

THE TOWNSHIP OF SPRINGFIELD

AND

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL 57

JANUARY 1, 2015 through DECEMBER 31, 2019

OR

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PREAMBLE

This Agreement, effective as of the 1st day of January of the term of this Agreement, by and between the Township of Springfield, New Jersey, hereinafter referred to as the "Township or Employer" and Local No. 57 Firefighters Mutual Benevolent Association, hereinafter referred to as the "F.M.B.A.", is designed to maintain and promote a harmonious relationship between the Township of Springfield and such of its employees who are within the provisions of this Agreement, through collective negotiations in order that more efficient and progressive public service may be rendered.

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ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1

The Township of Springfield hereby recognizes F.M.B.A Local 57 as the sole and exclusive representative of all sworn firefighters in the bargaining unit as defined in Article 1, Section 2, herein for the purpose of collective negotiations and all activities and processes relative thereto.

Section 2

The bargaining unit shall consist of sworn firefighters only and excluding all other employees or members of the Fire Department of the Township of Springfield, New Jersey now employed or hereinafter employed, as well as the Fire Chief, Deputy Chief and Captains.

All members in the first year of employment shall be considered a probationary employee. All members shall only be hired upon the approval of the Township Committee.

Section 3

This Agreement shall govern all wages, hours, fringe benefits and other terms and conditions of employment hereinafter set forth.

Section 4

This Agreement shall be binding upon all parties hereto, their successors, administrators, executors and assigns.

Section 5

For the purposes of this Agreement a "per diem" is defined as share or portion of a twenty-four (24) hour shift either a ten (10) hour day or fourteen (14) hour night.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

Section 1

Collective Bargaining Procedures as to wage, hours, fringe benefits, or other conditions of employment shall be conducted by the duly-authorized bargaining agent of each of the parties. Unless otherwise designated in writing, the Mayor and Committee Persons and the F.M.B.A. Negotiating Committee shall be designated as bargaining agents. Additional representatives of each party may participate in a collective bargaining meeting.

Section 2

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either the Township or the F.M.B.A.

Section 3

The Township shall not enter into any agreement with members which in any way conflicts with the terms of this contract, and it shall recognize only an official representative of F.M.B.A Local 57 as a bargaining agent.

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ARTICLE III

CONDUCTING F.M.B.A BUSINESS ON TOWNSHIP TIME

Section 1

The Chief of the Fire Department shall permit members of the F.M.B.A. Grievance Committee and the members of the F.M.B.A Negotiating Committee permission to attend meetings of said committee during the duty hours of the members without loss of pay, provided said meeting shall not diminish the effectiveness of the Fire Department or require the recall of off-duty firefighters to bring the Department to its proper effectiveness.

Section 2


The Chief of the Fire Department shall permit the F.M.B.A grievance committee or the F.M.B.A negotiating Committee to utilize Fire Department facilities provided the efficiency and effectiveness of the Department is not in any way diminished.

Section 3

The Township agrees to grant the necessary time off to the President of the F.M.B.A, and up to three (3) other designees, to attend the State or National Convention in accordance with N.J.S.A. 40A: 14-177.

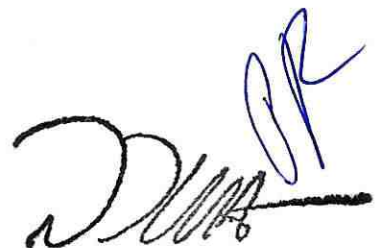
Section 4

The Executive Delegate of the F.M.B.A shall be granted leave from duty with full pay for all membership meetings of the State F.M.B.A when such meetings take place at a time when such officer is scheduled to be on-duty, provided that said delegate gives fourteen (14) calendar days' notice to the Chief of the Fire Department.

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Section 5


Any member (not to exceed one per year) of the Fire Department that is elected to a State F.M.B.A position shall be granted necessary time off with full pay (not to exceed forty-eight (48) paid hours per year) to attend meetings and conventions of the State F.M.B.A.

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ARTICLE IV

DISCRIMINATION AND COERCION

There shall be no discrimination, interference by the Township or any of its agents against any of its employees represented by the F.M.B.A because of membership or activity in the F.M.B.A. The F.M.B.A shall not discriminate, interfere, harass, or coerce employees for non-membership in the F.M.B.A. Neither the Township nor the F.M.B.A shall discriminate against any employee because of race, creed, color, sex or national origin.

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ARTICLE V

WAGES

Section 1

The salary schedule set forth below shall be effective for the period set forth therein and reflects the percentage increase per annum:

All wage increases shall be retroactive to January 1st of the applicable year.

**Annual Compensation for all members hired on or before 12/31/2003
Exclusive of longevity & stipends**

FMBA members hired on or before 12/31/2003:

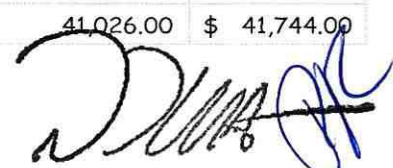
	effective January 1st					
	2014	2015	2016	2017	2018	2019
First Class	\$ 97,860	\$ 99,573.00	\$ 101,316.00	\$ 103,089.00	\$ 104,893.00	\$ 106,729.00
Second Class	\$ 95,113	\$ 96,778.00	\$ 98,472.00	\$ 100,195.00	\$ 101,949.00	\$ 103,733.00
Third Class	\$ 89,644	\$ 91,213.00	\$ 92,809.00	\$ 94,433.00	\$ 96,086.00	\$ 97,768.00
Fourth Class	\$ 76,414	\$ 77,751.00	\$ 79,112.00	\$ 80,497.00	\$ 81,906.00	\$ 83,340.00
Fifth Class	\$ 63,181	\$ 64,287.00	\$ 65,412.00	\$ 66,557.00	\$ 67,722.00	\$ 68,907.00
Probationary	\$ 38,275	\$ 38,945.00	\$ 39,627.00	\$ 40,321.00	\$ 41,027.00	\$ 41,745.00

(* All salaries are inclusive of holiday pay)

**Annual Compensation for all members hired on or after 01/01/2004 but on or before
12/31/2014 Exclusive of longevity and stipends**

FMBA members hired on or after 01/01/2004 but on or before 12/31/2014:

	effective January 1st					
	2014	2015	2016	2017	2018	2019
First Class	\$ 97,860	\$ 99,573.00	\$ 101,315.00	\$ 103,088.00	\$ 104,892.00	\$ 106,727.00
Second Class	\$ 87,929	\$ 89,468.00	\$ 91,034.00	\$ 92,627.00	\$ 94,248.00	\$ 95,898.00
Third Class	\$ 77,996	\$ 79,361.00	\$ 80,750.00	\$ 82,163.00	\$ 83,601.00	\$ 85,064.00
Fourth Class	\$ 68,065	\$ 69,257.00	\$ 70,469.00	\$ 71,702.00	\$ 72,957.00	\$ 74,234.00
Fifth Class	\$ 58,136	\$ 59,154.00	\$ 60,190.00	\$ 61,244.00	\$ 62,316.00	\$ 63,407.00
Sixth Class	\$ 48,205	\$ 49,049.00	\$ 49,908.03	\$ 50,782.00	\$ 51,671.00	\$ 52,576.00
Probationary	\$ 38,275	\$ 38,945.00	\$ 39,626.08	\$ 40,320.00	\$ 41,026.00	\$ 41,744.00



(* All salaries are inclusive of holiday pay)

**Annual Compensation for all members hired on or after 01/01/2015
Exclusive of college stipends & longevity & stipends**

		Effective January 1st								
		2015	1.75%	2016	1.75%	2017	1.75%	2018	1.75%	2019
1	\$102,784.00	\$1,798.72	\$104,583.00	\$1,830.20	\$106,413.00	\$1,862.23	\$108,275.00	\$1,894.81	\$110,170.00	
2	\$95,784.00	\$1,676.22	\$97,460.00	\$1,705.55	\$99,166.00	\$1,735.41	\$100,902.00	\$1,765.78	\$102,668.00	
3	\$88,784.00	\$1,553.72	\$90,338.00	\$1,580.92	\$91,919.00	\$1,608.58	\$93,528.00	\$1,636.74	\$95,165.00	
4	\$81,784.00	\$1,431.22	\$83,215.00	\$1,456.26	\$84,671.00	\$1,481.74	\$86,153.00	\$1,507.68	\$87,661.00	
5	\$74,784.00	\$1,308.72	\$76,093.00	\$1,331.63	\$77,425.00	\$1,354.94	\$78,780.00	\$1,378.65	\$80,159.00	
6	\$67,784.00	\$1,186.22	\$68,970.00	\$1,206.98	\$70,177.00	\$1,228.10	\$71,405.00	\$1,249.59	\$72,655.00	
7	\$60,784.00	\$1,063.72	\$61,848.00	\$1,082.34	\$62,931.00	\$1,101.29	\$64,032.00	\$1,120.56	\$65,153.00	
8	\$53,784.00	\$941.22	\$54,726.00	\$957.71	\$55,684.00	\$974.47	\$56,659.00	\$991.53	\$57,651.00	
9	\$46,784.00	\$818.72	\$47,603.00	\$833.05	\$48,436.00	\$847.63	\$49,284.00	\$862.47	\$50,147.00	
Probation	\$39,784.00	\$696.22	\$40,481.00	\$708.42	\$41,190.00	\$720.82	\$41,911.00	\$733.44	\$42,645.00	

(* All salaries are inclusive of holiday pay)

Section 2

When an employee is promoted to a higher rank, he/she shall be paid the next higher salary in the rank to which he/she is promoted, as has been the practice.

Section 3

Wages shall be paid every two (2) weeks. All employees shall use the direct deposit system.

ARTICLE VI

INSURANCE

Section 1

Effective 1/1/2016 prescription co-pays for all members shall be:

\$3.00 Generic

\$25.00 Brand Name

\$44.00 Formulary

Effective 1/1/ 2016 mail order prescription co-pays for all members shall be:

\$5.00 Generic – 90 Day Supply

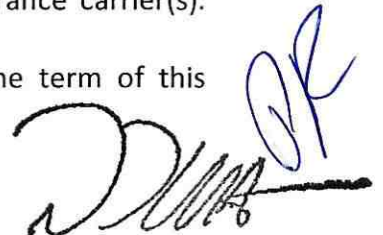
\$15.00 Brand Name – 90 Day Supply

The Township shall provide, at no cost to the member and member's spouse and member's dependent, the following:

- Major medical insurance. The current carriers for major medical insurance can be located in the State Health Benefit Program. The member is free to choose any carrier.
- Prescription insurance. The current carrier for prescription insurance is Benecard Insurance.
- Vision insurance. The current carrier for vision insurance is National Vision Administrators.
- Dental insurance. The current carrier for dental insurance is Delta Dental.

The Township of Springfield reserves the right to select the insurance carrier(s).

The Township of Springfield may change carriers at any time during the term of this

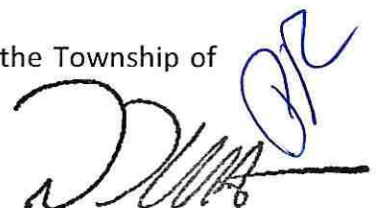


Agreement so long as the benefits provided are equal to or better and the F.M.B.A is given thirty (30) days advance notice of such proposed change. This notice shall include the name of the proposed carrier, the master contact for both the existing and proposed healthcare provider and the differences, if any, between the existing and proposed plans for the purpose of allowing the F.M.B.A. to conduct an independent review and analysis.

All members shall contribute towards health benefits pursuant to State law. Any employee shall have the option of surrendering coverage under the above-provided health and hospitalization coverage. The employee must provide the Township with written notice of their intent prior to the commencement of the 12-month period that they are surrendering their coverage for 12 consecutive months and thus potentially entitled to a stipend. In order to qualify for this stipend, the employee will be required to provide proof of other health insurance coverage.

Surrendering health insurance coverage for the following year shall not be considered automatic. Conversely, every employee shall be considered as covered and shall so be covered unless and until such time as an employee shall affirmatively notify the Township to the contrary. All employees who opt out of the Township's health insurance shall be paid pursuant to state law, which currently provides \$5,000.00 or 25% of the cost savings to the Employer, whichever is less. Once determined, the annual stipend shall be paid in their biweekly compensation. Additionally, this stipend shall be prorated where applicable.

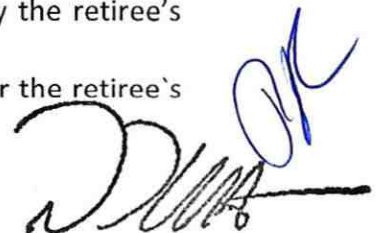
Upon retirement of a member hired before 01/01/2015 in good standing and who has successfully completed twenty (25) years of continuous service with the Township of

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Springfield, or upon retirement on a disability then the member shall be afforded medical coverage for his and/or her life ^{By PF M PF} ~~from the Township~~ by paying the cost of the premiums for medical coverage limited to: major medical (including prescription), vision care and dental coverage. The medical coverage shall consist of: vision care, dental care and major medical care (including prescription). Any and all plans are subject to limitations such as deductibles, copays, reasonable & customary charges for a specific region. The Township of Springfield's liability to any retiree shall never exceed the premium paid to the carrier for providing the coverage. The Township of Springfield reserves the right to change insurance carriers and types of insurance coverage at any time for the retirees, so long as equal to or better benefits are provided.

If the retiree is married at time of retirement, the Township of Springfield shall pay the premium for his or her spouse for the same levels of coverage mentioned above. The Township of Springfield reserves the right to change insurance carriers and types of insurance coverage at any time for the retirees and their respective spouses, so long as equal to or better benefits are provided. The Township of Springfield's liability to any retiree's spouse shall never exceed the premium paid to the carrier for providing the coverage. If the retiree marries after retirement, the Township shall not afford the retiree's spouse any health benefits coverage. The retiree shall only be afforded single coverage if married post retirement.

If the retiree has children, adopted and/or natural, at the time of retirement, and if the children are deemed to be eligible dependents of retiree, as defined by the retiree's insurance carrier, then the Township of Springfield will pay the premiums for the retiree's




children at the same levels of coverage mentioned above. The Township of Springfield reserves the right to change insurance carriers and types of insurance coverage at any time for the retirees and their eligible dependents, so long as equal to or better benefits provided. The Township of Springfield's liability to any retiree's eligible dependents shall never exceed the premium paid to the carrier for providing the coverage. In no event, will coverage be afforded to eligible dependents beyond the age of twenty-six (26). Any individual who is a dependent of an employee and has been determined by federal government or state or insurance carrier to be a person with special needs shall remain a dependent of the employee, regardless of age.

Certain insurance carriers will require that their participants join Medicare or its equivalent at certain times during the participant's coverage. Any and all current or future stipulations or limitations required by the then Insurance Carrier providing coverage to the retiree and/or spouse and/or children must be adhered to. If lack of compliance with the limitations or stipulations causes a decrease in coverage, then the Township of Springfield shall be held harmless. The retiree must be provided with written notice of any such stipulations prior to them being enforced against the retiree.

The Township of Springfield will reimburse the retiree and his or her eligible spouse for his/her share of Medicare premiums which is required by Medicare or its equivalent.

For members hired on or after January 1, 2015 and have completed twenty-five (25) consecutive years of service with the Township of Springfield or who retires on a disability, upon retirement the member shall be afforded medical coverage for a period commencing upon retirement to the date when he/she becomes eligible for Medicare ~~from~~ the

By PF
B
OR


Township ~~by~~ ^{PF} paying the cost of the premiums for medical coverage limited to: major medical (including prescription), vision care and dental coverage. The medical coverage shall consist of: vision care, dental care and major medical care (including prescription). Any and all plans are subject to limitations such as deductibles, co-pays, reasonable & customary charges for a specific region. The Township of Springfield's liability to any retiree shall never exceed the premium paid to the carrier for providing the coverage. The Township of Springfield reserves the right to change insurance carriers and types of insurance coverage at any time for the retirees, so long as ~~substantially similar benefits,~~ ^{Equal to or better PF} coverage and administration are provided. _{MS}

If the retiree is married at time of retirement, the Township of Springfield shall pay the premium for his or her spouse for the same levels of coverage mentioned above. The Township of Springfield's liability to any retiree's spouse shall never exceed the premium paid to the carrier for providing the coverage. The Township shall cease paying premiums for the spouse when the spouse first becomes eligible for Medicare or ceases to be married to the retiree. The Township of Springfield reserves the right to change insurance carriers and types of insurance coverage at any time for the retirees and their respective spouses, so long as equal to or better benefits are provided. If the retiree marries after retirement, the Township shall not afford the retiree's spouse any health benefits coverage. The retiree shall only be afforded single coverage if married post retirement.

If the retiree has children, adopted and/or natural, at the time of retirement, and if the children are deemed to be eligible dependents of retiree, as defined by the retiree's insurance carrier, then the Township of Springfield will pay the premiums for the retiree's



children at the same levels of coverage mentioned above. The Township of Springfield reserves the right to change insurance carriers and types of insurance coverage at any time for the retirees and their eligible dependents, so long as equal to or better benefits are provided. The Township of Springfield's liability to any retiree's eligible dependents shall never exceed the premium paid to the carrier for providing the coverage. In no event, will coverage be afforded to eligible dependents beyond the age of twenty-six (26). Any individual who is a dependent of an employee and has been determined by federal government or state or insurance carrier to be a person with special needs shall remain a dependent of the employee, regardless of age.

The Township agrees to provide to the members at least 30 days notice of any change in insurance carrier.

Members who were hired prior to 01/01/2015 shall be entitled to paid leave for reasons of sickness, illness, injury or disability for a period of time not to exceed 365 calendar days.

Members who were hired on or after 01/01/2015 shall be entitled to paid leave for reasons of sickness, illness, injury or disability for a period of time not to exceed 180 calendar days per year. Members hired on or after 01/01/2015 shall be entitled to a lifetime bank for paid sick days of 360 calendar days.

For any illness or disability or injury incurred while not in the line of duty and continuing for a period in excess of twenty-nine (29) calendar days, the member shall complete all documents required by the insurance carrier.



These documents shall provide at a minimum a basis for determining the extent of illness, injury, or disability of the member. Failure to produce all of the necessary documents within fourteen (14) calendar days of the date of illness, injury or disability (provided the member is physically and/or mentally capable of completing said documents), may, at the option of the Township, result in the cessation of the biweekly compensation. If the biweekly compensation has ceased due to the member's failure to file the necessary documents, then member's compensation will commence and be retroactive to when the member has submitted all of the necessary documents to the insurance carrier.

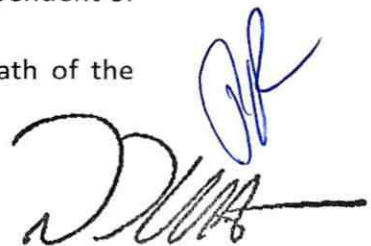
In cases of illness , injury forcing or requiring the member to be absent from work for a period in excess of twenty-nine (29) days, the Township preserves the right to send the member for a fitness for duty exam, including all aspects of biological and non-biological testing by doctors approved by the Township.

Members agree to communicate all changes in the member's information to the Township within thirty (30) days of the date of change.

The Township shall provide term life insurance for all members having a death benefit of \$15,000.00.

The Township shall pay the premium of health insurance for any spouse of a member who is killed in the line of duty for a period from the date of death of the member until the spouse becomes eligible for Medicare or remarries.

The Township shall pay the premium of health insurance for any legal dependent of a member who is killed in the line of duty for a period from the date of death of the

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member until the legal dependent reaches the age of 26. Any individual who is a dependent of an employee and has been determined by federal government or state or insurance carrier to be a person with special needs shall remain a dependent of the employee, regardless of age.

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ARTICLE VII

CLOTHING ALLOWANCE

Section 1

Class A and Station/Work uniforms which must be replaced as a result of normal wear shall be replaced by the employee at his/her own expense. In the event an off-duty member responds to a Township fire in civilian clothing which becomes damaged, the member shall be reimbursed by the Township for an equivalent replacement.

Section 2

Personal protective equipment consisting of a helmet, turnout coat, turnout pants, hood, gloves and boots shall be provided by the Township to each member of the F.M.B.A., at no cost to the employee. Personal protective equipment which requires replacement and/or repair shall be at Township's expense.

Section 3

Newly appointed fire department employees shall be provided with the complete Class A uniform and Station/ Work uniforms as required by the department rules and regulations at no cost to the employees.

Section 4

Members of the bargaining unit shall be in the approved Station/Work uniform at 0755 hours or at the start of any work shift in accordance with the schedule as approved by the Fire Chief. Clothing worn to and from the work station shall be optional. Clothing worn to and from the work station shall be clean, non-frayed, without holes and not excessively worn.

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Section 5

In the event that the Department initiates any change in the Class A or Station/Work uniform, the cost of the change shall be at the expense of the Township.

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ARTICLE VIII

HOLIDAY PAY

Section 1

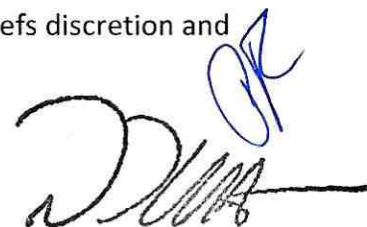
The following shall be recognized as paid holidays under this Agreement for the term of this Agreement:

- | | |
|------------------------|------------------|
| New Year's Day | Columbus Day |
| Martin Luther King Day | Election Day |
| President's Day | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | Floating Holiday |
| Labor Day | |

It is recognized by both parties that the employees of the Fire Department may not by any reason of Department business enjoy the aforesaid holiday by not working on those dates. Therefore, in lieu of the holiday itself, such employee will receive a full day's pay. In the event any of the aforesaid allowed holidays falls on a non duty day, said holidays shall be deemed to have fallen on a regular working day. The parties agree that holidays will continue to be paid on ten (10) hour days and is already included in the member's annual salary.

Section 2

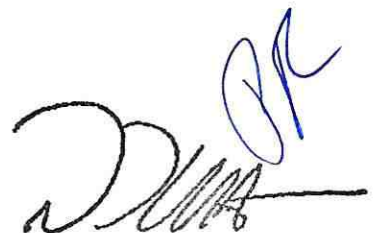
In the event a holiday is declared by the President during any one year, members shall be entitled to such holiday in such year only in addition to those listed above. However, members may elect to either take the day off or to work on that day in the Chiefs discretion and



receive, therefore, payment for the day worked at the established annually salary rate and, in addition thereto, payment for the day off which shall also be established at the annual salary rate.

Section 3

Holiday pay shall be computed and then added in base pay with longevity and pension.

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ARTICLE IX

OVERTIME

Section 1

- A. In the event a firefighter is called to respond to a fire or other emergency duty on a 1st Alarm or greater, he/she shall be paid a minimum of two (2) hours at time and one-half and released at "roll call" for that incident.
- B. In the event a firefighter who is off duty is called to respond to a fire or other emergency duty on a RECALL, he/she shall be paid a minimum of one (1) hour at a rate of time and one-half and then paid for each additional one-half hour at a rate of time and one half and released at "roll call" for that incident.

Section 2

In the event a firefighter is scheduled to work for another attending school, he/she shall be paid a minimum of two (2) hours at time and one-half and then paid for each additional one-half hour at time and one-half and released upon return of the employee.

Section 3

In the event a covered employee is continued on duty beyond his/her normal tour of duty, ending at 0800 and 1800 hours, the Firefighter shall be entitled to overtime compensation of one (1) hour minimum at time and one-half. After the first hour, the overtime will be paid on one-half hour increments. Firefighters will be given sufficient time to complete routine clean-up from the regular tour and paperwork from the incident call. This time shall be included in his/her overtime compensation rate.



Section 4

In the event a Firefighter is called to overtime duty in situations other than Section 1 through 3 above, he/she shall be entitled to a minimum of two (2) hours overtime at time and one-half and then paid in one-half hour increments at time and one-half.

Section 5

A list of employees shall be established whenever overtime work is required, for ten (10) hour days, fourteen (14) hour nights, school coverage, snow removal, water evacuation and other details related to firefighting as detailed under Article XIII, Section 2, with the exception of overtime resulting from assignments specific to the duties of the Fire Prevention Bureau, and those hours specific in Section 1 above. Overtime shall be rotated among employees on the list. If and when a Firefighter is called for overtime duty and is absent and/or the assignment of overtime cannot be communicated to him/her personally in time to perform such duty, he/she shall be called again for the next overtime duty assignment. If communication is made to the Firefighter and he/she refuses the assignment, he/she shall have the time refused added to the established overtime list ("green marked"). Exceptions to this would be approved vacation and personal days, duty assignments, school time off or assignments three days before or after a vacation pick, bereavement leave, the entire day of personal day or personal night, the entire day of a "comp" day or night, overtime assignment requiring a work shift in excess of twenty-four (24) hours, sickness, or any other approved time off as defined under contract. The employee may request in writing that he/she wishes to be eligible for overtime during these periods, however his/her refusal of the overtime assignment will not result in a green-mark.

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The employee's request will remain in effect for the named calendar year. The overtime assignment sheet which list accumulated overtime hours worked and accumulated overtime hours returned to (0) hours for the firefighters with the least number of listed hours, for both overtime hours worked and overtime refused, on January 1st of each year. All other department personnel shall have their hours pro-rated to reflect the differences from the low man to each member's accumulated hours. When the new employees are eligible to work overtime, they shall be added to the overtime list at zero hours. The lowest man will also be put back to zero and the aforementioned procedure shall take effect. Whenever an employee agrees to take compensatory time off in lieu of overtime pay, the number of hours of compensatory time off shall be recorded on the overtime assignment sheet as if it was overtime worked.

Section 6

Overtime payment shall be calculated at time and one-half of the normal hourly rate. Normal hourly rate {hereinafter NHR} shall be computed as follows: the sum of pensionable base plus stipends plus longevity equals A. B shall be equal to 42 hours per week multiplied by 52 weeks or 2184 hours. The normal hourly rate shall be A divided by B.

Section 7

In the event of any emergency the overtime list shall not be used.

Section 8

If it is not an emergency, then the normal overtime list will be used with refusals allowable.

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Section 9

The only exception to Section 8, cited above shall be when members are required to remain on duty due to lawfully declared emergency.

Section 10

Employees may agree to take compensatory time off in lieu of overtime pay only on a voluntary basis. All such compensatory time off shall be at the rate of one and one-half hours time off for each overtime hour worked. No employee can be forced to take compensatory time off in lieu of payment.

All unused compensatory time off shall be accumulated from year to year up to 480 hours and at time of retirement, resignation or other termination of employment, shall be paid at the employee's compensatory time (overtime) rate of pay calculated at time and one-half of the normal hourly rate in effect at the member's current salary.

The Fire Chief's Office shall maintain a list of all employee's accumulated compensatory time earned during each year. Any compensatory time used during that year shall be deducted from the individual's year end totals. This list shall be reviewed by the Chief and the employee at the end of each year and shall be placed in the individual's personnel file. A copy of each member's compensatory time sheet shall be given to the Township Treasurer at the end of each year so their office can maintain a file for budgetary purpose for each captain.

Section 11

Overtime shall be scheduled to ensure the "hours" are kept as even as feasible among all members. Should a Firefighter's hours become deficient, then the Firefighter shall be scheduled when overtime coverage is necessary.

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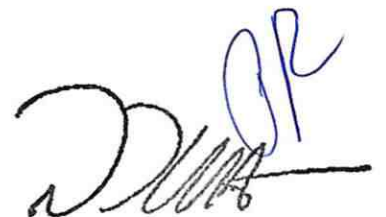
Section 12

In the event that a Captain and a firefighter are absent from the same work shift, and the Fire Chief requires additional manpower then a Captain shall be called in for coverage.

Section 13 Acting Pay

When a fire fighter is performing the work of a Captain in excess of six (6) continuous months, then the firefighter shall be considered an "Acting Captain" and as such shall be entitled to the pay of captain which shall also be considered an increase in pensionable earnings.

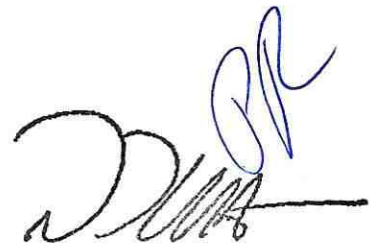
The Township reserves the right to pay any employee/member compensatory time at any time.

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ARTICLE X

HOURS

- A. The work hours for a Firefighter shall consist of 24 hours on duty followed by 72 hours off duty, except an administrative Captain.
- B. The Township shall commence a tour consisting of 24 hours on duty commencing at 0755 and ending at 0800 the following day. The firefighter shall then be off for 72 hours.

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ARTICLE XI

LEAVES OF ABSENCE

Section 1

Unpaid leaves of absence may be granted by the Township with the written consent of the Township Committee pursuant to the provisions of N.J.S.A. 38:23-1 et seq. and N.J.S.A. 40A:14-16 for military leave, sick and disability leave and for other reasons as permitted by law.

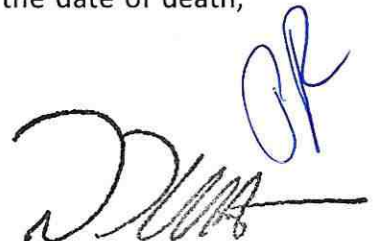
Section 2 – Leave Without Pay

Any employee may be granted, upon recommendations of the Chief and approval of the Township Committee leave without pay for a period not exceeding six (6) months. He/she shall make such request of the Officer in Charge at least 24 hours in advance of the date or dates for which such leave is desired except in the event of an emergency only reasonable notice for such request shall be required.

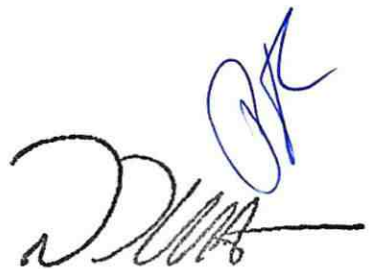
Section 3 – Bereavement

Employees shall be granted funeral leave with pay not to exceed five (5) work [24 hour] days or 120 hours for 24/72 employees beginning with the date of death, for the employee to tend to arrangement for funeral of a spouse or children.

In all other circumstances, employees shall be granted leave with pay not to exceed two (2) working days or 48 hours for 24/72 employees and four (4) working days or 40 hours for staff employees beginning with the date of death, for the employee to tend to arrangements for funerals of grandchildren, parents, brother or sisters, grandparents or mother-in-law or father-in-law. If the date of burial is more than four (4) working days from the date of death,

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the employee must take the date of burial as part of funeral leave. In no event shall the funeral leave exceed in total four working days.



ARTICLE XII

VACATIONS

1. All shift employees covered by this Agreement shall receive the following calendar days vacation with pay annually:

From the beginning of the first year of Employment up to the conclusion of the Fourth year of employment *See Section A below for First Year of Employment. 4-24 hour duty shift and 7 per diems

From the beginning of the fifth year of Employment up to the conclusion of the 14th year of employment 8-24 hour duty shift and 7 per diems

From the beginning of the fifteenth year of Employment and thereafter 10-24 hour duty shift and 7 per diems

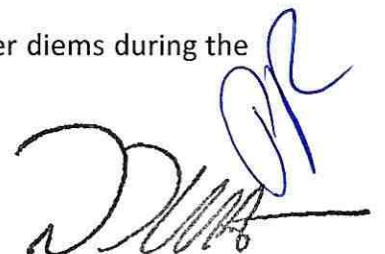
For the purpose of calculating the number of vacation days an employee is entitled, years of employment shall be computed from January 1st of the year of taking employment for all employees hired or appointed between January 1st and June 30th. For all employees hired or appointed between July 1st and December 31st years of employment shall be computed from January 1st of the next year.

a. It is intended by all parties that this section shall govern the first year of employment:

- If a member is hired between January 1st and March 31st, then the member shall be entitled to paid vacation computed as follows:
-Four (4) days [24 hour shift] plus seven (7) per diems.



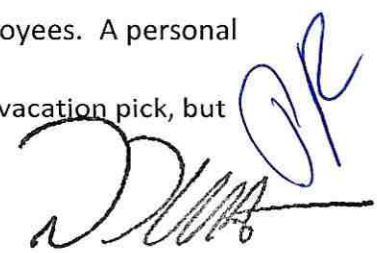
- If a member is hired between April 1st and June 30th, then the member shall be entitled to paid vacation computed as follows:
 - Three (3) days [24 hour shift] plus five (5) per diems.
 - If a member is hired between July 1st and September 30th, then the member shall be entitled to paid vacation computed as follows:
 - Two (2) days [24 hour shift] plus two (2) per diems.
 - If a member is hired after September 30th, then the member is not entitled to any vacation or per diems.
- b. Seniority and grade within the group shall be the basis for determining preference of vacation days until March 15th.
- c. In the event that an employee is reinstated after a resignation, his/her time out of the Township's employ shall be deducted in computing his/her vacation eligibility and his/her seniority. An employee must work for a minimum of five months consecutively upon returning from an extended voluntary leave of absence or resignation before he/she will be permitted to take his/her vacation.
- d. In the event of retirement or death, the employee or his/her estate shall receive his/her earned vacation pay.
- e. The employee's vacation pay shall be in the same amount had he/she worked his/her standard schedule.
- f. An employee with fifteen (15) years of service or better shall be allowed to take the maximum of ten (10) 24 hour duty shifts and seven (7) per diems during the



calendar year, except during the period between June 21st and September 15th.

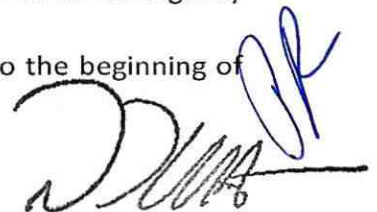
The maximum vacation may be taken during this period if the members of the tour are in agreement. This will also be subject to the Chief's approval.

- g. An employee shall be allowed to take six (6) 24 hour tours during the summer months (June 21st through September 30th). Another employee from the same tour shall be permitted to overlap the previous employee's first two (2) 24-hour shifts as well as the last two (2) twenty-four (24) hour shifts, but not the two (2) twenty-four hour shifts in between.
- h. Vacation through Christmas holidays shall be granted with the following stipulation: if a member who is on the same tour as a member on vacation is unable to report for duty and a member is needed to bring the tour back to normal strength, the member will have his/her vacation terminated until such time as the tour is brought back to normal strength. The employee, prior to going on vacation hereunder, must give the Chief, in writing, name or names of the employees who will fill in for him/her in case of need.
- i. All of the above provisions related to vacation scheduling are expressly subject to the determination by the Chief, in his/her sole discretion that any such arrangement will not unduly impair the manpower and efficiency of the department.
- j. The Township agrees to allow each member seven (7) per diems off to be charged to time member's vacation, except probationary employees. A personal day already chosen will not interfere with another employee's vacation pick, but



an employee may not take a personal day while another employee from the same tour is on vacation or during a short tour, nor may he/she choose a personal day on a holiday prior to one full tour before the holiday and only after consulting with those employees of his/her tour senior or higher in rank over member. In addition, the Township agrees to allow each member an additional day off with pay for each time a member is subject to a tour change, provided the member does not use this day on a holiday or short tour; this day off is to be known as a "tour change day".

- k. An employee may carry over to the following year a maximum of two (2) unused per diems provided these days are used prior to March 1st of that following year. The days that are carried over may be combined with vacation day following the following year to create a multiple day vacation period or used separately as personal days in addition to the seven (7) per diems the employee is entitled to in that year.
- l. Unused tour change days up to a maximum of 10 per diems may be carried over from year to year. All accumulated tour change days at time of retirement, resignation or other termination of employment shall be paid at the employee's regular daily rate of pay in effect at that time.
- m. Any request for vacation days, personal days or tour change days may be submitted in writing to the officer in charge of the tour not less than three days (72) hours prior to the requested days off, except in the case of an emergency when the request can made by telephone at any time prior to the beginning of



the requested days(s) off. An emergency is defined, for the purpose of this section, as an unforeseen or unexpected event or circumstance.

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ARTICLE XIII

MAINTENANCE OF STANDARDS AND PROTECTION OF CONDITIONS

Section 1

The Township agrees to all general working conditions pertaining to the physical facilities of the employment shall be maintained at not less than the highest standards in effect as of January 1st of the term of this Agreement.

Section 2

No employee of the Fire Department shall be assigned to perform any duty which is unrelated to fire fighting, fire prevention, rescue, salvage, overhaul work, flood control, care and minor maintenance of fire fighting equipment and apparatus or other similar work with the normal daily care of the fire department quarters. In this regard, the Township agrees to have the windows of the Fire Department cleaned when all other windows in the Municipal Building are cleaned.

Section 3

Any and all equipment relating to safety of the Firefighters on duty shall meet or exceed those standards set forth in OSHA 1981 Specifications or current National Fire Protection Association Standards.

Section 4

There shall be a Management Labor Safety Committee consisting of the following representatives:

Chairperson of the Public Safety Committee (or designee)

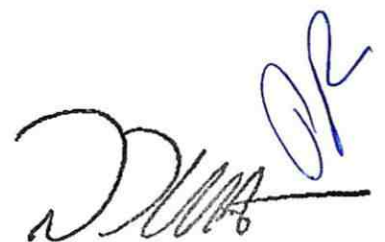
Fire Chief (or designee)

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One member of Captain's F.M.B.A Local 57A

One member of Firefighter's F.M.B.A Local 57

The Committee shall meet a minimum of four (4) times per year to discuss, develop and implement recommendations for the improvement of the health and safety of Fire Department employees.

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ARTICLE XIV

BULLETIN BOARDS

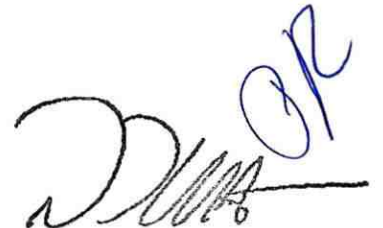
The Township shall permit the F.M.B.A reasonable use of designated bulletin boards located in the respective firehouse for posting notices concerning F.M.B.A business and activities, but no notices shall contain salacious, inflammatory or anonymous material.

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ARTICLE XV

LIABILITY INSURANCE

The Township agrees to provide liability insurance coverage in an adequate sum to cover any claims against an employee and/or agent during the performance of their duties if and only if our insurance carrier can provide adequate and sufficient coverage. Adequate coverage shall mean the terms and conditions as specified in the Township's insurance policies.

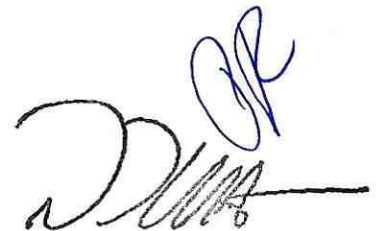
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ARTICLE XVI

PENSIONS

The Township shall provide pensions and retirement benefits to members covered by this Agreement pursuant to the provisions of the Statutes and Laws of the State of New Jersey (N.J.S.A. 43:16A et seq.).

The pension system will be the Police and Firemen's Retirement System or the Public Employee Retirement System pending the member's qualifications at the time of hiring.

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ARTICLE XVII

GRIEVANCE PROCEDURE

Section 1

A grievance is defined as any disagreement or dispute relating to the terms and provisions of this contract between the Firefighter and the Township or between the Township and the F.M.B.A whereas to the said terms and provisions of this contract and the past practice there has been an inequitable, improper or unjust application, interpretation, or violation of this Agreement or policy or administrative decision or a past practice interpreting this Agreement which affects them.

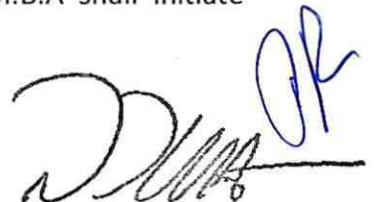
Section 2

Nothing in this Agreement shall prevent an employee from discussing any problem with his/her superior, but there will be no formal grievance until it has been reduced to writing.

Section 3

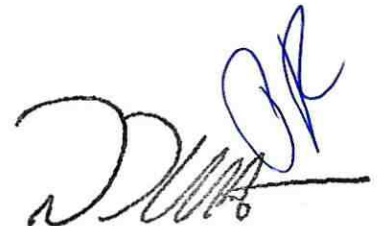
The following procedure is established for the presentation of grievance and shall be performed in the order specified:

1. In the first instance, the F.M.B.A through its duly authorized representative shall attempt to settle informally with the Chief of the Fire Department all grievances.
2. If the grievance is not settled informally, then the F.M.B.A shall submit such grievance in writing no later than fifteen (15) calendar days after the incident which created the grievance, except in those cases where the aggrieved is physically incapacitated, in which event, he/she or the F.M.B.A shall initiate



his/her complaint within thirty (30) calendar days after regaining his/her capacity to act, to the Chief of the Fire Department and the Answer to such grievance shall be made in writing with a copy to the F.M.B.A and to the Township Attorney within five (5) calendar days of its submission, excluding Saturdays, Sundays and holidays.

3. If the grievance is not resolved in accordance with the procedure set forth above or if no answer has been received from the Chief within the time set forth therein, then the F.M.B.A shall submit the grievance to the Township Committee for the purpose of adjudicating or resolving such grievance. The Township may delegate its authority in step 3 of the grievance procedure to the Township Administrator at its sole discretion. In the event that it chooses to do so, it may notify the FMBA in writing. The Township Committee may hold a hearing, at which all parties in interest shall have the right to be heard and shall report its findings in writing to the FMBA and an employee concerned within ten (10) days of the hearing. The Township Committee may delegate its authority to the Township Administrator.
4. If the grievance is not settled through the steps as outlined above, then the aggrieved shall have the choice within fifteen (15) calendar days of pursuing all legal remedies or to submit such grievance to Arbitration in accordance with Article XVIII herein.

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ARTICLE XVIII

ARBITRATION

Section 1

Any grievance or other matter in dispute involving the interpretation or application of the provisions of this Agreement not settled by the Grievance Procedure as herein provided shall be referenced to an arbitrator as hereinafter provided.

Section 2

Either party may institute arbitration proceedings within fifteen (15) calendar days after the grievance procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) calendar days following the presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the dispute in the manner set forth in Rule 19:12-5.2 Rules and Regulations and Statement of Procedures of the New Jersey Public Employment Relations Commission.

Section 3

The decision of the arbitrator shall be in writing and shall include the reasons for each finding and conclusion and be rendered within forty-five (45) calendar days, if circumstances permit. The arbitrator shall have no right to vary or modify the terms of this Agreement.

The cost of the arbitrator shall be borne equally between the F.M.B.A and the Township.

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ARTICLE XIX

RETROACTIVITY

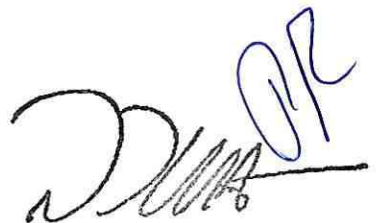
All agreements made herein relative to wage and other financial benefits as agreed upon subsequent to the first day of the term herein shall be retroactive to the said first day of the term hereof, unless provided herein.

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ARTICLE XX

DIRECTION

The member of the paid Fire Department shall be under the orders and supervisions of the Fire Chief exclusively.

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ARTICLE XXI

LONGEVITY

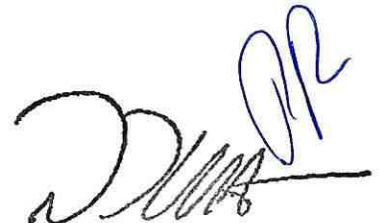
All members hired before January 1, 1997 shall be paid in addition to the wages set forth in Article V herein, a longevity increment based upon years of service with the Springfield Fire Department in accordance with the following schedule to all covered employees hired before January 1, 1997:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE</u>
5 years	2%
9 years	4%
13 years	6%
17 years	8%
19 years	10%**
24 years and thereafter	12% (effective Jan. 1, 2003)

**Note: Any covered employee who as of October 7, 1997, has a longevity increment which is greater than 10% shall be grand-fathered at their increment on said date.

All covered employees hired after October 7, 1997 but before January 1, 2004 shall be paid in addition to the wages set forth in Article V herein, a longevity increment based upon years of service with the Springfield Fire Department in accordance with the following schedule:

<u>YEARS OF SERVICE (Completion)</u>	<u>PERCENTAGE</u>
5 years	2%
10 years	4%



15 years 6%

20 years and thereafter 8%

Employees hired after January 1, 2004 shall not be eligible for longevity.

Section 2

All periods of employment shall be computed from January 1st of the year of taking office, appointment or employment unless the said date was subsequent to June 30th in which case the calculation shall be computed from January 1st of the year following.


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ARTICLE XXII

ACTING CAPTAIN

All employees working the capacity of Acting Captain will be paid in the lowest step of the Captain's pay grade for the time of such performance provided such designation is made in writing by the Fire Chief or his/her authorized designee.

The Officer in Charge of each tour shall keep a rotating roster of eligible employees. All Acting Captain assignments shall be made from same roster on rotating basis provided such employees are qualified for such assignments in the judgment of the Fire Chief.

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ARTICLE XXIII

MUTUAL AID

In the event an employee is sent to work in another municipality for mutual aid, the Township agrees that in the event such employee is killed or injured while rendering aid to a neighbor community or in route thereto or therefrom, such employee will be fully covered by insurance and pensions, the same as if he/she were working in Springfield.



ARTICLE XXIV
PROFESSIONAL DEVELOPMENT PROGRAM

Section 1

Any firefighter who intends to attend school for the purpose of obtaining education in the listed programs of Section 2 shall make his/her intention known to the Fire Chief by August 1st prior to the school year, along with an estimated cost of tuition and book expenses. The Fire Chief and the Public Safety Committee will allocate available funds among those who have submitted intentions. Such allocations shall not be made in an arbitrary or capricious manner.

Section 2

The following course of study shall be available for duty time off, tuition reimbursement and book expense.

- a. Associate of Applied Science – Fire Science
Public Safety
- b. Bachelor Degree – Fire Science
Public Safety
Public Administration
Business Administration
- c. Master Degree – Public Administration

Section 3

Textbook purchases reimbursed, or pursuant to this provisions, will be maintained in the Fire



Department library.

Section 4

Employees will be reimbursed for the cost of tuition and books provided the firefighter achieves a grade of "C" or better or pass if the course is pass/fail.

Section 5

The Township agrees to make arrangements for the firefighter to attend classes, if their course conflicts with their duty schedule, pending approval of duty officer or fire chief.

Section 6

Duty time off shall be limited to the scheduled class time plus a maximum of one (1) hour travel time to class plus a maximum of one (1) hour travel time to return to the firehouse. The Fire Chief shall have the final determination of class time and potential conflicts.

Section 7

Tuition reimbursement for Masters of Public Administration Program courses shall be limited to \$100.00 per credit.

Section 8

Those firefighters pursuing a course of study in a Masters of Public Administration program shall be limited to two courses per semester for duty time off and tuition reimbursement



Section 9

Before being eligible for tuition and book reimbursement for courses listed in section 2b and c, a firefighter must first achieve an Associate's of applied science degree in Fire Science or Public Safety.

Section 10

A firefighter obtaining the required credits in fire Science shall be paid in accordance with the following schedule:

\$390.00 per annum for 30 credits completed

\$520.00 per annum for 40 credits completed

\$650.00 per annum for 50 credits completed

\$780.00 per annum for 60 credits completed

Section 11

A firefighter who obtains a degree in a course of study provided for in Section 2 shall be paid in accordance with the following schedule:

\$910.00 per annum for an Associate of Applied Science

\$1,140.00 per annum for Bachelor's Degree in fire science

\$1,390.00 per annum for a Master's Degree in public administration or fire science

Section 12

All courses of study shall be subject to review for relevance by the Public Safety Committee and/or the Fire Chief.

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The maximum amount per annum to be paid or incurred by the Township for all F.M.B.A and SOA members shall never exceed \$15,000.00.


The course fees to be incurred by the Township shall never exceed the comparable course cost of Rutgers University or New Jersey City University, "in state program only".




ARTICLE XXV

RETENTION OF BENEFITS

The Township agrees that all benefits, terms and conditions of employment that are not covered by this Agreement and relating to the status of the members of the F.M.B.A shall be maintained at not less than the highest standards in effect at the time of the commencement of collective negotiations leading to the execution of this Agreement.

ARTICLE XXVI

MANAGEMENT RIGHTS

The F.M.B.A. recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Employer. All the rights, powers and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer.

The Township hereby retains and reserves unto itself, all powers, rights, authority prerogatives, duties and responsibilities conferred upon and vested in it by laws and Constitution of the State of New Jersey and of the United States , including , but without limited the generality of the foregoing , the following rights:

1. The executive management and administrative control of the Township and its properties and the facilities and activities of its employees by utilizing personnel , methods, and means in the most appropriate and efficient manner possible as may from time to time be determined by the Township.
2. To make rules of procedure and conduct to introduce and use new and improved methods and to determine work schedules to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.

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3. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment or assignment and to promote and transfer employees.
4. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee.
5. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work should be inefficient and non-productive or for other legitimate reason.
6. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective option of the Township.

Nothing contained herein shall be construed to deny or restrict the Township of any of its rights, responsibilities and authority under any relevant statutes, regulations, and /or with the laws of New Jersey and United States.



ARTICLE XXVII

WAIVERS

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

A handwritten signature in blue ink, consisting of a large, stylized 'D' followed by a horizontal line and a vertical stroke, with the letters 'OK' written above it.

ARTICLE XXVIII

SAVINGS CLAUSE

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



ARTICLE XXIX

EMPLOYMENT OUTSIDE SPRINGFIELD

All members of the F.M.B.A must report to the Fire Chief any and all forms of employment other than with Springfield including: earned income directly or indirectly, and earned compensation within fourteen (14) calendar days of employment. The member is required to report the name, address and contact information of any type of secondary employment. Failure to report any type of secondary employment greater than one (\$1.00) dollar, compensation greater than one dollar, earned income greater than one dollar within fourteen (14) calendar days shall be considered a breach of this contract subject to disciplinary action including but not limited to suspension, termination and/or fines.

The Township and Fire Chief shall not require the member to disclose the total amount of compensation earned by a Firefighter from employment outside of Springfield.

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ARTICLE XXX

STIPENDS

All members after receiving their proper certification and after having been approved by the Fire Chief shall receive the following first responder stipend of:

\$1,500.00 annual stipend effective 01/01/2015

\$2,000.00 annual stipend effective 01/01/2016,

\$2,500.00 annual stipend effective 01/01/2017,

\$2,750.00 annual stipend effective 01/01/2018,

\$3,000.00 annual stipend effective 01/01/2019

All members after receiving their proper certification and after having been approved by the Fire Chief shall receive the following EMT stipend of:

\$1,100.00 annual stipend effective 01/01/2015

\$1,100.00 annual stipend effective 01/01/2016,

\$1,100.00 annual stipend effective 01/01/2017,

\$1,100.00 annual stipend effective 01/01/2018,

\$1,100.00 annual stipend effective 01/01/2019



All members after receiving their proper certification and after having been approved by the Fire Chief shall receive the following Inspector stipend of:

\$1,000.00 annual stipend effective 01/01/2015

\$1,000.00 annual stipend effective 01/01/2016,

\$1,000.00 annual stipend effective 01/01/2017,

\$1,000.00 annual stipend effective 01/01/2018,

\$1,000.00 annual stipend effective 01/01/2019

The four most senior members, no Captains shall be entitled to the following stipend of:

\$1,000.00 annual stipend effective 01/01/2015

\$1,000.00 annual stipend effective 01/01/2016,

\$1,000.00 annual stipend effective 01/01/2017,

\$1,000.00 annual stipend effective 01/01/2018,

\$1,000.00 annual stipend effective 01/01/2019

The above stipends will be added to the base wages shown in Article V for each corresponding year after any negotiated wage increase is applied. Specifically, the wage will be increased by the negotiated rate and thereafter the above referenced amount will be added to the base rate for all purposes including the compounding of the wage/salary rate in the subsequent year. This amount shall be paid in equal amounts in the employee's normal pay check.

A handwritten signature in blue ink, consisting of a large, stylized 'D' followed by a horizontal line and a vertical stroke, with the letters 'OK' written above it.

ARTICLE XXXI

TERMINAL LEAVE

Upon Retirement and successful completion of twenty five years (25) years or more of consecutive full time employment with the Township of Springfield, the member shall receive 480 hours of terminal leave. The 480 hours shall be paid at the normal hourly rate.

Handwritten signature and initials in blue ink. The signature is a cursive name, and the initials 'OR' are written above it.

ARTICLE XXXII

MISCELLANEOUS

All employees who are represented by the F.M.B.A. but are not members shall be obligated to pay an representation fee to the F.M.B.A. of an amount of up to eight-five (85%) percent of the F.M.B.A. dues and assessments. The Township agrees according to statute to deduct said fee from wages. The F.M.B.A. agrees that it will indemnify and save harmless the Township against all actions, claims, demands, losses, or expenses (including reasonable attorney fees) in any matter resulting from any non-negligent action taken by the Township at the request of the F.M.B.A. under this Article.

Handwritten signature and initials in blue ink, consisting of a large stylized signature and the initials 'OK' written above it.

ARTICLE XXXIII

PERSONNEL POLICY MANUAL

Section 1

In accordance with legal precedents established by the courts and the Public Employment Relations Commission, the Township recognizes that the Department's Personnel Policy and Procedures Manual, and any standing or general orders, cannot supersede, contravene or negate the provisions of this agreement and, under Article XXV, "Retention of Benefits", cannot supersede, contravene or negate any past practices involving wages, benefits, hours and other terms and conditions of employment.

Section 2

In accordance with the legal precedents established by the courts and the Public Employment Relations Commission, the Township recognized that the Department's Personnel Policy and Procedures Manual, and any standing or general orders, cannot supersede, contravene, or negate the Township's statutory obligation to negotiate over any changes in wages, benefits, hours and other practices involving wages, benefits, hours and other terms and conditions of employment.

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ARTICLE XXXIV

FIREFIGHTER'S BILL OF RIGHTS

Section 1

If a complaint is lodged against a member, be it written or oral, anonymous or otherwise, said member given a reasonable amount of time, shall be notified in writing by the Chief of the Department and/or his/her designated representative of all the facts and available evidence pertaining to the case. The employee shall also have the absolute right to full disclosure of all written reports, statements, and physical evidence held by the investigating officer pertaining to the case.

Section 2

No document shall be submitted, or shall be placed, in an employee's personnel file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete document of any kind, signifying his/her approval.

Section 3

The employee shall acknowledge that he/she has the opportunity to review any such material or document by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material or document and his/her answer shall be attached to the file copy. If an employee still objects to a



document being placed in his/her file, he/she shall have the right to appeal under grievance procedure outline in this Agreement.

Section 4

The employee shall acknowledge that he/she has had the opportunity to review any such material or document by affixing his/her signature to the copy to filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer t such material or document and his/her answer shall be attached to the file copy. If an employee still objects to a document being placed in his/her file, he/she shall have the right to appeal under the grievance procedure outlined in this Agreement.

Section 5

Although the Township agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection and without the employee's full knowledge.

Section 6

Each member of the department shall have his/her personnel file reviewed with him/her once annually in the calendar year. This annual review is mandatory and shall be carried out by the Chief of the Department of the Department or his/her designated representative.



Section 7

For reasons of clarity, this review of personnel files shall be considered retroactive. The Chief of the Department shall schedule, at the request of any employee, a review of his/her personnel file at which time the employee will have the right to approve of or object to any material or document contained in his/her personnel file. Materials or documents which meet the approval of both parties shall be signed and dated by both parties and thereafter shall become a permanent part of the employee's personnel file. Any material document which does not meet with the approval of the employee may be objected to by the employee and reviewed in a manner consistent with the procedure outlined in this Agreement.

Handwritten signatures in blue ink, including a large stylized signature and a smaller signature above it.

ARTICLE XXXV

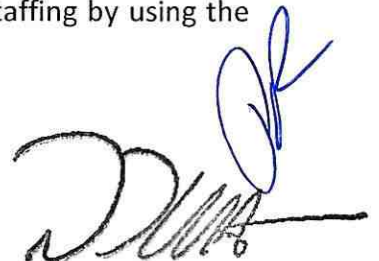
OUTSIDE EMPLOYMENT

Section 1

In the event a situation or special event occurs in a building or property which requires trained fire personnel to provide a Fire Watch, the Fire Chief or his/her designee shall provide the opportunity to Fire Department employees on a rotating basis. Compensation shall be set by ordinance.

Section 2

A list of employees interested in such outside employment shall be established maintained and posted in a place where all other documents are posted. Outside Employment shall be equitable rotating among those employees on the list, to be known as "Outside Employment Hours". If and when an employee offered outside employment opportunity is absent and/or the employee could not be personally reached in time to perform the outside duties, then he/she shall be contacted again for the next outside employment opportunity. If communication is made to the employee and he/she declines the offer, he/she will have the hours subsequently worked added to their total on the said list. Exceptions to this would be when the employee is scheduled to work his/her normal duty hours. In determining who shall be the first employee to be contacted for outside employment, the employee with the least number of posted hours, for both worked and refused outside employment shall be offered first. In the event the Chief or his designee is unable to secure adequate staffing by using the

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above prescribed procedure, volunteer firefighters who function as interior structural firefighters, or other qualified sources, may be utilized in order to provide the required coverage.

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ARTICLE XXXVI

EXTRA CONTRACTUAL AGREEMENTS

The Township and the Fire Department agree not to enter into any contract agreement regarding wages, benefits, hours and other terms or conditions of employment with any individual member of the Fire Department covered herein that in any way conflicts with the Recognition Clause of this Agreement.

DUTY EXCHANGE

Any employee may, with the approval of the Fire Chief, be granted special leave with pay for any days on which he/she is able to secure another employee to work in his/her place provided such substitution does not impose an additional expense on the Township. Employees shall notify the Fire Chief, Deputy Fire Chief, Administrative Captain or other designee in writing not less than (3) three days prior to its becoming effective except in the case of emergency in which case the request may be made by telephone.

FMB



ARTICLE XXXVII


TERMS AND CONDITIONS OF THIS AGREEMENT

The terms of this Agreement shall commence on January 1, 2015 and extend through December 31, 2019. The terms of this Agreement shall remain in full force and effect until replaced by a new Agreement.

By this agreement, the parties state their intent and in witness whereof, the parties hereto have hereunto set their hands in the Township of Springfield, County of Union, State of New Jersey on this 22 day of December, 2015.

ATTEST:

TOWNSHIP OF SPRINGFIELD

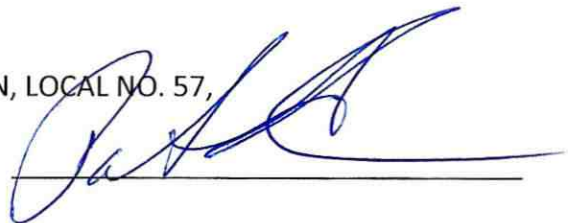

Linda M. Donnelly
TOWNSHIP CLERK


David Barnett, Mayor

ATTEST:

FIREFIGHTERS MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 57,


Linda M. Donnelly



DATED: Dec 22, 2015