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CIRCULATE

JUL 28 1978

A G R E E M E N T

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0.00 PREAMBLE

0.01 THIS AGREEMENT, made this 11th day of July 1978, by and between the VILLAGE OF RIDGEWOOD, a body politic and corporate of the State of New Jersey hereinafter referred to as "The Employer," and the FIREMANS MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 47; hereinafter referred to as the "FMBA" or "ASSOCIATION."

0.02 WHEREAS, the Employer and the FMBA 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,

0.03 NOW, THEREFORE, it is agreed as follows:

1.00 EXISTING LAW

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

2.00 ASSOCIATION RECOGNITION

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

2.02 No Employee shall be compelled to join the FMBA but may do so at his option.

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

3.00 EMPLOYEES' BASIC RIGHTS

3.01 Pursuant to Chapter 303, Public Laws, 1968, the Employer hereby agrees that every Employee shall have the right freely to organize, join and support the FMBA 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 FMBA, his participation in any activities of the FMBA, 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.

LIBRARY  
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Labor Relations

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RUTGERS UNIVERSITY

4.00 MANAGEMENT RIGHTS

4.01 The Employer hereby retains and reserves into itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of New Jersey and the United States.

5.00 ASSOCIATION REPRESENTATIVES

5.01 The Employer 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 grievances in accordance with the provisions of the Collective Bargaining Agreement.
- (b) The transmission of such message and information which shall originate with, and are authorized by the Association or its officers.

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

6.00 RIGHTS OF EMPLOYEES

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

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

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

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

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

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

- (a) The interrogation of a member of the Association shall be at a reasonable hour, preferably when the member of the Association is on duty, unless the exigencies of the investigation dictate otherwise.
- (b) The interrogations shall take place at a location designated by the Director of the Fire Department.
- (c) The member of the Association shall be informed of the nature of the investigation before any interrogation commences including the name of the complainant. Sufficient information to reasonably apprise the members 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 FMBA 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 stage 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.

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

7.00 NO STRIKE PLEDGE

7.01 The FMBA covenants and agrees that during the term of this Agreement neither the FMBA nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or wilful 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, slowdown or walkout, it is covenanted and agreed that participation in any such activity by the FMBA member shall entitle the Employer to take appropriate disciplinary action, including, but not limited to, discharge in accordance with applicable law.

8.00 SALARIES

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

8.02 The base annual salary for the period covered by this Agreement shall, along with all other economic items, be deemed to be retroactive to January 1, 1978, and any monies due Employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

9.00 WORK DAY, WORK WEEK AND OVERTIME

9.01 Work in excess of the Employee's basic work schedule or term shall be considered overtime and paid at the rate of time and one-half (1½) as follows: Overtime shall not include that portion of any hour worked less than fifteen minutes. but any portion of an overtime hour of fifteen minutes to sixty minutes worked shall be compensated by a minimum of one hour's overtime pay.

9.02 Notwithstanding the provisions of 9.01 above, Employees who work overtime that has been approved in advance by the Director or his designee, due to illness or other reasons which have placed the Department under authorized strength, shall receive straight time pay for all such time worked.

9.03 All Employees may be required to work a reasonable amount of overtime.

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

10.00 HOURLY RATE

10.01 To compute the base hourly rate of an Employee for overtime or other purposes, the Employee's yearly base salary and his annual longevity payment shall be added together and then divided by 2912 hours.

11.00 SCHEDULE COMPENSATION DAYS

11.01 Each employee shall be entitled to schedule compensation days during the term of this contract as follows: 1978, one day; 1979, two days, and 1980, two days. Except by reason of an emergency 24 hour notice of intention to exercise such privilege must be given to the Director or his Designee who may then deny such leave if same should reduce platoon complement below that necessary for the Department's efficient operations. In the event, and only in the event, such leave is denied, then such privilege shall be cumulative and the denied leave taken in the following year.

11.02 The following rules as to schedule compensation day shall apply:

- (a) One schedule compensation day shall be defined as a single twenty-four (24) hour tour of duty.
- (b) Such day or days may be taken only on prior notice to the Director or his designee and shall be subject to Fire Department business or minimum staffing requirements. At least twenty-four (24) hour notice shall be given.
- (c) No reason or excuse shall be required for the taking of a schedule compensation day except where the twenty-four (24) hour notice requirement is sought to be waived.
- (d) A schedule compensation day once granted or allowed shall not be cancelled except upon general mobilization of the Fire Department.
- (e) Every reasonable effect shall be made by the employer to give the time as requested and not to withhold the time.
- (f) If a day or days are not requested pursuant to this Article by the employee and he in fact does not take the day or days allowed for that calendar year, then the entitlement to such day or days not taken shall be lost at the end of that calendar year.
- (g) If a day or days are requested during the year but are not granted or allowed by virtue of Fire Department business, then such day or days not taken shall accumulate and be carried into the succeeding calendar year.

12.00 COURT TIME

12.01 Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any 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.

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

- 12.04 The amount of overtime to which an Employee may be entitled under this Article shall be the actual time required including waiting time in the Court or Administrative Body, together with any applicable travel time, provided, however, that the Employee's entitlement to overtime under this Article shall not be less than one (1) hour of overtime pay.
- 13.00 TRAINING PAY
- 13.01 The Employer agrees to compensate all employees covered by this Agreement at the overtime rate (time and one-half) when required to attend training courses on their own time.
- 14.00 CALL TIME
- 14.01 Any Employee who shall be placed on firm call shall receive one-half (1/2) of his normal straight time rate of pay for the duration of time he shall be held on firm call. Firm call is hereby defined as commencing with the time the off-duty Employee is directly notified that he must be able to respond to an emergency or an emergency situation by order of the Director or his designee.
- 15.00 RECALL
- 15.01 Any Employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half the straight time hourly rate of pay with a minimum guarantee of two (2) hours of work or pay in lieu thereof.
- 16.00 LONGEVITY
- 16.01 In addition to all wages and other benefits, each Employee shall be entitled to a longevity payment computed on the Employee's base annual wage of two percent (2%) for each four (4) years of completed service with a maximum entitlement of ten percent (10%).
- 16.02 The said payments for longevity shall be paid on a regular basis folded into the Employee's regular pay.
- 17.00 UNIFORMS
- 17.01 Each new Employee shall receive from the Village, free of charge in lieu of a clothing allowance, a complete uniform.
- 17.02 The Employer will pay each Employee, during the term of this Agreement, the sum of Two Hundred (\$200.00) Dollars per year, as a clothing allowance which shall be payable the first pay period in March upon submission of a proper voucher therefor.
- 17.03 An Employee's uniform, which is required in his capacity as a firefighter and which may become damaged as a result of a single episode during the course of his performance of his duties shall, after approval by the Director of the Department, be replaced at the expense of the Employer, except where such damage is caused by the negligence of the Employee, and such replacement shall be made within thirty (30) days of the report of loss or damage.
- 17.04 Uniform changes mandated by the Employer, unless implemented from time to time as current uniforms are replaced, shall be provided to each Employee free of charge. Uniform changes requested by the FMBA if approved by the Employer, shall be paid by each Employee.
- 17.05 Utilization of Section 17.04 shall not diminish the clothing allowance set forth in this Agreement.

18.00 UNIFORM REGULATIONS

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

19.00 WORK IN HIGHER RANK

19.01 Whenever any Employee is required to serve in a position normally held by higher rank for a full tour of duty, he shall receive the starting rate of pay of that rank for such tour of duty plus such additional hours as may be consecutive.

20.00 VACATIONS

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

20.02 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.

20.03 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.

20.04 Vacations shall be scheduled from the second week in February to on or about January 3rd of the following year with a continuing vacation without break.

21.00 HOLIDAYS

21.01 Effective January 1, 1978, all Employees covered by this Agreement shall be entitled to and will receive twelve (12) paid holidays per year. One-half (1/2) shall be paid the second pay period in May of each year and the other half (1/2) shall be paid in the second pay period in November of each year.

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

22.00 WORK INCURRED INJURY

22.01 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 Workers Compensation Act shall be paid over to the Employer.

22.02 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 certificates from time to time.

22.03 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 by 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 Workers Compensation, or, by the final decision of the last reviewing court shall be binding upon the parties.

22.04 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.



- 22.05 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 workers compensation judgment, or if there is an appeal therefrom, the final decision of the last reviewing court.
- 22.06 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.
- 23.00 BEREAVEMENT LEAVE
- 23.01 All Employees covered by this Agreement shall be granted up to a maximum of three (3) calendar days leave of absence with pay, which shall be charged against the Employee's accrued sick leave in the event of death in the immediate family of such Employee. The immediate family is defined for purposes of this Article to be spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, or other person living as a permanent member of the Employee's household. This special leave of absence shall commence immediately following the death of such person and is for the sole purpose of arranging and attending the funeral services. For purposes of calculating unused sick time, funeral leave will be charged against accrued sick leave.
- 24.00 MEDICAL COVERAGE
- 24.01 The Employer agrees to provide at its expense the New Jersey Health Benefits Plan coverage for all members of the FMBA who are Employees under this Agreement and their eligible dependents. This coverage shall include medical, surgical, Rider J and major medical or the equivalent coverage. The Employer reserves the right to change insurance carrier during the term of this Agreement so long as equivalent benefits are provided by the new carrier.
- 24.02 The Employer shall continue to provide the full family plan, as established above, for each Employee who retires with a twenty-five (25) year service retirement or a disability retirement; through the Employee's entire period of retirement.
- 24.03 If an Employee retires with less than twenty-five (25) years of service, then the Employee shall be entitled to continue the plan described above at his own cost and expense.
- 25.00 INSURANCE
- 25.01 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.
- 26.00 BULLETIN BOARD
- 26.01 The Employer will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.
- 26.02 The bulletin board shall be for the use of the Association for posting of notices and bulletins pertaining to the Association business and activities or matters dealing with the welfare of Employees. No material, offensive material or material offensive to the mission or purpose of the Fire Department shall be permitted to be posted on said bulletin board.

27.00 CEREMONIAL ACTIVITIES

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

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

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

28.00 PENSION

28.01 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.

29.00 GRIEVANCE PROCEDURE

29.01 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.

29.02 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.

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

(b) STEP TWO

In the event the grievance is not resolved at Step One, the Employee shall reduce the grievance and decisions respectively to 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 and 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 proceeding steps, either party may refer the matter to the American Arbitration Association 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 association 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.
3. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Manager. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties herein direct the arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission review and decision.
4. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or 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.

30.00 MUTUALS

30.01 Any Employee may, with the approval of the Director be granted special leave with pay for any day on which he is able to secure another Employee to work in his place, in accordance with 4A of the Official Action Guide.

31.00 DEDUCTIONS FROM SALARY

31.01 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.S.S.A. (R.S.) 53:14-15.9e as amended. Said monies together with records of any corrections shall be transmitted to the Association office by the fifteenth (15) of each month following the monthly pay period in which deductions were made.

32.00 PERSONNEL FILES

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

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

32.03 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.

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

33.00 SAVINGS CLAUSE

33.01 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 provision to other persons or circumstances shall not be affected thereby.

34.00 NO WAIVER

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

35.00 OFF DUTY FIRE DEPARTMENT ACTION

35.01 Since all Fire Fighters 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.

35.02 Recognizing that the Employer and its residents benefit from the additional protection afforded them by vigilant off duty fire fighters, and further recognizing the weighty responsibility confronting such fire fighters, 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.

36.00 EMPLOYEE ORGANIZATION BUSINESS

36.01 Necessary time off without loss of pay shall be granted to one representative of the Association to attend the annual State Convention and 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.

37.00 RADIO ALERT

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 firemen covered by this Agreement as it deems necessary. The Village shall be responsible for the maintenance of such equipment. However, each Employee shall take all reasonable steps to insure that equipment is kept in proper working order and not mishandled or damaged. Each fireman shall keep the alarm system turned on and shall respond to calls in accordance with established procedures.

38.00 TERM OF CONTRACT

38.01 This contract shall take effect upon the execution thereof and shall terminate on December 31, 1980.

ATTEST:

May E'Donnell  
May E'Donnell  
Deputy Village Clerk

VILLAGE OF RIDGEWOOD

By: Alfred A. Hadinger  
Alfred A. Hadinger, Mayor

By: John A. Paulus  
John A. Paulus, Village Manager

WITNESS:

Ronald Kimber

ASSOCIATION

By: Bonnie C. Paris

APPENDIX "A"

SALARIES

	<u>Effective Jan. 1, 1978</u>	<u>Effective Jan. 1, 1979</u>	<u>Effective Jan 1, 1980</u>
During first year	\$14,500	\$15,700	\$16,980
During second year	15,500	16,700	17,980
During third year	16,500	17,700	18,980
After three years (maximum)	17,500	18,700	19,980

APPENDIX "B" TO CONTRACT BETWEEN  
VILLAGE OF RIDGEWOOD AND THE  
FMBA.

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Uniforms for reporting on duty will be the Dark Blue work uniform, Collar devices, Name badge. Regulation black shoes, Black socks. Regulation uniform hat with badge.

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

Shirts mutual date be set (keep flexible depending on the weather) to change to long sleeve shirts to short sleeve and vice versa. All Employees will be wearing the same type of shirt at the same time.

Regulations for House watch dress will remain the same as present.

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

Dress Uniform for Firefighter Eliminated from the purchase of this uniform will be the extra trousers for new Employees coming on. Two short sleeve shirts instead of three. Two long sleeve shirts instead of three.

Work Uniform Village will supply two sets of work uniforms (trousers and shirt) instead of one, for new men coming on the job.

Rain Coats. All Employees that do not have the new regulation Rain Coat must purchase one at their own expense by June 1, 1979.

APPENDIX "C" TO CONTRACT BETWEEN  
VILLAGE OF RIDGEWOOD AND THE FMBA.

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

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

B. Vacation periods shall run consecutively from on or about the second week in February until on or about January 3rd of the following year, provided, however, that all vacation choices within said periods shall be subject to the approval of the Director.

C. Vacation choices shall be based on seniority within each platoon except that those supervisors who had, prior to January 4, 1974, precedence in vacation choices by reason of their supervisory status shall continue to have such precedence until they leave the department notwithstanding seniority status. Seniority shall be based on the number of years on the fire department since the most recent date of hire.

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



1. Take entire period (6 tours).
2. Split the period (3 tours each) with any other member of the platoon.
3. Split the period with any other open vacation period.

E. The extra vacation days to be picked on the second round of picks and may be taken during any open vacation period.

APPENDIX "D" TO CONTRACT BETWEEN  
VILLAGE OF RIDGEWOOD  
AND  
FIREMANS MUTUAL BENEVOLENT ASSN.

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