

A

CONTRACT

BETWEEN

The

RIDGEWOOD FIRE OFFICER'S
ASSOCIATION

And The

VILLAGE OF RIDGEWOOD

From

January 1, 2009 – December 31, 2012

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PREAMBLE

THIS AGREEMENT, made this 26th day of MAY 2009, by and between the VILLAGE OF RIDGEWOOD, a body politic and corporate of the State of New Jersey, hereinafter referred to as the "Employer" or "Village" and the RIDGEWOOD FIRE OFFICERS ASSOCIATION, hereinafter referred to as the "FOA" or "ASSOCIATION".

WHEREAS, the Employer and the ASSOCIATION recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties.

NOW, THEREFORE, it is agreed as follows:

SECTION 1. 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.

SECTION 2. ASSOCIATION RECOGNITION

- 2.01 The Village hereby recognizes the FOA as the exclusive collective negotiations agent for all full time uniformed fire officers employed by the Village of Ridgewood, but excluding the fire inspector of combustibles, all firefighters, 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 Association, but may do so at his/her 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.

SECTION 3. EMPLOYEE'S 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 FOA 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 FOA, his participation in any activities of the FOA, 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.

SECTION 4. 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.

SECTION 5. ASSOCIATION REPRESENTATIVES

- 5.01 The Employer recognizes 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/Chief 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.

SECTION 6. 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 fire officers 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/Chief 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/Chief 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 reasonably 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 FOA 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/Chief 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.

SECTION 7. NO STRIKE PLEDGE

- 7.01 FMBA covenants and agrees that during the term of this Agreement neither the FOA 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 FOA member shall entitle the Employer to take appropriate disciplinary action, including but not limited to, discharge in accordance with applicable law.

SECTION 8. SALARIES

- 8.01 During the term of this Agreement, the following wage increases shall be applied across the board to each rank, step and position covered by the two (2) bargaining units:

Effective January 1, 2009	--	2.5%
Effective July 1, 2009	--	1.5%
Effective January 1, 2010	--	2.5%
Effective July 1, 2010	--	1.5%
Effective January 1, 2011	--	2.5%
Effective July 1, 2011	--	1.5%
Effective January 1, 2012	--	2.5%
Effective July 1, 2012	--	1.5%

- 8.02 The base annual salary for the period covered by this Agreement shall be deemed retroactive to January 1, 2009, and other economic items except as otherwise noted in specific sections of this Agreement be deemed to be retroactive to January 1, 2009, and any monies due employees by virtue of this clause shall be paid as soon after the

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execution of this Agreement as practicable.

- 8.03 Effective January 1, 2003 all members are entitled to one (1) personal day. Said personal day is to be taken under the rules incorporated for Compensation Days excluding the banking of such day.

SECTION 9. 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 ½). There shall be no offset and overtime shall be paid from the end of the scheduled tour of duty 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.

SECTION 10. OVERTIME RATES

- 10.01 To compute the base hourly rate of an employee for overtime or other purposes, the employee's yearly based salary and his longevity payment shall be added together and then divided by 2,180 hours as of January 1, 2009; 2,130 as of January 1, 2010 and 2,080 as of January 1, 2011. This represents a reduction of 50 hours in each year of the contract.

SECTION 11. SCHEDULED COMPENSATION DAYS

11.01 The Village has elected a 27-day work cycle pursuant to 7(k) of the Fair Labor Standards Act (the "Act"). Accordingly, hours worked in excess of 204 in a work cycle are considered overtime. In recognition of the fact that the current work schedule (9 shifts of 24 hours in a 27 day work cycle) may require employees to work up to 216 hours in each 27-day work cycle, employees shall receive fourteen (14) compensation days. The parties understand and expressly agree that these compensation days are granted in lieu of cash overtime payments.

11.02 The following rules as to scheduled compensation days shall apply.

- A) One (1) scheduled compensation day shall be defined as a single twenty-four (24) hour tour of duty.
- B) The Employer shall allow Employee's use of their compensation days within a reasonable period of time after a request is submitted. Except if an employee has an emergency, compensation days may be taken only on twenty-four (24) hours notice to the Director or their designee, so as to prevent undue disruption of the Employer's operation. Only one (1) officer shall be permitted to be on a compensation day on any given day.
- 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) Once approved, the Employer shall not disallow an approved compensation day except upon general mobilization of the Fire Department. Therefore, if events occur after the use of a compensation day is approved, such as another employee calling in sick, the approval for the use of the compensation day shall not be withdrawn.
- E) Every reasonable effort shall be made by the Employer to accommodate Employee requests concerning the use of compensation days. Not by the way of limiting the foregoing, the employer shall set a minimum staffing of two (2) line officers on duty on any day (24 hour tour) for any combination of vacation and/or compensation days. Employees who are absent from their tour or part of tour due to a work related injury, sick leave, delegate convention or meeting, military leave, training outside the department, etc. or other leave other than vacation and compensation days shall not reduce this minimum number of employees off from work, even when overtime pay is required to maintain minimum manning. This provision shall not in any manner effect or alter any other provision of this Agreement or Section 22 of this document.

- F) Employees may not bank more than twenty (20) twenty-four (24 hour) scheduled compensation days, the Employer shall make cash payments for any subsequent compensation days earned pursuant to this provision with such payments being paid at the straight hourly rate of pay for the employee in effect at the time of payment.
- G) Upon termination of employment, all banked compensation time shall be paid by the Employer to the Employee, at the straight hourly rate of pay in effect at that time for that Employee, within thirty (30) days of such termination, unless otherwise mutually agreed upon by the Village of Ridgewood and the Employee.

11.03 The following references pertain to the use of compensation days being used in ten (10) and fourteen (14) hour blocks. Partial compensation days will be governed by the same rules contained in Section 11.01 – 11.02 and the following:

- A) Only two (2) twenty-four (24) hour compensation days can be divided into a ten (10) and fourteen (14) hour block of time.
- B) Each ten (10) hour block of time will be used between the hours of 8:00 a.m. and 6: 00 p.m. only.
- C) Each fourteen (14) hour block of time will be used between the hours of 6:00 p.m. and 8:00 a.m. only.
- D) The Director/Chief may deny any request for a partial compensation day, if approving the requested compensation day will disrupt the day-to-day operation of the department.
- E) The ASSOCIATION agrees that this variation on the use and approval of compensation days is on a trial basis and subject to review by the Director/Chief and may be canceled at the sole discretion of the Director/Chief or his designee by giving sixty (60) days notice to the FOA.
- F) All compensatory time, including time under the 10/14 hour trial, shall be subject to the 480-hour bank limit. No employee shall be allowed to bank in excess of 480 hours of Compensatory Time.

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SECTION 12. 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 ½).
- 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.

SECTION 13. SCHOOLING/TRAINING

- 13.01 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.

SECTION 14. TRAINING PAY

- 14.01 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 ½) when required to attend training courses on their own time.

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SECTION 15. SICK LEAVE

- 15.01 Each employee shall be granted sick leave in accordance with current Village practices. Any unused sick leave shall accumulate from year to year. In the Village Employee Handbook, the term "serious illness" is to be defined in accordance with the New Jersey Family Leave Act.
- 15.02 Upon retirement, each employee shall be entitled to take such accumulated sick leave days as terminal leave, up to a maximum allowance of one-half (1/2) of the total accumulation or six (6) months, whichever shall be the lesser.
- 15.03 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.

SECTION 16. SICK LEAVE NON-USE INCENTIVE PROGRAM

- 16.01 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, employees covered by this Agreement shall receive an incentive to minimize the use of sick leave. Effective January 1st, 2009, if an employee uses one (1) day or less sick leave during the period of January 1 to June 30 in any calendar year, and the period July 1 to December 31 in any calendar year, the employee shall be entitled to twelve (12) hours of straight time pay for each six (6) month period. If an employee uses two (2) days or less sick leave during the period of January 1 to June 30 in any calendar year and the period July 1 to December 31 in any calendar year, the employee shall be entitled to six (6) hours of

straight time pay for each six (6) month period. The amount is calculated by dividing the respective employee's base annual compensation (base wage and longevity entitlement) by two thousand and eighty (2,080) hours. The incentive will be paid no later than the second pay period after the six (6) month period has ended.

17. SECTION 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 ½) the straight time hourly rate of pay with a minimum guarantee of two (2) hours work or pay in lieu thereof.

SECTION 18. 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:

YEARS OF SERVICE	PERCENTAGE OF LONGEVITY
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.

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18.04 Employees hired after July 1, 1987 shall not accumulate longevity in excess of ten percent (10%).

Their longevity system shall be as follows

YEARS OF SERVICE	PERCENTAGE OF LONGEVITY
4	2%
8	4%
12	6%
16	8%
20	10%

SECTION 19. 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 In lieu of the annual uniform allowance, the sum of Five Hundred Fifty Dollars (\$550.00) will be included in an officer's base pay as of January 1, 2005. This sum shall be added to the base after the January 1, 2005 percentage increase set forth in Section 8.

19.03 An employee's uniform, which is required in his capacity as a fire officer 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/Chief 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 ASSOCIATION, if approved by the Employer, shall be paid by each employee.

19.05 Utilization of Section 18.04 shall not diminish the clothing allowance set forth in this Agreement.

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- 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 fire-fighting 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.

SECTION 20. UNIFORM REGULATIONS

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

SECTION 21. 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.
- 21.04 Effective upon the execution of this contract, whenever a Captain is placed in charge of the Fire Department, for more than four (4) hours, due to the absence of the Chief and Deputy Chief, he/she shall be compensated as follows:
- On Duty: He/she shall receive acting pay equal to a five (5) percent increase in pay for the day.
 - Off Duty: He/she shall receive eight (8) hours of straight time pay for every twenty-four (24) hour period. For any period less than eight (8) hours, but greater than four (4) hours, he/she shall receive hour for hour straight pay.

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SECTION 21A. FIRE INSPECTORS STIPEND

21.01B Fire Department Officers who complete the ninety (90) hour fire inspector training and who receive and maintain certification as a Fire Inspector shall receive an annual stipend, if accepted into the Fire Department program. Said stipend shall be \$1,200.00 per year. "Fire Inspector" status shall be determined by the New Jersey Division of Fire Safety and NJAC 5:71-4.

SECTION 21B. FIREFIGHTER III PROFICIENCY PAYMENTS

21.01C Each employee covered by this Agreement, who had been certified as a "Firefighter III" shall thereafter receive, in addition to the previous proficiency payments, two hundred and fifty dollars (\$250). "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 rolled into the base pay of the employee on January 1, 2009.

SECTION 22. 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. Only one (1) officer shall be permitted to be on vacation on any given day.
- 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.

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SECTION 23. HOLIDAYS

- 23.01 As of January 1, 2005 all employees covered by this Agreement shall receive payment of eight (8) hour pay based upon annual salary including longevity divided by 2,044 in lieu of thirteen (13) paid holidays.
- 23.02 Employees shall continue to receive overtime compensation, which shall be paid at the rate of two times (2x) the employee's hourly rate on New Year's Day and the Fourth of July under current practices.
- 23.03 Holiday pay shall continue to be rolled into the employee's base pay.
- 23.04 The holidays noted herein shall be as set forth in Appendix D.

SECTION 24. 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 there from, 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.

SECTION 25. BEREAVEMENT LEAVE

25.01 All employees covered by this Agreement shall be granted up to a maximum of four (4) calendar day's leave of absence with pay for each death of a member of the employee's immediate family. The four (4) days shall include the day of the funeral. The immediate family is defined, for the purpose of this Article, to be spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchild, step relatives, or other person living as a permanent member of the employee's household. No more than one (1) day of the four (4) days may be subsequent to the funeral.

In the event the death of an employee's immediate family member requires the employee to travel to a location that includes overnight travel (over 200 miles), the employee will be entitled to one (1) additional day. In this event, the employee's maximum five (5) days may include up to two (2) days beyond the funeral. Sick or vacation time may be used after the date of the funeral, with approval of the Chief/Department Director. Bereavement leave shall not be charged to accumulated sick leave. Bereavement leave shall be available as necessary and shall not be limited to a maximum number of days per year.

SECTION 26. MEDICAL COVERAGE

26.01 The Employer agrees to provide and pay for the State of New Jersey Health Benefits Plan for all employees covered by this agreement and their families. The employee shall have free choice of coverage from the various plans offered by the State. The employer shall have the right to obtain equivalent coverage from another plan or insurance carrier.

26.02 All increases in premium during the term of this agreement shall be borne entirely by the employer.

- 26.03 All persons covered by this agreement and enrolling for health benefits must acquire Medicare Parts A and B when eligible for same. Should a retiree with twenty-three years (23) of service credit in the pension not have sufficient quarters of Social Security credit to obtain Medicare Parts A and B, the Village will reimburse that employee the costs thereof. The reimbursement shall commence once the said employee has provided the Village of proof of enrollment. Proof of enrollment shall be a copy of either a Medicare enrollment card or a confirmation letter of enrollment from the Social Security Administration. Reimbursement payments for Part A and B will be made semi-annually.
- 26.04 If an employee retires with less than twenty-three (23) years of service credit in the pension system to the Village, then the employee shall be entitled to continue the plan described above at his own cost and expense.
- 26.05 The Village shall continue to provide, at no cost to the employee, a prescription drug plan, which will be equivalent to that administered by the State Health Benefits Plan. The Village shall also retain the right to provide similar coverage from another plan or insurance carrier. The lifetime cap and prescription drug insurance for such benefits shall be set at the amount specified in the New Jersey State Health Benefits Plan.
- 26.06 The Village will pay up to a maximum of twenty dollars (\$20.00) per month toward the total of a dental plan similar to the current plan administered by Delta Dental of New Jersey. The Village shall also retain the right to provide similar coverage from another plan or insurance carrier.
- 26.07 Employees covered by this Agreement shall be eligible for up to \$100.00 per year payment from the Village as self-administered eyeglass plan. To be eligible for reimbursement, the employee must first provide proof of an eye examination. In any two (2) year period, in which the Village would reimburse up to \$100.00 per year, the employee must have at least one (1) eye examination. The remaining amount of eligible \$200.00 (\$100.00 per year for two (2) years) can be spent on eyeglasses or contacts purchase. Vouchers for either examination or eyeglass/contact expense shall be presented to the Finance Department for reimbursement.

26.08 The Employer shall continue to provide the full family medical plans, as established above, for each employee who retires with twenty-three (23) or more years of service to the Village and a pension service retirement or a disability retirement through the employee's entire period of retirement. The lifetime cap and prescription drug insurance for such benefits shall be set at the amount specified in the New Jersey State Health Benefits Plan.

26.09 The Village of Ridgewood shall have the option of deducting up to twenty dollars (\$20.00) towards a medical co-payment for insurance in each of up to twenty-four (24) pays (maximum total four hundred eighty dollars (\$480.00) per year). This provision shall take effect March 1, 2009. The co-payment provision provided in this paragraph shall not be effective retroactively to any retiree from either bargaining unit. If a future retiree separates from service while there is an effective co-pay provision in place, it shall continue into said future retirees' retirement term at that same rate of contribution.

SECTION 27. 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.

SECTION 28. 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 offensive material or material offensive to the mission or purpose of the Fire Department shall be permitted to be posted on said bulletin board.

SECTION 29. 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 funereal services for the said deceased officer.
- 29.02 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 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/Chief, Department of Fire.

SECTION 30. 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.

SECTION 31. 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 grievance. The immediate supervisor shall render a decision within five (5) calendar days of his receipt of the grievance.

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(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.

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(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 State of New Jersey, Department of Personnel 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 Department of Personnel 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 contract 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.

SECTION 32. MUTUALS

32.01 Employees shall continue to be granted unlimited special leave with pay for any day on which he is able to secure another employee to work in his place, in accordance with current practices and 4A of the Procedural Guide.

SECTION 33. 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.) 52:14-15.9e 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.

SECTION 34. PERSONNEL FILES

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

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- 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/Chief, or his designated representative. Each review shall be conducted in the presence of the Director/Chief 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 personnel history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed there from.

SECTION 35. 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.

SECTION 36. 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.

SECTION 37. 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.

SECTION 38. EMPLOYEE ORGANIZATION BUSINESS

38.01 Necessary time off without loss of pay shall be granted to two (2) representatives of the Association (FMBA and Fire Officers inclusive) to attend the annual State convention and one (1) representative of the FMBA 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 FOA and FMBA meetings.

SECTION 39. 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-alerting receiver in the home of as many fire officers 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 fire officer shall keep the alarm system turned on and shall respond to calls in accordance with established procedures.

SECTION 40. 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 Department of Personnel 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 management's 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 (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."

SECTION 41. AGENCY SHOP

- 41.01 Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the ASSOCIATION within thirty (30) days thereafter, any new 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 FOA by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular FOA membership dues, fees and assessments as certified to the Employer by the FOA. The FOA may revise its certification of the amount of the representation fee at any time to reflect changes in the regular FOA membership dues, fees and assessments. The FOA's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the FOA 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 FOA and the Employer.
- 41.02 The FOA 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 FOA under this Article.

SECTION 42. DEATH OF EMPLOYEE

42.01 In case of an employee death after ten (10) years of service, but prior to retirement, the employee's estate would be entitled to one-half (1/2) of the accrued sick time up to a maximum of six (6) months.

SECTION 43. SAFETY COMMITTEE

43.01 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.

SECTION 44. EMT STIPENDS

44.01 No Fire Officers with the rank of Lieutenant or above shall be accepted into the program.

SECTION 45. MINOR DISCIPLINE

The parties agree to include a minor disciplinary policy to the collective negotiations agreement as provided by N.J.S.A. 34:13A-5.3 as follows:

- A. Any Fire officer who is issued a minor discipline shall be provided written notice of such discipline in the form of a Notice of Minor Disciplinary Action. Such notice shall contain a reasonable specification of the nature of the charge, a general description of the alleged action or conduct upon which the charge is based and the nature of the discipline being imposed.
- B. Within five (5) days of receipt of the Notice of Minor Disciplinary Action, an officer may request review of the discipline before the Fire Chief. Such review will be held as expeditiously as possible. The officer will be given an opportunity to present evidence as to why he/she believes the discipline is not justified. Within five (5) days of said meeting, the Fire Chief shall investigate the disciplinary action and shall advise the employee as to his/her decision.
- C. Within five (5) days of receipt of the Fire Chief's determination, the officer may seek review by the Village Manager. The Village Manager shall investigate the matter and shall render a decision as to the legitimacy of the discipline. The Village Manager shall issue a decision within five (5) days.

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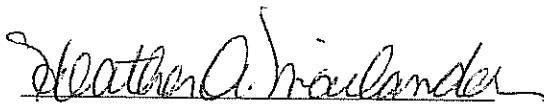
- D. Within ten (10) days of receipt of the decision of the Village Manager, the aggrieved Fire Officer may seek review of the decision of the Village Manager by way of filing a "Request for a Submission of a Panel of Arbitrators" to the Director Arbitration of the Public Employment Relations Commission. The Rules and Regulations of the Public Employment Relations Commission governing grievance arbitration shall be applicable to the selection of the arbitrator and the conduct of the arbitration proceeding.
- E. The arbitrator shall review the decision of the Village Manager under a traditional "just cause" standard of review. The arbitrator shall be empowered to reverse or modify any disciplinary penalty imposed by the Village Manager and to award other "make whole" remedies that may be deemed just and proper by the arbitrator.
- F. The arbitrator shall have no power to increase the disciplinary penalty imposed by The Village Manager
- G. The cost of the arbitration shall be borne equally by both parties.


46.00 RATIFICATION

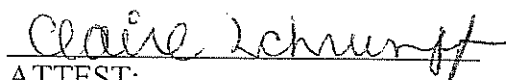
46.01 This Contract is subject to ratification by both the Village of Ridgewood and the Fire Officers Association. All Committee members agree to recommend ratification.

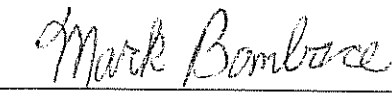
SECTION 47. TERM OF CONTRACT

47.01 This contract shall take effect on January 1, 2009 and shall terminate on December 31, 2012.


ATTEST:
Heather A. Maulander
Village Clerk


James M. Ten Hoeve, Village Manager
Village of Ridgewood


ATTEST:


Mark Bombace
Ridgewood Fire Officers Association

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APPENDIX A

SALARIES

Fire officers who were promoted prior to January 1, 2000

		<i>Jan. 1, 2009</i>	<i>July 1, 2009</i>	<i>Jan. 1, 2010</i>	<i>July 1, 2010</i>
Lieutenant	STEP 1	\$100,204	\$101,707	\$104,250	\$105,813
	STEP 2	\$105,706	\$107,292	\$109,974	\$111,624
Captain	STEP 1	\$110,360	\$112,015	\$114,815	\$116,538
	STEP 2	\$116,184	\$117,927	\$120,875	\$122,688

		<i>Jan. 1, 2011</i>	<i>July 1, 2011</i>	<i>Jan. 1, 2012</i>	<i>July 1, 2012</i>
Lieutenant	STEP 1	\$108,459	\$110,086	\$112,838	\$114,530
	STEP 2	\$114,414	\$116,131	\$119,034	\$120,819
Captain	STEP 1	\$119,451	\$121,243	\$124,274	\$126,138
	STEP 2	\$125,755	\$127,641	\$130,832	\$132,795

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Fire officers who were promoted after January 1, 2000

		<i>Jan. 1, 2009</i>	<i>July 1, 2009</i>	<i>Jan. 1, 2010</i>	<i>July 1, 2010</i>
Lieutenant	STEP 1	\$100,204	\$101,707	\$104,250	\$105,813
	STEP 2	\$102,956	\$104,500	\$107,113	\$108,720
	STEP 3	\$105,706	\$107,292	\$109,974	\$111,624
Captain	STEP 1	\$110,360	\$112,015	\$114,815	\$116,538
	STEP 2	\$113,274	\$114,973	\$117,847	\$119,615
	STEP 3	\$116,184	\$117,927	\$120,875	\$122,688

		<i>Jan. 1, 2011</i>	<i>July 1, 2011</i>	<i>Jan. 1, 2012</i>	<i>July 1, 2012</i>
Lieutenant	STEP 1	\$108,459	\$110,086	\$112,838	\$114,530
	STEP 2	\$111,438	\$113,109	\$115,937	\$117,676
	STEP 3	\$114,414	\$116,131	\$119,034	\$120,819
Captain	STEP 1	\$119,451	\$121,243	\$124,274	\$126,138
	STEP 2	\$122,605	\$124,444	\$127,555	\$129,469
	STEP 3	\$125,755	\$127,641	\$130,832	\$132,795

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APPENDIX B

UNIFORMS

Uniforms for reporting on duty will be the dark blue work uniform with embroidery on shirt collar. Regulation black shoes, black socks.

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

Shirts - Mutual dates 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 Fire officer 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 (1) long sleeve shirt and one (1) 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:

Less than one (1) Year	One (1) 24-hour tour for each Service. two (2) months of service.
Upon completion of one (1) year	Six (6) 24 hour tours of duty. up to and including fifth (5th) Year.
Upon completion of five (5) years	Seven (7) 24 hour tours of duty. up to and including completion of ten (10) years.
Upon completion of ten (10) years	Eight (8) 24 hour tours of duty. up to and including completion of fifteen (15) years.
Upon completion of fifteen (15) years	Ten (10) 24 hour tours of duty.
After completion of twenty (20) years	Eleven (11) 24 hour tours of duty

Contract language for the rules and regulations regarding the use of vacation days earned above the basic nine (9) days obtained after fifteen (15) years of service.

At the option of the employee, the vacation day(s) earned above nine (9) days may be utilized in one of the following ways:

- During the time of vacation day selections, if the employee wants to take the vacation day(s) as days off, he/she may select when to take the day(s) off.
- Employee may choose the option of receiving payment for each day over nine (9) as $3/365^{\text{th}}$ of annual salary per day.
- Employee can bank the day(s) at the time of vacation selection for the year and decide at any time during the calendar year if they want to take the cash payment or request, through the Director/Chief, permission to use the day subject to the following restrictions:

- Extra vacation days can be approved for use provided they do not directly cause overtime.
 - Days previously approved for use by the Director/Chief will not be canceled unless there is a full mobilization of the Department or his/her designee to meet a clear and present danger confronting the employer.
 - Extra vacation days can be used as the third day off when other vacation days are already scheduled for any given day. If the extra vacation day is approved as the third day, the ASSOCIATION agrees that no additional days (compensation days) will be approved for that day.
 - At the discretion of the Director/Chief, any outstanding vacation days can be denied for use as days off and payment of 3/365th of the salary made during the earliest pay period after the denial, unless the employee wants to continue to bank the day.
- (B) All extra vacation days will either be used or a cash payment made during the year the day is earned. No days are to be carried into the following year except as provided in Section 21.02 or the vacations will be scheduled in accordance with the rules and regulations established by the Director/Chief of Fire.
- (C) 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/Chief.
- (D) Vacation choices shall be based on seniority within each platoon. Seniority shall be based on the number of years on the Department since the most recent date of hire. Firefighter shall select vacations from firefighter's only list with superior officers selecting vacations from a separate list.
- (E) 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.
- (F) The extra vacation days to be picked or, the second round of picks may be taken during any open vacation period.

- (G) Vacation pay for any retiring fire officer 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

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

