

1122-1185

AGREEMENT
BETWEEN
THE COUNTY OF BERGEN
AND
THE INTERNATIONAL ASSOCIATION OF FIRE-FIGHTERS
LOCAL # 3500

JANUARY 1, 2012 THROUGH DECEMBER 31, 2015

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PREAMBLE

This Agreement, made on this _____ day of _____, 2016, by and between the County of Bergen (hereinafter referred to as the "Employer") and the International Association of Fire Fighters Local #3500 (hereinafter known as the "Union/Local.")

WITNESSETH:

WHEREAS, it is the desire, intent and purpose of the parties hereto that this Agreement shall provide for improved services through the maintenance of high standards of education and it is also the intent of the parties that this Agreement shall make the provision for the terms and conditions of employment to be observed between the parties hereto in order that good employee-employer relations will continue to exist.

Now, Therefore, in consideration of the premises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties herein as follows:

ARTICLE 1

RECOGNITION

The Employer recognizes the International Association of Fire Fighters, Local 3500 as the exclusive representative of specific Fire Instructors and Senior Fire Instructors (Docket #RO-93-168) for the purpose of collective negotiations under Chapter 303 of the Public Laws of New Jersey and Chapter 123 of the Public Laws of New Jersey of 1974 and any amendatory provisions as may be made thereto, with respect to salary, hours of work and other terms and conditions of employment. The International Association of Fire Fighters, Local 3500 shall serve as the exclusive representative for purpose of collective negotiations as aforesaid for all Per Diem Fire Instructors and all Per Diem Senior Fire Instructors, but excluding all others.

ARTICLE 2

UNION NOTIFICATION

Section 1.

The Union and the Local Unit President shall be notified, in writing, at the Employer's earliest convenience, not to exceed ten (10) working days, exclusive of Saturdays, Sundays and holidays, of any and all proposed new rules, policies, procedures and/or modifications of existing rules, policies and procedures governing working conditions. Changes which are the subject of mandatory negotiation with the Union before they are established or promulgated.

Section 2.

The Employer agrees to notify both the Union and the Local Unit President of all newly hired employees represented by the Association. Notification shall be monthly and information shall include the name, full address, telephone number, shift, unit assignment and date of employment. Monthly notice will also be given of change in professional status,

termination/resignation, change in unit assignment or position, name change and/or leave of absence.

Newly hired employees shall be advised that the Bargaining Unit is represented by the Union for all terms and conditions of employment and of the existence of an Agency Shop.

Section 3.

Time for negotiations will be mutually agreed upon by the Union and Employer. One (1) member of the Local Union negotiation committee shall be considered on duty while attending negotiations and shall receive the customary rate of pay.

Section 4.

Working days, in this Article, shall be defined as Monday through Friday, irrespective of whether the employee works the days in question or holidays.

ARTICLE 3

LABOR MANAGEMENT MEETING

Labor-Management meetings, apart from the Grievance Procedure, for matters considered important by either the Union or the Employer may be arranged by mutual agreement between the Union, Local President and the County Director of Personnel or his/her designee. Such meeting shall be attended by such representatives of the parties as each deem useful to the discussion. Arrangement for the time, date and place of such conferences shall be made as far in advance as possible, including a proposed list of employee attendees, and with an agenda of the matters to be taken up at the meeting. These shall be limited to those included in the agenda, unless mutually agreed to the contrary. The members of the Local attending such conferences shall not lose time or pay for time so spent, not for up to one-half (1/2) hour spent in meeting together preceding such a conference. Minutes will be taken. Minutes shall be signed and accepted by both parties prior to the end of the meeting. Any written response will be sent upon request within a ten (10) working day period. The Local's Representative shall be released from duty without loss of pay to attend labor-management meetings. Working days, in this Article, shall be defined as Monday through Friday, irrespective of whether the employee works the days in question or holidays.

ARTICLE 4

MANAGEMENT RIGHTS

The Employer has both the legal responsibility and the sole right to manage and, except as specifically limited in this Agreement, to: (a) hire, assign, transfer, promote, schedule, lay off, recall, discipline, demote, discharge for good cause its employees and direct them in their work; and, (b) control all Employer property. Except as this Agreement otherwise specifically provides, the management of the Employer and the direction of the work force shall be in the sole discretion and the sole responsibility of the Employer and, except as otherwise provided herein, the Employer retains the sole and exclusive right to promulgate rules and regulations within applicable statutes; direct, designate, schedule and assign duties to the work force; plan, direct

and control the entire operations to any location or discontinue the same in whole or in part; merge with any other institution; make technological improvement; install or remove equipment regardless of whether or not such action causes a reduction of any kind in the number of employees, or transfers in the work force, requires the assignment of additional or different duties in conformity with existing New Jersey law, New Jersey State Civil Service Commission rules and regulations and all applicable New Jersey statutes, where applicable. Any and all rights, obligations and issues not specifically expressed within this Agreement shall remain the sole and exclusive purview of the County of Bergen.

ARTICLE 5

NO STRIKE/NO LOCK OUT

During the period of time of this Agreement and notwithstanding any change in existing law, the Union and Local Unit and the employees shall not engage in any slowdown, work stoppage, strike or other similar type of concerted action/activity. The sole method for resolving any dispute or disagreement concerning this Agreement or other elements of the employment relationship shall be covered by the procedure contained in this agreement.

In the event of an unauthorized slowdown, work stoppage, strike or other similar type of concerted action by the employees, the Union will use its best efforts to persuade the employees to return to work.

The Employer agrees that it will not lock out the Union, the Local Unit or employees during the term of this Agreement.

ARTICLE 6

PAYROLL DEDUCTIONS OF UNION DUES

A. The Employer, upon receipt of a written check-off authorization from the employee, shall deduct from the wages of the employee each payroll period dues as fixed by the Union.

B. The Employer shall be relieved of making such deductions upon:

1. Termination of employment; or,
2. Transfer of a job other than one covered by the bargaining unit; or,
3. Layoff from work; or,
4. Leave of absence; or,
5. Revocation of the check-off authorization in accordance with its terms.

C. Upon return of the employee from any of the enumerated absences in Section B, the Employer shall immediately resume the obligation and make the deductions, except those deductions for terminated employees shall cease upon termination of employment.

D. The Employer shall not be obligated to make dues deductions of any kind from any member in the bargaining unit who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

E. By approximately the fifteenth (15th) of each month, the Employer shall remit to the International Association of Fire Fighters, Local 3500 (AFL-CIO) all deductions for dues deducted for the preceding month from each payroll. As soon as possible, the Employer will, in addition to the dues, provide a list of employees in the bargaining unit from whom dues have been deducted, with the payroll run for each pay period including base rate and hours worked, with a copy to the Local President.

F. The Union shall indemnify, defend and save the Employer harmless from and against any and all claims, suits, judgments and any other form of liability as a result of the Employer making deductions in accordance with the foregoing provisions of the Article.

ARTICLE 7

AGENCY SHOP

Section 1.

Thirty (30) days after the effective date of this Agreement, a representation fee of eighty-five (85%) percent of the total regular and Local Union dues will be withheld from the paychecks of those employees covered by the Agreement who have not authorized membership in writing within thirty (30) days after the commencement of employment. The eighty-five (85%) percent representation fee will be withheld by the Employer in equal installments from each paycheck and remitted to the Union as provided in Article 6 above. A semi-annual list of employees and the amount of their respective dues deduction for either full membership or agency fee will be forwarded to the Union and to the Local Treasurer.

Section 2.

The purpose of the representation fee is to offset the cost of services rendered by the Union as majority representative of the Bargaining Unit on a pro-rated basis. At least thirty (30) days prior to the beginning of each year covered by the Agreement, the Union will give to the Employer written notice of regular Union membership charged by the Union and the Local Unit to its members for that year. The representation fee deducted by the Employer will be eighty-five (85%) percent of that amount. The Union and the Local Unit represent to the Employer that they have established a demand and return system and that they are in compliance with all requirements imposed on the Union and the Local unit pursuant to P.L. 1979, c. 477. The Employer's obligations, pursuant to this Section, is contingent upon the Union's and the Local Unit's continued compliance with the aforesaid law.

Section 3.

The Union will defend, indemnify and save the employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Employer, pursuant to Article 6 and Article 7.

ARTICLE 8

SENIORITY

Section 1.

The principle of seniority will be recognized by the Employer. Total seniority is defined as the length of time the Regular Appointee has been continuously employed by the Employer.

Section 2.

Total seniority shall apply in all circumstances where length of service is a factor.

Section 3.

Accrual and acquisition – An employee's seniority shall commence after completion of the probationary period and shall be retroactive to the date of the employee's most recent employment date. Seniority shall not accrue during unpaid leaves of absence or while an employee is on suspension, but all prior seniority shall be retained unless otherwise set forth in this Agreement.

Section 4.

Loss of Seniority – An employee's seniority shall be lost when the employee:

- a. Terminates voluntarily;
- b. Is discharged for cause;
- c. Overstays a leave of absence;
- d. Fails to apply for re-employment within the statutory period after separation from military service.

Section 5.

An annual total seniority of all those employed as of January 1 shall be furnished by the Personnel Officer to the Union and the Local President no later than January 15. The list shall include: name, date of hire, date of title, salary, unit and New Jersey Civil Service Commission status.

Section 6.

The provisions of the New Jersey Civil Service Commission rules and regulations concerning layoffs/recalls are incorporated herein by reference and made part of this Agreement.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 1. Scope

a. Any grievance or dispute which may arise between parties or between the Employer and an employee and/or the Union during the duration of this Agreement concerning, but not limited to, the application or interpretation of the Agreement will be settled under the terms of this Article.

b. The term "employee" shall mean those individuals recognized in Article 1 and shall include a single employee or a group of employees. The term "immediate superior" or her/his designee shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization. The term "representative" shall include the Union and any employee authorized to act by the Union.

c. Grievances, when initiated, must be filed with the Office of the County Personnel Director within fifteen (15) calendar days of the occurrence. Grievances affecting specifically payroll discrepancies must be filed within thirty (30) calendar days of the occurrence. There is no such thing as a continuing grievance. Failure to file within the time(s) set forth above shall be deemed as abandonment of the grievance.

d. When an employee has processed a grievance through the procedure described in Section 2, the employee may, if the grievance has not been settled to satisfaction, upon completing Step #2, elect to seek a remedy in accordance with the procedures provided by the New Jersey Civil Service Commission. This remedy is in lieu of the arbitration process described in Step #3 of the Grievance Procedure. This choice shall be binding upon the parties.

Section 2. Steps in Grievance Procedure

a. Step 1 – An employee who has a grievance will present the grievance within ten (10) working days of its occurrence or knowledge thereof to the Director of the Bergen County Law and Public Safety Institute. The grievance hearing shall be requested by the Union in writing on the appropriate forms. Within five (5) days of receipt of the Grievance notice, a meeting will be conducted by the Director of the Bergen County Law and Public Safety Institute or designee with the employee and the grievance representative for the purpose of resolving the dispute. Written notification of the hearing date will be submitted to the Union by the Director of the Bergen County Law and Public Safety Institute. A written decision will be rendered within five (5) working days of the meeting to all concerned parties.

b. Step 2 – If the grievance has not been resolved at Step 1, the employee, through the Local Union Representative, shall proceed to Step 2 within five (5) working days by serving written notice on either the County Director of Personnel or his/her designee. If no such notice is served, the grievance will be barred. Within ten (10) working days after receipt of such notice, a conference will be called by either the Director of Personnel or his/her designee with the Director of the Bergen County Law and Public Safety Institute under the Table of Organization, the Grievant, the Local Representative and the Union Representative. A written decision will be rendered within ten (10) working days to all concerned parties.

c. Step 3 – Arbitration: If the decision is unsatisfactory and no settlement is reached at Step 2 between the Union and the Employer, then within ten (10) working days after the Union receives the written decision of the Employer, the Union, but not the Local Unit or any individual employee, may notify the Employer in writing of its desire to arbitrate. If no such notice is served within ten (10) working days of the receipt of the written decision, arbitration is barred. The arbitrator shall be jointly agreed upon from a panel supplied by the Public Employment Relations Commission pursuant to its rules.

An arbitration hearing shall be held as soon as possible after a decision has been rendered at Step 2. The expenses for the arbitrator's services shall be shared equally by the parties concerned. His/her decision shall be final and binding on the parties concerned.

Section 3. General Provisions

a. The arbitrator shall rule only on the application and interpretation of the cause of the Agreement involved. He/she shall have no power to add or subtract from the Agreement.

b. To the extent necessary, the Local Unit Representative representing the grievant, will be permitted to investigate the alleged grievance during working hours without loss in pay, such hours not to exceed a total of two (2). The grievant and the representative will conduct their meeting so that it does not interfere with the Employer's Program.

c. The Employer will give written notification to the Union and the Local Grievance Chairperson, the grievant and his/her immediate superior of the grievance hearing or meetings from Step 1 through settlement of the grievance.

d. Up to three (3) grievants in a Class Action and their Local Representative shall be released from duty and allowed hearing time without loss of pay. The hearing must occur between 8:00 AM and 5:00 PM, Monday to Friday when those involved are to have been on duty.

e. The employee, the Union and Local Unit shall receive written notification of all action by the Employer as it may relate to disciplinary measures presented during the steps of the Grievance Procedure herein defined.

f. Grievances affecting two (2) or more members of the Bargaining Unit shall be considered "Class Action" Grievances. Class Action grievants shall be represented by the Local Unit President and/or the Grievance Chairperson. Such grievances may be initiated at Step 2.

g. No prejudice will attend any party in interest by reason of the utilization or participation in the Grievance Procedure. For the purpose of this Agreement, working days shall be defined as Monday through Friday, irrespective of whether the employee works the days in question or a holiday. Limitations of time may be waived by written mutual consent. By mutual consent of the Union and the Employer's Director of Personnel, a Grievance may be initiated at or removed to any Step in the Grievance Procedure.

h. If either party cancels a scheduled arbitration hearing, the party that canceled shall bear the full cost of any cancellation fees.

i. Any grievance not filed in a timely manner shall be deemed withdrawn or dismissed. Any grievance not answered in the time frame above shall be denied.

ARTICLE 10

WORKING TEST PERIOD

As per New Jersey Civil Service Commission Rules and Regulations, all newly hired employees shall complete the said Working Test Period. During a Working Test Period, an employee shall have all contractual rights except the rights to grieve a discharge. Upon the successful completion of the Working Test Period, an employee shall have seniority credit retroactive to the commencement of work.

ARTICLE 11

HOURS OF WORK

Section 1. The Work Week

The work week shall consist of no greater than nineteen (19) hours each week. However, should additional hours be required by the Employer, the employees may avail themselves of such "extra time" on an equitable basis.

Additional hours provided in the afore-mentioned regard will not alter the Party's intent regarding fringe benefits. There shall be no fringe benefits based on added hours.

Section 2. Work Schedules

The Employer will, to the extent practicable, post a schedule of each employee's assignment, including days off, four (4) weeks in advance of the start of such schedule. The schedule will remain in effect until it is superceded by a new schedule or changed by agreement between the Employer and the employee concerned. There shall be a one (1) month notice of schedule availability by the employees in this Unit.

Section 3. Weekend and Holiday Work

Weekend and holiday work assignments may be scheduled, by the Employer, as required.

ARTICLE 12

SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulations, or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in force and effect.

ARTICLE 13

EQUAL EMPLOYMENT

The Employer and the Union hereby agree to continue their practice of not discriminating against any employee for employment because of race, creed, color, national origin, age, sex, ancestry, religion, marital status, union membership or liability for services in the Armed Forces of the United States in compliance with all applicable Federal and State statutes, rules and regulations.

ARTICLE 14

NEWLY CREATED POSITIONS, TRANSFERS AND PROMOTIONS

Section 1.

All promotions, transfers and newly created positions shall be subject to the pertinent New Jersey Civil Service Commission rules and regulations.

Section 2.

Posting and Filing of Positions Procedure

a. Requests from members regarding transfer to a newly created position, demotion or promotion must be submitted to the County Director of Personnel. The County Director of Personnel will acknowledge receipt of the request in writing in three (3) working days.

b. All postings shall include title, unit, shift, starting salary and qualifications. The County Director of Personnel will send a copy of the posting to the Local Unit President. The posting shall continue for a period of ten (10) working days at which time the posting for the position will be removed. No position may be filled until it has been posted for a full ten (10) working days. First consideration shall be given to existing staff for posted positions. A job description, including position qualifications, will be made available to the applicant upon interview. The qualifications shall not be established in an arbitrary or capricious manner.

c. Within twenty (20) working days after each posting of a position, all applicants shall be notified on the decision made by the County Director of Personnel.

d. The purpose of these procedures is to allow any bargaining unit member to apply for a position in which she/he is interested and possesses the necessary qualifications. First consideration to fill position vacancies within the bargaining unit will be given to existing bargaining unit employees subject to the qualifications set forth in the job description. Where two (2) or more employees request such transfer and are of equal qualification, the Employer shall transfer the employee with the greatest bargaining unit seniority.

e. For purposes of this Article, working days shall be defined as Monday through Friday, irrespective of whether the employee works the days in question or a holiday.

ARTICLE 15

UNPAID BENEFITS (TIME NOT WORKED)

Personal Leave:

a. Basis and Amount – upon application as required, a permanent, full time, permanent part time or permanent per diem employee who has completed one (1) year or more of continuous employment will be eligible for an unpaid leave of absence. The reasons for taking such a leave shall include, but not limited to, personal issues or emergency, education, military service, adoption leave and maternity leave. Leave will not be denied in an arbitrary or capricious manner. All previously accrued seniority will be retained during a leave of absence. Seniority or other benefits will not accrue to an individual while on leave.

Personal Leave Procedure:

a. Except in the case of an emergency, application for personal leave shall be made in letter form to the employee's Director of the Bergen County Law and Public Safety Institute as soon as possible, but in no event later than four (4) weeks prior to the commencement of such a leave. The employee's Director of the Bergen County Law and Public Safety Institute or Administrative Officer will notify the employee of the decision in writing as soon as possible under the given circumstances.

b. Applications for the extension of any leave of absence will be made in writing to the employee's Director of the Bergen County Law and Public Safety Institute or Administrative Officer as soon as possible but no later than ten (10) working days (excluding Saturday, Sunday and holidays) before the scheduled expiration of such leave. The employee's Director of the Bergen County Law and Public Safety Institute or Administrative Officer shall notify the employee of the decision in writing as soon as possible under the given circumstances. An extension may be granted up to six (6) months.

c. The granting of or denial of personal leave by the Director of Public Safety or Administrative Officer is non-grievable.

Personal Leave Limitations:

An employee will be terminated for obtaining a leave by false pretenses or for failing to return from said leave without good and sufficient cause or obtaining employment elsewhere.

Military Leave:

A leave of absence will be granted for performance of duty with the reserve component thereof in accordance with applicable law. Employees will be entitled to two (2) weeks paid leave each year for National Guard or reserve duty. Should the County government adopt a policy that provides a greater benefit for military leave, such policy will be incorporated by reference into this agreement. If called to active duty, the employee will be guaranteed his/her position upon return.

Maternity Leave:

A female employee who has permanent New Jersey Civil Service Commission status, upon her request, shall be granted permission for maternity purpose.

A permanent employee may request an extension of the non-paid leave for a period of time not to exceed an additional six (6) months and the total leave shall not exceed one (1) year. Granting of an extension is in accordance with Section 2.

Family Leave:

An employee shall be eligible for family leave in accordance with applicable law.

ARTICLE 16

SALARY AND CLOTHING ALLOWANCE

1. Each member of the bargaining unit, subject to the provisions below, shall receive the following salary increases:
 - a. 0% across-the-board for calendar year 2012.
 - b. 2% or \$.50 cents per hour, whichever is greater, retroactive to January 1, 2013 for employees who are on the County's payroll as of November 5, 2014. The fifty cent (\$.50/cent) increase is in addition to the maximum hourly rate set forth in Section 2 below for any instructor who moved up to the new minimum \$16.50 hourly rate as of January 1, 2013.
 - c. 2% or \$.50 cents per hour, whichever is greater, retroactive to January 1, 2014 for employees who are on the County's payroll as of November 5, 2014.
 - d. 2% or \$.50 cents per hour, whichever is greater, retroactive to January 1, 2015.
2. Entry level instructors' salaries shall be paid as follows:

\$16.50/hour, effective January 1, 2013. This includes retroactive checks for any fire instructor that was earning less than \$16.50 an hour as of January 1, 2013 and was on the County's payroll as of November 5, 2014.
3. There shall be a Two Hundred (\$200.00) Dollar annual clothing allowance reimbursement, with submission of receipts, effective January 1, 2014 and every year thereafter.

ARTICLE 17

PREMIUMS/OUT OF TITLE

Any per diem fire instructor assigned to a higher classification (not a temporary increase in function) shall be paid the rate of Senior Fire Instructor for the period served.

ARTICLE 18

BENEFITS

Per diem employees shall have no entitlement to any fringe benefits save for the existent shift benefit (7PM to 11PM @ 45 cents/hour) and one thousand (1,000) hour instructional benefit (50 cents/hour after 1,000 instructional hours) existent at the time of the signing of this Agreement.

ARTICLE 19

DISCIPLINE/DISCHARGE

In accordance with the New Jersey Civil Service Commission rules and regulations, the Employer shall have the right to discharge, suspend or otherwise discipline an employee covered by this Agreement for just cause. In the case of written warning, suspension and/or discharge, the Employer will notify the Union and the Local Unit President in writing of such action. If the Union desires to contest such action by the Grievance Process as amended below, it shall give written notice to the Employer within ten (10) working days from the date of receipt of notice of suspension or termination. In such event, the dispute may be submitted for determination commencing at Step 3 of the grievance procedure. Working days shall be defined as Monday through Friday, irrespective of whether the employee works the days in question or holidays.

No employees shall be disciplined or met with regarding discipline without the right to representation, providing one is available.

Discipline of a major nature shall be grieved under Article 9 above, but can only be appealed through the provisions of Title 11A of the New Jersey Statutes and/or Title 4A of the New Jersey Administrative Code.

ARTICLE 20

RESIGNATION

An employee who is resigning shall give the Employer no later than two (2) weeks prior written notification. The notice will commence from the date the letter of resignation is submitted to the Director of the Bergen County Law and Public Safety Institute.

ARTICLE 21

NO PRESUMPTION AGAINST DRAFTER

This Agreement has been the result of long and arduous negotiations over a long period of time and the content and language of the Agreement shall be construed for all purposes to have been jointly drafted by both parties, and no adverse inference shall therefore be drawn against either party on construing any ambiguity that may arise hereunder.

ARTICLE 22

ENTIRE AGREEMENT

This Agreement shall constitute the sole and entire Agreement between the parties with respect to the rates of pay, wages, hours and all other conditions of employment.

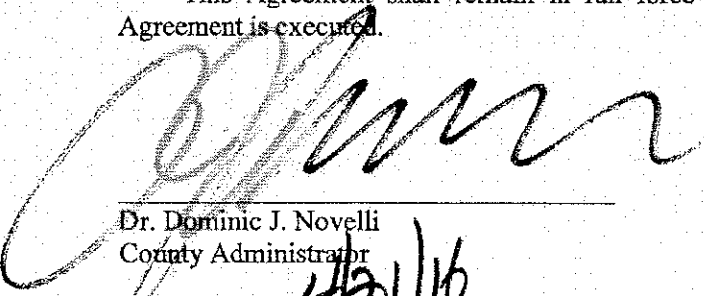
Both parties hereto acknowledge that they had full opportunity during the negotiations prior to the execution hereof to make any full demands and proposals. The Parties shall convene only with respect to significant changes in terms and conditions and solely on those issues during the terms of Agreement.

ARTICLE 23

EFFECTIVE DATES/DURATION

The term of this Agreement shall be January 1, 2012 to December 31, 2015 at 11:59 PM and it shall take effect upon the execution by both of the parties.

This Agreement shall remain in full force and effect until such time as a Successor Agreement is executed.



Dr. Dominic J. Novelli
County Administrator

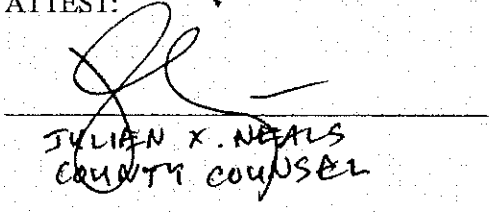
Dated: _____

4/21/16

President (PFANJ)

Dated: _____

ATTEST:



JULIAN X. NEALS
COUNTY COUNSEL

ATTEST:

ARTICLE 22

ENTIRE AGREEMENT

This Agreement shall constitute the sole and entire Agreement between the parties with respect to the rates of pay, wages, hours and all other conditions of employment.

Both parties hereto acknowledge that they had full opportunity during the negotiations prior to the execution hereof to make any full demands and proposals. The Parties shall convene only with respect to significant changes in terms and conditions and solely on those issues during the terms of Agreement.

ARTICLE 23

EFFECTIVE DATES/DURATION

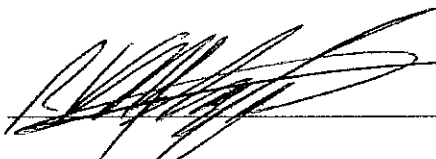
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This Agreement shall remain in full force and effect until such time as a Successor Agreement is executed.

Dr. Dominic J. Novelli
County Administrator

Dated: _____

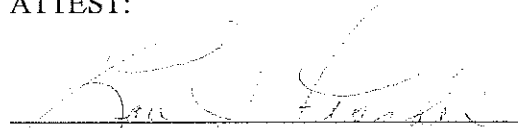
ATTEST:



President (EFANJ)

Dated: 3/7/2016

ATTEST:



LORI J. FISCHER
Notary Public of New Jersey
My Commission Expires October 7, 2016

SALARIES

	<u>(BASED ON 12/31/07)</u>	<u>D/O/H</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Alvarez, J.	\$19.73/hr \$22.87/hr	D/O/H – 7/96	\$20.47/hr	\$21.24/hr	\$22.04/hr	
Alvarez, S.	\$17.14/hr	D/O/H – 9/99	\$17.78/hr	\$18.45/hr	\$19.14/hr	\$19.86/hr
Avillo, A.	\$21.81/hr	D/O/H – 4/90	\$22.63/hr	\$23.48/hr	\$24.36/hr	\$25.27/hr
Baker, B.	\$17.14/hr	D/O/H – 11/01	\$17.78/hr	\$18.45/hr	\$19.14/hr	\$19.86/hr
Baldino, J.	\$15.84/hr	D/O/H – 2/04	\$16.43/hr	\$17.05/hr	\$17.69/hr	\$18.35/hr
Bartlett, R.	\$22.85/hr	D/O/H – 5/85	\$23.71/hr	\$24.60/hr	\$25.52/hr	\$26.48/hr
Berchtold, J.	\$21.81/hr	D/O/H – 11/92	\$22.63/hr	\$23.48/hr	\$24.36/hr	\$25.27/hr
Blohm, R.	\$19.73/hr	D/O/H – 7/96	\$20.47/hr	\$21.24/hr	\$22.04/hr	\$22.87/hr
Christensen, M.	\$14.54/hr	D/O/H – 5/07	\$15.09/hr	\$15.66/hr	\$16.25/hr	\$16.86/hr
Coletta, T. (SFI)	\$23.50/hr	D/O/H – 7/96	\$24.38/hr	\$25.29/hr	\$26.24/hr	\$27.22/hr
Dansbach, P.	\$22.85/hr	D/O/H – 2/83	\$23.71/hr	\$24.60/hr	\$25.52/hr	\$26.48/hr
Dougherty, J.	\$15.84/hr	D/O/H – 2/04	\$16.43/hr	\$17.05/hr	\$17.69/hr	\$18.35/hr
Flenner, C.	\$21.81/hr	D/O/H – 11/92	\$22.63/hr	\$23.48/hr	\$24.36/hr	\$25.27/hr
Halloran, J.	\$15.84/hr	D/O/H – 2/04	\$16.43/hr	\$17.05/hr	\$17.69/hr	\$18.35/hr
Hetzel, T.	\$19.73/hr	D/O/H – 7/96	\$20.47/hr	\$21.24/hr	\$22.04/hr	\$22.87/hr
Hodge, P.	\$19.73/hr	D/O/H – 7/96	\$20.47/hr	\$21.24/hr	\$22.04/hr	\$22.87/hr
Kalman, S.	\$15.84/hr	D/O/H – 2/04	\$16.43/hr	\$17.05/hr	\$17.69/hr	\$18.35/hr
Koonce, J.	\$17.14/hr	D/O/H – 11/01	\$17.78/hr	\$18.45/hr	\$19.14/hr	\$19.86/hr
Lewis, J.	\$19.73/hr	D/O/H – 9/95	\$20.47/hr	\$21.24/hr	\$22.04/hr	\$22.87/hr
Linz, S.	\$22.85/hr	D/O/H – 5/83	\$23.71/hr	\$24.60/hr	\$25.52/hr	\$26.48/hr
McFadden, J.	\$21.81/hr	D/O/H – 1/89	\$22.63/hr	\$23.48/hr	\$24.36/hr	\$25.27/hr
Melofchik, R.	\$21.81/hr	D/O/H – 1/89	\$22.63/hr	\$23.48/hr	\$24.36/hr	\$25.27/hr
Murphy, D.	\$22.85/hr	D/O/H – 7/84	\$23.71/hr	\$24.60/hr	\$25.52/hr	\$26.48/hr
Nasta, M. (SFI)	\$23.50/hr	D/O/H – 8/89	\$24.38/hr	\$25.29/hr	\$26.24/hr	\$27.22/hr
O'Hagan, M. (SFI)	\$23.50/hr	D/O/H – 4/82	\$24.38/hr	\$25.29/hr	\$26.24/hr	\$27.22/hr
Polster, G.	\$17.14/hr	D/O/H – 11/01	\$17.78/hr	\$18.45/hr	\$19.14/hr	\$19.86/hr
Robins, C.	\$14.54/hr	D/O/H – 8/07	\$15.09/hr	\$15.66/hr	\$16.25/hr	\$16.86/hr
Schulz, K.	\$21.81/hr	D/O/H – 8/89	\$22.63/hr	\$23.48/hr	\$24.36/hr	\$25.27/hr
Sherman, S.	\$22.85/hr	D/O/H – 2/83	\$23.71/hr	\$24.60/hr	\$25.52/hr	\$26.48/hr
Simmons, T.	\$21.81/hr	D/O/H – 2/90	\$22.63/hr	\$23.48/hr	\$24.36/hr	\$25.27/hr
Smaha, J.	\$15.84/hr	D/O/H – 2/04	\$16.43/hr	\$17.05/hr	\$17.69/hr	\$18.35/hr
Steinel, C.	\$17.14/hr	D/O/H – 4/01	\$17.78/hr	\$18.45/hr	\$19.14/hr	\$19.86/hr
Stokes, R.	\$15.84/hr	D/O/H – 2/04	\$16.43/hr	\$17.05/hr	\$17.69/hr	\$18.35/hr
Sulcov, M. (SFI)	\$23.50/hr	D/O/H – 10/76	\$24.38/hr	\$25.29/hr	\$26.24/hr	\$27.22/hr
Talarico, S. (SFI)	\$23.50/hr	D/O/H – 9/81	\$24.38/hr	\$25.29/hr	\$26.24/hr	\$27.22/hr
Todd, K.	\$17.14/hr	D/O/H – 3/98	\$17.78/hr	\$18.45/hr	\$19.14/hr	\$19.86/hr
Whitaker, A.	\$21.81/hr	D/O/H – 1/89	\$22.63/hr	\$23.48/hr	\$24.36/hr	\$25.27/hr

SFI = Senior Fire Instructor

SCHEDULE A

	<u>(based on 12/31/11)</u>	<u>DOH</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>Status</u>
Agugliaro, A.		11/1/14				\$16.50/hr	A
Alvarez, J.	\$22.86/hr	7/1/96	\$22.86/hr	\$23.36/hr	\$23.86/hr	\$24.36/hr	A
Alvarez, S.	\$19.85/hr	9/1/99	\$19.85/hr	\$20.35/hr	\$20.85/hr	\$21.35/hr	A
Avillo, A.	\$25.26/hr	4/1/90	\$25.26/hr	\$25.26/hr	\$25.26/hr		Resigned
Baker, B.	\$19.85/hr	11//01	\$19.85/hr	\$20.35/hr	\$20.85/hr	\$21.35/hr	A
Baldino, J.		2//04					Resigned
Bartlett, R.	\$26.47/hr	5/1/85	\$26.47/hr	\$27.00/hr	\$27.54/hr	\$28.09/hr	A
Barzelatta, A.		12/1/14				\$16.50/hr	A
Berchtold, J.	\$25.26/hr	11/1/92	\$25.26/hr	\$25.77/hr	\$26.28/hr	\$26.81/hr	A
Blohm, R.	\$22.86/hr	7/1/96	\$22.86/hr	\$23.36/hr	\$23.86/hr	\$24.36/hr	Director
Cassello, S.		8/1/15				\$16.50/hr	A
Christensen, M.	\$17.39/hr	5/1/07	\$17.39/hr	\$17.89/hr	\$18.39/hr	\$18.89/hr	A
Coletta, T. (SFI)	\$27.07/hr	7/1/96	\$27.07/hr	\$27.61/hr	\$28.16/hr	\$28.73/hr	A
Dansbach, P.	\$26.47/hr	2/1/83	\$26.47/hr	\$27.00/hr	\$27.54/hr	\$28.09/hr	A
De Giglio, M.		1/1/16				\$16.50/hr (2016)	A
Dixon, J.	\$14.54/hr	6/1/11	\$14.54/hr	\$16.50/hr	\$17.50/hr	\$18.00/hr	A
Dougherty, J.	\$18.34/hr	2//04	\$18.34/hr	\$18.84/hr	\$19.34/hr	\$19.84/hr	A
Fleener, C.	\$25.26/hr	11/1/92	\$25.26/hr	\$25.77/hr	\$26.28/hr	\$26.81/hr	A
Francis, R.		1/1/16				\$16.50/hr (2016)	A
Franco, M.		10/1/15				\$16.50/hr	A
Garris, J.		1/1/16				\$16.50/hr (2016)	A
Gary, A.		4/1/13		\$16.50/hr	\$17.00/hr	\$17.50/hr	A
Gentile, A.	\$14.52/hr	8/1/11	\$14.52/hr	\$16.50/hr	\$17.50/hr	\$18.00/hr	A
Halloran, J.		2//04					Resigned
Hetzel, T.	\$22.86/hr	7/1/96	\$22.86/hr	\$23.36/hr	\$23.86/hr	\$24.36/hr	Retired
Hodge, P.	\$22.86/hr	7/1/96	\$22.86/hr	\$23.36/hr	\$23.86/hr	\$24.36/hr	A
Hrywniak, J.	\$14.52/hr	5/1/11	\$14.52/hr	\$17.00/hr	\$17.50/hr	\$18.00/hr	A
Kalman, S.	\$18.34/hr	2//04	\$18.34/hr	\$18.84/hr	\$19.34/hr	\$19.84/hr	A
Koonce, J.	\$19.85/hr	11//01	\$19.85/hr	\$20.35/hr	\$20.85/hr	\$21.35/hr	A
Kovacs, J.		4/1/13		\$16.50/hr	\$17.00/hr	\$17.50/hr	A
Kovacs, K.		10/1/15				\$16.50/hr	A
Lewis, J.	\$22.86/hr	9/1/95	\$22.86/hr	\$23.36/hr	\$23.86/hr	\$24.36/hr	A
Linz, S.	\$26.47/hr	5/1/83	\$26.47/hr	\$27.00/hr	\$27.54/hr	\$28.09/hr	A
Mara, J.		9/1/15				\$16.50/hr	A
McFadden, J.	\$25.26/hr	1/1/89	\$25.26/hr	\$25.77/hr	\$26.28/hr	\$26.81/hr	A
Melofchik, R.	\$25.26/hr	1/1/89	\$25.26/hr	\$25.77/hr	\$26.28/hr	\$26.81/hr	A
Murphy, D.	\$26.47/hr	7/1/84	\$26.47/hr	\$27.00/hr	\$27.54/hr	\$28.09/hr	A
Nasta, M. (SFI)	\$27.07/hr	8/1/89	\$27.07/hr	\$27.61/hr	\$28.16/hr	\$28.73/hr	(32.53) 10/19/15 Not in union
O'Hagan, M. (SFI)	\$28.27/hr	4/1/82	\$28.27/hr	\$28.84/hr	\$29.41/hr	\$30.00/hr	A
Pesler, W.		9/1/15				\$16.50/hr	A
Polster, G.	\$19.85/hr	11//01	\$19.85/hr	\$20.35/hr	\$20.85/hr	\$21.35/hr	A
Prunes, A.		4/1/13		\$16.50/hr	\$17.00/hr	\$17.50/hr	A
Robins, C.	\$17.39/hr	8//07	\$17.39/hr	\$17.89/hr	\$18.39/hr	\$18.89/hr	A

	<u>(based on 12/31/11)</u>	<u>DOH</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>Status</u>
Schulz, K.	\$25.26/hr	8/1/89	\$25.26/hr	\$25.77/hr	\$26.28/hr	\$26.81/hr	A
Schwartz, J.		1/1/16				\$14.00/hr(2016)	A
Sherman, S.	\$26.47/hr	2/1/83	\$26.47/hr	\$27.00/hr	\$27.54/hr	\$28.09/hr	Retired
Simmons, T.	\$25.26/hr	2/1/90	\$25.26/hr	\$25.77/hr	\$26.28/hr	\$26.81/hr	A
Smaha, J.	\$18.34/hr	2/04	\$18.34/hr	\$18.84/hr	\$19.34/hr	\$19.84/hr	A
Steinel, C.	\$19.85/hr	4/01	\$19.85/hr	\$20.35/hr	\$20.85/hr	\$21.35/hr	A
Stokes, R.	\$18.34/hr	2/04	\$18.34/hr	\$18.84/hr	\$19.34/hr	\$19.84/hr	A
Sulcov, M. (SFI)	\$28.27/hr	10/1/76	\$28.27/hr	\$28.84/hr	\$29.41/hr	\$30.00/hr	A
Talarico, S. (SFI)	\$28.27/hr	9/1/81	\$28.27/hr	\$28.84/hr	\$29.41/hr	\$30.00/hr	A
Tanis, L.		8/1/15				\$16.50/hr	A
Todd, K.	\$19.85/hr	3/1/98	\$19.85/hr	\$20.35/hr	\$20.85/hr	\$21.35/hr	A
Whitaker, A.	\$25.26/hr	1/1/89	\$25.26/hr				Retired

All those listed above who left the County's employ for any reason before November 5, 2014 shall not be entitled to a pay raise for 2012, 2013 and/or 2014.



**POLICE AND FIRE
COLLECTIVE BARGAINING AGREEMENT SUMMARY FORM**

Section I: Agreement Details

Public Employer: County of Bergen County: Bergen
 Employee Organization: The International Association of Fire-Fighters 3500 Employees in Unit: _____
 Base Year Contract Term: 1/1/2008 12/31/2011 New Contract Term 1/1/2012 12/31/2015
 Type of Settlement: Arbitrator's Award Fact-Finder Recommendation Voluntary Settlement

Section II: Statutory Definition of Base Salary

N.J.S.A. 34:13A-16.7(a): Base salary is the salary provided pursuant to a salary guide or table and any amount provided pursuant to a salary increment, including any amount provided for longevity or length of service. It shall also include any other item agreed to by the parties, or any other item that was included in the base salary as understood by the parties in the prior contract. Base salary shall not include non-salary economic issues, pension, and health and medical insurance costs.

	Base Year - Total Costs <i>(Last Year of Previous agreement)</i>		New Base Year - Total Costs <i>(First Year of Successor agreement)</i>	
	Column A	Column B	Column C	Column D
	Economic Inside Base Salary	Non-salary Economic Outside Base Salary	Economic Inside Base Salary	Non-salary Economic Outside Base Salary
Section III: Economic - Costs inside base salary				
Salary				
Increment		N/A		N/A
Longevity				
Section IV: Additional Costs List economic items: indicate either inside or outside base salary as agreed to between the parties.				
<u>Item Description</u>				
Item 1				
Item 2				
Item 3				
Item 4				
Item 5				
Item 6				
Item 7				
Item 8				
Item 9				
Any additional items list on separate sheet Additional Items				
Section V: Totals - Sum of costs in each column				
	(Total Economic) Section III & IV	(Total Non-salary Economic)	(Total Economic) Section III & IV	(Total Non-salary Economic)

Section VI: Analysis of new successor agreement

NEW AGREEMENT ANALYSIS

Total Economic Base Year (previous agreement) _____
 Effective Date (m/d/yyyy) _____
 Percent Increase

Section VII: Impact of Settlement - average annual increase over term of agreement

Percentage Impact (average per year over term of agreement) _____
 Dollar Impact (average per year over term of agreement) _____

Section VIII

<u>Medical Costs</u>	Base Year	Year 1
Cost of Health Plan		
Employee Contributions		
Prescription		
Dental		
Vision		

The undersigned certifies that the foregoing figures are true and is aware that if any of the foregoing items are false, s/he is subject to punishment.

Section IX

Prepared by: _____ Title: _____
 _____ Signature _____ Date: _____

Certification

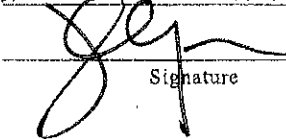
I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning _____ thru _____.

Employer: BERGEN COUNTY

County: BERGEN

Date: _____

Name: JULIEN X. NEALS
Print Name

Title: ACTING COUNTY ADMINISTRATOR / COUNTY COUNSEL

Signature