

**RE-OPENER TO COLLECTIVE BARGAINING AGREEMENT
BETWEEN VILLAGE OF RIDGEWOOD AND FMBA LOCAL #47
JANUARY 1, 2009 THROUGH DECEMBER 31, 2012**

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as "Agreement") is entered into this 20th day of May 2010 between Village of Ridgewood (hereinafter referred to as "Village") and Ridgewood Firemen's Mutual Benevolent Association Local No. 47 (hereinafter referred to as "FMBA").

WHEREAS, the FMBA is the exclusive representative of all full-time uniformed Firefighters employed by the Village; and

WHEREAS, the parties previously negotiated and entered into a collective bargaining agreement with respect to the terms of an agreement for Firefighters employed by the Village for the period January 1, 2009 to December 31, 2012; and

WHEREAS, in or about September 2009, the Village advised the FMBA that it was seeking to re-open the parties current collective bargaining agreement; and

WHEREAS, the FMBA and the Village are desirous of reaching a resolution of issues presented at negotiation sessions relating to the Village's desire to re-open the parties collective bargaining agreement; and

WHEREAS, the parties have agreed to resolve the issues presented in this matter according to the terms set forth below; and

NOW, THEREFORE, BE IT RESOLVED, that the parties hereby agree and intend to be legally bound by the following terms and conditions:

1. Duration. The current collective bargaining agreement which is effective from January 1, 2009 through December 31, 2012 shall be extended for an additional two years so that the collective bargaining agreement will now be effective from January 1, 2009 through December 31, 2014.
2. Salary Increases. The salary increases to be effective for the duration of the Agreement shall be as follows:
 - July 1, 2010 - The 1.5% increase will be deferred until December 31, 2010;
 - January 1, 2011 – 2.5% increase to be paid on January 1, 2011;
 - July 1, 2011 – The 1.5% increase will be deferred until December 31, 2011;
 - January 1, 2012 - 2.5% increase to be paid on January 1, 2012;
 - July 1, 2012 - The 1.5% increase will be deferred until December 31, 2012;
 - January 1, 2013 - 2.5% increase to be paid on January 1, 2013;
 - July 1, 2013 - The 1.5% increase will be deferred until December 31, 2013;
 - January 1, 2014 - 2.5% increase to be paid on January 1, 2014.
3. Salary Increase Deferral. Any member who is planning to retire from

employment with the Fire Department between July 1 and December 31 of any year of the Agreement that notifies the Village of their intention to retire by June 1 of the year prior to their retirement will receive any deferred payment they will be entitled to on July 1 of each year. This means, for example, if an individual plans on retiring on August 1, 2013, they must notify the Village of their decision to retire on June 1, 2012 so that they receive the 1.5% increase on July 1, 2012 and July 1, 2013 instead of December 31 of 2012 and 2013 respectively.

4. Health Insurance Contribution. Employees hired prior to the execution of this Agreement shall continue to solely pay \$20.00 per pay (\$480.00 annually) towards their health benefits until September 30, 2014. The \$20.00 payment towards health benefits shall be eliminated on September 30, 2014. Effective October 1, 2014, the State mandated medical contribution will become effective for all members who will not be retiring by December 31, 2014. Retirement papers must be submitted and approved by the New Jersey Division of Pensions and Benefits by September 30, 2014 in order to avoid the State mandated health benefits payment for active employees. New hires hired after the execution of this agreement will be required to contribute the State mandated contribution towards their health benefits. New hires hired after the execution of this Agreement will not be required to contribute an additional \$20.00 per pay (\$480.00 annually) towards the cost of health benefits.
5. Overtime. Upon execution of this Agreement, each member of the Fire Department will be required to work one 24-hour overtime shift at time and one half (1 ½) to be compensated in the form of 36 hours of compensatory time off to be called "OT Time", in lieu of receiving cash overtime pay for the 24-hour shift. Any additional overtime work completed by the member after the one OT Time shift is completed be paid in cash overtime. Both parties understand and agree that nothing in this section is meant to nor does it violate any provision of the FLSA, and all reading of the language shall be in compliance with law.

The 36 hours of "OT Time" shall be used in the following manner:

- A) The 36 hours of OT Time shall never be turned in for a cash payment at any time.
- B) The 36 hours of OT Time shall be utilized by December 31, 2012, as overseen and approved by the Chief, or it will be forfeited without pay.
- C) The use of OT Time will not cause overtime.
- D) If OT Time off is approved and prior to the use of the OT Time off it is determined that the OT Time off will cause overtime, the use of the OT Time off will be rescinded in whole or in part to alleviate the overtime and the employee will be able to reschedule the use of the OT Time off on a later date at the employees choosing.

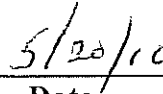
E) Any member who will retire prior to December 31, 2012 must use the OT Time off prior to their retirement date or they will forfeit the benefit without pay.

6. Compensatory Time Off Bank. With regard to the compensatory time bank for the 2010 calendar year, members of the FMBA agree that to the extent they have or will attain a full compensatory time bank of 20 days in 2010, they will not seek to cash in their unused compensatory time days from 2010. Members of the FMBA agree that they will use all of the 2010 compensatory time days by February 28, 2011, as overseen and approved by the Chief. Any member retiring from the Fire Department on or before February 28, 2011 will be exempt from the subject matter of this provision of the Agreement. Both parties understand and agree that nothing in this section is meant to nor does it violate any provision of the FLSA, and all reading of the language shall be in compliance with law.
7. New Hire Salary. Individuals hired after the execution of this Agreement shall receive a base salary that is \$2,000 less than the salary set forth in all Eight (8) levels of Appendix A of the parties' current collective bargaining agreement.

IN WITNESS WHEREOF, the VILLAGE and the FMBA have caused this Re-Opener to the Collective Bargaining Agreement to be signed by their duly authorized representatives on this 20th day of May, 2010



Kenneth Gabbert, Village Manager



Date



SFFE Greg Hillerman, FMBA President




Date


AGREEMENT IN PRINCIPLE

Village of Ridgewood/Fire Department Unions – Fire Fighters & Senior Fire Fighters (FMBA)

1. Three (3) platoons will increase to thirteen (13) Fire Fighters each
(Currently twelve (12) due to vacancies). *Forty (40) total w/Chief ^{any} Lt*
2. No change to minimum staffing (Chief decision) of nine (9) Fire Fighters (two (2) are Officers)
Per Union, additional Fire Fighters per shift “virtually eliminates overtime”.
3. Effective 1/1/11, new hires begin @ \$32,000, with a schedule of ten (10) full one (1) year steps. New schedule top salary \$110,000 – January, 2014.
4. Confirming three (3) Fire Fighters to be hired.
5. All Fire Fighters would be capped at a cash payout of five (5) twenty-four (24) hour days a year. Any members with bank over twenty (20) days would use or forfeit. Current is up to fourteen (14) payout-annually.
6. Two additional compensation days added – forty-eight (48) hours.
No overtime to be created
Two (2) additional vacation days added, one each at fifteenth (15th) year of service and twentieth (20th) year of service. Total of the additional vacation/compensatory time is sixty-five (65) hours a year.
7. “Retiring” Fire Fighters can use all sixteen (16) 24 hour days of compensatory time for cash payout in their final year of employment.
8. Manpower structure for Fire Department to be placed in an ordinance that uses language comparable to Police Department; “not to exceed”, “up to” or “not greater than” staffing levels of forty (40) man department, including Chief.
9. Union agreed to twenty-four (24) pay date structure – when all staff convert.


Greg Hillerman
President, FMBA
Village of Ridgewood Fire Department

Date: 4/21/11


Kenneth A. Gabbert
Village Manager
Village of Ridgewood

Date: 4-21-11