regulations and procedures established thereunder. If arbitration is the route to be followed, then the employee will be deemed to have waived the rights granted under the Civil Service procedures.

Section 4. The Village may initiate a grievance procedure by filing such claim directly with the Association. Within ten (10) days after filing of such claim or such further date as the parties may agree to, a meeting shall be held between the representatives of the Village and the Association. At such meeting the parties shall make an earnest effort to adjust the difference between the parties. In the event no such adjustment has been made, the Village may, if it wishes, file for arbitration in accordance with the provisions of the next Article.

ARTICLE XX

ARBITRATION

Section 1. If a grievance is not settled under Article XVIII, such grievance shall, at the request of the Association or the Village, be referred to the State Board of Mediation or the Public Employment Relations Commission for the selection of an arbitrator according to its rules.

Section 2. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

Section 3. All submissions to arbitration must be made within thirty (30) days following the answer of the Board of Trustees if filed by the Association and within thirty (30) days following the meeting described in Section 4 of Article XVIII if filed by the Village.

Section 4. The arbitrator appointed under the above procedure shall interpret the provisions of this Agreement, but shall have no power to enlarge upon or reduce the obligations of the parties under this Agreement.

ARTICLE XXI

SENIORITY

Seniority is defined to mean the uninterrupted length of accumulated service of each Officer in his/her rank computed from the last date of appointment to his/her present rank. An Officer's length of service shall not be reduced by the time lost due to sickness or authorized leave of absence.

ARTICLE XXII

SAVINGS CLAUSE

Section 1. It is understood and agreed that if any provision of this Agreement or the application of the Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2. If any such provisions are so invalid, the Village and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXIII

SICK LEAVE

Section 1. Each Officer shall be granted one and one-quarter (1-1/4) sick days per month for a total of fifteen (15) working days per year up to date of retirement. An Officer who is out for an entire twenty-four (24) hour shift will have two (2) sick days charged against him/her. An Officer who reports in for duty at 8:00 A.M. and subsequently reports off sick during his/her tour and misses more than twelve (12) hours of tour will have one (1) sick day charged against him/her. An Officer who reports at 8:00 A.M. and subsequently reports back to duty at 6:00 P.M. of that same tour, even though he will have worked more than twelve (12) hours of said tour, will be charged one (1) sick day. Sick time shall be accumulated and each Officer shall be paid at the time of retirement for one-half of the total amount of sick days accrued, but not used, from the date of employment to date of retirement. In no event shall the Village be required to pay in excess of \$15,000.00. Each day paid for will be paid at a rate which shall be determined by dividing the annual salary at the time of retirement by 260.

Section 2. Any member of the Force who reports in for duty and subsequently reports off duty due to illness after working one half the total number of hours of that shift will not lose any sick time.

Section 3. Members who are injured while in the performance of their duty or who sustain an illness directly related to the

fire occupation shall not have time deducted from accumulated sick time in accordance with Section 1.

Section 4. Each member upon retirement shall have the option to designate payment of sick time on the day of retirement or during the first full year of retirement.

Section 5. The heirs, assignee, or designee of a member whose employment is terminated by death and while in good standing shall receive the payment as set forth in Section 1.

Section 6. During the month of January of each calendar year, the employer shall furnish written notification to each Officer and the Association as to the amount of accumulated sick leave credited to each firefighter as of December 31st of the preceding calendar year.

Section 7. At all times employees will notify the Force at least one half hour before the scheduled reporting time that they are unable to work.

An employee will not be required to provide a sick note until he is out two (2) consecutive shifts. Single 24 hour shift days illness will not cause an employee to provide a note until his/her total number of sick days is more than four (4). After this point a note will be required for each subsequent day of illness.

The Village reserves the right to have a physician of its own choice examine the employee to determine whether or not he is fit for duty.

The first doctors visit for each illness will be paid for by the Village when a note is required.

Section 8. A member's bank will be established by receiving fifteen (15) sick days for each year of service, minus sick days already taken.

Section 9. A member may be permitted to use all of his/her sick time if needed, subject to the provision of Section 7 of this Article.

Section 10. In the event that an employee has used up all accumulated sick leave, an application may be made to the Board of Trustees of the Village for special consideration due to mitigating circumstances and, if the Board of Trustees finds sufficient reason present, they in their sole discretion may direct that the employee shall continue to be paid.

Section 11. Members who receive leaves of absence as provided under Article XIII of the Rules and Regulations of the Fire Force shall not have such time deducted from any accumulated sick time.

ARTICLE XXIV

DEATH IN FAMILY

For the death of a member of their immediate family, leave with pay commencing with the date of death shall run for a period of four (4) calendar days, or to the date of internment or date of cremation, whichever is later provided, however, that it shall not extend beyond four (4) working days. Immediate family shall include spouse, children, parents of employee or spouse, grandparents, brothers, sisters, and domestic partners. In the event of the death of the grandparents, brothers or sisters of the employee's spouse, the employee shall be granted up to two (2) calendar days leave with pay commencing with the day of death of the identified persons.

ARTICLE XXV

DURATION AND CONTINGENCIES

Section 1. This Agreement shall become effective as of January 1, 2004~~0~~, and shall terminate on December 31, 2003~~7~~.

Section 2. If neither party serves written notice of desire or intention to terminate, amend, or modify this Agreement at least 120 days prior to expiration of this Agreement, then the duration of this Agreement shall continue for one additional year.

Section 3. The provisions of this Agreement requiring payment of any sum of money are subject to approval by the Board of Trustees by ordinance. This Agreement is further subject to appropriations being available for any of the purposes hereinabove mentioned, and if not available the Village agrees to exert its bona fide and lawful efforts to obtain such appropriations. This Agreement is also subject to the provisions of any state law and Civil Service rules and regulations which shall prevail.

Section 4. This agreement is subject to the provisions of the Statutes of the State of New Jersey and the rules and regulations of the New Jersey Department of Civil Service which shall prevail.

ARTICLE XXVI

EXECUTIVE OFFICER

The Village, through the Chief of the Fire Department, may assign an employee represented by the Association in the rank of Captain to the position of Executive Officer to perform those duties now specified by the Chief of the Fire Department and thereafter as agreed upon between the parties. The schedule of such Executive Officer shall be 9 a.m. to 5 p.m., Monday to Friday, or as directed by the Chief of the Department. Such Executive Officer shall receive compensation for 2005 in the amount of \$99,645. This payment shall commence on the date of such assignment and as to the current Executive Officer shall, therefore, be retroactive to that assignment date. All other payments and benefits for the Executive Officer shall remain the same. Vacation days shall be based upon eight (8) hours.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this ____ day of _____, 2003.

ATTEST:

TOWNSHIP OF SOUTH ORANGE VILLAGE

By: _____

ATTEST:

SOUTH ORANGE FIRE FORCE
SUPERIOR OFFICERS ASSOCIATION

By: _____

Dated: _____