

ARTICLES OF AGREEMENT

THIS AGREEMENT made this 8th day of October Nineteen Hundred and Seventy-Five between the Town of WEST ORANGE, a municipality in the County of Essex, State of New Jersey, hereinafter referred to as the "TOWN" and LOCAL UNION 692, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, hereinafter referred to as the "UNION",

WHEREAS, it is the mutual interest and desire of both parties to increase the general efficiency of the employees of the Fire Department of the TOWN, and

WHEREAS, it is the mutual interest and desire of both parties to promote and maintain the existing harmonious relationship between the employees of the Fire Department of the TOWN, and

WHEREAS, it is the mutual interest and desire of both parties that the employees of the Fire Department of the TOWN be governed by the highest ideals of honor and integrity, in all their public, private and personal conduct,

NOW, THEREFORE, in consideration of the mutual premises 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:

A R T I C L E I

RECOGNITION

The TOWN recognizes the UNION as the sole and exclusive representative and agent of all paid employees of the Fire Department of the TOWN with the rank of uniformed fireman, captain, and deputy chief for the purposes of bargaining with the TOWN with respect to wages, working conditions and hours of work.

A R T I C L E I I

MEMBERSHIP

All uniformed firemen, captains and deputy chiefs 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.

Any uniformed fireman, captain or deputy chief may pay a representative fee to the UNION.

A R T I C L E I I I

CHECK-OFF

Upon the written authorization by an employee and approved by the Union President, the Town agrees to deduct from the wages of each employee covered by the terms of this agreement the sum certified as initiation fees, assessments, and once each month 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 TOWN OF WEST ORANGE or any of its authorized agents or employees. The Town 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 new employees shall serve a probationary period of three (3) months and shall have no seniority or any other rights or privileges under this Agreement until such time as he becomes a permanent employee. All employees who have worked three (3) months 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 Title 11 and the provisions of the Agreement, the statute herein referred to shall prevail.

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, for a period of not less than thirty (30) days and a copy of same mailed to the Secretary of the UNION. Any objections to the seniority list as posted shall be reported to the Fire Department within ten (10) days or it shall stand approved, subject, however, to the provisions of N.J.S.A. 40A:14-25.

A R T I C L E V I

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 and deputy chief will be maintained at all times.

All appointments and promotions shall be made pursuant to the provisions of N.J.S.A. Title 11.

A R T I C L E V I I

PERSONNEL REDUCTION

In the event the TOWN 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 the Revised General Ordinances of the Town of West Orange, 1972.

A R T I C L E V I I I

SALARIES

It is agreed that the salaries of all employees of the Fire Department covered by the terms of this agreement for the year 1975 will be increased by 6.5% of whatever that employee's salary was as of December 31st, 1974.

It is further agreed that for the year 1976 each employee's salary will be increased by adding the dollar amount reflected by the 6.5% increase given to said employee for the year 1975 to what said employee's salary is as of December 31, 1975.

All employees covered by the terms of this agreement shall be given 12 holidays annually for which they shall receive their regular pay, same to be paid bi-weekly in accordance with present practice.

A R T I C L E I X

SCHOLASTIC CREDIT COMPENSATION

All employees covered by the terms of this agreement will be given Scholastic Credit Compensation in accordance with the provisions of Town Ordinance number 314-74 adopted June 25, 1974

A R T I C L E X

OVERTIME

Compensation for overtime will be provided for the term of this Agreement in the same manner as has been the practice in the past between the parties hereto, subject to the effect and application of Federal Fair Labor Standards Act and Local Ordinances and resolutions adopted pursuant hereto.

The practice in the past above referred to is hereby described as follows: Recall to duty for overtime is paid at time and one-half. Acting time, straight time, is based on the differential in the hourly rate between the individual's base salary as

permanent, and the minimum of the salary range of the acting title.

ARTICLE XI

HOURS OF DUTY

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 9:00 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) hour 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 week applies to Staff personnel, members of the Fire Prevention Bureau, Training Officers, 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 hours.

ARTICLE XII

VACATIONS

All Uniformed Firemen, Captains and Deputy Chiefs shall
be granted

a vacation pursuant to the provisions of Section 4-13 of the Revised general Ordinances of the Town of West, Orange, 1972, subject to the following:

- A. All Deputy Chiefs will continue to select their vacations as is the present practice in the Department.
- B. Vacations for Uniformed Firemen will be two periods of fourteen consecutive days, each such period to commence after seventy-two (72) hours of off-duty.
- C. 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 (72) hours of off-duty.
- D. 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 Firemen 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 vacations, each selection to be confined to the Captains selection of his fifteen consecutive day period.
 3. After the process provided in Paragraph 2 is completed, said process will be repeated by the Captains of each tour by seniority. The

process will then 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 Firemen 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 Firemen have selected one fourteen consecutive day vacation.

5. After all Captains have selected their fifteen consecutive day vacations and each Uniformed Firemen has selected one of his fourteen consecutive day vacations, the foregoing process will be repeated with Captains selecting their sixteen consecutive day vacation and Firemen selecting their remaining fourteen consecutive day vacation.

6. The foregoing process of vacation selection has been adopted to meet the recognized equitable need for all Uniformed Firemen and Captains to select one of their vacation periods before such time as any other Uniformed Firemen and Captain has selected both of his vacation periods.

E. The vacation list shall be posted by the Director on November 1st preceding the vacation year and first vacation notices 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.

- F. It is understood that it is the express 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.

A R T I C L E X I I I

SICK LEAVE

- A. Sick leave shall be granted in accordance with the provisions of Sections 4-14.1 and 4-14.4 of the Revised General Ordinances of the Town of West Orange, 1972.
- B. 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 Town 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 Town, and in every instance where an extension is applied for, said physician must certify to the need for/continuance of said sick leave,

subject to the provisions of Section 4-14.4 of Revised General Ordinances of the Town of West Orange, 1972.

- C. In the event an injury to an employee covered by the terms of this agreement is compensable by Workmen's Compensation insurance, any payments made to any such employee while on sick leave as compensation insurance, shall be deducted from the amount to be paid the employee by the TOWN, during such time. as he is carried on the TOWN'S payroll.

A R T I C L E X I V

INSURANCE

The TOWN shall continue to provide for all medical, hospital surgical and workmen's compensation insurance, together with all other insurance presently provided for each of the employees covered by the terms of this agreement by the TOWN.

A R T I C L E X V

PERSONAL DAYS AND SENIORITY DAYS

- A. All employees covered by 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.. It is agreed that these personal days will not cause or contribute to overtime in the Department and will be in accordance with subsection 4-14.2 of the Revised General Ordinances of Town of West Orange, 1972.

- 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 years of service to the Department. It is further agreed, however, that no employee will be granted more than four(4) such seniority days in one (1) year and that seniority days will ^{not} cause or contribute to overtime in the Department. Seniority days shall be noncumulative.
- C. It is further agreed that neither personal days nor seniority days will be taken during a two (2) month period in any calendar year designated by the Director as "Peak Vacation Months" such designation to be posted no later than January 10th of each year.
- D. 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.

A R T I C L E X V I

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 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 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 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.

A R T I C L E X V I I

RELIEF AT FIRE

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.

A R T I C L E X V I I I

GRIEVANCE PROCEDURE

- A. It is hereby agreed that the Fire Department, the TOWN and/or the 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) and regulations promulgated by said commissio
- B. A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the employees covered by terms of this agreement and the TOWN involving the

interpretation and application of any provisions of this Agreement, which would not cost the TOWN any additional monies.

- C. An aggrieved employee shall present his grievance within five (5) working days of its occurrence or such grievance shall be deemed waived by the said employee.
- D. In the event of such grievance, the steps hereinafter set forth shall be as follows:
 1. The Union with or without the presence of the employee shall take up the grievance orally with his immediate superior (Captain or Acting Captain)
 2. In the event the grievance is not satisfactorily settled within three (3) calendar days the UNION with or without the employee shall reduce the grievance to writing on the approved grievance form and submit it to the Chief of the Department for adjustment within five (5) calendar days from the receipt of the written grievance.
 3. If the grievance has not been satisfactorily adjusted in Step Two, the Union shall within ten (10) calendar Days, from the receipt of the Chief's answer, notify the TOWN that the grievance be submitted to arbitration for adjustment as follows:

The arbitration proceeding shall be conducted by an arbitrator to be selected by the TOWN and the UNION within ten (10) working days after notice has been given. If the parties fail to select an arbitrator, the American Arbitration Association,

shall be requested by either party to provide a panel of five arbitrators. Both the TOWN and the UNION shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the TOWN and UNION. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Time limits in the above procedure may only be extended by mutual consent of the parties in writing.

It is understood that the Union can not file a grievance independent of any employee covered by the terms of this agreement.

If an employee withdraws his grievance after having presented same, the UNION shall terminate forthwith all grievance procedures with respect thereto.

It is understood that the UNION is acting in a representative capacity on behalf of the aggrieved employee in pursuing any grievance on behalf of such employee.

A R T I C L E X I X

SAFETY AND HEALTH

The TOWN and UNION shall cooperate fully in matters of safety, health and sanitation affecting the employees covered by the terms of this agreement. The TOWN shall furnish the following with respect to protective equipment, safety, health and sanitation:

1. Fire Helmets
2. Goggles
3. Gloves

PROTECTION EQUIPMENT: Any employee covered by the terms of this Agreement having custody of any equipment and property shall be responsible to properly care for it, keep it clean, and return it to its place of storage and shall be responsible for fire equipment. All Fire Department vehicles shall be subject to State Motor Vehicle Inspection each year.

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

MEMBERSHIP IN ASSOCIATION: All deductions made under the provisions of this ARTICLE or any other provision of this Agreement shall be remitted monthly to the Authorized Officers of the UNION who shall in turn issue a receipt for same to the TOWN of West Orange.

There shall be no discrimination or intimidation against any employee covered by the terms of this agreement, because of

the employee's membership or lack of membership in the UNION or by virtue of his holding office in the UNION. Provisions of this Agreement shall be applied to all employees covered by the terms of this agreement without discrimination.

A R T I C L E X X

LONGEVITY

Any member of the Fire Department covered by the terms of this agreement shall be paid longevity in accordance with the Ordinances of the TOWN of West Orange heretofore adopted relating to longevity; same being in accordance with provisions of Ordinance #134-68 as amended by Ordinance #234-72.

A R T I C L E X X I

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 Fireman 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 of 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. So called "Fire Patrols" in which various employees are required to walk or ride about TOWN in the absence of a fire, shall not be construed so as to come within the purview of any of the above categories. 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 regulations or any proposed changes in existing rules and 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 procedure provided for herein.

BULLETIN BOARDS: The Town 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.

All such notices will be signed by the President of the UNION or his authorized representative.

The TOWN recognizes the right of all employees covered by the terms of this agreement to have access to his service and medical records and will 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.

A R T I C L E X X I I

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 of the International Association of Fire Fighters AFL-CIO 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.

A R T I C L E X X I I I

FIRE FIGHTERS RIGHTS

Every employee covered by the terms of this agreement shall have the right to have counsel or a representative of the Local UNION or both present at any meeting called by the Chief or Director of the Department or any other official of the TOWN, 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 report disciplinary action may be taken, until said Employees are able to consult with counsel.

The 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.

A R T I C L E X X I V

STRIKE CLAUSE

The UNION agrees that they shall be no strike.

A R T I C L E X X V

CONFORMITY OF TOWN CODE

The TOWN represents that it will forthwith take the necessary steps to amend the Administrative Code of the TOWN so as to conform to the terms of this Agreement, insofar as any section of said code is inconsistent with the terms of the agreement.

A R T I C L E X X V I

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 XXVII

EFFECTIVE DATE AND DURATION

This Agreement shall be effective as of the 1st day of January, 1975 and shall remain in force and effect until the 15th day of January, 1977. 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or have caused these presents to be signed by their proper corporate officers and their corporate seals affixed hereto, this 24th day of October, 1975.

ATTEST:

Sharon J. Jell
Town Clerk

THE TOWN OF WEST ORANGE, a
Municipal Corporation in the
County of Essex, State of New Jersey

W. J. J. J.
MAYOR

ATTEST:

Paul G. Jones
Secretary Local 692

LOCAL UNION 692, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
AFL-CIO

By Harry De Leo
President Local 692