

#19

AGREEMENT

BETWEEN

THE TOWNSHIP OF BLOOMFIELD  
ESSEX COUNTY, NEW JERSEY

AND

THE NEW JERSEY FIREMEN'S MUTUAL  
BENEVOLENT ASSOCIATION, INC., LOCAL NO. 19

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AUGUST 1, 2011 THROUGH DECEMBER 31, 2014

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Prepared by:  
BRIAN J. ALOIA LLC  
2 Broad Street, Suite 407  
Bloomfield, New Jersey 07003  
(973) 337-6626

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PREAMBLE

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_  
2013 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 the NEW JERSEY STATE FIREMEN'S BENEVOLENT  
ASSOCIATION, INC., LOCAL 19 (hereinafter called the "Association" or "F.M.B.A.") is  
designed to maintain and promote a harmonious relationship between the parties.

ARTICLE I

RECOGNITION

The Township hereby recognizes the Association as the exclusive representative for all  
Collective Negotiations for all Members of the Fire Department of the Township of Bloomfield,  
excluding Fire Lieutenants, Fire Captains, Deputy Fire Chiefs and Fire Chief, within the meaning  
of the New Jersey Employer-Employees 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 this Agreement and may be raised by an individual, the F.M.B.A. on behalf of an individual Employee or group of Employees, or the Township. If an individual Employee files a grievance, he shall certify that he first notified the F.M.B.A. and that the F.M.B.A. declined to file such grievance on such Employee's behalf. Any grievance without such certification shall be denied summarily and the grievance procedure shall not be afforded to such Employees.

C. Steps of the Grievance Procedure

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

Step One:

- (a) An aggrieved Employee, the F.M.B.A. on behalf of an aggrieved Employee or Employees, or the Township, shall institute action under the provisions hereof within thirty (30) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved Employee, the Company Officer and the Deputy Chief. This shall be for the purpose of resolving the matter informally. Failure to act within thirty (30) days shall be deemed to constitute an abandonment of the grievance.
- (b) Should the grievance not be resolved informally, the grievance should be submitted, in writing on the appropriate forms to the Fire Chief.

Step Two:

- (a) In the event the grievance has not been resolved in or at Step One, the employee or the F.M.B.A. shall, in writing and signed, file the grievance with the Fire Chief of the Fire Department, within three (3) calendar days following the informal discussions at Step One.
- (b) The Fire Chief shall render a decision in writing within five (5) calendar days from the receipt of the grievance. However, in the event the Fire Chief is on leave, off duty, or out of town, the five (5) calendar day time limit shall not begin running until the Fire Chief has returned.

Step Three:

- (a) In the event the grievance has not been resolved in or at Step Two, the Employee or the F.M.B.A. may appeal, in writing, the Fire Chief's determination to the Township Administrator within five (5) calendar days following the determination at Step Two.

- (b) The Township Administrator shall render a determination, in writing, within ten (10) calendar days from receipt of the appeal. However, in the event the Township Administrator is on leave, off duty or out of town, the ten (10) calendar day time limit shall not begin running until the Township Administrator has returned.

Step Four:

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

Step Five:

- (a) In the event the grievance has not been resolved in or at Step Four, the matter may be referred to arbitration as hereinafter provided.
- (b) In the event that the Township or the Association desires to submit a grievance to arbitration, the following procedure shall be followed:
- (1) The party demanding arbitration shall serve written notice 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 to any Step in this procedure by the Township or its agents shall be deemed to be a negative response, and upon the termination of the applicable time limits the grievance may proceed to the next step.

E. Time limits may be extended by the parties by mutual written agreement.

F. The Township reserves the right to file in writing, a grievance on its behalf with the President of the F.M.B.A. who shall conduct a conference with the representatives of the Township within ten (10) calendar days of filing of the grievance. In the event no adjustment has been satisfactorily made within 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 canceling same.

H. The Grievance Procedure may also be used when there is a denial for payment of medical expenses which the employee claims is work-related.



## ARTICLE IV

### F.M.B.A. REPRESENTATIVE

A.1. The Township agrees to grant time off, without any loss of regular pay, for seven (7) elected convention delegates to attend the annual F.M.B.A. Convention. The F.M.B.A. shall notify the Fire Chief as to the names of said seven (7) delegates no later than sixty (60) days prior to said Convention.

2. The Township may grant time off as provided above to two (2) additional Fire Fighters designated by the F.M.B.A. to attend the Annual State Convention provided adequate manpower is available and there is no need to cover the designated Firefighters' absence by hiring other Firefighters on an overtime basis.

B. There shall be seven (7) members of the F.M.B.A. negotiating committee who shall serve without pay when such meetings take place at a time when such members are not scheduled to be on duty. A maximum of four (4) of said seven (7) members will be granted leave from duty without loss of regular pay for all meetings between the Township and the F.M.B.A. for the purpose of negotiating the terms of an agreement, when such meetings are at a time when such members are scheduled to be on duty and upon twenty-four (24) hours notice to the Fire Chief.

C. The F.M.B.A. may designate a maximum of five (5) members for the purpose of processing grievances. Only two (2) may be granted leave from duty without loss of regular pay for time devoted to meetings between the Township and the F.M.B.A. for the purpose of processing grievances, when such meetings take place at a time during which said member is scheduled to be on duty and upon twenty-four (24) hours notice to the Fire Chief. The Township shall be notified annually as to the F.M.B.A.'s selection of said grievance representatives.

D. The President and the Executive Delegate shall be granted leave from duty without loss of pay for all membership meetings of the State F.M.B.A., if such meetings take place at a time when such officers are scheduled to be on duty, provided that they give reasonable notice to the Fire Chief of the Department. In the event that the Executive Delegate is unable to attend, the Alternate Executive Delegate shall be granted leave from duty without loss of pay for such attendance, provided that two (2) days advance notice of such substitution is provided to the Fire Chief of the Department. If for good reason, two (2) days notice cannot be provided, the Alternate Executive Delegate shall give as much notice as possible, which shall be deemed sufficient. Both men will return to duty after the meeting is concluded.

E. The President or Vice-President, Secretary, Treasurer and Executive Delegate or Pension Delegate of the F.M.B.A. shall be granted leave from duty without loss of regular pay for all local membership meetings when such meetings take place when said individuals are on duty. It is the intention of this Section that the aforementioned individuals will be granted leave from duty without loss of regular pay provided in the sole discretion of the Fire Chief that there are sufficient men now available for the needs of the Department.

F. Upon prior approval of the Fire Chief of the Fire Department, The F.M.B.A., where reasonably warranted, may use the Township's Firehouses for F.M.B.A. business.

G. A duly accredited representative of the State F.M.B.A. may enter the Township facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances provided that there is not interference with the operations of the Department and further provided that permission has been secured in advance from the Fire Chief or his delegate.

ARTICLE V

DEDUCTIONS FROM SALARY

A. The Employer agrees to deduct from the salaries of its Employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S. 52:14-15.9(e)), as amended. Said monies together with records of any corrections shall be transmitted to the Association Treasurer within three (3) working days from the payroll period ending date of each bi-weekly payroll period.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change and shall furnish new authorizations from its members showing the authorized deduction for each Employee.

C. The Association will provide the necessary "check-off authorization" form and deliver the signed forms to the appropriate officers. The Association shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon salary deduction authorization cards submitted by the Association to the Employer.

## ARTICLE VI

### NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term 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, N.J.S.A.40A:14-19 et seq.

C. The Association will actively discourage and will take all affirmative steps which are necessary to prevent or terminate any strike, work stoppage, walkout or other deliberate interference with normal work procedures against the Employer.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction, or damage, or both, in the event of such breach by the Association or its members.

## ARTICLE VII

### HOURS OF WORK AND OVERTIME

A. Employees assigned to line firefighting platoons shall work a 24-72 schedule. The 24-72 work schedule shall be based upon a recurring work period of 28 days consisting of a 24-hour tour of duty, followed by 72 hours off on a recurring basis. The aforementioned schedule constitutes a regular recurring work period within the meaning of Section 7(k) of the FLSA. Each employees' specific days on and days off duty shall be determined by the Township.

B. During the time period within which the 24-72 schedule is in effect, days as noted below shall be converted to "hours" on the basis of one (1) day equals twelve (12) hours. "Operational Periods" shall mean twelve (12) hours.

C. The 24-72 work schedule shall qualify for and be consistent with the fire protection modification and exemption from overtime compensation provisions of the United States Fair Labor Standards Act, Section 7(k).

D. No overtime shall be granted unless said individual works for a period equal to or in excess of seven and one-half (7-1/2) minutes beyond the regularly scheduled tour of duty. Those who work seven and one-half (7-1/2) minutes or more, but less than or equal to fifteen (15) minutes, shall be guaranteed one-quarter (1/4) hour at time and one-half (1-1/2) the regular straight time rate. Work in excess of fifteen (15) minutes shall be paid at the time and one-half (1-1/2) rate for all such time worked.

E. In the event that an Employee is recalled to duty for any other reason than a multiple alarm fire, the Employee will be entitled to a minimum of four (4) hours work at overtime pay computed at time and one-half (1-1/2) the regular straight time rate.

F. In the event an Employee is recalled to duty for a multiple alarm fire, the Employee will be entitled to a compensatory day off.

G. With the exception of recall to duty for a multiple alarm fire (Section F), hours

worked in excess of those regularly scheduled as provided in Section A above, shall be deemed overtime provided such work has been authorized, and shall be compensated at one and one-half (1-1/2) times the regular rate of pay. In the computation of an Employee's regular hourly rate of pay, an Employee's base annual salary plus longevity shall be divided by two thousand one hundred eighty-four (2,184) hours.

H. The present methods utilized in computation for overtime for those eligible shall be maintained as stated in a certain ordinance entitled, "An Ordinance Establishing an Overtime Pay Program for the Officers and Members of the Police and Fire Departments of the Township of Bloomfield," adopted October 21, 1963, Volume 11 of Township's ordinances, pages 112, etc.

I. Payment for overtime hours worked shall be made within thirty (30) days or the next full pay period thereafter. Overtime shall be paid at the rate of pay in effect on the date that overtime is worked.

J. A seniority list will be placed in Headquarters and a copy will be made available to the President of the F.M.B.A.

ARTICLE VIII  
VACATION LEAVE

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

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

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

In the 3rd calendar year of service through the 10th calendar year of service, an Employee earns sixteen (16) working days per year of service and may take SIXTEEN (16) days vacation.

In the 11th calendar year of service through the 20th calendar year of service, an Employee earns twenty-two (22) working days per year of service and may take TWENTY-TWO (22) days vacation.

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

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

B. During the time period within which the 24-72 schedule remains in effect, "Working Days" are to be converted into twelve (12) hours per working day. Vacation time may, upon approval of the Chief or designee, be taken in operational periods of twelve (12) hours.

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

D. Annual vacation leave can be carried over to December 31 of the second

succeeding calendar year from the year it is earned.

E. In the event an Employee is injured or becomes ill immediately prior to his vacation, he shall not suffer any penalty and his vacation shall be rescheduled.



ARTICLE IX

HOLIDAY PAY

- A. Every employee shall be compensated for holidays at the rate of seven and ninety-seven hundreds percent (7.97%) of base, in lieu of time off, for holidays regardless of whether the employee is assigned to work on a holiday(s). The Township shall pay Holiday pay to all Fire Department and Fire Prevention staff personnel who are not assigned to work regular Fire Department shifts, but, rather are assigned to work administrative shifts and receive all municipal holidays.
- B. The base pay shall be established as of July 1, or effective date of termination by reason of death or retirement, if earlier, and shall consist of basic salary plus longevity. This compensation shall be in addition to the equivalent time paid for such holidays. Holiday pay shall be included in every employees' bi-weekly pay.
- C. As of January 1, 2001, holiday pay shall be included in the base pay as noted in the Salary Ordinance for the purpose of pension entitlements only. Holiday pay shall not be used in the computation of overtime, pay for work in higher rank or terminal leave.
- D. The F.M.B.A. hereby agrees that it will indemnify and hold the Township harmless from any claims and will not encourage, support or pursue any action in any forum with respect to the provisions of Section C, except a claim that the Township has failed to comply, or otherwise has breached, its contractual obligations under Section C. The F.M.B.A. agrees that holiday pay does not increase the firefighter's hourly pay rate for overtime or any other purpose and is included in base pay for the purpose of pension entitlements only.

ARTICLE X

SICK LEAVE

A. Sick leave will be granted in accordance with the New Jersey Department of Personnel rules and regulations.

B. During the time period within which the 24-72 work schedule remains in effect, "Day" is to be converted to hours at the rate of twelve (12) hours per day. Sick time may be taken in operational periods of twelve (12) hours.

C. In the event an Employee's illness causes his absence from work for a period greater than three (3) consecutive worked days, or totaling more than ten (10) accumulated days in any one calendar year, a physician's certificate secured at the Employee's expense shall be required by the Township.

D. Three (3) sick leave days aggregate shall be granted in a calendar year for sickness in the immediate family. If absent for sickness in family for three (3) consecutive work days, a letter from said family member's attending physician shall be required of the Employee, stating the Employee's need to be at home. Immediate family is defined as mother, father, wife, husband, son, daughter, mother-in-law or father-in-law.

E. Employees who retire after twenty-five (25) years or more of credited service in the pension system or employees retired on a disability pension approved as such by the New Jersey Division of Pensions, will be paid at the current salary figures of one (1) day's pay for every three (3) day's of accrued sick leave, without limitation on the number of accrued sick leave days and an additional one (1) day's pay for every four (4) days of accrued sick leave in excess of two hundred (200) days.

F. In the event that a Firefighter dies in the line of duty, his estate shall receive payment for his accumulated sick days as prescribed above in Section E for retirement with twenty-five (25) years of service.

G. 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. Upon retirement or death while an active member of the fire department, payout of earned, accrued unused sick time will be based upon one (1) day being calculated at 8.4 hours.

H. The Township shall offer optional buyback of up to five (5) days sick time a year for those who have accumulated at least twenty-seven (27) days and have not used any sick time during the year with option dropping by one (1) day for each sick day used.

I. A Member who is injured, ill or disabled from any cause, shall be granted injury leave with pay for a period not exceeding one (1) year provided that the examining physician, appointed by the Township, certifies to such injury, illness or disability. Such injury leave shall only be granted upon exhaustion of any sick leave accumulated pursuant to other sections of Article X.

## ARTICLE XI

### HEALTH, DENTAL AND PRESCRIPTION DRUGS

A. Employees shall have the option to choose the Traditional Plan or the Direct Access Plan. However, all employees that remain in the Traditional Plan will be required to pay the cost difference between the Traditional Plan and the Direct Access Plan based upon the employee's coverage (family, husband/wife, parent/child, parent/children, single, etc.) From January 1, 2007 forward Health Benefits coverage shall not mirror the State Health Benefits plan, and coverage shall not change without further negotiations. However, the Township may change insurance carriers, or be self-insured and as a result change insurance plans so long as equal to or better benefits are provided compared to the existing plan.

All Employees shall immediately begin to contribute toward the cost of health benefits as provided for in Chapter 78, P.L. 2011 (approved June 28, 2011), Senate, no. 2937, and any other applicable State or Federal Law. If the provisions contained in Chapter 78, P.L. 2011, that require the FMBA employees to make a contribution for health benefits coverage are ever repealed, allowed to lapse, amended, or are altered for any reason, wherein firefighters at top pay would be required to pay less than 30% of the cost of coverage, all employees hired after August 1, 2011, will be required to pay the higher amount of 15% of the cost of their health care benefits or any amount required under any State or Federal law or code. This provision only becomes applicable if the provisions contained in Chapter 78, P.L. 2011 that require employees to make a contribution for health benefits coverage are ever repealed, allowed to lapse, amended, or are altered for any reason, wherein firefighters at top pay would be required to pay less than 30% of the cost of coverage.

B. In accordance with N.J.S.A. 40A:10-23, the Township agrees to pay the premium

charges for certain eligible pensioners and their dependents covered under the health insurance plan set forth in Section A above, 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. For Employees hired before August 1, 2011, 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 the cost goes up on expiration of contract with the Dental Insurance carrier, the Township will pay the increase. The coverage will be for family, husband/wife, single, or employee/child, depending on the Employee's status.

For Employees hired on or after August 1, 2011, the Employer agrees to provide dental insurance coverage up to a maximum cost of \$550.00 per Employee. The Employees shall be responsible for the difference between the Employer's contribution and the actual cost based upon the level of coverage the Employee has selected; individual, parent/child, husband/wife, family, etc.

E. Prescription Plan.

Employees agree to use the BeneCard Plan for his/her prescription drugs. Coverage under such Plan will be based upon the employee's status (family, husband/wife, parent/child,

parent/children, single, etc.). The BeneCard Plan provides for a co-payment for each prescription of \$5.00 for generic drugs and \$10.00 for name brands. The Township reserves the right to change plans and/or carriers or to self-insure so long as equal or better benefits are provided. This is intended to be a continuation of the existing prescription drug plan.

ARTICLE XII

PAY FOR WORK IN HIGHER RANK

A. Firefighters assigned by the Chief of the Fire Department to serve in an Acting Captain capacity during the calendar year shall be paid at twenty-five (25%) percent of the maximum rate set for the Firefighters in the Local Agreement except under the following circumstances. When such assignment exceeds four (4) consecutive tours of duty regardless of whether the assignment spans more than one calendar year, the acting Captain shall be paid at the rate of pay set for the fifth (5<sup>th</sup>) or maximum step of the Captain rank retroactive to the commencement of the third (3<sup>rd</sup>) consecutive shift of such assignment. When an acting Captain assignment involves an individual Firefighter replacing the same Captain, that Firefighter shall begin to be paid at the rate of pay set for the fifth (5<sup>th</sup>) or maximum step of the Captain rate commencing with the fifth (5<sup>th</sup>) such fill-in during a calendar year even when the five (5) shifts are not consecutive retroactive to the commencement of the third (3<sup>rd</sup>) shift replacement for that Captain.

B. Payment for work in the higher rank shall be made within thirty (30) days following the month in which the work in the higher rank was performed.

C. Employees will be paid hour for hour each hour that is worked, retroactive to the assignment of that rank.

D. Longevity, holiday pay and any other stipends received by firefighters of the higher rank shall not be considered when calculating acting Captain pay.

ARTICLE XIII

CLOTHING ALLOWANCE

A. The Township shall provide an annual clothing allowance of seven hundred (\$700) dollars to all Employees, except the Fire Inspectors, payable on or prior to May 15 following the year the allowance was earned.

B. An annual clothing allowance of seven hundred and twenty-five (\$725) dollars shall be paid to the Fire Inspectors, payable on or prior to May 15 following the year the allowance was earned.

C. The clothing allowance shall be paid to Employees who are employed by the Township on January 1st of the given year and have been employed for twelve (12) months continuously prior to that date.

D. The clothing allowance shall be pro-rated for Employees who are employed by the Township for a portion of the preceding year according to the following formula:

1. Upon completion of three (3) months' service - 25% clothing allowance.
2. Upon completion of six (6) months' service - 50% clothing allowance.
3. Upon completion of nine (9) months' service - 75% clothing allowance.

E. The clothing allowance shall be pro-rated for Employees who retire by payment for the portion of the year in which they retire according to the following formula:

1. Upon completion of three (3) months' service - 25% clothing allowance.
2. Upon completion of six (6) months' service - 50% clothing allowance.
3. Upon completion of nine (9) months' service - 75% clothing allowance.



F. The Township agrees upon the death of an active member, to pay the member's estate the total amount of clothing allowance as indicated in Article XIII, Sections A and B, regardless of the number of months the member worked during the year.

ARTICLE XIV

PROTECTIVE GEAR

The Township shall provide the following protective gear:

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

ARTICLE XV

MATERNITY LEAVE

Each Employee shall be granted two (2) working days leave without loss of regular pay, for the birth of the Employee's child. These days shall be taken at the Employee's discretion within thirty (30) days of the birth. During the time period within which the 24-72 schedule is in effect, "Working Days" are to be converted into twelve (12) hours per working day.

ARTICLE XVI

BULLETIN BOARDS

A bulletin board, designated by the Fire Chief, shall be made available by the Township for the use of the F.M.B.A. for the purpose of posting F.M.B.A. 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 XVII

RETENTION OF BENEFITS

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

ARTICLE XVIII

PERSONAL LEAVE

A. Employees covered under this Agreement shall be entitled to personal leave days annually without loss of regular pay, in addition to any other time off provided for this Agreement. Employees shall be granted personal leave days in accordance with the following schedule:

<u>Years of Service.</u>	<u>Days of Personal Leave</u>
Less than 15 years	5
15 years or more	6

B. During the time period within which the 24-72 schedule remains in effect, "Leave Days" are to be converted to twelve (12) hours per day.

C. Requests for personal days shall be granted, so long as the employee provides reasonable advance written notice to the Fire Chief (except in the case of emergency) and, at the time of request, three (3) or more vacation slots are not filled.

D. Personal leave days shall not accumulate to the credit of the individual employee from year to year and if not taken during the calendar year, shall be lost.

E. In the event an employee is unable to take personal leave days in the calendar year in accordance with Paragraph C of this Article, such personal leave days shall be granted upon the employee's request within a reasonable time following such requested personal leave days and may be carried over into the following year until the employee is permitted to take it.

ARTICLE XIX

DEATH IN FAMILY LEAVE

A. Leave of absence of four (4) working days, without loss of regular pay, shall be granted to each Employee upon the death of a member of his immediate family. Immediate family is defined as: mother, father, sister, brother, son, daughter, husband, wife, grandparents, step-children, step-parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-grandparents, spouse's grandparents 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 Fire Chief upon the death of other relatives.

C. During the time period within which the 24-72 schedule remains in effect, "Working Days" are to be converted to twelve (12) hours per working day.

ARTICLE XX

RETIREMENT

A. Upon an Employee's retirement, the Employer shall provide a written accounting of the amount of accumulated earned but deferred benefits such as accrued sick time, vacation time, holiday pay and Time Coming.

B. Upon agreement to spread payments over a period of time, Management shall provide the employee with a schedule of the dates of payment.

C. Employees shall retain all pension rights under New Jersey Law.



ARTICLE XXI

SALARIES

A. The salary for all Employees covered by this Agreement is set forth in the Schedule noted below.

1. Pay stubs provided with paychecks shall indicate work hours and the rate of pay. Upon an employee's request, his or her paycheck shall be placed in an envelope.
2. Firefighter Members of the Fire Department shall receive credit for prior creditable service in their respective positions and office in such department so that existing years of creditable service in their respective position and office in the department shall determine the annual salaries of such officers and members in the Department. The annual salary according to years of creditable service shall be determined and shall become effective on the first bi-weekly pay period in which the respective annual anniversary dates fall.
3. Members of the Fire Department of the Township of Bloomfield, covered by this bargaining Agreement, when terminating their services with the Township shall be paid one-twelfth (1/12) of their annual salary for each complete month employed by the Township. Members of the Fire Department working a part of a month shall be paid for the actual days worked in the final month of employment.

B. Salary Schedule(s)

The salaries of Members of the Fire Department of the Township of Bloomfield covered by this Agreement are fixed and determined as follows:

Firefighters hired on or after August 1, 2011:

	August 1, 2011		December 31, 2012		January 1, 2013		January 1, 2014	
	Base	Holiday	Base	Holiday	Base	Holiday	Base	Holiday
Step 1	32,487	2,589.21	33,137	2,641.02	33,800	2,693.86	34,476	2,747.74
Step 2	37,377	2,978.95	38,125	3,038.56	38,889	3,099.45	39,667	3,161.46
Step 3	42,270	3,368.92	43,115	3,436.27	43,977	3,504.97	44,857	3,575.10
Step 4	47,158	3,758.49	48,101	3,833.65	49,063	3,910.32	50,044	3,988.51
Step 5	52,049	4,148.31	53,090	4,231.29	54,152	4,315.91	55,235	4,402.23
Step 6	56,939	4,538.04	58,078	4,628.82	59,240	4,721.43	60,425	4,415.87
Step 7	61,830	4,927.85	63,067	5,026.44	64,328	5,126.94	65,615	5,229.52
Step 8	66,720	5,317.58	68,054	5,423.90	69,415	5,532.38	70,803	5,643.00
Step 9	71,611	5,707.40	73,043	5,821.53	74,504	5,937.97	75,994	6,056.72
Step 10	76,501	6,097.13	78,031	6,219.07	79,592	6,343.48	81,184	6,470.36
Step 11	81,392	6,486.94	83,020	6,016.69	84,680	6,749.00	86,374	6,884.01
Step 12	86,282	6,876.68	88,008	7,014.24	89,768	7,154.51	91,563	7,297.57

Fire Prevention Specialist U.F.D. hired on or after August 1, 2011:

	August 1, 2011		December 31, 2012		January 1, 2013		January 1, 2014	
	Base	Holiday	Base	Holiday	Base	Holiday	Base	Holiday
Step 1	32,487	2,589.21	33,137	2,641.02	33,800	2,693.86	34,476	2,747.74
Step 2	37,689	3,003.81	38,443	3,063.91	39,212	3,125.20	39,996	3,187.68
Step 3	42,890	3,418.33	43,748	3,486.72	44,623	3,556.45	45,515	3,627.55
Step 4	48,092	3,832.93	49,054	3,909.60	50,035	3,987.79	51,036	4,067.57
Step 5	53,293	4,247.45	54,359	4,332.41	55,446	4,419.05	56,555	4,507.43
Step 6	58,495	4,662.05	59,665	4,755.30	60,858	4,850.38	62,075	4,947.38
Step 7	63,696	5,076.57	64,970	5,178.11	66,269	5,281.64	67,594	5,387.24
Step 8	68,898	5,491.17	70,276	5,601.00	71,682	5,713.06	73,116	5,827.35
Step 9	74,099	5,905.69	75,581	6,023.81	77,093	6,144.31	78,635	6,267.21
Step 10	79,301	6,320.29	80,887	6,446.69	82,505	6,575.65	84,155	6,707.15
Step 11	84,503	6,734.89	86,193	6,869.58	87,917	7,006.98	89,675	7,147.10
Step 12	89,704	7,149.41	91,498	7,292.39	93,328	7,438.24	95,195	7,587.04

Senior Fire Prevention Specialist U.F.D. hired on or after August 1, 2011:

	August 1, 2011		December 31, 2012		January 1, 2013		January 1, 2014	
	Base	Holiday	Base	Holiday	Base	Holiday	Base	Holiday
Step 1	88,429	7,047.79	90,198	7,188.78	92,002	7,332.50	93,842	7,479.21
Step 2	89,411	7,126.06	91,199	7,268.56	93,023	7,413.93	94,883	7,562.18
Step 3	90,392	7,204.24	92,200	7,348.34	94,044	7,495.31	95,925	7,645.22
Step 4	91,374	7,282.51	93,201	7,428.12	95,065	7,576.68	96,966	7,728.19
Step 5	92,356	7,360.77	94,203	7,507.98	96,087	7,658.13	98,009	7,811.32
Step 6	93,337	7,438.96	95,205	7,587.84	97,109	7,739.59	99,051	7,894.36
Step 7	94,319	7,517.22	96,205	7,667.54	98,129	7,820.88	100,092	7,977.33
Step 8	95,300	7,595.41	97,206	7,747.32	99,150	7,902.26	101,133	8,060.30
Step 9	96,282	7,673.68	98,208	7,827.18	100,172	7,983.71	102,175	8,143.35
Step 10	97,264	7,751.94	99,209	7,906.96	101,193	8,065.08	103,217	8,226.39
Step 11	98,245	7,830.13	100,210	7,986.74	102,214	8,146.46	104,258	8,309.36
Step 12	99,227	7,908.39	101,212	8,066.60	103,236	8,227.91	105,301	8,392.49

Hired before August 1, 2011, effective December 31, 2012

	<u>Base Pay</u>	<u>Holiday Pay</u>
1st year of service	\$33,137	\$2,641.02*
*upon completion of basic training/or 6 months from date of hire	\$38,779	\$3,090.69*
2nd year of service		
** 1 year after completion of basic training/or 18 months from date of hire	\$63,370	\$5,050.59*

3rd year of service ***based on established anniversary date effective to date of hire	\$71,573	\$5,704.37*
4th year of service***	\$79,788	\$6,359.10*
5th year of service*** and thereafter	\$88,008	\$7,014.24*

Fire Prevention Specialist U.F.D.

1st year of service	\$33,137	\$2,641.02*
2nd year of service	\$47,728	\$3,803.92*
3rd year of service	\$62,317	\$4,966.66*
4th year of service	\$76,908	\$6,129.57*
5th year of service	\$91,498	\$7,292.39*

Senior Fire Prevention Specialist U.F.D.

1st year of service	\$90,198	\$7,188.78*
2nd year of service	\$92,951	\$7,408.19*
3rd year of service	\$95,705	\$7,627.69*
4th year of service	\$98,456	\$7,846.94*
5th year of service	\$101,212	\$8,066.60*

\*\*\*\*See Article IX, Section D

Hired before August 1, 2011, effective January 1, 2013

	<u>Base Pay</u>	<u>Holiday Pay</u>
1st year of service	\$33,800	\$2,693.86*
*upon completion of basic training/or 6 months from date of hire	\$39,555	\$3,152.53*
2nd year of service		
** 1 year after completion of basic training/or 18 months from date of hire	\$64,637	\$5,151.57*
3rd year of service		
***based on established anniversary date effective to date of hire	\$73,004	\$5,818.42*
4th year of service***	\$81,384	\$6,486.30*
5th year of service*** and thereafter	\$89,768	\$7,154.51*

Fire Prevention Specialist U.F.D.

1st year of service	\$33,800	\$2,693.86*
2nd year of service	\$48,683	\$3,880.04*
3rd year of service	\$63,563	\$5,065.97*
4th year of service	\$78,446	\$6,252.15*
5th year of service	\$93,328	\$7,438.24*

Senior Fire Prevention Specialist U.F.D.

1st year of service	\$92,002	\$7,332.56*
2nd year of service	\$94,810	\$7,556.36*
3rd year of service	\$97,619	\$7,780.23*
4th year of service	\$100,425	\$8,003.87*
5th year of service	\$103,236	\$8,227.91*

\*\*\*\*See Article IX, Section D

Hired before August 1, 2011, effective January 1, 2014

	<u>Base Pay</u>	<u>Holiday Pay</u>
1st year of service	\$34,476	\$2,747.74*
*upon completion of basic training/or 6 months from date of hire	\$40,346	\$3,215.58*

2nd year of service ** 1 year after completion of basic training/or 18 months from date of hire	\$65,930	\$5,254.62*
3rd year of service ***based on established anniversary date effective to date of hire	\$74,464	\$5,934.78*
4th year of service***	\$83,012	\$6,616.06*
5th year of service*** and thereafter	\$91,563	\$7,297.57*

Fire Prevention Specialist U.F.D.

1st year of service	\$34,476	\$2,747.74*
2nd year of service	\$49,657	\$3,957.66*
3rd year of service	\$64,834	\$5,167.27*
4th year of service	\$80,015	\$6,377.20*
5th year of service	\$95,195	\$7,587.04*

Senior Fire Prevention Specialist U.F.D.

1st year of service	\$93,842	\$7,479.21*
2nd year of service	\$96,706	\$7,707.47*
3rd year of service	\$99,571	\$7,935.81*
4th year of service	\$102,434	\$8,163.99*
5th year of service	\$105,301	\$8,392.49*

\*\*\*\*See Article IX, Section D

ARTICLE XXII

LONGEVITY

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

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

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

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

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

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

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

G. Longevity pay shall be paid notwithstanding the fact that an Employee of the Township is receiving the maximum salary provided in the regular salary ordinance.

H. The anniversary date of employment for purposes of this Article shall be the



Employee's date of hire.

ARTICLE XXIII

AGENCY SHOP

A. The Township shall deduct the fair share fee from the earnings of those Employees who are not members of the Association and shall transmit the fee to the majority representative.

B. The deduction shall commence for each Employee who is not a member of the Association during the month following written notice from the Association of the amount of the fair share-assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished by the Association to the New Jersey Public Employment Relations Commission.

C. The fair share fee for services rendered by the Association shall be in 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 eighty-five (85%) percent of the regular membership dues, fees and assessments.

D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure the Employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

E. The Association shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

F. The Association shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Township, or in reliance upon the notification from the Association advising of such changed deduction.

## ARTICLE XXIV

### CONTINUING EDUCATION/EMT STIPEND

Firefighters may receive reimbursement up to \$400 to attend fire related continuing education classes approved by the Fire Chief. Reimbursement will only be made if the firefighter attends the required classes of the course and successfully passes the requirements of the course. However, upon approval of the fire Chief and in his sole discretion firefighters may request and receive reimbursement for classes beyond the \$400 limit.

Reimbursement of fire related continuing education classes will only be considered under this provision. Reimbursement or payment of review classes to prepare for promotions will not be covered. Furthermore, costs for fire related magazines, books or publications will not be reimbursed unless required for an approved class. This benefit is not cumulative and cannot be transferred from person to person.

Firefighters who maintain an EMT certification will automatically receive the \$400 continuing education payment described above. The total benefit maximum yearly benefit under this clause is \$400 per firefighter unless additional reimbursement for continuing education payments are approved by the Chief.

ARTICLE XXV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be invalid by operation of law or by a court or other tribunal or competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXVI

TERM AND RENEWAL

This Agreement shall be in full force and effect as of August 1, 2011 and shall remain in effect to and including December 31, 2014. Collective negotiations for a successor Agreement shall be concluded by and between the parties in accordance with the then applicable statutes and rules and regulations of the Public Employment Relations Commission.

WHEREAS, the parties have hereunto set their hands and seals this 29<sup>th</sup> day of April, 2013.

NEW JERSEY STATE FIREMEN'S  
MUTUAL BENEVOLENT ASSOCIATION,  
INC., LOCAL NO. 19

BY: [Signature]

ATTEST:

[Signature: Debra M. Butler]

TOWNSHIP OF BLOOMFIELD  
COUNTY OF ESSEX  
NEW JERSEY

BY: [Signature]

ATTEST:

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