

CONTRACT  
BETWEEN  
THE TOWN OF KEARNY  
AND  
KEARNY FIRE SUPERIOR OFFICERS ASSOCIATION  
FMBA LOCAL 218

July 1, 2000 through June 30, 2007

## INDEX TO CONTRACT

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THIS GENERAL AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the Town of Kearny, in the County of Hudson, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Town" and the Kearny Fire Superior Officers Association, FMBA Local 218, hereinafter referred to as the "KFSOA".

WHEREAS, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and all other conditions of employment.

NOW, THEREFORE, in consideration of these premises and the mutual agreements herein contained, the parties agree as follows:

## **ARTICLE I. - RECOGNITION AND SCOPE OF AGREEMENT**

Section 1. The Town hereby recognizes the KFSOA as the sole and exclusive representative of all the officers in the bargaining unit (as defined in Article I, Section 2 herein) for the purposes of collective bargaining and all activities and processes relative hereto.

Section 2. The bargaining unit shall consist of all sworn Captains and Deputy Chiefs of the Fire Department of the Town of Kearny, New Jersey (now employed or hereafter employed). In the event that Fire Officers titles are recreated or added in the future that contain supervisory authorities, such titles would presumptively be included in the bargaining unit. For purposes of this Agreement, members of the bargaining unit shall be referred to as "officer" or "officers" as the context so requires.

Section 3. This agreement shall govern all wages, hours, fringe benefits and other conditions of employment hereinafter set forth.

Section 4. This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

Section 5. This agreement shall be effective as of July 1, 2000 and shall continue in effect until June 30, 2007 and thereafter, unless terminated by 60 days prior written notice given by either party to the other expressly stating its intention to terminate this agreement, in which case it shall be terminated 60 days following the receipt of such notice.

Section 6. At least 50 days prior to the expiration of this agreement, the parties hereto agree to commence negotiations for a new collective bargaining agreement.

## **ARTICLE II - COLLECTIVE BARGAINING PROCEDURE**

Section 1. Collective bargaining procedure as to wages, hours, fringe benefits and other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated in writing, the Mayor of the Town and the President of the KFSOA shall be designated as the bargaining agent. Additional representatives of each party may participate in a collective bargaining meeting.

Section 2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 3. The Town shall not enter into any agreement with officers, which in any way conflicts with the terms of this Contract, and it shall recognize only an official representative of the KFSOA as a bargaining agent.

### **ARTICLE III - CONDUCTING KFSOA BUSINESS ON TOWN TIME**

Section 1. The Chief of the Fire Department shall permit members of the KFSOA Grievance Committee (not to exceed three) and the members of the KFSOA Negotiations Committee (not to exceed the number of the Town Negotiations Committee) permission to attend meetings of said Committees during the duty hours of the members without loss of pay, provided said meetings shall not diminish the effectiveness of the Fire Department or require the recall of off-duty officers to bring the Department to its proper effectiveness subject to the provisions of Section 4 hereafter.

Section 2. The Chief of the Fire Department shall permit the KFSOA Grievance Committee or the KFSOA Negotiations Committee to utilize Fire Department facilities provided the efficiency and effectiveness of the Department is not in any way diminished.

Section 3. The Employer shall grant time off without loss of pay to the President of the Union and the Legislative Delegate of the N.J. State F.M.B.A. or State Organization of Fire Officers or their designee to conduct KFSOA business and to attend State F.M.B.A. or State Organization of Fire Officers functions which require their attendance. The Employer further agrees that said officials shall be granted time off without loss of pay to attend, in an official capacity as representatives of the KFSOA, funerals for any member of the Kearny Fire Department who dies while in active service and other Fire Fighters who have given their lives in the line of duty. Nothing herein shall prevent the Fire Chief from allowing said time off in his discretion for attendance at funerals of retired members of the Kearny Fire Department.

Section 4. For four collective bargaining meetings, a maximum of three officers shall be excused from their work assignments, if required, with pay. Thereafter all officers participating in collective bargaining shall do so without pay when excused from their work assignments. The above is interpreted to mean twelve man meetings may be excused from work assignments.

Section 5. The KFSOA President and/or his authorized representatives, on their off-duty hours shall be permitted access to all locations where fire department business is being conducted by officers who are members of the KFSOA bargaining unit to insure compliance with the terms of this Agreement provided such access does not unreasonably interfere with fire department operations.

## **ARTICLE IV - MANAGEMENT RIGHTS**

Section 1. The Town maintains the exclusive right to direct the work force except as such right is relinquished and modified or abridged by or is in direct conflict with this agreement or applicable State Law. The right shall include, but shall not be limited to, the right to: (a) direct the officers; (b) hire, promote, transfer and assign; (c) suspend, demote, discharge, or take other disciplinary action; (d) take any action necessary in order to maintain the efficiency of the Fire Department; and determine the methods, means, manner and personnel by which services shall be rendered.

Section 2. The right to make reasonable rules and regulations shall be considered an acknowledged function of the Town except as such right is relinquished, modified or abridged by or is in conflict with this Agreement.

## **ARTICLE V - DISCRIMINATION AND COERCION**

There shall be no discrimination, interference or coercion by the Town or any of its agents against the officers represented by the KFSOA because of membership or activity in the KFSOA. The KFSOA shall not intimidate or coerce officers into membership. Neither the Town or the KFSOA shall discriminate against any officer because of race, creed, color, sex or national origin.



## ARTICLE VI - AGENCY SHOP

Section 1. Insofar as permitted by law, the Town agrees to deduct from the pay of all officers of the Fire Department initiation fees, dues and assessments as required by the KFSOA By-Laws and other KFSOA rules and regulations duly enacted. All such deductions shall be paid to the properly designated KFSOA official monthly on a regular recurring basis.

### Section 2. Representation Fee

(a) Purpose of Fee - If an officer does not become a member of the KFSOA during any membership year (i.e. from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said officer will be required to pay a representation fee to the KFSOA for that membership year. The purpose of this fee will be to offset the officer's per capita cost of services rendered by the KFSOA as majority representative.

(b) Notification - Prior to the beginning of each membership year, the KFSOA will notify the Town in writing of the amount of the regular membership dues, initiation fees and assessments charged by the KFSOA to its members for that membership year.

(c) Certification - The KFSOA will certify to the Town before the start of each membership year that the amount of the representation fee to be assessed does not exceed 85% of dues, fees and assessments and does not include any amount of dues, fees and assessments that are expended:

1. for partisan, political or ideological activities or causes that are only incidentally related to terms and conditions of employment, or
2. applied toward the cost of benefits available only to members of the majority representative.

(d) Demand and Return - The KFSOA agrees that it will, in conformity with the applicable laws, establish a demand and return system for all officers and will present appropriate evidence of the existence of such a system to the Employer.

(e) The KFSOA shall indemnify and hold the Town harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of or by reason of any action taken or not taken by the Town in conformance with this provision.

## ARTICLE VII - WAGES AND MISCELLANEOUS BENEFITS

Section 1. During the term of this Agreement, salaries shall be as set forth on Schedule A.

### Section 2. Medical Insurance Program

(a) The Town agrees to provide, at no cost to the officers, full coverage, Hospitalization by the New Jersey Health Benefits Act, including Rider "J" for all officers and their dependents as defined under the respective policies of Insurance. The Town also agrees to provide major medical insurance to all officers and their dependents.

(b) The Town further agrees to provide at no cost, to all retired officers who have been, prior to retirement, officers covered by this Agreement, and to their spouses and dependents, full coverage hospitalization by the New Jersey State Health Benefits Act, including Rider "J" benefits and major medical insurance.

(c) The Town shall provide each member of the unit with a dental insurance program. The coverage shall be no less than 80% by the Plan and 20% by the member of the unit. The Town shall pay the full cost of the premium for said insurance. Further, effective January 1, 1989, retired KFSOA members will have the option to remain in the Town's Dental Plan, at the retiree's expense. Effective January 1, 2005, all active members shall be included in Dental Plan No. 3090 with a \$2,000 annual benefit.

(d) The Town shall provide a prescription insurance plan. The co-pay shall be \$1.00 for generic drugs and \$5.00 for name brand drugs. The Town shall continue to pay the entire cost of the premium.

(e) Effective September 1, 1986, the Town shall provide a prescription insurance plan for retired members that is identical to the plans for active members. Additionally, the entire cost of the premium will be paid by the Town.

(f) The Town reserves its right to reinstitute the following program of officer contribution to health insurance coverage if (i) appropriate statutory enabling legislation is passed by the New Jersey Legislature or (ii) upon the subsequent reaffirmation by the parties hereto of the August 18, 1997 agreement:

The town will provide officers with 100% Point of Service and/or HMO Medical Coverage. If the active officer chooses the traditional plan, he will be responsible for the difference between the point of service and traditional plan.

EXAMPLE: Family Plan - \$30.00 per month  
(In the event that this figure exceeds  
\$60.00 during the life of the Contract, the parties will reopen  
negotiations solely as to the amount over said \$60.00 figure)  
Single Plan - \$15.00 per month

### Section 3. Life Insurance

The Town agrees to provide, at no expense to the officers, a Four Thousand (\$4,000.00) Dollar life insurance policy for all officers covered by this Agreement and also to supplement same with a death benefit payment of One Thousand (\$1,000.00) Dollars. The Town agrees to further provide to all officers, upon retirement after January 1, 1979, a Three Thousand (\$3,000.00) Dollar life insurance policy, the premium of which shall be paid for by the Town. Effective January 1, 1989, the life insurance policy for members retiring on or after that date shall be Five Thousand (\$5,000.00) Dollars, the premium for which shall be paid the Town.

### Section 4. Clothing Allowance

(a) A clothing allowance in the amount of \$525.00 per year shall be paid by the Town of Kearny to all officers covered by this Agreement. This allowance is for the maintenance of uniforms and to purchase additional uniform items required by the town, which are not supplied.

(b) The aforementioned clothing allowance will be paid with the first paycheck in May. In the event of retirement or death, the officer or his estate shall receive the pro-rated clothing allowance pay for that year.

### Section 5. Holiday Pay

(a) The following shall be recognized as paid holidays under this Agreement:

New Years Day	July 4th (Independence Day)
Memorial Day	Easter Sunday
Labor Day	Thanksgiving Day
- Good Friday	Veterans Day
Washington's Birthday	Columbus Day
Christmas Day	Election Day
Martin Luther King's Birthday	Lincoln's Birthday

(b) It is recognized by both parties that officers of the Fire Department may not, by reason of Department business, enjoy the aforesaid holidays on those dates. Therefore, in lieu of the holiday itself, such officer will receive a full day's pay. A full day's pay for the holiday shall be at the rate of 12 hours pay for the day. In the event that an officer must work on a holiday, in accordance with the Fire Department's existing work schedule, he shall receive compensation for such duty performed at the rate of time and one-half for all hours worked on the holiday. In the event that an officer is recalled to duty on a holiday, he shall receive compensation for such duty performed at time and one-half for all hours worked on the holiday. Notwithstanding anything to the contrary contained herein, in no event shall an officer recalled to duty to work on a holiday receive more than time and one-half for all hours worked on the holiday. Payment at time and one-half under this section shall be limited to seven (7) holidays per year, on holidays selected by

the member in his discretion. In the event any of the aforesaid allowed holidays falls on a non-duty day, said holiday shall be deemed to have fallen on a regular working day.

(c) In the event of death or retirement, the officer or his estate shall receive his earned holiday pay.

(d) Holiday pay will be paid as follows:

Seven holidays on the first pay day in June  
Seven holidays on the first pay day in December.

(e) Effective July 1, 2005 holiday pay shall be rolled into base at 188 hours. Staff personnel shall maintain the current holiday off schedule. Effective July 1, 2005, the provisions of Section 5 (a) shall apply only to staff personnel.

#### Section 6. Overtime

When an officer is called to duty during his off-duty time or when an on-duty officer is required to remain beyond his normal tour of duty, said officer shall be compensated for such duty performed for the Town at time and one-half for all hours worked beyond his regular schedule subject to the limitations of paragraphs (a) through (f) hereafter.

(a) In the event an officer is recalled to duty, the officer shall be entitled to a minimum of three (3) hours overtime.

(b) In the event the officer is continued on duty beyond his normal tour of duty, the officer shall be entitled to overtime compensation for a full hour for any portion of an hour at the prevailing overtime rate.

(c) In the event of a KFSOA member's retirement, death or other early separation from the Kearny Fire Department, the member or his estate shall be paid the earned amount of "Overtime Pay".

#### Section 7. Hours

The 24/72 work schedule shall be implemented on November 2, 2005. Staff personnel shall remain on the current work schedule.

#### Section 8. Wash-Up Time

The Town agrees to allow member of the KFSOA a wash-up time of thirty (30) minutes, to be allowed only at the end of a regular tour of duty and not to be used to extend existing overtime. Wash—up time shall be allowed only after an actual alarm of fire, but shall include false alarms, and shall be allowed only when members return to a fire station thirty (30) minutes or less before the end of their tour.

## Section 9. Line-up Pay

All officers of the Fire Department are presumed to hold roll call at the beginning of their tour, necessitating arrival earlier than the actual commencement of their tour. Thus, all officers will be compensated by the payment of Line-up Pay. Such pay shall be \$360 effective July 1, 2000, \$370 effective July 1, 2001, \$380 effective July 1, 2002, \$390 effective July 1, 2003, \$400 effective July 1, 2004. Effective July 1, 2005, line-up pay shall be added to base pay for all calculation purposes at a rate of \$200 and shall be eliminated from the contract thereafter.

## Section 10. Night Differential

Shall be eliminated as of November 2, 2005. Night differential shall be prorated from July 1, 2005 to October 31, 2005, \$83.32 shall be paid to each member.

## Section 11. Education Benefits

The Town agrees to pay Education Benefits for the cost of educational courses taken by officers which constitute a benefit to and which are directly related to their employment activities, subject, however, to the following limitations:

- (a) Courses taken must be at an accredited college or university.
- (b) Payment will be made to a maximum of \$25.00 per credit.
- (c) Payment for the cost of books shall not exceed \$40.00 per year.
- (d) Payment shall be made in the form of reimbursement to the officer at the rate of thirty—three and one—third percent (33 1/3%) per year of said reimbursement costs as hereinabove defined.
- (e) The Employer shall deduct from said reimbursable costs, any Federal grant in aid funds that may have been received by the officer, but Federal grant in aid funds shall not include veterans' benefits.
- (f) The officers shall provide vouchers showing the receipted payments of all books purchased and credits taken which shall be submitted to the Town before any payments, pursuant to the within Article VII, Section 11 are required to be made.

## Section 12. Job-Related Seminars

Seminars on Arson and Fire Prevention will be made available to the members of the KFSOA and paid for by the Town, subject to the approval of the Chief.

## ARTICLE VIII - LEAVES

Section 1. Leaves of absence may be granted by the Town pursuant to the provisions of N.J.S.A. 38:23-1 et seq. and 40:46-32 for military service, sick and disability leave and for other reasons as permitted by law.

Section 2. The Chief of the Fire Department, subject to the consent of the governing body, may authorize special leaves of absence not to exceed six calendar months in any one year, without pay, for urgent personal business requiring the officer's attention for an extended time.

### Section 3.

(a) The Town will permit officers bereavement leave with pay, not to exceed four calendar days, commencing with the next scheduled duty date from the date of death, for the officer to attend to arrangements for funerals of spouses, children, parents, brothers or sisters, mothers-in-law or fathers-in-law, sons-in-law or daughters-in-law, brothers-in-law or sisters-in-law, grandparents or grandchildren, or any member of the officers' household. In the event that it is necessary for an officer to take bereavement leave in accordance with this contract during his vacation period, the allowable bereavement leave will be given and charged before vacation leave is charged against the officer. That officer shall advise the Town of the number of bereavement days that he desires to be charged to him and in reduction of his allowable vacation time. When bereavement leave occurs during a vacation period, all members will be entitled to the same leave as they would have been entitled to if they were working their normal tour of duty. In accordance with the above, if a member elects to take his earned days at a later date, no request shall be considered more than two (2) weeks in advance of the selected date and shall not be approved if a recall is required for that date. However, once approval has been granted, the member shall not be denied the day off. It is the intention of both parties to have the days taken within twelve (12) months of the bereavement leave. By notifying his Tour Deputy Chief, the officer may add the earned number of bereavement days to his current vacation or he may choose to take the earned days at a later date.

(b) Emergency Leave - Staff personnel covered by this Agreement shall be granted leave without loss of pay up to a maximum period of five (5) working days in cases where a member of the officer's household is seriously ill or has given birth to a child, provided the officer has no unused vacation time remaining during the calendar year in which the illness or birth occurs, in which case the officer shall be required to utilize remaining vacation allowance first. Effective upon implementation of the 24/72 hour work schedule, emergency leave for those officers working said schedule shall be converted to two work days or 48 hours of emergency leave.

(c) Personal Days - Each member of the Bargaining Unit shall be entitled to two (2) personal days off with pay to conduct personal business, provided eight (8) hours notice is given. Each member not taking his personal days during any one (1) year may receive a day's pay in lieu thereof for each unused day. Payment shall be made at the rate of twelve (12) hours times the straight time hourly rate for each day not taken. Upon implementation of the 24/72 schedule personal days can be taken in increments of 10 hours or 14 hours, not to exceed 24 hours for the calendar year. Personal days shall be used within the calendar year or lost. Staff personnel shall retain two personal days.

(d) Terminal Leave - Each officer working the 24/72hr shift shall be entitled to and granted terminal leave of 22.5 working days off with pay at the time of their retirement. Staff personnel shall receive 45 working days off. Such leave can be taken for the purpose of early retirement or any officer may work until retirement at which time he shall be entitled to thirteen (13) weeks pay in lieu thereof. Payout shall be as follows:

1. Officers' annual salary divided by 52 weeks multiplied by 13 weeks.

Section 4. The Town agrees to pay officers at their regular rate of pay during periods of disability due to illness, injury or recuperation therefrom for a maximum period of one (1) year from the date of such disability provided such officer is incapable of performing his duties as an officer and that such disability is established by a competent physician.

Section 5. The Town reserves the right to extend this period of payment for disability due to illness or injury beyond one (1) year at its discretion.

Section 6. The Town may require at any time during the period of such extended disability, as described in Section 5 above, that the officer be examined by a physician selected and paid for by the Town for such purpose.

Section 7. In the event a disagreement arises with respect to the existence or extent of the disability, such issue shall be determined by a physician agreed to by and between both parties of this Agreement, i.e., the Employer and KFSOA.

Section 8. If at any time a doctor's certificate is requested by the Chief for any reason, the Town will pay for such certificate.

Section 9. Any member of the KFSOA receiving a resolution of commendation passed by the Mayor and Council, shall be given one (1) day off with pay.

Section 10. The Town agrees to provide hot meals to officers at a fire scene wherein a member has been working for at least six (6) hours.

Section 11. The Fire Department shall set up a Safety Committee within the Department to discuss equipment, safety regulations, etc. At least one (1) member of said Committee shall be an officer.

## ARTICLE IX - VACATIONS

### Section 1.

(a) All officers covered by this Agreement shall receive an eighteen (18) working day vacation with pay annually.

(b) Each member of the KFSOA shall be entitled to one (1) additional vacation day for each five (5) years of service credited with the Town of Kearny; provided, however, that after January 1, 1974, officers may only credit up to a maximum of five (5) years service with another Department of the Town of Kearny. This shall not apply to Kearny Fire Department members employed as of January 1, 1985.

(c) Seniority within the group shall be the basis for determining preference of vacation days. In accordance with the Fire Chief's directive, one (1) captain shall be allowed off at a time. Vacation schedules shall be set with the approval of the Chief.

(d) In the event that an officer is reinstated after a resignation, his time out of the Town's employ shall be deducted in computing his vacation eligibility and his seniority. The officer must work for a minimum of five (5) months consecutively upon returning from an extended voluntary leave of absence or resignation before he will be permitted to take his vacation.

(e) In the event of retirement the officer shall have the option, in accordance with an understanding between the Town of Kearny and the KFSOA dated November 23, 1992 using their accumulated vacation days as time off before retirement or receiving pay for their unused vacation days upon retirement. Payment for unused vacation at retirement for the 24/72 hour officers should be paid at 24 hours pay per day at the prevailing hourly rate.

(f) In the event of an officer's death, his estate shall receive payment for all unused vacation days in accordance with the schedule outlined for payment of days in paragraph (e) above.

(g) Officers working the 24 hour shift shall receive nine (9) vacation days except as provided below.

(1) Members working the 24 hour shift shall receive one additional vacation day for every ten years of service. Members working the 24 hour shift who currently enjoy one day for every five years of service shall continue to enjoy said days until the day is converted to a one for ten day, or the member retires. The retiring member shall receive twelve (12) hours pay for the one for five day, if he so chooses.

(2) Staff members shall continue to receive the current number of vacation days and one (1) vacation day for every five (5) years of service

(3) One half vacation days can be taken in increments of ten (10) hours or



fourteen (14) hours, not to exceed 24 hours per day, subject to prior approval of the Chief or his designee.

## **ARTICLE X--MAINTENANCE OF STANDARDS AND PROTECTION OF CONDITIONS**

Section 1. The Town agrees that all general working conditions pertaining to the physical facilities of the employment shall be maintained at no less than the highest standards in effect as of July 1,2000.

Section 2. Member shall be allowed to exchange tours of duty with other members of the bargaining unit a maximum of 15 times per year. Members shall limit their covers to 48 hours per month except for 96 hours per month twice per year. Covers shall require prior approval of the Chief of the Department or his designee. Additional covers may be requested in writing to the Chief of the Department, who shall not unreasonably deny such request.

Section 3. No officer of the Fire Department shall be assigned to perform any duty which is unrelated to fire fighting, fire prevention, rescue, salvage, overhaul work, care and maintenance of fire fighting equipment and apparatus, or any other similarly related work or the normal daily care of the fire department quarters.

## **ARTICLE XI - BULLETIN BOARDS**

The Town shall permit the KFSOA reasonable use of all bulletin boards located in, the respective firehouses for posting notices concerning KFSOA business and activities, but no notices shall contain salacious, inflammatory or anonymous material.

## **ARTICLE XII - LIABILITY INSURANCE**

The Town agrees to provide liability insurance coverage in an adequate sum covering its officers and agents during the performance of their duties.

### **ARTICLE XIII - PENSIONS**

The Town shall provide pensions and retirement benefits to officers covered by this Agreement pursuant to provisions of the statutes and laws of the State of new Jersey (N.J.S.A. 43:16A et seq.)

## **ARTICLE XIV - GRIEVANCE PROCEDURE**

Section 1. A grievance is defined as any disagreement or dispute relating to the terms and provisions of this contract, between an officer and the Employer, or between the KFSOA and the Employer, whereas to the said terms and provisions of this contract, there has been an inequitable, improper or unjust application, interpretation or violation of this Agreement or a policy or administrative decision interpreting this Agreement, which affects them.

Section 2. Nothing in this Agreement shall prevent an officer from discussing any problem with his superior but there will be no formal grievance until it has been reduced to writing.

Section 3. The following procedure is established for the presentation of grievances and shall be pursued in the order specified:

(a) In the first instance, the KFSOA, through its duly authorized representative, shall attempt to settle, informally, all grievances.

(b) If the grievance is not settled informally, then the KFSOA shall submit such grievance in writing, no later than ten (10) days after the incident complained of, except in those cases where the aggrieved is physically incapacitated, in which event he or the KFSOA shall initiate this complaint within ten (10) days after regaining his capacity to act, to the Chief of the Fire Department and the answer to such grievance shall be made in writing with a copy to the KFSOA and information copy to the Town Attorney within five (5) days of its submission, excluding Saturdays, Sundays and Holidays.

(c) If the grievance is not resolved in accordance with the procedure set forth in paragraph (b) herein, or if no answer has been received from the chief within the time set forth herein, the KFSOA shall submit the grievance to the Fire Committee or the entire Mayor and Council for the purposes of adjusting or resolving such grievances. The Fire Committee, Mayor and Council as the case may be, shall hold a hearing within fourteen (14) days, at which all parties shall have the right to be heard and shall report its findings in writing to the KFSOA and the officer concerned, within ten (10) days of said hearing, in writing. Nothing herein contained shall prohibit the informal settlement of a grievance at any stage.

(d) If the grievance is not settled through the steps as outlined above, then the aggrieved shall have the choice of pursuing all legal remedies afforded by provisions of the Civil Service Act, or to submit such grievance in Arbitration in accordance with Article XV herein.

## **ARTICLE XV - ARBITRATION**

Section 1. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this Agreement, not settled by the Grievance Procedure herein provided, shall be referred to an arbitrator as hereinafter provided.

Section 2. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following the presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the dispute in the manner set forth in Rule 19:13—14, Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission.

Section 3. The decision of the Arbitrator shall be in writing and shall include the reasons for each finding and conclusion, and shall be rendered within thirty (30) days if circumstances permit. The Arbitrator shall have no right to vary or modify the terms of this Agreement.

Section 4. The decisions of the Arbitrator shall be final and binding on the KFSOA and on the Town.

Section 5. Where the officer has exercised his right to appeal as expressly granted in the Revised Civil Service Rules or Statutes of New Jersey, there shall be no right to arbitration under the provisions of this Article.

## **ARTICLE XVI - SAVINGS CLAUSE**

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement, to the end that in the event any clause or clauses shall be finally determined to be in violation of any law, then and in each such event, such clause or clauses only, to the extent that any may be so in violation, shall be deemed of no force and effect, and unenforceable without impairing the validity and enforceability of the rest of the rest of this Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear. In the event of such contract clause invalidation, both the Town and the KFSOA agree to meet within ten (10) days of such determination and negotiate a valid clause reflecting the intent of the parties and to reach such agreement concerning said valid clause within thirty (30) days. Said thirty (30) days may be extended by mutual consent of both parties.



## **ARTICLE XVII - WAIVERS**

The waiver of any breach of any term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

## **ARTICLE XVIII - RETROACTIVITY**

Except as otherwise provided, this Agreement shall be retroactive to July 1, 2000. Retroactive pay shall be paid as follows:

(a) Payment for the years July 1, 2000 through June 30, 2004 shall be paid in the calendar year 2005.

(b) Payment for the years July 1, 2004 through December 31, 2005 shall be paid on or before September 8, 2006.

(c) Notwithstanding the provisions of (a) and (b) above, officers who retire prior to September 8, 2006 shall receive the entire amount of retroactive compensation on or before their retirement date. If in the event an officer dies, his estate will received his full retroactive compensation.

## **ARTICLE XIX - MEDICAL TREATMENT**

Insofar as permitted by law, the Town shall provide medical treatment to officers who are retired due to disability for their injuries arising out of and in the course of employment.

## **ARTICLE XX - VACANCIES**

The Town reserves the right to create a table of organization of Fire Department personnel by Ordinance which shall set forth the number of Captains and Deputy Chiefs in the rank heretofore enumerated that the Fire Department shall have on its force. The Town also reserves the right to amend such table of organization as it deems necessary to do so in the best interest of the Town of Kearny.

## ARTICLE XXI - LONGEVITY

Section 1. Effective January 1, 1989, every officer covered by the Agreement shall be paid, in addition to the rates of pay set forth in Article VII herein, a longevity increment based upon years of service with the Town of Kearny in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE</u>
4 through 7	2
8 through 11	4
12 through 15	6
16 through 19	8
Beginning 20	10

### Section 2.

(a) Longevity shall be considered earned as of January 1st of each year, if the officer shall have completed his necessary years of service during said calendar year and longevity shall be paid as part of the regular weekly pay. In the event of retirement or death, the officer or his estate shall receive his longevity pay.

(b) Provided, however, that after January 1, 1974, an officer may credit only up to a maximum of five (5) years of service with another department of the Town of Kearny for longevity purposes.

### Section 3.

The wage scales attached hereto as Schedule A reflect the following:

Effective July 1, 2005, longevity pay shall be rolled into base pay for all calculation purposes at each step of the salary schedule at the rate of the new maximum longevity percentage of 9.25%. The longevity provision shall then be removed from the Agreement. Fire officers who have entered twenty (20) or more years of service as of July 1, 2005 shall be "red-circled" and shall continue to receive the maximum longevity percentage of 10% prior to the change, in their base pay, until their last date of employment. Upon the retirement of all fire officers who, as of July 1, 2005, have entered twenty (20) or more years of service, this provision shall cease to exist and shall not apply to any fire officer who, as of July 1, 2005, has not entered twenty (20) years of service prior to that date. They, as well as newly promoted fire officers, shall receive the maximum of 9.25% that has been rolled into base pay.

## **ARTICLE XXII - ACTING CAPACITY**

All officers working in a capacity in a pay grade above theirs will be paid in the lowest step of that pay grade for the time of such performance provided such designation is made in writing by the Chief or his authorized designee.

## **ARTICLE XXIII - MUTUAL AID**

In the event an officer is sent to work in another municipality for Mutual Aid, the employer agrees that, in the event such officer is killed or injured while rendering aid to a neighboring community, or en route thereto or therefrom, such officer will be fully covered by insurance and pension, the same as if he were working in Kearny.

## **ARTICLE XXIV - RETENTION OF BENEFITS**

Any and all benefits now presently enjoyed by the officers and not specifically enumerated in this Agreement shall be in full force and effect and retained by all members of the Kearny Fire Superior Officers Association.



**SCHEDULE A**

Deputy Fire Chief

Step	1	2	3	4	5	6
1-Jul-00	79,736	82,911	86,213	89,647	93,219	97,861
1-Jul-01	82,889	86,175	89,593	93,146	96,844	101,649
1-Jul-02	86,153	89,553	93,091	96,769	100,596	105,569
1-Jul-03	89,530	93,050	96,712	100,518	104,479	109,626
1-Jul-04	93,026	96,669	100,459	104,398	108,498	113,825
1-Jul-05	116,166	120,688	125,393	130,283	135,373	141,985
1-Jul-06	120,232	124,912	129,781	134,843	140,111	146,955

Current KFSOA members who have entered twenty (20) or more years of service as of July 1, 2005

Deputy Fire Chief

Step	1	2	3	4	5	6
1-Jul-00	79,736	82,911	86,213	89,647	93,219	97,861
1-Jul-01	82,889	86,175	89,593	93,146	96,844	101,649
1-Jul-02	86,153	89,553	93,091	96,769	100,596	105,569
1-Jul-03	89,530	93,050	96,712	100,518	104,479	109,626
1-Jul-04	93,026	96,669	100,459	104,398	108,498	113,825
1-Jul-05	115,374	119,865	124,538	129,395	134,450	141,017
1-Jul-06	119,412	124,060	128,896	133,924	139,156	145,953

Current KFSOA members with less than twenty (20) years of service as of July 1, 2005

Any new member promoted into the KFSOA after July 1, 2005

Captain

Step	1	2	3	4	5	6
1-Jul-00	59,880	63,486	65,290	69,515	71,414	77,424
1-Jul-01	62,338	66,070	67,937	72,310	74,276	80,496
1-Jul-02	64,882	68,745	70,677	75,203	77,238	83,676
1-Jul-03	67,515	71,513	73,513	78,197	80,303	86,967
1-Jul-04	70,240	74,378	76,448	81,297	83,476	90,373
1-Jul-05	87,879	93,016	95,586	101,605	104,310	112,872
1-Jul-06	90,995	96,272	98,932	105,161	107,961	116,823

Current KFSOA members who have entered twenty (20) or more years of service as of July 1, 2005

Captain

Step	1	2	3	4	5	6
1-Jul-00	59,880	63,486	65,290	69,515	71,414	77,424
1-Jul-01	62,338	66,070	67,937	72,310	74,276	80,496
1-Jul-02	64,882	68,745	70,677	75,203	77,238	83,676
1-Jul-03	67,515	71,513	73,513	78,197	80,303	86,967
1-Jul-04	70,240	74,378	76,448	81,297	83,476	90,373
1-Jul-05	87,280	92,382	94,934	100,912	103,599	112,102
1-Jul-06	90,335	95,615	98,257	104,444	107,225	116,026

Current KFSOA members with less than twenty (20) years of service as of July 1, 2005

Any new member promoted into the KFSOA after July 1, 2005

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

ATTEST:

TOWN OF KEARNY

BY \_\_\_\_\_

BY \_\_\_\_\_

ATTEST:

KEARNY FIRE OFFICERS  
ASSOCIATION

BY \_\_\_\_\_

BY \_\_\_\_\_

JEFFREY BRUDER  
President, KFSOA

BY \_\_\_\_\_

BY \_\_\_\_\_

