

COPY

AGREEMENT

Between the

TOWNSHIP OF WEST ORANGE

and

LOCAL UNION 28

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

(F.M.B.A.)

January 1, 2002 through December 31, 2005

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ARTICLES OF AGREEMENT

This AGREEMENT made as of the 12th day of December, 2002, between the TOWNSHIP OF WEST ORANGE, a municipality in the County of Essex, State of New Jersey, hereinafter referred to as the "TOWNSHIP", and LOCAL UNION 28, FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, or its successor in interest, hereinafter referred to as the "UNION". (The term "member" as used herein, refers to all employees in the unit represented by the "UNION").

WHEREAS, the terms and conditions of employment, wages, fringe benefits, grievance and arbitration procedures, and other provisions pertaining to working conditions of employees within the jurisdiction of the UNION are hereby embodied within the four corners of this Collective Bargaining Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and the receipt of other good and valuable consideration the receipt of which is hereby mutually acknowledged, it is hereby mutually agreed, bargained, covenanted, and promised as follows:

ARTICLE 1 - RECOGNITION

The Township recognizes the union as the sole and exclusive representative and agent of all paid employees of the Fire Department of the Township with the rank of Uniformed Fire Fighter for the purposes of bargaining with the Township with respect to wages, working conditions and hours of work.

ARTICLE 2 - MEMBERSHIP

All Uniformed Fire Fighters may maintain membership in the Union. However, such membership in the Union shall in no way be construed so as to be a condition of employment.

ARTICLE 3 - CHECK-OFF

Upon the written authorization by an employee and approval by the Union President, the Township agrees to deduct from the salary of each such employee covered by the terms of this Agreement the sum certified as initiation fees, assessments and, each pay period, union dues, and deliver the sum to the Union Treasurer, who shall upon said delivery of union dues forthwith issue a receipt for said union dues to the Township of West orange or any of it's authorized agents or employees. The Township shall at all times be saved harmless for any union dues that cannot be deducted from an employee's wages by virtue of his income not being large enough to satisfy and pay such dues.

ARTICLE 4 -REPRESENTATION FEE AND AGENCY SHOP

A. The TOWNSHIP agrees that all West Orange Fire Fighters will be covered under this clause allowing the UNION to establish an Agency Shop in accordance with the Laws of the State of New Jersey. The President of the UNION will notify the TOWNSHIP in writing of any Fire Fighters who are not members of the UNION and the TOWNSHIP agrees to withhold a services fee from their pay not to exceed 85% of the current Union dues and to remit said services fee to the UNION.

The UNION agrees to accept full responsibility for this clause and agrees to hold the TOWNSHIP blameless in any litigation.

B. A representation fee shall be paid as follows:

1. Amount of Fee: If an employee in the bargaining unit is not a member of the UNION during the term of this agreement and during the period, if any, between successive agreements, such employee shall be required to pay a representation fee to the UNION during such term or period. The purpose of the representation fee is to provide for payment to the UNION of a fee in lieu of dues for services rendered by the UNION, and thereby to offset the cost of services rendered by the UNION as a majority representative. In order to adequately offset the cost of services rendered by the UNION, the representation fee shall be 85% of the amount of the regular membership dues, or such lesser amount as the UNION shall determine, initiation fees and assessments charged by the UNION to it's own members. The foregoing 85% is set forth solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be changed to the maximum allowed.

2. Notice: The UNION shall be entitled to an up to date list of all employees in the unit. The UNION shall submit to the employer a list of those employees in the unit who are not members of the UNION. The employer shall deduct from the salary of such employee in accordance with "C" below, the full amount of the representation fee and shall transmit promptly the amount so deducted to the UNION. The UNION shall notify the employer in writing of any changes in the list and/or the amount of the representation fee, and such changes shall be reflected in any deduction.

3. Payroll Deduction Schedule: The employer shall deduct a representation fee in equal installments as nearly as possible, from the pay checks paid to each employee on the aforesaid list during the membership period fixed by the UNION. The deduction will begin with the first pay check paid ten days after the receipt of the aforesaid list by the employer or thirty days after an employee begins his or her employment in the bargaining unit position, unless the employee previously served in the bargaining unit position and continued in the employ of the employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first pay check paid ten days after the resumption of the employee's employment in a bargaining unit position, whichever is later. Except as otherwise provided herein, the mechanics for the deduction of representative fees and the transmission of such fees to the UNION will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues paid to the UNION by payroll deduction.

4. The purpose of this Article is to provide for payment of representation fees as set forth in Chapter 477 P.L. 1979 of New Jersey or any amendments thereto, and anything

herein which may be inconsistent with said law shall be deemed to be changed to conform to said law.

ARTICLE 5 - PROBATION PERIOD

All new employees shall serve a probationary period of one (1) year. All employees who have worked one (1) year shall be known as permanent employees, and the probationary period shall be considered part of their seniority time subject, however, to any of the statutes and rules pertaining to Title 11 of the Laws of the State of New Jersey as amended and supplemented, and should there be any conflict between the provisions in N.J.S.A. Title 11, Title 4 of the New Jersey Administrative Code, and the provisions of the within agreement, the statutes or Administrative Code hereinabove referred to shall prevail.

ARTICLE 6 - SENIORITY LIST

The Fire Department shall establish a Seniority List and it shall be brought up to date on January 1st of each year and immediately posted hereafter on the Central Fire Station and Substation bulletin boards, and a copy of same shall be mailed to the Secretary of the UNION. Any objections to the Seniority List as posted shall be reported to the Fire Department, subject, however, to the provisions of N.J.S.A. 40A: 14-25 encaptioned "Decrease of Fire Force for reasons of Economy".

In the event the TOWNSHIP for reasons of economy and/or efficiency, decreases the number of employees of the Fire Department, said reduction and or replacement subsequent to said reduction shall be accomplished by seniority pursuant to provisions of N.J.S.A. Title 11 (Civil Service) and or Title 4 of the New Jersey Administrative Code and the Revised General Ordinances of the Township of West Orange, 1972, as amended and supplemented.

ARTICLE 7 - VACANCIES - PROMOTIONS

The rules and regulations governing Civil Service, N.J.S.A. Title 11 shall govern concerning any vacancies, promotions, or disqualifications, and a list for entrance to Captain will be maintained at all times.

All appointments and promotions shall be made pursuant to the provisions of N.J.S.A. Title 11 and/or provisions of Title 4 of the New Jersey Administrative Code and as soon as practicable and fiscally feasible.

ARTICLE 8 - STRIKE CLAUSE

The UNION agrees that there shall be no strike.

ARTICLE 9 - SALARIES

A. Effective January 1, 2002 the wages and increment steps for the members of the bargaining unit shall be as follows:

	<u>Minimum</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Maximum</u>
1-1-02	34,597	38,478	42,360	46,241	50,123	54,004	59,044
7-1-02	34,597	38,478	42,360	46,241	50,123	54,004	60,520
1-1-03	34,597	38,478	42,360	46,241	50,123	54,004	61,730
7-1-03	34,597	38,478	42,360	46,241	50,123	54,004	63,273
1-1-04	34,597	38,478	42,360	46,241	50,123	54,004	64,539
7-1-04	34,597	38,478	42,360	46,241	50,123	54,004	66,152
1-1-05	34,597	38,478	42,360	46,241	50,123	54,004	67,475
7-1-05	34,597	38,478	42,360	46,241	50,123	54,004	69,162

Firefighter (with EMT CERTIFICATION)

	<u>Minimum</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Maximum</u>
1-1-02	35,289	39,248	43,207	47,166	51,125	55,084	60,224
7-1-02	35,289	39,248	43,207	47,166	51,125	55,084	61,729
1-1-03	35,289	39,248	43,207	47,166	51,125	55,084	62,964
7-1-03	35,289	39,248	43,207	47,166	51,125	55,084	64,538
1-1-04	35,289	39,248	43,207	47,166	51,125	55,084	65,829
7-1-04	35,289	39,248	43,207	47,166	51,125	55,084	67,475
1-1-05	35,289	39,248	43,207	47,166	51,125	55,084	68,824
7-1-05	35,289	39,248	43,207	47,166	51,125	55,084	70,545

B. The Union agrees that effective in 1996 and thereafter, the Township has the option of changing to a bi-weekly payroll.

C. All employees covered by the terms of this agreement shall be given 13 holidays annually for which they shall receive their regular pay, same to be paid weekly in accordance with present practice.

D. A new Firefighter shall remain at Minimum for one year. At the conclusion of this one-year probationary period the Fire Fighter will advance to Step 1 and thereafter will advance to the next step every January 1st.

E. Effective in the year 2000, any firefighter possessing an EMT certification as of January 1 shall receive a 2% stipend for that year added to base salary. Firefighters possessing only EMS (First Responder) certification shall receive no stipend.

ARTICLE 10 - LONGEVITY

The longevity scale shall be as follows:

<u>Years of Service</u>	<u>5 Yrs.</u>	<u>10 Yrs.</u>	<u>15 Yrs.</u>	<u>20 Yrs.</u>	<u>24 Yrs.</u>
Percent of base salary	2 %	4 %	6 %	8 %	10%

Longevity shall be paid on the maximum step base salary on a weekly basis, as it is the current practice. Longevity changes will become effective the 1st of the month following the member's anniversary date of hire.

ARTICLE 11 - SCHOLASTIC CREDIT COMPENSATION

A. All employees covered by the terms of this agreement will be given Scholastic Credit Compensation in accordance with the following provisions, as provided for in the Revised General Ordinance 4:26.1 et seq. of the Township of West Orange.

Permanent regular members of the Fire Department, by way of further addition to the salary ranges and existing longevity plan, holiday pay, and overtime pay to which they are entitled, shall be entitled to receive, in any calendar year, the sum of \$ 100.00 for each 15 hours of credit earned in college programs as described within this subsection and in accordance with the following requirements and limitations:

1. Such additional compensation shall not exceed the sum of \$ 800.00 for 120 hours of credit earned in any one calendar year. Payment shall be made annually during the month of August, based on the number of credit hours earned as of June 30th of that calendar year. Payment shall be made only after proper certification of completion of the course is submitted to the Business Administrator. The final step shall be paid when the member earns 120 hours of credit or a bachelor's degree, whichever occurs first.

2. Members shall be currently matriculated or have completed matriculation in one of the recognized fire related college degree programs listed in paragraph 3 below. Members shall attain a grade of "C" or it's equivalent, or better in each course taken for that course to quality herein.

3. Certification shall be presented to the Business Administrator setting forth the numbers of hours of credits successfully completed or accepted toward a degree in Fire Science, Administration of Fire Safety and Security services, Fire Technology or Fire Science

Technology.

4. Permanent regular members of the Fire Department seeking payment under this program for transfer credits shall be matriculated in one of the aforementioned programs and shall have the transfer credits recognized by an institution of higher learning offering a degree in one of such courses of study.

B. The Director may grant employees covered by the terms of this agreement time off for service-connected schools at his discretion not to exceed three (3) men per tour.

ARTICLE 12 - OVERTIME

Compensation for overtime will be provided for the term of this agreement subject to the effect and application of the Federal Fair Labor Standards Act, Municipal Ordinances and resolutions adopted pursuant hereto.

If a member is required to work longer than his normal tour of duty, he shall be entitled to overtime at the rate of time and one-half his regular pay. Recall to duty for overtime is to be paid at time and one-half. Acting time, straight time, is to be based on a member's base hourly rate plus 8 %. A member on vacation will be eligible for overtime.

In construing overtime, a member must work thirty (30) minutes beyond his shift's ending before he is entitled to receive overtime compensation. Once a member has worked thirty (30) minutes he shall then be paid time and one-half for all overtime work commencing with the 31st minute on a 15-minute basis.

ARTICLE 13 - HOURS OF DUTY

A. Effective January 1, 1996, the workweek shall consist of 24 hours on duty (consisting of consecutive shifts of a 10 hour day/14 hour night) followed by 72 hours off.

B. The shift set forth in (A) above shall be in effect for a trial period of 1 year, through January 1, 1997. The only reason the Township may discontinue the workweek schedule set forth in (A) is if the total sick hours calculated as three 8 hour shifts for employees in the bargaining unit in 1996 exceed the total sick hours in a 3 year average from 1992 to 1994. In the best interest of the Department and subject to Article 32, if the Township decides to discontinue the workweek set forth in (A) in such circumstances, the Township shall revert to the schedule in (C), the schedule in effect prior to January 1, 1996. If the Township reverts to the schedule in (C), the Township shall, at the same time, increase each step of the salary guide in Article 9, January 1, 1997, by 3%.

The hours of duty, other than hours during which employees may be summoned or kept on duty because of a conflagration or major emergency shall not exceed forty-two (42) hours a week averaged over an eight (8) week cycle. The day shift, consisting of two (2) consecutive ten (10) hour days shall start at 8:00 AM and expire at 6:00 PM, then forty-eight (48) hours off. The night shift, consisting of two (2) consecutive fourteen (14) hour nights shall start at 6:00 PM and expires at 8:00 AM with seventy-two (72) hours off.

Administrative staff schedules shall be defined in the order required for certain days as determined by the Director of the Department. The total hours to be worked in any week by each individual covered by the terms of this agreement shall not be less than forty-two (42) hours.

ARTICLE 14 - SICK LEAVE

Sick Leave shall be granted in accordance with the provisions of Section 4 - 14.1 of the Revised General Ordinances of the Township of West Orange, 1972, as amended and supplemented. Accounting for sick days will be consistent with the current practice of accounting for personal and seniority days -- one (1) twenty-four hour work period equals a ten (10) hour and fourteen (14) hour work period.

The TOWNSHIP agrees that in addition to all the rights benefits currently granted Fire Fighters in accordance with the above ordinance, the following benefit will also commence on July 1, 1985.

All accumulated sick leave not required to achieve the maximum benefit under the above ordinance shall be paid at a rate of ten percent (10%) of a day's pay for each day of sick leave.

Effective July 1, 1986 all accumulated sick leave not required to achieve the maximum benefit under the above ordinance shall be paid at a rate of fifteen percent (15%) of a day's pay for each day of sick leave.

By way of example, to illustrate the meaning of the additional benefits to commence July 1, 1985, if an employee, at the time of his retirement has 340 days of accumulated sick leave, and 50% of 240 of these days provides him with the maximum payment of \$12,000.00 to which he was previously entitled, then effective July 1, 1985, he is entitled to 10% of a day's pay for 100 days. Effective July 1, 1986 the foregoing percentage is increased to 15%.

ARTICLE 15 - INJURY AND ILLNESS LEAVE

In case an employee covered by the terms of this agreement is disabled either through injury or illness as a result arising from his employment as evidenced by the certificate of a Township physician, he shall be granted a period of up to one month's leave with full pay. The foregoing period may be extended up to a period of one (1) year, provided the employee submits himself to a physician duly appointed by the Township, and in every instance where an extension is applied for, said physician must certify to the need for the continuance of said injury or illness, subject to the provisions of Section 4-14.4 of the Revised General Ordinances of the Township of West Orange, 1972.

ARTICLE 16 - WORKER'S COMPENSATION

In the event of an injury to an employee covered by the terms of this agreement is compensable by Workman's Compensation Insurance, any payment made to any such employee while on injury leave as a compensation insurance, shall be deducted from the amount to be paid to the employee by the TOWNSHIP during such time as he is carried on the TOWNSHIP'S payroll.

ARTICLE 17 - BEREAVEMENT LEAVE AND BENEFITS

Any member of the Fire Department entitled to vacation who may die prior to his receipt of said vacation pay for any year, shall have an amount equivalent to his pro-rated earned vacation time paid to his heirs-at-law or next of kin. Any members of the Fire Department entitled to seniority benefits who may die prior to his receipt of said benefits for any year shall have said entitlement paid to his heirs-at-law or next of kin. Payment for unused sick leave shall be made as set forth in Section 4-14.1 of the Revised General Ordinances of the Township of West Orange, 1972.

ARTICLE 18 - INSURANCE

The TOWNSHIP shall continue to provide for all medical, hospital, surgical, Worker's Compensation Insurance and prescription drug coverage together with all insurance presently provided for each of the employees covered by the terms of this agreement by the TOWNSHIP. Said plans are set forth below, i.e. the New Jersey State Health Benefits Program with Blue Cross/Blue Shield, Major Medical and Prescription Plan administered by New Jersey Blue Cross.

In addition, the TOWNSHIP agrees to provide, on a premium paid basis, all such premiums to be paid by the TOWNSHIP, a Dental Insurance Plan to all West Orange Fire Fighters and their families. This Dental Insurance coverage is to commence no later than September 1, 1985.

The UNION understands that this insurance may be in the form of Blue Shield Dental Insurance or it's equivalent coverage by another company. The TOWNSHIP agrees to make the specific benefits of the plan available to the UNION as soon as possible.

The TOWNSHIP shall pass the necessary resolution to the State Health Benefits for participation in Paid Hospitalization for eligible retired members per rules and regulations of the State Health Benefits to be effective January 1, 1989.

The Township shall continue to provide a prescription plan for all members of the bargaining unit, providing benefits no less than currently in effect with a \$3.00 co-payment. The co-payment will be increased in 2003 to the following: \$5.00 generic/\$12.00 co-pays.

ARTICLE 19 - PERSONAL DAYS AND SENIORITY DAYS

A. All employees covered by the terms of this agreement will be allowed three (3) personal days of their choice for which they will not have to report to work and for which they will receive full pay.

B. In addition to any other benefits to which they are entitled, all employees covered by the terms of this agreement will be allowed one (1) seniority day off with pay yearly for every five (5) years of service to the Department to a maximum of five (5) per year. Seniority days shall be cumulative.

C. The Director of the Fire Department, in order to prevent overtime being used shall limit the number of employees covered by the terms of this agreement who can take personal days and seniority days at the same time. The Director, at his discretion may permit members of the bargaining unit covered by the within Collective Bargaining Agreement to use two (2) consecutive personal days and or seniority days without the necessity of calling in between the first and second day.

D. Personal days may be used by Fire Fighters to extend their vacations, subject to the current usual approval procedure.

E. Personal days or seniority days off shall consist either of a 10-hour day or 14 hour night shift. Employees shall be permitted to take consecutive personal or seniority days to total a 24-hour period (i.e., 10 hour day and 14 hour night shifts).

F. Once a request for days off is approved, such approval shall not be revoked. Personal and seniority days off shall not cause staffing to drop below the authorized minimum staffing set by the Fire Chief.

G. Firefighters who are unable to utilize personal days for any given calendar year during that calendar year will be entitled to utilize them in January, February and March of the following calendar year.

ARTICLE 20 - CALL BACK MEN FOR ALARMS

A roster of each member of the Fire Department shall be prepared and posted on the bulletin boards and submitted to the UNION'S Secretary which will allow for a uniform method of rotation of off duty men for the purpose of covering emergencies. The Director and Chief of the Fire Department shall, within thirty (30) days following the execution of this agreement, prepare and provide and cause to be delivered to the Secretary of the UNION a roster which will provide for a uniform method of rotating off duty men for the purpose of covering emergencies. This section shall no way be construed so as to create a stand-by roster.

ARTICLE 21 - EXCHANGE OF TIMES

The Director and/or Chief of the Fire Department may, at his discretion, grant the request of any two (2) members of the Fire Department to exercise change of times. Change of Time policy to begin at: three (3) hours and one (1) minute through twenty-four (24) hours equivalent to one (1) change of time charged to the requester. Limit of 12 with additional days in groups of six (6), approved by the Director and/or the Chief.

ARTICLE 22 - GRIEVANCE PROCEDURE

A. A grievance within the meaning of this agreement shall include, but not be limited to a difference of opinion, controversy, or dispute arising between the employees covered by the terms of this agreement and the TOWNSHIP involving the interpretation and application of any provision of this agreement as well as any other grievance items pursuant to the applicable state statutes, New Jersey Administrative Code, Public Employee-Employer Relations Commission, Case Law, the Revised General Ordinances of the Township of West Orange, and Rules and Regulations of the West Orange Fire Department.

B. It is understood that the Grievance Procedure shall not include any matter, dispute or controversy of whatever kind that is appealable to the Civil Service Commission.

C. An aggrieved employee or the UNION shall institute action under the provision hereof within fifteen (15) calendar days of the occurrence complained of. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. All grievances shall be processed as follows:

1. They shall be discussed with members involved and the UNION representative with the Director of the Fire Department, or any representative designated by him. Any answer shall be made to the UNION within five (5) working days by the Director or his designated representative.

2. If the grievance is not settled through step 1, it shall be reduced to writing by the UNION and submitted to the Mayor, or any person designated by him, and an answer to such grievance shall be made in writing with a copy to the UNION within ten (10) working days of submission.

3. If the grievance is not settled through steps 1 and 2, the UNION shall have the right to submit the dispute to arbitration pursuant to the Rules and Regulations of the New Jersey State Board of Mediation. The Arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The cost of arbitration shall be borne by the TOWNSHIP and the UNION equally.

ARTICLE 23 - SAFETY AND HEALTH

The TOWNSHIP and UNION shall cooperate fully in matters of safety, health and sanitation affecting the employees covered by the terms of this agreement. To reduce the danger as far as possible, the TOWNSHIP will provide each Fire Fighter with modern safety equipment, i.e., approved helmets, gloves and eye protection appliances.

ABSENCES: Employees covered by the terms of this agreement not expecting to work because of emergencies or other justifiable causes must notify Fire Headquarters and/or the officer in charge one (1) hour before scheduled time. This provision shall not be interpreted as condoning repeated absences from work on the part of the employees.

ARTICLE 24 - UNIFORM ALLOWANCE

The Uniform Allowance for all West Orange Fire Fighters shall be Five Hundred Dollars (\$500.00) per year for 2001. It shall be increased by \$50.00 for 2002, 2003, 2004 and 2005. This allowance shall be used for purchase and maintenance of employee's clothing and apparel. The Uniform Allowance shall be paid on a pro-rated basis of One Twelfth of the amount per full month of service in any year. Payment will be made in accordance with current practice, i.e., full payment upon the final budget being approved by the TOWNSHIP and the State of New Jersey, and in no event later than June first, except in the case of partial years of service. Employees working partial calendar years shall receive pro-rated checks for all full months served in the previous calendar quarter. Said quarterly checks shall be issued in a timely fashion.

The UNION agrees to guarantee unearned uniform allowance for Fire Fighters who leave the job.

ARTICLE 25 - EFFECTIVE DATE AND DURATION

This agreement shall be effective as of the first day of January, Two Thousand and Two, and shall remain in force and effect through the thirty-first day of December, Two Thousand and Five. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing 120 days prior to the anniversary date that it desires to modify and or amend this agreement. In the event that such notice is given, negotiations shall begin not later than 90 days prior to the anniversary date. This agreement shall remain in full force and be effective during the period of negotiations and until such time as a new successor agreement is executed.

ARTICLE 26 - DISCIPLINARY ACTION

Disciplinary action will only be taken for just cause and in accordance with applicable state statutes.

ARTICLE 27 - RELIEF AT FIRES

In the event of a fire or fires requiring the members to work longer than the regular tour of duty, it shall be the responsibility of the officer in charge to see that these men are relieved by the oncoming tour as speedily as possible.

ARTICLE 28 - VACATIONS

All Uniformed Fire Fighters shall be granted a vacation pursuant to the provisions of Section 9-13.3 of the Revised General ordinances of the Township of West Orange, adopted 1972, as amended and supplemented, subject to the following:

- A. Firefighters will pick vacations independent from superior officers. On any given tour, firefighters will have a minimum of two (2) picks for vacation, picking by seniority pursuant to the current practice, provided, however, that this number may be increased at the discretion of the Director and/or Chief of the Department, which discretion shall not be unreasonably withheld.
- B. Firefighters will receive (8) 24-hour shifts per year for vacations. New probationary firefighters shall earn ½ of a 24-hour shift every month during their first calendar year of employment.
- C. Vacation picks must be completed and forwarded to the Director and/or the Chief of the Department by December 31st.
- D. Once vacation time has been approved pursuant to (C) it shall not be revoked for any reasons of manpower. It is understood that it is the expressed intention of the members of the Fire Department covered by the terms of this agreement that vacation time will not be used to contribute to or adversely affect overtime.
- E. After December 31st, any additional vacation selection must be approved by the Director and/or the Chief. Vacation requested for approval after December 31st shall be submitted to the Director and/or Chief sixteen (16) days and/or four (4) 24-hour tours in advance and may be granted pursuant to section (A) above. Vacation

selected after December 31st shall not be granted if it will cause overtime.

- F. Vacation time shall be taken in increments of one (1) to four (4) (at the discretion of the employee) consecutive 24-hour shifts, per vacation selection, subject to being in higher increments with the consent of the Director and/or Chief of the Department, which consent shall not be unreasonably withheld.
- G. There is an option of carrying over vacation time to the following year. No employee shall accumulate more than sixteen (16) 24-hour shifts vacation at any time.
- H. Except as foresaid, vacation use and selections shall be in accordance with prior practice.

ARTICLE 29 - TIME OFF FOR UNION ACTIVITIES

A. The Director and/or Chief of the Fire Department shall give a leave of absence with pay to any members of the UNION (up to and including six (6) men), but not to exceed four (4) men per tour) who are duly authorized by the UNION to attend any State Convention or other State meetings pertaining to union business, limited to two per calendar year. A certificate of attendance to the convention or meeting shall, upon request, be submitted by the representative attending same. The leave of absence shall be for a period inclusive of the duration of the convention with reasonable time allowed to travel to and from the convention. The Director and/or Chief of the Fire Department shall be notified in writing forty-eight (48) hours in advance of the representative's intention to leave for said convention.

B. The Director and/or Chief of the Fire Department shall permit the Union President, Vice-President, and Delegate to attend monthly meetings, except that if all three (3) are on the same shift only two (2) of the three (3) shall be permitted to go. Only the individuals holding the aforesaid positions may attend; designees of the officers are not permitted to attend in their place. At the conclusion of the monthly meetings, the employees shall return to work with reasonable time allowed for travel.

ARTICLE 30 - CONFORMITY OF TOWNSHIP CODE

The TOWNSHIP represents that it will forthwith take the necessary steps to amend the Administrative Code of the Revised General ordinances of the Township of West Orange so as to conform to the terms of this agreement, insofar as any section of said code is inconsistent with the terms of this agreement.

ARTICLE 31 - SEVERABILITY

In the event that any provision of this agreement is hereinafter rendered invalid by operation of law, it is understood that such provision is severable from the rest of this agreement, which shall remain in full force and effect.

ARTICLE 32 - RESERVATION OF MANAGEMENT RIGHTS

The UNION and all employees covered by the terms of this agreement acknowledge that it is the exclusive function of the employer to:

Maintain order, discipline and efficiency and to establish and enforce rules and regulations necessary therefore, and generally governing the conduct of the employees covered by the terms of this agreement.

Hire, discharge, promote, demote, classify or suspend or otherwise discipline employees covered by the terms of this agreement provided that any claim by a full-time Uniformed Fire Fighter who has passed through his probationary period that he has been discharged or otherwise disciplined without just cause may be appealed in accordance with the Civil Service Regulations of the State of New Jersey.

Exercise any rights, powers, functions or authority, which the employer had prior to signing of this agreement. The employer retains the right to generally operate the Fire Department in a manner consistent with the obligations of the employer to the general public and the community served.

All employees of the Fire Department covered by the terms of this agreement shall obey all by-laws, rules and regulations in force from time to time which are applicable to such employees however, no employee shall be required to perform duties not relating to fire fighting, fire prevention, rescue work, or to the care and maintenance of fire fighting equipment and apparatus or to the normal cleaning required to maintain these areas and buildings to which they are assigned in a clean and sanitary manner.

It is understood that all work duties performed in the past whether or not specifically

mentioned herein shall continue as work duties hereunder. Any proposed new rules and/or regulations or any proposed changes in existing rules and/or regulations may be the subject matter of negotiations between the UNION and the Director of the Fire Department. Said proposed changes shall be submitted in writing to the UNION 90 days prior to the contemplated submission to the council. The UNION shall, within 45 days of receipt, comment in writing to management on any areas of difference, if any, which areas of difference are to be discussed by the parties in contemplation of working out an amicable resolution of same. Said discussion shall commence within 15 working days of management having received the UNION'S written comments.

BULLETIN BOARDS:

The TOWNSHIP shall permit the use of a bulletin board located in the respective Fire Stations by the UNION for posting of notices concerning UNION business and UNION activities.

The TOWNSHIP shall provide each employee with a copy of the rules and regulations of the Fire Department. The TOWNSHIP shall provide the UNION with 15 copies of the within Collective Bargaining Agreement. Provisions in the rules and regulations inconsistent with this agreement shall be modified accordingly.

The TOWNSHIP recognizes the right of all employees covered by the terms of this agreement to have access to their services and medical records, and within a reasonable time following a request provide any such employee with a copy thereof, or in lieu of so providing him with a copy, permit such employee to review and copy same.

The TOWNSHIP possesses the sole right to operate the Fire Department and all

management rights repose to the TOWNSHIP.

ARTICLE 33 - RE-OPENING CLAUSE

The TOWNSHIP agrees that if any bargaining unit in the Township of West Orange is given any form of hospitalization benefits for retiring members of said unit, this agreement will be reopened for the purpose of negotiating these benefits for the members of the UNION.

ARTICLE 34 - FIRE FIGHTER'S RIGHTS

Every employee covered by the terms of this agreement shall have the right to have counsel or a representative of the Local UNION or both present at any meeting called by the chief or Director or any other official of the TOWNSHIP, which as a result of said meeting disciplinary action may be taken.

Employees covered by the terms of this agreement shall have the right to refuse to answer any questions or submit any reports, which as a result of said answers to said questions, or reports; disciplinary action may be taken, until said employees are able to consult with counsel and/or UNION representatives.

ARTICLE 35 - RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which the members have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Employer during the term of this agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this agreement, and in any event as of January 1, 1987.

The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this agreement and shall be incorporated in said agreement as if set forth herein at length.

ARTICLE 36 – ACTING PAY

Effective January 1, 2003, acting time will be paid as the member's straight-time, base hourly rate of pay plus 10%.

Effective January 1, 2004, acting time will be paid as the member's straight-time, base hourly rate of pay plus 12%.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of this

20th day of July, 2005.

ATTEST:

THE TOWNSHIP OF WEST ORANGE,
A Municipal Corporation in the County
of Essex, State of New Jersey

Jo Ann Behar
Deputy Clerk

John F. McKeon
JOHN F. MCKEON, MAYOR

ATTEST:

LOCAL UNION 28,
FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION
(F.M.B.A.)

Ann J. Teakani

John J. ...
PRESIDENT

APPROVED AS TO FORM BY:

Richard D. Trenk
RICHARD D. TRENK, MUN. ATTORNEY