

AGREEMENT
BETWEEN
THE TOWNSHIP OF WEST ORANGE
AND
LOCAL UNION 28
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
(F.M.B.A.)

JANUARY 1, 2010 THROUGH DECEMBER 31, 2013

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ARTICLES OF AGREEMENT

This AGREEMENT made as of the ____ day of _____, 2013, between the TOWNSHIP OF WEST ORANGE, a municipality in the County of Essex, State of New Jersey, hereinafter referred to as the "TOWNSHIP", and LOCAL UNION 28, FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, or its successor in interest, hereinafter referred to as the "UNION". (The term "member" as used herein, refers to all employees in the unit represented by 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 1

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 Uniformed Fire Fighter for the purposes of bargaining with the TOWNSHIP with respect to wages, working conditions and hours of work.

ARTICLE 2

MEMBERSHIP

All Uniformed Fire Fighters 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.

ARTICLE 3

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, each pay period, union dues, and deliver 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 such dues.

ARTICLE 4

REPRESENTATION FEE AND AGENCY SHOP

A. The TOWNSHIP agrees that all West Orange Fire Fighters will be covered under this clause allowing the UNION to establish an Agency Shop in accordance with the Laws of the State of New Jersey. The President of the UNION will notify the TOWNSHIP in writing of any Fire Fighters who are not members of the UNION and the TOWNSHIP agrees to withhold a services fee from their pay not to exceed 85% of the current Union dues and to remit said services fee to the UNION.

The UNION agrees to accept full responsibility for this clause and agrees to hold the TOWNSHIP blameless in any litigation.

B. A representation fee shall be paid as follows:

1. 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 a majority representative. In order to adequately offset the cost of services rendered by the UNION, the representation fee shall be 85% of the amount of the regular membership dues, or such lesser amount as the UNION shall determine, initiation fees and assessments charged by the UNION to it's own members. The foregoing 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.

2. Notice: The UNION shall be entitled to an up-to-date list of all employees

in the unit. The UNION shall submit to the employer a list of those employees in the unit who are not members of the UNION. The employer 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 employer 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.

3. Payroll Deduction Schedule: The employer 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 receipt of the aforesaid list by the employer or thirty (30) days after an employee begins his or her employment in the bargaining unit position, unless the employee previously served in the bargaining unit position and continued in the employ of the employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first pay check paid ten (10) 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 representative 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.

4. 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 or any amendments thereto, and anything herein which may be inconsistent with said law shall be deemed to be changed to conform to said law.

ARTICLE 5

PROBATION PERIOD

All new employees shall serve a probationary period of one (1) year. All employees who have worked one (1) year shall be known as permanent employees, and the probationary period shall be considered part of their seniority time subject, however, to any of the statutes and rules pertaining to Title 11 of the Laws of the State of New Jersey as amended and supplemented, and should there be any conflict between the provisions in N.J.S.A. Title 11, Title 4 of the New Jersey Administrative Code, and the provisions of the within Agreement, the statutes or Administrative Code hereinabove referred to shall prevail.

ARTICLE 6

SENIORITY LIST

The Fire Department shall establish a Seniority List and it shall be brought up to date on January 1st of each year and immediately posted hereafter on the Central Fire Station and Substation bulletin 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 N.J.S.A. 40A: 14-25 encaptioned, "Decrease of Fire Force for reasons of Economy."

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

ARTICLE 7

VACANCIES – PROMOTIONS

The rules and regulations governing Civil Service, N.J.S.A. Title 11 shall govern concerning any vacancies, promotions, or disqualifications, and a list for entrance to Captain will be maintained at all times.

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

ARTICLE 8
STRIKE CLAUSE

The UNION agrees that there shall be no strike.

ARTICLE 9

SALARIES

A. Effective January 1, 2010 the wages and increment steps for the members of the bargaining unit shall be as follows:

Fire Fighter

| Year | % increase | Minimum | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Maximum |
|--------|------------|----------|----------|----------|----------|----------|----------|----------|
| 1-1-10 | 0 | \$40,240 | \$44,755 | \$49,270 | \$53,784 | \$58,299 | \$62,813 | \$80,444 |
| 1-1-11 | 0 | \$40,240 | \$44,755 | \$49,270 | \$53,784 | \$58,299 | \$62,813 | \$80,444 |
| 1-1-12 | 2 | \$41,045 | \$45,650 | \$50,255 | \$54,859 | \$59,465 | \$64,069 | \$82,052 |
| 1-1-13 | 2 | \$41,866 | \$46,563 | \$51,260 | \$55,956 | \$60,654 | \$65,350 | \$83,694 |

Fire Fighter (with EMT CERTIFICATION)

| Year | % increase | Minimum | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Maximum |
|--------|------------|----------|----------|----------|----------|----------|----------|----------|
| 1-1-10 | 0 | \$41,045 | \$45,650 | \$50,255 | \$54,859 | \$59,465 | \$64,069 | \$82,052 |
| 1-1-11 | 0 | \$41,045 | \$45,650 | \$50,255 | \$54,859 | \$59,465 | \$64,069 | \$82,052 |
| 1-1-12 | 2 | \$44,045 | \$48,650 | \$53,255 | \$57,859 | \$62,465 | \$67,069 | \$85,052 |
| 1-1-13 | 2 | \$44,866 | \$49,563 | \$54,260 | \$58,956 | \$63,654 | \$68,350 | \$86,694 |

B. The UNION agrees that effective in 1996 and thereafter, the TOWNSHIP has the option of changing to a bi-weekly payroll.

C. All employees covered by the terms of this Agreement shall be given thirteen (13) holidays annually for which they shall receive their regular pay, same to be paid weekly in accordance with present practice. Effective January 1, 2010, and thereafter, all employees covered by the terms of this Agreement shall be given fourteen (14) holidays annually because the existing Martin Luther King Day Holiday shall be recognized and paid under the Township's current practice.

D. A new Firefighter shall remain at Minimum for one (1) year. At the conclusion of this one (1) year probationary period the Fire Fighter will advance to Step 1 and thereafter will advance to the next step every January 1st.

E. Effective January 1, 2012, all members of the bargaining unit shall receive a \$3,000 annual stipend as part of their base salary to maintain their EMT Certifications. The stipend will continue to be paid as it has always been paid, and will be included in pensionable base salary subject to the rules of New Jersey Division of Pensions and Benefits.

Firefighters possessing only EMS (First Responder) certification shall receive no stipend. Annual EMT stipends will be prorated based upon when the certification was obtained during the calendar year. All training is provided by the TOWNSHIP unless a member fails to recertify before the EMT Certification expires.

ARTICLE 10

LONGEVITY

The 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 it is the current practice. Longevity changes will become effective the 1st of the month following the member's anniversary date of hire.

ARTICLE 11

SCHOLASTIC CREDIT COMPENSATION

A. All employees covered by the terms of this Agreement will be given Scholastic Credit Compensation in accordance with the following provisions:

Permanent regular members of the 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 one hundred dollars (\$100.00) for each fifteen (15) hours of credit earned in 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 eight hundred dollars (\$800.00) for one hundred and twenty (120) hours of credit earned in anyone calendar year. Payment shall be made annually during the month of August, based on the number of credit hours earned as of June 30th 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 one hundred and twenty (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 it's equivalent, or better in each course taken for that course to quality herein.

3. Certification shall be presented to the Business Administrator setting forth the numbers of hours of credits successfully completed or accepted toward a degree in Fire Science, Administration of Fire Safety and Security services, Fire Technology or Fire Science Technology.

4. Permanent regular members of the 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.

B. The Fire Chief and/or Director may grant employees covered by the terms of this Agreement time off for service-connected schools at his discretion not to exceed three (3) men per tour.

ARTICLE 12

OVERTIME

Compensation for overtime will be provided for the term of this Agreement subject to the effect and application of the Federal Fair Labor Standards Act, 29 U.S.C. §201, et seq., Municipal Ordinances and resolutions adopted pursuant hereto.

If a member is required to work longer than his normal tour of duty, he shall be entitled to overtime at the rate of time and one-half his regular pay. Recall to duty for overtime is to be paid at time and one-half. Acting time, straight time, is to be based on a member's base hourly rate plus eight percent (8%). A member on vacation will be eligible for overtime. Effective January 1, 2009, any member called in for duty on a scheduled day off shall be paid at a minimum of four (4) hours' pay at the overtime rate.

In construing overtime, a member must work thirty (30) minutes beyond his shift's ending before he is entitled to receive overtime compensation. Once a member has worked thirty (30) minutes he shall then be paid time and one-half for all overtime work commencing with the 31st minute on a fifteen (15) minute basis.

ARTICLE 13
HOURS OF DUTY

A. Effective January 1, 1996, the workweek shall consist of twenty-four (24) hours on duty (consisting of consecutive shifts of a ten (10) hour day/ fourteen (14) hour night) followed by seventy-two (72) hours off.

B. The shift set forth in (A) above shall be in effect for a trial period of one (1) year, through January 1, 1997. The only reason the TOWNSHIP may discontinue the workweek schedule set forth in (A) is if the total sick hours calculated as three (3) eight (8) hour shifts for employees in the bargaining unit in 1996 exceed the total sick hours in a three (3) year average from 1992 to 1994. In the best interest of the Department and subject to Article 32, if the TOWNSHIP decides to discontinue the workweek set forth in (A) in such circumstances, the TOWNSHIP shall revert to the schedule in (C), the schedule in effect prior to January 1, 1996. If the TOWNSHIP reverts to the schedule in (C), the TOWNSHIP shall, at the same time, increase each step of the salary guide in Article 9, January 1, 1997, by three percent (3%).

The hours of duty, other than hours during which employees may be summoned or kept on duty because of a 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 AM and expire at 6:00 PM, then forty-eight (48) hours off. The night shift, consisting of two (2) consecutive fourteen (14) hour nights shall start at 6:00 PM and expires at 8:00 AM with seventy-two (72) hours off.

Administrative staff schedules shall be defined in the order required for certain days as determined by the Fire Chief and/or Director. 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.

ARTICLE 14

SICK LEAVE

Accounting for sick days will be consistent with the contractual requirements for accounting for personal and seniority days - - one (1) twenty-four hour work period equals a ten (10) hour and fourteen (14) hour work period.

Firefighters shall be entitled to fifteen (15) sick days, which shall be either a ten (10) hour or fourteen (14) hour period. One twenty four (24) hour period shall equal two sick days.

Payment for Sick time upon retirement and or separation of employment:

Firefighters shall be entitled to payment for accumulated sick time upon separation or retirement based upon the following schedule:

- 1) Based upon the value of the sick days, firefighters shall be entitled to payment of up to \$12,000 for fifty percent (50%) of the value of his or her accumulated sick time.
- 2) Any remaining accumulated sick time shall be paid at a rate of fifteen percent (15%) of the value of the remaining sick days.

ABSENCES: Employees covered by the terms of this Agreement not expecting to work because of emergencies or other justifiable causes must notify Fire 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 15

INJURY AND ILLNESS LEAVE

In case an employee covered by the terms of this Agreement is disabled either through injury of illness as a result arising from his employment as evidenced by the certificate of a Township physician, he 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 himself to a physician duly appointed by the TOWNSHIP, and in every instance where an extension is applied for, said physician must certify to the need for the continuance of said injury or illness.

ARTICLE 16

WORKER'S COMPENSATION

In the event of an injury to an employee covered by the terms of this Agreement is compensable by Workman's Compensation Insurance, any payment made to any such employee while on injury leave as a compensation insurance, shall be deducted from the amount to be paid to the employee by the TOWNSHIP during such time as he is carried on the TOWNSHIP'S payroll.

ARTICLE 17

BEREAVEMENT LEAVE AND BENEFITS

Any member of the Fire Department entitled to vacation who may die prior to his receipt of said vacation pay for any year, shall have an amount equivalent to his pro-rated earned vacation time paid to his heirs-at-law or next of kin. Any members of the Fire Department entitled to seniority benefits who may die prior to his receipt of said benefits for any year shall have said entitlement paid to his heirs-at-law or next of kin. Payment for unused sick leave shall be paid in accordance Article 14 of this Agreement.

ARTICLE 18

INSURANCE

A. Insurance Plan

1. Medical Benefits Plan:

a. Effective May 1, 2010 the medical benefits plan, for all eligible, full-time, active members of the bargaining unit and eligible retirees of the unit shall be terminated with the New Jersey State Health Benefit Plan, (NJSHBP) and shall be replaced by Horizon Blue Cross and Blue Shield of New Jersey (HBCBS).

b. The Township shall continue providing all eligible, full-time active members of the bargaining unit and eligible retirees of the unit with medical benefits that are equal to or better than the NJSHBP plan, when viewed as a whole, going forward.

2. Dental Insurance Plan: 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 Fighters and their families.

3. Prescription Benefits:

a. The TOWNSHIP shall continue to provide a prescription plan for all members of the bargaining unit, providing benefits no less than currently in effect.

b. Effective September 1, 2009, the prescription co-payments for all active members will be increased to the following: \$10.00 generic, \$20.00 brand name and \$2.00 per mail order.

4. Retiree Coverage

- a. Effective May 1, 2010 all eligible retirees shall be provided with a prescription plan by the Township. All prescription co-payments for the plan shall be established by the prescription plan provider which shall be payable by the retirees.
- b. Effective May 1, 2010 all eligible retirees who choose to participate in a dental plan provided by the Township shall pay one hundred percent (100%) of the cost of the plan. The retiree rates for the plan shall be established by the dental plan provider. All retirees who choose to participate in the plan shall enroll at the time of retirement. Retirees who fail to enroll at the time of retirement shall not be eligible to join the plan.

B. Insurance Contribution

1. Effective April 1, 2011 all members in the bargaining unit shall contribute seven point five percent (7.5%) of their pensionable salary toward the total cost of all insurance coverage provided by the Township which shall include Medical, Prescription and Dental costs. The seven point five percent (7.5%) contribution shall not be applied to any previous or future retirees and shall only be applied to active firefighters.
2. If the State of New Jersey passes legislation that increases public employee contributions more than the current one point five percent (1.5%) of pensionable salary required by law, in the form of a percentage of pensionable salary or a percentage of benefit costs, or any other calculations (hereinafter ("State Contribution")), prior to the termination of this collective bargaining Agreement, members of the bargaining unit shall not be required to pay both the agreed upon

seven point five percent (7.5%) of pensionable salary contribution and any State Contribution imposed. Furthermore, members of the bargaining unit shall not be required to make any contribution toward benefits that ever exceeds seven point five percent (7.5%) of pensionable salary, unless any imposed State Contribution mandates that a larger payment must be paid notwithstanding this collective bargaining Agreement. In that case, the seven point five percent (7.5%) contribution of pensionable salary negotiated in this Agreement shall be eliminated.

3. If the State Contribution must be paid and it is less in total than seven point five percent (7.5%) of a member of the bargaining member's pensionable salary, then the seven point five percent (7.5%) of pensionable salary contribution negotiated in this Agreement shall be adjusted to offset the State Contribution to equal seven point five percent (7.5%) of a member of the bargaining unit's pensionable salary. However, this will only happen if the State Contribution is required to be imposed by the Township before the expiration of this Collective Bargaining Agreement.
4. To be specific, if the State Contribution does not recognize this Collective Bargaining Agreement and subjects members of the bargaining unit to the State Contribution even though this Collective Bargaining Agreement is in place, then the offset shall be calculated immediately upon enactment of the State legislation regardless of the terms of this Agreement. If the State Contribution does recognize this Collective Bargaining Agreement and does not apply until the expiration date of this Collective Bargaining Agreement, then the offset shall be

effective immediately upon expiration of this Collective Bargaining Agreement as required by the State Contribution law.

5. The TOWNSHIP shall meet with members of the collective bargaining unit 6 months prior to the expiration of this Collective Bargaining Agreement to review any State imposed requirements enacted at that time.
6. **This insurance contribution will eliminate the current one point five percent (1.5%) employee contribution and any contribution being made by any employee who is currently paying fifty percent (50%) of their Prescription and Dental Insurance costs.**
7. In accordance with N.J.S.A. 40A:10-21.1, following the expiration of this Agreement, insurance contribution amounts will be phased-in as prescribed under New Jersey statute.

C. Lay-offs and Demotions

It is the intent of the parties to agree to avoid any layoffs or demotions within the bargaining unit for the duration of this contract. The TOWNSHIP agrees to no layoffs or demotions for contract year 2011. However, if layoffs or demotions become necessary in contract years 2012 and 2013 the TOWNSHIP agrees that the seven point five percent (7.5%) Insurance Contribution shall be eliminated for all members in the bargaining unit on the day a layoff plan is submitted to the New Jersey Civil Service Commission.

ARTICLE 19

PERSONAL DAYS AND SENIORITY DAYS

A. Effective January 1, 2012 all employees by the terms of this Agreement will be allowed five (5) personal days of their choice for which they will not have to report to work and for which they will receive full pay. Two (2) of the five (5) personal days shall be deemed "On Demand Personal Days" and used by the employee at any time and shall not be denied by the Fire Chief and/or Director for any reason unless the two (2) days are requested during any National Disaster, Declared State of Emergency, on any one of the thirteen (13) annual holidays allocated to employees of the bargaining unit as spelled out in Article 9 – Salaries, Section C, of the current collective bargaining Agreement, or at any other time that would unduly disrupt the operations of the Fire Department. If the two (2) days are not used for any reason by an employee during any calendar year the days will be lost on December 31st of that calendar year.

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 to a maximum of five (5) per year. Seniority days shall be cumulative.

C. The Fire Chief and/or Director 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 and seniority days at the same time. The Fire Chief and/or Director, at his discretion, may permit members of the bargaining unit covered by the within Collective Bargaining Agreement to use two (2) consecutive personal days and or seniority days without the necessity of calling in between the first and second day.

D. Personal days may be used by Fire Fighters to extend their vacations, subject to the current usual approval procedure.

E. Personal days or seniority days off shall consist either of a ten (10) hour day or fourteen (14) hour night shift. Employees shall be permitted to take consecutive personal or seniority days to total a twenty-four (24) hour period (i.e., ten (10) hour day and fourteen (14) hour night shifts).

F. Once a request for days off is approved, such approval shall not be revoked. Personal and seniority days off shall not cause staffing to drop below the authorized minimum staffing set by the Fire Chief.

G. Firefighters who are unable to utilize the three (3) remaining personal days (not the "On Demand Personal Days") referenced in Paragraph A of this Article during any given calendar year will be entitled to utilize them by March 31st of the following calendar year and if not used by March 31st of that year, they shall be lost.

ARTICLE 20

CALL BACK MEN FOR ALARMS

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 Fire Chief and/or Director shall, within thirty (30) days following the execution of this Agreement, prepare and 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 no way be construed so as to create a stand-by roster.

ARTICLE 21

EXCHANGE OF TOURS

The Fire Chief and/or Director may, at his discretion, grant the request of any two (2) members of the Fire Department to exercise change of times. Change of Time Policy shall begin at four (4) hours and one (1) minute through twenty-four (24) hours equivalent to one (1) change of time charged to the requester. Limit of eighteen (18) with additional days in groups of six (6), approved by the Fire Chief and/or Director.

ARTICLE 22

GRIEVANCE PROCEDURE

A. A grievance within the meaning of this Agreement shall include, but not be limited

to a 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 provision 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, and Rules and Regulations of the West Orange Fire Department.

B. It is understood that the Grievance Procedure shall not include any matter, dispute or controversy of whatever kind that is appealable to the Civil Service Commission.

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

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

2. If the grievance is not settled through step 1, it shall be reduced to writing by the UNION and submitted to the Mayor, or any person designated by him, and an 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 1 and 2, 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 full power to hear the dispute and make a final determination, which shall be binding on both parties. The cost of arbitration shall be borne by the TOWNSHIP and the UNION equally.

ARTICLE 23

SAFETY AND HEALTH

The TOWNSHIP and UNION shall cooperate fully in 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 Fire Fighter with modern safety equipment, i.e., approved helmets, gloves and eye protection appliances.

ARTICLE 24

UNIFORM ALLOWANCE

The Uniform Allowance for all West Orange Fire Fighters shall be Eight Hundred Dollars (\$800.00). This allowance shall be used for purchase and maintenance of employee's clothing and apparel. The Uniform Allowance shall be paid on a pro-rated basis of One Twelfth (1/12) of the amount 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 first, except in the case of partial years of service. Employees working partial calendar years shall receive pro-rated checks for all full months served in the previous calendar quarter. Said quarterly checks shall be issued in a timely fashion.

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

By December 31, 2008, all employees hired prior to September 26, 2005 shall be paid a one time stipend of twenty-five dollars (\$25) for the purpose of uniform shirt upgrades as per Order Number 2005-0147, Uniform Specifications, Employees in the unit eligible for the twenty-five dollars (\$25) stipend shall complete the uniform shirt upgrade within three (3) months after payment by the TOWNSHIP. This one time stipend shall not be added to base salary.

ARTICLE 25

EFFECTIVE DATE AND DURATION

This Agreement shall be effective as of the first day of January, 2010 and shall remain in force and effect through the thirty-first day of December, 2013. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred and twenty (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 26

DISCIPLINARY ACTION

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

ARTICLE 27

RELIEF AT FIRES

In the event of a fire or 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 28

VACATIONS

All Uniformed Fire Fighters shall be granted a vacation pursuant to the following provisions:

- A. Firefighters will pick vacations independent from superior officers. On any given tour, firefighters will have a minimum of two (2) picks for vacation, picking by seniority pursuant to the current practice, provided, however, that this number may be increased at the discretion of the Fire Chief and/or Director, which discretion shall not be unreasonably withheld.
- B. Firefighters hired on or before December 31, 2009 will receive eight (8) 24-hour shifts per year for vacation. Firefighters hired after December 31, 2009, shall receive vacation as follows:
 - “Date of hire” -3 years of service - five (5) 24-hour shifts per year,
 - 4-5 years of service - six (6) 24-hour shifts per year,
 - 6-10 years of service - seven (7) 24-hour shifts per year,
 - 11 or more years of service - eight (8) 24-hour shifts per year.
- C. Vacation picks must be completed and forwarded to the Fire Chief and/or Director by December 31st.
- D. Once vacation time has been approved pursuant to (C) it shall not be revoked for any reasons of manpower. It is understood that it is the expressed intention of the members of the Fire Department covered by the terms of this Agreement that vacation time will not be used to contribute to or adversely affect overtime.
- E. After December 31st, any additional vacation selection must be approved by the Fire Chief and/or Director. Vacation requested for approval after December 31st shall be

submitted to the Fire Chief and/or Director sixteen (16) days and/or four (4) 24-hour tours in advance and may be granted pursuant to section (A) above. Vacation selected after December 31st shall not be granted if it will cause overtime.

- F. Vacation time shall be taken in increments of one (1) to four (4) (at the discretion of the employee) consecutive 24-hour shifts, per vacation selection, subject to being in higher increments with the consent of the Fire Chief and/or Director, which consent shall not be unreasonably withheld.
- G. There is an option of carrying over vacation time to the following year. No employee shall accumulate more than sixteen (16) 24-hour shifts vacation at any time.
- H. Except as foresaid, vacation use and selections shall be in accordance with prior practice.

ARTICLE 29

TIME OFF FOR UNION ACTIVITIES

A. The Fire Chief and/or Director shall give a leave of absence with pay to any members of the UNION (up to and including six (6) men), but not to exceed four (4) men per tour) who are duly authorized by the UNION to attend any State Convention or other State meetings pertaining to union business, limited to two per calendar year. A certificate of attendance to the convention or meeting shall, upon request, be submitted by the representative attending same. The leave of absence shall be for a period inclusive of the duration of the convention with reasonable time allowed to travel to and from the convention. The Fire Chief and/or Director shall be notified in writing forty-eight (48) hours in advance of the representative's intention to leave for said convention.

B. The Fire Chief and/or Director shall permit the Union President, Vice-President, and Delegate to attend monthly meetings, except that if all three (3) are on the same shift only two (2) of the three (3) shall be permitted to go. Only the individuals holding the aforesaid positions may attend; designees of the officers are not permitted to attend in their place. At the conclusion of the monthly meetings, the employees shall return to work with reasonable time allowed for travel.

ARTICLE 30

CONFORMITY OF TOWNSHIP CODE

The TOWNSHIP represents that it will forthwith take the necessary steps to amend the Administrative Code of the Revised General ordinances of the Township of West Orange so as to conform to the terms of this Agreement, insofar as any section of said code is inconsistent with the terms of this Agreement.

ARTICLE 31

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 32

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 or suspend or otherwise discipline employees covered by the terms of this Agreement provided that any claim by a full-time Uniformed Fire Fighter who has passed through his probationary period that he has been discharged or otherwise disciplined without just cause may be appealed in accordance with the Civil Service Regulations 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 by-laws, 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 and/or regulations may be the subject matter of negotiations between the UNION and Fire Chief and/or Director. 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 discussion 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 Stations 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 15 copies of the within Collective Bargaining Agreement. Provisions in the rules and regulations inconsistent with this Agreement shall be modified accordingly.

The TOWNSHIP recognizes the rights 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 repose to the TOWNSHIP.

STAFFING LEVELS:

The TOWNSHIP agrees to a fifteen (15) person minimum staffing level for contract year 2011. The TOWNSHIP shall review minimum staffing levels on November 1, 2011 for contract year 2012 and November 1, 2012 for contract year 2013 to determine whether the staffing levels for those years shall be increased or decreased.

ARTICLE 33

RE-OPENING CLAUSE

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

ARTICLE 34

FIREFIGHTER'S RIGHTS

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

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 representatives.

ARTICLE 35

RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which the members 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 these negotiations resulting in this Agreement, and in any event as of January 1, 1987.

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 36

ACTING PAY

Effective January 1, 2003, acting time will be paid as the member's straight-time, base hourly rate of pay plus ten percent (10%).

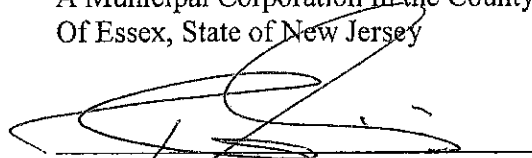
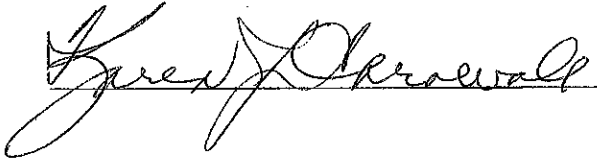
Effective January 1, 2004, acting time will be paid as the member's straight-time, base hourly rate of pay plus twelve (12%).

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of this

27th day of March, 2017.


ATTEST:

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


MAYOR, ROBERT PARISI
TOWNSHIP OF WEST ORANGE

ATTEST:

LOCAL UNION 28,
FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION (F.M.B.A.)


PRESIDENT, Omar Guzman

Approved as to form by:


MUNICIPAL ATTORNEY

Sophia Spyratou

From: Sophia Spyratou
Sent: Wednesday, June 05, 2013 11:12 AM
To: jsayers@westorange.org; 'Bonnie'
Cc: Ramon Rivera; Christina Michelson
Subject: FMBA AGREEMENT (11628.3000)

Attachments: EC-LITIGATION_LDAPMAIL_06052013-110512.PDF



EC-LITIGATION_L
LDAPMAIL_06052013.

Hello Jack:

Attached is the "revised" Twp of West Orange & FMBA agreement. Thank you.

Sophia Spyratou | Legal Assistant to Partners Ramon E. Rivera and Jay V. Surgent and Associate, Christina M. Michelson

Scarinci Hollenbeck | sspyratou@scarincihollenbeck.com

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Lyndhurst | Ocean | New York

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-----Original Message-----

From: scans@scarincihollenbeck.com [mailto:scans@scarincihollenbeck.com]
Sent: Wednesday, June 05, 2013 11:05 AM
To: Sophia Spyratou
Subject: Scanned document from scans@scarincihollenbeck.com

FMBA