

**THE TOWNSHIP OF SPRINGFIELD  
AND  
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION  
LOCAL 57-A SUPERIOR OFFICERS**

---

**JANUARY 1, 2015 through DECEMBER 31, 2019**

---

**TABLE OF CONTENTS**

PREAMBLE..... 1

ARTICLE I RECOGNITION AND SCOPE OF AGREEMENT..... 2

ARTICLE II COLLECTIVE BARGAINING PROCEDURE ..... 3

ARTICLE III CONDUCTING FMBA SOA BUSINESS ON TOWNSHIP TIME..... 4

ARTICLE IV DISCRIMINATION AND COERCION ..... 6

ARTICLE V WAGES ..... 7

ARTICLE VI INSURANCE ..... 8

ARTICLE VII CLOTHING ALLOWANCE..... 15

ARTICLE VIII HOLIDAY PAY ..... 17

ARTICLE IX OVERTIME ..... 19

ARTICLE X HOURS..... 23

ARTICLE XI LEAVES OF ABSENCE..... 24

ARTICLE XII VACATIONS ..... 25

ARTICLE XIII MAINTENANCE OF STANDARDS AND PROTECTION OF CONDITIONS ..... 28

ARTICLE XIV BULLETIN BOARDS ..... 30

ARTICLE XV LIABILITY INSURANCE ..... 31

ARTICLE XVI PENSIONS..... 32

ARTICLE XVII GRIEVANCE PROCEDURE ..... 33

ARTICLE XVIII ARBITRATION ..... 36

ARTICLE XIX RETROACTIVITY ..... 37

ARTICLE XX DIRECTION ..... 38

ARTICLE XXI LONGEVITY ..... 39

ARTICLE XXII ACTING CAPACITY ..... 41

ARTICLE XXIII MUTUAL AID ..... 42

ARTICLE XXIV PROFESSIONAL DEVELOPMENT PROGRAM..... 43

ARTICLE XXVI MANAGEMENT RIGHTS ..... 47

ARTICLE XXVII WAIVERS ..... 49

ARTICLE XXVIII SAVINGS CLAUSE ..... 50

ARTICLE XXIX TERMS AND CONDITION OF THIS AGREEMENT ..... 51

ARTICLE XXX MISCELLANEOUS..... 52  
ARTICLE XXXI PERSONNEL POLICY MANUAL..... 53  
ARTICLE XXXII CAPTAIN’S BILL OF RIGHTS ..... 54  
ARTICLE XXXIII OUTSIDE EMPLOYMENT ..... 56  
ARTICLE XXXV EMPLOYMENT OUTSIDE SPRINGFIELD ..... 58  
ARTICLE XXXVI STIPENDS ..... 59  
ARTICLE XXXVII ADMINISTRATIVE CAPTAIN..... 61  
ARTICLE XXXVIII TERMINAL LEAVE ..... 62

**PREAMBLE**

This Agreement, effective as of the 1<sup>st</sup> day of January of the term of this Agreement, by and between the Township of Springfield, New Jersey, hereinafter referred to as the "Township" and Local No. 57A Firefighter's Mutual Benevolent Association (Superior Officers Association ) hereinafter referred to as the "FMBA SOA.", is designed to maintain and promote harmonious relations 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.



**ARTICLE I**  
**RECOGNITION AND SCOPE OF AGREEMENT**

Section 1

The Township hereby recognizes FMBA SOA Local 57A as the sole and exclusive representative of all captains [a/k/a members or employees] in the bargaining units as defined in Article I, Section 2, herein for the purpose of collective negotiations and all activities and procedures relative thereto.

Section 2

The bargaining unit shall consist of all Captains of the Fire Department of the Township of Springfield, New Jersey now employed or hereinafter employed.

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 a share one of a twenty-four (24) hour shift either a ten (10) hour day or a 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 Administrator and Chief Financial Officer and the FMBA SOA 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 FMBA SOA.

Section 3

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



**ARTICLE III**  
**CONDUCTING FMBA SOA BUSINESS ON TOWNSHIP TIME**

Section 1

The Chief of the Fire Department shall permit members of the FMBA SOA Grievance Committee and the members of the FMBA SOA Negotiating Committee permission to attend meetings of said committees during the duty hours of the Captains 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 FMBA SOA grievance committee or the FMBA SOA 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 negotiation with the Township to the Captains of this unit in combination with Local 57. However, in no event shall the combined maximum number exceed that number set forth in the applicable section of the Local 57 Township of Springfield Collective Bargaining Agreement.

Section 4

The Executive Delegate of the FMBA SOA if only the delegate is a Captain shall be granted leave from duty with full pay, not to exceed two (2) days, for all membership meetings of the State FMBA 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.

Section 5

Any Captain (not to exceed one (1) per year) of the Fire Department, including Local 57A, that is elected to a State FMBA position shall be granted necessary time off with full pay (not to exceed forty-eight (48) hours per year) to attend meetings and conventions of the State FMBA.





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 FMBA SOA because of membership or activity in the FMBA. The FMBA SOA shall not discriminate, interfere, harass, or coerce employees for non-membership in the FMBA SOA. Neither the Township nor the FMBA SOA shall discriminate against any employee because of race, creed, color, sex, or national origin.



**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:

**ANNUAL SALARY FOR CAPTAINS**

**NO LONGEVITY, NO STIPENDS**

Effective 01/01/2014	\$123,835.00
Effective 01/01/2015	\$126,002.00
Effective 01/01/2016	\$128,207.00
Effective 01/01/2017	\$130,451.00
Effective 01/01/2018	\$132,734.00
Effective 01/01/2019	\$135,057.00

\* All salaries are inclusive of holiday pay.

Wages shall be retroactive to January 1<sup>st</sup> of the applicable year.

**Section 2**

When an Captain 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 heretofore been the practice.

**Section 3**

Wages shall be paid every two (2) weeks. All Captains are required to 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 dependents, 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.



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. In order to qualify for this stipend, the employee will be required to provide proof of other health insurance coverage.

Surrender 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 stipe shall be paid in their bi-weekly 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 Springfield, or upon retirement on a disability then the member shall be afforded medical coverage for his and/or her life <sup>by</sup> ~~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, 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

MM  
MS

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 the benefits are equal to or better.

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 the benefits provided are equal to or better. 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 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 the benefits provided are equal to or better. 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.

A handwritten signature in black ink, appearing to be 'DMA', with a long horizontal line extending to the right.

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 for his/her share of Medicare premiums which is required by Medicare or its equivalent.

For members hired after 12/31/2014 and have completed 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 <sup>by</sup> ~~from~~ the Township ~~by~~ paying the cost of the <sup>MM</sup> ~~by~~ premiums for medical coverage limited to: major medical (including prescription), vision care and dental coverage. <sup>WS</sup> 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 the benefits provided are equal to or better.



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. 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 the benefits provided are equal to or better. 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 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 the benefits provided are equal to or better. 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 after 12/31/2014 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 after 12/31/2014 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 (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 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 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 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.



**ARTICLE VII**  
**CLOTHING ALLOWANCE**

Section 1

Effective January 1, 1989, the cash allotment was added to the Captain's yearly base salary and is herewith deleted from this Agreement. Maintenance of the Class A Uniform and Station/Work clothes shall be at the Captain's expense.

Section 2

Class A and Station/Work uniforms which must be replaced as a result of normal wear and tear 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 3

Personal protective clothing consisting of helmet, turnout coat, turnout pants, hoods, gloves and boots shall be provided to each member of the bargaining unit at no cost to the employee. Personal protective clothing which requires replacement and/or repair shall be at Township's expense.

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, unfrayed, without holes and not excessively worn.



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.



**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	Labor Day
Floating Holiday	Columbus Day
President's Day	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Martin Luther King Day	

It is recognized by both parties that the employees of the Fire Department may not by 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 Captain'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 Chief's discretion and receive, therefore, payment for the day worked at the established annual salary rate and, in addition thereto, payment for the day off which shall be established at the annual salary rate.



Section 3

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



**ARTICLE IX**  
**OVERTIME**

Section 1

- A. In the event a Captain is called to respond to a fire or other emergency duty on a 1<sup>st</sup> 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 Captain 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 Captain is schedule to work for another Captain 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 hours, the Captain 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. Captains 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 Captain 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 hour days, fourteen 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 Captain 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 Captain and he/she refused 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. The employee's request will remain in effect for the named calendar year. 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.

The normal hourly rate for the Administrative Captain shall be computed as follows: the sum of the pensionable base + stipends + longevity equals A. B shall be equal to: 40 hours per week x 52 weeks or 2080 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.

#### 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 Captain 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 Captain'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 Captain's hours become deficient, then the Captain shall be scheduled when overtime coverage is necessary.

#### 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.



**ARTICLE X**  
**HOURS**

- A. The work hours for a Captain shall consist of twenty-four (24) hours on duty followed by seventy-two (72) hours off duty, except an Administrative Captain.
- B. The Township shall commence a tour consisting of twenty-four (24) hours on duty commencing at 0755 and ending at 0800 the following day. The firefighter shall then be off for seventy-two (72) hours.
- C. The Administrative Captain shall be on duty for forty (40) hours per week with said hours scheduled by the Fire Chief.



**ARTICLE XI**  
**LEAVES OF ABSENSE**

Section 1

Leaves of absence may be granted by the Township 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.

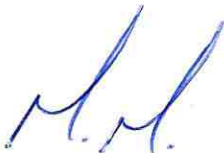
Section 2 – Leave Without Pay

Any employee may be granted, upon recommendation 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 twenty-four (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 ten (10) work days or 100 hours for an Administrative Captain and five (5) work days or 120 hours for 24/72 employees beginning with the date of death, for the employee to tend to arrangements for funeral of a spouse or children.

In all other circumstances, employees shall be granted leave with pay not to exceed two (2) work days or 48 hours for 24/72 employees and four (4) work days or 40 hours for an Administrative Captain beginning with the date of death, for the employee to tend to arrangement for funerals of grandchildren, parents, brothers or sisters, grandparents or mother-in-law or father-in-law.



**ARTICLE XII**  
**VACATIONS**

1. The Administrative Captain shall be entitled to (24) 10 hour duty shift and 7 per diems.
2. All shift Captains covered by this Agreement shall receive (10) -24 hour duty shifts and 7 per diems.
  - a. Seniority and grade within the group shall be the basis for determining preference of vacation days until March 15<sup>th</sup>.
  - b. 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 (5) months consecutively upon returning from an extended voluntary leave of absence or resignation before he/she will be permitted to take his/her vacation.
  - c. In the event of retirement or death, the employee or his/her estate shall receive his/her earned vacation pay.
  - d. The employee's vacation pay shall be in the same amount had he/she worked his/her standard schedule.
  - e. Vacation through Christmas holiday 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, the name or names of the employees who will fill in for him/her in case of need.

- f. All of the above provisions relating 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 of the department.
- g. The Township agrees to allow each member seven (7) per diems off to be charged to the member's time off. 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 those employees of his/her tour senior or higher in rank over him. 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".
- h. An employee may carry over to the following year a minimum of two (2) unused per diems provided these days are used prior to March 31<sup>st</sup> of the that following year. The days that are carried over may be combined with vacation days from 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.



- i. 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 (3) days or seventy-two (72) hours prior to requested days off, except in the case of an emergency when the request can be made by telephone at any time prior to the beginning of the requested day(s) off. An emergency is defined, for the purpose of this section, as an unforeseen or unexpected event or circumstance.
- j. Captains with a minimum of ten (10) years of service with Springfield may "bank" up to two (2) unused vacation days per year up to a maximum of ten (10) per diems in total. These "banked" days can only be used when added to the Captain's terminal leave.



**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 1<sup>st</sup> 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 related 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 Captains 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:

Chairman of the Public Safety Committee (or designee)

Fire Chief (or designee)

One member of Captain's FMBA Local 57A



One member of Firefighter's FMBA 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.





ARTICLE XIV

BULLETIN BOARDS

The Township shall permit the FMBA SOA reasonable use of designated bulletin boards located in the respective firehouse for posting notices concerning FMBA SOA business and activities, but no notices shall contain salacious, inflammatory or anonymous material. All material prior to posting must be approved by the Fire Chief and the Administrator



**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 assigned duties. Adequate coverage shall mean the terms and conditions as specified in the Township's insurance policies.



**ARTICLE XVI**

**PENSIONS**

The Township shall provide pensions and retirement benefits to employees covered by this Agreement pursuant to the provisions of the Statutes and Laws of the State of New Jersey.

The pension system will be the police and firemen's retirement system or the public employees retirement system pending the member's qualifications at the time of hiring.

The Township shall provide medical treatment to employees who retire due to disability and their injuries arising out of and in the course of their employment in the Fire Department.



**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 Captain and the Township or between the FMBA SOA and the Township 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 a policy or administrative decision or a past practice interpreting this Agreement which affects them.

**Section 2**

Nothing in this Agreement shall prevent a Captain 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 grievances and shall be performed in the order specified:

1. In the first instance, the FMBA SOA 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, the FMBA SOA 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 FMBA SOA shall initiate his/her complaint within thirty (30) calendar days after regaining his/her capacity



to act, to the Chief of the Fire Department. The Answer to such grievance shall be made in writing with a copy to the FMBA SOA and information 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 in Paragraph 2 herein or if no answer has been received from the Chief within the time set forth therein, the FMBA SOA shall submit the grievance to the Township Committee for the purpose of adjudicating or resolving such grievances. The Township Committee 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 shall notify the FMBA SOA in writing. The Township Committee shall 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 SOA and the employee concerned within ten (10) calendar days of the hearing. Nothing herein contained shall prohibit the informal settlement of a grievance at any stage.
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 each grievance to Arbitration in accordance with Article XVIII herein.
5. Captains shall be representatives of the Township when requested by the Chief, or Township Committee for purposes of supervision or grievance adjustments



arising from grievances filed under the contract with the Firefighters (Local 57).  
Under no circumstances shall Captains represent firefighters in grievance nor  
shall they participate in a Local 57 grievance meeting.



**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 referred 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.



**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, or to January 1<sup>st</sup> of the applicable year unless provided herein.





**ARTICLE XX**  
**DIRECTION**

The members of the paid Fire Department shall be under the orders and supervision of the paid Fire Chief exclusively.



**ARTICLE XXI**

**LONGEVITY**

**Section 1**

- A. All members hired before 10/7/1997 shall be paid in addition to the raises of pay set forth in Article V herein, a longevity increment based upon years of service with the Springfield's Fire Department in accordance with the following schedule to all covered employees:

YEARS OF SERVICE	PERCENTAGE
5 years	2%
9 years	4%
13 years	6%
17 years	8%
19 years	10%
21 years and thereafter	12%

\*\*Note: Any covered employee who as of October 7, 1997, has a longevity increment which is greater than 12% shall be grand-fathered at their increment on said date.

- B. All members hired after 10/7/1997 but before 01/01/2004 shall be paid in addition to the pay set forth in Article V herein, a longevity increment based upon years of service with the Springfield's Fire Department in accordance with the following schedule:

YEARS OF SERVICE	PERCENTAGE
5 years	2%
10 years	4%
15 years	6%
20 years	8%

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



Section 2

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



**ARTICLE XXII**  
**ACTING CAPACITY**

When the Chief deems necessary, the Administrative Captain shall be assigned "Acting" Deputy Chief in accordance with a duty schedule directed by the Chief. In the event that the Administrative Captain is not available the Senior Captain shall be assigned Acting Deputy Chief. Compensation for such duty shall be at the Deputy Chief's rate of pay.



**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 en-route thereto or therefrom, such employee will be fully covered by insurance and pensions, the same as if he/he were working in Springfield.



**ARTICLE XXIV**  
**PROFESSIONAL DEVELOPMENT PROGRAM**

Section 1

Any Captain 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 1<sup>st</sup> prior to the school year, along with an estimated cost of tuition and book expenses . The Fire Chief and the Public Safety Committee, after their approval, 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's Degree:            | Fire Science            |
|    |                               | Public Safety           |
|    |                               | Public Administration   |
|    |                               | Business Administration |
| c. | Master's Degree:              | Public Administration   |

Section 3

Textbook purchase reimbursed pursuant to this provision, will be maintained in the Fire Department library.



Section 4

Employees will be reimbursed for the cost of tuition and books provided the Captain achieves a grade of "C" or better for the course. If pass fail, must receive a pass.

Section 5

The Township agrees to make arrangements for the Captain 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 hour travel time to class plus a maximum of one hour travel time to return to the firehouse.

Section 7

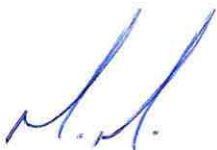
Tuition reimbursement for Masters of Public Administration Program courses shall be limited to \$100.00 per credit.

Section 8

Those Captains 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 Captain must first achieve an Associate of Applied Science Degree in Fire Science or Public Safety.



Section 10

A Captain 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 or 60 credits completed

Section 11

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

\$1,100.00 per annum for an Associate of Applied Science

\$1,250.00 per annum for a 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. The maximum amount per annum to be paid or incurred by the Township for all FMBA and FMBA 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.

Section 13

Professional Development monies shall be included in the Captain's base pay with longevity and pension included.





**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 FMBA SOA shall be maintained at no 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 FMBA SOA 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.
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 right, 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.



**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 and 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 FMBA SOA agree to meet within ten (10) calendar days of such determination and negotiate a valid clause reflecting the intent of the parties and to reach such agreement concerning such valid clause within thirty (30) calendar days. Said thirty (30) calendar days may be extended by mutual consent of both parties.



**ARTICLE XXIX**  
**TERMS AND CONDITION OF THIS AGREEMENT**

Section 1

The term of this Agreement shall commence on January 1, 2015 and extend through December 31, 2019.

Section 2

The terms of this Agreement shall remain in full force and effect until replaced by a new Agreement.



**ARTICLE XXX**  
**MISCELLANEOUS**

All employees who are represented by the Association but are not members shall be obligated to pay a representation fee to the Association of an amount of up to eighty-five (85%) percent of the Association membership dues and assessment. The Township agrees according to statute to deduct said fee from wages

The FMBA SOA 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 FMBA SOA under this Article.



**ARTICLE XXXI**  
**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.





**ARTICLE XXXII**  
**CAPTAIN'S BILL OF RIGHTS**

Section 1

If a complaint is lodged against a Captain, 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

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 5

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 6

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.



**ARTICLE XXXIII**  
**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 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.



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.

SOA

FMB



57  
~~58~~



ARTICLE XXXV

EMPLOYMENT OUTSIDE SPRINGFIELD

All members of the FMBA SOA 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 dollar, compensation greater than one dollar, earned income greater than one dollar within seven (7) calendar days shall be considered a breach of this contract subject to disciplinary repercussions including but not limited to suspension, termination and monetary damages.

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



ARTICLE XXXVI

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 above stipends will be added to the base wages shown in Schedule A 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 pensionable 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. Further, the reference amount shall be shown on Schedule A as other stipends, enhancements, etc. are shown currently.



ARTICLE XXXVII

ADMINISTRATIVE CAPTAIN

Effective 01/01/2015, the Fire Chief shall at his option and on annual basis appoint an Administrative Captain for the following purposes:

Assist the Fire Chief in any and all administrative procedures, and

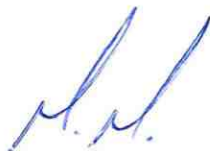
act as Fire Chief in his absence, and

carry out any and all rules and regulations created by the Fire Chief, and

Provide assistance to any fire fighter and/or Captain at any time at any location.

The Fire Chief shall provide an annual evaluation of the Administrative Captain's performance.

Upon the recommendation of the Fire Chief and annual approval of the Township Committee, the Administrative Captain shall receive an additional annual stipend of \$6,000.00. This stipend shall be considered part of his pensionable base and included in his biweekly pay. All hours for the administrative captain shall be set by the Fire Chief but in no event shall the total weekly hours be less than 40.





ARTICLE XXXVIII

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.

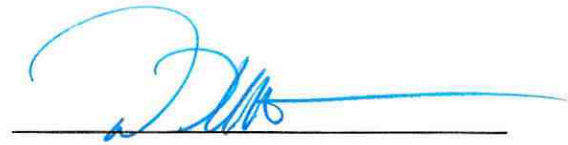


By this Agreement, the parties state their intent and in witness whereof, the parties hereto have hereunto set their hands in the Township of Springfield, County of Union, State of New Jersey on this 22 day of December, 2015.

ATTEST:  
TOWNSHIP OF SPRINGFIELD



Linda M. Donnelly  
TOWNSHIP CLERK



David Barnett, Mayor

ATTEST:  
FIREFIGHTERS MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 57A, SUPERIOR OFFICERS



DATED: Dec. 22, 2015