

COPY

**AGREEMENT**

BETWEEN THE TOWNSHIP OF WEST ORANGE

AND

WEST ORANGE FIRE SUPERIOR OFFICERS ASSOCIATION

EFFECTIVE: JANUARY 1, 2002 THROUGH DECEMBER 31, 2005

8/15/05

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ARTICLES OF AGREEMENT

THIS AGREEMENT made as of this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, between the TOWNSHIP OF WEST ORANGE, a municipality in the County of Essex, State of New Jersey, hereinafter referred to as the "TOWNSHIP," and SUPERIOR OFFICER'S ASSOCIATION, WEST ORANGE FIRE DEPARTMENT, or its successor in interest, hereinafter referred to as the "UNION."

WHEREAS, the terms and conditions of employment, wages, fringe benefits, grievance and arbitration procedures, and other provisions pertaining to working conditions of employees within the jurisdiction of the UNION are hereby embodied within the four-corners of this Collective Bargaining Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and the receipt of other good and valuable consideration, the receipt of which is hereby mutually acknowledged, it is hereby mutually agreed, bargained, covenanted, and promised as follows:

ARTICLE I  
RECOGNITION

The TOWNSHIP recognizes the UNION as the sole and exclusive representative and agent of all paid employees of the Fire Department of the TOWNSHIP with the rank of Deputy Chief and Captain for the purposes of bargaining with the TOWNSHIP with respect to wages, working conditions, and hours of work.

ARTICLE II  
MEMBERSHIP

All Deputy Chiefs and Captains may maintain membership in the UNION; however, such membership in the UNION shall in no way be construed so as to be a condition of employment.

A representation fee shall be paid as follows:

- A. Amount of fee. If an employee in the bargaining unit is not a member of the UNION during the term of this agreement and during the period, if any, between successive agreements, such employee shall be required to pay a representation fee to the UNION during such term or period. The purpose of the representation fee is to provide for payment to the UNION of a fee in lieu of dues for services rendered by the UNION, and thereby to offset the cost of services rendered by the UNION as majority representative. In order to adequately offset the cost of services rendered by the UNION, the representation fee shall be eighty-five percent (85%) of the amount of the regular membership dues, initiation fees and assessments charged by the UNION to its own members. The foregoing eighty-five percent (85%) is set forth solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be changed to the maximum allowed.
- B. Notice. The UNION shall be entitled to an up to date list of all employees in the unit. The UNION shall submit to the TOWNSHIP a list of those employees in the unit who are not members of the UNION. The TOWNSHIP shall deduct from the salary of such

employee in accordance with "C" below, the full amount of the representation fee and shall transmit promptly the amount so deducted to the UNION. The UNION shall notify the TOWNSHIP in writing of any changes in the list and/or the amount of the representation fee, and such changes shall be reflected in any deduction.

C. Payroll Deduction Schedule. The TOWNSHIP shall deduct a representation fee in equal installments as nearly as possible, from the pay checks paid to each employee on the aforesaid list during the membership period fixed by the UNION. The deduction will begin with the first pay check paid ten days after the employee begins his or her employment in the bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the TOWNSHIP in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first pay check paid ten days after the resumption of the employee's employment in a bargaining unit position, whichever is later. Except as otherwise provided herein, the mechanics for the deduction of the representation fees and the transmission of such fees to the UNION will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues paid to the UNION by payroll deduction.

D. The purpose of this Article is to provide for payment of representation fees as set forth in Chapter 477 P.L. 1979 of New Jersey law or any amendments thereto, and anything herein, which may be inconsistent with said law, shall be deemed to be changed to conform with said law.

ARTICLE III

CHECK-OFF

Upon the written authorization by an employee and approval by the Union President, the TOWNSHIP agrees to deduct from the salary of each such employee covered by the terms of this Agreement the sum certified as initiation fees, assessments, and weekly Union dues, and delivery the sum to the Union Treasurer, who shall upon said delivery of Union dues forthwith issue a receipt for said Union dues, to the TOWNSHIP OF WEST ORANGE or any of its authorized agents or employees. The TOWNSHIP shall at all times be saved harmless for any UNION dues that cannot be deducted from an employee's wages by virtue of his income not being large enough to satisfy and pay any such dues.

ARTICLE IV

PROBATION PERIOD

All newly promoted employees shall serve a probationary period pursuant to the provisions of the N.J.S.A. Title 11A, and Title 4A of the New Jersey Administrative Code.



ARTICLE V  
SENIORITY LIST

The Fire Department shall establish a seniority list and it shall be brought up to date on January 1<sup>st</sup> of each year and immediately posted hereafter on the Central Fire Station and Substation boards, and a copy of same shall be mailed to the Secretary of the UNION. Any objections to the seniority list as posted shall be reported to the Fire Department, subject, however, to the provisions of the N.J.S.A. 40A:14-25 encaptioned "Decrease of Fire Force for Reasons of Economy."

In the event of the TOWNSHIP for reasons of economy and/or efficiency, decreases the number of employees of the Department, said reduction and any replacement subsequent to said reduction shall be accomplished by seniority pursuant to the provisions of N.J.S.A. Title 11A (Civil Service) and/or Title 4A of the New Jersey Administrative Code.

ARTICLE VI

VACANCIES – PROMOTIONS

All appointments and promotions shall be made pursuant to the provisions of the N.J.S.A. Title 11A and/or provisions of Title 4A of the New Jersey Administrative Code and as soon as practicable and fiscally feasible.

ARTICLE VII  
STRIKE CLAUSE

The UNION agrees that there shall be no strike.

ARTICLE VIII

SALARIES

A. Upon promotion to any Officer's Rank the individual shall go to minimum salary for that rank and maximum the following January 1<sup>st</sup>. Effective July 1, 1995, upon promotion to any Officer's Rank the individual shall remain at minimum for one full year, and advance to maximum on their first anniversary date. Wages shall be as follows:

<u>Deputy Fire Chief</u>	<u>Minimum</u>	<u>Maximum</u>
01-01-02	82,167	92,527
01-01-03	85,290	96,043
01-01-04	88,616	99,789
01-01-05	91,983	103,581

<u>Deputy Fire Chief (EMT)</u>	<u>Minimum</u>	<u>Maximum</u>
01-01-02	82,167	92,527
01-01-03	85,290	96,043
01-01-04	89,502	100,787
01-01-05	93,823	105,653

<u>Fire Captain</u>	<u>Minimum</u>	<u>Maximum</u>
01-01-02	70,021	76,470
01-01-03	72,682	79,376
01-01-04	75,517	82,472
01-01-05	78,386	85,606

<u>Fire Captain (EMT)</u>	<u>Minimum</u>	<u>Maximum</u>
01-01-02	70,021	76,470
01-01-03	72,682	79,376
01-01-04	76,272	83,297
01-01-05	79,954	87,318

B. Pay day

1. Payment to employees will be on a weekly basis.
2. The Payment will be determined by the last day of the year.
3. Checks will be distributed the day prior to pay date at the close of the Bank Day.
4. When a holiday falls on a pay date checks will be distributed by 11:00 A.M. of the previous day.
5. When a holiday falls on a distribution day checks will be distributed 11:00 A.M. of the pay date.
6. If the bank discontinues or adjust payment for the payroll preparation, the above shall be subject to renegotiation or revert back to past practice.

C. All employees covered by the terms of this Agreement shall be given 13 holidays annually for which they shall receive their regular pay, same to be paid weekly in accordance with present practice.

D. Acting time shall be paid for Captains acting as Deputy Chiefs computed as straight time paid at hourly rate plus eight percent (8%) of hourly rate. The hourly rate is determined by dividing the base salary by 2184 hours.

E. Effective January 1, 2003, acting time will be paid at a member's straight time, base hourly rate of pay plus 10%.

F. Effective January 1, 2004, acting time will be paid at the member's straight time, base hourly rate of pay plus 12%.

The current practice of paying acting time quarterly shall continue.

ARTICLE IX

SCHOLASTIC CREDIT COMPENSATION

Effective January 1, 1996

A. All employees covered by the terms of this Agreement will be given Scholastic Credit Compensation in accordance with the following provisions, as provided for in the Revised General Ordinance 4:26.1 et seq. of the Township of West Orange.

Permanent regular members of the uniformed Fire Department, by way of further addition to the salary ranges and existing longevity plan, holiday pay and overtime pay to which they are entitled, shall be entitled to receive in any calendar year, the sum of ten dollars (\$10.00) for each hour of credit earned in the college programs as described within this subsection and in accordance with the following requirements and limitations:

1. Such additional compensation shall not exceed the sum of twelve hundred dollars (\$1200.00) for 120 hours of credit earned in any one calendar year. Payment shall be made annually during the month of August, based on the number of hours of credit earned as of June 30<sup>th</sup> of that calendar year. Payment shall be made only after proper certification of completion of the course is submitted to the Business Administrator. The final step shall be paid when the member earns 120 hours of credit or a bachelor's degree, whichever occurs first.

2. Members shall be currently matriculated or have completed matriculation in one of the recognized fire related college degree programs listed in paragraph 3 below. Members shall attain a grade of "C" or its equivalent, or better in each course taken for that course to qualify herein.

3. Certification shall be presented to the Business Administrator setting forth the number of hours of credits successfully completed or accepted toward a degree in fire science, administration of fire safety and security service, fire technology or fire science technology, business administration, computer science or other job related titles.

4. Permanent regular members of the uniformed fire department seeking payment under this program for transfer credits shall be matriculated in one of the aforementioned programs and shall have the transfer credits recognized by an institution of higher learning offering a degree in one of such courses of study to be eligible.

5. Continuous matriculation shall not be a requirement to receive payment under the Scholastic Compensation Program, after at least thirty credits are earned under the program, or upon achievement of any accredited degree.

B. The Director may grant employees covered by the terms of this Agreement time off for service-connected schools at his discretion not to exceed two (2) men at a time.



ARTICLE X

OVERTIME

Compensation for overtime will be provided for the term of this Agreement subject to the effect and application of Municipal Ordinances and Resolutions adopted pursuant hereto.

If a member is required to work longer than his or her normal tour of duty, said member shall be entitled to overtime at the rate of time and one-half his or her regular pay. Recall to duty for overtime is to be paid at time and one-half with staff personnel having the option of taking overtime pay or compensatory time at time and one-half.

In construing overtime, a member must work thirty minutes beyond his shift's ending before he or she is entitled to receive overtime compensation. Once a member has worked thirty minutes, member shall then be paid time and one-half for all overtime work commencing with the 31<sup>st</sup> minute and thereafter on a 15 minute basis.

In the event a Permanent Deputy Chief or Captain is replaced by an Acting Deputy Chief or Captain, for whatever reason, and said Acting Deputy Chief or Captain then next becomes unavailable to work, the Fire Director, as far as practicable, shall attempt to fill this vacancy with a Deputy Chief or Captain, as opposed to replacing the Acting Deputy Chief or Captain with another Acting Deputy Chief or Acting Captain, as the case may be.

Effective June 1, 2004, any member called in for duty on a scheduled day off shall be paid a minimum of four (4) hours pay at the overtime rate.

## ARTICLE XI

### HOURS OF DUTY

The hours of duty, other than hours during which employees may be summoned or kept on duty because of conflagration or major emergency shall not exceed forty-two (42) hours a week averaged over an eight (8) week cycle. The day shift, consisting of two (2) consecutive ten (10) hour days shall start at 8:00 A.M. and expire at 6:00 P.M., then forty-eight (48) hours off. The night-shift consisting of two (2) consecutive fourteen (14) hours nights shall start at 6:00 P.M. and expire at 8:00 A.M. with seventy-two (72) hours off.

It is understood that the 42-hour work week applies to staff personnel, members of the Fire Prevention Bureau, Training Officer, Administrative Personnel, Fire Alarm Division personnel, and ambulance drivers.

Staff Schedule shall be defined in the order required for certain days as determined by the Director of the Department. The total hours to be worked in any week by each individual covered by the terms of this Agreement shall not be less than forty-two (42) hours.

Effective July 1, 1995, all staff personnel (office) are to work a 40 hour work week. This change is to bring the contract into conformity with existing practice.

Effective January 1, 1996, the work schedule of the members who work in fire suppression (on the line), shall be adjusted to combine their 10 hour and 14 hour shifts in such a way as to create work shifts of 24 hours with 72 hours of off duty time to follow.

Accounting for personal and seniority days will continue as is the current practice i.e. 1 day equals either a 10 or a 14 hour work period.

Accounting for vacation will remain the same, i.e. vacations are taken on a consecutive day basis which counts as regularly scheduled days off in the total. Effective January 1, 2000, vacation converted from consecutive days to 24-hour work shifts. Captains will receive nine (9) 24-hour work shifts. Deputy Chiefs will receive ten (10) 24-hour work shifts. Maximum of two (2) Captains on vacation on any one shift.

Accounting for sick time will be on an eight (8) hour basis. Any portion of eight (8) hours out sick for those working 24-hour shifts will count as one (1) sick day. The Chief-Director may make determinations to credit or deduct half days for emergency situations if they arise. Effective January 1, 2000, accounting for sick days will be consistent with the current practice of accounting for the personal and seniority days. One (1) 24-hour work period equals a ten (10) hour and fourteen (14) hour work period.

Effective January 1, 2000, Change Of Time policy to begin at three (3) hours and one (1) minute through 24-hours equivalent to one (1) change of time charged to the requested. Limit of twelve (12) with additional days in groups of six (6), approved by the Director.

The TOWNSHIP may be able to return the members to the schedule which existed prior to January 1, 1996, if it is determined that certain narrowly defined criteria indicate a problem with the program.

ARTICLE XII

VACATIONS

A. Deputy Chiefs

1. Deputy Chiefs will receive as vacation ten (10) 24-hour work shifts per year.
2. Vacation selections are to be determined by seniority among the Deputy Chiefs.
3. The maximum number of Deputy Chiefs that may be on vacation at any one time is two (2) provided, however, that this may be increased at the discretion of the Director of the Department, which discretion shall not be unreasonably withheld.
4. Vacations selections are to be forwarded to the Director of the Department by January 1.
5. The current practice for Deputy Chiefs to choose vacations within their own rank, without affect from/or/to subordinate other ranks to be maintained.
6. Vacation time to be taken on one, two, or three units, with the option of carrying over vacation time to the following year.
7. An updated vacation list is to be maintained in Deputy's Office and on file in the Chief's Office, showing selections and vacancies. All contestations to be judged by the Director of the Department.

B. The following is applicable to Captains only:

1. All Captains will receive nine (9) 24-hour work shifts per year for vacations.
2. Vacation selections are to be determined by seniority among the Captains.

3. The maximum number of Captains that may be on vacation at any one time is two (2), provided, however, that this may be increased at the discretion of the Director of the Department, which discretion shall not be unreasonably withheld.

4. Vacation selections are to be forwarded to the Director of the Department by January 1.

5. Captains shall choose vacations within their own rank without affect from/or/to subordinate other ranks.

6. Vacation time shall be taken in increments of one to four (at the discretion of the employee) consecutive 24-hour shifts, per vacation selection, subject to being in higher increments with the consent of the Director of the Department, which consent shall not be unreasonably withheld.

7. There is an option of carrying over vacation time to the following year.

8. Except as aforesaid, vacation use and selections shall be in accordance with prior practice.

ARTICLE XIII

SICK LEAVE

Sick leave shall be granted in accordance with the provisions of Section 4-14.1 of the Revised General Ordinances of the Township of West Orange, 1972, as amended and supplemented. Accounting for sick days will be consistent with the current practice of accounting for personal and seniority days – one (1) twenty-four hour work period equals a ten (10) hour and fourteen (14) hour work period.

The TOWNSHIP agrees that in addition to all the rights and benefits currently granted Superior Fire Officers in accordance with the above ordinances, the following benefits will also commence on July 1, 1985:

All accumulated sick leave not required to achieve the maximum benefit under the above ordinance shall be paid at a rate of ten percent (10%) of a day's pay for each day of sick leave.

Effective July 1, 1986, all accumulated sick leave not required to achieve the maximum benefit under the above ordinance shall be paid at a rate of fifteen percent (15%) of a day's pay for each day of sick leave.

By way of example, to illustrate the meaning of the additional benefits to commence on July 1, 1985, if an employee at the time of his/her retirement has 340 days of accumulated sick leave, and 50% of 240 of these days provides him/her with the maximum payment of \$12,000 to which he/she was previously entitled, then effective July 1, 1985, he/she is entitled to ten percent (10%) of a day's pay for 100 days. Effective July 1, 1986, the foregoing percentage is increased to fifteen percent (15%).

ARTICLE XIV

INJURY AND ILLNESS LEAVE

In the case where an employee covered by the terms of this Agreement is disabled either through injury or illness as a result of or arising from his/her employment as evidenced by the certificate of a TOWNSHIP physician, he/she shall be granted a period of up to one month's leave with full pay. The foregoing period may be extended up to a period of one (1) year, provided the employee submits him/herself to a physician duly appointed by the TOWNSHIP, and in every instance where said physician must certify to an extension is applied for said physician must certify to the need for the continuance of said injury or illness, subject to the provisions of Section 4-14.4 of the Revised General Ordinances of the Township of West Orange, 1972.

ARTICLE XV

WORKER'S COMPENSATION

In the event an injury to an employee covered by the terms of this Agreement is compensated by Worker's Compensation Insurance, temporary disability payments made to such employee while on injury leave as compensation insurance, shall be deducted from the amount to be paid the employee by the TOWNSHIP during such time as he is carried on the TOWNSHIP's payroll.



ARTICLE XVI

BEREAVEMENT LEAVE & BENEFITS

Any member of the Department entitled to vacation who may die prior to his/her receipt of said vacation pay for any year, shall have an amount equivalent to this pro-rated earned vacation time paid to his/her heirs-at-law or next of kin. Any member of the Department entitled to seniority benefits who may die prior to his/her receipt of said benefits for any year shall have said entitlement paid to his/hers heirs-at-law or next of kin.

ARTICLE XVII

INSURANCE

The TOWNSHIP shall continue to provide for all medical, hospital, surgical, worker's compensation insurance and prescription drug coverage together with all insurance presently provided for each of the employees covered by the terms of this Agreement by the TOWNSHIP. Said plans are set forth below, i.e., the New Jersey State Health Benefits Program with Blue Cross/Blue Shield, Major Medical, and Prescription Plan administered by New Jersey Blue Cross.

In addition, the TOWNSHIP agrees to provide, on a premium paid basis, all such premiums to be paid by the TOWNSHIP a Dental Insurance Plan to all West Orange Fire Officers and their families. This dental insurance coverage is to commence no later than October 1, 1985.

The UNION understands that this insurance may be in the form of the New Jersey Dental Service Plan, or equivalent. The TOWNSHIP agrees to make the specific benefits of the plan available to the UNION as soon as possible.

The TOWNSHIP shall pass the necessary resolution to the State Health Benefits for participation in paid hospitalization for eligible retired members per rules and regulations of the State Health Benefit to be effective January 1, 1989.

The TOWNSHIP shall continue to provide a prescription plan for all members of the bargaining unit, providing benefits no less than currently in effect with a \$3.00 co-payment. The co-payment will be increased in 1996 to the following: \$3.00 generic/\$6.00 name brand.

Effective June 1, 2004, co-payment shall increase to \$5.00 generic/\$12.00 name brand.

All members hired after January 1, 1996, will contribute fifty percent (50%) for prescription and dental benefits.

ARTICLE XVIII

PERSONAL DAYS AND SENIORITY DAYS

A. All employees covered by the terms of this Agreement will be allowed three (3) personal days of their own choice for which they will not have to report to work and for which they will receive full pay.

B. In addition to any other benefits to which they are entitled, all employees covered by the terms of this Agreement will be allowed one (1) seniority day off with pay yearly for every five (5) years of service to the Department. Seniority days shall be cumulative.

C. The Director of the Fire Department, in order to prevent overtime being used, shall limit the number of employees covered by the terms of this Agreement who can take personal days or seniority days at the same time. Manpower permitting, the Director of the Fire Department, at his discretion, may permit members of the Bargaining Unit covered by the within Collective Bargaining Agreement to use two (2) consecutive personal days or seniority days without the necessity of calling in between the first and second day. Personal and seniority day approval will be granted according to the personnel status on the last work day prior to the requested time off.

D. Personal days may be used by Fire Officers to extend their vacations, subject to the current usual approval procedure, i.e. seventy-two (72) hour prior approval of the Fire Director.

E. Effective December 31, 1995, all unused personal days which may remain credited to any member at the end of the year shall henceforth be converted to sick days.

F. Additional seniority days will be eliminated for new employees hired after January 1, 1996.

ARTICLE XIX

CALL BACK MEN FOR ALARMS

A. A roster of each member of the Fire Department shall be prepared and posted on the bulletin boards and submitted to the UNION's Secretary, which will allow for a uniform method of rotation of off-duty men for the purpose of covering emergencies. The Director and/or Chief of the Fire Department shall within thirty (3) days following the execution of this Agreement prepare, provide, and cause to be delivered to the Secretary of the UNION a roster which will provide for a uniform method of rotating off-duty men for the purpose of covering emergencies. This section shall in no way be construed so as to create a stand-by roster.

B. The Director and/or Chief of the Fire Department may, at his discretion, grant the request of any two (2) members of the Fire Department to exchange tours of days off, which discretion shall not be arbitrarily exercised.

ARTICLE XX

GRIEVANCE PROCEDURE

A. It is hereby agreed that the Fire Department, the TOWNSHIP, and/or Director of the Fire Department has the right to discharge for just cause any member of the Fire Department, all in accordance with the Civil Service Statutes, (Title 11A of the New Jersey Statutes Annotated), Title 4A of the New Jersey Administrative Code, the Revised General Ordinances of the Township of West Orange, 1972, and Rules and Regulations of the West Orange Fire Department.

B. A grievance within the meaning of this Agreement shall include, but not be limited to, any difference of opinion, controversy, or dispute arising between the employees covered by the terms of this Agreement and the TOWNSHIP involving the interpretation and application of any provisions of this Agreement as well as any other grievance items pursuant to the applicable State Statutes, New Jersey Administrative Code, Public Employee-Employer Relations Commission, Case Law, the Revised General Ordinances of the Township of West Orange, and Rules and Regulations of the West Orange Fire Department.

C. An aggrieved employee or the UNION shall institute action under the provision hereof in writing within fifteen (15) days or shall be deemed to constitute an abandonment of the grievance. All grievances shall be processed as follows:

1. They shall be discussed with the members involved and the UNION, with the Director of the Department, or any representative designated by him. Any answer shall be made to the UNION within five (5) working days, by the Director or his designated representative.

2. If the grievance is not settled through step one, same shall be reduced in writing by the UNION and submitted to the Mayor, or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the UNION, within ten (10) working days of submission.

3. If the grievance is not settled through steps one and two, the UNION shall have the right to submit the dispute to arbitration pursuant to the Rules and Regulations of the New Jersey State Board of Mediation. The arbitrator shall have the full power to hear the dispute and make a final determination which shall be binding on the parties. The costs of the arbitrator shall be borne to the TOWNSHIP and the UNION equally.



ARTICLE XXI

SAFETY AND HEALTH

The TOWNSHIP and UNION shall cooperate fully in the matters of safety, health and sanitation affecting the employees covered by the terms of this AGREEMENT. To reduce the danger as far as possible, the TOWNSHIP will provide each firefighter with modern safety equipment, i.e. approved helmets, gloves, and eye protection appliances.

ABSENCES: Employees covered by the terms of this AGREEMENT not expecting to work because of emergencies or other justifiable causes must notify headquarters and/or the officer in charge one (1) hour before scheduled time. This provision shall not be interpreted as condoning repeated absences from work on the part of the employees.

ARTICLE XXII

LONGEVITY

The current longevity plan shall be adjusted on July 1, 1985, to reflect the addition of a ten percent (10%) step which will be paid to all Fire Officers at the completion of twenty-four years of service.

The ten percent step will be paid beginning on the day following a Fire Officer's anniversary date marking twenty-four years of completed service.

The new longevity scale shall be as follows:

<u>Years of Service</u>	<u>5 yrs.</u>	<u>10 yrs.</u>	<u>15 yrs.</u>	<u>20 yrs.</u>	<u>24 yrs.</u>
Percent of Base Salary	2%	4%	6%	8%	10%

Longevity shall be paid on the maximum step base salary on a weekly basis, as is the current practice.

Effective January 1, 1996, longevity shall be paid on the first day following a member's anniversary date in a qualifying year.

## ARTICLE XXIII

### RESERVATION OF MANAGEMENT RIGHTS

The UNION and all employees covered by the terms of this Agreement acknowledge that it is the exclusive function of the employer to:

Maintain order, discipline and efficiency and to establish and enforce rules and regulations necessary therefore, and generally governing the conduct of the employees covered by the terms of this Agreement.

Hire, discharge, promote, demote, classify, suspend, or otherwise discipline employees covered by the terms of this Agreement provided that any claim by a full-time uniformed bargaining employee who has passed through his/her probationary period that he/she has been discharged or otherwise disciplined without just cause may be appealed in accordance with the Civil Service statutes of the State of New Jersey.

Exercise any rights, powers, functions, or authority which the employer had prior to signing of this Agreement. The employer retains the right to generally operate the Fire Department in a manner consistent with the obligations of the employer to the general public and the community served.

All employees of the Fire Department covered by the terms of this Agreement shall obey all bylaws, rules and regulations in force from time to time which are applicable to such employees. However, no employee shall be required to perform duties not relating to fire fighting, fire prevention, rescue work, or to the care and maintenance of fire fighting equipment and apparatus or to the normal cleaning required to maintain these areas and buildings to which they are assigned in a clean and sanitary manner.

It is understood that all work duties performed in the past whether or not specifically mentioned herein shall continue as work duties hereunder. Any proposed new rules and/or regulations or any proposed changes in existing rules/regulations may be the subject matter of negotiations between the UNION and the Director of the Fire Department. Said proposed changes shall be submitted in writing to the UNION ninety (90) days prior to the contemplated submission to the council. The UNION shall, within forty-five (45) days of receipt, comment in writing to management on any areas of difference, if any, which areas of difference are to be discussed by the parties in contemplation of working out an amicable resolution of same. Said discussions shall commence within fifteen (15) working days of management having received the UNION's written comments.

BULLETIN BOARDS:

The TOWNSHIP shall permit the use of a bulletin board located in the respective Fire Houses by the UNION for posting of notices concerning UNION business and UNION activities.

The TOWNSHIP shall provide each employee with a copy of the rules and regulations of the Fire Department. The TOWNSHIP shall provide the UNION with five (5) copies of the written Collective Bargaining Agreement. Provisions in the rules and regulations inconsistent with this Agreement shall be modified accordingly.

The TOWNSHIP recognizes the right of all employees covered by the terms of this Agreement to have access to their service and medical records, and within a reasonable time following a request, provide any such employee with a copy thereof, or in lieu of so providing him with a copy, permit such employee to review and copy same. The TOWNSHIP possesses the sole right to operate the Fire Department and all management rights reposed to the TOWNSHIP.

ARTICLE XXIV

SUPERIOR'S RIGHTS

Every employee covered by the terms of this Agreement shall have the right to have counsel or a representative of the UNION, or both, present at any meeting called by the Chief or Director of the Department or any other official of the TOWNSHIP, which as a result of said meeting disciplinary action may be taken.

The employees covered by the terms of this Agreement shall have the right to refuse to answer any questions or submit any reports, which as a result of said answers to said questions or reports, disciplinary action may be taken, until said employees are able to consult with counsel and/or UNION representative.

ARTICLE XXV

TIME OFF FOR UNION ACTIVITY

The Director and/or Chief of the Fire Department shall give a leave of absence with pay to any members of the UNION (up to and including three (3) men) who are duly authorized by the UNION to attend any state or national convention or meeting, or other meeting pertaining to UNION business. A certificate of attendance to the convention or meeting shall, upon request, be submitted by the representative attending same. Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed to travel to and from the convention. The Director and/or Chief of the Fire Department shall be notified in writing forty-eight (48) hours in advance of the representative's intention to leave for said convention.

ARTICLE XXVI

CONFORMITY OF TOWNSHIP CODE

The TOWNSHIP represents that it will forthwith take the necessary steps to amend the Administrative Code of the Revised General Ordinance of 1972, as amended and supplemented, of the TOWNSHIP so as to conform with the terms of this Agreement, insofar as any section of said Code is inconsistent with the terms of this Agreement.

ARTICLE XXVII

SEVERABILITY

In the event that any provision of this Agreement is hereinafter rendered invalid by operation of law, it is understood that such provision is severable from the rest of this Agreement which shall remain in full force and effect.



ARTICLE XXVIII  
UNIFORM ALLOWANCE

The Uniform Allowance for all West Orange Fire Officers shall be five hundred dollars (\$500.00) per year for each year of the Agreement. This allowance shall be used for the purchase and maintenance of employee's clothing and apparel. The Uniform Allowance shall be paid on a prorated basis of one twelfth of five hundred dollars (1/12 of \$500.00) per full month of service in any year. Payment will be made in accordance with current practice, i.e. full payment upon the final budget being approved by the TOWNSHIP and the State of New Jersey, and in no event later than June 1<sup>st</sup>, except in the case of partial years of service. Employees working partial calendar years shall receive prorated checks for all full months served in the previous calendar quarter. Said quarterly checks shall be issued in a timely fashion.

Effective January 1, 2004, the annual Uniform Allowance shall increase by one hundred dollars (\$100.00) and by another one hundred dollars (\$100.00) effective January 1, 2005, for a total increase of two hundred dollars (\$200.00) to the annual Uniform Allowance over the term of this Agreement.

The UNION agrees to guarantee unearned uniform allowance for Fire Officers who leave the job.

ARTICLE XXIX

RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges, and benefits which the officers have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the employer during the term of this Agreement at not less than the highest standards in effect at the commencement of the negotiations resulting in this Agreement.

The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in said Agreement as if set forth herein at length.

ARTICLE XXX

EFFECTIVE DATE AND DURATION

This Agreement shall be effective on the 1<sup>st</sup> day of January, 2002, and shall remain in force and effect until the 31<sup>st</sup> day of December, 2005. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing 120 days prior to the anniversary date that it desires to modify and/or amend this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until such time as a new successor Agreement is executed.

ARTICLE XXXI

DISCIPLINARY ACTION

Disciplinary action will only be taken for just cause and in accordance with applicable state statutes.

ARTICLE XXXII

RELIEF AT FIRES

In the event of fire and fires requiring the members to work longer than the regular tour of duty, it shall be the responsibility of the officer in charge to see that these men are relieved by the oncoming tour as speedily as possible.

ARTICLE XXXIII  
REOPENING CLAUSE

The TOWNSHIP agrees that if any bargaining unit in the Township of West Orange is given any form of hospitalization benefits, or any form of health benefits for retiring members of said unit, this Agreement will be re-opened for the purpose of negotiating these benefits for the members of the UNION.

ARTICLE XXXIV

EMERGENCY FIRE PROTECTION ALLOWANCE

Effective January 1, 1995, the Emergency Fire Protection Allowance will be eliminated.

ARTICLE XXXV

EMT TRAINING AND COMPENSATION

Effective July 1, 1995, all newly promoted Captains are to certify as Emergency Medical Technicians (EMT). All training is to be provided by the TOWNSHIP.

Effective January 1, 2004, any member possessing EMT certification shall receive a one percent (1%) stipend added to base pay for that year. Any member possessing EMT certification as of January 1, 2005, shall receive a two percent (2%) annual stipend added to the base pay.

Thereafter, any member possessing EMT certification as of January 1<sup>st</sup> of the calendar year shall receive a two percent (2%) annual stipend added to base pay for that year. Annual EMT stipends will be prorated based upon when the certification was obtained during the calendar year.



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or have caused these present to be signed by their corporate officers and their corporate seals affixed hereto as of this 19<sup>th</sup> day of August, 2005.

ATTEST:

Jean Behar  
Deputy Clerk

THE TOWNSHIP OF WEST ORANGE,  
A Municipal Corporation in the County of  
Essex, State of New Jersey

John F. McKeon  
John F. McKeon, Mayor

ATTEST:

Marie L. Lestani

SUPERIOR OFFICERS ASSOCIATION,  
West Orange Fire Department

John Tumminello  
John Tumminello, President