

AGREEMENT

BETWEEN

THE TOWNSHIP OF MAPLEWOOD, NEW JERSEY

- and -

FIREFIGHTERS' MUTUAL BENEVOLENT ASSOCIATION.

LOCAL NO. 25

January 1, 2012 - December 31, 2015

* * *

Prepared By:

Genova Burns Giantomasi & Webster

494 Broad Street

Newark, New Jersey 07102

Labor Counsel to the Township of Maplewood

INDEX

ARTICLE I. RECOGNITION1

ARTICLE II. DUES CHECK-OFF AND INDEMNIFICATION2

ARTICLE III. ACCESS.....3

ARTICLE IV. BULLETIN BOARD.....4

ARTICLE V. PROBATIONARY EMPLOYEES5

ARTICLE VI. SENIORITY6

ARTICLE VII. DISCIPLINE AND DISCHARGE7

ARTICLE VIII. MANAGEMENT RESPONSIBILITY.....8

ARTICLE IX. RULES AND REGULATIONS9

ARTICLE X. GRIEVANCE PROCEDURE AND ARBITRATION 10

ARTICLE XI. WORK WEEK 13

ARTICLE XII. OVERTIME 14

ARTICLE XIII. EXCHANGE OF SHIFTS 15

ARTICLE XIV. NO DISCRIMINATION 16

ARTICLE XV. HOLIDAYS 17

ARTICLE XVI. VACATIONS 18

ARTICLE XVII. INJURY LEAVE..... 20

ARTICLE XVIII. INSURANCE 21

ARTICLE XIX. LEAVE OF ABSENCE 22

ARTICLE XX. MILITARY LEAVE..... 23

ARTICLE XXI. SICK LEAVE AND PERSONAL LEAVE..... 24

ARTICLE XXII. FMBA BUSINESS LEAVE 26

ARTICLE XXIII. FUNERAL LEAVE.....	27
ARTICLE XXIV. CLOTHING ALLOWANCE.....	28
ARTICLE XXV. WAGES.....	29
ARTICLE XXVI. ACTING OFFICERS.....	30
ARTICLE XXVII. PERFORMANCE OF FIRE RELATED DUTIES.....	31
ARTICLE XXVIII. PERSONNEL RECORDS.....	32
ARTICLE XXIX. SAFETY.....	33
ARTICLE XXX. SEVERABILITY.....	34
ARTICLE XXXI. EMBODIMENT OF AGREEMENT.....	35
ARTICLE XXXII. FMBA ROOM.....	36
ARTICLE XXXIII. BASE PAY ADJUSTMENTS FOR BUREAUS OF FIRE PREVENTION, MOTORS AND TRAINING.....	37
ARTICLE XXXIV. LONGEVITY.....	38
ARTICLE XXXV. AGENCY SHOP.....	40
ARTICLE XXXVI. TUITION REIMBURSEMENT.....	43
ARTICLE XXXVII. ATTENDANCE REWARD PROGRAM.....	45
ARTICLE XXXVIII. FIREFIGHTER-EMTs.....	47
ARTICLE XXXIX. TERMINATION CLAUSE.....	49
SIGNATURE PAGE.....	50

THIS AGREEMENT entered into this ____ day of _____ 2012, by and between:

THE TOWNSHIP OF MAPLEWOOD, NEW JERSEY,

(hereinafter referred to as the "Township" or the "Employer")

and

FIREFIGHTERS' MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO.
25,

(hereinafter referred to as the "FMBA")

WITNESSETH

ARTICLE I. RECOGNITION

A. The Township hereby recognizes the FMBA as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all uniformed Firefighters, Firefighter-EMTs, Captains and Deputy Chiefs.

B. Unless otherwise indicated, the term "firefighter," "firefighters," "firemen," "employee," or "employees" when used in this Agreement refer to all persons represented by the FMBA in the above-defined negotiating unit.

ARTICLE II. DUES CHECK-OFF AND INDEMNIFICATION

A. Upon receipt of proper written authorization, the Township shall deduct FMBA dues on a pro-rata basis and shall remit the monies collected to the FMBA once each month. The FMBA agrees to indemnify and hold harmless the Township, its officers or employees, from any causes of action, claims, loss or damages incurred as a result of this Article.

B. All deductions under the Article shall be subject to revocation by the employees who executed such assignments, upon giving written notice to that effect. Such notice shall be given to the FMBA and the Township Treasurer. The Township Treasurer shall thereafter cease withholding any monies whatever under such check-off authorization. Dues deduction will cease on the first January 1 or July 1 following notification of revocation, whichever date occurs first after the notice of revocation.

C. Assignees shall have no right or interest whatsoever in any money authorized to be withheld until such money is actually paid over to them. The Township or any of its officers and employees shall not be liable for any legitimate delay in carrying out such deduction. Dues deduction shall be personally received by a duly authorized agent of the FMBA who shall sign a receipt for same.

ARTICLE III. ACCESS

A duly authorized representative of the FMBA, designated in writing, after reporting to the office of the Chief, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Upon request, the FMBA representative shall have the right to meet with the chief or the officer in charge and state the purpose of his visit. Except in an emergency, at least two (2) hours advance notice must be given. Such visit shall not be permitted to interfere with, hamper or obstruct normal operations.

ARTICLE IV. BULLETIN BOARD

The FMBA shall have the use of a bulletin board in all firehouses for the posting of notices relating to meetings and official business of the FMBA only. Any other notices to be posted shall be submitted to the Chief.

ARTICLE V. PROBATIONARY EMPLOYEES

New employees shall remain probationary until after completion of three hundred sixty-five (365) calendar days of service from the date of last hiring. Upon completion of said period, such employees shall enjoy seniority status from the date of last hiring. Employees shall have no seniority rights during this probationary period. Probationary employees are not to be included in the scheduling of overtime for the first ninety (90) days after their completion of all required introductory training. Introductory training shall be defined as Firefighter I and/or in-house training, which includes EMS. Probationary employees employment may be terminated at any time in the sole discretion of the Township. Discharges during the probationary period shall not be subject to the grievance and arbitration procedure during the first one hundred eighty-two (182) days of employment.

ARTICLE VI. SENIORITY

A. Seniority is defined to mean the accumulated length of continuous service with the Township, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by a physician of the Township's choice not in excess of six (6) months. In cases of work-connected injury, an employee shall retain seniority until such time as determined by medical certification that he is unable to resume his full responsibility.

B. The following causes for termination of seniority shall be determined by the Chief or his designee:

(1) Absence for illness or non-connected work injury for more than one (1) continuous year;

(2) Voluntary layoff for longer than six (6) consecutive months.

C. In the event of layoffs, they shall be implemented in accordance with N.J.S.A. 40A:14-25.

ARTICLE VII. DISCIPLINE AND DISCHARGE

A. It is agreed that nothing herein shall in any way prohibit the Township from discharging or otherwise disciplining any employee, regardless of his seniority, for just cause.

B. Employment shall be automatically terminated if an employee is discharged or resigns. Absent extenuating circumstances, the following may be causes for immediate termination:

- (1) Failure to return promptly upon expiration of authorized leave;
- (2) Absence for five (5) consecutive working days without leave of notice.

C. Summary discharge may be invoked by the Township for cause including, but not limited to, drunkenness on the job, use of narcotics, dishonesty, careless use or abuse of Township property, insubordination, negligence in the performance of duties and incompetence or undue absences.

D. In the event that a suspended or discharged employee feels that he has been unjustly dealt with, said employee or the FMBA, with permission of the employee, shall have the right to file a grievance which must be in writing, within ten (10) working days, Saturdays, Sundays and holidays excluded, from the time of suspension or discharge. Said complaint will be treated as a grievance, subject to the grievance and arbitration proceedings herein provided. If no complaint is filed within the time specified, then said suspension or discharge shall be deemed to be absolute.

E. In the event of non-summary discharge, the employee shall remain on the job pending the outcome of the grievance and arbitration procedure.

ARTICLE VIII. MANAGEMENT RESPONSIBILITY

It is recognized that the management of the Fire Department, the control of its properties and the maintenance of order and efficiency, are solely responsibilities of the Township. Accordingly, the Township retains the following rights, except as specifically provided in this Agreement, including, but not limited to, selection and direction of the force; to hire, suspend or discharge for just cause; to make reasonable and binding rules which shall not be inconsistent with this Agreement; to assign, promote, demote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide on the number and location of facilities; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials; and to purchase services of others, contract or otherwise.

ARTICLE IX. RULES AND REGULATIONS

A. The Chief may establish and enforce binding rules and regulations in connection with the operation of the Fire Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Prior to the promulgation of such rules, the Township shall submit them to the FMBA seventy-two (72) hours in advance of same for any recommendation or suggestion to which the Township will give due consideration. Copies shall be furnished to the FMBA. It is understood that application of this Agreement shall not in any way hamper enforcement of the Departmental rules and regulations.

B. It is understood that employees shall comply with all rules and regulations of the Department, and order of directions issued by the Chief or his designee, from time to time. Employees shall promptly and efficiently execute the instructions and orders of superior officers. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article X of this Agreement.

C. In the event that an employee or employees shall refuse to comply with a rule or regulation or shall refuse to execute promptly and efficiently an instruction or order of a superior officer, appropriate action shall be within the province of the superior officer within the framework of Department rules and regulations, subject only to the right of employees to file a grievance.

ARTICLE X. GRIEVANCE PROCEDURE AND ARBITRATION

A. In the event that any difference or dispute should arise between the Township and the FMBA or its members employed by the Township over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the grievance is filed within ten (10) working days of its occurrence:

Step One - Upon receipt of the grievance, there shall be a meeting between the grievant's supervisor and the grievant (with or without the FMBA representative) prior to the conclusion of the next shift. The supervisor shall formally respond to the grievance by the conclusion of the same shift.

Step Two - If no satisfactory agreement is reached at Step One, the FMBA Grievance Committee shall have three (3) working days from receipt of the supervisor's decision to appeal in writing. The FMBA Grievance Committee shall meet with the Chief within three (3) working days after receipt of the appeal and the Chief shall issue a written decision within three (3) working days thereafter.

Step Three - If no satisfactory agreement is reached at Step Two, the FMBA Grievance Committee shall have three (3) working days from receipt of the Chief's decision to appeal in writing to the Township Administrator. The Township Administrator or his/her designee shall meet with the grievant and the FMBA representative within five (5) business days of the receipt of the appeal. The Township Administrator shall render a decision within five (5) business days of this meeting.

Step Four - If no satisfactory agreement is reached at Step Three, the FMBA Grievance Committee shall have three (3) working days from receipt of the Administrator's decision to

appeal in writing to the Public Safety Committee of the Township Committee, by providing written notice to the Township Clerk. The Public Safety Committee shall schedule a meeting with the Grievance Committee within fifteen (15) working days and shall render a written decision within fifteen (15) calendar days of this meeting.

Step Five - If no satisfactory agreement is reached at Step Four, the matter may be referred to arbitration by the Township or the FMBA only.

B. Either party may, within seven (7) working days after the decision at Step Four, request the New Jersey Public Employment Relations Commission to submit a list of arbitrators from which the parties may select an arbitrator. A copy of this request must be filed with the other party to the grievance. The arbitrator shall be limited to the issues presented, and shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to establish or change any wage rate. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees and other expenses shall be borne by the parties respectively.

C. It is specifically understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance: (a) involves the existence of alleged violations of any Agreement other than the present Agreement between the parties; (b) involves issues which were discussed at negotiations, but not expressly covered by the terms and conditions of this Agreement; (c) involves claims of violations of an allegedly implied or assumed obligation; (d) would require an arbitrator to rule on, consider or decide the appropriate hourly or salary rate of pay negotiated between the parties, or the method by which his pay shall be determined; (e) would require an arbitrator to consider, rule on, or decide any of the following (i) the level, title or other designation of an employee's job classification, or (ii) the right of management to

assign or reassign work, provided such assignment does not conflict with Article XXII; (f) pertains in any way to the establishment, administration, interpretation or application of insurance, pension, savings or other benefit plans in which covered employees are eligible to participate; (g) involves discipline or discharge of employees who have not satisfactorily completed the designated probationary period.

D. Nothing contained herein, where arbitration is not obtainable, shall prevent or bar the FMBA or aggrieved employee from seeking redress through litigation in the courts.

E. If a decision is not rendered by the Township within the time limits presented for a decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied and the grievant may advance to the next step. If a decision is not appealed by the Union within the time limits herein set forth at any step in the grievance procedure, then the grievance shall be deemed to have been abandoned. Once abandoned, the Union may not re-file the same grievance unless there are substantial differences in circumstances or the involved parties.

F. Either party may request an extension of time, in writing, to the other party. Both parties must agree to the extension for it to be granted.

G. For purposes of the grievance procedure, the supervisor in Step 1 shall be defined as the grievant's platoon commander. If the grievant is the platoon commander, the supervisor shall be considered the Fire Chief.

ARTICLE XI. WORK WEEK

It is understood and agreed that the normal workweek for unit employees performing firefighting duties shall be an average forty-two (42) hours computed over the period of an eight (8) week cycle as per ordinance. Firefighters shall work a 24/72 work schedule pursuant to the following eight (8) day rotation: 24 hours on duty; 72 hours off duty; 24 hours on duty; and 72 hours off duty. Present work schedules shall be maintained; subject to changes by mutual consent.

ARTICLE XII. OVERTIME

A. Employees who are held beyond the change of shifts at 8:00 a.m. or 6:00 p.m. shall be paid for overtime at the following rates:

(1) Up to 15 minutes - 1/4 hour overtime payment computed at one and one-half times the hourly rate.

(2) Up to 30 minutes - 1/2 hour overtime pay computed at one and one-half times the hourly rate.

(3) Between 30 minutes and one hour - one hour overtime payment computed at one and one-half times the hourly rate.

B. Employees who are brought into work in cases of emergency shall also be paid for overtime at one and one-half times the hourly rate and shall be guaranteed a minimum of four hours work. This minimum shall not apply when the overtime is immediately before or after a worked shift, in which case only the additional hours worked shall be paid at an overtime rate.

C. Employees shall be recalled in time of emergency in accordance with their response time. All members shall make every effort to make themselves available for emergency recalls and shall file with the Chief current telephone numbers and/or beeper numbers to be used for emergency recall purposes.

ARTICLE XIII. EXCHANGE OF SHIFTS

A firefighter, with the approval of the Chief or the officer in charge, not less than one (1) day in advance, except in cases of emergency, may arrange to exchange shifts with another employee so long as there is no additional cost to the Township.

ARTICLE XIV. NO DISCRIMINATION

The Employer agrees that there shall be no discrimination or favoritism for reasons of race, creed, color, gender, religion, national origin, ancestry, age, marital status, affectional or sexual orientation, genetic information, sex, atypical hereditary cellular or blood trait, service in the Armed Forces of the United States, nationality, refusal to submit to a genetic test or make available the results of a genetic test or handicap or perceived handicap, political affiliation, Union membership or lack of Union membership or participation in or lack of participation in legal Union activities.

ARTICLE XV. HOLIDAYS

A. The Township will recognize the following holidays. Employees will not have time off for a holiday but shall continue working their normal tours of duty. Every employee who is actively employed on the date of one of the cited holidays shall receive 8.4 hours of straight time hourly pay.

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

B. Employees assigned to the Fire Bureau as of January 1, 2003 will receive holiday pay as all other employees and will receive the time off for holidays that fall on workdays. Any employee who is assigned to the Fire Bureau after January 1, 2003 and the employee who is promoted to the new Captain position in the Fire Bureau shall receive the holiday pay as all other employees of the Department and shall not receive time off for holidays that fall on workdays.

ARTICLE XVI. VACATIONS

Vacations shall be granted to officers and members of the Fire Department in accordance with the memo entitled Vacation Rules dated October 1, 2002 as posted by the Chief of the Fire Department or as amended by mutual agreement between the Township and the FMBA to the extent that the terms are negotiable and do not impinge upon managerial prerogative. If these rules are contrary to the specific terms of this Agreement, this Agreement shall prevail. There shall be no more than one (1) employee off per platoon at any given time and he shall receive his regularly scheduled three (3) off days prior to the start of his vacation. Vacations shall be taken throughout the year. The following is the vacation schedule:

A. Persons employed prior to August 1st in any calendar year shall in that year receive a vacation of one (1) day for each month of consecutive service, up to August 1st.

B. Persons employed after August 1st in any calendar year shall, in the next succeeding calendar year, receive a vacation of one (1) day for each month of consecutive service from the date of employment to the date of commencement of vacation, but in no event more than ten (10) working days' vacation.

C. Persons employed from one (1) to three (3) consecutive years shall receive a vacation of two (2) calendar weeks, plus two (2) days.

D. Persons who have completed three (3) consecutive years of service with the municipality through ten (10) consecutive years of service shall, in the calendar year following the year in which such three (3) consecutive years of service are completed, receive a vacation of three (3) calendar weeks.

E. Persons who have completed ten (10) consecutive years of service with the municipality through fifteen (15) consecutive years of service shall, in the calendar year

following the year in which such ten (10) consecutive years of service are completed, receive a vacation of three (3) calendar weeks plus two (2) days.

F. Persons who have completed fifteen (15) consecutive years of service with the municipality through twenty (20) consecutive years of service shall, in the calendar year following the year in which such fifteen (15) consecutive years of service are completed, receive a vacation of four (4) calendar weeks.

G. Persons who have completed twenty (20) consecutive years of service with the municipality shall, in the calendar year following the year in which such twenty (20) consecutive years of service are completed, receive a vacation of four (4) calendar weeks plus two (2) days.

H. As stated in Article XI, firefighters shall work a 24/72 work schedule pursuant to an eight (8) day cycle.

1. By way of example for purposes of vacation calculations, a one-week vacation shall be comprised of two 24-hour shifts over the course of an eight-day work cycle.

2. By way of example for purposes of vacation calculations, if a firefighter is entitled to two additional vacation days beyond the two, three or four week vacation periods, the two additional vacation days shall be comprised of: (i) two day shifts of ten hours each (8:00 a.m. until 6:00 p.m.); or (ii) two night shifts of fourteen hours each (6:00 p.m. until 8:00 a.m.); or (iii) one day shift and one night shift.

ARTICLE XVII. INJURY LEAVE

A. Whenever an employee shall be injured in the line of duty from any cause so as to be physically unfit for duty, the Township shall grant a leave of absence with pay during the period of temporary disability as defined by the Workers' Compensation Law of the State of New Jersey.

B. Any temporary disability payments from Workers' Compensation insurance received by the employee shall be credited toward the pay referred to above.

C. The Township may require that the injury or disability be evidenced by a certificate of a physician designated by the Township to examine the employee whenever in its judgment such examination is deemed appropriate. In addition the Township may require that the employee obtain a certificate of a physician designated by the Township indicating that the employee is fit to return to duty.

ARTICLE XVIII. INSURANCE

A. Employees and eligible members of their family shall be entitled to full coverage for major medical insurance under the New Jersey State Health Benefit Plan. Employees shall contribute toward the plan cost, in an amount consistent with that required by P.L. 2011, c.78 and P.L. 2010, c.2.

B. The Township shall provide to the members and eligible members of their family dental insurance substantially similar to Horizon Dental Option Plan 96593-00.

D. All other insurance benefits common to all members of the union in effect as of January 1, 2007 shall be maintained for the duration of this contract.

E. The Township reserves the right to change insurance providers provided that the new provider has substantially similar benefits, and the Township consults with the union after allowing the union to review the proposed benefit package for a minimum of thirty (30) days.

ARTICLE XIX. LEAVE OF ABSENCE

A. Any permanent employee desiring leave of absence without pay from his employment shall request such leave in writing, stating the reason for the leave, and must receive permission in writing from the Township in order for it to be effective. The maximum leave of absence shall be for ninety (90) days and may be extended for a like period by the Township Administrator. During the period of absence, the employee shall not engage in any gainful employment without the consent of the Township Committee. An employee who fails to comply with this provision shall be subject to disciplinary action. Seniority shall be retained, but shall not accrue during such leaves. Time on leave shall not be counted in computing service for vacation purposes. The employee must make suitable arrangements for continuation of any and all health, disability and other payments, if any, before the leave may be approved by the Township. The Township shall have the right to require an employee returning from leave of absence for illness or injury to undergo a physical examination by a Township designated physician before he is returned to the job. An employee shall be allowed a maximum of six (6) months leave without pay during the term of this Agreement, unless said term is extended in writing by the Township.

B. At the Chief's discretion and subject to scheduling of available manpower, an employee may request use of previously accrued vacation leave to care for a sick member of his immediate family.

ARTICLE XX. MILITARY LEAVE

A. Any regular employee who is a member of the National Guard or the U.S. Armed Forces Reserves and is called into active service shall be given a leave of absence for, and will accumulate seniority during such period of service not to exceed four (4) years. Upon the termination of such service he will be reemployed at the rate of pay prevailing for work to which he is assigned at the time of his reemployment, provided, however, he has not been dishonorably discharged, his job or a comparable job is available, he is physically, mentally and emotionally able to perform such work, and he makes written application for reinstatement within ninety (90) days after discharge.

B. Any employee required to be absent from work because of Annual Active Duty Training shall receive the difference between base rate for military duty and their regular straight-time rate for such Annual Active Duty Training; proof of required service and of pay received may be requested by the Chief.

C. Any regular employee who is a member of the National Guard or the Reserves in the Armed Forces and is called into active service during times of a declared national or statewide emergency shall receive the difference between base rate for military duty and their regular straight-time rate for such emergency service for a period of up to one year. Proof of required service and of pay received may be requested by the Township.

ARTICLE XXI. SICK LEAVE AND PERSONAL LEAVE

A. Whenever an employee is injured, ill or disabled, other than in the line of duty, the Township shall grant the employee on an annual basis a total leave of absence in accordance with the following schedules:

1. For employees hired before January 1, 2003 up to: (i) thirty (30.0) workdays at full pay; and (ii) thirty (30.0) workdays at one-half (1/2) the prevailing rate of pay.

2. Full time employees hired after January 1, 2003:

Seventh Grade 13.5 days per year

Sixth Grade 13.5 days per year

Fifth Grade 13.5 days per year

Fourth Grade 18.5 days per year

Third Grade 23.5 days per year

Second Grade 28.5 days per year

First Grade 30.0 days per year

In addition, to the above-mentioned days, full time employees hired after January 1, 2003 will receive thirty (30.0) workdays at one-half (1/2) the prevailing rate of pay.

B. An employee out as a result of said injury, illness or disability shall not lose any vacation due to the employee.

C. Sick leave shall not accumulate from year to year. There will be no pay out of unused sick time at separation of service or at retirement.

D. Sick time is advanced at the beginning of the year, with the exception of the first year of employment, therefore, if an employee separates from service or retires and has used more sick time than they earned at that point in the year, they shall pay to the Township the equivalent of the unearned sick time. Such payment shall be deducted from the employee's last paycheck.

E. Effective January 1, 2012, members of the Union shall have a total of four (4) shifts off for personal leave time, which shall be comprised of three (3) shifts of their choice and one (1) ten (10) hour shift. In return, the maximum full-time sick days shall be reduced from thirty (30) days to twenty-nine and a half (29.5) days.

ARTICLE XXII. FMBA BUSINESS LEAVE

A. Meetings between representatives of the Township and of the FMBA for the negotiation of terms of the Agreement or the handling of grievances as prescribed herein should be scheduled, whenever practicable, during non-working time of all affected employees. In the event an employee is on duty, he shall be excused to attend all negotiation sessions except in case of emergency.

Those eligible for FMBA leave shall be President, Delegate, Vice-President or FMBA designee. The President and State Delegate shall be permitted to attend all State meetings held during working hours.

B. Leaves of absence with pay to attend and serve as delegates to conventions of the FMBA may be granted in writing to not more than six (6) unit employees during a calendar year, with the extent of the leave limited to five (5) days per delegate, contingent upon available manpower to the Township. Application for leave shall be made in writing not less than two (2) weeks in advance. The parties also agree to be bound by the provisions of the N.J.S.A. 40A:14-177, where applicable.

C. Unjustified failure of an employee to return to work promptly upon the expiration of authorized leave may subject the employee to disciplinary action in accordance with Departmental rules and regulations.

ARTICLE XXIII. FUNERAL LEAVE

A regular full-time employee shall be excused from work because of death in his immediate family as defined below, and shall be paid his regular rate of pay for the scheduled working day, not to exceed three (3) calendar days missed during the first seventy-two (72) hours following the death. In the event that the day of the burial occurs subsequent to the seventy-two (72) hours immediately after death, the employee shall also be excused from his one (1) scheduled tour of duty on the day of the burial. Immediate family is defined to mean parents, children, spouse, brother or sister, father-in-law or mother-in-law, as well as grandfather or grandmother. One (1) scheduled tour of duty shall be allowed in the event of the death of an aunt or uncle. Special and other cases will be referred to the Chief and, acted on as heretofore.

ARTICLE XXIV. CLOTHING ALLOWANCE

A. Employees covered by this Agreement shall receive a total clothing allowance of \$1,000.00 per year during the term of this contract. Fifty (50%) percent will be paid in the spring of the year; and fifty (50%) percent will be paid in the fall of the year.

B. Work jackets heretofore supplied every two (2) years by the Township shall be purchased by the employee. The Township shall supply boots, turnout coats, bunker pants, nomex hoods, helmet, face shields, gloves, flashlight and the initial EMS equipment to those assigned to EMS duties, such as; a jacket, stethoscope, penlight and equipment holster. The Township shall replace the above uniforms, gear and equipment upon the items being turned into the Fire Chief.

The Township shall supply the initial class A uniform for employees ninety (90) days from the date of hire. Additional maintenance and replacement of the class A uniform shall solely be the responsibility of the employee.

ARTICLE XXV. WAGES

A. Salaries for all employees covered by this Agreement shall be as follows, retroactive to January 1, 2012:

	Effective 1/1/12	Effective 1/1/13	Effective 1/1/14	Effective 1/1/15
Deputy Chief	\$114,029.30	\$116,309.88	\$118,636.08	\$121,008.80
Captain	\$99,618.09	\$101,610.45	\$103,642.66	\$105,715.51
1st Grade Firefighter	\$85,736.95	\$87,451.69	\$89,200.72	\$90,984.73
2nd Grade Firefighter	\$75,584.64	\$77,096.33	\$78,638.26	\$80,211.03
3rd Grade Firefighter	\$66,634.50	\$67,967.19	\$69,326.53	\$70,713.06
4th Grade Firefighter	\$58,744.17	\$59,919.05	\$61,117.43	\$62,339.78
5th Grade Firefighter	\$51,788.13	\$52,823.90	\$53,880.37	\$54,957.98
6th Grade Firefighter	\$45,655.78	\$46,568.90	\$47,500.27	\$48,450.28
7th Grade Firefighter	\$40,249.59	\$41,054.58	\$41,875.67	\$42,713.18

B. Paychecks shall be given to employees who are going off duty the day before payday and who are scheduled to be off duty on payday the day prior to payday at 1800 hours if the Township has received the checks at that time from ADP.

C. Base Pay: Longevity pay and holiday pay will be rolled into base pay for all purposes as required by law, including pension calculations. The parties recognize that: (i) holiday pay will not be included in base pay for purposes of overtime calculations; (ii) longevity pay will be rolled into base pay for purpose of the hourly base rate, pension calculations and overtime calculations; and (iii) holiday pay will be rolled into base pay for purposes of pension calculations.

ARTICLE XXVI. ACTING OFFICERS

Whenever any firefighter or Captain is required to serve as an acting Captain or acting Deputy Chief, he shall, from the first day of such service in each calendar year, receive the prevailing rate of Captain or Deputy Chief's pay. This shall occur on a day-to-day rotating basis for all senior firefighters.

ARTICLE XXVII. PERFORMANCE OF FIRE RELATED DUTIES

No firefighter of the Fire Department shall be assigned to perform any duty which is unrelated to fire fighting, fire prevention, care and maintenance of fire fighting equipment, Firefighter-EMT duties as set forth in Article XXXVIII, and all other fire related duties which have heretofore been performed.

ARTICLE XXVIII. PERSONNEL RECORDS

A. Every member shall be given a copy of any pertinent document whether beneficial or detrimental to his position, which is inserted in his personnel file, except confidential medical information.

B. Employees shall have the right from time to time to make reasonable requests to review the contents of their personnel file, except confidential medical information. Such reviews shall be conducted in the presence of the Chief or his designee.

ARTICLE XXIX. SAFETY

A. During the term of the Agreement, a safety committee composed of representatives from the Township and the FMBA shall meet whenever necessary.

B. Safety rules shall be promulgated by the Township after discussion with and review by the FMBA. Whenever changes in safety rules are to be established, they shall be discussed and agreed to with the FMBA. The Township reserves the right to establish safety rules subject to negotiating the impact of these rule changes on the membership.

C. Failure by employees to abide by safety regulations will result in disciplinary action.

D. The FMBA may submit proposed changes in safety regulations which shall be reviewed with representatives of the Township to determine the feasibility and impact of implementation. The final approval of any suggested rule changes is reserved to the Township.

ARTICLE XXX. SEVERABILITY

In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby, but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

ARTICLE XXXI. EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining.

ARTICLE XXXII. FMBA ROOM

The Chief shall make available a room in Fire Headquarters when requested by the FMBA in order for it to conduct its meetings. The FMBA shall also have an office at Fire Headquarters which it shall maintain.

ARTICLE XXXIII. BASE PAY ADJUSTMENTS FOR BUREAUS OF FIRE PREVENTION,
MOTORS AND TRAINING

A. The firefighters who are assigned to these positions by the Chief of the Fire Department shall receive base pay adjustments, as follows:

	Effective 1/1/12	Effective 1/1/13	Effective 1/1/14	Effective 1/1/15
Deputy Chief/Executive Officer	\$5,036.44	\$5,137.17	\$5,239.92	\$5,344.71
Captain/Inspector Deputy	\$2,421.07	\$2,469.49	\$2,518.88	\$2,569.26
Chief/Apparatus or Captain/Apparatus	\$5,036.44	\$5,137.17	\$5,239.92	\$5,344.71
Firefighter/Mechanic	\$3,645.14	\$3,718.05	\$3,792.41	\$3,868.26
Training Officer	\$2,032.83	\$2,073.49	\$2,114.96	\$2,157.25

ARTICLE XXXIV. LONGEVITY

A. In addition to the annual salary schedule contained in this Agreement, all officers and firefighter covered by this Agreement shall be entitled to be paid longevity pay.

B. Firefighters Hired Prior to December 23, 1999 -- Longevity pay shall commence after five (5) years of continuous service and subsequent five (5) year periods of continuous service shall increase the member's longevity pay two percent (2%) until a maximum of ten percent (10%) is realized. The following scale shall be used in calculating longevity:

Fifth Anniversary: 2%

Tenth Anniversary: 4%

Fifteenth Anniversary: 6%

Twentieth Anniversary: 8%

Twenty-Fifth Anniversary: 10%

Effective January 1, 2009, firefighters who complete their 24th consecutive year of service shall receive the maximum longevity allowable under this Article.

C. Firefighters Hired on December 23, 1999 and Thereafter - - Longevity pay shall commence after five (5) years of continuous service, and subsequent five (5) year periods of continuous service shall increase the member's longevity pay by the amount of \$800.00 until a maximum of \$4,000.00 is realized. The following scale shall be used in calculating longevity:

Completion of five consecutive years of service: \$800.00

Completion of ten consecutive years of service: \$1,600.00

Completion of fifteen consecutive years of service: \$2,400.00

Completion of twenty consecutive years of service: \$3,200.00

Completion of twenty-five consecutive years of service: \$4,000.00

Effective January 1, 2009, firefighters who complete their 24th consecutive year of service shall receive the maximum longevity allowable under this Article.

ARTICLE XXXV. AGENCY SHOP

Section 1:

Purpose of Fee: If an employee covered by this Agreement does not become a member of the FMBA during any membership year (i.e., from January to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the FMBA for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the FMBA as majority representative.

Section 2:

Amount of Fee:

(a) Notification: Prior to the beginning of each membership year, the FMBA will notify the Township in writing of the amount of the regular membership dues, initiation fees and assessments charged by the FMBA to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

(b) Legal Maximum: In order to adequately offset the per capita cost of service rendered by the FMBA as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the FMBA to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the membership year immediately following the effective date of the change.

Section 3

Deduction and Transmission of Fee:

(a) Notification: Once during each membership year covered in whole or in part by this Agreement, the FMBA will submit to the Township a list of those employees who have not become members of the FMBA for the then current membership year. The Township will deduct from the salaries of such employees, in accordance with paragraph "B" below, the full amount of the representation fee and promptly will transmit the amount so deducted to the FMBA.

(b) Payroll Deduction Schedule: The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid: (1) Ten (10) days after receipt of the aforesaid list by the Township; or (2) Twenty (20) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Township in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later.

(c) Termination of Employment: If an employee who is required to pay a representation fee terminates his or her employment with the Township before the FMBA has received the full amount of the representation fee to which it is entitled under this Article, the Township will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

(d) Mechanics: Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the FMBA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to FMBA.

(e) Changes: The FMBA will notify the Township in writing of any changes in the list provided for in paragraph 'A' above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Township received said notice.

(f) New Employees: On or about the last day of each month, beginning with the month this Agreement becomes effective, the Township will submit to the FMBA a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

Section 4: The FMBA agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share," if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.4, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the FMBA. Such proceedings shall provide for an appeal by either the FMBA or the employee to the review board established for such purpose by the Governor in accordance with N.J.S.A. 34:13A-5.4, as amended.

ARTICLE XXXVI. TUITION REIMBURSEMENT

A. Effective, January 1, 2009, the Township shall reimburse all members for tuition for any course that is directly related to firefighting and EMS duties, including required core curriculum courses for a Fire Science degree. All courses must be approved by the Chief and successfully completed to be eligible for reimbursement. A minimum of a "C" grade is necessary for successful completion in courses where such grades are awarded.

B. An account with \$8000.00 per year will be available to provide for reimbursement to those members that take part in this process. Reimbursement periods are as follows: Spring Semester (Jan. 1 - May 31), Summer Semester (June 1 - Aug. 31), Fall Semester (Sept. 1 - December 31). The Township shall reimburse firefighters for tuition up to a maximum of \$1000.00 per firefighter per semester.

C. Funds shall be disbursed in the following manner:

(1) Spring Semester - \$4000.00 shall be allocated for this time period. In the event that multiple members take part in the tuition reimbursement process and disbursement of funds is in excess of the balance allocated for this time period, funds shall be disbursed in a pro-rata fashion not to exceed \$4000.00. Funds not disbursed in the Spring Semester shall be rolled over and available for the Summer Semester.

(2) Summer Semester - \$4000.00 plus any unused funds from the Spring Semester shall be allocated for this time period. In the event that multiple members take part in the tuition reimbursement process and disbursement of funds is in excess of the balance allocated for this time period, funds shall be disbursed in a pro-rated fashion not to exceed \$4000.00 plus any unused funds from the Spring Semester.

Funds not disbursed in the Summer Semester shall be rolled over and available for the Fall Semester.

(3) Fall Semester – The balance of funds remaining at the end of the Summer Semester shall be rolled into the Fall Semester. In the event that multiple members take part in the tuition reimbursement process and disbursement of funds is in excess of the balance allocated for this time period, funds shall be disbursed in a pro-rated fashion not to exceed the remaining balance allocated for the year. Any funds not disbursed by the end of the Fall Semester will not be carried into the following year.

D. To ensure reimbursement by the end of each semester, firefighters requesting reimbursement for tuition shall submit the appropriate documentation to the Chief or his designee by the following dates:

Spring Semester – May 16

Summer Semester – August 16

Fall Semester – December 16

Appropriate documentation shall include a course description and proof of successful completion as noted in Section A of this article.

ARTICLE XXXVII. ATTENDANCE REWARD PROGRAM

A. Firefighters will earn one (1) attendance reward day (ARD) for every three (3) months of perfect attendance. Time may be earned in the following periods only:

1. January 1 - March 31
2. April 1 - June 30
3. July 1 - September 30
4. October 1 - December 31

B. ARDs earned before 2003 shall be allowed according to the following:

9 members on duty	2 members may take an ARD during each shift (See D. below)
8 members on duty (Reduction in members on duty to sickness and/or vacation only)	1 member may take an ARD during each shift (See D. below)

C. For ARDs earned in 2003 and thereafter, in addition to the above these days shall be allowed according to the following:

7 members on duty (Reduction in members on duty due to sickness and/or vacation only)	1 member may take an ARD during each shift (See D. below)
--	--

D. By way of example and pursuant to the 24/72 work schedule, one ARD earned in accordance with this Article shall constitute: (i) one day shift of ten hours in duration (8:00

a.m. until 6:00 p.m.); or (ii) one night shift of fourteen hours in duration (6:00 p.m. until 8:00 a.m.).

E. When adequate shift coverage exists, the Fire Chief may request any employee who has more than 4 ARDs accrued to take the time off. If an employee has accrued 8 ARDs and is unable to use them due to scheduling deficiencies during the succeeding calendar quarter, the Township will pay for the additional ARDs at the rate of 12 hours of straight time pay for each ARD, said payment to be in the pay check following the conclusion of the calendar quarter.

ARTICLE XXXVIII. FIREFIGHTER-EMTs

A. Firefighter-EMTs shall provide emergency medical services to the Township of Maplewood as needed. It is understood that the Township may utilize other Township employees and other volunteer or paid services to perform EMS duties and/or to remove the EMS function from the FMBA altogether. If the function is removed altogether, the Township agrees to give the Union and employees 30 days advance notice.

B. Members who are assigned to EMT duties shall receive hourly pay adjustments as follows:

Effective 1/1/12	\$1.84/hour
Effective 1/1/13	\$1.88/hour
Effective 1/1/14	\$1.92/hour
Effective 1/1/15	\$1.95/hour

C. The maintaining of EMT certification is a term and condition of employment and the obligation of the employees assigned as Firefighter-EMTs. However, the Township will make every effort to provide training during working hours for on-duty personnel.

D. Employees hired as Firefighter-EMTs and no longer assigned as Firefighter-EMTs will be required to maintain EMT certification as long as the Township makes the initial training, and if needed, one make up training available during working hours for on-duty personnel. If the employee does not attend the initial or makeup training, they must then obtain the certification on their own time and at their own expense. Failure to obtain a passing grade at the Township provided training would also entail the employees to complete the certification on their own time and at their own expense. However, if the Township does not make the training available during working hours, then those employees will not be required to maintain their EMT certification.

E. Employees currently assigned Firefighter-EMT duties shall continue in the Firefighter-EMT position. Provided the current 16 Firefighter-EMT positions (or any lesser number the Township determines are adequate) are filled, when new employees are hired and after they complete the appropriate training, such new employees shall replace the most senior employee assigned to these duties.

F. All employees whether assigned to the EMT duties or not shall have the option of obtaining and maintaining appropriate EMS certifications but will not be eligible for participation in EMT training programs that may be provided by the Township for Firefighter-EMTs.

G. The Township shall provide winter weight jackets, patches and nametags for all Firefighter-EMTs

H. All Firefighter-EMTs shall be covered as employees of the Maplewood Fire Department for all liability and other insurance programs.

ARTICLE XXXIX. TERMINATION CLAUSE

This Agreement will be effective retroactive to January 1, 2012, and shall continue and remain in force and effect to and including December 31, 2015, and shall continue from year to year thereafter unless written notice of desire to cancel, modify or terminate same is served by either party upon the other by at least sixty (60) days prior to the date of expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 31
day of December, 2012.

ATTEST:

Elyse J. Fritzen

TOWNSHIP OF MAPLEWOOD

Vito De Luca

ATTEST:

Joseph Manning

FIREFIGHTERS' MUTUAL
BENEVOLENT ASSOCIATION, LOCAL
NO. 25

Tom [Signature]

ATTEST:

ATTEST:
