

637

AGREEMENT

between

THE TOWNSHIP OF BLOOMFIELD

ESSEX COUNTY, NEW JERSEY

and

BLOOMFIELD FIRE SUPERIOR OFFICERS ASSOCIATION

January 1, 1996 through December 31, 1997

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PREAMBLE

This Agreement is entered into this day of , 1997 by and between the TOWNSHIP OF BLOOMFIELD, in the County of Essex, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the Township or the Employer), and 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 all Collective Negotiations for all Deputy Fire 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 actions permitted by law for good and just cause.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer, the adoption of the policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and by the Constitution and Laws of New Jersey and of the United States.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

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

B. Definitions

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

C. Steps of the Grievance Procedure

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

Step One:

- (a) An aggrieved Employee, the Association, on behalf of an aggrieved Employee or Employees, or the Township, shall institute action under the provisions hereof within seven (7) working days of the occurrence of the grievance, trying to solve the matter informally. Failure to act within said seven (7) days shall be deemed to constitute an abandonment of the grievance.
- (b) Should the grievance not be resolved informally, the grievance should be submitted, in writing on the appropriate forms to the Fire Director.

Step Two:

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

Step Three

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

Step Four

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

Step Five

- (a) In the event the grievance has not been resolved in or at Step Four, the matter may be referred to arbitration as hereinafter provided.

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

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

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

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

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

ARTICLE IV

DEDUCTIONS FROM SALARY

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

ARTICLE 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 damage, 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)
Eight Week	-	thirty-eight (38)

- B. The day tour shall consist of ten (10) consecutive hours starting at 8:00 A.M. and ending at 6:00 P.M.
- C. The night tour shall consist of fourteen (14) consecutive hours starting at 6:00 P.M. and ending at 8:00 A.M. the following morning.
- D. The Employee on the day tour Sunday and Monday shall be off Tuesday and report for the night tour Wednesday and Thursday. He shall report back for the next day tour on the following Monday and Tuesday, etc.
- E. In the event an Employee is recalled to duty for a multiple alarm fire, the Employee will be entitled to a compensatory day off.

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 two (2) additional vacation days at the end of the first calendar year, and may take NO days vacation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- C. Vacation leave shall be taken during the calendar year following the year in which vacation is earned at such time is permitted or directed by the Fire Director unless the Director determines and certifies that it cannot be taken because of pressure of work.
- D. Employees requesting vacation in excess of four (4) days leave must make such request at least seven (7) calendar days prior to the requested leave.
- E. Annual vacation leave can be carried over to December 31st of the second succeeding calendar year from the year it is earned.
- F. In the event an Employee is injured or becomes ill immediately prior to or during his vacation, he shall not suffer any penalty and his vacation shall be rescheduled. Deputy Chiefs will have the option of being paid for denied vacation if the Director determines and certifies that it cannot be taken because of the pressure of work.
- G. Vacation days shall be paid according to the following formula: each day's value shall be considered as one hundred eighty third (1/183) of the final year's salary as it is computed for pension purposes

ARTICLE VIII

HOLIDAY PAY

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

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

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

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

B. Holiday pay shall be computed by multiplying the regular hourly pay by ten (10) hours for each holiday.

C. Holiday pay shall be paid with the first pay in December only for the number of holidays heretofore recited in Section A, which holidays fall within the period commencing January 1, or a later commencement date and terminating on December 31.

D. Employees who are terminated by reason of death or retirement during the calendar year shall be paid only for the number of holidays heretofore recited in Section A, which holidays fall prior to the date of termination.

Employees who shall be terminated for any other reason than death or retirement during the calendar year shall not be paid for holidays.

E. Holiday pay shall not be considered together with regular pay for pension purposes.

F. Holiday pay shall be paid notwithstanding the fact that a Employee or member is receiving the maximum salary provided in the regular salary ordinance.

G. The Employee shall have the option of converting all or part of the holidays granted in paragraph A of this Article into terminal leave days in lieu of receiving pay for these days. This option must be exercised by October 1, of each calendar year

- H. Holiday pay shall be eliminated on December 31 of the twenty-second (22) year of service in the Retirement System, in lieu of the Senior Officer Pay Program.
1. A Senior Officer's pay will, commencing January 1 of the twenty third (23rd) year of service in the retirement system include the regular straight time base pay and fifteen (15) holidays at the current straight time rate of pay.
 2. Holiday pay will be eliminated December 31st of the twenty-second (22nd) year of service in the Retirement System.
 3. The Senior Officer's pay should be a component of the BASE PAY + Longevity + included in the bi-weekly salary.
 4. The Senior Officer's Pay Program will be effective from January 1st of the twenty-third (23rd) year of service through the December 31st of the 30th year of service.
 5. Senior Officer's pay shall not be used in the computation of overtime or any other allowances or fringe benefits.
 6. The Senior Officer's program will become effective January 1st of 1996.

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

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

ARTICLE X

HEALTH, DENTAL AND PRESCRIPTION DRUGS

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

E. Prescription Drugs

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

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

ARTICLE XI

WORK FOR ABSENT MEMBERS

COMPENSATORY TIME

- A. Deputy Chiefs has the opportunity on a refusal basis to work for absent members on a one-for-one TC. The maximum lifetime accumulation per individual is ninety-one (91) days.
- B. This time that was worked for absent members may be used as time off with pay to a maximum of seven (7) days per year. The member may also sell back to the Township up to five (5) days that was worked for absent members to the Township. The formula to use to calculate the time being sold is twelve (12) hours per day. The employees shall notify the township by October 1 of any time that will be sold back. This time may also be used only if sick time is exhausted or as terminal leave of up to six (6) months.

TERMINAL LEAVE DAYS

- C. If the Township is unable to grant the terminal leave days for any reason or if the employee requests it, the Township is obliged to pay the employee or his estate for all accumulated time at the rate at the time, the leave was requested.
- D. Each terminal leave day s value shall be considered as one hundred and eighty third (1/183) of the final years salary as it is computed for pension purposes. All members will sign a letter of acknowledgment as executive employees for wage and overtime purposes before they can participate in accumulating terminal leave time under this article.

ARTICLE XII

CLOTHING ALLOWANCE

- A. The Township shall provide an annual clothing allowance of seven hundred and twenty five (\$725.00) Dollars to all Employees payable on or prior to May 15 following year allowance was earned.
- B. 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.
- C. 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:

Upon completion of three (3) months' service-25% clothing allowance.

Upon completion of six (6) months' service-50% clothing allowance.

Upon completion of nine (9) months' service-75% clothing allowance.

- D. 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.

- E. The Township agrees upon the death of an active member, to pay the members estate the total amount of clothing allowance as indicated in article XIII, A. regardless of the number of months the member worked during the year.

ARTICLE XIII

MISCELLANEOUS

- A. The Deputy Fire Chief on duty shall be allowed to attend all Association meetings within the Township when it does not interfere with the assigned duties.
- B. Upon prior approval of the Fire Director of the Fire Department, the Association, where reasonable and warranted, may use the Township's firehouses for Association business.
- C. A secure desk or file drawer, designated by the Fire Director, shall be made available in the Deputy Chief's office for the exclusive use of the Association for the purpose of Association business and other information. The Township may remove from the drawer any material which does not conform with the intent of the above.

ARTICLE XIV

PROTECTIVE GEAR

A. The Township shall provide the following protective gear:

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

B. CONTINUING EDUCATION

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

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

ARTICLE XV

MATERNITY LEAVE

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

ARTICLE XVI

BULLETIN BOARDS

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

ARTICLE XVII

RETENTION OF BENEFITS

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

ARTICLE XVIII

PERSONAL LEAVE

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

ARTICLE XIX

DEATH IN FAMILY LEAVE

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

ARTICLE XX

RETIREMENT

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

ARTICLE XXI

SALARIES

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

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

ARTICLE XXII

LONGEVITY

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

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

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

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

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

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

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

Township of Bloomfield for the purpose of determining the completion of said accumulated years of service with the Township of Bloomfield.

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

H. The anniversary date of employment for purposes of this Article shall be the Employee's date of hire.

I. Senior Fire Officer Pay Program

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

ARTICLE XXIII

AGENCY SHOP

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

employment which ordinarily cannot be secured through collective negotiations with the Township.

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

ARTICLE XXIV

TERMINAL LEAVE

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

ARTICLE XXV

DEFENSE AND INDEMNIFICATION

A. Civil Actions

1. The Township is hereby authorized to provide for the defense of actions brought against its officials and to indemnify such officials to the extent herein after set forth and shall save harmless and protect such persons from any financial loss resulting from litigation.
2. 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 respondent superior.

B. Criminal Actions

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

- b. 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.
2. The Township shall provide for the defense of any criminal action against any official, provided that it is authorized by state statute, municipal ordinance or by resolution and such defense is not herein otherwise limited.

C. Limitations on Defense and Indemnification

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

1. The act or omission complained of was not within the scope of employment or authority.
2. The act or omission complained of was because of actual fraud, willful misconduct or actual malice.
3. The defense of the action or proceeding would create a conflict of interest between the Township and the official involved.
4. There exists 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.
5. 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.

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

7. The action was brought by the Township.

D. Methods of Providing Defense

If the Township Council determines to provide a defense as 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.

E. 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.

ARTICLE XXVI

TERM AND RENEWAL

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

WHEREAS the parties have hereunto set their hands and seals this

14 day of April 1997.

BLOOMFIELD FIRE SUPERIOR OFFICERS
ASSOCIATION

By:



Attest:

TOWNSHIP OF BLOOMFIELD
COUNTY OF ESSEX
NEW JERSEY

Attest:



SCHEDULE A

- A. Effective January 1, 1996 all new promotions to the rank of Deputy Chief will start at \$70,914.

Upon completion of a 3-month (90 day) training period the salary will be \$73396.

Effective January 1,1997 all new promotions to the rank of Deputy Chief will start at \$73396.

Upon completion of a 3 month (90 day) training period the salary will be \$75965.

- B. Members of the Fire Department shall receive credit for prior creditable service in their respective positions and office in such department so that existing years of credible service in their respective position and office in the department shall determine the annual salaries of such members in the department. The annual salary according to years of creditable service shall be determined and shall become effective on the first bi-weekly pay period in which the respective annual anniversary dates fall.
- C. Payroll checks will be placed in envelopes if requested.