AGREEMENT

0.00 PREAMBLE

THIS AGREEMENT, made this & day of Many 1978,7 by and between the BOROUGH OF CLIFFSIDE PARK, a body politic and corporate of the State of New Jersey hereinafter referred to as "The Employer," and the FIRE DEPARTMENT OF THE BOROUGH OF /(LOCAL 45) CLIFFSIDE PARK, 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: J.Q.

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2.00 ASSOCIATION RECOGNITION

- The Borough hereby recognizes the FMBA as the exclusive collective negotiations agent for all full time uniformed firemen employed by the Borough of Cliffside Park, but excluding the Chief and Deputy Chief 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. \Box

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1.00 EXISTING LAW

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.

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3.00 EMPLOYEES' BASIC RIGHTS

Pursuant to Chapter 303, Public Laws, 1968, the 3.01 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. The Employer further agrees that it shall not dis-3.02 criminate 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.

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4.00 Retention of Existing Benefits and Rights

Except as otherwise provided herein, all rights, priveleges and benefits which all members of the Fire Department have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Borough during the term of this Agreement and the Fire Department shall retain all civil rights as provided under Federal and New Jersey State Laws.

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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.
- 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 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 5.0.

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6.00 RIGHTS OF EMPLOYEES

- 6.01 Members of the Association hold a unique status as public employes 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 performs 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.
- OUt of these contacts may come questions concerning 6.04 the actions of the members of the Association.
- 6.05 These questions may require investigation by superior officers designated by the Commissioner of the Fire Department and the Borough Clerk.
- 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 Assoicaiton is on duty, unless the exigencies of the investigation dictate otherwise.
- (b) The interrogations shall take place at a location designated by the Commissioner 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. F.O.

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- (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 recessess called during the questioning shall be recorded.
- (g) If a member of the Association is under attest 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 request, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the intercogation of a member of the Association. Said consultation shall not de Ay 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 Commissioner 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 SALARIES

- 7.01 The base annual salaries of all Employees covered by this Agreement shall be set forth in Appendix "A".
- 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, 1979, and any monies due Employees by virtue of this Agreement as practicable.

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9.00 HOURLY RATE

9.01 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 2080 hours.

10.00 SCHEDULE COMPENSATION DAYS

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8.00 WORK DAY, WORK WEEK AND OVERTIME

- 8.01 Work in excess of the Employee's basic work schedule or work week shall be considered overtime and paid at the rate of time and one-half $(1\frac{1}{2})$.
- 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.

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9.00 HOURLY RATE

9.01 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 2080 hours.

10.00 SCHEDULE COMPENSATION DAYS

11.00 COURT TIME

- 11.01 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.
- 11.02 All such required court time shall be considered as overtime and shall be compensated at time and one-half.
- 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.
- 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 four (4) hours of overtime pay.

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12.00 TRAINING PAY

The Employer agrees to compensate all employees covered by this Agreement at the overtime rate (time and one-half) when attending training courses on their own time.

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13.00 CALL TIME

Employees will not be placed on call at their homes or elsewhere but will be subject to the recall provision of this Agreement when the Department feels the necessity for same.

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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.

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15.00 LONGEVITY

- 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 three percent (3%) for each four (4) years of completed service with a maximum entitlement of 15 percent (15%).
- The said payments for longevity shall be paid on a regular basis folded into the Employee's regular pay **F.O.**

16.00 UNIFORMS

Each new Employee shall receive from the Borough, 16.01 free of charge in lieu of a clothing allowance, a complete uniform. The Employer will pay each Employer, during the term of this Agreement, the sum of Four Hundred (8400 0) Dollars per year, as a clothing allowance which shall be payable the first pay period in March upon submission of a proper voucher therefor. An Employee's uniform, which is required in his 16.03 capacity as a firefighter and which may become damaged as a result of a single episode during the course of his performance of his cuties shall, after approval by the Commissioner 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 of damage.

16.04 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.

16.05 Utilization of Section 16.04 shall not diminish the clothing allowance set forth in this Agreement.

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17.00 UNIFORM REGULATIONS

The regulations for the wearing of uniforms shall be pursuant to present practice.

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16.00 UNIFORMS

Each new Employee shall receive from the Borough, 16.01 free of charge in lieu of a clothing allowance, a complete uniform. The Employer will pay each Employe $_{\it E}$, during the 16.02 term of this Agreement, the sum of Four Hundred (\$100.00) Dollars per year, as a clothing allowance which shall be payable the first pay period in March upon submission of a proper voucher therefor. 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 cuties shall, after approval by the Commissioner 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 of damage.

16.04 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.

16.05 Utilization of Section 16.04 shall not diminish the clothing allowance set forth in this Agreement.

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18.00 WORK IN HIGHER RANK

18.01 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.

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19.00 VACATIONS

- 19.01 The vacation allowance shall be as set forth in this AGreement as Appendix "C".
- 19.02 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.
- 19.03 No Employee who is on vacation shall be recalled except in a case of the full mobilization of the Department by the Commissioner or his designee to meet a clear and present danger confronting the Employer.
- 19.04 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.

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20.00 HOLIDAYS

20.01 Employees will be granted twelve (12) compensable days off, for the twelve (12) holidays celebrated by the Borough.

20.02 Such holidays are to be granted to employees at their choice on a seniority basis.

21.00 WORK INCURRED INJURY

- 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.

 The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to
- 21.02 The Employee snall 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.
- 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.
- 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.
- 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.

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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.

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22.00 BEREAVEMENT LEAVE

Bereavement leave granted to all employees in accordance with present practice and will not be charged against any other leave time available to all employees.

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23.00 MEDICAL COVERAGE

- 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 coverage.
- 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 retirment or a disability retirement; through the Employee's entire period of retirement.
- 23.03 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.

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24.00 INSURANCE

The Employer will defend and indemnify all Employees covered under this Agreement in order to protect them from suits arising out of the performance of their duties.

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25.00 BULLETIN BOARD

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

25.02 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.

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26.00 CEREMONIAL ACTIVITIES

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.

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 Borough, subject to the availability of same will provide a department fire vehicle to those off-duty Employees wishing to attend same.



27.00 PENSION

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.

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28.00 GRIEVANCE PROCEDURE

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.

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, administrative decisions affecting them, and matters of safety affecting or impacting upon them.

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

(a) STEP ONE

An Employee with a grievance shall within fifteen (15) calendar days of the occurrence of the event being grieved present the same to the Chief. After full disclosure of the facts surrounding the event being grieved, the Chief must make every earnest effort to reach a satisfactory settlement with the Employee and grievor. The Chief 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 matter and all reports shall be submitted to the Commissioner for his determination in writing within fifteen (15) calendar days of his receipt of the matter and all reports related thereot. In the absence of the Commissioner, the grievance shall be presented to the ranking officer in charge of the department for determination. The Commissioner or ranking officer in charge of the Department in the absence of the Commissioner, shall respond to the grievance within seven (7) calendar days of his receipt of the matter.

(c) STEP THREE

If the Employee wishes to appeal the determination of Step Two proceeding, the grievance shall be submitted in writing together with description of prior steps within ten (10) days of a Step Two determination. The Mayor and

29.00 MUTUALS

Any Employee may, with the approval of the Commissioner be granted special leave with pay for any day on which he is able to secure ano ther Employee to work in his place.

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Council shall decide the matter within twenty (20) days of the presentation to him.

(d) STEP FOUR

If the grievance is not settled through the proceeding steps, either party may refer the matter to the American Arbitration Association within twenty (20) calendar days after determination of the Step Three 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 the parties hereto, provided, however, that each party shall bear the expense of producing witnesses, testimony or evidence for his presentation.

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30.00 DUES CHECK OFF PROVISION

30.01 Upon presentation the Employer of a dues check off card signed by individual employees, the employer will deduct from such employees' salaries twice each year, (June and December of each year), the amount set forth on said dues check off authorization card.

Thereafter, the employer will, as soon as practicable forward a check in the amount of all dues withheld for this purpose to the FMBA representative entitled to receive same. The said FMBA representative shall be appointed by resolution of the FMBA and certified to the employer by the FMBA.

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31.00 PERSONNEL FILES

- 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 Chief.
- Any member of the Fire Department may by appointment review his personnel file but this appointment for review must be made through the Chief, or his designated representative. Each review shall be conducted in the presence of the Chief or his designee and every Employee shall be required to sign an entry record on the occasion of his review.
- 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.
- All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom T.O.

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32.00 SAVINGS CLAUSE

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.

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33.00 WAIVER

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

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34.00 OFF DUTY FIRE DEPARTMENT ACTION

34.01 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.

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 Employers 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.

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35.00 EMPLOYEE ORGANIZATION BUSINESS

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 Chief or his designees may require overtime pursuant to Section

above.

36.00 SICK LEAVE

- An employee shall be eligible to receive full pay and benefits when he is unable to work due to a verifiable sickness, injury or illness.
- 36.02 The employee shall be required to report any sickness injury or illness as soon as practicable to his commanding officer.
- An employee may reasonably be required to present proof of any sickness, injury or illness upon request of the Borough.
- An employee may be required to reasonably undergo any medical examinations or tests requested by the Borough.
- If it appears to the Borough that an employee who is out pursuant to this section will probably not be able to return to work due to such sickness, injury or illness, the Borough may reasonably require that appropriate pension papers be submitted to the Pension Board on or after an absence of one year due to sickness, injury or illness.
- Any abuse of the within sick leave policy shall cause the employee to be subject to disciplinary action including suspension and/or dismissal.

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37.00 NEGOTIATION PROCEDURES

37.01 Collective negotiation meetings shall be held at times and places mutually convenient at the request of either the Borough or the FMBA.

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38.00 EXTRA DUTY TIME

38.01 The employer agrees to furnish and supply manpower to maintain a minimum of five (5) uniformed men on each shift. \bigcirc

THE EMPLOYER AGREES TO FURNISH & SUPPLY

MANPOWER TO MAINTAIN MINIMAL NUMBER OF UNIFORMED MEN

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39.00 COLLEGE CREDITS

The present practice whereby employees are re-39.01 imbursed for attending college shall be maintained.

Each employee will receive an annual payment 4.0.

equal to \$20.00 per credit and for each college credit earned 7.0.

in Fire Science or related fields. Q.

40.00 PERSONAL DAYS

personal days per annum Employees shall not be required to advise the Department for the reason for said personal day and said personal day shall be granted except of cases of extreme emergencies within the Department.

41.00 TIME NOT TAKEN DURING CONTRACT YEAR

Whenever an employer is entitled to take any leave or time under this agreement, and such leave or time is not taken because of Department activitiy, emergencies, or other situations, the employee shall be entitled to carry such time into the following year, or, at the employee's option, shall receive pay in liev of said leave or time not taken.

42.00 MISCELLANEOUS

It is the intent of the AGreement to be supplemental to the terms and conditions of employment existing at the present time. All existing terms and conditions of employment shall continue except as modified by this Agreement. All existing rules and regulations governing the Fire Department shall continue in full force and effect except as modified by this Agreement.

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TERM OF CONTRACT 43.00

43.01 This contract shall take effect January 1, 1979 and shall continue through December 31, 1979. 45 6.0.

agreed to By:

For the FMBA

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For the Borough of Cliffride Park Smed a. Colohme

APPENDIX "A"

SALARIES

Eighteen (18%) percent across the board increase

to all steps and ranks covere d under this Agreement.

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APPENDIX "C" VACATIONS

- A. Fireman 21 days per year
- B. Lieutenant 30 days per year
- C. Captain 30 days per day

extra vacation day shall be granted to each employee with five (5) years of service in the Department. One (1) additional day shall be granted to each employee after a total of ten (10) years of service in the Department. One (1) additional day shall be granted to each employee after a total of fifteen (15) years of service in the Department. One (1) additional day shall be granted to each employee after a total of twenty (20) years of service in the Department. In other words, each employee shall be entitled to three (3) extra vacation days after 11 fteen (15) years of service, and each employee shall be entitled to four (4) extra vacation days after twenty (20) years of service in the Department.

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