

Contract # 1918

F

1992 - 1994

C O N T R A C T

SUPERIOR OFFICER'S ASSOCIATION
WEST ORANGE FIRE DEPARTMENT

AND THE

TOWNSHIP OF WEST ORANGE

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ARTICLES OF AGREEMENT

THIS AGREEMENT made as of this 14th day of October
1993, between the TOWNSHIP OF WEST
ORANGE, a municipality in the County of Essex, State of New
New Jersey, hereinafter referred to as the "Township", and
SUPERIOR OFFICERS ASSOCIATION, WEST ORANGE FIRE DEPARTMENT,
or its successor in interest, hereinafter referred to as the
"UNION".

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

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

ARTICLE I

RECOGNITION

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

ARTICLE II

MEMBERSHIP

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

A representation fee shall be paid as follows:

A. Amount of fee. If an employee in the bargaining unit is not a member of the UNION during the term of this agreement and during the period, if any, between successive agreements, such employee shall be required to pay a representation fee to the UNION during such term or period. The purpose of the representation fee is to provide for payment to the UNION of a fee in lieu of dues for services rendered by the UNION, and thereby to offset the cost of services rendered by the UNION as majority representative. In order to adequately offset the cost of services rendered by the UNION, the representation fee shall be 85% of the amount of the regular membership dues, initiation fees and assessments charged by the UNION to its 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.

B. Notice. The UNION shall be entitled to an up to date list of all employees in the unit.

The UNION shall submit to the 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.

C. 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 employee begins his or her employment in the bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the 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 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 representation fees and the transmission of such fees to the UNION will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues paid to the UNION by payroll deduction.

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

ARTICLE III

CHECK-OFF

Upon the written authorization by an employee and approval by the Union President, the TOWNSHIP agrees to deduct from the salary of each such employee covered by the terms of this Agreement the sum certified as initiation fees, assessments, and weekly, Union dues, and 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 any such dues.

ARTICLE IV

PROBATION PERIOD

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

ARTICLE V

SENIORITY LIST

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

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

ARTICLE VI

VACANCIES - PROMOTIONS

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 VII

STRIKE CLAUSE

The UNION agrees that there shall be no strike.

ARTICLE VII

SALARIES

A. Upon promotion to any Officer's Rank the individual shall go to minimum salary for that rank and maximum the following January 1st.

<u>Fire Captain</u>	<u>Minimum</u>	<u>Maximum</u>
1-1-92	41,735	45,579
7-1-92	43,404	47,402
1-1-93	44,706	48,824
7-1-93	46,494	50,777
1-1-94	47,889	52,300
7-1-94	49,805	54,392
<u>Deputy Fire Chief</u>		
1-1-92	48,973	55,149
7-1-92	50,932	57,355
1-1-93	52,460	59,076
7-1-93	54,559	61,439
1-1-94	56,195	63,282
7-1-94	58,443	65,813

H. Payday

1. Payment to employees will be on a weekly basis.
2. The Payment will be determined by the last day of the year. (Example: 1992 - Thursday)
3. Checks will be distributed the day prior to Paydate at the close of the Bank Day. (Example: 1992 - 3:00 P.M. Wednesday)

4. When a Holiday falls on a Paydate checks will be distributed by 11:00 A.M. of the previous day (1992 Holiday on Thursday, checks distributed 11:00 A.M. Wednesday)
5. When a Holiday falls on a Distribution day checks will be distributed 11:00 A.M. of the Paydate. (1992 Holiday on Wednesday, checks distributed 11:00 A.M., Thursday)
6. If the Bank discontinues or adjusts payment for the payroll preparation, the above shall be subject to renegotiation or revert back to past practice.

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

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

The current practice of paying acting time quarterly shall continue.

ARTICLE IX

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, as provided for in Revised General Ordinance 4:26.1 et seq. of the TOWNSHIP OF WEST ORANGE.

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 \$100.00 for each 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 \$ 800.00 for 120 hours of credit earned in any one calendar year. Payment shall be made annually during the month of August, based on the number of hours of credit earned as of June 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 120 hours of credit or a bachelor's degree, whichever occurs first.
2. Members shall be currently matriculated or have completed matriculation in one of the recognized fire

related college degree programs listed in paragraph 3 below. Members shall attain a grade of "c" or its equivalent, or better in each course taken for that course to qualify herein.

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

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

ARTICLE X

OVERTIME

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

If a member is required to work longer than his 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, with Staff Personnel having the option of taking overtime pay or compensatory time at time and one-half.

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

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

ARTICLE XI

HOURS OF DUTY

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

It is understood that the 42-hour work week applies to Staff personnel, members of the Fire Prevention Bureau. Training Officer, Administration Personnel, Fire Alarm Division personnel, and Ambulance Drivers.

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

ARTICLE XII

VACATIONS

I. The following is applicable to Deputy Chiefs only:

All Deputy Chiefs shall be granted a vacation pursuant to the provisions of present Section 4-13 of the Revised General Ordinance of the Township of West Orange, adopted 1972, as amended and supplemented, subject to the following:

A. Vacation selections are to be determined by seniority among the Deputy Chiefs.

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

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

D. The current practice for Deputy Chiefs to choose vacations within their own rank, without affect from/or/to subordinate other ranks to be maintained.

E. Vacation time to be taken on one, two or three units, with the option of carrying over vacation time to the following year.

F. An updated vacation list is to be maintained in Deputy's Office and on file in the Chief's Office, showing selections and vacancies. All contestations to be judged by the Director of the Department.

II. The following applicable to Captains only:

All Captains shall be granted a vacation pursuant to the provisions of Section 4-13 of the Revised General Ordinances of the Township of West Orange, adopted 1972, as amended and supplemented, subject to the following:

A. Vacations for Captains shall be one sixteen consecutive day period to commence after seventy-two hours of off-duty and one fifteen consecutive day period to commence after seventy-two hours of off duty.

B. Vacations will be granted during the calendar year and will be selected based on seniority by the following process:

1. For purposes of vacation selection, Captains and Uniformed Fire Fighters of the various tours of duty will be divided into two distinct groups.

2. The three Captains highest in seniority in each tour will have first selection of vacation, each selection to be confined to the Captain's selection of his fifteen consecutive day period.

3. After the process provided in Paragraph 2 is completed, said process will be repeated as many times as may be necessary until such time as each Captain has selected his fifteen consecutive day vacation.

4. At such time as all Captains have selected their fifteen consecutive day vacation, the three Uniformed Fire fighters highest in seniority on each tour will select one of their fourteen consecutive day vacations. This

process will continue by seniority until such time as all Uniformed Fire fighters have selected one fourteen consecutive day vacation.

5. After all Captains have selected their fifteen consecutive day vacation and each uniformed Fire fighter has selected one of his fourteen consecutive day vacations, the foregoing process will be repeated with Captains selecting their sixteen consecutive day vacation or by splitting this vacation period, selecting an eight day vacation period, which shall be either the first half or the second half of this 16 day vacation period; after this process the Fire fighters shall select their remaining fourteen consecutive day vacation, then the Captains, who have elected to split their sixteen day vacation period, may select the balance of eight days vacation from the remaining open dates. The Captains shall retain the option of carrying over vacation to the following year.

6. The foregoing process of vacation selection has been adopted to meet the recognized equitable need for all Uniformed Fire fighters and Captains to select one of their vacation periods.

7. Upon completion of the vacation selection process as aforesaid, up to three men will be allowed off during each vacation period provided minimum manpower requirements as presently established will be met and further provided that same in and of itself will not cause overtime.

C. The vacation list shall be posted by the Director on November 1st preceding the vacation year and first vacation choices pursuant to the process set forth herein shall be completed by November 30th; second vacation choices pursuant to the process set forth herein shall be completed by December 31st.

ARTICLE XIII

SICK LEAVE

Sick Leave shall be granted in accordance with the provisions of Section 4-14.1 of the Revised General Ordinances of the Township of West Orange, 1972, as amended and supplemented.

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

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

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

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

ARTICLE XIV

INJURY LEAVE

In case an employee covered by the terms of this Agreement is disabled either through injury or illness as a result of or 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, subject to the provisions of Section 4-14.4 of the Revised General Ordinances of the Township of West Orange, 1972 .
(See Schedule B attached.)

ARTICLE XV

WORKER'S COMPENSATION

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

ARTICLE XVI

BEREAVEMENT LEAVE & BENEFITS

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

ARTICLE XVII

INSURANCE

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

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

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

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

ARTICLE XVIII PERSONAL DAYS AND SENIORITY DAYS

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

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

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

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

ARTICLE XIX CALL BACK MEN FOR ALARMS

A. A roster of each member of the Fire Department shall be prepared and posted on the bulletin boards and submitted to the UNION's Secretary which will allow for a uniform method of rotation of off-duty men for the purpose of covering emergencies. The Director and/or Chief of the Fire Department shall within thirty (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 in no way be construed so as to create a stand-by roster.

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

ARTICLE XX

GRIEVANCE PROCEDURE

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

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

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

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

2. IF the grievance is not settled through Step 1, same shall be reduced in writing by the UNION and submitted to the Mayor, or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the UNION, within ten (10) working days of submission.

3. If the grievance is not settled through Steps 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 the full power to hear the dispute and make a final determination which shall be binding on the parties. The costs of the Arbitrator shall be borne to the TOWNSHIP and UNION equally.

ARTICLE XXI

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.

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

ARTICLE XXII

LONGEVITY

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

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

The new longevity scale shall be as follows:

Years of service	5 yrs.	10 yrs.	15 yrs.	20 yrs.	24 yrs.
Percent of Base Salary	2%	4%	6%	8%	10%

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

ARTICLE XXIII RESERVATION OF MANAGEMENT RIGHTS

The UNION and all employees covered by the terms of this Agreement acknowledge that it is the exclusive function of the Employer to: MAINTAIN order, discipline and efficiency and to establish and enforce rules and regulations necessary therefore, and generally governing the conduct of the employees covered by the terms of this Agreement.

HIRE, discharge, promote, demote, classify or suspend or otherwise discipline employees covered by the terms of this Agreement provided that any claim by a full-time uniformed bargaining employees 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 statutes of the State of New Jersey.

EXERCISE any rights, powers, functions or authority which the Employer had prior to the 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 related to firefighting, fire prevention, rescue work, or to the care and maintenance of firefighting 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 negotiation between the UNION and the Director of the Fire Department, but shall not be subject to the grievance procedures provided for herein. Said proposed changes shall be submitted in writing to the UNION 90 days prior to the contemplated submission to the Council. The UNION shall, within 45 days of receipt, comment in writing to management on any areas of difference, if any, which areas of difference are to be discussed by the parties in contemplation of working out an amicable resolution of same. Said discussions shall commence within 15 days of management having received the UNION's written comments.

BULLETIN BOARDS: The TOWNSHIP shall permit the use of a bulletin board located in the respective fire houses by the UNION for the 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 Department. The Township

shall provide the UNION with 5 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 right of all employees covered by the terms of this Agreement to have access to their service and medical records, and within a reasonable time following a request, provide any such employee with a copy thereof, or in lieu of so providing him with a copy, permit such employee to review and copy same. The Township possesses the sole right to operate the Fire Department and all management rights reposed to the Township.

ARTICLE XXIV

SUPERIOR'S RIGHTS

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

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

ARTICLE XXV

TIME OFF FOR UNION ACTIVITY

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

ARTICLE XXVI

CONFORMITY OF TOWNSHIP CODE

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

ARTICLE XXVII

SEVERABILITY

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

ARTICLE XXVIII

UNIFORM ALLOWANCE

The Uniform Allowance for all West Orange Fire Officers shall be Five Hundred Dollars (\$500.00) per year for each year of the Agreement. This allowance shall be used for purchase and maintenance of the employee's clothing and apparel. The uniform allowance shall be paid on a pro-rated basis of One twelfth of Five Hundred Dollars (1/12 of \$500) per full month of service in a year. 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 Association agrees to guarantee unearned uniform allowance for Fire Officers who leave the job.

ARTICLE XXIX

RETENTION OF BENEFITS

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

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

ARTICLE XXX

EFFECTIVE DATE AND DURATION

This Agreement shall be effective as of the 1st day of January, 1992, and shall remain in force and effect until the 31st day of December 1994. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing 120 days prior to the anniversary date that it desires to modify and/or amend this Agreement. In the event that such notice is given negotiations shall begin not later than ninety (90) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until such time as a new successor Agreement is executed.

ARTICLE XXXI

DISCIPLINARY ACTION

Disciplinary action will only be taken for just cause and in accordance with applicable State Statutes.

ARTICLE XXXII

RELIEF AT FIRES

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

ARTICLE XXXIII

REOPENING CLAUSE

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

ARTICLE XXXIV

EMERGENCY FIRE PROTECTION ALLOWANCE

The Emergency Fire Protection Allowance for all West Orange Fire Superior Officers shall be Seven Hundred Fifty Dollars (\$750.00) per year commencing with calendar year 1991.

The Emergency Fire Protection Allowance shall be paid on a pro-rated basis of One Twelfth of Seven Hundred Fifty Dollars (1/12th of \$750.00) per full month of service in any one year. Payment will be made on or before the third pay period during the month of November of each year. Employees working partial calendar years shall receive pro-rated checks for all full months served.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or have caused these presents to be signed by their corporate officers and their corporate seals affixed hereto as of this 14th day of October 1993.

ATTEST:

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

Nancy O'Hara

Samuel A. Spina
SAMUEL A. SPINA, MAYOR

ATTEST:

SUPERIOR OFFICERS ASSOCIATION,
WEST ORANGE FIRE DEPARTMENT

Nancy O'Hara

Samuel A. Spina
PRESIDENT

APPROVED AS TO FORM BY:

Joseph G. Dooley, Jr.
JOSEPH G. DOOLEY, JR.
TOWNSHIP ATTORNEY

SCHEDULE A

4-14.1 SICK LEAVE

A. As used in this subsection, "Sick Leave" means paid leave that may be granted to each full-time classified and full-time unclassified employee who through sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position or who is quarantined by a physician because he has been exposed to a contagious disease. Part-time and full-time temporary employees are not eligible for sick leave.

B. Full-time members of the police and fire departments shall accumulate sick leave on the basis of 15 days of sick leave per year. Full-time non-uniformed employees shall accumulate sick leave on the basis of 16 days of sick leave per year. In the first year of employment, employees shall be entitled to one day of sick leave for each month of employment.

C. Sick leave can be accumulated without limit during each employee's length of service. At the time of retirement from service, the employee shall be entitled to a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him on the effective date of his retirement. The payment shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided that no such lump sum of supplemental compensation shall exceed \$12,000.00. The lump sum supplemental compensation provided herein for accumulated sick days shall in no way effect, increase, or decrease any pension or retirement benefits to such retired employees under any other statute.

A full-time employee who elects a deferred retirement benefit shall be entitled to a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him on the effective date of his retirement; provided that he is at least 55 years of age and has at least 15 years of service. The payment shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided that no such lump sum supplemental compensation provided herein for accumulated sick days shall in no way affect, increase or decrease any pension or retirement benefits to such a retired employee under any other statute.

An employee who has incurred or shall incur a break in service as a result of separation due to layoff shall be credited with sick leave accrued both before separation and after return to employment

regardless of whether such separation occurred prior to February 19, 1974. An employee incurring a break in service for any other type of separation on and after this date shall have his sick leave computed only from the date of return to employment.

In the event of an employee's death, the payment shall be made to his estate.

D. Accumulated sick leave may be used by an employee for personal sickness, illness in his immediate family, (not to exceed five working days in one calendar year, without the approval of the Business Administrator), quarantine restrictions, pregnancy, or disabling injuries. The term "immediate family" shall mean and refer to the employee's spouse, child, parent or unmarried brother or sister or any member of the immediate household.

SCHEDULE B

4-14.4 Leave of Absence as a result of Injury in the Line of Duty.

A. Upon the occurrence of a new disabling injury or illness incurred in the line of duty, any full-time employee shall upon proper written application to the Director or appointing authority in his department be granted a leave of absence with pay for a period of up to 30 days.

Such application shall be made upon a form prescribed by the township Business Administrator and shall include a medical report prepared by an examining or treating physician of the employee's choice certifying the nature and cause of the employee's injury and estimated length of disability and length of time such employee shall be unable to work due to work related injury or illness.

B. Application for extension of leave of absence with pay may thereafter be made for a period which shall not exceed 90 days. Thereafter, further applications for extensions of additional 90 day periods may be made. The total period of extensions shall not exceed one year, inclusive of the initial leave of absence of up to 30 days. Extension applications shall be submitted to the employee's director or appointing authority in his department on forms prescribed by the Business Administrator at least ten days before the public meeting of the Township Council immediately preceding the effective date of the extension. All extension applications shall be accompanied by a medical report of the examining or treating physician certifying the continuance of the disability and inability to work and the approximate or exact date by which the employee shall be able to return to work. Whenever the physician determines that the disability is permanent, he shall so state, in which event an extension shall not be granted to the employee.

The departmental director or appointing authority shall review the application and submit his recommendations to the mayor or his designee who shall review them and thereafter present his conclusion together with the entire application and findings of the departmental director or appointing authority to the Township Council. In the course of his review, the mayor or his designee may require the employee to be examined by a physician appointed by him or by the Township Physician. Upon review of the entire records, the Township Council shall, if it determines that the application presents a valid claim, by resolution grant the requested extension.

A negative recommendation by the departmental director or appointing authority and/or the mayor or his designee shall not preclude final review by the Township Council.

C. Whenever an extension is granted, the employee shall submit monthly medical reports to the township Business Administrator from his treating or examining physician describing his condition and stating his progress and estimated period of further disability.

D. Prior to the granting of a leave of absence, pursuant to this subsection, a contract shall be executed between the employee and the township by which the employee shall agree to reimburse the township for all salary paid during all such leaves of absence granted from any monies he may receive as temporary disability under Worker's Compensation Insurance benefits, or from any settlement obtained from or legal judgement obtained against the party responsible for his injury or illness.

E. Whenever any action is taken under this subsection the employee shall not be charged any sick leave time for time lost due to such work incurred injury or illness.