

FMB A

638

AGREEMENT

between

THE TOWNSHIP OF BLOOMFIELD

ESSEX COUNTY, NEW JERSEY

and

NEW JERSEY STATE FIREMEN'S MUTUAL

BENEVOLENT ASSOCIATION, INC., LOCAL NO. 219

JANUARY 1, 1996

THROUGH DECEMBER 31, 1997

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	3
I	RECOGNITION	4
II	MANAGEMENT RIGHTS	5
III	GRIEVANCE PROCEDURE	6
IV	ASSOCIATION REPRESENTATIVES	11
V	DEDUCTIONS FROM SALARY	14
VI	NO STRIKE PLEDGE	15
VII	HOURS OF WORK AND OVERTIME	16
VIII	VACATION LEAVE	19
IX	HOLIDAY PAY	22
X	SICK LEAVE	25
XI	HEALTH, DENTAL AND PRESCRIPTION DRUGS	27
XII	PAY FOR WORK IN HIGHER RANK	30
XIII	CLOTHING ALLOWANCE	31
XIV	PROTECTIVE GEAR	33
XV	MATERNITY LEAVE	33
XVI	BULLETIN BOARDS	34
XVII	RETENTION OF BENEFITS	34
XVIII	PERSONAL LEAVE	35
XIX	DEATH IN FAMILY LEAVE	36
XX	RETIREMENT	36
XXI	SALARIES	36
XXII	LONGEVITY	37
XXIII	AGENCY SHOP	39
XXIV	TERMINAL LEAVE	41
XXV	TERM AND RENEWAL	42
SCHEDULE A	SALARIES	43

PREAMBLE

This Agreement is entered into this 1st day of December , 1997 by and between the TOWNSHIP OF BLOOMFIELD, in the County of Essex, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the Township or the Employer), and NEW JERSEY STATE FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, INC., LOCAL 219 (hereinafter called the Association) is designed to maintain and promote a harmonious relationship between the parties.

ARTICLE I

RECOGNITION

The Township hereby recognizes the Association as the exclusive representative for all Collective Negotiations for all Fire Lieutenants, Fire Captains and Fire Official/ Fire Protection sub-code Official of the Fire Department of the Township of Bloomfield, within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A 34:13A.-1.1. et seq.

ARTICLE II

MANAGEMENT RIGHTS

- A. The Employer hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting, the generality of the foregoing, the following rights:
1. To the Executive Management and Administrative control of the Government and its properties and facilities and the assignments of its Employees;
 2. To hire all Employees and, subject to the provisions of law, to determine their qualification and conditions for continued employment or assignment and to promote and transfer Employees;
 3. To take any disciplinary actions permitted by law for good and just cause.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer, the adoption of the policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and by the Constitution and Laws of New Jersey and of the United States.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
2. Nothing herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. Definitions

The term "grievance" as used herein means any complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the ASSOCIATION on behalf of an individual Employee or group of Employees, or the Township. If an individual Employee files a grievance, he shall certify that he first notified the ASSOCIATION and that the ASSOCIATION declined to file such grievance on such Employee's behalf. Any grievance without such certification shall be denied summarily and the grievance procedure shall not be afforded to such Employees.

C. Steps of the Grievance Procedure

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

Step One:

- (a) An aggrieved Employee, the Association, on behalf of an aggrieved Employee or Employees, or the Township, shall institute action under the provisions hereof within seven (7) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee, the Company Officer and the Deputy Chief. This shall be for the purpose of resolving the matter informally. Failure to act within said seven (7) days shall be deemed to constitute an abandonment of the grievance.
- (b) Should the grievance not be resolved informally, the grievance should be submitted, in writing on the appropriate forms to the Fire Director.

Step Two:

- (a) In the event the grievance has not been resolved in or at Step One, the employee or ASSOCIATION shall, in writing and signed, file the grievance with the Fire Director of the Fire Department, within three (3) calendar days following the informal discussions at Step One.
- (b) The Fire Director shall render a decision in writing within five (5) calendar days from the receipt of the grievance. However, in the event the Fire

Director is on leave, off duty, or out of town, the five (5) calendar day time limit shall not begin running until the Fire Director has returned.

Step Three

- (a) In the event the grievance has not been resolved in or at Step Two, the Employee or the ASSOCIATION may appeal, in writing, the Fire Director's determination to the Township Administrator within five (5) calendar days following the determination at Step Two.
- (b) The Township Administrator shall render a determination, in writing, within ten (10) calendar days from receipt of the appeal. However, in the event the Township Administrator is on leave, off duty, or out of town, the ten (10) calendar day time limit shall not begin running until the Township Administrator has returned.

Step Four

- (a) In the event the grievance has not been resolved in or at Step Three, the Employee or the ASSOCIATION may appeal, in writing, the Township Administrator's determination to the Mayor and Township Council within five (5) calendar days following the determination at Step Three.
- (b) The Mayor and Township Council shall render a determination, in writing, within fifteen (15) calendar days from receipt of the appeal.

Step Five

- (a) In the event the grievance has not been resolved in or at Step Four, the matter

may be referred to arbitration as hereinafter provided.

(b) In the event that the Township or the Association desires to submit a grievance to arbitration, the following procedure shall be followed:

- (1) The party demanding arbitration shall serve written notice or its intention to arbitrate on the other party(ies) within ten (10) calendar days following receipt of the Mayor and Council's determination.
- (2) The party demanding arbitration shall request the New Jersey State Board of Mediation or the New Jersey Public Employment Commission to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the Rules and Regulations of the New Jersey State Board of Mediation or the New Jersey Public Employment Relations Commission.
- (3) The costs of the services of the arbitrator shall be borne equally by the Township and the Association.
- (4) The decision of the arbitrator shall be in writing and shall include the reasons for such decision.
- (5) The decision of the arbitrator shall be final and binding upon the Township and the Association.

D. A failure to respond to any Step in this procedure by the Township or its agents shall be deemed to be a negative response, and upon the termination of the applicable time limits the grievance may proceed to the next step.

- E. Time limits may be extended by the parties by mutual written agreement.
- F. The Township reserves the right to file in writing, a grievance on its behalf with the President of the ASSOCIATION who shall conduct a conference with the representatives of the township within ten (10) calendar days of filing of the grievance. In the event no adjustment has been satisfactorily made within then (10) calendar days after such meeting, either party may file within ten (10) calendar days for final and binding arbitration in accordance with this Article.
- G. In the event the aggrieved elects to pursue remedies available through Civil Service, the aggrieved shall cancel the request for arbitration and the matter shall be withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Mayor and Council on the grievance. In the event the grievance pursues his remedies through Civil Service, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the party or parties canceling same.
- H. The Grievance Procedure may also be used when there is a denial for payment of medical expenses which the employee claims is work related.

ARTICLE IV

ASSOCIATION REPRESENTATIVES

- A. There shall be three (3) members of the ASSOCIATION negotiating committee who shall serve without pay when such meetings take place at a time when such members are not scheduled to be on duty. A maximum of three (3) will be granted leave from duty without loss of regularly pay for all meetings between he Township and the ASSOCIATION for the purpose of negotiating the terms of an agreement, when such meetings are at a time such members are scheduled to be on duty and upon twenty four (24) hours notice to the Fire Director.
- B. The ASSOCIATION may designate a maximum of two (2) members for the purpose of processing grievances. Only one (1) may be granted leave from duty without loss of regular pay for time devoted to meetings between the Township and the ASSOCIATION for the purpose of processing grievances, when such meetings take place at a time during which said member is scheduled to be on duty and upon twenty-four (24) hours notice to the Fire Director. The Township shall be notified annually as to the Association's selection of said grievance representatives.
- C. The President or Vice President and Secretary of the ASSOCIATION shall be granted leave from duty without loss of regular pay for all local membership meetings when such meetings take place when said individuals are on duty. It is the intention of this Section that the aforementioned individuals will be granted leave from duty without loss of regular pay provided in the sole discretion of the

Fire Director that there are sufficient men now available for the needs of the Department.

- D. Upon prior approval of the Fire Director of the Fire Department, the ASSOCIATION, where reasonable warranted, may use the Township's Firehouses for ASSOCIATION business.
- E. A duly accredited representative of the State ASSOCIATION may enter the Township facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances provided that there is not interference with the operations of the Department and further provided that permission has been secured in advance from the Fire Director or his delegate.
- F. The Township agrees to grant time off, without any loss of regular pay, for four (4) elected convention delegates to attend that annual F.M.B.A. Convention, pursuant to N.J.S.A. 11:26C-4. The ASSOCIATION shall notify the Director of the Fire Department as to the names of said four (4) delegates not later than sixty (60) days prior to said Convention.
- D. The Executive Delegate shall be granted leave from duty without loss of pay for all membership meetings of the State FMBA, if such meetings take place at a time when such officers are scheduled to be on duty, provided that they give reasonable notice to the Fire Director of the Department of such substitution is provided to the Fire Director of the Department. Both men will return to duty after the meeting is concluded.

E Either the President, or Vice President, or secretary/Treasurer, or executive Delegate of the Association shall be granted leave from duty without loss of regular pay to attend all local membership meetings, when such meetings take place when said individuals are on duty. It is the intention of this section that one of the aforementioned individuals will be granted leave from duty without loss of regular pay provided the sole discretion of the Fire Director that there are sufficient men now available for the needs of the Department.

ARTICLE V

DEDUCTIONS FROM SALARY

- A. The Employer agrees to deduct from the salaries of its Employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S. 52:14-15.9(e)), as amended. Said monies together with records of any corrections shall be transmitted to the Association Treasurer within three (3) working days from the payroll period ending date of each bi-weekly payroll period.
- B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change and shall furnish new authorizations from its members showing the authorized deduction for each Employee.
- C. The Association will provide the necessary "check-off authorization" form and deliver the signed forms to the appropriate officers. The Association shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon salary deduction authorization card submitted by the Association to the Employer.

ARTICLE VI

NO-STRIKE PLEDGE

- A. The Association covenants and agrees that during the terms of this Agreement neither the Association nor any person acting in its behalf will cause authorize, or support, nor will any of its members take part in any strike, concerted failure to report for duty, work stoppage, walkout or other interference with normal work procedures against the Employer. The Association agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike or walkout it is covenanted and agreed that participation in any such activity by any Employee covered under the terms of this Agreement may be deemed grounds for termination of employment of such Employee or Employees, subject, however, to the application of either the Grievance Procedure contained in Article III, or applicable law, 40A:14-19 et seq.
- C. The Association will actively discourage and will take all affirmative steps which are necessary to prevent or terminate any strike, work stoppage, walkout or other deliberate interference with normal work procedures against the Employer.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction, or damage, or both, in the event of such breach by the Association or its members.

ARTICLE VII

HOURS OF WORK AND OVERTIME

- A. The work week shall consist of forty-two (42) hours, averaged over eight (8) weeks as follows:

First Week	-	forty-eight (48)
Second Week	-	forty-eight (48)
Third Week	-	forty-eight (48)
Fourth Week	-	thirty-four (34)
Fifth Week	-	thirty-four (34)
Sixth Week	-	forty-eight (48)
Seventh Week	-	thirty-eight (38)
Eight Week	-	thirty-eight (38)

- B. The day tour shall consist of ten (10) consecutive hours starting at 8:00 A.M. and ending at 6:00 P.M.
- C. The night tour shall consist of fourteen (14) consecutive hours starting at 6:00 P.M. and ending at 8:00 A.M. the following morning.
- D. The Employee on the day tour Sunday and Monday shall be off Tuesday and report for the night tour Wednesday and Thursday. He shall report back for the next day tour on the following Monday and Tuesday, etc.
- E. No overtime shall be granted unless said individual works for a period equal to or in excess of seven and one-half (7-1/2) minutes beyond the regularly scheduled tour of duty. Those who work seven and one-half (7-1/2) minutes or more, but less than or equal to fifteen (15) minutes, shall be guaranteed one-quarter (1/4)

hour at time and one-half (1-1/2) the regular straight time rate. Work in excess of fifteen (15) minutes shall be paid at the time and one-half (1-1/2) rate for all such time worked.

- F. In the event that an Employee is recalled to duty for any other reason than a multiple alarm fire, the Employee will be entitled to a minimum of four (4) hours work at overtime pay computed at time and one-half the regular straight time rate.
- G. In the event an Employee is recalled to duty for a multiple alarm fire, the Employee will be entitled to a compensatory day off.
- H. With the exception of recall to duty for a multiple alarm fire (Section G), hours worked in excess of those regularly scheduled as provided in Sections B, C, E, and F above, shall be deemed overtime provided such work has been authorized, and shall be compensated at one and one-half (1-1/2) times the regular rate of pay. In the computation of an Employee's regular hourly rate of pay, an Employee's base annual salary plus longevity shall be divided by two thousand one hundred eighty-four (2,184) hours.
- I. The present methods utilized in computation for overtime for those eligible shall be maintained as stated in a certain ordinance entitled, "An Ordinance Establishing An Overtime Pay Program for the Officers and Members of the Police and Fire Departments of the Township of Bloomfield", adopted October 21, 1963, Volume 11 of Township Ordinances, pages 112, etc.

- J. Payment for overtime hours worked shall be made within thirty (30) days or the next pay thereafter, whichever is later. Overtime shall be paid at the rate of pay in effect on the date that the overtime is worked.
- K. A seniority list will be placed in Headquarters and a copy will be made available to the President of the ASSOCIATION.

ARTICLE VIII

VACATION LEAVE

A. Employees shall receive vacation, with pay, according to the following schedule:

In the 1st calendar year of service, an Employee earns one (1) working day each month or major fraction thereof of service, and two (2) additional vacation days at the end of the first calendar year, and may take NO days vacation.

In the 2nd calendar year of service, an Employee earns sixteen (16) working days per year of service and may take the number of days earned in the 1st calendar year of service as vacation.

In the 3rd calendar year of service, an Employee earns sixteen (16) working days per year of service and may take SIXTEEN (16) days vacation.

In the 4th calendar year of service, an Employee earns sixteen (16) working days per year of service and may take SIXTEEN (16) days vacation.

In the 5th calendar year of service, an Employee earns sixteen (16) working days per year of service and may take SIXTEEN (16) days vacation.

In the 6th calendar year of service, an Employee earns sixteen (16) working days per year of service and may take SIXTEEN (16) days vacation.

In the 7th calendar year of service, an Employee earns sixteen (16) working days per year of service and may take SIXTEEN (16) days vacation.

In the 8th calendar year of service, an Employee earns sixteen (16) working days per year of service and may take SIXTEEN (16) days vacation.

In the 9th calendar year of service, an Employee earns sixteen (16) working days per year of service and may take SIXTEEN (16) days vacation.

In the 10th calendar year of service, an Employee earns sixteen (16) working days per year of service and may take SIXTEEN (16) days vacation.

In the 11th calendar year of service, an Employee earns twenty-two (22) working days per year of service and may take TWENTY-TWO (22) days vacation.

In the 12th calendar year of service, an Employee earns twenty-two (22) working days per year of service and may take TWENTY-TWO (22) days vacation.

In the 13th calendar year of service, an Employee earns twenty-two (22) working days per year of service and may take TWENTY-TWO (22) days vacation.

In the 14th calendar year of service, an Employee earns twenty-two (22) working days per year of service and may take TWENTY-TWO (22) days vacation.

In the 15th calendar year of service, an Employee earns twenty-two (22) working days per year of service and may take TWENTY-TWO (22) days vacation.

In the 16th calendar year of service, an Employee earns twenty-two (22) working days per year of service and may take TWENTY-TWO (22) days vacation.

In the 17th calendar year of service, an Employee earns twenty-two (22) working days per year of service and may take TWENTY-TWO (22) days vacation.

In the 18th calendar year of service, an Employee earns twenty-two (22) working days per year of service and may take TWENTY-TWO (22) days vacation.

In the 19th calendar year of service, an Employee earns twenty-two (22) working days per year of service and may take TWENTY-TWO (22) days vacation.

In the 20th calendar year of service, an Employee earns twenty-two (22) working days per year of service and may take TWENTY-TWO (22) days vacation.

In the 21st calendar year of service, an Employee earns twenty-four (24) working days per year of service and may take TWENTY-FOUR (24) days vacation.

In the years thereafter, an Employee earns twenty-four (24) working days per year of service and may take TWENTY-FOUR (24) days vacation.

- B. The total years of service after permanent appointment of each Employee in the classified Department of Personnel shall be considered in determining annual vacation leave provided under the above schedule.

- C. Annual vacation leave can be carried over to December 31st of the second succeeding calendar year from the year it is earned.
- D. In the event an Employee is injured or becomes ill immediately prior to his vacation, he shall not suffer any penalty and his vacation shall be rescheduled.

ARTICLE IX

HOLIDAY PAY

A. Every Employee shall be granted fourteen (15) holidays, with pay, in lieu of time off, for the following holidays:

- (1) New Year's Day
- (2) Martin Luther King, Jr., Day
- (3) Lincoln's Birthday
- (4) Washington's Birthday
- (5) Good Friday
- (6) Easter
- (7) Memorial Day
- (8) Independence Day
- (9) Labor Day
- (10) Columbus Day
- (11) General Election Day
- (12) Veteran's Day
- (13) Thanksgiving Day
- (14) Friday After Thanksgiving
- (15) Christmas Day

The Township shall pay Holiday pay to all Fire Department and Fire Prevention staff personnel who are not assigned to work regular Fire Department shifts, but, rather are assigned to work administrative shifts and receive all municipal holidays.

The Township shall grant these fifteen (15) holidays with pay regardless of whether the Employees are assigned to duty or work on any of such fifteen (15) holidays.

- B. Holiday pay shall be computed by multiplying the regular hourly pay by ten (10) hours for each holiday.
- C. Holiday pay shall be paid with the first pay in December only for the number of holidays heretofore recited in Section A, which holidays fall within the period commencing January 1, or a later commencement date and terminating on December 31.
- D. Employees who are terminated by reason of death or retirement during the calendar year shall be paid only for the number of holidays heretofore recited in Section A, which holidays fall prior to the date of termination.

Employees who shall be terminated for any other reason than death or retirement during the calendar year shall not be paid for holidays.
- E. Holiday pay shall not be considered together with regular pay for pension purposes.
- F. Holiday pay shall be paid notwithstanding the fact that a Employee or member is receiving the maximum salary provided in the regular salary ordinance.
- G. Holiday pay shall be eliminated on December 31 of the twenty-second (22) year of service in the Retirement System, in lieu of the Senior Officer Pay Program.
 - 1. A Senior Officer's pay will, commencing January 1 of the twenty third (23rd) year of service in the retirement system include the regular straight time base pay and fifteen (15) holidays at the current straight time rate of pay.

2. Holiday pay will be eliminated December 31st of the twenty-second (22nd) year of service in the Retirement System.
3. The Senior Officer's pay should be a component of the BASE PAY + Longevity + included in the bi-weekly salary.
4. The Senior Officer's Pay Program will be effective from January 1st of the twenty-third (23rd) year of service through the December 31st of the 30th year of service.
5. Senior Officer's pay shall not be used in the computation of overtime or any other allowances or fringe benefits.
6. The Senior Officer's program will become effective January 1st of 1996.

ARTICLE X

SICK LEAVE

- A. Sick leave will be granted in accordance with the New Jersey Department of Personnel rules and regulations.
- B. In the event an Employee's illness causes his absence from work for a period greater than three (3) consecutive worked days, or totaling more than ten (10) accumulated days in any one calendar year, a physician's certificate secured at the Employee's expense shall be required by the Township.
- C. Three (3) sick leave days aggregate shall be granted in a calendar year for sickness in the immediate family. If absent for sickness in the family for three (3) consecutive work days, a letter from said family member's attending physician shall be required of the Employee, stating the Employee's need to be at home. Immediate family is defined as mother, father, wife, husband, son, daughter mother-in-law or father-in-law.
- D. Employees who retire after twenty-five (25) years of continuous service with the Township of Bloomfield which service may include the purchase of military service time in accordance with Chapter 391, P.L. 1983, N.J.S.A. 43:16-11-7 et seq., or Employees retired on a disability pension approved as such by the New Jersey Division of Pensions, will be paid at current salary figures of one (1) day's pay for every three (3) days of accrued sick leave, without limitation on the number of accrued sick leave days, and an additional one (1) day's pay for every four (4) days of accrued sick leave in excess of two hundred (200) days.

- E. In the event that a n employee dies in the line of duty, his estate shall receive payment for his accumulated sick days as prescribed above in D for retirement with twenty-five (25) years of service.
- F. An Employee who dies while still an active member of the Fire Department will have paid to his estate the following benefit at current salary figures: one (1) day's pay for every three (3) days of accrued sick leave, without limitation on the number of accrued sick leave days.
- G. Town shall offer optional buyback of up to five (5) days sick time a year for those who have accumulated at least twenty-seven (27) days and have not used any sick time during the year with option dropping by one (1) day for each sick day used.
- H. Employees shall retain all Extended Sick Leave, Catastrophic Illness rights under Township policy and New Jersey state law.

ARTICLE XI

HEALTH, DENTAL AND PRESCRIPTION DRUGS

- A. The provisions of the existing State Health Benefits Program shall be maintained during the life of this Agreement.
- B. In accordance with Chapter 88, P.L. 1974, N.J.S.A. 52:14-17.38, the Township agrees to pay the premium charges for certain eligible pensioners and their dependents covered under the State Health Benefits Program, but not including survivors, if such Employees retired on a benefit based on twenty-five (25) years or more of service credited in the retirement system, but including Employees who retired on disability pensions based on fewer years of service credited in such retirement system.
- C. In the event that a statute is enacted during the term of the contract, which statute provides for retirement based on twenty (20) years or more rather than twenty-five (25) years or more of service, then the Township shall provide that State Health Benefits Program benefit to retired Employees on the basis of twenty (20) years or more of service.
- D. The Employer agrees to provide dental insurance coverage. Said cost to the Employer of such coverage for each Employee shall be a maximum average cost of \$400.00 per Employee. If costs go up on expiration of contract with Dental Insurance carrier, Township will pay the increase. The coverage will be for family, husband/wife, single, or Employee/child, depending upon the Employee's status.

E. Prescription Drugs

1. Employees agree to use the Major Medical Plan for Prescription Reimbursement. The Township shall reimburse Employees for all prescription drugs immediately after a receipt is submitted for payment and a Major Medical application is signed. Coverage will be for family, husband/wife, single or Employee/child depending on Employee's status. Employees are to sign over to Township any reimbursements received from Major Medical Carrier as soon as they are received.
2. If the Township fails to fulfill its obligations under Paragraph E during the term of this Agreement, then the prescription plan in effect as of December 31, 1989 shall be reinstated. The Township also agrees to reimburse Employees for all prescription drugs in accordance with Paragraph D which are purchased during any waiting period until the plan is reinstated.
3. In the event this provision, in whole or in part, is determined to be invalid, the Township shall implement the same prescription drug plan which was in effect on December 31, 1989.
4. When Employees present the receipt for reimbursement, they will be given the Major Medical application to complete and sign.
5. The Employee shall complete the application and seal the application and prescription form in the envelope in order to preserve the confidentiality of the prescription forms.

6. The Township will reimburse the Employee in accordance with Article XI (D) (1), upon presentation of the receipt and completion of the steps in Paragraph 5.
7. The Township agrees that it will not insist on seeing the prescription form as a condition of reimbursement.

ARTICLE XII

PAY FOR WORK IN HIGHER RANK

- A. Those Employees assigned by the Director of the Fire Department to perform the duties of a higher rank, shall be paid at the effective rate of pay for the first year of service for that rank, retroactive to the assignment to that rank.
- B. Payment for working in higher rank shall be made within thirty (30) days following the month in which the work in higher rank was performed.
- C. As of January 1, 1996 Fire Lieutenants will no longer be paid for Acting Captains pay in exchange for a salary differential of \$6,250.00 less than Captain's salary.

ARTICLE XIII

CLOTHING ALLOWANCE

- A. The Township shall provide an annual clothing allowance of six hundred (\$600.00) Dollars to all Employees, except the Fire Prevention Staff Personnel, payable on or prior to May 15 following year allowance was earned.
- B. An annual clothing allowance of seven hundred and twenty five (\$725.00) Dollars shall be paid to the Fire Prevention Staff Personnel, payable on or prior to May 15 following year allowance earned.
- C. The clothing allowance shall be paid to Employees who are employed by the Township on January 1st of the given year and have been employed for twelve (12) months continuously prior to that date.
- D. The clothing allowance shall be pro-rated for Employees who are employed by the Township for a portion of the preceding year according to the following formula:
 - 1. Upon completion of three (3) months' service-25% clothing allowance.
 - 2. Upon completion of six (6) months' service-50% clothing allowance.
 - 3. Upon completion of nine (9) months' service-75% clothing allowance.
- E. The clothing allowance shall be pro-rated for Employees who retire by payment for the portion of the year in which they retire according to the following formula:
 - 1. Upon completion of three (3) months' service-25% clothing allowance.

2. Upon completion of six (6) months' service-50% clothing allowance.
 3. Upon completion of nine (9) months' service-75% clothing allowance.
- F. The Township agrees upon the death of an active member, to pay the members estate the total amount of clothing allowance as indicated in article XIII, A. regardless of the number of months the member worked during the year.

ARTICLE XIV

PROTECTIVE GEAR

A. The Township shall provide the following protective gear:

1. Helmet
2. Turnout Coat
3. Boots
4. Turnout Bunker Pants
5. Gloves
6. Nomex Hood

B. CONTINUING EDUCATION

Each bargaining unit member shall receive five hundred (\$500.00) per year for Continuing Education. Such payments shall be made on or prior to May 15, respectfully.

C. A two hundred (\$200) incentive payment will be made to a member of the bargaining unit who receives a fire-related degree BA/MA from an accredited college or university. One half to be paid in July and remainder in December.

ARTICLE XV

MATERNITY LEAVE

Each Employee shall be granted two (2) working days leave, without loss of regular pay, for the birth of the Employee's child. These BIF days shall be taken at the employee's discretion within thirty (30) days of the birth.

ARTICLE XVI

BULLETIN BOARDS

A bulletin board, designated by the Fire Director, shall be made available by the Township for the use of the ASSOCIATION for the purpose of posting ASSOCIATION announcements and other information not of an inflammatory or derogatory nature. The Township may have removed from the bulletin board any material which does not conform with the intent of the above provision of the Article.

ARTICLE XVII

RETENTION OF BENEFITS

Except as modified by this Agreement, all provisions of Municipal Ordinances applicable to Employees covered under this Agreement shall remain in full force and effect during the term of this Agreement.

ARTICLE XVIII

PERSONAL LEAVE

- A. Employees covered under this Agreement shall be entitled to three (3) personal leave days annually without loss of regular pay, in addition to any other time off provided for this Agreement. Requests for personal days shall be granted, so long as the Employee provides reasonable advance written notice to the Fire Director (except in the case of emergency) and, at the time of the request, three (3) or more vacation slots are not filled.
- B. Personal leave days shall not accumulate to the credit of the individual Employee from year to year and if not taken during the calendar year, shall be lost.
- C. In the event an Employee is unable to take personal leave days in the calendar year in accordance with Paragraph B of this Article, such personal leave days shall be granted upon the Employee's request within a reasonable time following such requested personal leave days and may be carried over into the following year until the Employee is permitted to take it.
- D. The Personal leave day schedule shall include an additional day for all Fire Officers who complete twenty-five (25) years of service with the Police and Fire Pension System. This will bring their annual total to four (4) in 1996.
- E. Effective January 1, 1997, personal leave will be increased from three (3) to five (5) days per year for employees with less than 25 years of service and from four (4) to six (6) days per year for employees with 25 years or more of service.

ARTICLE XIX

DEATH IN FAMILY LEAVE

- A. Leave of absence of four (4) working days, without loss of regular pay, shall be granted to each Employee upon the death of a member of his immediate family. Immediate family is defined as: mother, father, sister, brother, son, daughter, husband, wife, grandparents, step-children, step-parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-grandparents or such relative of either Employee or spouse who may be residing in their household.
- B. Leave of absence of one (1) working day, without loss of regular pay, shall be granted to each Employee upon the death of a spouse's grandparent.
- C. One (1) day's leave, without loss of regularly pay, may be granted by the Fire Director upon the death of other relatives.

ARTICLE XX

RETIREMENT

- A. Upon an Employee's retirement, the Employer shall provide a written accounting of the amount of accumulated earned but deferred benefits such as accrued sick time, vacation time, holiday pay and Time Coming.
- B. Upon agreement to spread payments over a period of time, Management shall provide the Employee with a schedule of the dates of payment.
- C. Employees shall retain all pension rights under New Jersey Law.

ARTICLE XXI

SALARIES

The salary for all Employees covered by this agreement is set forth in Schedule A attached hereto and incorporated as part hereof.

Pay stubs provided with paychecks shall indicate work hours and the rate of pay. Upon an Employee's request, his or her paycheck shall be placed in an envelope.

ARTICLE XXII

LONGEVITY

A. A longevity program based upon the Employee's length of service with the Township of Bloomfield from the date of original appointment, provided there is uninterrupted service, shall be provided upon the following basis:

After five (5) years of service	-	2%
After ten (10) years of service	-	4%
After fifteen (15) years of service	-	6%
After twenty (20) years of service	-	8%
After twenty-four (24) years of service-		10%

B. The longevity credit shall be automatic and shall be paid upon completion of the prescribed years of service.

C. There shall be no longevity service credit for the period an Employee is on leave of absence without pay.

D. Longevity pay shall be considered as together with base pay for pension purposes.

E. Longevity pay shall be paid with each earned bi-weekly salary check during the calendar year at the percentage of the Employee's regular permanent salary.

F. Any interruption of service due to a cause beyond the control of the Employee such as military service, injury in line of duty, sick leave, or other approved official leave of absence, with pay, shall be considered as service for the Township of Bloomfield for the purpose of determining the completion of said accumulated years of service with the Township of Bloomfield.

- G. Longevity pay shall be paid notwithstanding the fact that an Employee of the Township is receiving the maximum salary provided in the regular salary ordinance.
- H. The anniversary date of employment for purposes of this Article shall be the Employee's date of hire.
- I. Senior Fire Officer Pay Program
1. A longevity increase equal to fifteen (15) work days per year will be included in a Senior Fire Officers pay commencing January 1 of the twenty-third (23rd) year of service in the Retirement System, calculated at the rate for that year and recalculated for subsequent years.
 2. The Senior Fire Officers pay shall be a component of the BASE PAY SALARY + LONGEVITY and included in the bi-weekly salary.
 3. The Senior Fire Officers Pay Program will be effective from January 1 of the twenty-third (23rd) year of service through December 31 of the thirtieth (30th) year of service in the Retirement System.
 4. Senior Fire Officers shall not use the computation of overtime or any other allowances or fringe benefits besides Salary and Longevity.
 5. The Senior Fire Officers Pay Program will become effective January 1, 1996. Members with more than twenty-three (23) years of service as of January 1, 1996 will not be discriminated against for having a shorter time in the program than others should they elect to retire after twenty-five (25) years.

ARTICLE XXIII

AGENCY SHOP

- A. The Township shall deduct the fair share fee from the earnings of those Employees who are not members of the Association and shall transmit the fee to the majority representative.
- B. The deduction shall commence for each Employee who is not a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished by the Association to the New Jersey Public Employment Relations Commission.
- C. The fair share fee for services rendered by the Association shall be in the amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fees exceed 85 percent of the regular membership dues, fees and assessments.
- D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure the Employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

- E. The Association shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.
- F. The Association shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Township, or in reliance upon the notification from the Association advising of such changed deduction.

ARTICLE XXIV

TERMINAL LEAVE

Members of the Fire Department of the Township of Bloomfield terminating their service with the Township shall be paid one-twelfth (1/12th) of their annual salary for each complete month employed by the Township. Members of the Fire Department working a part of a month shall be paid for the actual days worked in the final month of employment to be calculated by the rate of one-tenth (1/10th) of the bi-weekly salary multiplied by the actual number of days worked in the final month of employment.

ARTICLE XXV

TERM AND RENEWAL

This AGREEMENT shall be in full force and effect as of January 1, 1996 and shall remain in effect to and including December 31, 1997. Collective negotiations for a successor Agreement shall be concluded by and between the parties in accordance with the then applicable statutes and rules and regulations of the Public Employment Relations Commission.

WHEREAS the parties have hereunto set their hands and seals this

1st day of December, 1997.

BLOOMFIELD FIRE OFFICERS
ASSOCIATION/ LOCAL NO. 219

TOWNSHIP OF BLOOMFIELD
COUNTY OF ESSEX,
NEW JERSEY

By: Joseph Gitchey

William P. Mody

Attest:

Attest:

Terence McNamee

Louise P. Adorno

SCHEDULE A

- A. Effective January 1, 1996, all new promotions to the rank of Lieutenant will start at \$55,530.

Upon completion of a 3-month (90-day) Officer training period their salaries will be \$57,052.

Effective January 1, 1997, all new promotions to the rank of Lieutenant will start at \$58,029.

Upon completion of a 3-month (90-day) Officer training period their salaries will be \$59,901.

- B. Effective January 1, 1996, all new promotions to the rank of Captain will start at \$57,052.

Upon completion of a 3-month (90-day) Officer training period their salaries will be \$63,302.

Effective January 1, 1997, all new promotions to the rank of Captain will start at \$59,901.

Upon completion of a 3-month (90-day) Officer training period their salaries will be \$66,151.

- C. Effective January 1, 1996, all new promotions to the rank of Fire Official /FPSO will start at \$63,302.

Upon completion of a 3-month (90-day) Officer training period their salaries will be \$67,764.

Effective January 1, 1997, all new promotions to the rank of Fire Official / FPSO will start at \$66,151.

Upon completion of a 3-month (90-day) Officer training period their salaries will be \$70,813.

- D. Members of the Fire Department shall receive credit for prior creditable service in their respective positions and office in such department so that existing years of credible service in their respective position and office in the department shall determine the annual salaries of such members in the department. The annual salary according to years of creditable service shall be determined and shall

become effective on the first bi-weekly pay period in which the respective annual anniversary dates fall.

E. Payroll checks will be placed in envelopes if requested.