

Contract 637

LIPSEY
INSURANCE COMPANY

RUTHERFORD COUNTY

A G R E E M E N T

between

TOWNSHIP OF BLOOMFIELD
ESSEX COUNTY, NEW JERSEY

and

BLOOMFIELD FIRE SUPERIOR OFFICERS ASSOCIATION

January 1, 1990 through December 31, 1991

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PREAMBLE

This Agreement is entered into this *24th* day of *April 1991* 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 BLOOMFIELD FIRE SUPERIOR OFFICERS ASSOCIATION (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 Collective Negotiations for all Deputy Chiefs 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 action 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 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. Definition

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 the Agreement and may be raised by an individual, the Association on behalf of an individual employee or group of employees, or the Township.

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 and the Fire Chief, for the purpose of resolving the matter informally. Failure to act within said seven (7) working days shall be deemed to constitute an abandonment of the grievance.

GRIEVANCE PROCEDURE (Continued)

(b) The Fire Chief shall render a decision within five (5) calendar days after receipt of the grievance.

Step Two:

(a) In the event the grievance has not been resolved in or at Step One, the employee or the Association shall, in writing and signed, file an Appeal with the Township Administrator within five (5) calendar days following the determination at Step One.

(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 Township Administrator shall render a determination, in writing, within twenty (20) calendar days from receipt of Appeal.

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 Township Administrator's determination to the Mayor and Township Council within five (5) calendar days following the determination at Step Two.

(b) The Mayor and Township Council shall render a determination, in writing, within fifteen (15) calendar days from receipt of the Appeal.

GRIEVANCE PROCEDURE (Continued)

Step Four:

(a) In the event the grievance has not been resolved in or at Step Three, 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 of 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 Relations 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 at 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 grievant may proceed to the next Step.

GRIEVANCE PROCEDURE (Continued)

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 representatives of the Township within ten (10) calendar days of filing of the grievance. In the event no adjustment has been satisfactorily made within ten (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 grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the party or parties cancelling same.

ARTICLE IV

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 offices. 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 cards submitted by the Association to the Employer.

ARTICLE V

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 damages, or both, in the event of such breach by the Association or its members.

ARTICLE VI

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)
Eighth 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. Overtime pay shall be paid to officers holding the title of Deputy Fire Chief at the flat rate of pay of \$200.00 per year, payable semi-annually, \$100.00 in July and \$100.00 in December of each year, 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, 1968, Volume 11 of Township Ordinances, pages 112, etc.

ARTICLE 'VII

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 may take NO days vacation.

In the 2nd calendar year of service, an employee earns thirteen (13) 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 thirteen (13) working days per year of service and may take THIRTEEN (13) days vacation.

In the 4th calendar year of service, an employee earns thirteen (13) working days per year of service and may take THIRTEEN (13) days vacation.

In the 5th calendar year of service, an employee earns thirteen (13) working days per year of service and may take THIRTEEN (13) days vacation.

In the 6th calendar year of service, an employee earns thirteen (13) working days per year of service and may take THIRTEEN (13) days vacation.

In the 7th calendar year of service, an employee earns thirteen (13) working days per year of service and may take THIRTEEN (13) days vacation.

In the 8th calendar year of service, an employee earns thirteen (13) working days per year of service and may take THIRTEEN (13) days vacation.

In the 9th calendar year of service, an employee earns thirteen (13) working days per year of service and may take THIRTEEN (13) days vacation.

In the 10th calendar year of service, an employee earns thirteen (13) working days per year of service and may take THIRTEEN (13) days vacation.

In the 11th calendar year of service, an employee earns nineteen (19) working days per year of service and may take NINETEEN (19) days vacation.

In the 12th calendar year of service, an employee earns nineteen (19) working days per year of service and may take NINETEEN (19) days vacation.

VACATION LEAVE (Continued)-----

In the 13th calendar year of service, an employee earns nineteen (19) working days per year of service and may take NINETEEN (19) days vacation.

In the 14th calendar year of service, an employee earns nineteen (19) working days per year of service and may take NINETEEN (19) days vacation.

In the 15th calendar year of service, an employee earns nineteen (19) working days per year of service and may take NINETEEN (19) days vacation.

In the 16th calendar year of service, an employee earns nineteen (19) working days per year of service and may take NINETEEN (19) days vacation.

In the 17th calendar year of service, an employee earns nineteen (19) working days per year of service and may take NINETEEN (19) days vacation.

In the 18th calendar year of service, an employee earns nineteen (19) working days per year of service and may take NINETEEN (19) days vacation.

In the 19th calendar year of service, an employee earns nineteen (19) working days per year of service and may take NINETEEN (19) days vacation.

In the 20th calendar year of service, an employee earns nineteen (19) working days per year of service and may take NINETEEN (19) days vacation.

In the 21st calendar year of service, an employee earns twenty-one (21) working days per year of service and may take TWENTY-ONE (21) days vacation.

In the years thereafter, an employee earns twenty-one (21) working days per year of service and may take TWENTY-ONE (21) days vacation.

A.1. Effective January 1, 1991, the number of vacation days earned will be increased by one (1) day, so that all employees covered by this Agreement will receive one (1) additional vacation day in addition to those listed in the above schedule.

VACATION LEAVE (Continued)

B. The total years of service after permanent appointment of each employee in the classified Civil Service shall be considered in determining annual vacation leave provided under the above schedule.

C.1. Vacation leave shall be taken during the calendar year following the year in which vacation leave is earned at such time as permitted or directed by the Chief unless the Chief determines and certifies that it cannot be taken because of pressure of work.

C.2. Annual vacation leave may be carried forward to the next succeeding calendar year only in the event the employee's leave cannot be granted or the leave taken because of the business needs of the Township, or in the event that such employee requests permission for personal reasons to carry the leave forward and such permission is approved by the Township. Such leave shall be used by December 31st.

C.3. 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 VIII

HOLIDAY PAY

A. Every employee shall be granted fourteen (14) holidays, with pay, in lieu of time off, for the following holidays:

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

The Township shall pay Holiday pay to all Fire Deputy Chiefs 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 fourteen (14) holidays with pay regardless of whether the Deputy Chiefs are assigned to duty or work on any of such fourteen (14) 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.

HOLIDAY PAY (Continued)

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 Deputy Chief or member is receiving the maximum salary provided in the regular salary ordinance.

ARTICLE IX

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 work days, or totalling 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 or daughter.

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. 43:16A-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

SICK LEAVE (Continued)

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. 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.

F. Town shall offer optional buyback at the employees current rate of pay 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.

ARTICLE X

HEALTH, DENTAL AND PRESCRIPTION DRUGS

A. The provisions of the existing State Health Benefits Program shall be maintained during the life of this Agreement.

The Association agrees to accept if and when the Township chooses a change from the present State Health Benefits Program to some other Self-funded or other health benefits program as long as the benefits are the same.

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 the 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.1. Effective January 1, 1991 employees agree to use the Major Medical Plan for Prescription Reimbursement. The Township shall reimburse Deputy Chiefs 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 Deputy Chiefs for all prescription drugs in accordance with Paragraph E(1) 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 Deputy Chiefs present the receipt for reimbursement, they will be given the Major Medical application to complete and sign.

5. The Deputy Chief 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 agrees that it will not insist on seeing the prescription form as a condition of reimbursement.

7. The Township will reimburse the Deputy Chief in accordance with Article XI (E) (1), upon presentation of the receipt and completion of the steps in Paragraph 5.

ARTICLE XI-A

PAY FOR WORK IN HIGHER RANK

A. Those employees assigned by the Chief 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.

ARTICLE XI-B

WORK FOR ABSENT MEMBERS

A. Deputies to have opportunity on a refusal basis to work for absent Deputies on a one-for-one TC up to an aggregate of eighty (80) days per year for all four (4) Deputies combined, to be used only if sick time is exhausted or as terminal leave of up to six (6) months.

B. If the Township is unable to grant the terminal leave days for any reason, it is obligated to pay the employee or his estate for all accumulated time at the rate at the time, the leave is requested.

ARTICLE XII

CLOTHING AND OTHER ALLOWANCES

A. The Township shall provide an annual clothing allowance for the years 1990 and 1991 in the sum of Six Hundred Fifty (\$650.00) Dollars to all Fire Deputy Chiefs payable by March 1st of 1991 and 1992 respectively.

B. The clothing allowance shall be paid to all Fire Deputy Chiefs 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.

C. The clothing allowance shall be prorated for all Fire Deputy Chiefs 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.

D. The clothing allowance shall be prorated for all Fire Deputy Chiefs 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.

CLOTHING AND OTHER ALLOWANCES (Continued)

E.1. Effective January 1, 1990, each bargaining unit member shall receive \$330.00 pay on account of obligations regarding toxic materials responses.

E.2. Effective January 1, 1991, each bargaining unit member shall receive \$340.00 pay on account of obligations regarding toxic materials responses.

F. Effective January 1, 1990, a sum total shall be paid in December of each year for special administrative tasks as assigned by the Chief of the Fire Department.

The sums involved are:

1990	\$533.18
1991	\$565.17

ARTICLE XIII

PROTECTIVE GEAR

The Township shall provide the following protective gear:

1. Helmet
2. Turnout Coat
3. Boots

ARTICLE XIV
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.

ARTICLE XV

BULLETIN BOARD

A bulletin board, designated by the Fire Chief, 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 this Article.

ARTICLE XVI

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 XVII

PERSONAL LEAVE

A. Employees covered under this Agreement shall be entitled to one (1) personal leave day annually, without loss of regular pay, in addition to any other time off provided for in this Agreement. Requests for personal day leave shall be submitted, in writing, to the Fire Chief at least forty-eight (48) hours prior to the day requested. The Township reserves the right to deny requests for personal days if the Fire Chief, in his sole discretion, determines and certifies that it cannot be taken because of pressure of work or other emergency situation.

B. Personal leave day 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 a personal leave day in the calendar year because of pressure of work or other emergency situation in accordance with Paragraph A of this Article, such personal leave day shall be granted and taken immediately following such time of pressure of work or other emergency situation.

D. In 1991, the number of personal leave days will be increased from one (1) to three (3).

ARTICLE XVIII

DEATH IN FAMILY LEAVE

A. Leave of absence of up to 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, stepchildren, stepparents, mother-in-law or father-in-law, brother-in-law, sister-in-law or such relative of either employee or spouse who may be residing in their household.

B. One (1) day's leave, without loss of regular pay, may be granted by the Chief upon the death of other relatives.

ARTICLE XIX

RETIREMENT

Employees shall retain all pension rights under New Jersey Law.

ARTICLE XX

SALARIES

The salary for all employees covered by this Agreement is set forth in Schedule A attached hereto and incorporated as part thereof.

ARTICLE XXI

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

LONGEVITY (Continued)

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.

ARTICLE XXII

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 an 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 fee 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.

AGENCY SHOP (Continued)

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 XXIII
TERM AND RENEWAL

This AGREEMENT shall be in full force and effect as of January 1, 1990 and shall remain in effect to and including December 31, 1991. Collective negotiations for a successor Agreement shall be conducted 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 24 day of April 1991.

BLOOMFIELD FIRE SUPERIOR
OFFICERS ASSOCIATION

By:

Albert E. Katerisky

Attest:

Robert Dangelbach
Michael J. Ford

TOWNSHIP OF BLOOMFIELD
ESSEX COUNTY, NEW JERSEY

By:

Jim Gasparone

Attest:

John J. Galin

ARTICLE XXIV

DEFENSE AND INDEMNIFICATION

I. Civil Actions

A. The Township of Bloomfield is hereby authorized to provide for the defense of actions brought against its officials and to indemnify such officials to the extent hereinafter set forth and shall save harmless and protect such persons from any financial loss resulting from litigation.

B. The obligation of the Township of Bloomfield to defend and indemnify its employees for acts or omissions arising out of or in the course of the performance of the duties of that person shall be limited to those circumstances under which the Township itself would be liable for the acts of its employees under the doctrine of respondeat superior.

II. Criminal Actions

A. The Township shall defray the costs of defending any criminal action against any official, provided that:

1. It is authorized by state statute, municipal ordinance or resolution and provided that the criminal proceedings have been dismissed or result in a final disposition in favor of the official.

2. The Township Council determines that there is no good cause to dismiss the official arising out of the incident or related incidents of the criminal proceedings.

B. The Township shall provide for the defense of any criminal action against any official, provided that it is authorized by

DEFENSE AND INDEMNIFICATION (Continued):

state statute, municipal ordinance or by resolution and such defense is not herein otherwise limited.

III. Limitations on Defense and Indemnification

The Township Council shall not approve indemnification or the defense of any action if:

A. The act or omission complained of was not within the scope of employment or authority.

B. The act or omission complained of was because of actual fraud, willful misconduct or actual malice.

C. The defense of the action or proceeding would create a conflict of interest between the Township and the official involved.

D. There exist policies of insurance, either obtained by the Township or by another by virtue of which the municipal official is entitled to a defense of the action in question from the insurer.

E. The municipal official has failed to deliver to the Township Administrator, within ten (10) days of the time he or she is served with any summons, complaint, process, notice, demand or pleading, the original copy of such document or thereafter fails to cooperate with the Township in the defense of the matter.

F. The official fails to request the defense of any action.

G. The action was brought by the Township.

IV. Methods of Providing Defense

If the Township Council determines to provide a defense as

DEFENSE AND INDEMNIFICATION (Continued)

authorized in this chapter, it may do so by a member of its Law Department, hiring an attorney of its choice and paying the same directly or reimbursing the municipal official for reasonable attorney's fees expended or obligated to be expended by such official in the defense of the act.

V. Effect on Statutory Provisions.

In addition to the provisions hereof, all officials of the Township shall be entitled to defense and indemnification as provided in N.J.S.A. 59:10-1 et seq. and N.J.S.A. 59:10A-1 et seq.

SCHEDULE A

SALARIES

A. Effective January 1, 1990, the following salaries shall be fixed and paid as follows:

<u>Deputy Fire Chief</u>	\$53,226
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B. Effective January 1, 1991, the following salaries shall be fixed and paid as follows:

<u>Deputy Fire Chief</u>	\$56,420
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