

A

CONTRACT

BETWEEN

The

RIDGEWOOD FIRE OFFICER'S
ASSOCIATION

And The

VILLAGE OF RIDGEWOOD

From

January 1, 2023 – December 31, 2026

PREAMBLE

THIS AGREEMENT, made this 0th day of November 2023, by and between the VILLAGE OF RIDGEWOOD, a body politic and corporate of the State of New Jersey, hereinafter referred to as the "Employer" or "Village" and the RIDGEWOOD FIRE OFFICERS ASSOCIATION, hereinafter referred to as the "FOA" or "ASSOCIATION".

WHEREAS, the Employer and the ASSOCIATION recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties.

NOW, THEREFORE, it is agreed as follows:

SECTION 1. EXISTING LAW

1.01 The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of state or federal laws.

SECTION 2. ASSOCIATION RECOGNITION

- 2.01 The Village hereby recognizes the FOA as the exclusive collective negotiations agent for all full time uniformed fire officers employed by the Village of Ridgewood, but excluding the fire inspector of combustibles, all firefighters, repairmen, clerical, craft and professional employees, police, managerial executives and supervisors within the meaning of the New Jersey Employer-Employee Relations Act and all other employees of the Employer.
- 2.02 No employee shall be compelled to join the Association, but may do so at his/her option.
- 2.03 The term "Employee" as used herein shall be defined to include the plural as well as the singular and to include females as well as males.

SECTION 3. EMPLOYEE'S BASIC RIGHTS

- 3.01 Pursuant to Chapter 303, Public Laws, 1968, the Employer hereby agrees that every employee shall have the right to freely organize, join and support the FOA for the purpose of engaging in collective negotiations. As a body exercising governmental power under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any right conferred by Chapter 303, Public Laws, 1968, or other laws of New Jersey or the Constitution of New Jersey and of the United States.
- 3.02 The Employer further agrees that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the FOA, his/her participation in any activities of the FOA, collective negotiations with the Employer, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the statutes of the State of New Jersey.

SECTION 4. MANAGEMENT RIGHTS

- 4.01 The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of New Jersey and the United States.

SECTION 5. ASSOCIATION REPRESENTATIVES

- 5.01 The Employer recognizes the right of the Association to designate representatives and alternates for the enforcement of this Agreement.
- 5.02 The Association shall furnish the Employer in writing the names of the representatives and the alternates and notify the Employer of any changes.
- 5.03 The authority of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed the following duties and activities:
- A) The investigation and presentation of grievance in accordance with the provisions of the collective bargaining Agreement.

- B) The transmission of such message and information, which shall originate with, and are authorized by the Association or its officers.

5.04 With the permission of the Director/Chief of the Department, which permission shall not be unreasonably withheld and provided there shall be thereby no interference with the normal operations of the departmental business, the designated Association representatives shall be granted time with pay during working hours to investigate and seek to settle grievances and to attend all meetings and conferences on collective negotiations with Employer officials.

SECTION 6. RIGHTS OF EMPLOYEES

- 6.01 Members of the Association hold a unique status as public employees in that the nature of their employment involves the exercise of a portion of the Fire Department power of the municipality.
- 6.02 The security of the community depends to a great extent on the manner in which fire officers perform their duty, and their employment is thus in the nature of a public trust.
- 6.03 The wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public.
- 6.04 Out of these contacts may come questions concerning the actions of the members of the Association.
- 6.05 These questions may require investigation by superior officers designated by the Director/Chief of the Fire Department and the Village Manager.
- 6.06 In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:
 - A) The interrogation of a member of the Association shall be at a reasonable hour, preferably when the member of the Association is on duty, unless the exigencies of the investigation dictate otherwise.
 - B) The interrogations shall take place at a location designated by the Director/Chief of the Fire Department.
 - C) The member of the Association shall be informed of the nature of the investigation before any interrogation commences including the name of the complainant. Sufficient information to reasonably apprise the member of the allegations should be

provided. If it is known that the member of the Association is being interrogated as a witness only, he should be so informed at the initial contact.

- D) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.
- E) The member of the Association 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 nor shall any threat or promise be made to induce silence. Where the Employer elects to record the interrogation, then the Employee shall be entitled to transcribe the recording at his/her own expense or to a copy of a transcription when done by the employer. Where the Employee elects to record the interrogation, he shall provide the Employer with a transcription thereof free of charge.
- F) At the sole expense of the FOA and not to unreasonably delay the investigative procedure, the complete interrogation of the member of the Association shall be recorded mechanically or by a Department stenographer. There will be no "off the record" questions. All recesses called during the questioning shall be recorded.
- G) If a member of the Association is under arrest or is likely to be, that is, if the employee is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decisions of the United States Supreme Court.
- H) In all cases, and at every state of the proceedings, in the interest of maintaining the usual high morale of the Association, the Department shall afford an opportunity for a member of the Association, if the employee so requests, to consult with counsel and/or his/her Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the Association. Said consultation shall not delay the interrogation beyond one (1) hour for consultation with the Association representative, nor more than two (2) hours for consultation with his/her attorney.
- I) Nothing herein shall be construed to deprive the Department or its Director/Chief of the ability to conduct the operations of the Department and nothing in the foregoing to the contrary shall be construed to excuse or delay the prompt execution and delivery of departmental routine reports.

SECTION 7. NO STRIKE PLEDGE

7.01 FMBA covenants and agrees that during the term of this Agreement neither the FOA nor any person acting on its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part, from

the full, faithful and proper performance of the employee's duties of employment) work stoppage, slowdown, walkout or other job action against the Employer.

7.02 In the event of a strike, work stoppage, job action, slow down or walkout, it is covenanted and agreed that participation in any such activity by the FOA member shall entitle the Employer to take appropriate disciplinary action, including but not limited to, discharge in accordance with applicable law.

SECTION 8. SALARIES

8.01 During the term of this Agreement, the following wage increases shall be applied across the board to each rank, step and position covered by the two (2) bargaining units:

Effective January 1, 2023	--	3.00%
Effective January 1, 2024	--	2.75%
Effective January 1, 2025	--	2.75%
Effective January 1, 2026	--	2.50%

8.02 The base annual salary for the period covered by this Agreement shall be deemed retroactive to January 1, 2023, and other economic items except as otherwise noted in specific sections of this Agreement be deemed to be retroactive to January 1, 2023, and any monies due employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

8.03 All members are entitled to one (1) personal day. Said personal day is to be taken under the rules incorporated for Compensation Days excluding the banking of such day.

SECTION 9. WORK DAY, WORK WEEK AND OVERTIME

9.01 All work in excess of the employee's basic work schedule or tour of duty for a day shall be considered overtime and shall be paid at the rate of time and one-half (1 ½). There shall be no offset and overtime shall be paid from the end of the scheduled tour of duty where an employee is held over.

9.02 All employees may be required to work a reasonable amount of overtime.

9.03 All overtime payments due employees shall be paid in the pay period immediately subsequent to the pay period during which said overtime was worked, without the necessity of the employee submitting a voucher for same.

SECTION 10. OVERTIME RATES

10.01 To compute the base hourly rate of an employee for overtime or other purposes, the employee's yearly based salary and his/her longevity payment shall be added together and then divided by 2,080 hours.

SECTION 11. SCHEDULED COMPENSATION DAYS

11.01 The Village has elected a 27-day work cycle pursuant to 7(k) of the Fair Labor Standards Act (the "Act"). Accordingly, hours worked in excess of 204 in a work cycle are considered overtime. In recognition of the fact that the current work schedule (9 shifts of 24 hours in a 27 day work cycle) may require employees to work up to 216 hours in each 27-day work cycle, employees shall receive sixteen (16) compensation days. The parties understand and expressly agree that these compensation days are granted in lieu of cash overtime payments.

11.02 The following rules as to scheduled compensation days shall apply.

- A) One (1) scheduled compensation day shall be defined as a single twenty-four (24) hour tour of duty.
- B) The Employer shall allow Employee's use of their compensation days within a reasonable period of time after a request is submitted. Except if an employee has an emergency, compensation days may be taken only on twenty-four (24) hours notice to the Director or his/her designee, so as to prevent undue disruption of the Employer's operation. Only one (1) officer shall be permitted to be on a compensation day on any given day.
- C) No reason or excuse shall be required for the taking of a scheduled compensation day except where the twenty-four (24) hour notice requirement is sought to be waived.
- D) Once approved, the Employer shall not disallow an approved compensation day except upon general mobilization of the Fire Department. Therefore, if events occur after the use of a compensation day is approved, such as another employee calling in sick, the approval for the use of the compensation day shall not be withdrawn.
- E) Every reasonable effort shall be made by the Employer to accommodate Employee requests concerning the use of compensation days. Not by the way of limiting the foregoing, the Employer shall set a minimum staffing of two (2) line officers on duty on any day (24 hour tour) for any combination of vacation and/or compensation days. Employees who are absent from their tour or part of tour due to a work related injury, sick leave, delegate convention or meeting, military leave, training outside the department, etc. or other leave other than vacation and compensation days shall not reduce this minimum number of employees off from work, even when overtime pay is required to maintain minimum manning. This provision shall not in any manner effect or alter any other provision of this Agreement or Section 22 (Work in Higher Rank) of this document.

- F) Employees may not bank more than twenty (20) twenty-four (24 hour) scheduled compensation days, the Employer shall make cash payments for any subsequent compensation days earned pursuant to this provision with such payments being paid at the straight hourly rate of pay for the employee in effect at the time of payment. Employee shall be able to cash in up to four (4) unused compensation days each year.
- G) Upon termination of employment, all banked compensation time shall be paid by the Employer to the Employee (including Fire Inspectors), at the straight hourly rate of pay in effect at that time for that Employee, within thirty (30) days of such termination, unless otherwise mutually agreed upon by the Village of Ridgewood and the Employee.
- H) Retiring Fire Officers can use all sixteen (16) 24 hour days of compensatory time for cash payout in their final year of employment.

11.03 The following references pertain to the use of compensation days being used in ten (10) and fourteen (14) hour blocks. Partial compensation days will be governed by the same rules contained in Section 11.01 – 11.02 and the following:

- A) Only two (2) twenty-four (24) hour compensation days can be divided into a ten (10) and fourteen (14) hour block of time.
- B) Each ten (10) hour block of time will be used between the hours of 8:00 a.m. and 6:00 p.m. only.
- C) Each fourteen (14) hour block of time will be used between the hours of 6:00 p.m. and 8:00 a.m. only.
- D) The Director/Chief may deny any request for a partial compensation day, if approving the requested compensation day will disrupt the day-to-day operation of the department.
- E) The ASSOCIATION agrees that this variation on the use and approval of compensation days is on a trial basis and subject to review by the Director/Chief and may be canceled at the sole discretion of the Director/Chief or his designee by giving sixty (60) days notice to the FOA.
- F) All compensatory time, including time under the 10/14 hour trial, shall be subject to the 480-hour bank limit. No employee shall be allowed to bank in excess of 480 hours of Compensatory Time.

SECTION 12. COURT TIME

- 12.01 Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which an employee (including Fire Inspectors) covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other courts or administrative bodies.
- 12.02 All such required court time shall be considered as overtime and shall be compensated at time and one-half (1 ½).
- 12.03 When an employee covered under this Agreement shall be required to travel to and from any of the courts or administrative bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the employee is entitled; provided, however, that such travel time shall be computed between the Employer's Fire Department Headquarters and the pertinent court or administrative body.
- 12.04 The amount of overtime to which an employee may be entitled under this Article shall be the actual time required including waiting time in the court or administrative body, together with any applicable travel time; provided however, that the employee's entitlement to overtime under this Article shall not be less than one (1) hour of overtime pay.

SECTION 13. SCHOOLING/TRAINING

- 13.01 The Employer will schedule to the extent possible, an employee's attendance at schooling for firefighter training during such employee's regular tour of duty.

SECTION 14. TRAINING PAY

- 14.01 Except as otherwise herein provided, the Employer agrees to compensate all employees covered by this Agreement at the overtime rate time and one-half (1 ½) when required to attend training courses on their own time.

SECTION 15. TUITION REIMBURSEMENT

15.01 In an effort to encourage members of the Fire Department to further their education in the field, the Village has established a tuition reimbursement program for firefighters, fire inspectors and officers taking classes in a work related field of study. The Employer agrees to provide tuition reimbursement benefits to all members of the bargaining unit under the following conditions:

- A. Courses must be taken at any accredited institution of higher learning.

- B. The employee must be a degree-seeking student in the field of Fire Science, Emergency/Incident Management, Nursing, Public Administration or Emergency Medical Service Technology.
 - 1. Firefighters and officers taking classes in the field of Fire Science or Emergency/Incident Management will receive up to \$3,000 per year of tuition reimbursement, based on grades received.

 - 2. Firefighters and officers taking classes in the field of Nursing, Public Administration or Emergency Medical Service Technology will receive up to \$1,500 per year of tuition reimbursement, based on grades received.

15.02 The amount of reimbursement shall be the tuition cost to the employee for each credit hour of an approved course. The cost of books, fees, parking and other related mandatory fees and costs shall not be reimbursed by the Village. In order to qualify for tuition reimbursement, the course must be approved by the Village at least two weeks before the course is taken. Reimbursement for tuition will be upon completion of a course and calculated based on grade as follows:

A	50%
B	40%
C	30%
D or lower	0%

Pass/Fail

50% reimbursement shall be paid for a grade of "pass" for those courses with only a pass/fail format. The employee shall submit proof to the Employer showing a letter grade format was not available.

15.03 Upon receipt of grades and submitting of statement fees, the Employer agrees to reimburse employees as outlined above within forty-five (45) days.

15.04 The tuition reimbursement program shall apply to programs for Associate's degree, Bachelor's degree or Master's degree only.

SECTION 16. SICK LEAVE

16.01 Each employee shall be granted sick leave in accordance with current Village practices. Any unused sick leave shall accumulate from year to year. In the Village Employee Handbook, the term "serious illness" is to be defined in accordance with the New Jersey Family Leave Act.

16.02 Upon retirement, each employee shall be entitled to take such accumulated sick leave days as terminal leave, up to a maximum allowance of one-half (1/2) of the total accumulation or six (6) months, whichever shall be the lesser.

16.03 Upon retirement, the retiring employee, provided he has completed the full length of service entitling him to retire, may at his or her own sole option, elect to take all of his or her accumulated sick leave days in a lump sum cash payment which shall be computed by multiplying the number of that employee's accumulated sick days times that employee's daily rate of compensation at the time of retirement. The maximum entitlement under this lump sum cash payment option shall be one-half (1/2) of the retiring employee's total accumulation or six (6) months pay, whichever shall be the lesser. The maximum entitlement under this lump sum cash payment option shall be the lesser of the total accumulated sick days or six (6) months pay at the daily rate of compensation for said employees.

16.04 For employees hired after January 1, 2015, this sick leave payment will be capped at \$15,000, provided the employee has banked a full year's equivalent of sick days, equivalent to 121 – 24-hour days.

SECTION 17. SICK LEAVE NON-USE INCENTIVE PROGRAM

17.01 If an employee uses one (1) day or less sick leave during the period of January 1 to June 30 in any calendar year, and the period July 1 to December 31 in any calendar year, the employee shall be entitled to twelve (12) hours of straight time pay for each six (6) month period. If an employee uses two (2) days or less sick leave during the period of January 1 to June 30 in any calendar year and the period July 1 to December 31 in any calendar year, the employee shall be entitled to six (6) hours of straight time pay for each six (6) month period. The amount is calculated by dividing the respective employee's base annual compensation (base wage and longevity entitlement) by two thousand and eighty (2,080) hours. The incentive will be paid no later than the second pay period after the six (6) month period has ended. Fire Inspectors will qualify for incentive pay as follows: if the Fire Inspector uses Twenty-Four (24) hours or less sick leave during the period of January 1 to June 30 in any calendar year, and the period July 1 to December 31 in any calendar year, the employee shall be entitled to one day's pay at of straight time pay for each six (6) month period. If an employee uses more than Twenty-Four (24) hours but less than Forty-Eight hours of sick leave during the period of January 1 to June 30 in any calendar year and the period July 1 to December 31 in any calendar year, the employee shall be entitled to one half a days pay at straight time pay for each six (6) month period.

18. SECTION RECALL

18.01 Any employee who is called back to work after having completed his/her regularly scheduled shift shall be compensated at time and one-half (1 ½) the straight time hourly rate of pay with a minimum guarantee of two (2) hours work or pay in lieu thereof.

SECTION 19. LONGEVITY

19.01 In addition to all wages and other benefits, each employee shall be entitled to a longevity payment computed on the employee's years of completed service.

19.02 The longevity system shall be as follows:

YEARS OF SERVICE	PERCENTAGE OF LONGEVITY
4	2%
8	4%
12	7%
16	9%
20	11%
24	13%

19.03 The said payments for longevity shall be paid on a regular basis folded into the employee's regular pay.

19.04 Employees hired after July 1, 1987 shall not accumulate longevity in excess of ten percent (10%).

Their longevity system shall be as follows

YEARS OF SERVICE	PERCENTAGE OF LONGEVITY
4	2%
8	4%
12	6%
16	8%
20	10%

19.05 Employees hired on or after January 1, 2015 will not be entitled to receive any longevity pay.

SECTION 20. UNIFORMS

20.01 Each new employee shall receive from the Village, free of charge in lieu of a clothing allowance, a complete uniform.

20.02 In lieu of the annual uniform allowance, the sum of Five Hundred Fifty Dollars (\$550.00) will be included in an officer's base pay.

19.03 An employee's uniform, which is required in his/her capacity as a fire officer and which may become damaged as a result of a single episode during the course of his/her

performance duties, shall, after approval by the Director/Chief of the Department, be replaced at the expense of the Employer, except where such damage is caused by the negligence of the employee, and such replacement shall be made within thirty (30) days of the report of loss or damage, and to be prorated at the value of loss.

- 20.04 Uniform changes mandated by the Employer, unless implemented from time to time as current uniforms are replaced, shall be provided to each employee free of charge. Uniform changes requested by the ASSOCIATION, if approved by the Employer, shall be paid by each employee.
- 20.05 Utilization of Section 20.04 shall not diminish the clothing allowance set forth in this Agreement.
- 20.06 During the term of this contract, employees may wear T-shirts as part of their summer in-station uniform. The employer shall have the right to approve style, type of material and color. The cost of said shirts shall be borne by each employee.
- 20.07 If, during the term of this contract, the State shall mandate further changes in uniform or equipment which shall require the Employer to provide certain fire-fighting clothing and equipment previously paid by the employee out of the clothing allowance herein provided, the Employer may reopen this issue to negotiate a commensurate adjustment in the clothing allowance.

SECTION 21. UNIFORM REGULATIONS

- 21.01 The regulations for the wearing of uniforms shall be as set forth in Appendix B.

SECTION 22. WORK IN HIGHER RANK

- 22.01 Whenever any employee is required to serve in a position normally held by higher rank for more than two (2) hours, he/she shall receive the starting rate of pay of that rank for such tour of duty plus such additional hours as may be consecutive.
- 22.02 The Village agrees not to use two (2) or more persons in such way as to circumvent the intent of this clause.
- 22.03 When an employee is serving in a higher rank than said employee shall be clearly identified as acting in that status.

22.04 Whenever a Captain is placed in charge of the Fire Department, for more than four (4) hours, due to the absence of the Chief and Deputy Chief, he/she shall be compensated as follows:

- On Duty: He/she shall receive acting pay equal to a five (5) percent increase in pay for the day.
- Off Duty: He/she shall receive eight (8) hours of straight time pay for every twenty-four (24) hour period. For any period less than eight (8) hours, but greater than four (4) hours, he/she shall receive hour for hour straight pay.

SECTION 22A. FIRE INSPECTORS STIPEND

22A.01 Fire Department Officers who complete the ninety (90) hour fire inspector training and who receive and maintain certification as a Fire Inspector shall receive an annual stipend, if accepted into the Fire Department program. Said stipend shall be \$2,400.00 for the first year in which the inspector training is successfully completed and \$1,400 per year thereafter. "Fire Inspector" status shall be determined by the New Jersey Division of Fire Safety and NJAC 5:71-4. Said stipend shall be in a single payment no later than the first payroll date following December 1 of each year.

SECTION 22B. FIREFIGHTER III PROFICIENCY PAYMENTS

22.B01 In addition to other benefits specified in this Agreement, each employee covered by this Agreement, who had been certified as "Firefighter III", shall thereafter receive \$750 added to his or her salary "Firefighter III" status shall be determined by the National Fire Protection Association (N.F.P.A.) standards or Bergen County Fire Academy Standards.

SECTION 23. VACATIONS

23.01 The vacation allowance shall be as set forth in this Agreement in Appendix C.

23.02 When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of Fire Department activity, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year.

- 23.03 No employee who is on vacation shall be recalled except in a case of the full mobilization of the Department by the Director or his designee to meet a clear and present danger confronting the Employer.
- 23.04 Vacations may be scheduled at any time during the calendar year. There shall be separate selection lists for firefighters and for fire supervisors. Only one (1) officer shall be permitted to be on vacation on any given day.
- 23.05 Vacations shall be selected by seniority within rank.
- 23.06 Vacation benefits shall be prorated during last year of service of a retiring employee.

SECTION 24. HOLIDAYS

- 24.01 All employees covered by this Agreement shall receive payment of eight (8) hour pay based upon annual salary including longevity divided by 2,044 in lieu of Fourteen (14) paid holidays.
- 24.02 Employees shall continue to receive overtime compensation, which shall be paid at the rate of two times (2x) the employee's hourly rate on New Year's Day and the Fourth of July under current practices.
- 24.03 Holiday pay shall continue to be rolled into the employee's base pay.
- 24.04 The holidays noted herein shall be as set forth in Appendix D.

SECTION 25. WORK INCURRED INJURY

- 25.01 Where an employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such employee at full pay, during the continuance of such employee's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Employer.
- 25.02 The employee shall be required to present evidence by a certificate of a responsible physician that he/she is unable to work and, the Employer may reasonably require the said employee to present such certificate from time to time.
- 25.03 In the event the employee contends that he/she is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or its insurance carrier, then, and in that event, the burden shall be on the

employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation, or, by the final decision of the last reviewing court shall be binding upon the parties.

- 25.04 For the purpose of this Article, injury or illness incurred while the employee is acting in any Employer authorized activity, shall be considered in the line of duty.
- 25.05 In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, or as to the extent of temporary disability, the parties agree to be bound by the decision of an appropriate Worker's Compensation judgment, or, if there is an appeal there from, the final decision of the last reviewing court.
- 25.06 An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

SECTION 26. BEREAVEMENT LEAVE

- 26.01 All employees covered by this Agreement shall be granted up to a maximum of four (4) calendar day's leave of absence with pay for each death of a member of the employee's immediate family. The four (4) days shall include the day of the funeral. The immediate family is defined, for the purpose of this Article, to be spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt, uncle, grandparents, grandchild, step relatives, or other person living as a permanent member of the employee's household.
- 26.02 In the event the death of an employee's immediate family member requires the employee to travel to a location that includes overnight travel (over 200 miles), the employee will be entitled to one (1) additional day. In this event, the employee's maximum five (5) days may include up to two (2) days beyond the funeral. Sick or vacation time may be used after the date of the funeral, with approval of the Chief/Department Director. Bereavement leave shall not be charged to accumulated sick leave. Bereavement leave shall be available as necessary and shall not be limited to a maximum number of days per year.

SECTION 27. MEDICAL COVERAGE

- 27.01 The Employer agrees to provide and pay proportionally in accordance with Chapter 78 for the State of New Jersey Health Benefits Program or an alternate provider with equal or better benefits, for all employees covered by this Agreement, and their families, with the exception of Part-time Permanent Employees and employees who work less than thirty (30) hours per week and their families. Employees shall make contributions to health coverage, which shall be provided through the State Health Benefits Program (SHBP) and in accordance with Chapter 78 at Tier 4 or an alternate equal or better provider, under Chapter 78, at Tier 4. The employee shall have free choice of coverage from the various plans offered by the State. The employer shall have the right to obtain equivalent coverage from another plan or insurance carrier. If the Village decides to leave the SHBP for active employees, it will provide health benefits at a level that is greater than or equal to what was provided under the SHBP
- 27.02 Employer shall continue to provide health benefits to the employees qualified above, as well as all qualified dependents, when that employee retires with at least 25 years of service in the New Jersey State Pension System, through the New Jersey Division of Pensions and Benefits, with the requirement that at least 23 years of those 25 years of service in the New Jersey State Pension System shall be in the Village of Ridgewood (or those Blue Collar Union employees who retire with less than 25 years of service with the Village of Ridgewood on a disability retirement) and who meet the eligibility requirements of the State Health Benefits Program/Chapter 78 at Tier 4, in accordance with the provisions of the SHBP/Chapter 78 at Tier 4. The retiree shall be required to make contributions to health coverage in accordance with SHBP/Chapter 78, at Tier 4, in the amount to be determined by the State of New Jersey.
- 27.03 All persons covered by this agreement and enrolling for health benefits must acquire Medicare Parts A and B when eligible for same. Should a retiree with twenty-three years (23) of service credit in the pension not have sufficient quarters of Social Security credit to obtain Medicare Parts A and B, the Village will reimburse that employee the costs thereof. The reimbursement shall commence once the said employee has provided the Village of proof of enrollment. Proof of enrollment shall be a copy of either a Medicare

enrollment card or a confirmation letter of enrollment from the Social Security Administration. Reimbursement payments for Part A and B will be made semi-annually.

- 27.04 If an employee retires with less than twenty-three (23) years of service credit in the pension system to the Village, then the employee shall be entitled to continue the plan described above at his/her own cost and expense.
- 27.05 Chapter 78 contributions towards Health Benefits will remain the same for both active and retired employees at Tier 4. If the State mandates a change in the State Health Benefits Plan for active employees, the FMBA and the FMBA/SOA will agree to that change at the time indicated in the new State law/regulations. The change in the State law/regulations for the State Health Benefits Plan will supersede the FMBA and the FMBA/SOA contracts. There will be no delay in the FMBA and the FMBA/SOA being subject to the new State law/regulations if there is a change in the State Health Benefits Plan.
- 27.06 If the Village decides to leave the State Health Benefits Plan for active employees, the FMBA and the FMBA/SOA shall receive benefits at a level that is greater than or equal to what was provided under the State Health Benefits Plan.
- 27.07 The Village will provide a Prescription Drug Plan and pay proportionally in accordance with Chapter 78 for the State of New Jersey Health Benefits Program for all employees covered by this Agreement, with the exception of permanent part time employees and employees that work less than thirty (30) hours per week, and their families. The Village shall also retain the right to provide equal or better than prescription drug plan coverage from another plan or insurance carrier.
- 27.08 The Village will pay up to a maximum of twenty dollars (\$20.00) per month toward the total of a dental plan similar to the current plan administered by Delta Dental of New Jersey. The Village shall also retain the right to provide similar coverage from another plan or insurance carrier.
- 27.09 Employees covered by this Agreement shall be eligible for up to \$100.00 per year payment from the Village as self-administered eyeglass plan. To be eligible for reimbursement, the employee must first provide proof of an eye examination. In any two (2) year period, in which the Village would reimburse up to \$100.00 per year, the employee must have at least one (1) eye examination. The remaining amount of eligible

\$200.00 (\$100.00 per year for two (2) years) can be spent on eyeglasses or contacts purchase. Vouchers for either examination or eyeglass/contact expense shall be presented to the Finance Department for reimbursement.

SECTION 28. INSURANCE

28.01 The Employer will defend and insure all employees covered under this Agreement in order to protect them from suits arising out of the lawful performance of their duties. Present liability coverage or its equivalent shall be maintained.

SECTION 29. BULLETIN BOARD

29.01 The Employer will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.

29.02 The bulletin board shall be for the use of the Association for posting of notices and bulletins pertaining to the Association business and activities or matters dealing with the welfare of employees. No offensive material or material offensive to the mission or purpose of the Fire Department shall be permitted to be posted on said bulletin board.

SECTION 30. CEREMONIAL ACTIVITIES

- 30.01 In the event a firefighter or fire officer in another Department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two (2) uniformed, off-duty FMBA members of the Department to participate in funereal services for the said deceased officer.
- 30.02 In the event a firefighter or fire officer in another Department in the State of New Jersey is killed in the line of duty, the Village, subject to the availability of same, will provide a Department fire vehicle to those off-duty employees wishing to attend same.
- 30.03 The supplying of a fire vehicle shall be within the discretion of the Director/Chief, Department of Fire.

SECTION 31. PENSION

31.01 The Employer shall provide pension retirement benefits to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

SECTION 32. GRIEVANCE PROCEDURE

- 32.01 For the purposes of providing expeditious and mutually satisfactory resolutions of problems arising under this Agreement the parties adopt the following procedures which shall be kept as informal as may be appropriate.
- 32.02 This grievance procedure shall cover issues of application or interpretation of this Agreement, and, meant to provide means by which employees covered by this Agreement may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.
- 32.03 The following constitutes the sole and exclusive procedure for settlement of grievance and shall be followed in its entirety unless waived by the parties.

(a) STEP ONE

An employee with a grievance shall within seven (7) calendar days of the occurrence of the event being grieved, present the same to his/her immediate superior. After full disclosure of the facts surrounding the event being grieved, the immediate superior must make every earnest effort to reach a satisfactory settlement with the employee and grievance. The immediate supervisor shall render a decision within five (5) calendar days of his/her receipt of the grievance.

(b) STEP TWO

In the event the grievance is not resolved at STEP ONE, the employee shall reduce the grievance and decisions respectively to writing and file same with the next higher superior officer of the unit to which the employee is assigned within five (5) calendar days who shall thereupon render his/her decision in writing within five (5) calendar days of receipt of the matter and all respects related thereto.

(c) STEP THREE

In the event the grievance is not resolved at STEP TWO, the matter of all reports shall be submitted to the Director for his/her determination in writing within seven (7) calendar days of his/her receipt of the matter and all reports related thereto. In the absence of the Director the grievance shall be presented to the ranking officer in charge of the Department for determination. The Director or ranking officer in charge of the Department in the absence of the Director, shall respond to the grievance within seven (7) calendar days of his/her receipt of the matter.

(d) STEP FOUR

If the employee wishes to appeal the determination of STEP THREE proceeding, the grievance shall be submitted in writing together with description of prior steps within ten (10) days of a STEP THREE determination. The Village Manager shall decide the matter within twenty (20) calendar days of the presentation to him/her.

(e) STEP FIVE

(1) If the grievance is not settled through the preceding steps, either party may refer the matter to the Public Employment Relations Commission within fourteen (14) calendar days after determination of the STEP FOUR proceeding. The Arbitrator or Arbitrators shall be selected in accordance with the rules of the said Public Employment Relations Commission and the expense of the Arbitrator or Arbitrators shall be borne equally by the parties hereto; provided, however, that each party shall bear the expense of producing witnesses, testimony or evidence for his/her, its presentation.

(2) The Arbitrator or Arbitrators shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her and relevant to the grievance. He/she or they shall have no authority to modify or alter in any way the provisions of this Agreement or any amendment or supplement hereto. The decision of the Arbitrator shall be final and binding. The Arbitrator shall have the discretion to allocate arbitration fees between the parties considering the result of the arbitration.

(3) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Village Manager. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the State of New Jersey Civil Service Commission) may be submitted to arbitration. The parties herein direct the Arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission review and decision.

(4) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the

next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance procedure. A failure to respond at any step within the provided time limits shall be deemed a denial.

SECTION 33. MUTUALS

33.01 Employees shall continue to be granted unlimited special leave with pay for any day on which he/she is able to secure another employee to work in his/her place, in accordance with current practices and 4A of the Procedural Guide.

SECTION 34. DEDUCTIONS FROM SALARY

34.01 The Village agrees to deduct from the salaries of its employees subject to this Agreement dues for the Association. Such deductions shall be made in compliance with Chapter 310. Public Laws of 1967, N.J.S.A. (R.S.) 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.

SECTION 35. PERSONNEL FILES

- 35.01 A separate personnel history file shall be established and maintained for each employee covered by this Agreement; personnel history files are confidential records and shall be maintained in the office of the Director/Fire Chief.
- 35.02 Any member of the Fire Department may by appointment review his/her personnel file but this appointment for review must be made through the Director/Chief or his/her designated representative. Each review shall be conducted in the presence of the Director/Chief or his/her designee and every employee shall be required to sign an entry record on the occasion of his/her review.
- 35.03 Whenever a written complaint concerning an officer or his/her actions is to be placed in his/her personnel file, a copy shall be made available to the employee, and he/she shall

be given the opportunity to rebut it if he/she so desires, and he shall be permitted to place said rebuttal in the personnel file.

35.04 All personnel history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed there from.

SECTION 36. SAVINGS CLAUSE

36.01 It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, the remainder of this Agreement or the application of such provisions to other person or circumstances shall not be affected thereby.

SECTION 37. NO WAIVER

37.01 Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

SECTION 37. OFF DUTY FIRE DEPARTMENT ACTION

38.01 Since all firefighters are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

Any action within the State of New Jersey taken by a member of the Department on his/her time off, which would have been taken by the employee on active duty if present or available, shall be considered proper Fire Department action, and the employee shall have all of the rights and benefits concerning such action as if he/she were then on active duty.

38.02 Recognizing that the Employer and its residents benefit from the additional protection afforded them by vigilant off-duty firefighters, and further recognizing the weighty responsibility confronting such firefighters, the Employer agrees to pay such employees the sum of one dollar (\$1.00) per year, which shall be deemed included in the employee's base annual wage.

SECTION 39. EMPLOYEE ORGANIZATION BUSINESS

39.01 Necessary time off without loss of pay shall be granted to four (4) representatives of the Association (FMBA and Fire Officers inclusive) to attend the annual State convention

and one (1) representative of the FMBA to attend the monthly regular meetings of the State Association. In the event this delegate's absence reduces platoon strength below that required for efficient operation, the Director or his designee may require overtime pursuant to Section 9.02 above.

39.02 Engine Co. 31 will be permitted to re-locate to headquarters to attend FOA and FMBA meetings.

SECTION 40. RADIO ALERT

40.01 The Village shall maintain a Type A fire alarm system according to the Fire Protection Handbook published by the National Fire Protection Association (13th Edition, 1969, Section 14, Chapter 1) and a radio-alerting receiver in the home of as many fire officers covered by this Agreement, as it deems necessary. The Village shall be responsible for the maintenance of such equipment. However, such employee shall take all reasonable steps to insure that equipment is kept in proper working order and not mishandled or damaged. Each fire officer shall keep the alarm system turned on and shall respond to calls in accordance with established procedures.

SECTION 41. USE OF NON-REGULAR PERSONNEL

41.01 The Employer agrees to follow and adhere to such decisions, rulings, directives, and opinions as may be rendered by the New Jersey Civil Service Commission regarding the use of non-regular personnel.

41.02 No persons (part-time, volunteer or otherwise) other than regular fire personnel shall be assigned to standby duty at fire facilities manned by regular fire personnel.

41.03 "This clause shall be limited to its express terms and shall have no impact whatsoever on issues such as, but not limited to, subcontracting, layoffs or reductions in force, or on such management's rights as may exist and are not limited by 41.01 or 41.02 above. The Employer retains the right to use non-regular personnel in accordance with standards and practices now in effect (Signal 99 and General Alarms, based on size-up by the highest ranking officer at the scene, and training drills as scheduled by the Fire Chief), as well as

in any other manner not prescribed by this clause, subject to PERC decisions and other applicable law."

SECTION 43. AGENCY SHOP

- 42.01 Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the ASSOCIATION 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 FOA by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular FOA membership dues, fees and assessments as certified to the Employer by the FOA. The FOA may revise its certification of the amount of the representation fee at any time to reflect changes in the regular FOA membership dues, fees and assessments. The FOA's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the FOA 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 FOA and the Employer.
- 42.02 The FOA agrees that it will indemnify and save harmless the Village against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Village at the request of the FOA under this Article.

SECTION 43. DEATH OF EMPLOYEE

- 43.01 In case of an employee death after ten (10) years of service, but prior to retirement, the employee's estate would be entitled to one-half (1/2) of the accrued sick time up to a maximum of six (6) months.

SECTION 44. SAFETY COMMITTEE

44.01 A safety committee shall be formed consisting of firefighters, superior officers and management, which committee shall be consulted by the employer and make recommendations to the Director/Chief with respect to future equipment purchases.

SECTION 45. EMT STIPENDS

44.01 Members of the Fire Department and officers who complete and maintain certification as Emergency Medical Technician or Paramedic, if accepted in the Village Program, shall receive an annual stipend. Said stipend shall be payable in the following amounts:

First Year: \$2,500

Second Year: \$2,750

Third Year and Forward: \$3,000

SECTION 46. MINOR DISCIPLINE

The parties agree to include a minor disciplinary policy to the collective negotiations agreement as provided by N.J.S.A. 34:13A-5.3 as follows:

- A. Any Fire officer who is issued a minor discipline shall be provided written notice of such discipline in the form of a Notice of Minor Disciplinary Action. Such notice shall contain a reasonable specification of the nature of the charge, a general description of the alleged action or conduct upon which the charge is based and the nature of the discipline being imposed.
- B. Within five (5) days of receipt of the Notice of Minor Disciplinary Action, an officer may request review of the discipline before the Fire Chief. Such review will be held as expeditiously as possible. The officer will be given an opportunity to present evidence as to why he/she believes the discipline is not justified. Within five (5) days of said meeting, the Fire Chief shall investigate the disciplinary action and shall advise the employee as to his/her decision.
- C. Within five (5) days of receipt of the Fire Chief's determination, the officer may seek review by the Village Manager. The Village Manager shall investigate the matter and

shall render a decision as to the legitimacy of the discipline. The Village Manager shall issue a decision within five (5) days.

- D. Within ten (10) days of receipt of the decision of the Village Manager, the aggrieved Fire Officer may seek review of the decision of the Village Manager by way of filing a "Request for a Submission of a Panel of Arbitrators" to the Director Arbitration of the Public Employment Relations Commission. The Rules and Regulations of the Public Employment Relations Commission governing grievance arbitration shall be applicable to the selection of the arbitrator and the conduct of the arbitration proceeding.
- E. The arbitrator shall review the decision of the Village Manager under a traditional "just cause" standard of review. The arbitrator shall be empowered to reverse or modify any disciplinary penalty imposed by the Village Manager and to award other "make whole" remedies that may be deemed just and proper by the arbitrator.
- F. The arbitrator shall have no power to increase the disciplinary penalty imposed by The Village Manager
- G. The cost of the arbitration shall be borne equally by both parties.

46.00 RATIFICATION

46.01 This Contract is subject to ratification by both the Village of Ridgewood and the Fire Officers Association. All Committee members agree to recommend ratification.

SECTION 47. TERM OF CONTRACT

47.01 This contract shall take effect on January 1, 2023 and shall terminate on December 31, 2026.

Heather A. Mailander
ATTEST:
Heather A. Mailander
Village Clerk

Keith Kazmark
Keith Kazmark, Village Manager
Village of Ridgewood

Heather A. Mailander
ATTEST:
Heather A. Mailander
Village Clerk.

[Signature]
Ridgewood Fire Officers Association

APPENDIX A

SALARIES

See 2023 – 2026 Salary Guide Attached

APPENDIX B

UNIFORMS

Uniforms for reporting on duty will be the dark blue work uniform with embroidery on shirt collar. Regulation black shoes, black socks.

Winter Coat - will be the uniform short coat (Blauer or current issue) to be worn by all at a mutual agreed date. (Keep dates flexible depending on the weather). Gloves may be worn as under present regulations.

Shirts - Mutual dates to be set (keep flexible depending on the weather) to change from long sleeve shirts to short sleeve and vice versa. All employees will be wearing same type of shirt at the same time. The optional summer in station uniform may be worn in accordance with general order #164.

Regulations for house watch dress will remain the same at present.

Dress Uniform - A complete dress uniform must be kept in each employee's locker and be subject to inspection every three (3) months or when called upon by the Director.

Dress Uniform for Fire officer Eliminated from the purchase of this uniform will be the extra trousers for new employees coming on. One short sleeve shirt instead of three (3). One long sleeve shirt instead of two (2).

Work Uniform - The Village will supply two (2) sets of work uniforms (trousers and shirt) instead of one, for new men coming on the job which would include two (2) pants, one (1) long sleeve shirt and one (1) short sleeve shirt.

APPENDIX C

(A) All employees covered under this Agreement shall be entitled to a vacation annually in accordance with the following schedule:

Less than one (1) Year	One (1) 24-hour tour for each Service. two (2) months of service.
Upon completion of one (1) year	Six (6) 24 hour tours of duty. up to and including fifth (5th) Year.
Upon completion of five (5) years	Seven (7) 24 hour tours of duty. up to and including completion of ten (10) years.
Upon completion of ten (10) years	Eight (8) 24 hour tours of duty. up to and including completion of fifteen (15) years.
Upon completion of fifteen (15) years	Ten (10) 24 hour tours of duty.
After completion of twenty (20) years,	Eleven (11) 24 hour tours of duty

Contract language for the rules and regulations regarding the use of vacation days earned above the basic nine (9) days obtained after fifteen (15) years of service.

At the option of the employee, the vacation day(s) earned above nine (9) days may be utilized in one of the following ways:

- During the time of vacation day selections, if the employee wants to take the vacation day(s) as days off, he/she may select when to take the day(s) off.
- Employee may choose the option of receiving payment for each day over nine (9) as $\frac{3}{365}$ th of annual salary per day.
- Employee can bank the day(s) at the time of vacation selection for the year and decide at any time during the calendar year if they want to take the cash payment or request, through the Director/Chief, permission to use the day subject to the following restrictions:

- Extra vacation days can be approved for use provided they do not directly cause overtime.
 - Days previously approved for use by the Director/Chief will not be canceled unless there is a full mobilization of the Department or his/her designee to meet a clear and present danger confronting the employer.
 - Extra vacation days can be used as the third day off when other vacation days are already scheduled for any given day. If the extra vacation day is approved as the third day, the ASSOCIATION agrees that no additional days (compensation days) will be approved for that day.
 - At the discretion of the Director/Chief, any outstanding vacation days can be denied for use as days off and payment of 3/365th of the salary made during the earliest pay period after the denial, unless the employee wants to continue to bank the day.
- (B) All extra vacation days will either be used or a cash payment made during the year the day is earned. No days are to be carried into the following year except as provided in Section 21.02 or the vacations will be scheduled in accordance with the rules and regulations established by the Director/Chief of Fire.
- (C) Vacation periods shall run consecutively from on or about January 1st until on or about December 31st of the following year; provided, however, that all vacation choices within said periods shall be subject to the approval of the Director/Chief.
- (D) Vacation choices shall be based on seniority within each platoon. Seniority shall be based on the number of years on the Department since the most recent date of hire. Firefighter shall select vacations from firefighter's only list with superior officers selecting vacations from a separate list.
- (E) Employees of the Fire Department on their first pick of vacation may have the option of picking their vacation in the following manner:
- (1) Take entire period (6 tours)
 - (2) Split the period (3 tours each) with any other member of the platoon.
 - (3) Split the period with any other open vacation period.
- (F) The extra vacation days to be picked or, the second round of picks may be taken during any open vacation period.

(G) Vacation pay for any retiring fire officer shall be pro-rated in the last year of employment in accordance with the number of months employed during the last year.

APPENDIX D

HOLIDAYS

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- President's Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

APPENDIX E

122 Transitional / Light Duty Policy

Issued 1/2008, Revised 3/2012, Revised 8/24/202

This policy does not affect an employee's rights under the Americans with Disabilities Act, The Family and Medical Leave Act, Fair Labor Standards Act, The Contagious or Life Threatening Illnesses Policy, or other Federal or State law.

The Ridgewood Fire Department will endeavor to provide transitional duty (that is light duty or modified duty assignments) for employees who are unable to perform all the essential functions of their positions with or without reasonable accommodation due to a temporary disability, injury, illness or other serious health condition.

An Employee requesting transitional duty and/or the employee's healthcare professional shall notify the Chief as soon as the employee has been medically cleared to return to work with restrictions. Transitional duty will only be assigned if the employee is expected to be able to perform the essential functions of the position with or without reasonable accommodation following the transitional duty period and/or period of reasonable accommodation.

The Chief will determine if there is any meaningful work that can be performed consistent with the restrictions. Transitional duty assignments may be in any position and not just the employee's normal position. The Chief will decide if it is in the best interest of the Department to approve a transitional duty request and will notify the employee of his/her decision. The Chief reserves the right to terminate the transitional duty assignment at any time with or without cause.

Where an employee who has suffered a work related illness or injury refuses a transitional duty assignment that is recommended by the Workers' Compensation Physician, the employees' workers compensation benefits may be affected. If the employee believes that the transitional duty assignment is beyond his/her abilities, the employee may request a meeting with the Chief who will render a written response within twenty four (24) hours.

Employees on transitional duty will receive their regular salaries and are prohibited from engaging in outside employment of any kind unless they receive prior written approval from the Chief.

Employees assigned to transitional duty will be allotted time off to attend medical or physical therapy appointments but must request leave time (vacation time or compensation time) for any other reason.

Any employee assigned to transitional/ light duty due to a job-related injury will remain on their assigned 24-hour shift rotation for the duration of their injury unless unable to do so per the Worker's Compensation physician.

APPENDIX F

147 Military Leave

May 2023

The Village of Ridgewood provides military leave in accordance with applicable State and Federal law. Military leave with pay will be granted to an employee in accordance with N.J.A.C. 4A:6-1.11, N.J.S.A. 38:23-1, N.J.S.A. 38a:4-4 and the Uniformed Services Employment and Reemployment Rights Act ("USERRA").

In all cases involving military leave, the employee must, as soon as possible, provide the Department Chief with a certificate verifying the call to military duty prior to beginning the military leave.

Organized Militia. All full-time permanent employees who are members of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or United States Marine Corps Reserve, or other affiliated organization, including the National Guard of other states, shall be entitled to a leave of absence without loss of pay or time on all work days on which he or she is engaged in any period of Federal active duty, up to thirty (30) work days in any calendar year. A military leave of absence is in addition to the employees' regular vacation or other accrued leave. When an employee's work time and military leave conflict, the employee and the Department may mutually agree to reschedule the employee's work time to accommodate military leave.

Any leave of absence for such duty in excess of thirty (30) work days will be without pay but without loss of time. A full-time temporary employee who has served under such temporary appointment for less than one year will receive military leave without pay but without loss of time. If a deployment is known ahead of time, the employee can save the previous year's comp time to be utilized for the deployment.

New Jersey Organized Militia. New Jersey's organized militia consists of the National Guard (Army and Air), the Naval Militia, and the State Guard. Any permanent or full-time officer or employee who is a member of the New Jersey organized militia shall be entitled, in addition to pay received, if any, as a member of the organized militia, to a leave of absence without loss of pay or time on all days during which he or she shall be engaged in State or Federal active duty, up to ninety (90) work days in any calendar year.

Any leave of absence for such duty in excess of ninety (90) work days will be without pay but without loss of time (i.e., continues to earn service time for benefit and seniority calculations). A full-time temporary officer or employee who has served under such temporary appointment for less than one year will receive military leave without pay but without loss of time. If a deployment is known ahead of time, the employee can save the previous year's comp time to be utilized for the deployment.

When an employee's work time and military leave conflict, the employee and the Village may mutually agree to reschedule the employee's work time to accommodate military leave.

APPENDIX F

Employees on military leave also accrue all other normal benefits as if they were working.

When pay is authorized, it is in addition to the employee's military pay, not the difference between military pay and the public employment pay.

Reinstatement. To be reinstated by the Village of Ridgewood Fire Department without loss of privileges or seniority, the employee must report for duty with the Village of Ridgewood Fire Department within the time required by law following release from active duty under honorable circumstances.

In accordance with legal requirement, employees who take military leave are required to:

- Provide the Village of Ridgewood Fire Department with proper notice of the leave;
- Apply for reinstatement within the time required by law;
- Have a creditable military record including completion of all required training and fulltime service and be discharged under honorable conditions.

On return from a military leave of absence, the employee will be reinstated as required by law. See The Uniformed Services Employment and Reemployment Act ("USERRA"). Failure to comply with the requirement enumerated above or as required by law may jeopardize an employee's reemployment rights.

Upon return from military leave, if the employee has any remaining paid time off, then utilization of this time will fall under the FMBA contract.

Anything over the FSLA limit of 480 hours will be paid in accordance with the most current FMBA agreement in terms of number of days allowed for reimbursement.

APPENDIX G

Captains will follow the monthly drill schedule and insure that all personnel receive the required training to meet NFPA and PEOSH standards for required training.

Headquarters and Engine Co. #31 will conduct drills daily unless otherwise specified. Officers shall coordinate drills so that all personnel are drilling on the same subject matter when combined drills are not being held.

Additional training shall be held for new firefighters at the discretion of Officers depending on need for same.

Give due consideration to inside drills instead of outside drills of a heavy duty type during hot weather. Drills can be conducted in the coolness of the apparatus floor or on shaded streets if practical.

If the real-feel temperature is over 90 degrees, no outside drilling will occur without permission from the Chief of Department.

If the real-feel temperature is under 40 degrees, there will be no flowing of water during drills.

There will be no drilling in the dorms.

Officers should review responsibilities and procedures annually.

Captains should review the duties of Acting Captain with Lieutenants and include the following information:

- Taking charge of quarters and fires, receiving materials, laying out details, bookkeeping and records, inspection of quarters, discipline, what is expected of an officer, carrying out drills with the definite objective of worthwhile training rather than just conducting a drill to comply with the regulations, laying out needed special details, stress responsibility in all operations connected with their duties, etc.
- The object is to bring personnel up-to-date in all operations of the department so that in the future all Lieutenants could take the responsibility to assume the duties of Acting Captain.
- Captains will make sure the Lieutenant understands all that is required of him/her and knows his/her duties.

APPENDIX H

147 Pregnancy Accommodations and Leave Policy

Draft 3/2023

PURPOSE

The primary purpose of this policy is to provide members with guidelines regarding pregnancy, changes in work status before and after the birth of a child, and the appropriate uses of the various forms of leave available to pregnant firefighters.

POLICY

The Ridgewood Fire Department (the "Department") is firmly committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA") and the New Jersey Law Against Discrimination ("NJLAD"). It is the Department's policy not to discriminate against any qualified employee with regard to any terms or conditions of employment because of such individual's disability or perceived disability, pregnancy, childbirth, breastfeeding or pregnancy related medical condition, so long as the individual can perform the essential functions of his/her job with or without reasonable accommodation.

Consistent with this policy of nondiscrimination, the Department will provide reasonable accommodations to a qualified pregnant individual to allow her to perform her job. Accommodations will be made to employees who have made the Department aware of their pregnancy, provided that any such accommodation is reasonable and does not constitute an undue hardship.

Further, the Ridgewood Fire Department fully recognizes eligible employees' rights and responsibilities under the Family and Medical Leave Act, applicable state and local family leave laws.

See the Village of Ridgewood Human Resources Manual for further information on anti-discrimination policy and Americans with Disabilities Act Policy / New Jersey Pregnant Worker's Fairness Act as well as the Family and Medical Leave Act Policy, the New Jersey Family Leave Act Policy and the New Jersey Paid Family Leave Act Policy.

PROCEDURES

It is the policy of the Department to make available to pregnant employees reasonable accommodations in the workplace such as bathroom breaks, breaks for increased water intake, periodic rest, assistance with manual labor, job restructuring or modified duty and temporary transfers to less strenuous or hazardous work when requested by the employee unless the Department can show that such accommodations would cause an undue hardship to its operations.

Accommodations may include leave under the same conditions as offered to employees not pregnant who need accommodations based on a similar inability to work due to a disability.

Pregnancy for purposes of this policy shall mean pregnancy, childbirth or medical conditions related to pregnancy or childbirth including recovery from childbirth.

Accommodations will be made to employees who have made the Department aware of their pregnancy. In this regard, the pregnant firefighter should provide the Chief of Department's office with a note from her doctor

APPENDIX H

documenting the pregnancy, due date, and any restrictions. The information contained within the note and any subsequent doctor orders/notes shall not be shared with anyone other than the Chief of Department's office and The Village's Human Resources Department as it is confidential medical information subject to HIPAA.

Employees must report medical restrictions that do not allow them to perform the essential job functions of the employee's current assignment and position.

Employees will be assigned to duties according to the restrictions documented in writing by their physician. The firefighter's assignment and tour will be determined by the needs of the Department at the Department's sole discretion.

Employees on Modified Duty will not be required to wear a station uniform to work and will be required to dress neatly in department approved attire.

As the pregnancy progresses, any change in the restrictions placed on the firefighter by their doctor must be officially made known to the Chief of Department's office and Human Resources by a doctor's note and, if necessary, the firefighter's assignment will be modified. If, at any time, the firefighter wishes to keep the specifics of her condition private, she may report to the Township's Physician, who will obtain the relevant information from the firefighter's treating physician and then relay the necessary restrictions to the Chief of Department's office and/or Human Resources for implementation in her assignment.

The Chief of Department and the Village will make every attempt to reasonably accommodate the restrictions made in writing by the firefighter's physician.

The Federal Family and Medical Leave Act ("FMLA") and the New Jersey Family Leave Act ("NJFLA") each provide twelve (12) weeks of unpaid, job-protected leave to eligible employees for certain specified reasons, including, but not limited to, leave to bond with a newborn child. Leave under both laws typically runs concurrently (i.e., simultaneously and not one after the other). However, since the NJFLA does not apply to leave taken for one's own serious health condition, any leave taken prior to the birth of the child and any leave taken after the birth that was necessary to recover from the birthing process is designated as FMLA leave and will not count against the employee's NJFLA entitlement. Unless otherwise required by her doctor, FMLA leave based upon the employee's own disability/serious health condition (pregnancy) shall begin (4) weeks before the employee's due date and continue for six (6) weeks following the birth of her child or, in the event of a birth via cesarean section, for eight (8) weeks following the birth of her child. During this time, the employee will not be held to the requirements of the sick leave policy.

After the FMLA leave for the firefighter's own disability/serious health condition, she is also entitled to twelve (12) weeks of unpaid leave pursuant to the NJFLA to bond with her newborn child. This period of leave will run concurrently with any remaining leave she may have under the FMLA. She may take her NJFLA and remaining FMLA leave to bond with her newborn child at any time within a year of your child's birth. This leave may be taken consecutively or on an intermittent leave or reduced leave basis.

Upon request, all personnel (both male and female) may contact the Chief's Office/Human Resources for information regarding the provisions of the Family and Medical Leave Act of the United States Department of Labor (FMLA), as well as the New Jersey Family Leave Act (NJFLA).

Please be advised that this NJFLA leave shall be unpaid. The firefighter may elect to use any accrued unused vacation, sick, personal or compensatory leave time she may have during her otherwise unpaid leave, but she is

APPENDIX H

not required to do so.

In addition, the firefighter may be entitled to paid leave benefits from the State of NJ during her unpaid leave under New Jersey's Family Leave Insurance ("FLI") program. This program is funded by State of NJ payroll deductions and is not administered or paid for by the Department and/or the Village. The Department/Village does not decide the firefighter's eligibility for such benefits. If the firefighter would like to apply for family leave insurance benefits, she is responsible for filing the appropriate paperwork with the State. Information is available online at:

<https://myleavebenefits.nj.gov/labor/myleavebenefits/worker/fli/index.shtml>

As part of the transition back to work, the firefighter may request reasonable accommodations to allow her to perform the essential functions of her job. Such accommodations may include a Recuperative Duty Assignment. The post-partum firefighter shall at all times be kept at full wages, benefits and seniority and shall be considered as on active duty for all computation purposes.

Upon return to active-duty status, the post-partum firefighter shall be placed in the same position, or to an equivalent position, with no loss in salary, benefits, or other terms and conditions of employment which the employee enjoyed prior to her leave and/or modified duty status.

After returning to work, in the case of a firefighter breastfeeding her infant child, accommodations shall include reasonable break time and a suitable room or other location with privacy, other than a toilet stall, in close proximity to the work area for the employee to express breast milk for the child for up to one (1) year following the child's birth.

Upon returning to work after the birth of their child, nursing firefighters will submit a letter to the Chief of Department's office, notifying the Chief of Department that they wish to be given time to express milk during their tour of duty.

The Chief of Department will ensure that an appropriate location is arranged, whether temporary or dedicated, for the firefighter to express breast milk, as needed. Such location will be a place, other than a bathroom, which is shielded from view and free from intrusion from coworkers and the public, and should be used for Fire Department Personnel ONLY. A BATHROOM, even if private, IS NOT PERMISSIBLE. The frequency of breaks needed to express milk, as well as the duration of each break, will likely vary.

All members of the Department will take cognizance of the foregoing and be guided accordingly. Each Company and Chief Officer will be responsible for directing the effective implementation of this order.

APPENDIX A

FF hired after 1/1/11 but before 12/31/14

Firefighter				
	2023	2024	2025	2026
Step #	3.00%	2.75%	2.75%	2.50%
1	\$ 40,304.71	\$41,413.09	\$42,551.95	\$43,615.75
2	41,513.85	42,655.48	43,828.51	44,924.22
3	51,619.05	53,038.58	54,497.14	55,859.56
4	61,724.25	63,421.67	65,165.76	66,794.91
5	71,829.45	73,804.76	75,834.39	77,730.25
6	81,934.64	84,187.85	86,503.01	88,665.59
7	92,039.84	94,570.94	97,171.64	99,600.93
8	102,145.04	104,954.03	107,840.26	110,536.27
9	112,250.24	115,337.12	118,508.89	121,471.61
10	122,355.43	125,720.21	129,177.51	132,406.95
Firefighter/w FF3 certification				
	2023	2024	2025	2026
Step #	3.00%	2.75%	2.75%	2.50%
1	\$ 41,054.71	\$42,163.09	\$43,301.95	\$44,365.75
2	42,263.85	43,405.48	44,578.51	45,674.22
3	52,369.05	53,788.58	55,247.14	56,609.56
4	62,474.25	64,171.67	65,915.76	67,544.91
5	72,579.45	74,554.76	76,584.39	78,480.25
6	82,684.64	84,937.85	87,253.01	89,415.59
7	92,789.84	95,320.94	97,921.64	100,350.93
8	102,895.04	105,704.03	108,590.26	111,286.27
9	113,000.24	116,087.12	119,258.89	122,221.61
10	129,450.65	132,815.21	136,272.51	139,501.95

APPENDIX A

Firefighters hired after 1/1/2015

Firefighter				
	2023	2024	2025	2026
Step #	3.00%	2.75%	2.75%	2.50%
1	\$ 40,304.71	\$ 41,413.09	\$42,551.95	\$43,615.75
2	47,142.27	48,438.68	49,770.75	51,015.02
3	53,979.83	55,464.28	56,989.54	58,414.28
4	60,817.39	62,489.87	64,208.34	65,813.55
5	67,654.95	69,515.46	71,427.14	73,212.82
6	74,492.51	76,541.05	78,645.93	80,612.08
7	81,330.07	83,566.65	85,864.73	88,011.35
8	88,167.63	90,592.24	93,083.53	95,410.61
9	95,005.19	97,617.83	100,302.32	102,809.88
10	101,842.75	104,643.42	107,521.12	110,209.15
11	108,680.31	111,669.02	114,739.92	117,608.41
12	115,517.87	118,694.61	121,958.71	125,007.68
13	122,355.43	125,720.20	129,177.51	132,406.95
Firefighter/w FF3 certification				
	2023	2024	2025	2026
Step #	3.00%	2.75%	2.75%	2.50%
1	\$ 41,054.71	\$ 42,163.09	\$43,301.95	\$44,365.75
2	47,892.27	49,188.68	50,520.75	51,765.02
3	54,729.83	56,214.28	57,739.54	59,164.28
4	61,567.39	63,239.87	64,958.34	66,563.55
5	68,404.95	70,265.46	72,177.14	73,962.82
6	75,242.51	77,291.05	79,395.93	81,362.08
7	82,080.07	84,316.65	86,614.73	88,761.35
8	88,917.63	91,342.24	93,833.53	96,160.61
9	95,755.19	98,367.83	101,052.32	103,559.88
10	102,592.75	105,393.42	108,271.12	110,959.15
11	109,430.31	112,419.02	115,489.92	118,358.41
12	116,267.87	119,444.61	122,708.71	125,757.68
13	129,450.65	132,815.21	136,272.51	139,501.95

APPENDIX A

Captain, Lieutenant, Fire Inspector, SFF Engineer

Fire Captain appointed after January 1, 2000

	2023	2024	2025	2026
Step #	3.00%	2.75%	2.75%	2.50%
1	\$ 149,612.76	\$ 153,727.12	\$157,954.61	\$161,903.48
2	153,563.36	157,786.35	162,125.47	166,178.61
3	157,508.54	161,840.02	166,290.63	170,447.89

Fire Captain appointed prior to January 1, 2000

1	\$ 149,612.76	\$ 153,727.12	\$157,954.61	\$161,903.48
2	157,508.54	161,840.02	166,290.63	170,447.89

Lieutenant appointed prior to January 1, 2000

1	\$ 135,843.05	\$ 139,578.74	\$143,417.15	\$147,002.58
2	\$ 143,302.64	147,243.46	147,243.46	150,924.55

Lieutenant appointed after January 1, 2000

1	\$ 135,813.74	\$ 139,548.62	\$143,386.20	\$146,970.86
2	143,301.84	147,242.64	151,291.81	155,074.11

Firefighter/Inspector in Fire prevention Bureau

	2023	2024	2025	2026
Step #	3.00%	2.75%	2.75%	2.50%
1	\$ 135,762.24	\$ 139,495.70	\$143,331.83	\$146,915.13

Senior Fire Prevention Officer

1	\$ 149,612.65	\$ 153,727.00	\$157,954.49	\$161,903.35
2	\$ 157,507.60	161,839.06	166,289.63	170,446.87

Senior FF Engineer

1	\$ 133,034.34	\$ 136,692.79	\$140,451.84	\$143,963.13
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Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2023 thru 12/31/2026.

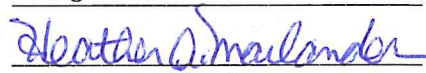
Employer: Village of Ridgewood

County: Bergen

Date: 8/14/2024

Name: Heather A. Mailander
Print Name

Title: Village Clerk


Signature