

Bergen

A G R E E M E N T

Between

VILLAGE OF RIDGEWOOD
BERGEN COUNTY, NEW JERSEY

and

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 47

January 1, 1991 through December 31, 1992

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1.00 EXISTING LAW

1.01 The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Laws.

2.00 ASSOCIATION RECOGNITION

2.01 The Village hereby recognizes the F.M.B.A. as the exclusive collective negotiations agent for all full time uniformed firemen employed by the Village of Ridgewood, but excluding the fire inspector of combustibles, all fire officers, repairmen, clerical craft and professional employees, police, managerial executives and supervisors within the meaning of the New Jersey Employer-Employee Relations Act and all other employees of the Employer.

2.02 No employee shall be compelled to join the F.M.B.A. but may do so at his option.

2.03 The term "Employee" as used herein shall be defined to include the plural as well as the singular and to include females as well as males.

3.00 EMPLOYEES' BASIC RIGHTS

3.01 Pursuant to Chapter 303, Public Laws, 1968, the Employer hereby agrees that every employee shall have the right to freely organize, join and support the F.M.B.A. for the purpose of engaging in collective negotiations. As a body exercising governmental power under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any right conferred by Chapter 303, Public Laws, 1968, or other Laws of New Jersey or the Constitution of New Jersey and of the United States..

3.02 The Employer further agrees that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the F.M.B.A., his participation in any activities of the F.M.B.A., collective negotiations with the Employer, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

4.00 MANAGEMENT RIGHTS

4.01 The employer 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 New Jersey and the United States.

5.00 ASSOCIATION REPRESENTATIVES

5.01 The Employer recognized the right of the Association to designate representatives and alternates for the enforcement of this Agreement.

5.02 The Association shall furnish the Employer in writing the names of the representatives and the alternates and notify the Employer of any changes.

5.03 The authority of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed the following duties and activities:

(a) The investigation and presentation of grievance in accordance with the provisions of the collective bargaining Agreement.

(b) The transmission of such message and information which shall originate with, and are authorized by the Association or its officers.

5.04 With the permission of the Director of the Department, which permission shall not be unreasonably withheld and provided there shall be thereby no interference with the normal operations of the departmental business, the designated Association representatives shall be granted time with pay during working hours to investigate and seek to settle grievances and to attend all meetings and conferences on collective negotiations with Employer officials.

6.00 RIGHTS OF EMPLOYEES

6.01 Members of the Association hold a unique status as public employees in that the nature of their employment involves the exercise of a portion of the Fire Department power of the municipality.

6.02 The security of the community depends to a great extent on the manner in which firefighters perform their duty, and their employment is thus in the nature of a public trust.

6.03 The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public.

6.04 Out of these contacts may come questions concerning the actions of the members of the Association.

6.05 These questions may require investigation by superior officers designated by the Director of the Fire Department and the Village Manager.

6.06 In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

(a) The interrogation of a member of the Association shall be at a reasonable hour, preferably when the member of the Association is on duty, unless the exigencies of the investigation dictate otherwise.

(b) The interrogations shall take place at a location designated by the Director of the Fire Department.

(c) The member of the Association shall be informed of the nature of the investigation before any interrogation commences including the name of the complainant. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the Association is being interrogated as a witness only, he should be so informed at the initial contact.

(d) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonable necessary.

(e) The member of the Association shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions nor shall any threat or promise be made to induce silence. Where the Employer elects to record the interrogation, then the Employee shall be entitled to transcribe the recording at his own expense or to a copy of a transcription when done by the employer. Where the Employee elects to record the interrogation, he shall provide the Employer with a transcription thereof free of charge.

(f) At the sole expense of the F.M.B.A. and not to unreasonably delay the investigative procedure, the complete interrogation of the member of the Association shall be recorded mechanically or by a Department stenographer. There will be no "off the record" questions. All recesses called during the questioning shall be recorded.

(g) If a member of the Association is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

(h) In all cases, and at every state of the proceedings, in the interest of maintaining the usual high morale of the Association, the Department shall afford an opportunity for a member of the Association, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the Association. Said consultation shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hours for consultation with his attorney.

(i) Nothing herein shall be construed to deprive the department or its director of the ability to conduct the operations of the Department and nothing in the foregoing to the contrary shall be construed to excuse or delay the prompt execution and delivery of Departmental routine reports.

7.00 NO STRIKE PLEDGE

7.01 The F.M.B.A. covenants and agrees that during the term of this Agreement neither the FMBA nor any person acting on its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) work stoppage, slowdown walkout or other job action against the Employer.

7.02 In the event of a strike, work stoppage, job action, slow down or walkout, it is covenanted and agreed that participation in any such activity by the FMBA member shall entitle the Employer to take appropriate disciplinary action, including but not limited to, discharge in accordance with applicable law.

8.00 SALARIES

8.01 The base annual salaries of all employees covered by this Agreement shall be set forth in Appendix A.

8.02 The base annual salary for the period covered by this Agreement shall be deemed retroactive to January 1, 1991, and other economic items except as otherwise noted in specific sections of this Agreement be deemed to be retroactive to January 1, 1991, and any monies due employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

8.03 When an employee, after seven (7) years of service with the Ridgewood Fire Department, meets the requirement by achieving a course completion and certification in accordance with NFPA Standard 1002, said employee shall be designated as "Senior Firefighter Engineer" and shall be compensated by an increased base rate of pay. "Senior Firefighter Engineer" pay status shall be a base pay of maximum step Firefighter increased by one-half (1/2) between maximum step Firefighter and the base pay rate for Fire Lieutenant.

9.00 WORK DAY, WORK WEEK AND OVERTIME

9.01 All work in excess of the employee's basic work schedule or tour of duty for a day shall be considered overtime and shall be paid at the rate of time and one-half (1/2). There shall be no offset and overtime shall be paid from the end of the schedule tour of day where an employee is held over.

9.02 All employees may be required to work a reasonable amount of overtime.

9.03 All overtime payments due employees shall be paid in the pay period immediately subsequent to the pay period during which said overtime was worked, without the necessity of the employee submitting a voucher for same.

10.00

HOURLY RATE

10.01 To compute the base hourly rate of an employee for overtime or other purposes, the employee's yearly base salary and his annual longevity payment shall be added together and then divided by two thousand three hundred and fifty (2,350) hours.

11.00

SCHEDULED COMPENSATION DAYS

11.01 Each employee shall be entitled to annual schedule compensation days. For the year 1991, each employee shall have ten (10) annual scheduled compensation days. For the year 1992, each employee shall have eleven (11) annual scheduled compensation days. Except by reason of an emergency, twenty-four (24) hour notice of intention to exercise such privilege must be given to the Director or his designee who may then deny such leave if same should reduce platoon complement below that necessary for the Department's efficient operations. The Village may buy back two (2) days per year from each employee during the term of this contract. The Village must give notice by October 1st of any proposed buy backs. A scheduled compensation day shall be bought back at the straight time rate (24 hours).

11.02 The following rules as to scheduled compensation days shall apply. Compensation days shall be used in the year they are earned.

(a) One (1) scheduled compensation day shall be defined as a single twenty-four (24) hour tour of duty.

(b) Such day or days may be taken only on prior notice to the Director or his designee and shall be subject to Fire Department business or minimum staffing requirements. At least twenty-four (24) hour notice shall be given.

(c) No reason or excuse shall be required for the taking of a scheduled compensation day except where the twenty-four (24) hour notice requirement is sought to be waived.

(d) A scheduled compensation day once granted or allowed shall not be canceled except upon general mobilization of the Fire Department.

(e) Every reasonable effort shall be made by the Employer to give them the time as requested and not to withhold the time.

(f) The selection of a particular day for use as a scheduled compensation day by an employee shall not create an overtime cost to the employer as a result of the selection. If other events occur after the selected scheduled compensation day is approved, such as another employee calling in sick, for example, the approval for the scheduled compensation day use shall not be withdrawn.

The administrative procedures implemented to insure the scheduled compensation days so not to create overtime shall be based upon the concept that at no point during the year shall the number of "scheduled compensation days" remaining to be taken shall exceed the number of available man days remaining in the annual vacation and "scheduled compensation days" schedule. The fire Director or his designee may assign "scheduled compensation days" if it appears that there will be insufficient man days remaining in the annual vacation and "scheduled compensation days" schedule. "Scheduled compensation days" may not be carried over to a subsequent year.

11.03 Probationary trainees shall be entitled to a maximum of six (6) compensation days during the first calendar year of employment which shall be pro-rated based upon the number of months employed during said first calendar year.

12.00

COURT TIME

12.01 Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which an employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other courts or administrative bodies.

12.02 All such required court time shall be considered as overtime and shall be compensated at time and one-half (1/2).

12.03 When an employee covered under this Agreement shall be required to travel to and from any of the courts or administrative bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the employee is entitled, provided, however, that such travel time shall be computed between the Employer's Fire Department Headquarters and the pertinent court or administrative body.

12.04 The amount of overtime to which an employee may be entitled under this Article shall be the actual time required including waiting time in the court or administrative body, together with any applicable travel time, provided, however, that the employee's entitlement to overtime under this Article shall not be less than one (1) hour of overtime pay.

13.00

PROFICIENCY PAY

13.01 In addition to other benefits specified in this Agreement, each employee covered by this Agreement who had been certified as a "Firefighter III" shall thereafter receive an annual stipend of Six Hundred Dollars (\$600.00) for 1991 and Six Hundred Fifty Dollars (\$650.00) for 1992. "Firefighter III" status shall be determined by the National Fire Protection Association (N.F.P.A.) standards or Bergen County Fire Academy Standards. Said amount shall be paid to employees entitled to same in a single payment which shall be made not later than the first payroll date following December 1 of each year.

14.00

SCHOOLING/TRAINING

14.01 The employer will schedule to the extent possible, an employee's attendance at schooling for firefighter training during such employee's regular tour of duty.

15.00 TRAINING PAY

15.01 Except as otherwise herein provided, the Employer agrees to compensate all employees covered by this Agreement at the overtime rate (time and one-half (1/2) when required to attend training courses on their own time.

15.02 All probationary trainees shall be required to take Firefighter I and Firefighter II courses without additional compensation from the Employer.

16.00

SICK LEAVE

16.01 Each employee shall be granted sick leave in accordance with current Village practices. Any unused sick leave shall accumulate from year to year.

16.02 Upon retirement each employee shall be entitled to take such accumulated sick leave days as terminal leave up to a maximum such allowance of one-half (1/2) of the total accumulation or six (6) months, whichever shall be the lesser.

16.03 Upon retirement, the retiring employee, provided he has completed the full length of service entitling him to retire, may at his or her own sole option, elect to take all of his or her accumulated sick leave days in a lump sum cash payment which shall be computed by multiplying the number of that employee's accumulated sick days times that employee's daily rate of compensation at the time of retirement. The maximum entitlement under this lump sum cash payment option shall be one-half (1/2) of the retiring employee's total accumulation or six (6) months' pay, whichever shall be the lesser. The maximum entitlement under this lump sum cash payment option shall be the lesser of the total accumulated sick days or six (6) months' pay at the daily rate of compensation for said employees.

16.04 In addition to other provisions of this Article, there shall be instituted a sick leave non-use incentive program effective

July 1, 1985. Commencing July 1, 1985, and for each six (6) month period thereafter, employee(s) covered by this Agreement shall receive one (1) day's pay as an incentive to minimize the use of sick leave. Such payment shall be earned where the respective employee uses no sick leave during the preceding six (6) month period. Payment shall be made by the Employer at the respective employee's then current rate of pay (Reference Article 10) within ten (10) days after the close of the six (6) month period. For the purposes of the paragraph, the value of a sick leave non-use incentive day shall be eight (8) hours of straight time pay calculated by dividing the respective employee's base annual compensation (base wage and longevity entitlement) by two thousand and eighty (2,080) hours.

17.00

RECALL

17.01 Any employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half (1/2) the straight time hourly rate of pay with a minimum guarantee of two (2) hours work or pay in lieu thereof.

18.00 LONGEVITY

18.01 In addition to all wages and other benefits, each employee shall be entitled to a longevity payment computed on the employee's years of completed service.

18.02 The longevity system shall be as follows:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE OF LONGEVITY</u>
4	2%
8	4%
12	7%
16	9%
20	11%
24	13%

18.03 The said payments for longevity shall be paid on a regular basis folded into the employee's regular pay.

18.04 Employees hired after July 1, 1987 shall not accumulate longevity in excess of ten (10%) percent. Their longevity system shall be as follows:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE OF LONGEVITY</u>
4	2%
8	4%
12	6%
16	8%
20	10%

19.00 UNIFORMS

19.01 Each new employee shall receive from the Village, free of charge in lieu of a clothing allowance, a complete uniform.

19.02 The Employer will pay each employee an annual clothing allowance which shall be payable the first pay period in March upon submission of a proper voucher therefor. The annual clothing allowance shall be Four Hundred Fifty Dollars (\$450.00) in the year 1991 and Five Hundred Dollars (\$500.00) in the year 1992.

19.03 An employee's uniform, which is required in his capacity as a firefighter and which may become damaged as a result of a single episode during the course of his performance of his duties, shall, after approval by the Director of the Department, be replaced at the expense of the Employer, except where such damage is caused by the negligence of the employee, and such replacement shall be made within thirty (30) days of the report of loss or damage, and to be prorated at the value of loss.

19.04 Uniform changes mandated by the Employer, unless implemented from time to time as current uniforms are replaced, shall be provided to each employee free of charge. Uniform changes requested by the FMBA if approved by the Employer, shall be paid by each employee.

19.05 Utilization of Section 19.04 shall not diminish the clothing allowance set forth in this Agreement.

19.06 During the term of this contract, employees may wear T-shirts as part of their summer in-station uniform. The employer shall have the right to approve style, type of material and color. The cost of said shirts shall be borne by each employee.

19.07 If, during the term of this contract, the State shall mandate further changes in uniform or equipment which shall require the Employer to provide certain firefighting clothing and equipment previously paid by the employee out of the clothing allowance herein provided, the Employer may reopen this issue to negotiate a commensurate adjustment in the clothing allowance.

20.00 UNIFORM REGULATIONS

20.01 The regulations for the wearing of uniforms shall be as set forth in Appendix B.

21.00 WORK IN HIGHER RANK

21.01 Effective upon execution of this contract, whenever any employee is required to serve in a position normally held by higher rank for more than two (2) hours, he shall receive the starting rate of pay of that rank for such tour of duty plus such additional hours as may be consecutive.

21.02 The Village agrees not to use two (2) or more persons in such way as to circumvent the intent of this clause.

21.03 When an employee is serving in a higher rank than said employee shall be clearly identified as acting in that status.

22.00 VACATIONS

22.01 The vacation allowance shall be as set forth in this Agreement in Appendix C.

22.02 When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of Fire Department activity, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year.

22.03 No employee who is on vacation shall be recalled except in a case of the full mobilization of the Department by the Director or his designee to meet a clear and present danger confronting the Employer.

22.04 Vacations may be scheduled at any time during the calendar year. There shall be separate selection lists for firefighters and for fire supervisors.

22.05 Vacations shall be selected by seniority within rank.

22.06 Vacation benefits shall be prorated during last year of service of a retiring employee.

23.00 HOLIDAYS

23.01 All employees covered by this Agreement shall receive payment of eight (8) hour pay based upon annual salary including longevity divided by 2,080 in lieu of thirteen (13) paid holidays in 1991 and 1992. One-half (1/2) shall be paid the second pay period in May of each year and the other one-half (1/2) shall be paid in the second pay period in November of each year.

23.02 Any holiday pay shall be rolled into the employee's base pay for pension purposes only, provided it is rolled-in for other uniformed services and permitted by the Division of Pensions of the State of New Jersey.

23.03 The holidays noted herein shall be as set forth in Appendix D.

23.04 During the initial year of employment only, a new employee shall be eligible for ten (10) paid holidays. Said holiday limitations for new hires shall apply to a newly hired Firefighter in the first year of employment only. Following completion of the first year, the new Firefighter shall receive the full holiday benefit provided in the above Sections of this Article.

24.00 WORK INCURRED INJURY

24.01 Where an employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such employee at full pay, during the continuance of such employee's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Employer.

24.02 The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Employer may reasonably require the said employee to present such certificate from time to time.

24.03 In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or its insurance carrier, then, and in that event, the burden shall be on the employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation, or, by the final decision of the last reviewing court shall be binding upon the parties.

24.04 For the purpose of this Article, injury or illness incurred while the employee is acting in any Employer authorized activity, shall be considered in the line of duty.

24.05 In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, or as to the extent of temporary disability, the parties agree to be bound by the decision of an appropriate Worker's Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

24.06 An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

25.00 BEREAVEMENT LEAVE

25.01 All employees covered by this Agreement shall be granted up to a maximum of four (4) calendar days leave of absence with pay, which shall not be charged against the employee's accrued sick leave in the event of death in the immediate family of such employee. The immediate family is defined for purposes of the Article to be spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, employee's grandparents or other person living as a permanent member of the employee's household. This special leave of absence shall commence immediately following the death of such person and is for the sole purpose of arranging and attending the funeral services.

26.00 MEDICAL COVERAGE

26.01 The Employer agrees to provide at its expense the medical insurance coverage for all members of the FMBA who are employees under this Agreement and their eligible dependents. This insurance shall include medical, surgical and Major Medical or the equivalent coverage with yearly deductibles of \$200.00 for individuals and \$150.00 for family coverage. There shall be an 80 percent/20 percent co-insurance provision up to the first \$2,000 each year. The employer shall have the right to change carriers during the contract term.

26.02 The Employer shall provide, at its sole cost and expense, a prescription drug insurance plan with full family coverage for all employees covered by this Agreement. Said prescription drug plan shall have a Two (\$2.00) Dollar co-payment by the employee provision.

26.03 The Employer shall continue to provide the full family medical plans, as established above, for each employee who retires with a twenty-five (25) year service retirement or a disability retirement through the employee's entire period of retirement. The lifetime cap for such benefits shall be set at One Million Dollars (\$1,000,000.00). Prescription drug insurance not paid for by Village after retirement.

26.04 If an employee retires with less than twenty-five (25) years of service, then the employee shall be entitled to continue the plan described above at his own cost and expense.

26.05 The Employer shall establish and maintain a dental plan for employees covered by this Agreement which shall be the same as the dental plan established for other Village employees.

27.00

INSURANCE

27.01 The Employer will defend and insure all employees covered under this Agreement in order to protect them from suits arising out of the lawful performance of their duties. Present liability coverage or its equivalent shall be maintained.

28.00

BULLETIN BOARD

28.01 The Employer will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.

28.02 The bulletin board shall be for the use of the Association for posting of notices and bulletins pertaining to the Association business and activities or matters dealing with the welfare of employees. No material, offensive material or material offensive to the mission or purpose of the Fire Department, shall be permitted to be posted on said bulletin board.

29.00

CEREMONIAL ACTIVITIES

29.01 In the event a firefighter or fire officer in another Department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two (2) uniformed, off-duty FMBA members of the Department to participate in funeral services for the said deceased officer.

29.02 In the event a fireman or fire officer in another Department in the State of New Jersey is killed in the line of duty, the Village, subject to the availability of same, will provide a Department fire vehicle to those off-duty employees wishing to attend same.

29.03 The supplying of a fire vehicle shall be within the discretion of the Director, Department of Fire.

30.00

PENSION

30.01 The Employer shall provide pension retirement benefits to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

31.00

GRIEVANCE PROCEDURE

31.01 For the purposes of providing expeditious and mutually satisfactory resolutions of problems arising under this Agreement the parties adopt the following procedures which shall be kept as informal as may be appropriate.

31.02 This grievance procedure shall cover issues of application or interpretation of this Agreement, and, meant to provide means by which employees covered by this Agreement may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

31.03 The following constitutes the sole and exclusive procedure for settlement of grievance and shall be followed in its entirety unless waived by the parties.

(a) STEP ONE

An employee with a grievance shall within seven (7) calendar days of the occurrence of the event being grieved, present the same to his immediate superior. After full disclosure of the facts surrounding the event being grieved, the immediate superior must make every earnest effort to reach a satisfactory settlement with the employee and griever. The immediate supervisor shall render a decision within five (5) calendar days of his receipt of the grievance.

(b) STEP TWO

In the event the grievance is not resolved at STEP ONE, the employee shall reduce the grievance and decisions respectively in writing and file same with the next higher superior

officer of the unit to which the employee is assigned within five (5) calendar days who shall thereupon render his decision in writing within five (5) calendar days of his receipt of the matter and all respects related thereto.

(c) STEP THREE

In the event the grievance is not resolved at STEP TWO, the matter of all reports shall be submitted to the Director for his determination in writing within seven (7) calendar days of his receipt of the matter and all reports related thereto. In the absence of the Director the grievance shall be presented to the ranking officer in charge of the Department for determination. The Director or ranking officer in charge of the Department in the absence of the Director, shall respond to the grievance within seven (7) calendar days of his receipt of the matter.

(d) STEP FOUR

If the employee wishes to appeal the determination of STEP THREE proceeding. The grievance shall be submitted in writing together with description of prior steps within ten (10) days of a STEP THREE determination. The Village Manager shall decide the matter within twenty (20) calendar days of the presentation to him.

(e) STEP FIVE

- (1) If the grievance is not settled through the preceding steps, either party may refer the matter to the Public Employment Relations Commission within fourteen (14) calendar days after determination of the STEP FOUR proceeding. The Arbitrator or Arbitrators shall be selected in accordance with the Rules of the said Public Employment Relations Commission and the expense of the Arbitrator or Arbitrators shall be borne equally by the parties hereto, provided, however, that each party shall bear the expense of producing witnesses, testimony or evidence for his presentation.

- (2) The Arbitrator or Arbitrators shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him and relevant to the grievance. He or they shall have no authority to modify or alter in any way the provisions of this Agreement or any amendment or supplement hereto. The decision of the Arbitrator shall be final and binding. The Arbitrator shall have the discretion to allocate arbitration fees between the parties considering the result of the arbitration.
- (3) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Manager. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties herein direct the Arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission review and decision.
- (4) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contact the time limits provided for processing the grievance procedure. A failure to respond at any step within the provided time limits shall be deemed a denial.

32.00

MUTUALS

32.01 Any employee shall, with the approval of the Director, be granted special leave with pay for any day on which he is able to secure another employee to work in his place, in accordance with 4A of the Procedural Guide.

33.00

DEDUCTIONS FROM SALARY

33.01 The Village agrees to deduct from the salaries of its employees subject to this Agreement dues for the Association. Such deductions shall be made in compliance with Chapter 310. Public Laws of 1967, N.J.S.A. (R.S.) 53:14-15.9c as amended. Said monies, together with records of any corrections, shall be transmitted to the Association office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

34.00 PERSONNEL FILES

34.01 A separate personal history file shall be established and maintained for each employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Director.

34.02 Any member of the Fire Department may by appointment review his personnel file but this appointment for review must be made through the Director, or his designated representative. Each review shall be conducted in the presence of the Director or his designee and every employee shall be required to sign an entry record on the occasion of his review.

34.03 Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

34.04 All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

35.00

SAVINGS CLAUSE

35.01 It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, the remainder of this Agreement or the application of such provisions to other person or circumstances shall not be affected thereby.

36.00

NO WAIVER

36.01 Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

37.00

OFF DUTY FIRE DEPARTMENT ACTION

37.01 Since all firefighters are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

Any action within the State of New Jersey taken by a member of the Department on his time off, which would have been taken by the employee on active duty if present or available, shall be considered proper Fire Department action, and the employee shall have all of the rights and benefits concerning such action as if he were then on active duty.

37.02 Recognizing that the Employer and its residents benefit from the additional protection afforded them by vigilant off-duty firefighters, and further recognizing the weighty responsibility confronting such firefighters, the Employer agrees to pay such employees the sum of One Dollar (\$1.00) per year, which shall be deemed included in the employee's base annual wage.

38.00

EMPLOYEE ORGANIZATION BUSINESS

38.01 Necessary time off without loss of pay shall be granted to two (2) representatives of the Association (F.M.B.A. and Fire Officers inclusive) to attend the annual State Convention and one representative of the F.M.B.A. to attend the monthly regular meetings of the state Association. In the event this delegate's absence reduces platoon strength below that required for efficient operation, the Director or his designee may require overtime pursuant to Section 9.02 above.

38.02 Engine.Co. 31 will be permitted to re-locate to headquarters to attend F.M.B.A. meetings.

39.00

RADIO ALERT

39.01 The Village shall maintain a Type A fire alarm system according to the Fire Protection Handbook published by the National Fire Protection Association (13th Edition, 1969, Section 14, Chapter 1) and a radio altering receiver in the home of as many firemen covered by this Agreement as it deems necessary. The Village shall be responsible for the maintenance of such equipment. However, such employee shall take all reasonable steps to insure that equipment is kept in proper working order and not mishandled or damaged. Each fireman shall keep the alarm system turned on and shall respond to calls in accordance with established procedures.

40.00

USE OF NON-REGULAR PERSONNEL

40.01 The Employer agrees to follow and adhere to such decisions, rulings, directives, and opinions as may be rendered by the New Jersey Civil Service Commission regarding the use of non-regular personnel.

40.02 No persons (part-time, volunteer or otherwise) other than regular fire personnel shall be assigned to standby duty at fire facilities manned by regular fire personnel.

40.03 "This clause shall be limited to its express terms and shall have no impact whatsoever on issues such as, but not limited to, subcontracting, layoffs or reductions in force, or on such managements rights as may exist and are not limited by 40.01 or 40.02 above. The Employer retains the right to use non-regular personnel in accordance with standards and practices now in effect (e.g. Signal 99 and General Alarms, based on size-up by the highest ranking officer at the scene, and training drills as scheduled by the Fire Chief), as well as in any other manner not prescribed by this clause, subject to PERC decisions and other applicable law."

41.00

AGENCY SHOP

41.01 Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

41.02 The Union Agrees that it will indemnify and save harmless the Village against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Village at the request of the Union under this Article.

42.00

SAFETY COMMITTEE

42.01 A safety committee shall be formed consisting of firefighters, superior officers and management, which committee shall be consulted by the employer and make recommendations to the Director/Chief with respect to future equipment purchases.

43.00

TERM OF CONTRACT

43.01

This contract shall take effect upon the execution thereof and shall terminate on December 31, 1992.

ATTEST:

VILLAGE OF RIDGEWOOD

ATTEST:

RIDGEWOOD F.M.B.A. LOCAL NO. 47
FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION OF NEW JERSEY

MICHAEL E. SPINATO, ESQUIRE
Attorney for Ridgewood F.M.B.A.
Local No. 47

APPENDIX A

SALARIES

	<u>Effective</u> <u>01/01/91</u>	<u>01/01/92</u>
During First Year	\$27,736	\$29,331
During Second Year	35,800	37,858
During Third Year	40,891	43,242
After Third Year (Maximum)	45,514	48,131

FOR EMPLOYEES HIRED AFTER JULY 1, 1987 THE FOLLOWING SALARY SCHEDULE APPLIES:

	<u>Effective</u> <u>01/01/91</u>	<u>Effective</u> <u>01/01/92</u>
During First Year	\$25,800	\$27,284
During Second Year	30,727	32,494
During Third Year	35,656	37,706
During Fourth Year	40,583	42,917
After Fourth Year (Maximum)	45,514	48,131

APPENDIX B

Uniforms for reporting on duty will be the dark blue work uniform, collar devices, name badge. Regulation black shoes, black socks.

Winter Coat will be the uniform short coat (Blauer) to be worn by all at a mutual agreed date. (Keep date flexible depending on the weather). Gloves may be worn as under present regulations.

Shirts - Mutual date to be set (keep flexible depending on the weather) to change from long sleeve shirts to short sleeve and vice versa. All employees will be wearing same type of shirt at the same time. The optional summer in-station uniform may be worn in accordance with general order #164.

Regulations for house watch dress will remain the same at present.

Dress Uniform. A complete dress uniform must be kept in each employee's locker and be subject to inspection every three (3) months or when called upon by the Director.

Dress Uniform for Firefighter. Eliminated from the purchase of this uniform will be the extra trousers for new employees coming on. One short sleeve shirt instead of three (3). One long sleeve shirt instead of two (2).

Work Uniform. The Village will supply two (2) sets of work uniforms (trousers and shirt) instead of one, for new men coming on the job which would include two (2) pants, one long sleeve shirt and one short sleeve shirt.

APPENDIX C

(A) All employees covered under this Agreement shall be entitled to a vacation annually in accordance with the following schedule:

- | | |
|--|---|
| (1) Less than one (1) Year Service | One (1) 24 hour tour for each two (2) months of service. |
| (2) Upon completion of one (1) year up to and including fifth (5th) Year. | Six (6) 24 hour tours of duty. |
| (3) Upon completion of five (5) years up to and including completion of ten (10) Years. | Seven (7) 24 hour tours of duty. |
| (4) Upon completion of ten (10) years up to and including completion of fifteen (15) years. | Eight (8) 24 hour tours of duty. |
| (5) Upon completion of fifteen (15) years up to and including completion of twenty (20) years. | Nine (9) 24 hour tours of duty. |
| (6) After completion of twenty (20) years. | Nine (9) 24 hour tours of duty and a cash payment equal to 3/365th of annual salary. The Director, if requested, may, in his sole discretion, grant an additional 24 hour tour of duty in lieu of the cash payment aforesaid. |

Vacations will be scheduled in accordance with the rules and regulations established by the Director of Fire.

(B) Vacation periods shall run consecutively from on or about January 1st until on or about December 31st of the following year, provided, however, that all vacation choices within said periods shall be subject to the approval of the Director.

(C) Vacation choices shall be based on seniority within each platoon. Seniority shall be based on the number of years on the Fire Department since the most recent date of hire. Firefighters shall select vacations from a firefighter's only list with superior officers selecting vacations from a separate list.

(D) Employees of the Fire Department on their first pick of vacation may have the option of picking their vacation in the following manner:

- (1) Take entire period (6 tours)
- (2) Split the period (3 tours each) with any other member of the platoon.
- (3) Split the period with any other open vacation period.
- (E) The extra vacation days to be picked on the second round of picks and may be taken during any open vacation period.

(F) Vacation pay for any retiring firefighter shall be pro-rated in the last year of employment in accordance with the number of months employed during the last year.

APPENDIX D

HOLIDAYS

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Easter Sunday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Christmas Day
13. Martin Luther King's Birthday