

**A G R E E M E N T**  
**between**

**TOWNSHIP OF TEANECK**  
**BERGEN COUNTY, NEW JERSEY**

**and**

**THE PROFESSIONAL FIRE OFFICERS ASSOCIATION**  
**OF TEANECK**

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**JANUARY 1, 2004 THROUGH DECEMBER 31, 2008**

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## **PREAMBLE**

The Agreement entered into this                    day of                    2004, by and between the TOWNSHIP OF TEANECK, in the County of Bergen, New Jersey, hereinafter called the "Township" and the PROFESSIONAL FIRE OFFICERS ASSOCIATION OF TEANECK, FMBA, LOCAL 242 hereinafter called the "Association" represents the complete and final understanding on all bargainable issues between the Township and the Association.

## **ARTICLE I**

### **RECOGNITION**

A. In accordance with the “Certification of Representative” of the Public Employment Relations Commission dated March 23, 1972 (Docket No. R0-412), the Township recognizes the Association as the exclusive collective negotiations agent for “All Fire Officers and the Fire Signal System Superintendent employed by the Township of Teaneck, but excluding the Chief, Deputy Chiefs, Fire Signal System Repairmen, clerical, craft and professional employees, police, managerial executives and other supervisors within the meaning of the Act and all other employees of the employer.”

B. Whenever the term “Employee” or “Employees” is used herein, it shall be construed to mean those employees covered by this Agreement.

## **ARTICLE II**

### **COLLECTIVE NEGOTIATIONS PROCEDURE**

- A. Members of the Association negotiating committee shall consist of the President and one man per shift to be designated by the Association, but in no event shall the total number of individuals comprising the Association Committee exceed five (5). Those members designated may attend all collective negotiations with the Township, provided that those men on duty at the time shall be on call with the additional proviso that such absence from regular work assignments will not seriously interfere with the Township's operations. Members of the Association's Negotiating Committee on duty at the time negotiation sessions are being held shall suffer no loss of regular straight time pay for time spent on such negotiations.
- B. Collective negotiating meetings shall be held at times and places mutually convenient at the request of either the Township or the Association.
- C. The duly authorized negotiating agent of either the Township or the Association is not required to be an employee of the Township.

## **ARTICLE III**

### **MAINTENANCE OF MEMBERSHIP**

- A. All employees covered by this Agreement who are members of the Association at the time this Agreement is ratified, or who thereafter become members during the term of this Agreement, must retain their membership in the Association, at least to the extent of paying dues to the Association, for the duration of this Agreement. In case any employee, pursuant to the requirements of N.J.S.A. 52:14-15, 9e withdraws from the Association, the Township shall not be required to discharge said employee, but the Association may resort to any appropriate legal action to enforce payment of dues to it from the employee.
- B. Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the Association. Such deduction shall be made in compliance with 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.
- C. 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 new authorizations where necessary from its members showing the authorized deduction for each employee.
- D. The Association will provide the necessary "check-off authorization" form and deliver the forms, signed by each employee covered by this Agreement, to the Township Finance Officer. 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.
- E. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.
- F. The deduction shall commence for each employee who elects not to become a member of the Association on the first of the month following thirty (30) days written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission. The deduction shall commence for each employee on the first of the month following sixty 60 days of employment.
- G. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of

benefits financed through the dues available only to members of the Association, but in no event shall the fee exceed eight-five percent (85%) of the regular membership dues, fee and assessments.

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

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

J. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he/she has received equal benefits. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Association and this Agreement has been executed by the Township after it had satisfied itself that the Association is a proper majority representative.

## **ARTICLE IV**

### **CONDUCTING ASSOCIATION BUSINESS**

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

B. No Association meetings shall be held on Township time unless specifically authorized by the Township.

C. The Association will notify the Township in writing of the President or his/her alternate (but not both at the same time) to take a reasonable amount of time from his/her job to investigate grievances without loss of pay provided arrangements to be excused are made with his/her supervisor in advance and further provided that such time spent on grievances does not interfere with the operations of the department.

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

E. The Township agrees that it will permit the President and his/her Assistant or their alternates, but not more than any two (2) such representatives at any one time, to take a

reasonable amount of time from their jobs to confer with management on grievances without loss of pay, provided arrangements to be excused are made with their supervisor in advance.

F. The Executive delegate of the F.M.B.A. or the Alternate delegate as elected for the year, but not both at the same time, shall be granted leave from duty without loss of pay for all regular monthly State and Regional meetings of the F.M.B.A. when such meetings take place at a time when such delegate is scheduled to be on duty, not to exceed a maximum total of eight (8) days per year, provided that said Executive or Alternate Delegate give reasonable notice of no less than seventy-two (72) hours to the Fire Chief or his/her authorized representative. Within two (2) hours of the conclusion of said meeting, when reasonably possible, the employee shall return to work to complete the remainder of his shift if the meeting takes place on a scheduled work day.

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



## **ARTICLE V**

### **MANAGEMENT RIGHTS**

A. The Township hereby retains and reserves unto itself 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, except as limited by the terms of this Agreement and then only to the extent such terms are in conformance with the Constitution and Laws of New Jersey and of the United States.

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

## **ARTICLE VI**

### **GRIEVANCE PROCEDURE**

#### **A. PURPOSE**

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

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

#### **B. DEFINITION**

The term "grievance" 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, and shall include disciplinary actions resulting in penalties of five days or less.

#### **C. STEPS OF THE GRIEVANCE PROCEDURE**

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

#### **D. STEP ONE:**

1. An aggrieving employee shall institute action under the provisions hereof within ten (10) calendar days of the occurrence of the grievance, and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.
2. The supervisor shall render a decision within five (5) calendar days after the receipt of the grievance and such decision shall be communicated to the aggrieved employee and the Association.

STEP TWO:

1. In the event that a satisfactory settlement has not been reached, the aggrieved employee shall, in writing and signed, file his Complaint with the Fire Chief or his representative within ten (10) calendar days filing the determination by the supervisor.
2. The Fire Chief, or his representative, shall render a decision in writing to the aggrieved and the Association within ten (10) calendar days from the receipt of the Complaint.

STEP THREE:

1. In the event that the grievance has not been resolved at step two, then within ten (10) calendar days following the receipt of the determination of the Fire Chief, the matter may be submitted to the Municipal Manager.
2. The Municipal Manager shall review the matter and make a determination within ten (10) working days of the receipt of the Complaint.
3. The Resolution of any grievance through Step Three shall be binding only for the particular case.

STEP 4 - ARBITRATION:

1. Should the Union be dissatisfied with the decision of the Municipal Manager, only the Union may, within fourteen (14) calendar days of the receipt of the Municipal Manager's decision, request arbitration. The arbitrator shall be chosen in a manner in accordance with the rules of the Public Employment Relations Commission.
2. However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Municipal Manager. In the event the Association elects to pursue Department of Personnel procedures, the arbitration hearing shall be canceled and the matter withdrawn from the Public Employment Relations Commission. The Association will pay whatever costs have been incurred in processing the case to the Public Employment Relations Commission.
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 opportunity to add to, modify, detract from or alter in any way, the provisions of this Agreement or any amendment or supplement thereto.
4. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute. The jurisdiction of the arbitrator in deciding matters in dispute under the Grievance procedure shall cover all grievable matters in dispute with the exception of those matters determined by the arbitrator to be in the exclusive jurisdiction of the Civil Service Commission. Those matters determined by the arbitrator to be within the exclusive jurisdiction of the Civil Service Commission shall not be decided by the arbitrator except the determination of the jurisdiction.

5. An arbitrator is empowered to hear and decide only one issue during an arbitration case. The parties are precluded unless they mutually agree from placing more than one issue before the arbitrator.
6. The costs for the services of the arbitrator and the arbitration facilities shall be borne equally between the Township and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.
7. A subpoena of an off duty member of the Township shall be subject to the following conditions:
  - a. In the event the Township subpoenas any off duty member covered by this Agreement to testify on any given date, said member shall be considered on duty when called to testify and shall be compensated a minimum of two (2) hours overtime whether or not he appears to testify.
  - b. Any time in excess of two (2) hours shall be compensated for on a minute for minute basis. This provision shall apply as long as the subpoena is in effect.
  - c. Any member who is subpoenaed by the Township on scheduled days off shall be limited to appearing to present his testimony. The member shall not be required to perform other duties.
8. The arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.
9. The decision of the arbitrator shall be final and binding on both parties.

**ARTICLE VII**  
**BULLETIN BOARD**

Subject to prior approval of the Fire Chief, (which approval shall not be unreasonably withheld), the Township shall permit the Association reasonable use of Bulletin Boards in each Fire House for the posting of notices concerning Association business and activities and concerning matters dealing with the welfare of the employees.

## **ARTICLE VIII**

### **AVAILABLE POSITIONS**

From time to time, and when appropriate, the Fire Chief shall post a list of those positions in the Fire Department to which employees covered under this Agreement are eligible.  
A promotional list will be maintained at all times.

**ARTICLE IX**  
**TERMINAL LEAVE**

- A. Any employee who retires on a monthly pension payment from the Police and Fireman's Retirement System after completing twenty-five (25) years of service with the Township of Teaneck, shall be eligible for a terminal leave payment as heretofore calculated based on 50% of his/her accumulated sick leave time.
- B. Any employee who retires on a monthly pension payment from the Police and Fireman's Retirement System before completion of twenty-five (25) years of service with the Township of Teaneck, shall be eligible for a terminal leave payment based on the ratio of his/her number of months of service to three hundred (300) months of service applied to 50% of his/her accumulated sick leave time. However, if an employee should retire because of a job related disability and receive a monthly pension from the Police and Firemen's Retirement System, the provisions of paragraph A shall apply.
- C. In case an employee dies before retirement, the value of his/her accrued sick leave will be paid to his/her estate on the basis of the formula in paragraph A or B.
- D. All employees hired after December 1, 1978 shall be limited to a maximum of \$15,000 in terminal leave pay as heretofore calculated.

## **ARTICLE X**

### **EXCHANGE OF TOURS**

Any employees covered by the Agreement may exchange up to twenty (20) tours of duty, per calendar year, with another employee covered by this Agreement provided that both employees engaging in the exchange of tours are of the same rank and provided that advance prior approval of the proposed exchange of tours of duty is given by the Fire Chief or his/her designee acting on his/her behalf and further provided that no such exchange of tours shall be permitted when a fire emergency exists in the Township. However, in the event of a personal emergency, the Fire Chief or his/her designee may entertain and may grant a request for exchange of tours between Lieutenants and Captains.

If an employee covered by this Agreement is on extended leave, for more than thirty (30) days, than the leaves with substitutes taken during that period of time shall not be counted towards the maximum amount as provided above.



## **ARTICLE XI**

### **HOURS AND OVERTIME**

A. All employees covered by this agreement, except as provided in B. Below, are required to work an average of forty-two (42) hour per week in an eight (8) week cycle on a 24/72 shift basis as provided in Ordinance No. 3809 (adopted in accordance with the terms of this agreement) adopted by the Township Council on April 21, 2004. In time of emergency, all members of the Department are subject to call unless they are on authorized sick leave.

B. Officers assigned to the Fire Inspection Bureau shall be required to work a forty (40) hour week consisting of four (4) daily tours of ten (10) hours each as scheduled by the Fire Chief. Officers assigned to the Fire Alarm Bureau and other administrative positions may be required to work a forty (40) hour week as scheduled by the Fire Chief.

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

For regularly scheduled overtime, overtime necessitated by manpower shortages or when an employee is called in to begin his work shift one-half (½) hour earlier than the scheduled start time, overtime shall be calculated on a minute for minute basis.

Employees who are held over on a work day shall be compensated on the following basis:

1. Up to fifteen minutes - zero
2. Sixteen to thirty minutes - ½ hour
3. Over thirty minutes 1 hour
4. Over one hour - to the nearest quarter hour

D. All employees who are called back to work for an emergency after going off duty shall receive a minimum of two (2) hours overtime pay.

## **ARTICLE XII**

### **SALARIES AND COMPENSATION**

A. Base salaries for all employees represented by the Association shall be as follows:

<b>TITLE</b>					
Fire Captain					
Fire Lieutenant					

B. For the purposes of determining the longevity payment, an eligible Employee shall be eligible for a longevity increment and change in the year and on the date of their anniversary of employment with the Township. It is understood and agreed that the term “anniversary date of employment” refers to the beginning date of the Employee’s present full time employment with the Township.

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

C. Fire Officers, in each calendar year, with requisite EMT certification shall receive an annual stipend to the base salaries in the amount of \$1,200. The Township shall reimburse an employee for the cost of the recertification course upon submittal of proof of satisfactory completion of same.

The employees shall be obligated to annually provide proof of certification to the Township and immediately notify the Township if there is any change to/in their EMT status.

The Township agrees to, when manpower is available, to allow eligible employees leave with pay for the EMT recertification course.

D. Fire Officers, totaling no more than four (4) at any one time in each calendar year, assigned to the Fire Prevention Bureau with the required Fire Inspector certification shall receive an annual stipend to the base salaries in the amount of \$1,200.

E. The stipends as indicated in C above shall commence no sooner than June 1, 2004 after presentation of the necessary documentation demonstrating the requisite certification.

**ARTICLE XIII**  
**CLOTHING ALLOWANCE**

- A. The Township agrees to pay all newly promoted employees, after the successful completion of their probationary period, a one time clothing allotment of \$600 to be used for the purchase of the respective rank's Class A dress uniform.
- B. This allowance is in lieu of any other allowance for uniforms, personal equipment and work clothes with the exception of work station uniforms, boots, gloves, turnout coat and helmet, which will be purchased by the Township.
- C. The employee shall bear the cost of replacing work station uniforms, boots, gloves, turnout coat or helmet only when the loss or damage of said items is the result of the employee's willful misconduct.

## **ARTICLE XIV**

### **HOSPITALIZATION AND DENTAL**

- A. The Township agrees to furnish all employees covered under this Agreement and their eligible dependents, hospitalization, major medical and Rider J coverage with the State Health Benefits Plan of New Jersey.
- B. All employees and their eligible dependents shall receive a dental plan at Township cost.
- C. The Township reserves the right to change insurance carriers during the lifetime of this Agreement so long as equivalent benefits are provided by the new carrier.

## **ARTICLE XV**

### **LIFE INSURANCE**

- A. The Township agrees to provide a \$10,000 death benefit to all employees covered under this agreement at no cost to such employee either through a life insurance policy or a self insurance program.
- B. The Township agrees to provide a \$5,000 benefit for death in the line of duty to all employees covered under this Agreement at no cost to such employee either through a life insurance policy or a self insurance program.
- C. Nothing herein shall preclude the estate of a decedent employee from contesting the decision of the insurance company as against the insurance company only, and not against the Township in any regard, unless the Township self insures.
- D. The Township reserves the right to change insurance carriers during the lifetime of this Agreement so long as substantial similar benefits and the same policy face value are provided by the new carrier.
- E. Employees shall not be entitled to continue under the Township's life insurance plan upon retirement.

## **ARTICLE XVI**

### **HOLIDAYS**

A. All employees working the 24/72 hour week shall receive 156 hours off during each calendar year in lieu of the holidays indicated in B below. This time off shall be determined by the Fire Chief or the Officer acting in his/her behalf with due regard for the wishes of the employee and particular regard for the needs of the Fire Department.

Holidays shall be granted subject to the prior approval of the Fire Chief or his designee and shall only be taken in blocks of twenty four (24) hours (a full tour) or partial tours of ten (10) hours ( 8 AM to 6 PM) or fourteen (14) hours (6 PM to 8 AM). However, twenty four (24) hours of the total holiday time may be taken in one (1) hour increments with a maximum usage of six (6) hours designated as time due.

Holidays accumulated prior to this agreement shall be converted to hours based on the following formula: number of days divided by 2 multiplied by twenty four (24) hours equals total accumulated time. Example:  $10 \text{ days} \div 2 = 5 \times 24 = 120$  accumulated hours

Time due and holiday leave shall not be unreasonably denied.

B. All employees under this Agreement working a forty (40) hour week shall receive the following holidays:

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

For all other purposes under this Agreement and for the purposes of Paragraph A hereof the above cited days shall be designated as holidays for employees working the 24/72 schedule.

C. When a holiday listed in paragraph B falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday listed in paragraph B above falls on a Sunday, the following Monday shall be observed as the holiday.

D. Whenever the scheduled day off a staff Fire Officer falls on a holiday listed in paragraph B, he/she shall receive another day off during the same work year in lieu of that holiday, subject to the approval of Fire Chief or his/her designee.

## ARTICLE XVII

### VACATIONS

A. All Employees working the forty-two (42) hour week, 24/72 schedule shall earn vacation on a calendar year basis in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Vacation Leave</u>
To the end of the first calendar year	One/half work day per full month of service
1 year to 5 years	6 work days
6 years to 10 years	7 work days
11 years to 15 years	8 work days
16 years to 20 years	9 work days
Over 20 years	10 work days

Vacations shall be granted in accordance with the following conditions:

1. Assume an employee starts August 1, 2004. At the end of 2004 he is entitled to 2.5 work days as vacation which can be taken between January 1 and December 31, 2005. On January 1, 2006 he would be credited with 6 work days vacation based on a full years employment in 2005 which can be taken in 2006.
2. Employees who earn one-half (½) work days may utilize time due to permit a full work day off.

B. All employees under this Agreement working the forty (40) hour week shall earn a vacation on a calendar year basis in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Vacation</u>
To the end of the first calendar year	One working day per month of service
1 year to 5 years	13 working days
6 years to 10 years	15 working days
11 years to 15 years	17 working days
16 years to 20 years	19 working days
Over 20 years	21 working days

C. Vacations for employee working a forty (40) hour week shall be granted in accordance with the following conditions:

1. Assume an employee starts August 1, 1973. At the end of 1973 he/she is entitled to five (5) tours of duty or working days as vacation, which can be taken between January 1 and December 31, 1974. On January 1, 1975, he/she would be credited with twelve (12) tours of duty or thirteen (13) working days vacation based on a full years employment in 1974

which can be taken in 1975.

2. Employees under this Agreement hired prior to July 1, 1965 may take their vacation in the year in which it is earned.

D. Vacation time accumulated is forfeited if at least seven (7) days notice of intention to terminate employment is not given in writing by the employee to the appropriate department head. All or part of this requirement may be waived by the Township upon approval of the department head and the Township Manager.

E. Vacations shall be taken in the following manner:

1. Employees covered under this Agreement, who work the 24/72 schedule shall choose their vacation schedule in order of rank within each platoon on a seniority basis within rank among themselves. Insofar as possible to accommodate the reasonable needs of the Department, it is intended that each employee covered under this Agreement shall have at least two (2) cycles off during the ten (10) cycle period immediately before and including Labor Day. A cycle, for purposes of this section of paragraph E, is defined as two (2) consecutive twenty-four hour tours.

Cycles shall be picked in the manner set forth in the example below using the Second Platoon as an example for 2004:

First Cycle is        June 22 & June 26        (Tours 1 & 2 of the "summer" vacation picks)

Second Cycle is        June 30 & July 4        (Tours 3 & 4 of the "summer" vacation picks)

Third Cycle is        July 8 and July 12        (Tours 5 & 6 etc.)

Fourth Cycle is        July 16 and July 20        (Tours 7 & 8 etc.)

Fifth Cycle is        July 24 and July 28        (Tours 9 & 10 etc.)

Six Cycle is        Aug. 1 and Aug. 5        (Tours 11 & 12 etc.)

Seventh Cycle is        Aug. 9 and Aug. 13        (Tours 13 & 14 etc.)

Eighth Cycle is        Aug. 17 and Aug. 21        (Tours 15 & 16 etc.)

Ninth Cycle is        Aug. 25 and Aug. 29        (Tours 17 & 18 etc.)

Tenth Cycle is        Sept. 2 and Sept. 6        (Tours 19 & 20 etc.)

In the first round of summer vacation picks an officer can take two cycles off. After the first round of picks is completed, he may take any additional open tours.

The Fire Chief shall do all that is reasonable possible to assign officers so that a balance of senior officers within each rank shall be spread among the various platoons.

2. Employees covered under this Agreement, who are assigned to staff positions, shall choose their vacation schedule in order of rank on a seniority basis within rank among themselves. Insofar as possible to accommodate the reasonable needs of the Department, it is intended that each employee covered under this Agreement shall have at least two (2) cycles of vacation during the ten (10) cycles most closely approximating the summer months when the Teaneck Public Schools are not in session. The Fire Chief shall do all that is reasonable possible to assign officers so that a balance of senior officers within each rank shall be spread among the various platoons.



F. An employee who has returned from more than one months leave of absence without pay, or has been re-employed or reinstated, shall be considered as a new employee for the purpose of determining vacation eligibility for the balance of the year.

G. Vacation time accumulated prior to this Agreement, for employees working the 24/72 schedule, shall be converted to twenty four (24) hour work days by dividing the number of days accumulated in half and multiplying them by 24.

Example:  $20 \text{ days} \div 2 = 10 \times 24 = 240 \text{ accumulated hours}$

## ARTICLE XVIII

### SICK LEAVE

A. Sick leave is defined to mean an absence from post of duty of an employee covered by this Agreement because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's household seriously ill requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee. The immediate family is defined for purposes of this Article to be spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandmother and grandfather, or other person living as a permanent member of the employee's household.

B.

1. All full time employees covered by this Agreement, working the 24/72 schedule, may be compensated for sick leave as hereafter defined, with pay to which they are otherwise eligible, as follows:
  - a. New employees shall only receive twelve (12) hours for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and six (6) hours if they begin on the 9th through the 23rd day of the month.
  - b. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with twelve (12) hours for each month of service. Thereafter, at the beginning of each calendar year, in the anticipation of continued employment, employees shall be credited with one hundred and eighty (180) hours of sick leave.
  - c. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.
  - d. Sick days accumulated prior to this agreement shall be converted to hours based upon the following formula: number of days divided by 2 multiplied by twenty four (24) hours equals total accumulated time.  
Example:  $200 \text{ days} \div 2 = 100 \times 24 = 2400$  accumulated hours
2. All full time employees covered by this Agreement, working the forty (40) hour per week schedule, may be compensated for sick leave as hereafter defined, with pay to which they are otherwise eligible, as follows:
  - a. New employees shall only receive one (1) day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half (1/2) day if they begin on the 9th through the 23rd day of the month.
  - b. After the initial month of employment and up to the end of the first calendar year,

employees shall be credited with one (1) day for each month of service. Thereafter, at the beginning of each calendar year, in the anticipation of continued employment, employees shall be credited with fifteen (15) days of sick leave.

- c. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.

C.

1. When an employee covered by this Agreement, working the forty (40) hour per week schedule, does not report for duty for a period of greater than three (3) consecutive tours of duty, or totalling more than ten tours of duty in one calendar year because of sickness, he/she shall show proof of his/her inability to work by submitting to the Township Treasurer, upon request, a certificate, signed by a reputable physician in attendance, to the effect that the said employee was not, on the date or dates leave is requested, physically able to perform any duty connected with his/her job. In case the absence is due to a contagious disease, a certificate from the Department of Health shall be required. If requested, the employee shall submit to examination by a physician appointed by the Township to substantiate such illness at Township expense.
2. When an employee covered by this Agreement, working the 24/72 hour schedule, does not report for duty for a period of two (2) consecutive work days or totaling more than eight (8) partial tours in one calendar year because of sickness, he/she shall show proof of his/her inability to work by submitting to the Fire Chief, upon request, a certificate, signed by a reputable physician in attendance, to the effect that the said employee was not, on the date or dates sick leave was requested, physically able to perform any duty connected with his job and is able to return to work and perform any and all duties connected with his/her work. In case the absence is due to the illness of a member of the employee's immediate family, upon request, a certificate signed by a reputable physician in attendance shall be submitted to the Fire Chief. In case absence is due to a contagious disease, a certificate from the Department of Health shall be required. If requested, the employee shall submit to examination by a physician appointed by the Township to substantiate such illness at Township expense.

D.

1. When an employee, working the 24/72 schedule appears for a work day and leaves before completion of a work day because of illness the following shall apply:
  - a. Twenty-four (24) hours shall be charged for an absence of more than one-half (1/2) the hours scheduled in the work day.
  - b. Twelve (12) hours shall be charged for an absence of less than half the hours scheduled in one work day.
2. When an employee, working the forty (40) hour per week schedule appears for a work day and leaves before completion of a work day because of illness the following shall apply:
  - a. One (1) sick tour of duty shall be charged for an absence of more than one-half (1/2) the hours scheduled in the tour of duty or one-half (1/2) tour of duty for an absence of less than half the hours scheduled in the tour of duty.

E. In order to receive compensation while on sick leave, the employee shall notify the on-duty Deputy Chief at least two (2) hours before the time set for him/her to begin the scheduled tour of duty when reasonably possible. The employee shall give the person being notified the reason sick leave is being requested as to whether it is for family or personal illness. The employees shall, if possible, advise the Deputy Chief whether they will be out for a full tour or a partial tour.

An employee, working the 24/72 schedule, returning from sick leave during a work day, as a result of attendance upon a member of the employee's immediate family as defined in A-1 above, shall notify the Deputy Chief at least two (2) hours prior to 8:00 p.m. Employees shall not be eligible for recall overtime until they call off sick leave. If the Deputy Chief is not available, the notification(s) as required in this paragraph must be made to whomever is in charge of Headquarters.

F.

1. An employee, working the 24/72 schedule, may charge to his/her sick leave a maximum of two (2) work days each year for personal obligations not elsewhere provided for in this Article, provided prior approval is secured from the Fire Chief or his designee.
2. An employee, working the forty (40) hour per week schedule, may charge to his/her sick leave a maximum of three (3) work days each year for personal obligations not elsewhere provided for in this Article, provided prior approval is secured from the Fire Chief or his designee.

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

H. The Township retains the right to require, regardless of the total number of sick days, previously used, the receipt of a physician's certificate substantiating the reason for which any sick leave is requested, when sick leave misuse is suspected.

1. The employee may select to submit to an examination, at Township expense, by a physician appointed by the Township to substantiate the illness. The Township shall set the date of the examination to assure that it does not cause undue delay in the employee's return to duty; or
2. The employee may select to provide a physician's certificate from a reputable physician in attendance of his/her choice at his/her own expense.

I. Whenever a certificate of sick leave is requested by the Fire Chief or his/her designee, such certificate shall be presented to the Township within seventy-two (72) hours of the request or, upon the employee's return to work (whichever is less). Such certificate shall substantiate said illness and verify the employee's ability to return to work and perform any and all duties connected with his/her job. A facsimile transmission of the certificate shall be acceptable provided the employee submits the originally signed certificate, within seventy-two (72) hours of the employee's return to work.

J. Failure to comply with any or all of the provisions contained within this Article may result in the request for sick leave being denied for that specific absence. The employee may be carried as Leave Without Pay and may be subject to disciplinary action.

K.

1. An employee, working the 24/72 schedule who is absent without notice for two (2) consecutive work days will be subject to dismissal in accordance with Department of Personnel Rules and Regulations.
2. An employee, working the forty (40) hour per week schedule who is absent without notice for five consecutive work days will be subject to dismissal in accordance with Department of Personnel Rules and Regulations.

**ARTICLE XIX**  
**INJURED ON DUTY**

- A. When an employee is disabled and unable to work because of an injury or illness arising out of the course of his/her employment, he/she shall be granted an injury leave with full pay for a period up to thirty (30) calendar days, provided such employee:
1. Presents evidence that he/she is unable to work in the form of a certificate from a reputable physician forwarded to the Township Treasurer (within forty-eight hours of the injury or illness).
  2. Submits upon request to examination by a physician appointed by the Township.
- B. If an absence is necessitated after a break of time and the absence is a result of the same on the job injury, the absence will be considered an on the job injury, provided the employee furnishes a medical certificate from his/her personal physician and further provided that such absence is approved by the insurance carrier.
- C. The Township Council may extend an injury leave with pay up to a maximum of one year upon the written recommendation of a physician appointed by the Township.
- D. All injury leaves shall terminate when the physician appointed by the Township reports in writing that the employee is fit for duty.
- E. The portion of salary paid in accordance with Paragraph A above as temporary disability payments made in lieu of salary as Worker's Compensation Insurance from any source which the Township provides, or is statutorily provided to an employee while on injury leave shall be recorded as non-taxable during each period he/she is carried on the Township's payroll.

## **ARTICLE XX**

### **FUNERAL LEAVE**

- A. All employees covered by this Agreement shall receive up to three (3) calendar days for death in the immediate family from the date of death up to and including the day of the funeral.
- B. Immediate family is defined for purposes of this Article to be spouse, children, mother, father, brother, sister, mother-in-law, or father-in-law of the employee, or those of his/her spouse who are living as permanent members of the employee's household.
- C. Any extension of absence under this Article, however, may be charged against accumulated sick days or be taken without pay for a reasonable period, provided that the Chief, or his/her designated representative, grants approval therefor. Each case shall be on its own merits without establishing a precedent.
- D. All employees covered by this Agreement working the 24/72 schedule shall receive one (1) day within seven (7) calendar days from the day of death up to and including the day of the funeral. With the permission of the Chief, this one (1) day may be used within fourteen (14) calendar days from the day of the death up to and including the day of the funeral.

## **ARTICLE XXI**

### **MILITARY LEAVE**

Any employee covered under this Agreement who is a member of the National Guard or Naval Militia of this State or of the Military or Naval Forces of the United States required to undergo Annual Active Duty Training therein, shall be entitled to such additional leave as is provided for by State Law. This article shall not apply to weekend training.



**ARTICLE XXII**  
**RULES AND REGULATIONS**

- A. The Township will discuss with the Association proposed new rules or modifications of the existing rules governing the working conditions before they are established.
- B. Copies of all general orders shall be sent to the Association immediately on promulgation.

## **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 in its behalf will cause, authorize, or support, nor will any of its members take part in any strike, slowdown, walkout or other job action against the Township. The Association agrees that such action would constitute a material breach of this Agreement.
- B. A strike for the purposes of this article shall be defined as the concerted failure to report for duty or willful absence of employees from their position or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employees' duties of employment.
- C. In the event of a strike, slowdown, walkout or other job action as above defined, it is covenanted and agreed that participation in any such activity by an Association member shall entitle the Township to terminate employment of such employee or employees subject, however, to the application of the Department of Personnel Law.
- D. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, slowdown, walkout or other job action against the Township.
- E. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek 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**

### **NON-DISCRIMINATION**

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

**ARTICLE XXV**  
**CIVIL LIABILITY**

The Township will provide liability insurance coverage for medical acts performed in the line of duty.

## **ARTICLE XXVI**

### **CEREMONIAL ACTIVITIES**

- A. In the event a fire officer/fire fighter in another department in the State of New Jersey is killed in the line of duty, the Township will permit at least one off duty uniformed fire officer of the Township to participate in funeral services for the said deceased officer.
- B. Subject to the approval of the Fire Chief of his/her designee, the Township will permit a Township fire vehicle to be utilized by the members in the funeral service.

## **ARTICLE XXVII**

### **SEPARABILITY AND SAVINGS**

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

## **ARTICLE XXVIII**

### **FULLY BARGAINED PROVISIONS**

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. Subject to law, during the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

The parties agree that the prior practice involving meal relief is hereby abolished.

## **ARTICLE XXIX**

### **OFF-DUTY ACTION**

The Township agrees that if an employee covered by this Agreement comes upon a fire emergency on his time off while in the State of New Jersey and takes action which would have been taken if on duty, such action shall be considered proper Fire Department action, and the employee shall have all of the rights and benefits concerning such action as if he were on active duty. This clause shall not apply to actions taken as a member of a volunteer firefighter force or in the course of other employment.



**ARTICLE XXX**  
**DEPARTMENTAL INVESTIGATIONS**

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the Fire Department shall be at a reasonable hour, preferably when the member of the Fire Department is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogations shall take place at a location designated by the Fire Chief. Usually it will be at Fire Headquarters or the location where the incident allegedly occurred.
3. The member of the Fire Department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the Fire Department is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
5. The member of the Fire Department shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
6. At every stage of the proceedings, the Fire Department shall afford an opportunity for a member of the Fire Department, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the Fire Department, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, or more than two (2) hours for consultation with his attorney. However, this paragraph shall not apply to routine day-to-day investigations.
7. In cases other than departmental investigations, if an employee is under arrest or if he is suspect or the target of a criminal investigation, he shall be given his right pursuant to the current decisions of the United States Supreme Court.
8. Nothing herein shall be construed to deprive the Fire Department or its Officers of the ability to conduct the routine and daily operations of the Fire Department.

## **ARTICLE XXXI**

### **COMMUNICATIONS**

Every on-duty line Fire Officer shall be equipped with a portable radio transceiver capable of providing two way communications.

**ARTICLE XXXII**  
**COLLEGE CREDIT PAY**

- A. All eligible Employees covered by this Agreement shall receive, in addition to their annual salary, the sum of Seventeen (\$17.00) Dollars per annum for each credit hour computed for which credit is given toward a Masters Degree, Baccalaureate Degree or Associate Degree in Fire Science provided, that the eligible Employee shall attend such institution on off duty time and at his/her own expense. A grade of at least satisfactory i.e. “C”, or a “Pass” in a Pass/Fail course, shall be required for each course for which credit is given. The employee is responsible to provide certified original copies of all transcripts verifying the Degree and the grades obtained.
- B. The maximum number of credits for which an Employee shall receive such remuneration shall not exceed a total of one hundred fifty (150).
- C. The eligible Employee must receive prior written approval from the Municipal Manager for the course of study for which they intend to seek college credit payment. The employee must also provide certification from the institution that said course is part of the course of study for the approved degree program.
- D. Such additional remuneration shall be implemented as of January 1 and July 1st of each year upon presentation, to the Municipal Manager or his/her authorized representative, of the certification from the institution attended by the Employee setting forth the number of credit hours completed or the conferring of a Master’s, Baccalaureate or Associate Degree in Fire Science.

For example, the employee is currently receiving payment for 10 college credits as of December 31, 2004. During the winter semester of 2005 they complete an additional 3 college credits. Payment for the additional 3 college credits would be made effective July 1, 2005 provided they have submitted the necessary documentation as provided for herein, for a total payment for 13 college credits. During the fall semester of 2005 they complete an additional 4 college credits. Payment for the additional 4 college credits would be effective as of January 1, 2006 for a total of 17.

- D. Other college programs in order to be eligible for additional compensation must first be authorized by the Municipal Manager. The Municipal Manager may, in his/her discretion authorize other related programs as eligible for additional compensation.

## **ARTICLE XXXIII**

### **TERMS AND RENEWAL**

This Agreement shall be in full force and effect as of January 1, 2004 and shall remain in effect to and including December 31, 2008 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

The implementation of the 24/72 schedule shall commence on June 1, 2004 or as soon thereafter as practical.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals at Teaneck, New Jersey of this        day of    2004.

**PROFESSIONAL FIRE OFFICERS  
ASSOCIATION OF TEANECK**

**TOWNSHIP OF TEANECK  
BERGEN COUNTY, NEW JERSEY**

By:

By:

\_\_\_\_\_

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
MUNICIPAL MANAGER

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

<sup>1</sup> 1. For the purpose of this Article a partial tour shall mean 8 a.m. to 8 p.m. and 8 p.m. to 8 a.m.