

3:0412

Office Copy

07-17

**AGREEMENT**

between

Orange Township, City of

CITY OF ORANGE TOWNSHIP, (ESSEX COUNTY, NEW JERSEY)

and

LOCAL NO. 10, FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

X April 7, 1985 through December 31, 1986

*Agreed to by*

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE .....	1
ARTICLE I                    RECOGNITION .....	1
ARTICLE II                  FMBA NEGOTIATING COMMITTEE - ITS RIGHTS AND DUTIES .....	1
ARTICLE III                 MANAGEMENT RIGHTS .....	2
ARTICLE IV                 MANPOWER .....	3
ARTICLE V                  DUES DEDUCTION .....	3
ARTICLE VI                 HOURS AND OVERTIME .....	4
ARTICLE VII                SENIORITY .....	5
ARTICLE VIII               BULLETIN BOARDS .....	5
ARTICLE IX                 LONGEVITY .....	6
ARTICLE X                  SALARIES .....	6
ARTICLE XI                 HOLIDAYS .....	6
ARTICLE XII                CLOTHING ALLOWANCE .....	7
ARTICLE XIII               INSURANCE .....	9
ARTICLE XIV                VACATIONS .....	9
ARTICLE XV                 LEAVE OF ABSENCE .....	11
ARTICLE XVI                PERSONAL DAYS .....	12
ARTICLE XVII               RESPONSIBILITIES .....	13
ARTICLE XVIII              GRIEVANCE PROCEDURE .....	13
ARTICLE XIX                MISCELLANEOUS .....	15
ARTICLE XX                 RULES AND REGULATIONS .....	16
ARTICLE XXI                SICK LEAVE .....	17
ARTICLE XXII               NON-DISCRIMINATION .....	18
ARTICLE XXIII              NO-STRIKE PLEDGE .....	19
ARTICLE XXIV               MAINTENANCE OF STANDARDS .....	19

ARTICLE XXV	SEPARABILITY AND SAVINGS .....	19
ARTICLE XXVI	FULLY-BARGAINED PROVISIONS .....	20
ARTICLE XXVII	EDUCATIONAL INCENTIVE .....	20
ARTICLE XXVIII	TERM OF AGREEMENT .....	20
SIDE-BAR AGREEMENT	.....	21
SIDE-BAR AGREEMENT	.....	22

**APPENDIX A - SALARIES**

**APPENDIX B1 - GRIEVANCE FORM**

**B2 - GRIEVANCE ANSWER FORM**

**B3 - GRIEVANCE APPEAL FORM**

## PREAMBLE

THIS AGREEMENT, effective as of the 7th day of April, 1985, by and between the CITY OF ORANGE TOWNSHIP, a municipal corporation situated in the County of Essex, State of New Jersey, hereinafter referred to as the "Township," and LOCAL NO. 10, FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, hereinafter referred to as the "FMBA" or the "Association," is designed to maintain and promote a harmonious relationship between the Township and such of its employees who are within the provisions of this Agreement, through collective negotiations, in order that more efficient and progressive public service may be rendered.

## ARTICLE I

### RECOGNITION

- A. The Township hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all firefighters of the City of Orange Township Fire Department, including firefighters in specializations, but excluding policemen, the Chief of the Department, and all other employees of the City of Orange Township.
- 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 above defined negotiating unit.

## ARTICLE II

### FMBA NEGOTIATING COMMITTEE - ITS RIGHTS AND DUTIES.

- A. Meetings between representatives of the parties shall be scheduled at mutually convenient times and may be attended by representatives of the FMBA, without loss of compensation.
- B. There shall be two (2) members of the FMBA Grievance Committee granted leave from duty with full pay for all meetings between the Township and the FMBA for the purposes of processing grievances when such meetings take place at a time during which such members are scheduled to be on duty and upon forty-eight (48) hours notice to the Chief.
- C. The President and Executive Delegate of the FMBA shall be granted leave from duty, with full pay, for all membership meetings of the State FMBA when such meetings take place at a time when such employees are scheduled to be on duty, provided that such individuals give forty-eight (48) hours notice to the Chief of the Fire Department.

- D. All duly appointed and elected Association delegates shall be granted leave from duty with full pay to attend the Association's conventions in accordance with N.J.S. 11:26C-4.
- E. The State Officer of the FMBA shall have the right to visit firehouses at all reasonable hours for union business. The Association will not abuse this right.
- F. Copies of all general orders, rules and regulations and communications affecting wages, hours, and other terms and conditions of employment for employees covered by this Agreement shall be furnished to the Association within twenty-four (24) hours of their promulgation.
- G. The FMBA No. 10 may use the Fire Department mail or message routing system and may use firehouse and Fire Department mail boxes. Such use shall be reasonable.

### ARTICLE III

#### MANAGEMENT RIGHTS

- A. Except as modified by this Agreement, 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;
  - 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions 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 of the United States.

- C. Nothing contained herein shall be construed to deny or restrict either party of its or their powers, rights, authority, duties and responsibilities under Title 40A, Municipalities and Counties, and Title 11, Civil Service, or any other national or state laws.

#### ARTICLE IV

##### MANPOWER

Without restricting the Township's maximum lawful prerogatives to determine manpower:

##### A. Acting Officers.

1. Whenever any firefighter is required to serve as an Acting Captain or man in charge, he shall receive the rate of pay of a Captain; however, he shall receive no additional compensation for that shift unless he serves in such capacity for ten (10) hours of that shift, regardless of his tour.
2. The officer in charge of each group on each tour shall appoint such Acting Captains as he shall deem to be qualified in the judgment of the Deputy Chief on duty in concurrence with the Chief.
3. Whenever a vacancy exists in the rank of Deputy Chief and such vacancy is filled during such period or any part thereof by any Captain serving as an Acting Deputy Chief or a Deputy Chief serving as an Acting Chief, such employee shall receive for such service the rate of pay of the position in which he serves in this acting capacity for that shift; however, he shall receive no additional compensation for that shift unless he serves in such capacity for ten (10) hours of that shift, regardless of his tour.

#### ARTICLE V

##### DUES DEDUCTION

- 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 123, Public Laws of 1974, N.J.S.A. 52:14-15.9e, as amended. Said monies together with records of any corrections shall be transmitted to the Association office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

- 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 change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Association and signed by the President and Secretary of the Association advising of such changed deduction.
- C. The Association will provide the necessary "Check-Off Authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Director of Finance. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Association to the Township and in reliance upon the official notification on the letterhead of the Association and signed by the President and Secretary of the Association advising of such changed deduction.

## ARTICLE VI

### HOURS AND OVERTIME

- A. The work week for all employees who perform firefighting duties shall be an average of not more than forty-two (42) hours in an eight (8) week cycle, pursuant to the present tour system.
- B. In the event an employee is required to work in excess of or in continuation of his regular tour, he shall be paid overtime in accordance with the following:
1. Less than one-half ( $\frac{1}{2}$ ) hour: no compensation;
  2. One-half ( $\frac{1}{2}$ ) to one (1) hour: straight time for all overtime worked, including the first hour;
  3. More than one (1) hour: time and one-half (1-1/2) for all overtime worked, including the first one (1) hour.
- C. In the event of a recall, each employee recalled to duty from his regularly scheduled time off shall be compensated at the rate of time and one-half (1-1/2). With respect to employees already on duty, and notwithstanding the provisions of Section B hereof, all employees working in continuation of their regular tour shall be paid at the rate of time and one-half (1-1/2) from the time at which the recalled employees begin to work.

- D. The provisions of this Article shall apply to the Fire Signal Superintendent, Assistant Fire Signal Superintendent, and the Mechanic.

## ARTICLE VII

### SENIORITY

- A. Seniority is defined to mean the accumulated length of service with the Department computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized absence for illness or injury.
- B. Loss of Seniority. Seniority and the employment relationship shall be broken and terminated if an employee:
1. quits;
  2. is discharged;
  3. is absent from work for five (5) consecutive working days without notification to and approval by the employer, unless unable to notify for physical or other reasonable excuse;
  4. fails to report for work at the termination of a leave of absence;
  5. is retired.

## ARTICLE VIII

### BULLETIN BOARDS

The Township shall permit the FMBA use of one (1) bulletin board in each firehouse for the posting of notices concerning FMBA business and activities. The bulletin boards are to be used by the Union for notices only of the following: Union meetings, Union elections, Union appointments, Union recreational and social events, Unemployment Compensation information, and other materials of non-political, non-controversial nature.

Upon written demand from the Township, the Union shall promptly remove from such bulletin boards any material which is libelous, scurrilous, or in any way detrimental to the labor-management relationship. The Township will retain ownership of the bulletin boards.



ARTICLE IX

LONGEVITY

- A. All members covered by this Agreement shall be compensated with longevity pay in accordance with the following formula:

For each of six (6) through ten (10) years of service:  
2% of base pay.

For each of eleven (11) through fifteen (15) years of service: 4% of base pay.

For each of sixteen (16) through twenty (20) years of service: 6% of base pay.

For each year of service from the twenty-first (21st) year and thereafter: 8% of base pay.

- B. Computation of years of service for the purposes of this Article shall be based on the employee's anniversary date of hire.

ARTICLE X

SALARIES

- A. Effective retroactive to April 7, 1985, all employees covered by this Agreement shall receive an across-the-board increase representing 7% of their respective December 31, 1984 base salaries.
- B. Effective January 1, 1986, all employees covered by this Agreement shall receive an across-the-board increase representing 6.5% of their respective December 31, 1985 base salaries.
- C. See attached 1985-86 salary schedule (Appendix "A").

ARTICLE XI

HOLIDAYS

- A. Each employee shall receive eleven (11) paid holidays per year at the rate of ten (10) hours per day.
- B. Holiday pay after twenty-four (24) years of service shall be included as part of base pay for pension purposes, provided this method of calculation is approved by the Police and Fire

pension Board. This method of calculation shall not be implemented until such time as it is determined that the method is in accordance with applicable New Jersey or federal statutory authority. The Association's labor attorneys may forthwith communicate with the appropriate authorities at the Pension Board in order to obtain a formal legal opinion either approving or disapproving this method of calculating base pay for pension purposes.

C. Six (6) days will be payable in the pay period covering the first week of June, and five (5) days will be payable for the first pay period in December.

D. The following shall be recognized as paid holidays under this Agreement:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

E. In the event of death, retirement, or other termination of employment, holiday pay shall be prorated as of the date of such event.

## ARTICLE XII

### CLOTHING ALLOWANCE

The Township shall issue all uniforms and equipment required by employees of the Fire Department as such becomes necessary after January 1, 1985. The uniforms and equipment shall remain the property of the Township and must be returned in good condition, subject to normal wear, in the event that any employee leaves the service of the Orange Fire Department. The equipment furnished shall be as follows:

#### Turnout Gear

1. Bunker coat with liner - JANESVILLE (New York City style).
2. Bunker pants and suspenders.
3. Boots - short and long.
4. Helmet - existing issue.
5. Gore-tex gloves with high wristlets.
6. Spanner wrench, flashlight.

#### Work Uniform

1. 3 pants - NOMEX.
2. 3 S.S. shirts - NOMEX with tabs and collar insignia holder.

3. 3 L.S. shirts - NOMEX.
4. Shoes - black leather; extended soles; 5 eyelets.
5. Belt - black garrison.
6. Tie - Black (clip on).
7. Socks - black.
8. Jacket or Coat.
9. Patches - Orange Fire Department (O.F.D.).
10. Hat - bell type with chin strap.
11. Badges - hat, breast and collar insignia.
12. Nameplates.

#### Dress Uniform

1. Trousers to meet or exceed Los Angeles Police Department specifications.
2. Brass - as specified for rank.
3. Shirts - L.S. as specified and S.S. as specified.
4. Shoes - patent leather; extended soles; 5 eyelets.

It shall be the responsibility of the employee to keep issued uniforms and equipment clean, pressed, polished and serviceable and subject to daily inspection.

Each employee shall report to work so that he is fully dressed and ready to work at his/her normal starting time.

The Township shall pay the cost of repairing uniforms and/or equipment damaged in the line of duty. However, employees shall be required to make minor repairs to maintain clothing and equipment in good working condition. No repair or replacement shall be made when such repair or replacement is necessary due to carelessness or negligent use of the uniform or equipment. Effective January 1, 1986 each employee shall receive an annual stipend of \$100.00, which shall be utilized for maintenance of the uniforms issued by the Township pursuant to this section. Effective January 1, 1987 this maintenance stipend shall be increased to \$200.00.

It is agreed that all turnout gear, as listed above, shall be issued to all employees governed by this Agreement no later than January 1, 1987. Work and dress uniforms, as listed above, shall be issued by the Township no later than July 1, 1986. It is understood and agreed that, in the event that any employee is in need of any article of turnout gear, work uniform, or dress uniform as listed above prior to the dates indicated (i.e., July 1, 1986; January 1, 1987), such item or items shall be issued to the employee by the Township. The need for such issuance of equipment prior to the dates specified above shall be established through presentation of the used equipment to the Fire Director.

## ARTICLE XIII

### INSURANCE

- A. All employees covered by this Agreement and their families shall be entitled to health and dental insurance benefits, including major medical insurance, the full payment of which shall be paid by the Township. The Township shall have the right to change health insurance and dental insurance carriers or providers, or self-fund same, so long as benefits which are substantially equivalent to those in effect as of December 1, 1984 are maintained.
- B. The Township shall pay an additional \$10,000 [formerly \$5,000] benefit to a deceased firefighter's family for death resulting from an on-the-job injury. This shall be exclusive of any compensation award proceeds.
- C. The Township agrees during the term of this Agreement to continue providing to the employees and their dependents a pre-paid dental insurance program without cost to the employees, at a level of benefits to be agreed upon by the FMBA and the Township.
- D. In the event of death, the employee's estate shall receive his earned pay, accumulated sick leave, holiday pay, personal days, unutilized vacation time, accrued seniority days, clothing allowance, time owed and any other monetary benefits prorated as of the date of death.
- E. The Township shall provide to all employees and their families covered by this Agreement a prescription drug plan with a co-payment level of Two Dollars (\$2) per prescription, which shall provide benefits equal to that afforded to all other employee groups in the Township.
- F. The Township shall provide a death benefit, to be funded by the Township, in the amount of \$4,000, effective January 1, 1986 for all employees governed by this collective bargaining agreement.

## ARTICLE XIV

### VACATIONS

#### A. Standards.

- 1. Vacations/seniority days shall be granted with pay in accordance with the following scale based on the annual salary rates.

- (a) During first year - nine (9) working days or one (1) day per month, whichever is less;
  - (b) Second through sixth year - thirteen (13) working days;
  - (c) Seventh through Eleventh year - sixteen (16) working days, consisting of fifteen (15) vacation days and one (1) seniority day;
  - (d) Twelfth through Fifteenth year - twenty (20) working days, consisting of seventeen (17) vacation days and three (3) seniority days;
  - (e) Sixteenth through Twentieth year - twenty-two (22) working days, consisting of nineteen (19) vacation days and three (3) seniority days;
  - (f) Twenty-first and Subsequent years - twenty-four (24) working days, consisting of nineteen (19) vacation days and five (5) seniority days.
- 2. The vacation period for each calendar year shall be from the first (1st) day of January to the thirty-first (31st) day of December.
  - 3. The Director or Chief shall prepare the dates of a vacation schedule for each group to be posted on January 1 of each calendar year.
  - 4. For the purpose of determining length of service under this Article, the year of hire shall be included only if the employee was hired on or before July 1 of that year.

B. Procedure Of Choosing For Officers. Vacations shall be chosen by all officers of the Department in order of seniority in the rank.

Deputy Chiefs on the line shall choose among themselves, subject to the concurrence of the Director or Chief.

Captains shall choose among themselves in that respective group, subject to the concurrence of the Director or Chief.

Not more than two (2) captains from each platoon on vacation at one time.

C. Procedure Of Choosing For Firefighters.

- 1. Seniority of firefighters in each platoon shall be the basis for determining preference of vacation weeks. Members with the same seniority shall draw for order of pick in their platoons, subject to the concurrence of the Director or Chief.

2. Members who choose a split vacation shall not pick again until all members on the same platoon have had their first pick. The order of seniority shall again govern the second pick.
3. Vacations shall begin following the regular "days off" of the employee.
4. Up to four (4) firefighters shall be permitted to schedule their vacation during the same summer period.

D. Vacation Periods.

1. Summer period from second week of May and ending during the first week of September.
2. Full vacations: Prior to the beginning of, and after the end of the summer vacation periods, vacations may be taken in their entirety.

E. Allowances In Lieu Of Vacation. Any employee of the Department covered by this Agreement who is entitled to vacation leave at the time of ordinary or disability retirement shall receive the vacation earned during the preceeding two (2) years which has not been taken. However, the employee, at his option, may elect to have such severance pay for accumulated but unused vacation time paid in the calendar year following the year of his retirement provided that such practice is allowed by Internal Revenue Service Rules and Regulations. Counsel for the Township shall forthwith inquire with the Internal Revenue Service for a formal written opinion as to whether this procedure is permissible under applicable Internal Revenue Service Rules and Regulations. In the event that an employee is entitled to vacation leave at the time of his death, his widow or his estate shall receive the earned vacation pay on the same basis as an employee who is retiring.

ARTICLE XV

LEAVE OF ABSENCE

A. Leave Without Pay.

1. Any employee may be granted, with the approval of the Director and Chief of the Department, leave without pay up to a maximum of six (6) months, provided he shall make such a request of the officer in charge at least two (2) weeks in advance of the date for which such leave is desired, except in the event of emergency, in which case only reasonable notice for such request shall be required. Requests for leave without pay shall not be unreasonably denied.

2. Leave of absence beyond a total consecutive maximum period of six (6) months may be granted only by the approval of the Township Council, by resolution, or as otherwise provided by law, which approval may not be unreasonably denied.

**B. Funeral Leave.**

1. Special leave of absence with pay up to a maximum of four (4) days shall be granted to any member of the Department in case of a death within his immediate family, but such member shall report for duty the day after the funeral if scheduled to work.
2. The term "immediate family" shall include only father, mother, father-in-law, mother-in-law, grandparents, sister, brother, sister-in-law, brother-in-law, child and foster child of an employee, and his relatives residing in his household.

- C. Requests For Time Off.** Slips for requests for time off shall be submitted on twenty-four (24) hour's notice.

**ARTICLE XVI**

**PERSONAL DAYS**

- A. Each employee covered by this Agreement shall receive three (3) personal days per year, subject to availability of manpower. Requests for personal days shall be submitted not more than three (3) weeks and not less than twenty-four (24) hours before the day requested, except in unusual or emergency circumstances. Said request must be approved or disapproved within forty-eight (48) hours of submission. Prior approval of requests may not be rescinded except in the event of a recall.
- B. Once an employee has amassed four (4) accumulated, unused personal days from previous years, these days shall then be converted into vacation days and shall be treated like all other vacation days in accordance with the vacation provisions contained in Article XIV. This provision shall be retroactive in effect and shall apply to all amassed, unused personal days accumulated prior to December 31, 1980. Personal days shall accumulate without the requirement that the employee must first request the use of personal days in accordance with Paragraph A, and then have the request denied.

ARTICLE XVII

RESPONSIBILITIES

Employees covered by this Agreement shall not be required to perform any guard school crossings.

ARTICLE XVIII

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 and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the Association.

B. Subject Matter. Only one subject matter shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific section of the Agreement alleged to have been violated and the signature of the grievant and the date.

C. Time Limitations. If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing.

D. Settlement of Grievance. Any grievance shall be considered settled at the completion of any step in the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

E. Definition. The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Association or the Township.



F. Steps Of The Grievance Procedure. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

1. An aggrieved employee shall institute action under the provisions hereof within ten (10) days of the occurrence giving rise to the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and the Deputy Chief of the Department, or his designee, for the purposes of resolving the matter. Failure to so institute action within ten (10) days shall be deemed to constitute an abandonment of the grievance. In the event of a grievance, the employee shall comply with the provisions of Article XIX, Section C of this Agreement.
2. The Deputy Chief of the Department, or his designee, shall render a decision within five (5) days after receipt of the grievance.

Step Two:

1. In the event the grievance is not settled through Step One, the same shall be reduced to writing and submitted to the Chief of the Department, or his designee, within five (5) days following the determination by the Deputy Chief of the Department.
2. The Chief of the Department, or his designee, shall render a decision in writing within five (5) days from receipt of the grievance.

Step Three:

1. In the event the grievance has not been resolved through Step Two, then within five (5) days following the determination of the Chief of the Department, the matter may be submitted to the Director of the Department.
2. The Director of the Department and/or the Business Administrator (or his designee) shall review the matter and make a determination within ten (10) days from the receipt of the grievance.

Step Four - Arbitration:

1. If the grievance is not settled through Steps One, Two and Three, either party may refer the matter to the New Jersey State Board of Mediation for arbitration within ten (10) days after the determination by the Director of

the Department and/or the Business Administrator. An Arbitrator shall be selected pursuant to the Rules of the State Board of Mediation.

2. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Director and/or the Business Administrator. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration and the Association shall pay whatever costs may have been incurred in processing the case to arbitration.
  3. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement hereto.
  4. The costs for the services of the Arbitrator and any incidental costs shall be borne equally between the Township and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
  5. The determination of the Arbitrator shall be binding upon all parties.
- G. Grievance Forms. The attached grievance forms (Appendix "B") shall be incorporated by reference in this Agreement, and shall be utilized by aggrieved employees, by the FMBA, and by the Township for the purpose of processing grievances filed pursuant to the provisions of this Article.

#### ARTICLE XIX

#### MISCELLANEOUS

- A. Employees covered by this Agreement may only be assigned to perform any duty which is related to firefighting, fire prevention, rescue, salvage, overhaul work, care and maintenance of fire-fighting equipment, and such other duties as are prescribed by the job title description under the Civil Service Act, provided such assignments do not conflict with the restrictions and duties as set forth in Article XVII. Employees may only be assigned to any duty which is related to the normal routine daily housekeeping care required to maintain the quarters in which they are employed in a safe, clean and sanitary manner. It is understood that this will not encompass construction, plumbing, electrical, carpentry, painting or masonry, other than of a minor nature.

- B. Mutual aid to other cities shall continue, subject to applicable law.
- C. The Township shall make provision for workmen's compensation coverage for all employees, whether by insurance or otherwise.
- D. The Township shall provide and maintain automobile liability insurance for all vehicles of the Fire Department and general liability insurance, and shall provide for the coverage by such policies of all employees in the unit; provided however, that nothing herein contained shall prevent the Township from providing the foregoing coverages for the contingencies stated in any manner recognized by law.
- E. For the purposes of the below-enumerated paid leave provisions of this Agreement, the term "day" shall be defined as the period of work time taken by the employee in question pursuant to the work schedule to which the employee was assigned at the time of the respective employee's use of the paid leave, as is currently the practice.
  - 1. Vacations (Article XIV).
  - 2. Personal Days (Article XVI).
  - 3. Sick Leave (Article XXI), with the exception of cash payout of terminal leave, which shall be compensated using an 8.4 hour day.

#### ARTICLE XX

#### RULES AND REGULATIONS

- A. The Township may establish and enforce reasonable and just rules and regulations in connection with its operation of the Fire Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies of new rules and regulations shall be furnished to the Association and opportunity for the discussion of the new rules and regulations shall be afforded to the Association prior to implementation thereof.
- B. The Association shall have the opportunity to grieve any new rule for thirty (30) days after its promulgation as to the reasonableness or propriety of said rule or regulation.
- C. It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall

comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the Grievance Procedure set forth in Article XVII of this Agreement.

- D. In the event that any employee or employees shall refuse to comply with a rule or regulation, the Township shall have the right to take disciplinary action in accordance with departmental regulations.

## ARTICLE XXI

### SICK LEAVE

- A. The existing policy of sick leave, including the policy set forth in departmental sick leave orders, shall be continued during the term of this Agreement. Sick time shall be charged against working days only.
- B. Terminal Leave. Upon ordinary retirement, if any employee has accumulated sick leave to his credit, said employee shall receive compensation in time off prior to retirement or, at the employee's option, payment at the rate of pay in effect at the date of retirement according to the following formula:

One through one hundred twenty-six (126) days - One (1) day's pay or one (1) day off for each day of accumulated sick leave;

One hundred twenty-seven (127) days or more - One (1) day's pay or one (1) day off for each day of accumulated sick leave to one hundred twenty-six (126) days plus twenty percent (20%) of a day's pay or twenty percent (20%) of a day off for each day of accumulated sick leave in excess of one hundred twenty-six (126) days.

For the purposes of termination leave pursuant to this Article, the term "day" shall be defined and compensated as follows:

1. Cash Payment: 8.4 hours calculated at the employee's respective hourly rate at the time of his/her retirement.
  2. Time Off Prior To Retirement: The definition of "day" set forth in Article XIX, Miscellaneous, Section E., shall apply.
- C. In accordance with the schedule provided in Paragraph B, all accumulated but unused sick leave will be paid to all

employees who retire on either a forty percent (40%) disability pension or on a sixty-six and two-thirds percent (66-2/3%) disability pension.

- D. During the month of January of each calendar year, the employer shall furnish written notification to each employee and the FMBA as to the amount of accumulated sick leave credited to each employee as of December 31 of the preceding year. Job-connected injuries and reoccurrences therefrom shall not be deducted from accumulated sick time. In the event that an employee objects to the amount of accumulated sick leave credited to his account, the FMBA may file a grievance in accordance with Article XVIII.
- E. An employee, at his option, may elect to have his severance pay, for accumulated but unused sick time, paid in the calendar year following the year of his retirement provided that such practice is allowed by Internal Revenue Service Rules and Regulations. Counsel for the Township shall forthwith inquire with the Internal Revenue Service for a formal written opinion as to whether this practice is permissible under applicable Internal Revenue Service Rules and Regulations.

#### ARTICLE XXII

#### NON-DISCRIMINATION

- A. There shall be no discrimination by the Township or the Association against an employee on account of race, color, creed, sex or national origin. Alleged violations of this provision are to be pursued through appropriate state or federal agencies and are not subject to the grievance and arbitration provisions contained in Article XVII of this Agreement.
- B. 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.

ARTICLE XXIII

NO-STRIKE PLEDGE

- A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employees from their positions, 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), work stoppage, slowdown, walkout or other job action against the Township. The Association agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement may be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article XVII.
- C. Nothing contained in the Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE XXIV

MAINTENANCE OF STANDARDS

The provisions of all written departmental policies or ordinances governing terms and conditions of employment for employees covered by this Agreement are incorporated herein by reference, and shall be maintained as such for the life of this Agreement, subject to the provisions of applicable New Jersey Statutes.

ARTICLE XXV

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 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 full force and effect.

ARTICLE XXVI

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 leading to this contract.
- B. Nothing contained herein shall be deemed to deny or restrict the employees of their rights pursuant to N.J.S.A. 34:13A-1 et seq.

ARTICLE XVII

EDUCATIONAL INCENTIVE

In recognition of the value of educational achievement by firefighters and the contribution to individual and departmental professionalism, the Township agrees to provide an educational stipend, paid annually by separate check on or about July 1 of each year, according to the following schedule:

AA degree in anything:	\$125.00
AA degree in Fire Science:	\$250.00
BA or BS degree in anything:	\$250.00
BA or BS degree in Fire Science:	\$500.00

It is understood and agreed that an officer holding more than one such degree shall receive only one stipend at the highest level for which he is qualified based on any one of the degrees attained. In addition, in order for a firefighter to be eligible for this stipend, he must have attached a grade level of "C" or better during the course of his studies for the degree in question, as listed above.

[Note: The provisions of this Article are to be implemented effective January 1, 1986.]

ARTICLE XXVIII

TERM OF AGREEMENT

- A. This Agreement shall be effective retroactive to April 7, 1985 and shall remain in full force and effect through December 31, 1986, and thereafter from year to year until a successor Agreement is negotiated.

B. Should either party wish to amend or otherwise re-negotiate the terms and conditions set forth in this Agreement, then that party shall notify the other pursuant to the time requirements set forth in the Rules and Regulations of the Public Employment Relations Commission.

ATTEST: Levy de Feo

CITY OF ORANGE TOWNSHIP  
ESSEX COUNTY, NEW JERSEY

Date: 8/19/85

By: Paul Monacelli

ATTEST:

FIREMEN'S MUTUAL BENEVOLENT  
ASSOCIATION, LOCAL NO. 10

Date: 8/19/85

By: Arminio J. Faria



SIDE-BAR AGREEMENT

In the event the Township is required by law or court decision to apply the provisions of the Fair Labor Standards Act to this bargaining unit, this contract may be reopened at the option of the Township for the limited express purpose of renegotiating in order to alleviate overtime payments caused by implementation of the Fair Labor Standards Act to the Township.

ATTEST: Selyklee Fee

CITY OF ORANGE TOWNSHIP  
ESSEX COUNTY, NEW JERSEY

Date: 8/19/85

By: Paul Monacelli

ATTEST:

FIREMEN'S MUTUAL BENEVOLENT  
ASSOCIATION, LOCAL NO. 10

Date: 8/19/85

By: Domino A. Fria

SIDE-BAR AGREEMENT

The parties to this collective bargaining agreement, the City of Orange Township and Local #10, Firemen's Mutual Benevolent Association, agree that the following will constitute a settlement between the parties of the unit clarification dispute which is currently before the New Jersey PERC, Docket CU-85-18. Upon execution of this Side-Bar Agreement, the City of Orange Township agrees that it will withdraw, without prejudice, the above-enumerated petition for unit clarification.

The parties agree that, effective January 1, 1987, the collective bargaining agreement which currently exists, consisting of Firefighters, Captains, and Deputy Chiefs, shall be divided into the following separate components:

1. All employees holding the rank of firefighter.
2. All supervisory employees, consisting of Captains, Deputy Chiefs and any other supervisory position which may be created.

These collective bargaining units shall constitute separate units for the purpose of collective bargaining and contract administration. It is expressly agreed that the employees represented within the two collective bargaining units shall retain all rights guaranteed by Sections 34:13A-1, et seq., New Jersey Statutes.

ATTEST: John DeToro

CITY OF ORANGE TOWNSHIP  
ESSEX COUNTY, NEW JERSEY

Date: 8/19/85

By: Paul M. M... ..

ATTEST:

FIREMEN'S MUTUAL BENEVOLENT  
ASSOCIATION, LOCAL NO. 10

Date: 8/19/85

By: Bonnie A. Ferio

APPENDIX "A"

SALARIES

January 1, 1984 -  
April 6, 1985

1985

1986

				[Effective April 7, 1985]			[Effective January 1, 1986]		
	<u>Annual</u>	<u>Bi-Week</u>	<u>Hourly</u>	<u>Annual</u>	<u>Bi-Week</u>	<u>Hourly</u>	<u>Annual</u>	<u>Bi-Week</u>	<u>Hourly</u>
FF 1	\$21,873	\$ 838.05	\$ 9.9768	\$23,404.11	\$ 896.71	\$10.6751	\$24,925.37	\$ 955.00	11.3690
FF 2	22,907	877.66	10.4483	25,510.49	939.10	11.1798	26,103.67	1,000.14	11.9064
FF 3	24,019	920.27	10.9556	25,700.33	984.69	11.7225	27,370.85	1,048.69	12.4844
FF 4	25,053	959.89	11.4272	26,806.71	1,027.08	12.2271	28,549.15	1,093.84	13.0219
Captain	30,144	1,154.94	13.7493	32,254.08	1,235.79	14.7118	34,350.59	1,316.12	15.6681
Deputy Chief	33,739	1,292.68	15.3891	36,100.73	1,383.17	16.4663	38,447.28	1,473.08	17.5367

GRIEVANCE APPEAL FORM

REGARDING: Grievance No. \_\_\_\_\_

NAME OF EMPLOYEE: \_\_\_\_\_

POSITION: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

1. I WISH TO APPEAL THE GRIEVANCE ANSWER SIGNED BY (see answer form)

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

THIS GRIEVANCE IS THEREFORE APPEALED TO STEP NUMBER:

\_\_\_\_ 2                      \_\_\_\_ Arbitration

\_\_\_\_ 3

\_\_\_\_ 4

2. CONTRACT PROVISION(S) ALLEGED TO HAVE BEEN VIOLATED:

3. REASON FOR APPEAL:

\_\_\_\_\_  
Employee's Signature  
Date: \_\_\_\_\_

\_\_\_\_\_  
Employee Representative's Signature  
Date: \_\_\_\_\_

Distribution:

GRIEVANCE FORM

Grievance No. \_\_\_\_\_

NAME OF EMPLOYEE: \_\_\_\_\_

POSITION: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

CONTRACT PROVISION(S) ALLEGED TO BE VIOLATED: \_\_\_\_\_

STATE IN DETAIL THE FACTS OF THE ALLEGED VIOLATION INCLUDING THE TIMES AND PLACES AND DESCRIPTION OF THE PARTICULAR INCIDENTS AND THE NAMES OF PERSONS INVOLVED:

REQUEST FOR SETTLEMENT OR CORRECTIVE ACTION DESIRED:

HAS THIS GRIEVANCE BEEN DISCUSSED WITH YOUR IMMEDIATE SUPERVISOR? \_\_\_\_\_

NAME YOUR IMMEDIATE SUPERVISOR \_\_\_\_\_ TITLE \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature  
Date: \_\_\_\_\_

\_\_\_\_\_  
Employee Representative's Signature  
Date: \_\_\_\_\_

Distribution:

GRIEVANCE ANSWER FORM  
(Supplementary Material May Be Attached)

REGARDING: Grievance No. \_\_\_\_\_

STEP NUMBER: 1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_ 4 \_\_\_\_\_

NAME OF EMPLOYEE: \_\_\_\_\_  
POSITION: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

1. FACTS AND ISSUES INVOLVED:

2. DECISION:

3. REASONS FOR DECISION: (use separate sheet if necessary)

\_\_\_\_\_  
Signature  
Position: \_\_\_\_\_  
Department: \_\_\_\_\_

Distribution: