

A G R E E M E N T

between

**TOWNSHIP OF TEANECK
BERGEN COUNTY, NEW JERSEY**

and

**LOCAL #42
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION**

JUNE 1, 2004 THROUGH DECEMBER 31, 2008

INDEX

ARTICLE

PAGE

Preamble..... 1

I Recognition..... 3

II Management Rights..... 4

III Grievance Procedure..... 5

IV Hours and Overtime..... 9

V Holidays..... 10

VI Vacations..... 11

VII Hospitalization..... 13

VIII Sick Leave..... 14

IX Injured on Duty..... 17

X Salaries and Compensation..... 18

XI Clothing Allowance..... 19

XII Life Insurance..... 20

XIII Terminal Leave..... 21

XIV Collective Negotiations Procedure..... 22

XV No-Strike Pledge..... 23

XVI Non-Discrimination..... 24

XVII Deductions from Salary..... 25

XVIII Rules and Regulations..... 27

XIX Separability and Savings..... 28

XX Fully Bargained Provisions..... 29

XXI Conducting Association Business..... 30

XXII Job Descriptions..... 32

XXIII Acting in a Superior Position..... 33

XXIV Leave with Substitute..... 34

XXV Bereavement Leave.....

35

XXVI Departmental Investigations..... 36

XXVII Ceremonial Duties.....

37

XXVI Term of Agreement.....

38

ARTICLE I

RECOGNITION

- A. The Township hereby recognizes the Association as the exclusive collective negotiations agent for all Firefighters and Lineworkers employed by the Township of Teaneck, but excluding the Chief, Deputy Chiefs, Captains, Lieutenants, other supervisors, craft and professional employees, managerial executives and police within the meaning of the act.
- B. Unless otherwise indicated the terms "firefighter," "firefighters," "employee" or "employees" when used in this Agreement, shall refer to all persons represented by the Association in the defined negotiating unit.
- C. Reference in this Agreement to the masculine (he) shall include the feminine (she).

ARTICLE II
MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees while on duty.

2. To hire all employees and subject to the provision of law, to determine their qualifications and condition for continued employment or assignment and to promote and transfer employees.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under R.S., 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE III

GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

B. DEFINITION

1. The term "grievance" as used herein means any appeal by an individual employee or the F.M.B.A. on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. Similarly, the terms "grievance" as used herein is defined on behalf of the Township as meaning any complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

2. With respect to such employee grievances, no grievance may proceed on behalf of the employer beyond Step One herein, unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by federal or state statute or administrative regulations, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step One herein.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE:

- a. An aggrieving employee shall institute action under the provisions hereof within ten (10) calendar days of the occurrence of the grievance, and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.
- b. The supervisor shall render a decision within five (5) calendar days after the receipt of the grievance.

STEP TWO:

- a. In the event that a satisfactory settlement has not been reached, the employees shall in writing and signed, file his Complaint with the Fire Chief or his representative within ten (10) calendar days filing the determination by the supervisor.
- b. The Fire Chief, or his representative, shall render a decision in writing within ten (10) calendar days from the receipt of the Complaint.

STEP THREE:

- a. In the event that the grievance has not been resolved at step two, then within ten (10) calendar days following the receipt of the determination of the Fire Chief, the matter may be submitted to the Municipal Manager.
- b. The Municipal Manager shall review the matter and make a determination within ten (10) working days of the receipt of the Complaint.

STEP 4 - ARBITRATION:

- (a) Should the Union be dissatisfied with the decision of the Municipal Manager, only the Union may, within fourteen (14) calendar days of the receipt of the Municipal Manager's decision, request arbitration. The arbitrator shall be chosen in a manner in accordance with the rules of the Public Employment Relations Commission.
- (b) No arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Municipal Manager. In the event the Association elects to pursue Department of Personnel procedures, the arbitration hearing shall be canceled and the matter withdrawn from the Public Employment Relations Commission. The Association will pay whatever costs have been incurred in processing the case to the Public Employment Relations Commission.
- (c) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the opportunity to add to, modify, detract from or alter in any way, the provisions of this Agreement or any amendment or supplement thereto.
- (d) The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute. The jurisdiction of the arbitrator in deciding matters in dispute under the Grievance procedure shall cover all grievable matters

in dispute with the exception of those matters determined by the arbitrator to be in the exclusive jurisdiction of the Civil Service Commission. Those matters determined by the arbitrator to be within the exclusive jurisdiction of the Civil Service Commission shall not be decided by the arbitrator except the determination of the jurisdiction.

(e) An arbitrator is empowered to hear and decide only one issue during an arbitration case. The parties are precluded unless they mutually agree from placing more than one issue before the arbitrator.

(f) The costs for the services of the arbitrator and the arbitration facilities shall be borne equally between the Township and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

(g) A subpoena of an off duty member of the Township shall be subject to the following conditions:

(1) In the event the Township subpoenas any off duty member covered by this Agreement to testify on any given date, said member shall be considered on duty when called to testify and shall be compensated a minimum of two (2) hours overtime whether or not he appears to testify. Any time in excess of two (2) hours shall be compensated for on a minute for minute basis.

(2) This provision shall apply as long as the subpoena is in effect.

(3) Any member who is subpoenaed by the Township on scheduled days off shall be limited to appearing to present his testimony. The member shall not be required to perform other duties.

(h) The arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

(i) The decision of the arbitrator shall be final and binding on both parties.

D. ADHERENCE TO TIME LIMITS

The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding Step in the Grievance Procedure, within the time limits prescribed thereunder, then the disposition of the grievance at the last proceeding Step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any Step in the Grievance Procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any Step in the Grievance Procedure.

ARTICLE IV
HOURS AND OVERTIME

A. All employees covered by this agreement are required to work an average of forty-two (42) hours per week in an eight (8) week cycle on a 24/72 shift basis as provided in Ordinance 3809 (to be adopted in accordance with the terms of this agreement) adopted by the Township Council on April 21, 2004. In time of emergency, all members of the Department are subject to call unless they are on authorized leave.

B. All employees shall be paid for all overtime at time and one-half the hourly rate at which he received for his regularly assigned duty.

For regularly scheduled overtime, overtime necessitated by manpower shortages or when an employee is called in to begin his work shift one-half (1/2) hour earlier than the scheduled start time, overtime shall be calculated on a minute for minute basis.

Employees who are held over on a work day shall be compensated on the following basis:

1. Up to fifteen minutes - zero
2. Sixteen to thirty minutes - 1/2 hour
3. Over thirty minutes 1 hour
4. Over one hour - to the nearest quarter hour

C. All employees who are called back to work for an emergency after leaving the premises of the fire house shall receive a minimum of two (2) hours overtime pay.

D. The Fire Department shall establish two overtime lists, one for full tour overtime and one for partial tour overtime based upon seniority, for each platoon.

ARTICLE V

HOLIDAYS

A.

1. All employees working the 24/72 hour week shall receive 156 hours off during each calendar year in lieu of the holidays indicated in B below. Holidays shall be granted subject to the prior approval of the Fire Chief or his designee and shall only be taken in blocks of twenty four (24) hours (a full tour) or partial tours of ten (10) hours (8 AM to 6 PM) or fourteen (14) hours (6 PM to 8 AM). However, twenty four (24) hours of the total holiday time may be taken in one (1) hour increments with a maximum usage of six (6) hours designated as time due.
2. Holidays accumulated prior to this agreement shall be converted to hours based on the following formula: number of days divided by 2 multiplied by twenty four (24) hours equals total accumulated time.
Example: $10 \text{ days} \div 2 = 5 \times 24 = 120 \text{ accumulated hours}$
3. Time due and holiday leave shall not be unreasonably denied.

B. For all other purpose under this Agreement the following days shall and for the purposes of Paragraph A hereof the following days shall be designated as holidays:

New Years Day

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Fourth of July

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

C. The Township agrees to implement the 30 day policy for the use of holidays, as exists for the Fire Officers, as it applies to extended absences.

ARTICLE VI
VACATIONS

A. All Employees working the forty-two (42) hour week shall earn vacation on a calendar year basis in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Vacation Leave</u>
To the end of the first calendar year	One/half work day per full month of service
1 year to 5 years	6 work days
6 years to 10 years	7 work days
11 years to 15 years	8 work days
16 years to 20 years	9 work days
Over 20 years	10 work days

B. Vacations shall be granted in accordance with the following conditions:

1. Assume an employee starts August 1, 2004. At the end of 2004 he is entitled to 2.5 work days as vacation which can be taken between January 1 and December 31, 2005. On January 1, 2006 he would be credited with 6 work days vacation based on a full years employment in 2005 which can be taken in 2006.

2. Employees who earn one-half (½) work days may utilize time due to permit a full work day off.

C. Vacation time accumulated is forfeited if at least seven (7) calendar days notice of intention to terminate employment is not given in writing by the employee to the appropriate department head. All or part of this requirement may be waived by the Township upon approval of the department head and the Municipal Manager.

D. Vacation shall be taken in order of seniority within each platoon.

E. An employee who has returned from extended leave of absence without pay or has been re-employed or re-instated, shall be considered a new employee for the purpose of determining vacation eligibility.

F. All vacations between Memorial Day and Labor Day will be picked in two (2) consecutive work day cycles. All vacations picked prior to Memorial Day and after Labor Day shall be picked as available whether consecutive or not in accordance with D. above. If there are any vacation days left over then the excess will be picked up in accordance with D above on a

second round of picks.

G. Vacation time accumulated prior to this agreement shall be converted to twenty four (24) hour work days by dividing the number of days accumulated in half.

ARTICLE VII
HOSPITALIZATION

- A. The Township agrees to furnish all employees and their eligible dependents, Hospitalization, Major Medical and Rider J coverage with the State Health Benefits Plan of New Jersey.
- B. The Township reserves the right to change insurance carriers during the lifetime of this Agreement so long as substantially similar benefits are provided by the new carrier.
- C. Effective January 1, 1991 the Township agrees to provide all members and their eligible dependents covered by this Agreement a dental insurance plan

ARTICLE VIII

SICK LEAVE

A. Sick leave is defined to mean an absence from post of duty of any employee because of illness, accident, exposure to contagious disease or attendance upon a member of the employee's immediate family who is seriously ill requiring the care or attendance of such employee.

1. Hereafter, the term illness, when used within this Article, shall include all of the aforementioned definitions.

2. Immediate family is defined, for purposes of this Agreement, to be a spouse, children, mother, father, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandmother, grandfather, grandchildren of the employee or spouse or any other person living as a permanent member of the employee's household.

B. All full time employees covered by this Agreement may be compensated for sick leave as hereafter defined, with pay to which they are otherwise eligible, as follows:

1. New employees shall only receive twelve (12) hours for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and six (6) hours if they begin on the 9th through the 23rd day of the month.

2. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with twelve (12) hours for each month of service. Thereafter, at the beginning of each calendar year, in the anticipation of continued employment, employees shall be credited with one hundred and eighty (180) hours of sick leave.

3. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes. Sick days accumulated prior to this agreement shall be converted to hours based upon the following formula: number of days divided by 2 multiplied by twenty four (24) hours equals total accumulated time.

Example: $200 \text{ days} \div 2 = 100 \times 24 = 2400$ accumulated hours

C. When an employee does not report for duty for a period of two (2) consecutive work days or totaling more than eight (8) partial tours in one calendar year because of sickness, he/she shall show proof of his/her inability to work by submitting to the Fire Chief, upon request, a certificate, signed by a reputable physician in attendance, to the effect that the said employee was not, on the date or dates sick leave was requested, physically able to perform any duty connected with his job and is able to return to work and perform any and all duties connected with his/her work. In case the absence is due to the illness of a member of the employee's immediate family, upon request, a certificate signed by a reputable physician in attendance shall be submitted to the Fire Chief. In case absence is due to a contagious disease, a certificate from the Department of Health shall be required. If requested, the employee shall submit to examination by a physician appointed by the Township to substantiate such illness at Township expense.

D. When an employee appears for a work day and leaves before completion of a work day because of illness the following shall apply:

1. Twenty-four (24) hours shall be charged for an absence of more than one-half (1/2) the hours scheduled in the work day.
2. Twelve (12) hours shall be charged for an absence of less than half the hours scheduled in one work day.

E. In order to receive compensation while on sick leave, the employee shall notify the on-duty Deputy Chief at least two (2) hours before the time set for him/her to begin the scheduled tour of duty when reasonably possible. The employee shall give the person being notified the reason sick leave is being requested as to whether it is for family or personal illness. The employees shall, if possible, advise the Deputy Chief whether they will be out for a full tour or a partial tour.

An employee returning from sick leave during a work day, as a result of attendance upon a member of the employee's immediate family as defined in A-1 above, shall notify the Deputy Chief at least two (2) hours prior to 6:00 p.m. Employees shall not be eligible for recall overtime until they call off sick leave. If the Deputy Chief is not available, the notification(s) as required in this paragraph must be made to whomever is in charge of Headquarters.

F. An employee may charge to his/her sick leave a maximum of two (2) work days each year for personal obligations not elsewhere provided for in this Article, provided prior approval is secured from the Fire Chief or his designee.

G. No refund of vacation time shall be allowed due to illness incurred while on vacation.

H. The Township retains the right to require, regardless of the total number of sick days, previously used, the receipt of a physician's certificate substantiating the reason for which any sick leave is requested, when sick leave misuse is suspected.

1. The employee may elect to submit to an examination, at Township expense, by a physician appointed by the Township to substantiate the illness. The Township shall set the date of the examination to assure that it does not cause undue delay in the employee's return to duty; or
2. The employee may elect to provide a physician's certificate from a reputable physician in attendance of his/her choice at his/her own expense.
3. Upon allegations of sick leave misuse, the Fire Chief, or his/her designee, shall consult with the employee and a representative of the Association within seventy-two (72) hours.

I. Whenever a certificate of sick leave is requested by the Fire Chief or his/her designee, such certificate shall be presented to the Township within seventy-two (72) hours of the request or, upon the employee's return to work (whichever is less). Such certificate shall substantiate said illness and verify the employee's ability to return to work and perform any and all duties connected with his/her job. A facsimile transmission of the certificate shall be acceptable provided the employee submits the originally signed certificate, within seventy-two (72) hours of the employee's return to work.

J. Failure to comply with any or all of the provisions contained within this Article may result in the request for sick leave being denied for that specific absence. The employee may be carried as Leave Without Pay and may be subject to disciplinary action.

K. An employee who is absent without notice for two (2) consecutive work days will be subject to dismissal in accordance with Department of Personnel Rules and Regulations.

ARTICLE IX

INJURED ON DUTY

A. When an employee is disabled and unable to work because of an injury or illness arising out of the course of his employment, he shall be granted an injury leave with full pay for a period up to thirty (30) calendar days, provided such employee:

1. Presents evidence that he is unable to work in the form of a certificate from a reputable physician forwarded to the Township Treasurer within seventy-two hours of the injury or illness whenever reasonably possible.

2. Submits upon request to examination by a physician appointed by the Township or the Township Insurance Carrier.

B. If the absence is necessitated after a break of time and the absence is a result of the same on the job injury, the absence will be considered an on the job injury, provided the employee furnishes a medical certificate from his personal physician and further provided that such absence is approved by the insurance carrier.

C. The Township Council may extend an injury leave with pay up to a maximum of one (1) year upon the written recommendation of a physician appointed by the Township.

D. All injury leaves shall terminate when the physician appointed by the Township reports in writing that the employee is fit for duty.

E. Temporary disability payments made in lieu of salary as Workmen's Compensation Insurance from any source which the Township provides, or is statutorily provided to an employee while on injury leave shall be recorded as non-taxable during each period he is carried on the Township's payroll.

ARTICLE X
SALARIES AND COMPENSATION

A. All Firefighters shall be compensated in accordance with the following schedule:

P

STEP					
0-6 Months					
6 Mos-1 Year					
2nd Year					
3rd Year					
4th Year					
5th Year					
6th Year					

B. Annual salary increments shall be provided only to those employees who have satisfactorily performed the duties of their positions. Longevity payments shall continue in effect for the life of this Agreement.

C. All eligible employees shall receive a longevity payment of 2% for each four (4) years of service to a maximum of 12% for twenty-four (24) years of service.

For the purposes of determining the longevity payment, an eligible Employee shall be eligible for a longevity increment and change in the year and on the date of their anniversary of employment with the Township. It is understood and agreed that the term “anniversary date of employment” refers to the beginning date of the Employee’s present full time employment with the Township.

D. All transfers of personnel from other departments to the Fire Department are to be placed at the next comparable salary range/step of this contract per salary schedule of April 1,1990 and thereafter. The transfer and salary step are to be at the Manager's approval.

E. Firefighters with requisite EMT certification shall receive a 2% stipend to the base salaries. The employees shall be obligated to annually provide proof of certification to the Township and immediately notify the Township if there is any change to/in their EMT status. The Township shall reimburse an employee for the cost of the recertification course upon submittal of proof of satisfactory completion of same. Eligible employees shall be granted Leave With Pay to attend the EMT certification or recertification course, when manpower is available.

ARTICLE XI

CLOTHING ALLOWANCE

- A. The Township agrees to pay an annual clothing allowance of \$450.00 per year for the life of this Agreement only to new employees during the period of employment during which they are on the salary step guide. Employees shall cease to receive a separate clothing allowance effective January 1st of the year in which they are eligible to be paid the maximum salary amount. This allowance shall be payable in April of the same calendar year. If an employee terminates his employment during the calendar year, said employee shall be entitled to one-twelfth (1/12) of the allowance for each month he worked up to six months, after which he will be entitled to the entire allowance.
- B. The Township will provide personal protective equipment within the guidelines of PEOSHA to all new employees on the payroll and covered by this Agreement at no cost to the employee.
- C. The Township shall, effective January 1, 1991, establish a fund in the amount of \$5,000 to bear the cost of replacing protective clothing outlined by the Occupational Safety Hazardous Act. Protective clothing having normal wear and tear as well as having accidental damage in the performance of the employee's duties shall be replaced at the expense of the Township from this fund. Protective clothing provided to new employees shall be excluded from this fund.
- D. The employee shall bear the cost of replacing personal protective equipment within the guidelines of PEOSHA only when the loss or damage of said items are a result of the employee's willful misconduct.
- E. All new employees shall receive the clothing allowance provided for in paragraph A upon completion of three (3) months employment.
- F. No more than one allowance may be paid to any employee in any one calendar year.
- G. Firefighters will not be required to wear the dress uniform while making in service inspections, but the dress uniform hat will be worn for identification purposes.
- H. The prescribed Firefighter's uniform and work clothes will comply with the "Fire Department Specifications" as directed and issued under General Order 96-09, as amended now or in the future. The Township will discuss any changes in this regulation with the Association prior to implementation. The Township will continue to annually inspect all uniforms and work clothes, no later than April 1st of each year, to ensure that the uniforms and work clothes are maintained in accordance with the "Fire Department Specifications".
- I. The Firefighter will wear the prescribed uniform during working hours and when reporting for a recall as per G.O. 96-09. The prescribed uniform shall not be worn outside the firehouse except for reporting to and from work, and the wearing of a partial uniform is not permitted.

ARTICLE XII
LIFE INSURANCE

A. The Township agrees to provide a \$10,000 death benefit to all employees covered under this agreement, at no cost to such employee, either through a life insurance policy or a self insurance program.

B. The Township agrees to provide a \$5,000 death benefit for death in the line of duty to all employees covered under this Agreement at no cost to such employee, either through a life insurance policy or a self insurance program.

C. The Township reserves the right to change insurance carriers during the lifetime of this Agreement, so long as substantially similar benefits and the same policy face value are provided by the new carrier.

ARTICLE XIII
TERMINAL LEAVE

- A. Any employee who retires on a monthly pension payment from the Police and Firemen's Retirement System after completing twenty-five (25) years of service with the Township of Teaneck, shall be eligible for a terminal leave payment as heretofore calculated based on 50% of his accumulated sick leave time.
- B. Any employee who retires on a monthly pension payment from the Police and Firemen's Retirement System before completion of twenty-five (25) years of service with the Township of Teaneck, shall be eligible for a terminal leave payment based on the ratio of his number of months of service to three hundred (300) months of service applied to 50% of his accumulated sick leave time. However, if an employee should retire because of a job related disability and receive a monthly pension from the Police and Firemen's Retirement System, the provisions of paragraph A shall apply.
- C. In case an employee dies before retirement, the value of his accrued sick leave will be paid to his estate on the basis of the formula in paragraph A or B.
- D. All employees hired after December 1, 1978 shall be limited to a maximum of \$16,000 in terminal leave pay as heretofore calculated.

ARTICLE XIV
COLLECTIVE NEGOTIATIONS PROCEDURE

A. The F.M.B.A. Negotiating Committee shall consist of no more than five (5) members, of which three (3) members shall constitute a quorum.

B. A maximum of two (2) members of the F.M.B.A. Negotiating Committee shall be granted leave from duty with full pay for the purpose of negotiating the terms of an agreement, when such sessions take place at a time during which such members are scheduled to be on duty. Wherever practicable, such sessions shall be scheduled during the non-working time of the members of the F.M.B.A. Negotiating Committee.

C. Collective negotiating meetings shall be held at times and places mutually convenient at the request of either the Township or the Association.

D. The duly authorized negotiating agent of either the Township or the Association is not required to be an employee of the Township.

ARTICLE XV

NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike, slowdown, walkout or other job action against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

B. A strike for the purposes of this article shall be defined as the concerted failure to report for duty or willful absence of an employee from his position or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employees' duties of employment.

C. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by an Association member shall entitle the Township to invoke any of the following alternatives subject to law:

1. Withdrawal of dues deduction privileges.
2. Termination of employment of such employee or employees subject, however, to the application of the Civil Service Law.

D. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, slowdown, walkout or other job action against the Township.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek to obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE XVI
NON-DISCRIMINATION

A. There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association or because of any lawful activities by such employee, on behalf of the Association. The Association, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association and shall not solicit membership in the Association or the payment of dues during working time.

B. Neither the Township nor the Association shall discriminate against any employee because of race, creed, color, age, sex, or national origin.

ARTICLE XVII

DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of its employees subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9(e), as amended and/or any applicable laws. Said monies together with records of any corrections shall be transmitted to the Association office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made. The Association will provide the necessary "check-off" authorization form and deliver the signed forms to the Township Finance Officer.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice prior to the effective date of such changes, and the amount shall be uniform for all members.

C. The Association agrees that there shall be no discrimination, intimidation, coercion or harassment by it or its officers, agents or members against any employee who refuses or fails to execute an authorization card.

D. Any such written authorization may be withdrawn in accordance with State Law by filing of notice of such withdrawal with the Township Finance Officer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.93, as amended and/or any other applicable laws.

E. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

F. The deductions shall commence for each employee who elects not to become a member of the Association on the first of the month following thirty (30) days written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission. The deductions shall commence for each new employee on the first of the month following sixty (60) days of employment.

G. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues available only to members of the Association, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

H. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

I. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or fair share assessment information as furnished by the Association to the Township, or in reliance upon the official notification on the letter head of the Association and signed by the President of the Association, advising of such changed deduction.

ARTICLE XVIII

RULES AND REGULATIONS

- A. The Township will discuss with the Association proposed new rules or modifications of the existing rules governing the working conditions before they are established.
- B. Copies of all General Orders shall be sent to the Association immediately upon promulgation.

ARTICLE XIX

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in force and effect.

ARTICLE XX

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. Unless a contrary intent is specifically expressed in this Agreement, all practices, procedures and policies governing existing terms and conditions of employment of firefighters which are not specifically enumerated or set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of execution of this Agreement and, during the term of this Agreement, any such practice, procedure or policy pursuant to any rule, regulation, instruction, directive, memorandum, general order, statute or otherwise and governing an existing term and condition of employment shall not be limited, restricted, impaired, removed or abolished unilaterally.

C. The parties agree that the prior practice involving meal relief is hereby abolished.

ARTICLE XXI

CONDUCTING ASSOCIATION BUSINESS

- A. No Association member, officer or Job Steward shall conduct any Association business on Township time except as specified in this Agreement.
- B. The Association's monthly meeting shall be permitted to be held in Fire Headquarters on the second Thursday of each month. Permission for any special meetings shall be obtained from the Chief or his designee.
- C. The Association will notify the Township in writing of the one (1) Job Steward and the four (4) Alternates selected from the employee's group it wishes to authorize as the F.M.B.A. Grievance Committee to confer with management on grievances or other matters of mutual interest. The Township acknowledges the right of the Association to select representatives who are not employees to participate in such conferences.
- D. The Township agrees that it will permit the authorized Job Steward or his Alternate (but not both at the same time) to take a reasonable amount of time from his job to investigate grievances without loss of pay provided arrangements to be excused are made with his supervisor in advance and further provided that such time spent on grievances does not interfere with the operations of the department.
- E. The Township agrees that it will permit the authorized Job Steward and his Assistant or their Alternates, but not more than any two (2) such representatives at any one time, to take a reasonable amount of time from their jobs to confer with management on grievances without loss of pay, provided arrangements to be excused are made with their supervisor in advance and further provided that such time spent on grievances does not interfere with the operations of the department.
- F. The Executive delegate of the F.M.B.A. shall be granted leave from duty without loss of pay for all regular monthly State and Regional meetings of the F.M.B.A. or special meetings when such meetings take place at a time when such delegate is scheduled to be on duty. These

meetings shall not exceed a total of eight (8) days per year.

Within two (2) hours of the conclusion of said meeting the employee shall return to work to complete the remainder of his shift if the meeting takes place on a scheduled work day.

G. In the event the State Delegate is physically unable to attend any of the above aforementioned functions because of documented illness, disability, and death in the family, the president or vice-president of the Association shall be allowed the same time off to function as the State Delegate without the loss of pay.

H. The Township shall grant a leave of absence without loss of pay to all authorized delegates of the F.M.B.A. to attend the New Jersey State F.M.B.A. Convention in accordance with N.J.S.A. 11:26C-4 and/or any other applicable laws. The Association shall attempt to equalize delegates among platoons.

ARTICLE XXII

JOB DESCRIPTIONS

The Township and the Association agree to abide by the New Jersey Department of Personnel Job Description for Firefighter.

ARTICLE XXIII
ACTING IN A SUPERIOR POSITION

A. In the event an employee covered by the terms of this Agreement is detailed (assigned) to a higher rank than that of his own and such employee continues to hold that higher rank for thirty (30) consecutive calendar days, he shall receive the base rate of pay of the higher rank, plus his existing longevity from the date of assignment.

B. An employee who believes that he has been reassigned solely for the purpose of denying him the higher rate of pay shall have the opportunity of raising this matter under the grievance procedure.

ARTICLE XXIV
LEAVE WITH SUBSTITUTE

A. Employees covered by this Agreement may have up to seven (7) with substitute per calendar year subject to prior approval of the Chief or his designee and said approval shall not be unreasonably denied.

B. If the Township has not made or is not able to make appointments to its determined level of authorized strength on a Platoon, for whatever reason, and an employee's, who is covered by this Agreement, holiday leave request would, if granted, cause the Platoon to fall below the minimum manning level as determined by the Township at that time, then that firefighter may arrange a Leave with Substitute which, if granted, will not count against the maximum number as described in A. above.

ARTICLE XXV
BEREAVEMENT LEAVE

- A. All employees covered by this Agreement shall receive up to three (3) calendar days for death in the immediate family from the date of death up to and including the day of the funeral.
- B. Immediate family is defined for the purposes of this Article to be as defined in Article VIII Sick Leave
- C. Any extension of absence under this Article, however, may be charged against accumulated sick days or to be taken without pay for a reasonable period, provided that the Chief, or his/her designated representative, grants approval therefore. Each case shall be on its own merits without establishing a precedent.

ARTICLE XXVI

DEPARTMENTAL INVESTIGATIONS

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

- A. The interrogation of a member of the Fire Department shall be at a reasonable hour, preferably when the member of the Fire Department is on duty, unless the exigencies of the investigation dictate otherwise.
- B. The interrogations shall take place at a location designated by the Fire Chief. Usually it will be at Fire Headquarters or the location where the incident allegedly occurred.
- C. The member of the Fire Department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the Fire Department is being interrogated as a witness only, he should be so informed at the initial contact.
- D. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls and rest periods at the end of every two hours.
- E. The member of the Fire Department shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
- F. At every stage of the proceedings, the Fire Department shall afford an opportunity for a member of the Fire Department, if he so requests, to consult with counsel and/or his Association representatives before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the Fire Department, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, or more than two (2) hours for consultation with his attorney. However, this paragraph shall not apply to routing day-to-day investigations.
- G. In cases other than departmental investigations, if an employee is under arrest or if he is suspect or the target of a criminal investigation, he shall be given his right pursuant to the current decisions of the United States Supreme Court.
- H. Nothing herein shall be construed to deprive the Fire Department or its Officers of the ability to conduct the routine and daily operations of the Fire Department.

ARTICLE XXVII
CEREMONIAL DUTIES

- A. In the event a fire officer/fire fighter in another department in the State of New Jersey is killed in the line of duty, the Township will permit at least one off duty uniformed firefighter of the Township to participate in funeral services for the said deceased officer.
- B. Subject to the approval of the Fire Chief of his/her designee, the Township will permit a Township fire vehicle to be utilized by the members in the funeral service.

