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A G R E E M E N T

between
TOWNSHIP OF TEANECK
BERGEN COUNTY, NEW JERSEY
and
THE PROFESSIONAL FIRE OFFICERS ASSOCIATION
OF
TEANECK

JANUARY 1, 1994 THROUGH DECEMBER 31, 1996

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PREAMBLE

The agreement entered into this 17th day of August 1995 by and between the TOWNSHIP OF TEANECK, in the County of Bergen, New Jersey, hereinafter called the "Township" and the PROFESSIONAL FIRE OFFICERS ASSOCIATION OF TEANECK, FMBA, LOCAL 242 hereinafter called the "Association" represents the complete and final understanding on all bargainable issues between the Township and the Association.

ARTICLE I

RECOGNITION

- A. In accordance with the "Certification of Representative" of the Public Employment Relations Commission dated March 23, 1972 (Docket No. RO-412), the Township recognizes the Association as the exclusive collective negotiations agent for "All Fire Officers and the Fire Signal System Superintendent employed by the Township of Teaneck, but excluding the Chief, Deputy Chief, Fire Signal System Repairmen, clerical, craft and professional employees, police, managerial executives and other supervisors within the meaning of the Act and all other employees of the employer."

- B. In accordance with a Memorandum of Agreement dated July 11, 1991, resolving PERC RO 91-190, the Township also recognizes the Association as the exclusive negotiating representative for Deputy Chiefs and their inclusion in the PFO Unit. Deputy Chiefs in office as of July 11, 1991, will continue to receive their pre-recognition vacation schedule(s), vacation accumulation, dental program and funeral leave. In addition, notwithstanding other provisions of this Agreement, they will not receive overtime pay. Deputy Chiefs appointed after July 11, 1991, will receive benefits and overtime pay as set forth in this Agreement.

- C. Whenever the term "Employee" or "Employees" is used herein it shall be construed to mean those employees covered by this Agreement.

ARTICLE II

COLLECTIVE NEGOTIATIONS PROCEDURE

- A. Members of the Association negotiating committee shall consist of the President and one man per shift to be designated by the Association, but in no event shall the total number of individuals comprising the Association Committee exceed five (5). Those members designated may attend all collective negotiations with the Township, provided that those men on duty at the time shall be on call with the additional proviso that such absence from regular work assignments will not seriously interfere with the Township's operations. Members of the Association's Negotiating Committee on duty at the time negotiation sessions are being held shall suffer no loss of regular straight time pay for time spent on such negotiations.

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

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

ARTICLE III

MAINTENANCE OF MEMBERSHIP

- A. All employees covered by this agreement who are members of the Association at the time this Agreement is ratified, or who thereafter become members during the term of this Agreement must retain their membership in the Association, at least to the extent of paying dues to the Association, for the duration of this Agreement. In case any employee, pursuant to the requirements of N.J.S.A. 52:14-15, 9e withdraws from the Association, the Township shall not be required to discharge said employee, but the Association may resort to any appropriate legal action to enforce payment of dues to it from the employee.

- B. Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the Association. Such deduction shall be made in compliance with N.J.S.A. 52:14-15,9e 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.

- C. 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 change and shall furnish to the Township new authorizations where necessary from its members showing the authorized deduction for each employee.

- D. The association will provide the necessary "check-off authorization" form and deliver the forms, signed by each employee covered by this Agreement, to the Township Finance Officer. 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 submitted by the Association to the Township.

ARTICLE IV
CONDUCTING ASSOCIATION BUSINESS

- A. No Association member or officer or Job Steward shall conduct any Association business on Township time except as specified in this Agreement.
- B. No Association meetings shall be held on Township time unless specifically authorized by the Township.
- C. The Association will notify the Township in writing of the President or his/her alternate (but not both at the same time) to take a reasonable amount of time from his/her job to investigate grievances without loss of pay provided arrangement to be excused are made with his/her supervisor in advance and further provided that such time spent on grievances does not interfere with the operations of the department.
- D. The Township agrees that it will permit the President or his/her alternate (but not both at the same time) to take a reasonable amount of time from his/her job to investigate grievances without loss of pay provided arrangement to be excused are made with his/her 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 President and his/her 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.

- F. The Executive delegate of the F.M.B.A. or the Alternate delegate as elected for the year, but not both at the same time, shall be granted leave from duty without loss of pay for all regular monthly State and Regional Meetings of the F.M.B.A. when such meetings take place at a time when such Delegate is scheduled to be on duty, not to exceed a maximum total of eight (8) days per year, provided that said Executive or Alternate Delegate give reasonable notice of no less than seventy-two (72) hours to the Fire Chief or his/her authorized representative.

- G. 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. The Association shall attempt to equalize delegates among platoons.

ARTICLE V

MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself 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, except as limited by the terms of this Agreement and then only to the extent such terms are in conformance with the Constitution and Laws of New Jersey and of the United States.

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

ARTICLE VI

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 department supervisory staff and having the grievance adjusted without the intervention of the Association.

B. DEFINITION

The term "grievance" used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Association or the Township, and shall include disciplinary actions resulting in penalties of five days or less.

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 aggrieved employee shall institute action under the provisions hereof within two (2) of his/her scheduled working days from the occurrence of the grievance and an earnest effort shall be made to settle the difference between the aggrieved employee and his/her immediate supervisor for the purpose of resolving the matter informally. Failure to act within said two (2) working days shall be deemed to constitute an abandonment of the grievance.

(b) The Supervisor shall render a decision within five (5) of his/her scheduled working days and such decision shall be communicated to the aggrieved employee and the Association.

STEP TWO

(a) In the event a satisfactory settlement has not been reached, the aggrieved shall in writing and signed, file his/her complaint with the Fire Chief (or his/her representative) within five (5) working days following the determination by the Supervisor.

(b) The Fire Chief, or his/her representative, shall render a decision in writing to the aggrieved and the Association within five (5) working days from the receipt of the complaint.

STEP THREE

(a) In the event the grievance has not been resolved at Step Two, then within five (5) working days following the determination of the Fire Chief the matter may be submitted to the Township Manager.

(b) The Township Manager shall review the matter and make a determination within (10) working days from the receipt of the complaint.

(c) The Resolution of any grievance through Step Three shall be binding only for the particular case.

STEP FOUR - ARBITRATION

(a) Should the aggrieved person be dissatisfied with the decision of the Township Manager, such person or the Association on behalf of such person or group of persons, may within ten (10) working days request arbitration. The Arbitrator shall be chosen in accordance with the Rules of the Public Employment Relations Commission.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Township Manager. In the event the employee elects to pursue Civil Service Procedure, the arbitration hearing shall be cancelled and the matter withdrawn from the Public Employment Relations Commission, and the Association shall pay whatever costs may 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 add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

(d) The costs for the services of the arbitrator and the costs, if any of the arbitration facilities, shall be borne equally between the Township and the Association. Any other expenses incurred shall be paid by the party incurring same.

(e) The arbitrator shall set forth his/her 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.

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

ARTICLE VII

BULLETIN BOARD

Subject to prior approval of the Fire Chief, (which approval shall not be unreasonably withheld), the Township shall permit the Association reasonable use of Bulletin Boards in each Fire House for the posting of notices concerning Association business and activities, and concerning matters dealing with the welfare of the employees.

ARTICLE VIII

AVAILABLE POSITIONS

From time to time, and when appropriate, the Fire Chief shall post a list of those positions in the Fire Department to which employees covered under this Agreement are eligible.

A promotional list will be maintained at all times.

ARTICLE IX

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/her 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/her number of months of service to three hundred (300) months of service applied to 50% of his/her accumulated sick leave time. However, if an employee should retire because of a job related disability and receives 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/her accrued sick leave will be paid to his/her 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 \$15,000 in terminal leave pay as heretofore calculated.

ARTICLE X

EXCHANGE OF TOURS

Any employee covered by this agreement may exchange a tour of duty with another employee covered by this Agreement (provided that both employees engaging in the exchange of tours are of the same rank) and provided that advance approval of the proposed exchange of tours of duty is given by the Chief or Officer acting in his/her behalf, and further provided that no such exchange of tours shall be permitted when a fire emergency exists in the Township. However, in the event of a personal emergency, the Chief or his/her designated representative, may entertain and may grant a request for exchange of tours between Lieutenants and Captains.

ARTICLE XI

HOURS AND OVERTIME

- A. All employees covered by this Agreement except as provided in B. below are required to work a forty-two (42) hour week, in an eight (8) week cycle on a shift basis as heretofore provided in Ordinance #1367 adopted by the Township Council on January 21, 1969, except for Deputy Chiefs who may be assigned by the Fire Chief to a different starting and stopping time. In time of emergency, all members of the Department are subject to call unless they are on authorized sick leave.
- B. Officers assigned to the Fire Inspection Bureau shall be required to work a forty (40) hour week consisting of four (4) daily tours of ten (10) hours each as scheduled by the Fire Chief. Officers assigned to the Fire Alarm Bureau and other administrative positions may be required to work a forty (40) hour week as scheduled by the Fire Chief.
- C. All employees shall be paid for all overtime work at time and one-half the hourly rate which he/she receives for this regularly assigned duty on the following basis:
- | | | |
|------------------------------|---|-----------------------------|
| 1. Up to fifteen minutes | - | zero |
| 2. Sixteen to thirty minutes | - | $\frac{1}{2}$ hour |
| 3. Over thirty minutes | - | 1 hour |
| 4. Over one hour | - | to the nearest quarter hour |
- D. All employees who are called back to work after leaving the premises of the fire house shall receive a minimum of ~~two~~ (2) hours of overtime pay. Effective with the signing of this agreement, the minimum shall be increased to four (4) hours of overtime pay.

ARTICLE XII

SALARIES AND COMPENSATION

- A. Base salaries for all employees represented by the Association shall be as follows:

	Effective <u>10-1-94</u>	Effective <u>1-1-95</u>	Effective <u>1-1-96</u>
Deputy Chief			
Attaining rank as of 12-31-89	\$68,002	\$71,063	\$74,260
Attaining rank as of 1-1-93	62,560	65,375	68,317
Fire Captain	56,872	59,432	62,106
Fire Lieutenant	53,196	55,590	58,091

- B. 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.

ARTICLE XIII

CLOTHING ALLOWANCE

- A. The Township agrees to pay all employees covered under this Agreement on duty at the beginning of the calendar year an annual clothing allowance of \$475.00 per year payable in April of each year.
- B. All new employees shall receive a clothing allowance as above upon completion of three (3) months employment, but they shall reimburse the Township \$35.00 for each month of service under one (1) year not completed.
- C. No more than one (1) allowance may be paid to any employee in any one (1) calendar year.
- D. This allowance is in lieu of any other allowance for uniforms, personal equipment and work clothes with the exception of boots, gloves, turnout coat and helmet, which will be purchased by the Township.
- E. The employee shall bear the cost of replacing boots, gloves, turnout coat or helmet only when the loss or damage of said items is the result of the employee's willful misconduct.

ARTICLE XIV

HOSPITALIZATION AND DENTAL

- A. The Township agrees to furnish all employees covered under this Agreement and their eligible dependents, hospitalization, major medical and Rider J coverage with the State Health Benefits Plan of New Jersey.
- B. All employees and their eligible dependents shall receive a dental plan at Township cost.
- C. The Township reserves the right to change insurance carriers during the lifetime of this Agreement so long as equivalent benefits are provided by the new carrier.

ARTICLE XV

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 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. Nothing herein shall preclude the estate of a decedent employee from contesting the decision of the insurance company as against the insurance company only, and not against the Township in any regard, unless the Township self insures.
- D. The Township reserves the right to change insurance carriers during the lifetime of this Agreement so long as substantial similar benefits and the same policy face value are provided by the new carrier.
- E. Employees shall not be entitled to continue under the Township's life insurance plan upon retirement.

ARTICLE XVI

HOLIDAYS

- A. All employees covered by this Agreement working a forty-two (42) hour week shall receive thirteen (13) tours of duty off during each calendar year in lieu of the holidays listed under paragraph B below. This time off shall be determined by the Fire Chief or Officer acting in his/her behalf with due regard for the wishes of the employee and particular regard for the needs of the Fire Department. An employee may elect to take one tour of duty off in segments of one hour or more based upon a twelve hour tour at the discretion of the Fire Chief or his designee.

- B. All employees under this Agreement working a forty (40) hour week shall receive the following holidays:

- | | |
|-------------------------------|---------------------------|
| New Years Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| Lincoln's Birthday | Veteran's Day |
| Washington's Birthday | Thanksgiving |
| Good Friday | Friday after Thanksgiving |
| Day | |
| Memorial Day | Christmas Day |
| July Fourth | |

- C. When a holiday listed in paragraph B falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday listed in paragraph B above falls on a Sunday, the following Monday shall be observed as the holiday.

- D. Whenever the scheduled day off of a Fire Inspector falls on a holiday listed in Paragraph B, he/she shall receive another day off during the same work week in lieu of that holiday.

ARTICLE XVII

VACATIONS

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

<u>Years of Service</u>	<u>Annual Vacation</u>
To the end of the first calendar year	One tour of duty per month of service
1 year to 5 years	12 tours of duty
6 years to 10 years	14 tours of duty
11 years to 15 years	16 tours of duty
16 years to 20 years	18 tours of duty
over 20 years	20 tours of duty

- B. All employees under this Agreement working the forty (40) hour week shall earn vacation, on a calendar year basis, in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Vacation</u>
To the end of the first calendar year	One tour of duty per month of service
1 year to 5 years	13 working days
6 years to 10 years	15 working days
11 years to 15 years	17 working days
16 years to 20 years	19 working days
over 20 years	21 working days

- C. Vacations shall be granted in accordance with the following conditions:
 - 1. Assume an employee starts August 1, 1973. At the end of 1973 he/she is entitled to five (5) tours of duty or working days as vacation, which can be taken between January 1st and December 31, 1974. On January 1, 1975 he/she would be credited with twelve (12) tours of duty or thirteen (13) working days vacation based on a full years employment in 1974 which can be taken in 1975.
 - 2. Employees under this agreement hired prior to July 1, 1965 may take their vacation in the year in which it is earned.
- D. Vacation time accumulated is forfeited if at least seven (7) 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 Township Manager.
- E. Vacations shall be taken in the following manner:

Employees covered under this Agreement shall choose their vacation schedule in order of rank within each platoon on a seniority basis within rank among themselves. Insofar as possible to accommodate the reasonable needs of the Department, it is intended that each employee covered under this Agreement shall have at least two (2) cycles of vacation during the ten (10) cycles most closely approximating the summer months when the Teaneck Public Schools are not in session. The Fire Chief shall do all that is reasonably possible to assign officers so that a balance of Senior Officers within each rank shall be spread among the various platoons.
- F. An employee who has returned from more than one months leave of absence without pay, or has been re-employed, or re-instated, shall be considered as a new employee for the purpose of determining vacation eligibility for the balance of that year.

ARTICLE XVIII

SICK LEAVE

- A. Sick leave is defined to mean an absence from post of duty of an employee covered by this Agreement because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's household seriously ill requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee. The immediate family is defined for purposes of this Article to be spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandmother and grandfather, or other person living as a permanent member of the employee's household.
- B. All full-time employees covered by this Agreement shall be granted sick leave as herein before defined, with pay to which they are otherwise eligible as follows:
1. During the first calendar year of employment one (1) tour of duty for each full month of service.
 2. Thereafter, one and one quarter (1 $\frac{1}{4}$) tours of duty per month, or a total of fifteen (15) tours of duty for each calendar year of service.
 3. Any amount of the sick leave allowance not used in any calendar year shall accumulate to the credit of the employee from year to year to be used if and when needed for such sick leave purpose.

- C. When an employee covered by this Agreement does not report for duty for a period of greater than three (3) consecutive tours of duty, or totalling more than ten (10) tours of duty in one calendar year because of sickness, he/she shall show proof of his/her inability to work by submitting to the Township Treasurer, 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 leave is requested, physically able to perform any duty connected with his/her job. In case the 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. All references to occurrence in the prior contract shall terminate effective January 1, 1996.
- D. One (1) sick tour of duty shall be charged for an absence of more than one-half ($\frac{1}{2}$) the hours scheduled in the tour of duty or one-half ($\frac{1}{2}$) tour of duty for an absence of less than half the hours scheduled in the tour of duty. No refund of vacation time shall be allowed due to illness incurred while on vacation time.
- E. In order to receive compensation while absent on sick leave, the employee shall notify his/her supervisor at least one (1) hour before the time set for him/her to begin his/her tour of duty. An employee returning from sick leave shall notify his/her supervisor at least one (1) hour prior to the starting time of the scheduled tour of duty. An employee who is absent for five (5) tours of duty without notice will be subject to dismissal in accordance with civil service rules and regulations.

- F. An employee may charge to his/her sick leave a maximum of three (3) tours of duty each year for the purpose of attending funerals, weddings, religious days, or other personal obligations not elsewhere provided for in the Article, provided prior approval is secured from the Chief.

- G. Every employee covered by this Agreement shall be allowed five (5) additional sick tours of duty per year of employment as a Fire Officer during the period from January 1, 1972 to December 31, 1978 up to a maximum of thirty-five (35) additional tours. No use of the additional five (5) accumulated sick tours of duty shall be made until all sick leave under the fifteen (15) tours of duty accumulation allowance has been exhausted. The additional tours accumulated, if not used, are not to be credited for purposes of calculating any terminal leave benefit due to the employee at the termination of his/her employment or at retirement.

ARTICLE XIX

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/her employment, he/she 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/she is unable to work in the form of a certificate from a reputable physician forwarded to the Township Treasurer (within forty-eight hours of the injury or illness).
 2. Submits upon request to examination by a physician appointed by the Township.
- B. If an 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/her personal physician and further provided 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 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. The portion of salary paid in accordance with Paragraph A above as temporary disability payments made in lieu of salary as Worker'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/she is carried on the Township's payroll.

ARTICLE XX

MILITARY LEAVE

- A. Any employee covered under this Agreement who is a member of the National Guard or Naval Militia of this State or of the Military or Naval Forces of the United States required to undergo Annual Active Duty Training therein, shall be entitled to such additional leave as is provided for by the State Law. This article shall not apply to weekend training.

ARTICLE XXI

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 on promulgation.

ARTICLE XXII
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 employees from their 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 as above defined, it is covenanted and agreed that participation in any such activity by an Association member shall entitle the Township to terminate 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 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 Association or its members.

ARTICLE XXIII
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 during working time.

ARTICLE XXIV

CIVIL LIABILITY

- A. The Township will provide liability insurance coverage for medical acts performed in the line of duty.

ARTICLE XXV

CEREMONIAL ACTIVITIES

- A. In the event a fire officer/fire fighter in another department in the State of New Jersey is killed in line of duty, the Township will permit at least one off duty uniformed fire officer of the Township to participate in funeral services for the said deceased officer.

- B. Subject to the approval of the Fire Chief or his/her designee, the Township will permit a Township fire vehicle to be utilized by the members in the funeral service.

ARTICLE XXVI

SEPARABILITY AND SAVINGS

- A. 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 XXVII

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. Subject to law, 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.

ARTICLE XXVIII

OFF-DUTY ACTION

The Township agrees that if an employee covered by this Agreement comes upon fire emergency on his time off while in the State of New Jersey and takes action which would have been taken if on duty, such action shall be considered proper Fire Department action, and the employee shall have all of the rights and benefits concerning such action as if he were on active duty. This clause shall not apply to actions taken as a member of a volunteer firefighter force or in the course of other employment.

ARTICLE XXIX

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:

1. 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.
2. The interrogations shall take place at a location designated by the Fire Chief. Usually it will be at the Fire Headquarters or the location where the incident allegedly occurred.
3. 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.
4. 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 (2) hours.
5. 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.

6. 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 representative 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, nor more than two (2) hours for consultation with his attorney. However, this paragraph shall not apply to routine day-to-day investigations.
7. 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 State Supreme Court.
8. 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 XXX

COMMUNICATIONS

- A. Every on-duty line Fire Officer shall be equipped with a portable radio transceiver capable of providing two way communications.

ARTICLE XXXI

TERM AND RENEWAL

- A. This Agreement shall be in full force and effect as of January 1, 1994 and shall remain in effect to and including December 31, 1996 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Teaneck, New Jersey on this 17th day of August 1995.

PROFESSIONAL FIRE OFFICERS
ASSOCIATION OF TEANECK

TOWNSHIP OF TEANECK
BERGEN COUNTY, NEW JERSEY

BY:



BY:

Peter Bower
MAYOR

Guy S. Saage
TOWNSHIP MANAGER

ATTEST:

Cheryl J. Mearl

ATTEST:

Elizabeth Clay
R 256-95

R. 256-95