

#2692

AGREEMENT

Between

TOWNSHIP OF TEANECK
BERGEN COUNTY, NEW JERSEY

and

LOCAL #42
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

JANUARY 1, 1994 THROUGH DECEMBER 31, 1996

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Preamble	i
I	Recognition	1
II	Management Rights	2
III	Grievance Procedure	3
IV	Hours and Overtime.	7
V	Holidays.	8
VI	Vacations	9
VII	Hospitalization	11
VIII	Sick Leave.	12
IX	Injured on Duty	14
X	Salaries and Compensation	15
XI	Clothing Allowance.	16
XII	Life Insurance.	18
XIII	Terminal Leave.	19
XIV	Collective Negotiations Procedure	20
XV	No-Strike Pledge.	21
XVI	Non-Discrimination.	22
XVII	Deductions from Salary.	23
XVIII	Rules and Regulations	25
XIX	Separability and Savings.	26
XX	Fully Bargained Provisions.	27
XXI	Conducting Association Business	28
XXII	Job Descriptions	29
XXIII	Acting in a Superior Position	30
XXIV	Leave with Substitute	31
XXV	Term of Agreement	32

PREAMBLE

This Agreement entered into this 9th day of November 1995 by and between the Township of Teaneck, in the County of Bergen, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township" and the Firemen's Mutual Benevolent Association, Local No. #42 of Teaneck, hereinafter called the "Association" represents the complete and final understanding on all bargainable issues between the Township and the Association. This Agreement is intended to maintain and promote a harmonious relationship between the Township and such of its employees who are within the provisions of this Agreement in order that more efficient and progressive public services may be rendered.

ARTICLE I

RECOGNITION

A. The Township hereby recognizes the Association as the exclusive collective negotiations agent for all Firefighters and Lineworkers employed by the Township of Teaneck but excluding the Chief, Deputy Chiefs, Captains, Lieutenants, other supervisors, craft and professional employees, managerial executives and police within the meaning of the act.

B. Unless otherwise indicated the terms "firefighter," "firefighters," "employee" or "employees" when used in this Agreement, refer to all persons represented by the Association in the defined negotiating unit.

C. Reference in this Agreement to the masculine (he) shall include the feminine (she).

ARTICLE II

MANAGEMENT RIGHTS

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

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

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

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

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

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

ARTICLE III
GRIEVANCE PROCEDURE

A. PURPOSE

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

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

B. DEFINITION:

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

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

GRIEVANCE PROCEDURE (CONTINUED)

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:

1. STEP ONE:

(a) An aggrieved employee shall institute action under the provisions hereof within five (5) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance.

(b) The supervisor shall render a decision within seven (7) working days after receipt of the grievance.

2. STEP TWO:

(a) In the event a satisfactory settlement has not been reached, the employee shall in writing and signed, file his complaint with the fire chief or his representative within five (5) working days following the determination by the supervisor.

(b) The fire chief or his representative shall render a decision in writing within seven (7) working days from receipt of the complaint.

3. STEP THREE:

(a) in the event the grievance has not been resolved at Step Two, then within seven (7) working days following the receipt of 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 ten (10) working days from the receipt of the complaint.

GRIEVANCE PROCEDURE (CONTINUED)

4. STEP FOUR --- ARBITRATION

(a) Should the aggrieved person be dissatisfied with the decision of the Township Manager, such person may, within ten (10) working days of the receipt of the Township Manager's decision, request arbitration. The arbitrator shall be chosen in accordance with the Rules of the Public Employment Relations Commission.

(b) 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 Procedures, the arbitration hearing shall be canceled and the matter withdrawn from the Public Employment Relations Commission. 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 him involved in the grievance. The arbitrator shall not have the opportunity to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or settlement thereto.

(d) The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute. The jurisdiction of the arbitrator in deciding matters in dispute under the Grievance procedure shall cover all grievable matters in dispute with the exception of those matters determined by the arbitrator to be in the exclusive jurisdiction of the Civil Service Commission. Those matters determined by the arbitrator to be within the exclusive jurisdiction of the Civil Service Commission shall not be decided by the arbitrator except the determination of jurisdiction.

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

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

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

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

GRIEVANCE PROCEDURE (CONTINUED)

2. This provision shall apply as long as the subpoena is in effect.
3. Any member who is subpoenaed by the Township on scheduled days off shall be limited to appearing to present his testimony. The member shall not be required to perform any other duties.

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

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

D. ADHERENCE TO TIME LIMITS

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

ARTICLE IV

HOURS AND OVERTIME

A. All employees covered by this Agreement are required to work a forty-two (42) hour week in an eight (8) week cycle on a shift basis as provided in Ordinance #1367 adopted by the Township Council on January 21, 1969. In time of emergency, all members of the Department are subject to call unless they are on authorized leave.

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

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

C. 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 V

HOLIDAYS

A. All employees working the forty two (42) hour work week shall receive thirteen (13) tours of duty off during each calendar year in lieu of the holidays indicated in B below. Holidays shall be granted subject to the prior approval of the Fire Chief or his designee. An employee may elect to take one holiday and convert it into twelve (12) hours. This conversion is hereby referred to as Converted Time Due. Converted Time Due may be used as follows:

1. The minimum usage of Converted Time Due is to be one (1) hour with the maximum use of six (6) hours.

2. A maximum of twelve (12) hours of Converted Time Due is allowed to be on the books at any one time.

3. In the event an employee is carrying over Converted Time Due from the previous calendar year that is insufficient to cover a requested leave period, he may be allowed to convert the present year's tour of duty to segments and use this time to cover the remaining time requested. (Example: A member carrying two (2) hours Converted Time Due who requests five (5) hours off duty can convert a Holiday to Converted Time Due in order to have sufficient time to meet his five (5) hour request.)

4. Converted Time Due is to be kept separate and used independent to any other accrued time due that the employee may have on the books.

5. Converted Time Due and Holiday Leave shall not be unreasonably denied.

B. All employees working the forty two hour work week shall receive the following holidays referred to in paragraph A.

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

ARTICLE VI

VACATIONS

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

<u>Years of Service</u>	<u>Annual Vacation Leave</u>
To the end of the first calendar year	One 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. Vacations shall be granted in accordance with the following conditions:

1. Assume an employee starts August 1, 1933. At the end of 1988 he is entitled to five (5) tours of duty or working days as vacation which can be taken between January 1st and December 31, 1989. On January 1, 1989, he would be credited with twelve (12) tours of duty or twelve (12) working days vacation based on a full years employment in 1989 which can be taken in 1990.

2. Employees hired prior to July 1, 1965 may take their vacation in the year in which earned.

C. 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.

VACATIONS (CONTINUED)

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

E. An employee who has returned from extended leave of absence without pay or has been reemployed or reinstated shall be considered as a new employee for the purpose of determining vacation eligibility.

F. All vacations between Memorial Day and Labor Day will be picked in full four (4) day work cycles beginning with the first day tour. All vacations picked prior to Memorial Day and after Labor Day may be picked in half cycles or two (2) consecutive work days. If there are any vacation days left over, then the excess will be picked up in accordance with D above on a second round of picks.

ARTICLE VII

HOSPITALIZATION

A. The Township agrees to furnish all employees and their eligible dependents Hospitalization, Major Medical and Rider J coverage with the State Health Benefit Plan of New Jersey.

B. The Township reserves the right to change insurance carriers during the lifetime of this Agreement so long as substantially similar benefits are provided by the new carrier.

C. Effective January 1, 1991 the Township agrees to provide all members and their eligible dependents covered by this Agreement a dental insurance plan.

ARTICLE VIII

SICK LEAVE

A. Sick leave is defined to mean an absence from post of duty of any employee because of illness, accident, exposure to contagious disease or attendance upon a member of the employee's household seriously ill requiring the care or attendance of such employee. Absence caused by the death of an immediate family member of such employee or employee's spouse may be charged to sick leave. Immediate family is defined for purposes of this Article to be as spouse and children, mother, father, sister, brother, grandfather, grandmother, and grandchildren of the employee and the employee's spouse 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 hereinbefore defined, with pay to which 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 (1½) tours of duty per month or a total of fifteen (15) tours of duty for each calendar year of service.
3. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.

C. When an employee does not report for duty for a period of greater than three (3) tours of duty or totaling more than ten (10) tours in one calendar year because of sickness, he shall show proof of his inability to work by submitting to the Fire Chief upon request a certificate, signed by a reputable physician in attendance, to the effect that the said employee was not, on the date or dates sick leave was requested, physically able to perform any duty connected with his job. 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 January 1, 1996.

SICK LEAVE (CONTINUED)

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

1. A sick day shall be charged for an absence of more than one-half the hours scheduled in the tour of duty.
2. One-half of a sick day shall be charged for an absence of less than half the hours scheduled in the tour.

E. In order to receive compensation while absent on sick leave, the employee shall notify his Supervisor at least one (1) hour before the time set for him to begin his tour of duty when reasonably possible. An employee returning from sick leave shall notify his Supervisor at least one (1) hour prior to the starting time of the scheduled tour of duty. An employee who is absent without notice for five (5) consecutive days will be subject to dismissal in accordance with Civil Service Rules.

F. An employee may charge to his 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 this Article, provided prior approval is secured from the Fire Chief or his designee.

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

ARTICLE IX

INJURED ON DUTY

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

1. Presents evidence that he is unable to work in the form of a certificate from a reputable physician forwarded to the Township Treasurer within seventy-two hours of the injury or illness whenever reasonably possible.
2. Submits upon request to examination by a physician appointed by the Township or the Township Insurance Carrier.

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

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

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

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

ARTICLE X

SALARIES AND COMPENSATION

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

	<u>October 1, 1994</u>	<u>January 1, 1995</u>	<u>January 1, 1996</u>
Step 1	\$24,960	\$26,083	\$27,257
Step 2	26,000	27,170	28,393
Step 3	30,160	31,517	32,935
Step 4	37,440	39,125	40,886
Step 5	48,360	50,536	52,810

B. Annual salary increments shall be provided only to those employees who have satisfactorily performed the duties of their positions. Longevity payments shall continue in effect for the life of this Agreement. Eligible longevity payments shall be applied concurrently with the effective date of all salary increases.

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

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

ARTICLE XI

CLOTHING ALLOWANCE

A. The Township agrees to pay an annual clothing allowance of \$450.00 per year for the life of this Agreement to all employees on duty at the beginning of the calendar year. This allowance shall be payable in April of the same calendar year. If an employee terminates his employment during the calendar year, said employee shall be entitled to one twelfth (1/12) of the allowance for each month he worked up to six months, after which he will be entitled to the entire allowance.

B. The Township will provide protective boots, gloves and turnout coat and helmet to all new employees on the payroll and covered by this Agreement at no cost to the employee.

C. The Township shall, effective January 1, 1991, establish a fund in the amount of \$5,000, to bear the cost of replacing protective clothing outlined by the Occupational Safety Hazardous Act. Protective clothing having normal wear and tear as well as having accidental damage in the performance of the employee's duties shall be replaced at the expense of the Township from this fund. The fund shall be renewed in 1992 and 1993. Protective clothing provided to new employees shall be excluded from this fund.

D. The employee shall bear the cost of replacing boots, gloves and turnout coat and helmet only when the loss or damage of said items are a result of the employee's willful misconduct.

E. All new employees shall receive the clothing allowance provided for in paragraph A upon completion of three (3) months employment. Any new employee starting in a month other than January will receive a pro-rated clothing allowance based upon 1/12th of the annual clothing allowance of \$450.00.

F. No more than one allowance may be paid to any employee in any one calendar year.

G. Firefighters will not be required to wear the dress uniform while making in service inspections, but the dress uniform hat will be worn for identification purposes.

CLOTHING ALLOWANCE (CONTINUED)

H. The prescribed Firefighter's uniform and work clothes will comply with the "Fire Department Specifications" as directed and issued under General Order 13-71, dated 2/11/71, as amended now or in the future. The Township will discuss any changes in this regulation with the Association prior to implementation.

I. The Firefighters will wear the prescribed uniform during beginning roll call, on special detail as designated by the Chief or Officer-in-Charge and when on desk watch. Firefighters will not have to wear the prescribed uniform during ending roll call. However, presentable dress must be worn when leaving the fire house after ending roll call. When reporting to or off duty, the wearing of the prescribed uniform is not required. In such cases, the wearing of a partial uniform is not permitted.

ARTICLE XII

LIFE INSURANCE

A. The Township agrees to provide a \$10,000.00 death benefit to all employees covered under this Agreement, at no cost to such employee, either through a life insurance policy or self insurance program.

B. The Township agrees to provide a \$5,000.00 death benefit for death in the line of duty, to all employees covered under this agreement at no cost to such employee, either through a life insurance policy or a self insurance program.

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

ARTICLE XIII

TERMINAL LEAVE

A. Any employee who retires on a monthly pension payment from the Police and Firemen's Retirement System after completing twenty five (25) years of service with the Township of Teaneck, shall be eligible for a terminal leave payment as heretofore calculated based on 50% of his accumulated sick leave time.

B. Any employee who retires on a monthly pension payment from the Police and Firemen's Retirement System before completion of twenty-five (25) years of service with the Township of Teaneck, shall be eligible for a terminal leave payment based on the ratio of his number of months of service to three hundred (300) months of service applied to 50% of his accumulated sick leave time. However, if an employee should retire because of a job related disability and 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 accrued sick leave will be paid to his estate on the basis of the formula in paragraph A or B.

D. All employees hired after December 1, 1978, shall be limited to a maximum of \$15,000.00 in terminal leave pay as heretofore calculated.

ARTICLE XIV

COLLECTIVE NEGOTIATIONS PROCEDURE

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

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

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

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

ARTICLE XV

NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, slow down, 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 purpose of this article shall be defined as the concerted failure to report for duty or willful absence of an employee from his position or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment.

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

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

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

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

ARTICLE XVI

NON-DISCRIMINATION

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

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

ARTICLE XVII

DEDUCTIONS FROM SALARY

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

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

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

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

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

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

DEDUCTIONS FROM SALARY (CONTINUED)

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

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

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

ARTICLE XVIII

RULES AND REGULATIONS

A. The Township will discuss with the Association proposed new rules or modifications of the existing rules governing the working conditions before they are established.

B. Copies of all General Orders shall be sent to the Association immediately upon promulgation.

ARTICLE XIX

SEPARABILITY AND SAVINGS

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

ARTICLE XX

FULLY BARGAINED PROVISIONS

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

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

ARTICLE XXI

CONDUCTING ASSOCIATION BUSINESS

A. No Association member, officer or Job Steward shall conduct any Association business on Township time except as specified in this Agreement.

B. The Association's monthly meeting shall be permitted to be held in Fire Headquarters on the second Thursday of each month. Permission for any special meeting shall be obtained from the Chief or his designee.

C. The Association will notify the Township in writing of the one (1) Job Steward and the four (4) Alternates selected from the employee's group it wishes to authorize as the F.M.B.A. Grievance Committee to confer with management on grievances or other matters of mutual interest. The Township acknowledges the right of the Association to select representatives who are not employees to participate in such conferences.

D. The Township agrees that it will permit the authorized Job Steward or his Alternate (but not both at the same time) to take a reasonable amount of time from his job to investigate grievances without loss of pay provided arrangements to be excused are made with his supervisor in advance and further provided that such time spent on grievances does not interfere with the operations of the department.

E. The Township agrees that it will permit the authorized Job Steward and his Assistant or their Alternates, but not more than any two (2) such representatives at any one time, to take a reasonable amount of time from their jobs to confer with management on grievances without loss of pay, provided arrangements to be excused are made with their supervisor in advance and further provided that such time spent on grievances does not interfere with the operations of the department.

F. The Executive Delegate of the FMBA shall be granted leave from duty without loss of pay for all regular monthly State and Regional Meetings of the FMBA or special meetings when such meetings take place at a time when such delegate is scheduled to be on duty. These meetings shall not exceed a total of eight (8) days per year.

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

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

ARTICLE XXII
JOB DESCRIPTIONS

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

ARTICLE XXIII

ACTING IN A SUPERIOR POSITION

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

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

ARTICLE XXIV

LEAVE WITH SUBSTITUTE

A. Employees covered by this Agreement may have up to fifteen (15) leaves with substitute per calendar year subject to prior approval of the Chief or his designee and said approval shall not be unreasonably denied.

ARTICLE XXV

TERM OF AGREEMENT

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 set their hands and seals at Teaneck, New Jersey, on the day of November, 1995.

F.M.B.A. Local #42
TEANECK FIREFIGHTERS

TOWNSHIP OF TEANECK
BERGEN COUNTY, NEW JERSEY

BY:

BY:

William J. Bann
President, Local 42

*Peter Bowen
Mayor

Michael Vitaro
Vice President, Local 42

Janet Saage
Township Manager

ATTEST:

Elizabeth Clay
Township Clerk

R 346-95