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THIS BOOK DOES
NOT CIRCULATE

THIS AGREEMENT entered into this 2nd day of November, 1972 by and between the TOWNSHIP OF MAPLEWOOD, NEW JERSEY, hereinafter referred to as "the Township" or "the Employer", and FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 25, hereinafter referred to as "the FMBA."

ARTICLE 1. RECOGNITION

1. The Township hereby recognizes the FMBA as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all ^{N.A.U. (M.A.)} ~~(probationary firemen)~~ uniformed firemen, Lieutenants and Captains. The Chief shall not be included herein.

2. Unless otherwise indicated, the terms "fireman", "firemen", "employee", or "employees" when used in this Agreement refers to all persons represented by the FMBA in the above-defined negotiating unit.

ARTICLE 2. DUES CHECKOFF AND INDEMNIFICATION

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

All deductions under the Article shall be subject to revocation by the employees who executed such assignments, upon giving written notice to that effect. Such notice shall be given to the FMBA and the Township Treasurer. The Township Treasurer

shall thereafter cease withholding any monies whatever under such check-off authorization.

Assignees shall have no right or interest whatsoever in any money authorizedly withheld until such money is actually paid over to them. The Township or any of its officers and employees shall not be liable for any delay in carrying out such deduction, and upon forwarding a check in payment of such deductions by mail to the assignees' last known address, the Township and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

ARTICLE 3. ACCESS

A duly authorized representative of the FMBA, designated in writing, after reporting to the office of the Chief, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Upon request, the FMBA representative shall state the purpose of his visit. Except in an emergency, at least four (4) hours advance notice must be given. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations.

ARTICLE 4. BULLETIN BOARD

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

ARTICLE 5. PROBATIONARY EMPLOYEES.

N.A.H. New employees shall remain probationary until after completion of ~~ninety~~ *One hundred & Eighty 180 (was)* ~~(90)~~ calendar days of service from the date

of last hiring. Upon completion of said period, such employees shall enjoy seniority status from the date of last hiring.

Employees shall have no seniority rights during this probationary period. Their employment may be terminated at any time in the sole discretion of the Township. Discharges during the probationary period shall not be subject to the grievance and arbitration procedure. *N.A.H. during the first 90 days of employment (was)*

ARTICLE 6. SENIORITY

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

- (a) discharge
- (b) resignation

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

- (a) failure to return promptly upon expiration of authorized leave;
- (b) absence for five (5) consecutive working days without leave or notice;
- (c) absence for illness or non-connected work injury for more than one (1) continuous year;
- (d) ^{n.g.u.} ~~layoff~~ ^{Voluntary (was)} for longer than six (6) consecutive months. ✓

ARTICLE 7. DISCIPLINE AND DISCHARGE

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

Summary discharge may be invoked by the Township for causes including, but not limited to drunkenness on the job, use of narcotics, dishonesty, careless use or abuse of Township property, insubordination, negligence in the performance of duties and incompetence. ^{n.g.u.} ~~incompetence~~ ^{Un-due absence (was)}

In the event that a suspended or discharged employee feels that he has been unjustly dealt with, said employee or the FMRA, with permission of the employee, shall have the right to file a grievance which must be in writing, within five (5) working days, Saturdays, Sundays and Holidays excluded, from the time of suspension or discharge. Said complaint will be treated as a grievance, subject to the grievance and arbitration proceedings herein provided. If no complaint is filed within the time specified, then said suspension or discharge shall be deemed to be absolute.

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

ARTICLE 8. MANAGEMENT RESPONSIBILITY

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

ARTICLE 9. RULES AND REGULATIONS

The Chief may establish and enforce binding rules and regulations in connection with the operation of the Fire Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Within forty-eight (48) hours of the promulgation of such rules the Township shall submit them to the FMBA for any recommendations or suggestions to which the Township will give due consideration. Copies shall be furnished to the FMBA. It is understood that application of this Agreement shall not in any way

hamper enforcement of the Departmental rules and regulations.

It is understood that employees shall comply with all rules and regulations of the Department, and order of directions issued by the Chief or his designee, from time to time. Employees shall promptly and efficiently execute the instructions and orders of superior officers. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instructions as a grievance which shall be handled in accordance with the grievance procedure set forth in Article 10 of this Agreement.

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

ARTICLE 10. GRIEVANCE PROCEDURE AND ARBITRATION

In the event that any difference or dispute should arise between the Township and the FMBA or its members employed by the Township, over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the grievance is filed within five (5) working days of

its occurrence or employee knowledge thereof:

- (1) Between the aggrieved employee (with or without the steward) and the Chief. If no satisfactory agreement is reached within two (2) working days, then
- (2) between an FMBA Grievance Committee, in conference with the Chief. Should no acceptable agreement be reached within an additional five (5) working days, ^(na) *then any appeal shall be taken to the Township Committee.*
- (3) the matter may be referred to arbitration by the Township or the FMBA only.

Either party may within seven (7) days after the Step 2 meeting request the New Jersey Public Employment Relations Commission to submit a list of arbitrators from which the parties may select an arbitrator. [The arbitrator shall be limited to the issues presented, and shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to establish or change any wage rate. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees, and other expenses shall be borne by the parties respectively.]

Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last Township answer.

It is specifically understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance (a) involves the existence of alleged violation of any agreement other than the present Agreement between the parties; (b) involves issues which were discussed at negotiations but not expressly covered by the terms and conditions of this Agreement;

(c) involves claims of violation of an allegedly implied or assumed obligation; (d) would require an arbitrator to rule on, consider or decide the appropriate hourly or salary rate of pay negotiated between the parties, or the method by which his pay shall be determined; (e) would require an arbitrator to consider, rule on, or decide any of the following: (i) the level, title, or other designation of an employee's job classification, or (ii) the right of management to assign or reassign work -- provided such assignment does not conflict with Article 22; (f) pertains in any way to the establishment, administration, interpretation or application of insurance, pension, savings or other benefit plans in which covered employees are eligible to participate; (g) involves discipline or discharge of employees who have not satisfactorily completed the designated probationary period.

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

ARTICLE 11. WORKWEEK

1. It is agreed that the normal workweek for unit employees performing fire fighting duties shall be an average of forty-two (42) hours computed over the period of an eight (8) week cycle ⁷¹⁴⁴ ~~as per ordinance~~ (11.02)

2. Present work schedules shall be maintained, subject to change by mutual consent.

ARTICLE 12. OVERTIME

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

Up to 15 minutes - 1/4 hour overtime payment computed at the hourly rate.

Up to 30 minutes - 1/2 hour overtime payment computed at the hourly rate.

Between 30 minutes and 1 hour - one hour overtime payment computed at the hourly rate.

Firemen are not required to work on what has been known heretofore as the "plus" system.

ARTICLE 13. EXCHANGE OF SHIFTS

An employee may, with approval of the Chief or his designee not less than one (1) day in advance, arrange to exchange shifts with another employee so long as there is no additional cost to the Township.

ARTICLE 14. NO DISCRIMINATION

The parties agree there shall be no discrimination with regard to hiring, promotion, job assignment, or other conditions of employment because of race, age, sex, creed, color, national origin, ^{7.4.4.} ~~union~~ ^{F.M.P.A. (was)} activities or otherwise.

ARTICLE 15. HOLIDAYS

1. An employee not required to work shall ^{7.4.4. (was)} ~~receive~~ receive wages based upon eight (8) hours straight time hourly rate of pay, for each of the following holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

provided that he shall have served his probationary period, and is on the job and available for work his last full scheduled workday before and his first full scheduled workday after the holiday, even though in different workweeks, except in case of proven illness or injury.

2. Employees shall be paid the holiday pay for any of the above holidays if it falls on Saturday.

3. If any of the above holidays fall on Sunday, Monday shall be considered as the holiday if it is generally observed as such in the community.

4. Where the Department operates on any of the above holidays or holiday periods, working employees shall receive their holiday pay ^{(was) 794.} ~~for all hours worked on such holiday, or holiday period.~~ *as set forth in paragraph #1, (was) 794.*

5. If one of the above holidays falls within an employee's vacation period, the employee shall receive the holiday pay in addition to any vacation pay to which he may be entitled.

6. Payment for the first three (3) listed holidays will be made as one payment on the pay date next following final adoption of the Municipal budget and the remaining holidays will be paid the pay day following the holiday. (ordinance).

ARTICLE 16. VACATIONS

Vacations shall be granted to officers and members of the Fire Department in accordance with the Resolution adopted February 15, 1972 pertaining to the members of the Police Department. It is further agreed that during the year 1972 the members who are unable because of schedule to take the additional vacation

days shall receive compensatory time and in the following years, the vacation procedures shall be as existed previously. That is, there shall be two men off per platoon and they shall receive their regularly scheduled three (3) off days prior to the start of their vacation. Vacations may be taken throughout the year and in the event an employee is brought in to work because of vacation schedules, he shall receive compensatory time which shall be taken prior to the end of the year. In the event the compensatory time is not available, the employee shall be paid on an hourly basis.

ARTICLE 17. INJURY LEAVE

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

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

3. The Township may require that the injury or disability be evidenced by a certificate of a physician designated by the Township to examine the employee whenever in its judgment such examination is deemed appropriate.

ARTICLE 18. INSURANCE

All employees of the Fire Department, covered by this Agreement and eligible members of their family shall be entitled to full coverage of Blue Cross, Blue Shield and Rider "J"

and major medical insurance as provided for in the State Health plan, when the changeover becomes effective. The premiums for these benefits shall be paid for by the Township.

All other insurance benefits presently in effect shall be maintained throughout the period of the contract.

ARTICLE 19. LEAVE OF ABSENCE

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

ARTICLE 20. MILITARY CLAUSE

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

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

ARTICLE 21. SICK LEAVE

Whenever an employee is injured, ill, or disabled other than in the line of duty, the Township shall grant him a leave of absence up to ninety (90) days at full pay. For the next ninety (90) days the Township shall grant him time off at one-half (1/2) his prevailing rate of pay. An employee out as a result of said injury, illness or disability shall not lose any vacation due him until after being out in excess of thirty (30) consecutive days. For every three (3) additional days out,

said employee shall lose one (1) vacation day. There shall be no loss of vacation whenever an employee is injured in the line of duty.

ARTICLE 22. FMBA BUSINESS LEAVE

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

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

2. Leaves of absence with pay to attend and serve as delegates to conventions of the FMBA may be granted in writing to not more than six (6) unit employees during a calendar year, with the extent of the leave limited to five (5) days per delegate, contingent upon available manpower to the Township. Application for leave shall be made in writing not less than two (2) weeks in advance. The parties also agree to be bound by the provisions of New Jersey Statutes 11:26 C-4, where applicable.

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

ARTICLE 23. FUNERAL LEAVE

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

ARTICLE 24. CLOTHING ALLOWANCE

Employees of the Fire Department covered by this Agreement shall receive One Hundred Twenty Five Dollars (\$125.00) clothing allowance ^{794. annually, (was)} for maintenance and upkeep of all clothing and equipment ^{794. except that (was)} issued by the Township immediately upon signing of this Memorandum of Agreement. The Township shall supply a work jacket every two (2) years, commencing with the execution of this Agreement and will continue to supply boots, turn-out coat, helmet, face shield, gloves and flashlight.

ARTICLE 25. WAGES

Salaries for all employees covered by this Agreement shall be as follows for the year 1972. The salaries shall be payable retroactive to January 1, 1972:

<u>Rank</u>	<u>1972 Wages</u>	
Captain	\$14,352.00	794.
Lieutenant	\$13,260.00	12,714.00 (was)
First Grade	\$11,076.00	
Second Grade	\$10,400.00	
Third Grade	\$ 9,750.00	
Fourth Grade	\$ 9,074.00	
Fifth Grade	794. \$ 8,424.00	(was)

~~(Safety rules shall be promulgated by the Township subject to review by the FMBA.)~~ ^{final} M.A.G.

The FMBA may submit proposed changes in safety regulations which shall be reviewed with representatives of the Township to determine implementation.

ARTICLE 30. SEVERABILITY

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

ARTICLE 31. EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the Township and the FMBA or any individual employee covered by this Agreement is hereby superseded.

ARTICLE 26. ACTING OFFICERS

Whenever any fireman or Lieutenant is required to serve as an acting Lieutenant or acting Captain, he shall, after ^{794, cumulative (ual)} fourteen (14) ^{794, in each calendar yr (ual)} working days of such service, receive the prevailing rate of Lieutenant or Captain's pay. This shall occur on a day-to-day rotating basis for all senior men.

ARTICLE 27. PERFORMANCE OF FIRE RELATED DUTIES

No firemen of the Fire Department shall be assigned to perform any duty which is unrelated to fire fighting, fire prevention, and care and maintenance of fire fighting equipment, and all other fire related duties which have heretofore been performed.

ARTICLE 28. PERSONNEL RECORDS

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

ARTICLE 29. SAFETY

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

~~Federal, State and Township laws and safety rules must be strictly adhered to by the employees and the Township,~~ ^{794, ual} ~~when~~ ^{794, ual} ~~SA Safety Rules shall be promulgated by Township subject to Review by F.M.B.A.~~

ever changes in safety rules are to be established, they shall be discussed and agreed to with the FMBA,

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

RIDER

ARTICLE 29A. LONGEVITY.

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

Longevity pay shall commence after five(5)years of continuous service and subsequent five(5)year periods of continuous service shall increase the member's longevity pay two percent until a maximum of ten per cent is realized. The longevity pay shall be incorporated in the pension system after twenty-five (25)years service to coincide with the vested retirement rights. The amount due each fireman at the twenty-five(25)year level shall be computed in advance and included pro-rata with his regular salary. The following scale shall be used in calculating longevity:

Fifth Anniversary	2%
Tenth Anniversary	4%
Fifteenth Anniversary	6%
Twentieth Anniversary	8%
Twenty-fifth Anniversary	10%

ARTICLE 29B. F.M.B.A. ROOM.

The Chief shall make available a room in Fire Headquarters when requested by the F.M.B.A. in order for it to conduct its meetings. *4 - shall retain its present office (not 2,000)*

ARTICLE 12. The following shall be considered part of Article 12.

All other overtime shall be in accordance with present practice.

ARTICLE 32. TERMINATION CLAUSE

This Agreement shall be in full force and effect from January 1, 1972 to and including December 31, 1973, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

This Agreement shall be reopened December 15, 1972 for consideration of wages, holidays and longevity exclusively.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 2nd day of November.

TOWNSHIP OF MAPLEWOOD, N.J.

FIREMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 25

By: Robert J. [Signature]
Mayor

By: Norman A. [Signature], Chairman
Walter [Signature]

Attest: _____

W. Melbourne [Signature]
Township Clerk

Thomas J. [Signature]