

Memorandum of Agreement

between

Fireman's Mutual Benevolent Association Local No. 40

- and -

Township of South Orange Village

Whereas the Township of South Orange Village (the "Township") and Fireman's Mutual Benevolent Association Local No. 40 (the "FMBA") have conducted negotiations for a successor collective bargaining agreement; and

Whereas the Township and the FMBA have reached tentative agreement on all issues which were the subject of negotiations;

Now therefore, the parties agree to amend the existing agreement as follows:

1. The term of the new Agreement shall be from January 1, 2000 to December 31, 2003.
2. **Article XII, Wages**, Section 1 shall be modified to reflect wages as follows:

For Firefighters Hired Before 1/1/02

	<u>1/1/00</u>	<u>1/1/01</u>	<u>1/1/02</u>	<u>1/1/03</u>
STARTING SALARY	31,747	32,858	34,172	35,539
STEP 2	40,652	42,034	43,715	45,464
STEP 3	49,452	51,183	53,230	55,359
STEP 4	58,305	60,346	62,759	65,269

For Firefighters Hired After 1/01/02

	<u>4%</u> <u>1/1/02</u>	<u>4%</u> <u>1/1/03</u>
STEP 1 (6 mos.)	24,000	24,000
STEP 2 (6 mos.)	27,476	28,574
STEP 3	34,533	35,914
STEP 4	41,590	43,254
STEP 5	48,646	50,552
STEP 6	55,702	57,930
STEP 7	62,759	65,269

3. **Article XXVI, Emergency Medical Technicians**, Section 1 shall be changed to provide that all firefighters hired on or after January 1, 2003, as part of their initial training in addition to attending a fire academy, shall be certified as EMT's or shall take an appropriate EMT course to obtain certification as an EMT.

Training for EMT certification or recertification shall either be done during a firefighter's normal tour of duty or during the off duty hours. If training is done other than during the normal tour of duty of a firefighter, that firefighter shall be compensated in accordance with Article XXVI of the contract.

The Village shall authorize not less than sixteen (16) firefighters to perform EMT duties. Each firefighter so assigned shall receive an additional four (4) percent in his or her salary for such period of time as the firefighter shall be designated to perform EMT duties. If more than sixteen (16) firefighters express an interest in performing such duties, then the positions shall be filled on the basis of seniority. If sixteen (16) or fewer firefighters express such an interest, the Village may in its discretion assign up to sixteen (16) firefighters to be trained for and perform such duties in the inverse order of seniority. The Village reserves the right to disqualify any firefighter/EMT whose performance of EMT duty is unsatisfactory.

For firefighters hired on or after January 1, 2003, maintaining the EMT certification shall be a permanent condition of employment and the obligation of the employee. For current firefighters who elect to be trained, or who are designated to be trained in order to reach a complement of sixteen (16) trained EMT personnel, and thus

receive the four (4) percent premium pay as EMT certified, shall be required to maintain the EMT certification as a permanent condition of employment unless their failure to do so does not result in the total complement of EMT personnel being sixteen (16) or less. Should the Village be required to designate an EMT who has allowed his/her certification to lapse as an EMT, such person shall be required to become re-certified on their own time and at their own expense.

Once the Fire Department begins perform EMT duties, the Village will use its best efforts to ensure that at least two (2) firefighters respond as EMT personnel in all cases.

4. **Article XIII, Longevity** shall be changed to eliminate the second paragraph which sets a different longevity scale for new hires after January 1, 1992. All employees shall henceforth be covered by one longevity schedule which is the one in Article XIII Longevity for employees hired prior to January 1, 1992.

Effective January 1, 2000 the annual longevity increment shall be paid on a bi-weekly basis in addition to the employee's salary and shall be considered a part of the employee's base pay for all purposes. In calendar years during which the anniversary occurs, the bi-weekly longevity payment shall be computed at the higher increment for the entire calendar year. There shall be no additional pro rata payments.

In computing overtime pay which may become due to a firefighter, longevity shall be included in the computation of the employee's hourly rate for all purposes.

5. **Article VI, Hours of Work and Overtime**, Section 2 shall be changed to add the following language: The employee's regular hourly rate for purposes of computing overtime shall include the employee's longevity pay and any stipend that may apply to the employee.

6. **Article XVII, Clothing Allowance and Maintenance**, Section 1 shall be modified to provide that the clothing allowance shall increase by \$100 in the year 2002 and \$100 in the year 2003.

7. **Article XVII, Clothing Allowance and Maintenance**, Section 2 shall be modified to provide that the clothing and maintenance allowance shall increase by \$25 in the year 2000 and by \$25 in the year 2001.

8. There shall be added to the Agreement an Article entitled **Death in the Family** which shall read as follows: For the death of a member of their immediate family, leave with pay commencing on the date of the death shall run for a period of four (4) calendar days, or to the date of interment or date of cremation, whichever is later, provided, however, that it shall not extend beyond four (4) working days. Immediate family shall include spouse, children, parents of the employee or spouse, grandparents, brothers, sisters and domestic partners. In the event of the death of grandparents, brothers or sisters of the employee's spouse or domestic partner, the employee shall be granted up to two (2) calendar leave, with pay, commencing with the day of the death of the identified persons.

9. **Article X, Holidays**, Section 1 shall be deleted and replaced with the following language: There shall be thirteen (13) recognized holidays paid at nine (9) hours per day straight time under this Agreement. Effective January 1, 2000, the holiday pay for all employees shall be computed and paid as an additional portion of the employee's regular bi-weekly base pay and shall be considered part of the employee's base rate of compensation for pension purposes.

In addition to the thirteen (13) recognized holidays, each member of the Bargaining Unit shall be entitled to an additional floating holiday which shall consist of nine (9) hours which may be taken upon a date mutually agreed-upon by the employee and the employer during the calendar.

10. **Article VII, Vacations** shall provide that vacations for all firefighters hired prior to November 15, 2002 shall be granted as follows:

- a. Less than one full year of service—24 hours of vacation for each 2 months of continuous service from date of appointment
- b. One complete year by Dec. 31 to in 4th year—7.5 days
- c. 5th year to in 9th year—9 days
- d. 10th year to in 14th year--9.5 days

- e. 15th year to in 19th year—10 days
- f. 20th year and beyond—10.5 days

For all firefighters hired after November 15, 2002, vacations shall be granted as follows:

- a. Less than one full year of service—8 hours of vacation per month plus 8 hours for each 6 months.
- b. 1 year to 3 years—6 days
- c. 4 years to 5 years—7 days
- d. 6 years to 10 years—8 days
- e. 11 years to 15 years—9 days
- f. 16 years to 20 years—10 days
- g. 21 years and beyond—10.5 days

11. There shall be added a Section to **Article XI Miscellaneous**, entitled: **Labor/Management Relations Committee**. The Village and the Union have agreed to establish a Labor/Management Relations Committee for the purpose of informally discussing working conditions and safety issues which bear on the working conditions and improvements in providing services to the community and otherwise increasing productivity. These meetings will be held on a quarterly basis, but may be held either more frequently or less frequently, as the need for such meeting arises or lessens. The Village and the Union each agree that the Labor/Management Relations Committee shall consist of no more than four (4) persons appointed by each party, unless otherwise mutually agreed upon.

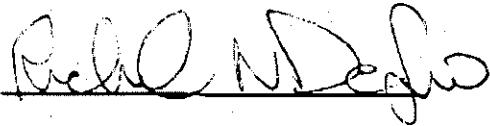
The parties agree that the Labor/Management Relations Committee shall meet and the parties shall confer in good faith to address all issues with respect to the implementation of the EMS program. The parties agree that, notwithstanding this provision, each party maintains a reservation of rights with respect to the negotiability and arbitrability of any issues pursuant to New Jersey Statutes.

12. Article X, paragraph 1 shall be amended to read as follows in relevant part:
“...Such exchanges shall be limited to *initiating* seven twenty-four) (24) hour...”

13. James Mastriani, the Mediator/Arbitrator selected by the parties, shall retain jurisdiction to address any and all arbitrable issues as agreed upon by the parties or as determined by PERC in connection with the successor Agreement. The Mediator/Arbitrator retains the right to require the parties to attend mediation sessions with him prior to going to arbitration.

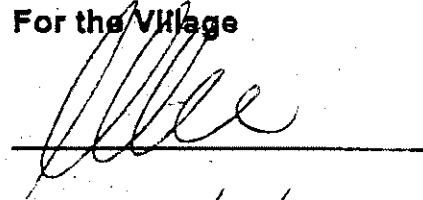
In Witness Whereof, the parties have signed this Agreement on the date indicated below.

For the FMBA



1/7/03 (date)

For the Village



1/7/03 (date)

A G R E E M E N T

BETWEEN:

THE TOWNSHIP OF SOUTH ORANGE VILLAGE

- and -

FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION BRANCH #40

January 1, 2000 to December 31, 2003

LAW OFFICES:

EDWIN R. MATTHEWS, P.C.
30 Columbia Turnpike
Florham Park, NJ 07932
(973) 660-9650

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PREAMBLE

WHEREAS, the TOWNSHIP OF SOUTH ORANGE VILLAGE, a municipal corporation, situated in the County of Essex, State of New Jersey, hereinafter referred to as the "Village" and Local #40 FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION, hereinafter referred to as the "FMBA" believe that through collective negotiations, it is possible to secure more efficient productive and progressive public service for all citizens of the Village; and

WHEREAS, the parties have engaged in such collective negotiations.

NOW, THEREFORE, in order to maintain and promote a harmonious relationship between the Village and those of its firefighters who are within the scope of this Agreement;

IT IS ON THIS day of , 2003, agreed as follows:

ARTICLE IRECOGNITION AND AREAS OF NEGOTIATION

Section 1. The Village hereby recognizes the FMBA as the exclusive representative and negotiating agent for the unit, consisting of uniformed firefighters within the Village's Fire Force, excluding therefrom the Chief, Deputy Chief, and all Superior Officers.

Section 2. The Village President, Board of Trustees and the FMBA hereby agree that the FMBA has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustments of disputes and grievances pursuant to C.303, Laws of 1968, as amended.

ARTICLE IICHECKOFF AND FMBA SECURITY

Section 1. The Village agrees to deduct bi-weekly membership dues from the pay of those firefighters who individually and voluntarily request in writing that such deductions be made. Consistent with applicable law, the request shall be made upon a form agreed upon between the Village and the FMBA. The amounts to be deducted shall be certified to the Village by the Treasurer of the FMBA. The aggregate deductions of all collections so made by the Village from all employees shall be remitted, together with an itemized statement prepared by the Village Treasurer, to the Treasurer of the FMBA.

Section 2. Any written request by a firefighter covered by this Agreement to terminate dues deductions must be received in writing by the Village and the FMBA. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1st or July 1st next succeeding the date on which such notice of withdrawal is filed.

Section 3. The FMBA agrees to indemnify and hold harmless the Village from any causes of action, claims, loss or damages incurred as a result of this Article.

ARTICLE IIIAGENCY SHOP

Section 1. Upon the request of the FMBA, the Village shall deduct a representation fee from the wages of each Employee who is not a member of the FMBA.

Section 2. These deductions shall commence thirty (30) days after the beginning of employment in the unit, or ten (10) days after re-entry into employment in the unit.

Section 3. The amount of said representation fee shall be certified to the Village, by the FMBA, which amount shall not exceed eighty-five (85%) percent of the regular membership dues, fees and assessments charged by the FMBA to its own members.

Section 4. The FMBA agrees to indemnify and hold the Village harmless against any liability, cause of action or claims of loss, whatsoever, arising as a result of said deductions.

Section 5. The Village shall remit the amounts deducted to the FMBA in the same manner as used to remit the dues of FMBA members.

Section 6. The FMBA shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the FMBA shall be available to all Employees in the unit on an equal basis at all times. In the event the FMBA fails to maintain such a system, or if membership is not so available, the Village shall immediately cease making deductions.

Section 7. At any time when the Union increases its dues, and it shall notify the Village in writing of said increase and the concomitant increase in representation fee. The Village shall commence deducting pursuant to the terms of this Article, the increased representation fee no later than the second payroll period after notice of said increase when feasible.

ARTICLE IVFMBA NEGOTIATION COMMITTEE ITS RIGHTS AND DUTIES

Section 1. The FMBA Negotiating Committee shall consist of not more than four (4) members. No more than two (2) firefighters from the same tour shall attend negotiations. The Village and the FMBA shall attempt to provide 48 hours notice of a meeting and the fact that need for "leave from duty" is required shall be given to the Chief of the Fire Force, the members of the committee shall be granted "leave from duty with full pay" so as to be able to attend all meetings between the Village and the FMBA, whose purpose is the negotiation of the terms of an agreement. All of the foregoing is subject to the understanding that the conduct of said business shall not diminish the effectiveness of the Fire Force or require the recall of off-duty firefighters to bring the Force to its proper effectiveness.

ARTICLE VSERVING IN AN ACTING CAPACITY

Section 1. When a firefighter is serving in an acting or provisional capacity of higher rank, or filling a promotional vacancy pending appointment by the Board of Trustees, the firefighter will be paid at the lowest step of that rank so long as the firefighter continues to serve in that particular acting capacity.

If the firefighter who is working in the acting capacity receives the promotion to the higher rank, then his/her time served in that acting capacity shall count as time towards his/her permanent appointment.

Section 2. This Article is subject to the provisions of Article XVII (Management Rights) and no change shall be made until after prior consultation with the FMBA.

ARTICLE VIHOURS OF WORK AND OVERTIME

Section 1. The normal work schedule of employees covered under this Agreement shall be a twenty-four (24) hour tour of duty which at all times will start at 8:00 a.m., followed by seventy-two (72) hours off, all of which comports with a work week which averages not more than forty-two (42) hours computed over an eight week cycle.

The foregoing is the normal work schedule, provided, however, it shall not abridge, alter or affect the right of management to transfer and assign employees either temporarily or permanently, provided that such transfers shall not be arbitrarily made and shall be reasonable as to frequency. Where such transfers are effected to eliminate the payment of overtime, the employee affected shall be given one and one-half (1-1/2) days compensatory time for each transfer at a time that manpower is available. Such compensatory time must be taken within twelve (12) months following the transfer, or it shall be waived.

The parties agree to a 40-hour work week for new hires in connection with their initial training. In addition, the parties agree that in special training the Village may reassign a firefighter to a 40-hour work week. This clause shall not apply in the case of on the job training. On-the-job training is defined as training provided by members of the department.

Section 2. An employee who is called in for overtime or is asked to return for a recall will be guaranteed a minimum of

four (4) hours pay at the rate of one and one-half (1-1/2) times the rate being received for each hour of regular service.

Employees will be released from overtime duty by the chief or the Chief's designated representative when the emergency is over. Such release will be done as expeditiously as possible.

Employees who are held over for more than fifteen (15) minutes beyond the change of shifts at 8:00 a.m. or 6:00 p.m. shall be paid at the then current rate of overtime pay for the amount of time actually worked, less the first fifteen minutes of overtime.

All overtime must be authorized and shall be performed by an employee of the same rank or classification as that held by the employee replaced on the tour in the firehouse. If no such employee is available, the chief shall assign the overtime in accordance with his discretion and consistent with the needs of the department.

Overtime will be worked in increments of ten (10) hours if a person is needed between the hours of 8:00 a.m. and 6:00 p.m. and fourteen (14) hours if a person is needed between 6:00 p.m. and 8:00 a.m.

The employee's regular hourly rate for purposes of computing overtime shall include the employee's longevity pay and any stipend that may apply to the employee.

An employee may opt to receive compensatory time in lieu of overtime pay. The granting of this compensatory time shall require that it shall not cause, in its use, any additional overtime and shall be subject to the approval of the Chief or in

the Chief's absence, the Chief's designee, which approval shall not be unreasonably withheld.

The Fire Inspector will be required to actively participate in at least two (2) training sessions a week in order to share in regular overtime.

The foregoing is without prejudice to the Village's contention that it has the managerial right and prerogative to change the work schedule. The FMEA challenges and disagrees with this contention as reflected in the settlement agreement signed March 10, 1992 and in the disputed cases.

ARTICLE VIIVACATIONS FOR FIREFIGHTERS

Section 1. Vacations for all firefighters hired on or before November 15, 2002 shall be granted with pay in accordance with the following scale based on the annual salary rates:

<u>PERIOD OF SERVICE</u>	<u>VACATION PERIOD EXPRESSED IN DAYS/HOURS</u>
Employees who have not completed one (1) year of service	24 hours of vacation for each two months of continuous service from date of appointment
----- Employees with one complete year by Dec. 31st to in 4th year	7.5 days
----- Employees in their 5th year to in 9th year	9 days
----- Employees in their 10th year to in 14th year	9.5 days
----- Employees in their 15th year to in 19th year	10 days
----- Employees in their 20th year beyond	10.5 days

Section 2. Notwithstanding the above vacation schedule, all firefighters hired after November 15, 2002 shall receive the following vacation schedule:

<u>Years of Service</u>	<u>Vacation Allowance</u>
0-1 years of service	8 hours per month plus 8 hours for each 6 months
1-3 years of service	6 days
4-5 years of service	7 days
6-10 years of service	8 days

11-15 years of service	9 days
16-20 years of service	10 days
21 + years of service	10.5 days

Section 3. Members will be allowed to take one-half (1/2) of their vacation as split days of either 8:00 a.m. to 6:00 p.m. or 6:00 p.m. to 8:00 a.m. increments.

Section 4. The vacation period for each calendar year shall be the first day of January to the thirty-first day of December. Firefighters shall receive their regularly scheduled three days off prior to the start of their vacation. If the services of a firefighter are terminated by reason of discharge for cause, voluntary quit, or death during the calendar year, the vacation entitlement of such employee shall be prorated from January 1 to his/her date of separation, and any unearned vacation which has been paid to such firefighter shall be deducted from his/her final pay check. Any earned vacation under the foregoing circumstances which is not taken shall be paid in accordance with the pro-rated schedule set forth above.

Section 5. Two firefighters or one firefighter and one officer from each tour will be allowed on vacation at any one time. Vacations will be selected by seniority starting with the Captain of the tour, then the Lieutenant, then the senior firefighter and so forth. Vacation lists for the following year will be posted by the first of December of the preceding year so that vacations may be selected in accordance with the procedure set forth in Article VIII.

Section 6. Anything in Section 5 to the contrary notwithstanding, it is agreed that three (3) people now on the same full tour may be on vacation at the same time if the situation arises because of transfer made within the department. Such vacations will be allowed even though to do so may create a situation where overtime service is required.

ARTICLE VIIIVACATION SCHEDULING

Section 1. The vacation period for each calendar year shall be the first day of January to the 31st day of December, and employees shall receive their regularly scheduled three days off where applicable prior to the start of their vacation.

Section 2. Vacation lists shall be posted by the first of December of the preceding year.

Section 3. From December 1 of the preceding vacation year until February 1, all employees will sign for at least one pick, and vacations will be picked up by seniority in accordance with the provisions of Article VII of the Agreement between the parties.

Section 4. From February 1 until March 15, all employees will sign for at least one additional vacation pick, with vacations again to be picked by seniority in accordance with the provisions of Article VII.

Section 5. From March 15 until May 15, all employees will sign for whatever vacation entitlement that remains due to them, with these final vacation picks again to be by seniority in accordance with Article VII of the Agreement.

Section 6. Single day vacations will be limited to a maximum of seven picks per employee.

Section 7. Employees may change their four picks to open areas (meaning that any such changes will not create an overtime situation) with a fourteen-day request for such change in writing

to the Chief or Deputy Chief. If a written request is made less than fourteen days in advance and the change causes no hardship to the Force, such requests will not be unreasonably denied.

Section 8. Employees may change one-day picks to open areas (meaning that any such changes will not create an overtime situation) with a seven-day request for such change in writing in advance to the Chief or Deputy Chief. If the written request for change of a one-day pick is given less than seven days in advance and the change causes no hardship to the Force, such request will not be unreasonably denied.

Section 9. At all times, tour picks will supersede one day picks.

Section 10. Vacation picks out of prime time will not be charged as an employee's first pick.

ARTICLE IXTERMINAL LEAVE

Section 1. Employees covered by this Agreement shall be entitled to Terminal Leave of thirty (30) days upon retirement in accordance with the provisions of the Terminal Leave policy presently in effect in South Orange Village.

ARTICLE XHOLIDAYS

Section 1. There shall be thirteen (13) recognized holidays paid at nine (9) hours per day straight time under this Agreement. Effective January 1, 2000, the holiday pay for all employees shall be computed and paid as an additional portion of the employee's regular bi-weekly base pay and shall be considered part of the employee's base rate of compensation for pension purposes.

In addition to the thirteen (13) recognized holidays, each member of the Bargaining Unit shall be entitled to an additional floating holiday which shall consist of nine (9) hours which may be taken upon a date mutually agreed-upon by the employee and the employer during the calendar.

Section 2. It is recognized by both parties that employees of the Fire Force may not, by reason of Fire Force business, enjoy the aforesaid holidays by working on these dates. Therefore, in lieu of the holiday itself, such employee shall receive compensation therefor. In the event any of the aforesaid allowed paid holidays falls on a non-duty day, said holiday shall be deemed to have fallen on a regular working day.

ARTICLE XIMISCELLANEOUS

Section 1. Leave of Absence. No members of the Fire Force shall be absent from duty without first making written application for leave of absence, stating in detail the cause and duration of such absence and presenting the same to the Chief and obtaining the Chief's approval. Requests for leaves over three days shall also be approved by the appropriate authority. Violation of this rule will be deemed absence without leave and subject the offender to loss of pay during absence and charges.

Section 2. Health Benefits. All employees of the Fire Force covered by this Agreement and eligible members of their families shall be entitled to full coverage of Blue Cross-Blue Shield, Rider U and Major Medical Insurance as provided for in the State Health Plan.

The Village shall also supply a Dental Insurance Plan which provides both preventive and diagnostic services, as well as orthodontic benefits. It is understood and agreed that said Dental Service Plan is one which provides for co-payment of certain items by the employees, all set forth in a complete description of said Plan which has been delivered to the FMBA prior to the signing of this Contract.

It is understood and agreed that the Village reserves the right, with regard to any of the hospital, medical or dental insurance described hereunder, to supply comparable insurance in lieu of the coverage set forth herein. It is understood that the

premiums for these benefits shall be paid for by the Village, but the obligation of the Village shall not include the obligation to pay that portion of the dental program which is the responsibility of the participating employee or his/her family.

Section 3. No Discrimination. The parties agree that there shall be no discrimination with regard to hiring, promotion, job assignment or other conditions of employment because of age, race, sex, creed, color, national origin or FMBA activities.

Section 4. Bulletin Board. The FMBA shall have the use of a bulletin board in Fire Force headquarters for the posting of notices relating to meetings and official bulletins of the FMBA. Any other notices to be posted should be submitted to the Chief for prior approval.

Section 5. Personal Records. Every member shall be allowed to examine, upon request, his/her entire personnel file including confidential information.

Section 6. Labor/Management Relations Committee. The Village and the Union have agreed to establish a Labor/Management Relations Committee for the purpose of informally discussing working conditions and safety issues which bear on the working conditions and improvements in providing services to the community and otherwise increasing productivity. These meetings will be held on a quarterly basis, but may be held either more frequently or less frequently, as the need for such meeting arises or lessens. The Village and the Union each agree that the Labor/Management Relations Committee shall consist of no more than four (4) persons appointed by each party, unless otherwise mutually agreed-upon.

The parties agree that the Labor/Management Relations Committee shall meet and the parties shall confer in good faith to address all issues with respect to the implementation of the EMS program. The parties agree that, notwithstanding this provision, each party maintains a reservation of rights with respect to the negotiability and arbitrability of any issues pursuant to New Jersey Statutes.

Section 7. Fire Fighting and Related Duties. No firefighter of the Fire Force shall be assigned to perform any duty which is unrelated to fire fighting, fire prevention, emergency services, care and maintenance of fire equipment and all other fire related duties. No firefighter shall be ordered to perform plumbing, glazing, plastering, carpentry, wall washing, furniture repair or refinishing or painting, except painting of apparatus floors when necessary. Mechanical work on Fire Force

vehicles beyond first echelon maintenance shall be considered non-fire fighting activity. Existing house routines, such as window washing, grass cutting, floor sweeping and waxing and general housekeeping shall continue to be performed as has existed in the past. Persons may voluntarily perform non-fire fighting duties with consent and approval of the Chief or his/her representatives.

Section 8. Death of Firefighter. In the event of death, the Firefighter's estate shall receive pro-rated to the date of his/her death the following items: earned salary; holiday pay; unutilized vacation time; unpaid clothing allowance; and any other monetary benefits pro-rated as of the date of death.

Section 9. Special Estate Benefits-Line of Duty Death. All hospitalization and major medical insurance coverage shall be continued for widows and dependents of Firefighters killed in the line of duty as defined by the New Jersey State Pension Board. Upon remarriage, the widow shall no longer be entitled to such coverage. Upon reaching the age of majority or upon adoption by the stepfather if the widow remarries, dependents shall no longer be entitled to such coverage. The Village shall have the right to periodically request proof of the fact that the widow has not, in fact, remarried.

Section 10. Credit Union. Every member shall be allowed to have a payroll deduction for a payment to a credit union deducted from his/her salary and remitted by the Village to the credit union. The employee shall provide the Village with a written authorization for such payment.

Section 11. Valor Award Program. A Valor Award Program shall be established within ninety (90) days of this Agreement and shall be continued for the duration of the Agreement.

ARTICLE XIIWAGES

Section 1. The parties recognize the need for continued high quality service to the community, and the parties agree to cooperate with each other to provide this service. The FMBA and each firefighter will maintain and whenever reasonably possible increase their level of productivity and thereby continue to improve services to the community; and the Village agrees to cooperate with the Union to accomplish this objective. In recognition of this pledge of continued high service and improved productivity, the Employer agrees to improve the salaries of all employees covered by this Agreement. Accordingly, the annual basic wage for employees currently employed by the Employer for each of the classification shown for the period designated shall be as follows:

For Firefighters Hired Before 1/1/02

	1/1/00	1/1/01	1/1/02	1/1/03
STARTING SALARY	31,747	32,858	34,172	35,539
STEP 2	40,652	42,034	43,715	45,464
STEP 3	49,452	51,183	53,230	55,359
STEP 4	58,305	60,346	62,759	65,269

For Firefighters Hired After 1/1/02

	1/1/02	1/1/03
STEP 1 (6 mos.)	24,000	24,000
STEP 2 (6 MOS.)	27,476	28,574
STEP 3	34,533	35,914
STEP 4	41,590	43,254
STEP 5	48,646	50,552
STEP 6	55,702	57,930
STEP 7	62,759	65,269

Section 2. Salary Increments. Any person employed in the capacity of firefighter who shall receive appointment after final adoption of this Agreement shall be paid during the first year of such employment at the minimum salary range provided for the respective position as set in this Agreement and having completed the first year of service shall receive a salary increment on the anniversary date to bring the salary to the next increment level as set forth in the salary schedule of this Agreement, and thereafter shall continue to receive an annual increment as provided for in this Agreement upon satisfactory completion of each year of service until one reached the maximum rate for that classification.

Section 3. The annual salary of the Fire Inspector shall be \$1,500.00 more than that of a line firefighter.

Section 4. Employees who have completed their 21th year of service to the Village or in their last year as a result of

buying back military time, as well as those who have served longer shall have their holiday pay considered as part of their Base Pay. It is understood that this is not meant to affect rights which employees have which are determined by references to Base Pay.

Section 5. Fringe Benefits. If during the term of this Agreement, the Village gives additional or greater fringe benefits (than are granted to the employees under this contract) to any group, association, or union with which the Village has a written collective bargaining agreement covering employees of the Village, the FMBA shall have the right to reopen negotiations with the Village but only as to those additional or greater fringe benefits.

ARTICLE XIIILONGEVITY

All employees of the Fire covered by this Agreement shall be entitled to and paid longevity pay, computed as follows:

<u>YEARS COMPLETED</u>	<u>PERCENTAGE OF BASE SALARY</u>
Upon completion of five years	2% of base salary
Upon completion of ten years	4% of base salary
Upon completion of fifteen years	6% of base salary
Upon completion of twenty years	8% of base salary
Upon completion of twenty-five years	10% of base salary

Effective January 1, 2000 the annual longevity increment shall be paid on a bi-weekly basis in addition to the employee's salary and shall be considered a part of the employee's base pay for all purposes. In calendar years during which the anniversary occurs, the bi-weekly longevity payment shall be computed at the higher increment for the entire calendar year. There shall be no additional prorata payments.

In computing overtime pay which may become due to a firefighter, longevity shall be included in the computation of the employee's hourly rate for all purposes.

If an employee leaves the fire force while in good standing, he/she will be considered to have earned a pro rata share of his/her longevity pay for the year of leaving.

ARTICLE XIVEXCHANGE OF SHIFT

An employee may, with the approval of the tour Commander and countersigned by the Chief or the Chief's designee, not less than one day in advance, arrange to exchange shifts with other employees for no longer than two consecutive twenty-four (24) hour shift days so long as there is no additional cost to the Village. Such exchanges shall be limited to initiating seven twenty-four (24) hour shift days total per year, per man, and shall not violate the provisions of law which are or may become applicable to this Force.

Exchanges can be either the 8:00 a.m. to 6:00 p.m. split or 6:00 p.m. to 8:00 a.m. split, or the full twenty-four (24) hour shift.

ARTICLE XVMUTUAL EXCHANGE OF SHIFT AND VACATION SELECTIONS

The Chief will reserve the right to approve or disapprove the mutual exchanges of shift or vacation selection. The parties further agree that requests for mutual exchanges of shifts or vacation selections will, in all cases, be made during the day (when the Chief is, himself, on duty), unless there exist unforeseen circumstances. Should unforeseen circumstances exist where a request for mutual exchange of shifts be made outside of daytime hours, the request shall be to the chief or his/her designee on the premises. All other practices with respect to mutual exchanges of shifts and vacation selections shall remain intact.

ARTICLE XVITIME OFF GRANTED TO DELEGATES

Section 1. Either the President or the FMBA Delegate shall be eligible to attend all State F.M.B.A. membership meetings held during working hours. The person named shall be given a leave from duty with full pay to attend all such meetings provided that said delegate gives reasonable notice to the Chief of the Fire Force and further provided the conduct of such business shall not diminish the effectiveness of the Fire Force in the performance of its function or require the recall of any off duty firefighters to bring the force to its proper effectiveness.

Section 2. A leave of absence with pay to attend and serve as a delegate to the State F.M.B.A. convention shall be granted in writing to not more than three (3) bargaining unit employees during a calendar year, with the extent of the leave limited to three (3) full twenty-four (24) hour tours of duty per year. Application for leave shall be made in writing not less than two weeks in advance. Only one (1) delegate from any one tour of duty shall be permitted to attend the State F.M.B.A. convention. Any delegate attending the State F.M.B.A. convention must submit evidence to the Village certifying the attendance of such delegate to the convention.

Section 3. The Executive Delegate of the FMBA shall be granted leave from duty with full pay for all membership meetings of the State FMBA when such meetings take place at a time when such officer is scheduled to be on duty, provided that said

delegate gives reasonable notice to the Chief of the Fire Force, and further provided the conduct of said business shall not diminish the effectiveness of the Fire Force or require the recall of off-duty firefighters to bring the Force to its proper effectiveness.

Section 4. The President of the FMBA or designee shall be granted time off, without loss of pay, to attend in official capacity as representative of the South Orange Fire Force, funerals held in New Jersey for fire officers who have given their lives in the line of duty. The President of the FMBA or designee shall be allowed to attend funerals outside the State of New Jersey for fire officers who have given their lives in the line of duty, but they must first obtain permission from the Fire Chief.

Section 5. The Village shall permit members of the FMBA grievance committee to conduct the business of the committee, i.e., conferring with employees and the village on specific grievances in accordance with the grievance procedures set forth herein during duty hours of the members without loss of pay. It is understood and agreed that the conduct of such business shall not diminish the effectiveness of the Fire Force or require the recall of off-duty fire officers to bring the Force to its proper effectiveness.

ARTICLE XVIICLOTHING ALLOWANCE AND MAINTENANCE

Section 1. Firefighters covered by this Agreement shall receive a clothing allowance of \$400.00 per year. Commencing 1/1/02 the clothing allowance shall be \$500.00 per year and commencing 1/1/03, the clothing allowance shall be \$600.00 per year. As clothing and equipment becomes worn out or needed, the firefighters shall provide their own replacement for same. The Village will continue to provide goggles and gloves in replacement of those which become lost or destroyed in the normal course of performing force business.

All replacement clothing purchased by firefighters shall conform to the current uniform policy of the force.

The present policy of proper dress of the firefighters shall continue pursuant to the rules and regulations of the Force.

Section 2. A cleaning and maintenance allowance shall be granted to each firefighter covered by this Agreement in the amount of \$225.00 per year in 2000 and \$250.00 per year thereafter.

Section 3. Both the clothing and maintenance allowances set forth above shall be payable on the first pay day in April. Any firefighter who resigns or is removed from the force for cause shall only be entitled to receive a pro rata equivalent of the clothing and maintenance allowance for the year of resignation or removal, which shall be determined based upon the length of

service from January 1 to the date when resignation or removal occurs.

The Village will supply new firefighters with an initial issue of turnout gear and blue work uniforms and the maintenance allowance as set forth in this Article.

Section 4. New fire fighters appointed to the Fire Force shall not during the first year of appointment receive the clothing allowance set forth in Section 1 of this Article. In lieu of such allowance, such fire fighters shall be supplied by the Village with an initial issue of turnout gear and blue work uniforms. New fire fighters appointed to the Fire Force shall receive the cleaning and maintenance allowance set forth in Section 2 of this Article. Said allowance shall be pro rated from the date of appointment to December 31st of the year of appointment. Commencing in the year of service of such fire fighters which begins on January 1st of the year succeeding their year of appointment such fire fighters shall receive when due all allowances provided in this Article.

ARTICLE XVIIIMANAGEMENT RIGHTS

It is understood and agreed that the Village possesses the sole and exclusive right to conduct the Village's business, to manage and direct the affairs of the Fire Force, to fulfill its lawful obligations and that all management rights repose in it.

It is further agreed and understood that all rights of management are retained by the Village unless otherwise specifically restricted by this Agreement. This right shall include, but shall not be limited to, the right to:

- (a) Direct, supervise and otherwise manage the employees, to maximize efficiency and to take all reasonable steps to improve productivity of the Force;
- (b) Hire, promote, transfer and assign;
- (c) Suspend, demote, discharge or take other disciplinary action for good cause and just cause.

ARTICLE XIXRULES AND REGULATIONS

The present rules and regulations in connection with the operation of the Fire Force and maintenance of discipline will remain in effect subject to future changes. The Village may establish and enforce reasonable and just rules and regulations in connection with its operation of the Fire Force and maintenance of discipline.

It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in this Agreement.

In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other superior, the Village shall have the right, at its option, to suspend or discharge the offending employee or employees, subject only to the right of the employee or employees to have the

suspension or discharge treated as a grievance. This shall not operate as a stay of suspension or discharge.

ARTICLE XXRESPONSIBILITIES OF PARTIES TO THIS AGREEMENT

Section 1. It is recognized that the need for continued and uninterrupted operation of the Village's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be and that the FMBA, its officers, members, agents or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, mass resignations, mass absenteeism, picketing, demonstrations, or other similar action which would involve suspension of or interference with normal work performance. The Employer agrees not to lockout any employees covered by this Agreement.

Section 2. The Village shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown, picketing, demonstrations or other such interference.

ARTICLE XXIGRIEVANCE PROCEDURE

Section 1. A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment. In order to provide for the expedition of mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

Section 2. Complaints may be initiated by an individual employee to his/her immediate superior. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized FMBA representative. All grievances shall be promptly raised, and failure to raise a grievance within fifteen (15) days of the occurrence giving rise to the grievance shall constitute an abandonment of said grievance unless the parties mutually agree to extend the time limits set forth herein.

Section 3. When the FMBA wishes to present a grievance for itself or for an employee or group of employees for settlement, such grievance shall be presented as follows:

STEP 1: The President of the FMBA or his/her duly authorized and designated representative shall present and discuss the grievance in writing with the Fire Chief or his/her duly designated representative. The Fire Chief shall answer the grievance in writing within forty-eight (48) hours from the time it is presented to him/her.

STEP 2: If the grievance is not resolved at Step 1 above, or if no answer has been received by the FMBA within the time set forth in Step 1, then the FMBA shall, if it wishes, refer the grievance to the Village Administrator or his/her designee. Such reference shall be made within seven (7) days from the receipt of the result or the failure to receive a response under Step 1. If no grievance is forwarded within said time period, then the grievance shall be deemed to have been abandoned. The Village Administrator or his/her designee shall either answer the grievance in writing within twenty-one (21) days after receipt of the grievance setting forth the position of the Township, or at the option of the Administrator, shall convene a hearing to hear the details of the grievance and to have evidence presented to him/her. The Administrator shall schedule the hearing within fourteen (14) days of the date when the grievance was referred to him/her and shall render his/her opinion within seven (7) days after the holding of said hearing.

STEP 3: If the grievance is not resolved at Step 2, then the FMBA may refer the grievance to the Board of Trustees of the Township of South Orange Village for determination. The FMBA shall refer the matter to the Board of Trustees within seven (7) days after receipt of the response of the Village Administrator under Step 2. The Board of Trustees shall answer the grievance, in writing, within fifteen (15) days of the date of the receipt of the grievance. The answer shall set forth the position of the Village.

STEP 4: If within two (2) weeks of the transmittal of the written answer of the Board of Trustees the grievance is not settled to the satisfaction of the FMBA, it may, within twenty (20) days, request that the grievance be submitted to arbitration as hereinafter set forth. It is understood and agreed, however, that if the aggrieved party elects to pursue Civil Service procedures pursuant to the Statutes of the State of New Jersey, then no arbitration proceedings may be held and arbitration shall have been deemed to have been waived pursuant to the provisions of the Civil Service Law, the Rules and Regulations and procedures established thereunder. If arbitration is the route to be followed, then the rights granted under the Civil Service procedure shall be deemed to have been waived.

Section 4. The Village may initiate a grievance procedure by filing such claim directly with the FMBA. Within ten (10) days after the filing of such claim or such further date as the parties may agree to a meeting shall be held between the representatives of the Village and the FMBA. At such meeting, the parties shall make an earnest effort to adjust the differences between the parties. In the event no such adjustment has been made, then the Village may, if it wishes, file for arbitration in accordance with the provisions of the next Article.

ARTICLE XXII

ARBITRATION

Section 1. If a grievance is not settled under Article XX, such grievance shall, at the request of the FMBA or the Employer be referred to the State Board of Mediation or the Public Employment Relations Commission for the selection of an Arbitrator according to its rules.

Section 2. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

Section 3. All submissions to arbitration must be made within thirty (30) days following the answer of the Board of Trustees if filed by the FMBA and within thirty (30) days following the meeting described in Section 4 of Article XX if filed by the Village.

Section 4. The arbitrator appointed under the above procedure shall interpret the provisions of this Agreement. He/she shall have no power to enlarge upon or reduce the obligations of the parties under this Agreement.

ARTICLE XXIIISENIORITY

Seniority is defined to mean the uninterrupted length of accumulated service of each firefighter computed from the last date of hire. A firefighter's length of service shall not be reduced by the time lost due to sickness or authorized leave of absence.

ARTICLE XXIVSAVINGS CLAUSE

Section 1. It is understood and agreed that if any provision of this Agreement or the application of the Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2. If any such provisions are so invalid, the Village and the FMBA will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXV**SICK LEAVE**

Section 1. Each member shall be granted one and one-quarter (1-1/4) sick days per month for a total of fifteen (15) working days per year up to date of retirement. Sick time shall be accumulated and each member shall be paid for one half of the total amount of sick days accrued from the date of employment to date of retirement to a maximum of \$15,000.00. Payment will be based on annual salary at time of retirement divided by 260.

Section 2. An employee who is out for an entire twenty-four (24) hour shift will have two (2) sick days charged against him/her. An employee who reports in for duty at 8:00 A.M. and subsequently reports off sick during his/her tour and misses more than twelve (12) hours of tour will have one sick day charged against him/her. An employee who reports sick at 8:00 A.M. and subsequently reports back to duty at 6:00 P.M. of that same tour, even though he/she will have worked more than twelve (12) hours of said tour, will be charged one sick day.

Any member of the Force who reports in for duty and subsequently reports off duty due to illness after working one-half the total number of hours of the shift will not lose any sick time.

Section 3. Members who are injured while in the performance of their duty or who sustain an illness directly related to the fire occupation shall not have time deducted from accumulated sick time in accordance with Section 1.

Section 4. Each member upon retirement shall have the option to designate payment of sick time on the day of retirement or during the first full year of retirement.

Section 5. The heirs, assignee, or designee of a member whose employment is terminated by death and while in good standing shall receive the payment as set forth in Section 1.

Section 6. During the month of January of each calendar year, the employer shall furnish written notification to each firefighter and the PMBA as to the amount of accumulated sick leave credited to each firefighter as of December 31st of the preceding calendar year.

Section 7. At all times employees will notify the department at least one-half (1/2) hour before the scheduled reporting time that they are unable to work.

An employee does not have to provide a sick note unless he/she is out for two (2) consecutive twenty-four (24) hour shifts. Single twenty-four (24) hour shift day illness will not cause an employee to provide a note until his/her total number of single sick days is more than four (4). After this point, a note will be required for each subsequent day of illness.

The Village reserves the right to have a physician of its own choice examine the employee to determine whether or not he/she is fit for duty.

The first doctor's visit for each illness will be paid for by the Village when a note is required.

Section 8. A member's bank will be established by receiving fifteen (15) sick days for each year of service, minus days already taken.

Section 9. A member may be permitted to use all of his/her sick time if needed, subject to the provisions of Section 7 of this Article.

Section 10. In the event that an employee uses up all accumulated sick leave, an application may be made to the Board of Trustees of the Village for special consideration due to mitigating circumstances and in the event that the Board of Trustees finds sufficient reasons present, they in their sole discretion, may direct that the employee shall continue to be paid.

Section 11. Members who receive leaves of absence as provided under Article X of the Rules and Regulations of the Fire Force shall not have such time deducted from any accumulated sick time.

ARTICLE XXVIEMERGENCY MEDICAL TECHNICIANS

Section 1. All firefighters hired on or after January 1, 2003, as part of their initial training in addition to attending a fire academy, shall be certified as EMT's or shall take an appropriate EMT course to obtain certification as an EMT.

Training for EMT certification or recertification shall either be done during a firefighter's normal tour of duty or during the off duty hours. If training is done other than during the normal tour of duty of a firefighter, that firefighter shall be compensated as set forth below.

The Village shall authorize not less than sixteen (16) firefighters to perform EMT duties. Each firefighter so assigned shall receive an additional four (4) percent in his or her salary for such period of time as the firefighter shall be designated to perform EMT duties. If more than sixteen (16) firefighters express an interest in performing such duties, then the positions shall be filled on the basis of seniority. If sixteen (16) or fewer firefighters express such an interest, the Village may in its discretion assign up to sixteen (16) firefighters to be trained for and perform such duties in the inverse order of seniority. The Village reserves the right to disqualify any firefighter/EMT whose performance of EMT duty is unsatisfactory.

For firefighters hired on or after January 1, 2003, maintaining the EMT certification shall be a permanent condition of employment and the obligation of the employee. For current

firefighters who elect to be trained, or who are designated to be trained in order to reach a complement of sixteen (16) trained EMT personnel, and thus receive the four (4) percent premium pay as EMT certified, shall be required to maintain the EMT certification as a permanent condition of employment unless their failure to do so does not result in the total complement of EMT personnel being sixteen (16) or less. Should the Village be required to designate an EMT who has allowed his/her certification to lapse as an EMT, such person shall be required to become re-certified on their own time and at their own expense.

Once the Fire Department begins performing EMT duties, the Village will use its best efforts to ensure that at least two (2) firefighters respond as EMT personnel in all cases.

The Village will be responsible for preventive shots/inoculations related to medical emergency responders, as specified by the State Department of Health. The Village will allow selected employees to be excused from duty with pay to attend required EMT courses, if said course date falls on a duty date. If said course date falls on an employees off duty time, the employee will be paid at the rate of time and one-half or compensatory time off at time and one-half at the discretion of management. Also, at the sole discretion of management the provisions of Article VI, Section 1, Special Training, shall apply.

Section 2. For purposes of EMT functions, compensatory time in lieu of overtime pay, may be allowed an employee, at the

option of the employee. The granting of this compensatory time shall require that it shall not cause, in its use, any additional overtime and shall be subject to the approval of the municipality, which approval shall not be unreasonably withheld. The Chief shall have the right to make determinations regarding the use of compensatory time.

Section 3. Firefighters who opt for and are selected for EMT certification must comply with any and all requirements of the Department of Personnel, including promotional examinations if required.

ARTICLE XXVIIDEATH IN FAMILY

For the death of a member of their immediate family, leave with pay commencing with the date of death shall run for a period of four (4) calendar days, or to the date of interment or date of cremation, whichever is later provided, however, that it shall not extend beyond four (4) working days. Immediate family shall include spouse, children, parents of employee or spouse, grandparents, brothers, sisters, and domestic partners. In the event of the death of the grandparents, brothers or sisters of the employee's spouse, the employee shall be granted up to two (2) calendar days leave with pay commencing with the day of death of the identified persons.

ARTICLE XVIIIMEDIATOR/ARBITRATOR

James Mastriani, the Mediator/Arbitrator selected by the parties, shall retain jurisdiction to address any and all arbitrable issues as agreed upon by the parties or as determined by PERC in connection with the successor Agreement. The Mediator/Arbitrator retains the right to require the parties to attend mediation sessions with him prior to going to arbitration.

ARTICLE XXIXDURATION AND CONTINGENCIES

Section 1. This Agreement shall become effective on January 1, 2000, and shall terminate on December 31, 2003.

Section 2. If neither party serves written notice of desire or intention to terminate, amend or modify this Agreement at least 120 days prior to expiration of this Agreement, then the duration of this Agreement shall continue for one additional year.

Section 3. The provisions of this Agreement requiring payment of any sum of money are subject to approval by the Board of Trustees by ordinance. This Agreement is further subject to appropriation being available for any of the purposes hereinabove mentioned, and if not available, the Village agrees to exert its bona fide and lawful efforts to obtain such appropriations.

Section 4. This Agreement is subject to the provisions of the Statutes of the State of New Jersey, and the rules and regulations of the New Jersey Department of Civil Service which shall prevail.

ATTEST:

Marjorie O. Smith
Marjorie O. Smith,
Village Clerk

THE TOWNSHIP OF SOUTH
ORANGE VILLAGE

By: William R. Calabrese
William R. Calabrese
Village President

ATTEST:

Rudy Schneider

FIREMAN'S MUTUAL
BENEVOLENT ASSOCIATION,
BRANCH #40

By: Richard N. DeFino
Richard N. DeFino
President