

PREAMBLE

THIS AGREEMENT entered into this 23rd day of October, 1974, by and between the VILLAGE OF RIDGEWOOD, in the County of Bergen, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "Village" and the FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 47, hereinafter called the "FMBA", represents the complete and final understanding on all bargainable issues between the Village and the FMBA and is designed to maintain and promote a harmonious relationship between the Village and such of its employees who are within the provisions of this Agreement, through collective negotiations, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION AND AREAS OF NEGOTIATION

RECOGNITION

Section 1. The Village hereby recognizes the FMBA as the exclusive collective negotiations agent for all full-time uniformed firemen employed by the Village of Ridgewood, but excluding the fire inspector of combustibles, all fire officers, repairmen, clerical, craft and professional employees, police, managerial executives and supervisors within the meaning of the New Jersey Employer-Employee Relations Act and all other employees of the employer.

AREAS OF NEGOTIATION

Section 2. The Village, through the Village Manager and Council, 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, procedures for adjustments of grievances.

Section 3. Nothing herein shall be construed to deny or restrict the FMBA of its rights and responsibilities under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE II

HOURS OF WORK AND OVERTIME

HOURS OF WORK

Section 1. The present hours for all employees who perform fire fighting duties covered under this Agreement will be continued for the life of this Agreement.

OVERTIME

Section 2. Firemen who work overtime that has been approved in advance by the Director of Fire, or his designee, due to illnesses or other reasons which have placed the Fire Department under authorized strength, shall receive straight time pay for all such time worked.

Section 3. Firemen who work overtime that has been approved in advance by the Director of Fire, or his designee, in emergency situations to provide additional strength (above authorized strength) shall receive time and one-half straight time pay for all such time worked.

Section 4. Any fireman who shall be summoned to report for duty after his regularly assigned tour of duty to provide additional strength (above authorized strength) shall receive time and one-half the straight time rate for all such time worked, with no less than a minimum of one such hour's pay.

Section 5. Overtime shall be paid for in quarter-hour segments or any major fraction thereof. That is, overtime work performed for less than eight (8) minutes in any quarter hour shall not be paid for. Overtime work for eight (8) or more minutes in any quarter hour shall be paid for the entire quarter.

Section 6. Any fireman who shall be placed on firm call shall receive one-half of his normal regular straight time rate of pay for the duration of time he shall be held on firm call. Firm call is hereby defined as the time the off duty fireman is directly notified that he must be able to respond to an emergency or an emergency situation by order of the Director of Fire, or his designee.

Section 7. Firemen who work overtime will be scheduled from a revolving list and overtime shall be distributed as equitably as possible.

Section 8. All firemen may be required by the Village to work a reasonable amount of overtime.

Section 9. In the event the Federal Fair Labor Standards Act becomes applicable during the term of this agreement, the parties hereto agree to reopen and renegotiate this contract with respect to the schedules and hours of work contained herein so that regular time and overtime hereunder comply with said Act but no such renegotiation shall result in any revision which shall impose greater overtime payment obligations upon the Village of Ridgewood because of the impact of the Federal Fair Labor Standards Act than as currently contemplated during the term of this agreement.

ARTICLE III

HOLIDAYS AND VACATION

HOLIDAYS

Section 1. Each employee of the Fire Fighting Force shall receive twelve (12) holidays per year.

Section 2. For the purpose of this Article, the following days shall be considered as legal holidays:

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

VACATIONS

Section 3. All employees covered under this Agreement shall be entitled to a vacation annually in accordance with the following schedule:

Less than one (1) year's service	One (1) 24 hour tour for each Two (2) months of service
Upon completion of one (1) year up to and including the fifth (5) year	Six (6) 24 hour tours of duty
Upon completion of five (5) years up to and including completion of ten (10) years	Seven (7) 24 hour tours of duty
Upon completion of ten (10) years up to and including completion of twenty (20) years	Eight (8) 24 hour tours of duty
After completion of twenty (20) years	Eight (8) 24 hour tours of duty and a cash payment equal to 3/365th of annual salary. From and after January 1, 1975, the Director, if requested, may, in his sole discretion, grant an additional 24 hour tour of duty in lieu of the cash payment aforesaid.

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

Section 4.

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

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

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

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

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

ARTICLE IV

SALARY

Section 1. The salary ranges for firemen for the year 1974 shall be as follows:

First year	\$11,419.00
Second year	\$12,020.00
Third Year	\$12,621.00
Fourth Year	\$13,222.00

Section 2. Should there be a percentage increase in the Consumer Price Index for urban wage earners and clerical workers, New York - Northeastern New Jersey, all items for the twelve month period from October 1, 1973, through September 30, 1974, as compared to the twelve month period from October 1, 1972, through September 30, 1973, the 1975 salaries covered under this agreement shall be increased by a rate based on the percentage increase of the Consumer Price Index, providing however, that said increase shall not exceed 8% from their 1974 salaries for the first, second, third or fourth year firemen, said salaries to be effective retroactive to January 1, 1975.

Section 3. Should there be a percentage increase in the Consumer Price Index for urban wage earners and clerical workers, New York - Northeastern New Jersey, all items for the twelve month period from October 1, 1974, through September 30, 1975, as compared to the twelve month period from October 1, 1973, through September 30, 1974, the 1976 salaries covered under this agreement shall be increased by a rate based on the percentage increase of the Consumer Price Index providing however, that said increase shall not exceed 8% from their 1975 salaries for the first, second, third or fourth year firemen, said salaries to be effective retroactive to January 1, 1976.

Section 4. The clothing allowance for firemen will be \$175.00 for the year 1974; and \$200.00 per year for the years 1975 and 1976.

LONGEVITY

Section 5. Firemen shall receive Longevity pay at two (2) percent every four (4) years to a maximum of ten (10) percent after twenty (20) years of service.

ARTICLE V

LEAVE OF ABSENCE

MUTUALS

Section 1. Any employee may, with the approval of the Director be granted special leave with pay for any day on which he is able to secure another employee to work in his place in accordance with 4A of the Official Action Guide.

DEATH LEAVE

Section 2. All employees covered by this Agreement shall be granted up to a maximum of three (3) days leave of absence with pay which shall be charged against the employee's accrued sick leave in the event of death in the immediate family of such employee. The immediate family is defined for purposes of this Article to be spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, or other person living as a permanent member of the employee's household. This special leave of absence shall commence immediately following the death of such person and is for the sole purpose of arranging and attending the funeral services. For purposes of calculating unused sick time, funeral leave will be charged against accrued sick leave.

ARTICLE VI

GRIEVANCE PROCEDURES

DEFINITION

Section 1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by individual, the FMBA or the Village.

TIME LIMIT

Section 2. The aggrieved shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred. Failure to act within the ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

PROCEDURE

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. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the Departmental Supervisory Staff and having the grievance adjusted without the intervention of the FMBA.

Section 3. All grievances shall be handled in accordance with the following procedure:

Step 1. An appeal and/or grievance to be resolved at appropriate level where initial grievance was started and only then to proceed up to higher levels in accordance with the normal steps in the chain of command.

Step 2. The Fire Director's decision shall be made within ten (10) days from receipt of the written appeal. Said decision to be in writing and must be submitted to the fireman, the Village Manager and President of FMBA.

Step 3. Appeal from the decision of the Director shall be permitted to the Village Manager. Said appeal to be in writing within five (5) days of the Director's decision, a copy of same to be submitted to Fire Director and President of FMBA.

Step 4. Decision by the Village Manager must be made within ten (10) days from the receipt of the appeal. Said decision to be in writing and must be submitted to the fireman involved, the Fire Director and the President of the FMBA.

Step 5. The time limits specified in the preceding section of this Article may be extended by mutual agreement of the parties.

ARTICLE VII

INTERRUPTION OF WORK

Section 1. A. The FMBA covenants and agrees that during the term of this Agreement neither the FMBA nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of a fireman from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the fireman's duties of employment), work stoppage, slowdown, walk-out or other job action against the Village. The FMBA agrees that such action would constitute a material breach of this Agreement..

B. In the event of a strike, slowdown, walk-out or job action it is covenanted and agreed that participation in any such activity by the FMBA member shall entitle the Village to invoke any or all of the following alternatives:

1. Withdrawal of FMBA recognition.
2. Withdrawal of dues deduction privileges (if previously granted).
3. Termination of employment of such employee or employees.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Village in its right to seek and 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 FMBA or its members.

D. Nothing contained in this Agreement shall be construed to limit or restrict the FMBA in its right to seek and 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 Village or its officials.

ARTICLE VIII

MANAGEMENT RIGHTS

Section 1. A. The Village, 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 the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administration control of the Village Government and its properties and facilities, and the activities of these employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions 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 or responsibilities of the Village, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion 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 thereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

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

ARTICLE IX
ASSOCIATION BUSINESS

A. One representative of the F.M.B.A. shall be granted leave from duty without loss of pay to attend no more than eleven (11) monthly meetings of the State F.M.B.A. provided that forty-eight (48) hours prior notice has been given the Director of the Fire Department and provided further that the granting of such leave shall not interfere with the operation of the Department.

Said representative shall be either the State Delegate, the Alternate Delegate or the president of the FMBA, but no more than one such representative shall be granted leave from duty without loss of pay.

B. Meetings of representatives of the Village and representatives of the FMBA for the purpose of Agreement negotiations or grievances handling shall be scheduled at a mutually convenient time. The FMBA representation on such committees shall consist of no more than three (3) men plus the President. In the event negotiations sessions or grievance conferences are scheduled when a committee member or members are scheduled to be on duty, such member or members shall suffer no loss of regular straight time pay provided that said members give forty-eight (48) hours notice to the Director of Fire.

ARTICLE X
DEDUCTIONS FROM SALARY

A. The Village agrees to deduct from the salaries of its employees subject to this Agreement dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 53:14-15.9e as amended. Said monies together with records of any corrections shall be transmitted to the Association office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

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 Village written notice prior to the effective date of such change and shall furnish to the Village either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Association and signed by the President and Secretary of the Association advising of such changed deduction.

C. The Association will provide the necessary "Check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Director of Finance. The Association shall indemnify, defend and save the Village 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 Village in reliance upon salary deductions authorization cards submitted by the Association to the Village or in reliance upon the official notification on the letterhead of the Association and signed by the President and Secretary of the Association advising of such changed deduction.

ARTICLE XI

HEALTH AND WELFARE

Section 1. The employer agrees to provide at its expense the New Jersey Hospital Plan Coverage for all members of the Fire Department and their dependents. This coverage shall include Medical, Surgical, Rider J and Major Medical

or the equivalent coverage. The Village 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.

Section 2. The Village shall maintain in full force and effect Workmen's Compensation Insurance for all firemen.

Section 3. The Village shall provide adequate automobile insurance for all employees while driving vehicles of the Fire Department and shall keep same in effect at all times.

ARTICLE XII

BULLETIN BOARDS

Section 1. The Village shall permit the FMBA to use a bulletin board in each Firehouse for the posting of notices concerning FMBA business and activities. The FMBA shall furnish a copy of all such material to the Fire Director, or his designee. In the event said material is deemed controversial, the Fire Director, or his designee, may order it to be removed from the bulletin boards.

ARTICLE XIII

ACTING OFFICERS

A. Whenever any fireman is required to serve in a position normally held by a higher rank for a period in excess of six (6) consecutive tours of duty, he shall receive the starting rate of pay of that rank for each consecutive tour of duty beyond the aforementioned six (6) tours of duty. Thus, a fireman shall receive the higher rate of pay on the seventh (7) consecutive tour of duty.

ARTICLE XIV

RADIO ALARM SYSTEM

A. The Village shall maintain a Type A fire alarm system according to the First Protection Handbook published by the National Fire Protection Association (13th Edition, 1969, Section 14, Chapter 1) and a radio alerting receiver in the home of as many firemen covered by this Agreement as it deems necessary. The Village shall be responsible for the maintenance of such equipment. However, each fireman shall take all reasonable steps to insure that equipment is kept in proper working order and not mishandled or damaged. Each fireman shall keep the alarm system turned on and shall respond to calls in accordance with established or to be established procedures.

ARTICLE XV

MISCELLANEOUS

Section 1. Wearing of Uniform

The dress uniform shall be worn to and from the firehouse for daily work during the period of October 1 through April 1. Firemen shall be allowed to wear the presently existing work uniform in good condition to and from the firehouse for daily work during the months of May through September. Until such time as the Director of the Department of Fire shall deem it necessary to require all personnel to switch to the 3/4 type jacket, firemen shall be permitted to wear the present overcoat, a 3/4 type or any other type mutually agreed upon by the Director and a committee of the FMBA.

Section 2. FMBA DANCE

A. On the evening of the Annual Fire Department dance, the Director may assign between four and six firemen to report to duty to provide additional strength depending on the location of the annual function and the probability of bad weather conditions existing.

B. Those men assigned pursuant to paragraph 2A shall be assigned for a period coincident with the scheduled hours of the function and will be paid for said hours at one and one-half times the straight time rate. Hours of duty shall only be extended in the event of a fire being in progress or an acute emergency exists.

C. Those firemen who may be assigned this additional duty shall be assigned as provided by Section 7, Article II hereof.

ARTICLE XVI

SEPARABILITY AND SAVINGS

Section 1. A. The Village and the FMBA recognize the applicability of Presidential Executive Orders on prices, rents, wages and salaries. The parties agree to abide by the provisions of the aforementioned Presidential Executive Orders and other applicable present or future Executive Orders or Legislation and that in the event any or all the salary increases or other economic benefits for the term of this agreement cannot legally be made effective, such increases shall be omitted or proportionately adjusted according to law.

B. 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 effected thereby and shall continue in full force and effect for the term of this contract.

ARTICLE XVII

FULLY BARGAINED PROVISIONS

Section 1. A. This document constitutes the sole and complete Agreement between the parties and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining.

B. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties for the years 1974, 1975 or 1976.

ARTICLE XVIII

TERMS OF AGREEMENT

Section 1. A. This Agreement shall be in full force and effect as of January 1, 1974, and shall remain in effect to and including December 31, 1976, without any re-opening date. This Agreement shall continue in full force and effect from year to year thereafter unless one party gives notice, in writing, not less than ninety (90) days nor more than one hundred twenty (120) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused their names to be signed this _____ day of _____, 1974.

ATTEST:

VILLAGE OF RIDGEWOOD

Maec J. O'Donnell

By: St. St. Dominic

Mayor

By: Wm. J. Buckley

Village Manager

ATTEST:

FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION, LOCAL NO. 47

W. Thomas Grinnell
Secretary

By: Louis R. Roth
President