

AGREEMENT
BETWEEN
TOWN OF KEARNY AND
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
LOCAL #18

JULY 1, 2007 through JUNE 30, 2012

FMBA 

Town 

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PREAMBLE

THIS GENERAL AGREEMENT, made and entered into as of July 1, 2007, by and between the TOWN OF KEARNY, a municipality in the County of Hudson, state of New Jersey, hereinafter referred to as the "TOWN" and the FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 18, a corporation of the State of New Jersey, hereinafter referred to as the "FMBA".

Whereas, the Town and the FMBA have agreed to the contents of the within Agreement,

NOW, THEREFORE, in consideration of these premises and the mutual agreements herein contained, the parties hereto agree as follows:

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Town



ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

1. The Town hereby recognizes the FMBA as the exclusive representative of all employees in the bargaining unit as defined in Article I, Section 2 herein, for the purpose of collective bargaining and all activities and processes relative thereto.
2. The bargaining unit shall consist of all sworn employees or members of the Fire Department of the Town of Kearny, New Jersey (now employed or hereafter employed, except the Fire Chief, Deputy Chiefs and Captains).
3. This Agreement shall govern all wages, hours, fringe benefits and other conditions of employment hereinafter set forth.
4. This Agreement shall be binding upon all parties hereto, their successors, administrators, executors and assigns.
5. This Agreement shall be effective July 1, 2007 and shall continue in effect until June 30, 2012 and thereafter unless terminated by sixty (60) days prior written notice given by either party to the other, expressly stating its intention to terminate this Agreement, in which case it shall be terminated 60 days following the receipt of such notice.
6. At least one hundred twenty (120) days and no later than ninety (90) days prior to the expiration of this Agreement, the parties hereto agree to commence negotiations for a new collective bargaining agreement in accordance with the Interest Arbitration Reform Act of 1996.

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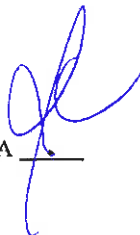


ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

1. Collective bargaining procedure as to wages, hours, fringe benefits and other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated in writing, the Town Administrator of the Town and the President of the FMBA shall be designated as bargaining agents. Additional representatives of each party may participate in a collective bargaining meeting.
2. Collective bargaining meetings shall be held at times and place mutually convenient at the request of either the Town or the FMBA.
3. The Town shall not enter into any Agreement with employees which in any way conflicts with the terms of this contract, and it shall recognize only an official representative of the FMBA as a bargaining agent.

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ARTICLE III

CONDUCTING FMBA BUSINESS ON TOWN TIME

1. The Chief of the Fire Department shall permit members of the FMBA grievance committee (not to exceed 3) and the members of the FMBA negotiating Committee (not to exceed the number of the Town negotiating committee) permission to attend meetings of said committees during the duty hours of the members without loss of pay, provided said meetings shall not diminish the effectiveness of the Fire Department or require the recall of off-duty firemen to bring the Department to its proper effectiveness subject to the provisions of Section 4 hereafter.
2. The Chief of the Fire Department shall permit the FMBA grievance committee or the FMBA negotiation committee to utilize Fire Department facilities provided the efficiency and effectiveness of the Department is not in any way diminished.
3. The employer shall grant time off without loss of pay to the President of the FMBA and the legislative delegate to the New Jersey State FMBA or their designees, to conduct FMBA business and to attend State FMBA functions which require their attendance. The employer further agrees that said officials shall be granted time off without loss of pay to attend, in an official capacity as representatives of the Kearny FMBA Local No. 18, funerals for any member of the Kearny Fire Department who dies while in active service and other firefighters who have given their lives in the line of duty. Nothing herein shall prevent the Fire Chief from allowing said time off in his discretion for attendance at funeral of retired members of the Kearny Fire Department.

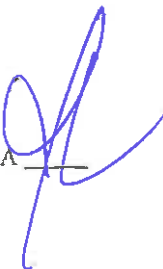
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4. For four (4) collective bargaining meetings, a maximum of three (3) employees shall be excused from their work assignments, if required, with pay. Thereafter, all employees participating in collective bargaining shall do so without pay when excused from their work assignments. The above is interpreted to mean twelve (12) man meetings may be excused from their work assignments.
5. The FMBA President and/or his authorized representatives on their off-duty hours shall be permitted access to all locations where fire department business is being conducted by employees who are members of the FMBA bargaining unit to ensure compliance with the terms of this Agreement provided such access does not unreasonably interfere with fire department operations.
6. The President of the FMBA shall have such time off, with pay, as is necessary to conduct FMBA business.
7. The FMBA president and Grievance Chairman shall be permitted to attend all PERC unfair practice conferences and hearings.

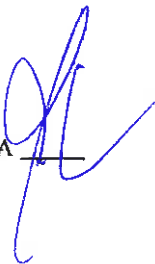


ARTICLE IV

MANAGEMENT RIGHTS

1. The Town maintains the exclusive right, to direct the work force except as such right is relinquished, modified or abridged by or is in conflict with the Agreement. This right shall include, but shall not be limited to, the right to: (a) direct the employees: (b) hire, promote, transfer and assign: (c) suspend, demote, discharge or take other disciplinary action: (d) take any action necessary in order to maintain the efficiency of the Fire Department; and determine the methods, means, manner and personnel by which services shall be rendered.
2. The right to make reasonable rules and regulations shall be considered an acknowledged function of the Town except as such right is relinquished, modified or abridged by or is in conflict with the Agreement.

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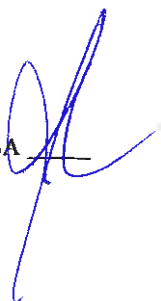


ARTICLE V

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Town or any of its agents against the employees represented by the FMBA because of membership or activity in the FMBA. The FMBA shall not intimidate or coerce employees into membership. Neither the Town nor the FMBA shall discriminate against any employee because of race, creed, color, sex or national origin.

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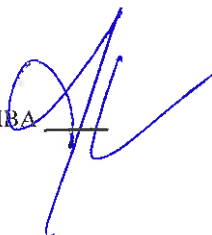


ARTICLE VI

SECURITY

1. Insofar as permitted by law, the Town agrees to deduct from the pay of all employees of the Fire Department initiation fees, dues and assessments as required by the FMBA By-Laws and other FMBA rules and regulations duly enacted. All such deductions shall be paid to the properly designated FMBA official monthly on a regular recurring basis.

2. Any permanent employee in the bargaining unit on the effective date of this agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) of the regular Union membership dues, fees and assessments and does not include any amount of dues and assessments that are expended or exceed the maximum statutory rate whichever is less: (a) for partisan, political or ideological activities or causes that are only incidentally related to terms and conditions of employment, or (b) applied toward the cost of benefits available only to members of the majority representative. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the union and the employer.

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3. The Union agrees that it will indemnify and save harmless the Town against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Town at the request of the Union under this Article.

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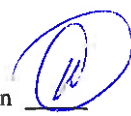
ARTICLE VII

WAGES

<u>TITLE</u>	<u>JULY 1, 2007</u>	<u>JULY 1, 2008</u>
Chief Inspector of Combustibles	\$115,526	\$119,281
Mechanic & Lineman	106,305	109,760
Inspector of Combustibles	92,122	95,116
FIREFIGHTER		
Academy	\$26,462	\$27,322
Probationary	32,813	33,879
Step 1	42,260	43,634
Step 2	57,018	58,871
Step 3	57,251	62,568
Step 4	66,046	68,192
Step 5	70,554	72,847
Step 6	72,930	75,300
Step 7	74,967	77,403
Step 8	86,095	88,893

<u>TITLE</u>	<u>JULY 1, 2009</u>	<u>JULY 1, 2010</u>
Chief Inspector of Combustibles	\$123,158	\$127,160
Mechanic & Lineman	113,327	117,010
Inspector of Combustibles	98,207	101,399
FIREFIGHTER		
Academy	\$28,210	\$29,127
Probationary	34,980	36,117
Step 1	45,052	46,516
Step 2	60,784	62,760
Step 3	64,601	66,701
Step 4	70,409	72,697
Step 5	75,214	77,659
Step 6	77,747	80,274
Step 7	79,919	82,516
Step 8	91,782	94,765

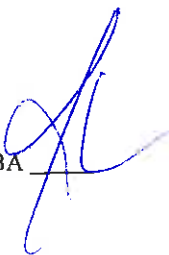
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TITLE	JULY 1, 2011
Chief Inspector of Combustibles	\$132,606
Mechanic & Lineman	122,021
Inspector of Combustibles	105,741
FIREFIGHTER	
Academy	\$30,374
Probationary	37,664
Step 1	48,508
Step 2	65,447
Step 3	69,557
Step 4	75,810
Step 5	80,985
Step 6	83,712
Step 7	86,050
Step 8	98,823

2. Wages shall be paid bi-weekly.
3. Upon promotion to a superior officer's rank, a firefighter shall be compensated at a step level that is not less than the total compensation he/she received in the lower rank, taking into account the factors of base salary, longevity and holiday pay in the Superior Officer contract.
4. A member shall remain in the Academy step for 120 day and thereafter shall move to the Probationary step
5. A member shall be in the probationary salary for 52 weeks following successful completion of the Academy. Upon successfully completing the KFD probationary period the member shall be placed in the 1st step the next pay period.
6. All step increases shall be effective July 1
7. Effective the first bi-weekly pay period in October 2011, wage payments will be made by direct deposit.

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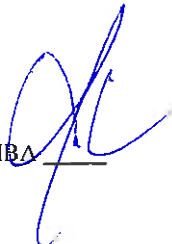


ARTICLE VIII
INSURANCE PROGRAMS

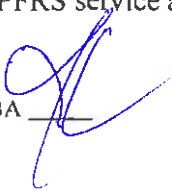
1. The Town agrees to maintain health insurance coverage through the New Jersey State Health Benefits Plan for all employees and their dependents as defined under the respective policies of insurance as those policies may be amended or modified. Effective upon contract signing and completion of an open enrollment period, the employer shall provide New Jersey Direct 15 and the available HMOs with no premium contribution by employees, but those employees electing coverage under the Direct 10 Plan shall pay the difference in cost between the Direct 10 and Direct 15 to the Town by way of payroll deduction.

The Town shall have the option to change the specific insurance provider so long as the benefits and conditions are equal to or better than those provided at the time of such change.

2. The Town further agrees to provide at no cost to all current eligible retired employees who have been prior to retirement employees covered by this Agreement health insurance coverage that is provided for active employees. Eligible employees who retire after the date of contract ratification will maintain the same health benefits during their retirement that were in effect on the effective date of their retirement. This includes the same level of contribution, if any, as it pertains to the cost difference between Direct 10 and Direct 15, in effect at the date of retirement unless there is a change of status in retirement in which event the contribution will be adjusted to reflect that change in status at the time it occurs or as will be directed by State law. It is understood by both parties that the level of benefits provided through the State Health Benefits Plan, as that Plan may be amended or modified, satisfies the requirements of Sections 1 and 2 of this article.



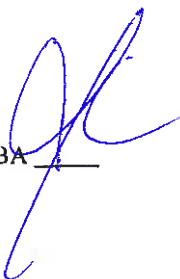
3. All active members shall be included in the town-wide Dental Plan #3090, \$2,000 annual benefit. All retired members who have been, prior to retirement, employees covered by this agreement, shall be allowed to, at the retiree's option, remain in the dental insurance program by Delta Dental at the retiree's sole expense.
4. Effective January 1, 1998, the employer shall provide for all active and retired employees, their spouses and dependents, a prescription plan to be paid by the employer subject to a co-payment of one (\$1) dollar for generic prescription and five (\$5) dollars for name brand prescriptions.
5. Life Insurance. The Town agrees to provide, at no expense to the employees, a Five Thousand (\$5,000.00) Dollar life insurance policy for all employees covered by this Agreement.
6. The Town agrees to provide to all employees who retired on or after January 1, 1988, a Five Thousand (\$5,000.00) Dollar life insurance policy. All employees who retired between January 1, 1979 and December 31, 1988 shall receive a Three Thousand (\$3,000.00) Dollar life insurance policy. All employees who retired prior to January 1, 1979 shall continue to receive a One Thousand (\$1,000.00) Dollar life insurance policy. The Town shall provide these retirees life insurance policies at no cost to the retirees.
7. Effective July 1, 2007, the spouse and dependants of any Member who dies while employed by the Employer shall receive all health benefits (medical, prescriptions and dental) enjoyed while the Member was an active employee at the Employer's expense, unless such benefits are provided at the expense of the State of New Jersey. The benefits shall continue for said Member's surviving spouse in the same manner as for a surviving spouse of a retiree and for dependants until they become emancipated. Employees who are hired on or after July 1, 2005 and who die while off-duty must have a minimum of four (4) years of New Jersey creditable PFRS service at the time of death to be eligible for this benefit.



ARTICLE IX
CLOTHING ALLOWANCE

1. The Town of Kearny will provide newly appointed members the following items: blauer jacket, turnout coat and pants, helmet, hood, stationwear and dress cap. Upon completion of the Kearny Fire Department's probationary period, a new recruit will be issued one (1) dress uniform by the Town that the member shall maintain. The Town will provide the fireman with a direct exchange program to replace worn stationwear and turnout gear. The Town will bare the full cost of any future changes. Should any part of the uniform become unserviceable, the Town shall replace such items as outlined above. The members shall not receive any monetary compensation as an allowance.

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ARTICLE X

HOLIDAYS

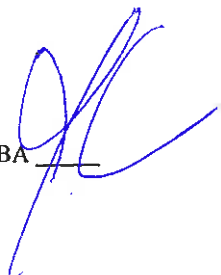
1. The parties agree that the day workers, herein defined as Chief Inspector, Inspector and Mechanic, will enjoy the following recognized holidays on the days that are observed by the Town as days off from work when those holidays fall on regularly scheduled work day for such day workers. The following recognized as paid holidays under this Agreement:

New Year's Day (Jan.1)
Martin Luther King Day (Jan 15)
Easter Sunday
Veteran's Day (Nov 11)
Election Day
Good Friday
Columbus Day (Oct 12)

July 4 (Independence Day)
Labor Day
Memorial Day (May 30)
Thanksgiving Day
Christmas Day (December 25)
Lincoln's Birthday (February 12)
Washington's Birthday (Feb 22)

2. Effective July 1, 2003 holiday pay was rolled into base pay was removed from this Agreement except for day workers as set forth above

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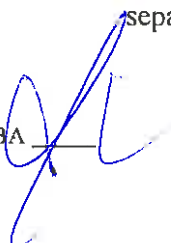
ARTICLE XI

OVERTIME

1. Call out Pay

When an employee is called to duty during his off duty time or when an on-duty employee is required to remain beyond his normal tour of duty, such employee shall be compensated for such duty performed for the Town at the time and one half rate for all hours worked beyond his regular schedule subject to the limitation of Paragraphs (a) and (b) hereafter

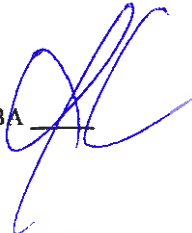
- a. In the event the employee is recalled to duty, including time for any court or investigative appearance as a result of the employment, the employee shall be entitled to a minimum of four (4) hours overtime.
- b. In the event the employee is continued on duty beyond his normal tour of duty, the employee shall be entitled to overtime compensation for a full hour for any portion of an hour at the prevailing overtime rate.
- c. All overtime shall be paid on a bi-weekly basis and the hourly overtime rate is determined by dividing the annual salary by 2080 hours.
- d. A list will be posted in each firehouse by the Chief, or his designee(s) indicating the amount of overtime worked by each employee during the previous quarter, as well as their year-to-date total. These lists will be posted four (4) times per year (during the months of January, April, July and October). Effective the first of the month following signing of this Agreement the overtime procedure will be modified to establish a rotating departmental list for distribution of overtime opportunities, except that the dispatcher positions shall continue to have a

FMBA  separate

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overtime procedure from that departmental list. The dispatcher overtime procedure that is in effect as of the 5/5/04 date of signing the Supplemental Memorandum of Agreement shall be maintained.

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ARTICLE XII
HOURS / COVERS

1. The hours of employment shall be pursuant to the provisions of an Ordinance entitled “An Ordinance establishing a Schedule of actual Duty for the Uniformed Members of the Paid Fire Department of the Town of Kearny”, adopted February 22, 1961, the amendments and supplements to date thereto, which Ordinance is made part of this Agreement as attached hereto, in which the hours of employment shall be from 8:00 a.m. to 8:00 a.m. This tour of duty is commonly known as the 24 hours on duty and 72 hours off duty. The Town shall implement the 24-hour on duty schedule on or about January 31, 2004.
2. The tours of duty as constituted by the Town results in an eight (8) week work cycle with an average workweek of forty-two (42) hours per member.
3. The Mechanic, Inspector and Chief Inspector shall work a schedule of four (4) days per week, ten (10) hours per day, with the schedule of days to be determined by the Chief.
4. Members of the oncoming tour of duty shall be allowed to relieve another member of the tour going off duty up to one (1) hour in advance of the end of the workday. FMBA members will advise the tour Captains of the earlier relief and appropriate entries will be made. The intent of early relief is to offer a convenience to the members on an occasional basis rather than on an everyday basis.
5. Probationary firemen shall not work more than forty-two (42) hours per week without compensation as per this Agreement.

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6. All employees, except those employees addressed in Section 7 below, covered by this Agreement shall be entitled to get another firefighter to “cover” (work) their shift. Members working the 24hour shift will be permitted to exchange their scheduled work shift with another employee a maximum of 360 hours per year. “Covers” will not be allowed for more than 48 hours in one month. Members working the 10 hour shift will be permitted to exchange their scheduled work shift with another employee a maximum of 150 hours per year. “Covers” will not be allowed for more than 20 hours in one month. Requests for additional covers must be in writing to the Chief of the Department who will make a determination on the request.
7. Probationary firefighters shall not be eligible for covers until forty-five (45) calendar days after completion of their fire academy training.
8. Employees may exchange duty times subject to the approval of the Chief of the Fire Department provided the efficiency of the Department is not diminished.
9. A member’s work day consists of a 24 hour shift. Whenever necessary to split the shift, it will be done so in a matter consisting of a 10 hour day (08:00 – 18:00) and a 14 hour night (18:00 – 08:00).

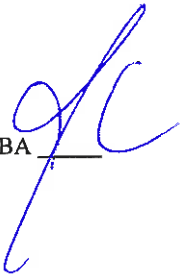


ARTICLE XIII

EDUCATION

1. The employer agrees to pay the cost of education benefits for education courses taken by employees which constitute a benefit to and which are directly related to his employment activities, subject, however, to the following limitations.
 - a. Courses taken must be at an accredited college or university.
 - b. Payment will be made to maximum of twenty-five (\$25.00) dollars per credit.
 - c. Payment for the cost of books shall not exceed Forty (\$40.00) dollars per year.
 - d. Payment shall be made in the form of reimbursement to the employee at the rate of fifty (50%) percent per year of said reimbursable costs as herein above defined.
 - e. The employer shall deduct from said reimbursable costs any federal grant in aid funds that may have been received by the employee but federal grant in aid funds shall not include veteran's benefits.
 - f. Vouchers showing receipted payment of all books and credits taken must be submitted before any payment shall be made.

2. Seminars on arson and fire prevention will be made available to the members of the Bureau of Combustibles and paid for by the Town, subject to the approval of the Chief.



ARTICLE XIV
LEAVES OF ABSENCE

1. Leaves of Absence may be granted by the Town pursuant to the provisions of N.J.S.A. 38:23-1 et seq. And 40A:9-158 for military service, sick and disability leave, and for other reasons as permitted by law. All leave including but not limited to, vacation, sick, personal and holiday shall be on a day for day basis.
2. The Chief of the Fire Department subject to the consent of the governing body may authorize special leaves of absence not to exceed six (6) calendar months in any one (1) year without pay for urgent personal business requiring the employee's attention for an extended time.
3. Bereavement Leave

(a.) The Town will permit employees bereavement leave with pay, not to exceed four (4) calendar days, commencing with the next scheduled duty date from the date of death, for the employee to attend to arrangements for funerals of spouses, children, parents, brothers or sisters, mothers-in-law or fathers-in-law, sister-in-law and brother-in-law, daughters-in-law and sons-in-law, grandparents or grandchildren, or any other member of the employee's household. In the event that it is necessary for an employee to take bereavement leave in accordance with this contract, during his vacation period, the allowable bereavement leave will be given and charged before the vacation leave is charged against the employee. The employee shall advise the Town of the number of bereavement days that he desires to be charged to him and in reduction of his allowable vacation time.

(b) When bereavement leaves occur during a vacation period, all employees will be entitled to the same leave as he would have been entitled to if he were working his normal tour

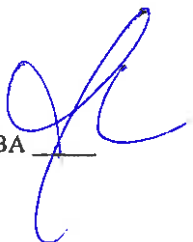
of duty. In accordance with the above, if an employee elects to take his earned bereavement days at a later date, no request shall be considered more than two (2) weeks in advance of the selected date and shall not be approved if a recall is required for that date. However, once approval has been granted, the employee shall not be denied the day off. It is the intention of both parties to have the days taken within twelve months of the bereavement leave. By notifying his tour Deputy Chief, the employee may add the earned number of bereavement days to his current vacation or he may choose to take the earned bereavement days at a later date.

4. Family Leave

Effective February 1, 2004, members working the 24 hour shift shall be granted leave without the loss of pay up to a maximum period of two (2) working days and staff members shall be granted leave without the loss of pay up to a maximum of five (5) working days in cases where a member of the employee's household is seriously ill or has given birth to a child, provided the employee has no unused vacation time remaining during the calendar year in which the illness or birth occurs, in which case the employee shall be required to utilize remaining vacation allowance first.

5. Personal Leave

Members working the 24-hour shift are entitled to one personal day per calendar year. Employees on the 24-hour shift may take the one-day as a full 24 hour shift or in increments of 10 or 14 hours and may split the one-day into two blocks that must be used between 0800 hrs – 1800 hrs for days or 1800 hrs – 0800 hrs for evenings. All other members are entitled to 2 personal days per calendar year. A Personal day will be granted with at least 8 hours notice. Personal days which are not used during the course of the calendar year will be eliminated and there will be no payment for any such unused personal days.



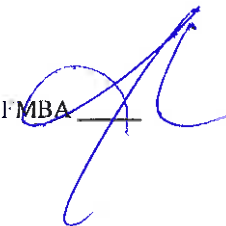
6. Terminal Leave


Each member covered by this agreement shall be entitled to and granted terminal leave. Each member may choose the following options. Members working the 24-hour shift may take 22.5 working days with pay for the purpose of early retirement or the member shall receive 1/91st of their salary for the 22.5 days. Members working the 4 days per week schedule may take 45 working days with pay for the purpose of early retirement or the member shall receive 1/208th of their salary for the 45 days. Members working the 5 days per week schedule may take 45 working days with pay for the purpose of early retirement or the member shall receive 1/260th of their salary for the 45 days.

7. Disability Leave

- (a) The Town agrees to pay employees at their regular rate of pay during periods of disability due to illness, injury or recuperation therefrom for a maximum period of one (1) year from date of such disability, provided such employee is incapable of performing his duties as a fireman and that such disability is established by a competent physician.
- (b) The Town retains the right to extend this period of payment for disability due to illness or injury beyond one (1) year at its discretion.
- (c) The Town may require at any time during the period of such extended disability, as described in Section (b) above, that the employee be examined by a physician selected and paid for by the Town for such purpose.

- (d) In the event a disagreement arises with respect to the existence or extent of the disability, such issue shall be determined by a physician agreed to by and between both of the parties to this Agreement, i.e., the Employer and the FMBA.
- (e) If at any time a doctor's certificate is requested by the Chief for any reason, the Town will pay for such certificate.
- (f) Any member of the FMBA receiving a resolution of commendation passed by the Mayor and Council shall be given one (1) day off with pay.

FMBA 

Town 

ARTICLE XV

VACATIONS

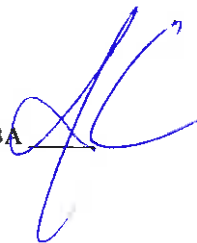
1. All employees covered by the Agreement shall receive working days vacation with pay annually following this schedule: Members working the 24 hour shift after three (3) years of service, shall receive 8 vacation days. Members working the 5/2 (8 hours) shall receive 25 days vacation. Members working the 4/3 (10 hours) shall receive 20 days vacation.
2. To the extent permitted by law, employees covered by this Agreement who work the 24 hours shift shall receive vacation leave as follows:
 - (a) During the first calendar year of service, a firefighter shall receive two (2) workdays vacation.
 - (b) During the second calendar year of service, a firefighter shall receive two (2) workdays vacation.
 - (c) During the third calendar year of service, a firefighter shall receive four (4) workdays vacation.
 - (d) After completion of the third year of service, a firefighter shall receive the full annual vacation allowance – eight (8) days.
 - (e) Each member of the FMBA working the 24-hour shift shall receive one (1) additional vacation day for every 10 years of service. All staff members shall receive one (1) additional vacation day for every 5 years of service.
3. Seniority within the group shall be the basis for determining preference of vacation days.
Vacation schedule shall be set with the approval of the Chief.

FMBA

25

Town

4. In the event that an employee is reinstated after a resignation, his time out of the Town's employ shall be deducted in computing his vacation eligibility and his seniority. An employee must work for a minimum of five (5) months consecutively upon returning from an extended voluntary leave of absence or resignation before he will be permitted to take his vacation.
5. In the event of retirement or death, the employee or his estate shall receive his earned vacation pay.
6. Payment of unused vacation time upon retirement:
 - a. Members working the 24-hour shift shall receive 1/91st of their salary for all unused vacation days.
 - b. Members working the 4 days per week schedule shall receive 1/208th of their salary for all unused vacation days.
 - c. Members working the 5 days per week schedule shall receive 1/260th of their salary for all unused vacation days.
7. Only two (2) members working the 24-hour shift are allowed on vacation per tour. When the number of firefighters exceeds sixty-nine (69), three firefighters will be allowed on vacation. Delegates authorized by Statute for convention leave are exempt from this limitation.



ARTICLE XVI

SICK LEAVE

1. (a) Sick leave is hereby defined to mean a leave of absence with pay from post or duty by an employee due to illness, injury, accident, and/or exposure to contagious disease that is not job related, or attendance upon a member of employees' immediate family being seriously ill or injured and requiring the care and attendance of such employee. See N.J.A.C. 4A:6-1.3 (g) – Sick leave may be used by employees who are unable to work because of:
1. Personal illness or injury (see N.J.A.C. 4A:6-1.21B for Federal family and medical leave);
 2. Exposure to contagious disease (see N.J.A.C. 4A:6-1.21B for Federal family and medical leave);
 3. Care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (see N.J.A.C. 4A:1-1.3 for definition of immediate family, see N.J.A.C. 4A:6-1.21A for family leave under State law and see N.J.A.C. 4A:6-1.21B for Federal family and medical leave).
- b. Subject to certain rules and regulations as set forth herein, an employee shall have up to 1 year of sick leave consistent with N.J.S.A. 40A-14-16. For purposes of record keeping and use in determining military leave entitlement, employees working the 5 day or 4 day work schedule will be charged one (1) sick day for every sick day they are out, and employees working the 24 hour shift will be charged two (2) sick days for every 24 hour shift they are out.

- c. An employee absent on sick leave shall report their intended absence at least two (2) hours prior to their shift, except where emergent circumstances prevent the employee from doing so. In those instances, the employee shall report his absence as promptly as possible.
- d. The Town may require an employee to produce a physician's certificate as proof of illness or the need for his/her attendance upon a member of their immediate family, and for sick leave taken under the following conditions:
 - 1. Leave taken the day immediately prior to or immediately after other authorized leave;
 - 2. Three (3) consecutive days of absence for non twenty-four (24) hour employees and two (2) consecutive days of absence for twenty-four (24) hour employees under the definition set down in subsection (a);
 - 3. After five (5) sick leave occurrences in a rolling twelve month period for non twenty-four (24) hour employees and four (4) sick leave occurrences for twenty-four (24) hour employees, where an occurrence is defined as a continuous leave of absence resulting from an incident or occasion which resulted in illness, injury, accident, and/or exposure to contagious disease;
 - 4. The Fire Chief, Town Administrator or designee may require an employee to be examined by a physician of the governing body's choice at its own expense to verify the fact of an employee's illness. The failure of an employee to report for such an examination may result in progressive disciplinary action;

5. Should the Town determine an employee has established patterns of abusive or excessive sick leave, the Town shall first provide an oral or written warning to the employee and, thereafter, if the pattern continues the employee may be subject to disciplinary action up to and including termination. The FMBA President or his designee shall be copied with all such warnings or disciplinary notices.

6. If said sick leave was in excess of twenty (20) calendar days, (beginning with the date of the initial sick call) the Town may require the employee to provide a physician's verification of an employee's fitness to return to full duty that must relate solely to the illness, injury, accident and/or exposure that lead to the sick leave.

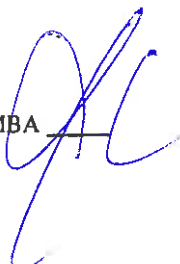
c. In the event the Town's designated physician and the employee's physician differ on the employee's ability to come back to work, the employee will return to work in a limited capacity if the injury resulted from an on-duty occurrence and the matter may be submitted to a third physician that the parties mutually select. The decision of the third physician shall be binding upon both parties. The cost of the physician shall be split

2. a. Sick Leave Verification

When an employee calls out on sick leave,

1. The employee shall be required to notify the Town, Fire Chief or designee of their place of confinement and provide a phone number where they can be reached at that location. The Employer shall be permitted to contact employees via telephone during their regularly scheduled shifts to verify

FMBA

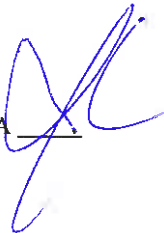


Town



their confinement which right shall be exercised reasonably. The Employer may not contact the employee during hours when the employee is not regularly scheduled to work for verification of confinement. Every employee shall be required to have an answering machine at their expense so that the Employer may call to request a return call. If the employee was unable to accept the Employer's call, he/she must return that call within three (3) hours. The Employee will also be then subject to another verification call.

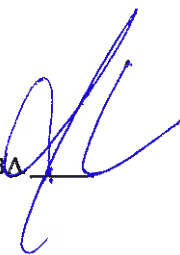
2. The Employer shall be permitted to visit the home of an employee or make additional phone calls to confirm his/her confinement during the employee's regularly scheduled hours of work, provided the Employer has an articulated suspicion (e.g. sounds like a party in the background when a call is made or the phone is not a land line) or the employee has not called back from their place of confinement within the allotted time. Should the employee not respond to the personal visit the Employer has the right to revisit the employee at any time.
3. Failure of the employee to provide the Employer with his/her place of confinement and with a valid telephone number or failure of the Employer to be able to verify that the employee is at his/her place of confinement, may result in the Town taking appropriate action which may include determining the time is unapproved leave and no sick leave payments shall be made.



3. On-The-Job Illness/Injury:

- a. Whenever employees, subject to this Agreement, are incapacitated for duty because of an illness, injury, accident, and/or exposure to contagious disease in the performance of their duty, they shall be entitled to leave of absence with pay if the prognosis of the Town physician is that the employee is likely to return to regular duty within a calendar year.
- b. Should the prognosis from the employee's physician be different from the Town's physician, the parties agree to the procedure under subsection (e) of Sick Leave. Any temporary disability insurance or workers' compensation payments shall be credited toward the full pay of the employee. No employee shall receive more than the pay they would normally receive if they were working.
- c. Should the Town implement a "light duty" or "alternate duty" policy, an employee on injured status may be required to perform a job function within this bargaining unit as defined in this contract and on their scheduled work shift, subject to the limitations established by the Town physician.
- d. Employees who becomes ill, injured, and/or exposed to contagious disease in the performance of their duty, whether slight or severe, must make a report within the scheduled hours of the working day of the injury thereof to the Fire Chief or designee. Failure to make such report will discredit the insurance claims of the employee for such injury; if, however the insurance carrier later verifies the injury, the benefits will only become effective under this contract as of the insurance company's verification date. Failure to make said report may result in disciplinary action being taken by the Fire Chief.

- e. An employee on leave under this Provision shall not engage in any other similar employment activity, either with the town or with another employer. Any employee who is found to be engaged in employment with any other employer will be subject to suspension of injury leave benefits and disciplinary action, including possible termination by the Town.

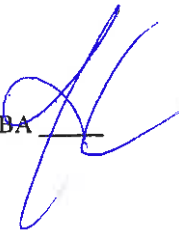


ARTICLE XVII

MILITARY LEAVE

All military leave will be in accordance with applicable New Jersey State and Federal law.

FMBA _____



Town _____

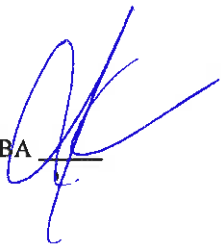


XVIII

MAINTENANCE OF STANDARDS

1. The Town agrees that all general working conditions pertaining to the physical facilities of the employment shall be maintained at not less than the highest standards in effect as of July, 1 2007.
2. No employees of the Fire Department shall be assigned to perform any duty which is unrelated to fire fighting, fire prevention, rescue, salvage, overhaul work, care and maintenance of fire fighting equipment and apparatus, or any other similarly related work or the normal daily care of the Fire Department quarters.

FMBA



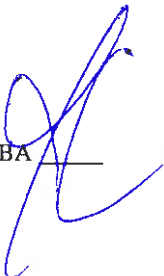
Town



ARTICLE XIX
BULLETIN BOARDS

The Town shall permit the FMBA reasonable use of all bulletin boards located in the respective firehouses for posting notices concerning FMBA business and activities, but no notices shall contain salacious, inflammatory or anonymous material

FMBA _____



Town _____

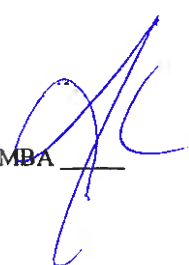


ARTICLE XX

LIABILITY INSURANCE

The Town agrees to provide liability insurance coverage in an adequate sum covering its employees and agents during the performance of their duties.

FMBA



Town

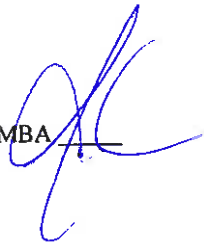


ARTICLE XXI

PENSIONS

The Town shall provide pensions and retirement benefits to employees covered by this Agreement pursuant to the provisions of the statutes and laws of the State of New Jersey (N.J.S.A. 43:16A et seq).

FMBA _____



Town _____



ARTICLE XXII
GRIEVANCE PROCEDURE

1. A. grievance is defined as any disagreement or dispute relating to the terms and provisions of this contract, between the firemen and the employer, or between the FMBA and the employer, whereas to the said terms and provisions of this contract, there has been an inequitable; improper or unjust application; interpretation or violation of the Agreement, or a policy or administration decision interpreting this Agreement, which affects them.
2. Nothing in the Agreement shall prevent an employee from discussing any problem with his superior, but there will be no formal grievance until it has been reduced to writing.
3. The following procedure is established for the presentation of grievances and shall be pursued in the order specified:
 - (a) In the first instance, the FMBA through its duly authorized representative shall attempt to settle informally, all grievances.
 - (b) If the grievance is not settled informally, then the FMBA shall submit such grievance in writing, no later than ten (10) days after the incident complained of, except in those cases where the aggrieved is physically incapacitated in which event, he or the FMBA shall initiate this complaint within ten (10) days after regaining his capacity to act, to the Chief of the fire Department and the answer to such grievance shall be made in writing with a copy to the Town attorney within five (5) days of its submission, excluding Saturdays, Sundays and holidays.

FMBA

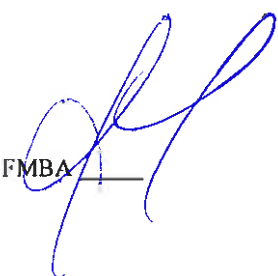


Town



- (c) If the grievance is not resolved in accordance with the procedure set forth in paragraph 2 herein, or if no answer has been received from the Chief within the time set forth therein, the FMBA shall submit the grievance to the Fire Committee or the entire Mayor and Council for the purpose of adjusting or resolving such grievances. The Fire Committee, Mayor and Council as the case may be, shall hold a hearing within fourteen (14) days, at which time all parties in interest shall have the right to be heard and shall report its findings in writing to the FMBA and employee concerned within ten (10) days of said hearing in writing. Nothing herein contained shall prohibit the informal settlement of a grievance at any stage.
- (d) If the grievance is not settled through the steps as outlined above, then the aggrieved shall have the choice of pursuing all legal remedies afforded by provisions of the N.J. State Department of Personnel, or to submit such grievance to Arbitration in accordance with Article XXII herein.

FMBA



Town



ARTICLE XXIII

ARBITRATION

1. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this Agreement, not settled by the Grievance Procedure herein provided, shall be referred to an arbitrator as hereinafter provided.
2. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following the presentation of such demand the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the dispute in the manner set forth in Rule 19:12-14, Rules and Regulations and statement of Procedure of the New Jersey Public Employment Relations Commission.
3. The decision of the arbitrator shall be in writing and shall include the reasons for each finding and conclusion, and be rendered within thirty (30) days if circumstances permit. The arbitrator shall have no right to vary or modify the terms of this Agreement.
4. The decisions of the arbitrator shall be final and binding on the FMBA and on the Town.
5. Where an employee has exercised his right to appeal as expressly granted in the NJ State Department of Personnel Rules or Statutes of New Jersey, there shall be no right to arbitration under the provisions of this Article.
6. In the event of a change in the law governing the New Jersey Public Employment relations Commission or its Rules and Regulations which would in any way affect the method of **selection of an arbitrator**, then, in the alternative, the party demanding the arbitration shall

FMBA

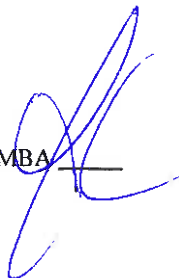


Town



request the American Arbitration Association to submit a list of nine (9) arbitrators from which the parties may make a selection of an arbitrator. If the parties fail to agree on the selection of the Arbitrator from the list, each party shall alternately strike one (1) name until but one (1) name remains and the party shall be the arbitrator of the issue or issues to be arbitrated. The cost of the arbitrator's services, if any, shall be shared by both parties and each of the parties shall bear its own costs.

FMBA



Town

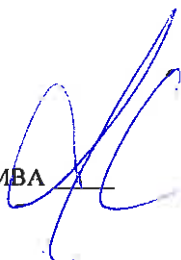


ARTICLE XXIV

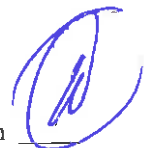
SAVINGS CLAUSE

Each and every clause of this Agreement shall be deemed separable from each and every other clause of the Agreement to the end that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses only, to the extent that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions in the remainder of any clause, sentence or paragraph, in which offending language may appear. In the event of such contract clause invalidation, both the Town and the FMBA agree to meet within ten (10) days of such determination and negotiate a valid clause reflecting the intent of the parties and to reach such Agreement concerning such valid clause within thirty (30) days. Said thirty (30) days may be extended by mutual consent of both parties.

FMBA



Town



ARTICLE XXV

WAIVERS

The waiver of any breach, term or condition of this Agreement by either party, shall not constitute a precedent in the future enforcement of all its terms and provisions.

FMBA



Town



ARTICLE XXVI

REOPENER

All minimum manpower provisions have been stricken from the within contract. It is agreed that in the event that the Courts and/or legislature of the State of New Jersey determine that minimum manpower requirements are a mandatory subject of negotiations, this contract between the Town of Kearny and the FMBA shall be reopened and further negotiated on the issue of what provisions shall be included in the contract relating to minimum manpower.

FMBA



Town



ARTICLE XXVII

MEDICAL TREATMENT

Insofar as permitted by law, the Town shall provide medical coverage to employees who are retired due to disability for their injuries arising out of and in the course of employment.

FMBA 

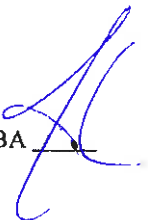
Town 

ARTICLE XXVIII

ACTING CAPACITY

1. An employee working in a capacity in a pay grade above his/hers pay grade will receive acting pay at the rate of the difference between top pay for a firefighter and minimum pay for a Captain for all hours in which the employee is assigned to 'such performance provided such designation is made by the Chief or his authorized designee.
2. An employee can only be assigned to act as Chief Inspector when he or she is responsible to complete all duties of that position for four or more days provided such designation is made by the Chief or his authorized designee.

FMBA



Town



ARTICLE XXIX

MUTUAL AID

In the event an employee is sent to work in another municipality for Mutual Aid, the employer agrees that in the event such employee is killed or injured while rendering aid to a neighboring community, or en route thereto or therefrom, such employee will be fully covered by insurance and pension, the same as if he were working in Kearny.

FMBA



Town



ARTICLE XXX

SAFETY

1. For the reason of safety, all firefighters will ride to and from alarms of fire, in-service inspections and at any times when fire apparatus is used, in the cab area of such apparatus.
2. All firehouses are to be locked when left vacant or after 11:00 p.m.

FMBA



Town



ARTICLE XXXI

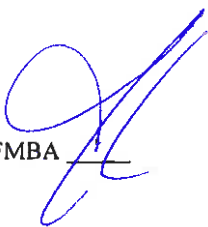
RETROACTIVITY

All agreements made herein relative to wages and other fiscal benefits, other than where dates are specifically set forth or the language of the contract is otherwise, shall be retroactive to July 1, 2007.

Retroactive pay was paid as follows:

7/1/2007 – 12/30/10 Paid on December 28, 2010

FMBA



Town



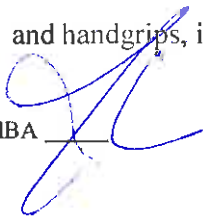
ARTICLE XXXII

POLICY DETERMINATIONS

The following have been agreed upon and will constitute policy determinations in the operations of the Fire Department for the term of the contract.

- a. Every employee who was covered by this contract, who was on sick leave, shall not be charged with vacation time. In the event his/her vacation, sick leave, worker's compensation and/or bereavement leave coincide, then he/she would be charged with sick leave, worker's compensation or bereavement leave only and later be granted his/her vacation leave, even if into the following year.
 - (1) In no event shall the employee be allowed to take sick time in place of vacation time for any illness or injury occurring while he is already on vacation.
 - (2) The provisions of (a) above as related to extension of vacation days into the following year.
- b. At the sole discretion of the Chief, FMBA members may receive payment for all carried over vacation time at straight time or, in the alternative, the ability to carry over all unused vacation days at the end of the calendar year.
- c. In-service inspections and outside drills are not to be conducted when the temperature reading is above eighty-five (85) degrees or below forty (40) degrees Fahrenheit.
- d. All firehouses will be provided with a snow blower or similar device such as a sidewalk plow.
- e. All fire engines and trucks will have protection for employees including lighting, windshield and handgrips, if feasible.

FMBA _____



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Town _____



ARTICLE XXXIII

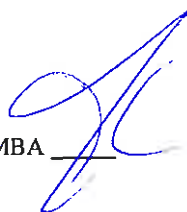
DIRECTIVES

Pursuant to the Agreement executed October 27, 1981, between the Town of Kearny and the Kearny Firemen's Mutual Benevolent Association, paragraph IX of said Agreement reads as follows:

"Effective December 31, 1981, and in future successive directives issued by the Fire Department, Items 18 and 19 (Vacation Picks and Periods) of the Interest Arbitration Award will be observed".

Said clause, as stated above, shall survive and not be merged in the within Collective Bargaining Agreement executed for the years July 1, 2007 through June 30, 2012 by and between the Town of Kearny and the Kearny FMBA and shall continue in full force and effect.

FMBA



Town



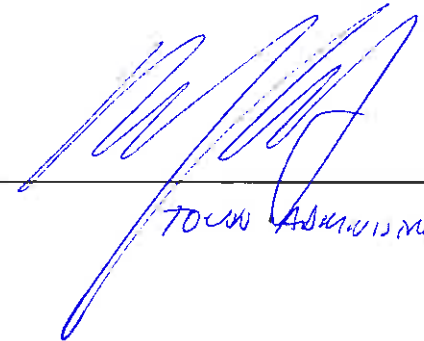
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of

July 1 2007

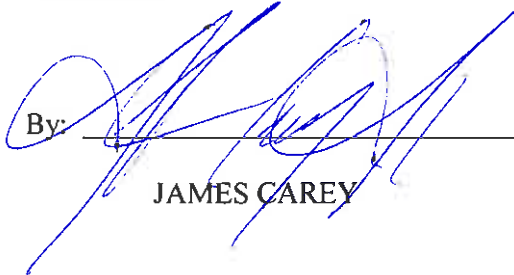
ATTEST: TOWN OF KEARNY

By: 

ALBERTO SANTOS, MAYOR

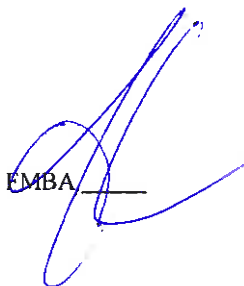
By: 
TOWN ADMINISTRATOR

ATTEST: FIREMEN'S MUTUAL BENEVOLENT ASSN., LOCAL NO. 18

By: 

JAMES CAREY

By: _____

EMBA 

Town 