

AGREEMENT

Between

Lakewood, Township of

TOWNSHIP OF LAKEWOOD, A BODY CORPORATE

(COUNTY OF OCEAN) STATE OF NEW JERSEY

and

LAKWOOD TOWNSHIP LOCAL NO. 80,

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

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*A* Effective January 1, 1985 through December 31, 1987

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*Ocean County*

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AGREEMENT  
BETWEEN THE TOWNSHIP OF LAKEWOOD  
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION  
LOCAL NO. 80

This Agreement made and entered into in Lakewood Township, New Jersey, this 1st day of January, 1985, between the Township of Lakewood, a municipality in the County of Ocean and State of New Jersey, hereinafter referred to as the "Township" or "Employer" and Firemen's Mutual Benevolent Association, Local No. 80, is designed to maintain and to promote a harmonious relationship between the Township and the members of this local, through negotiations in order that a more efficient and progressive public service may be rendered.

WITNESSETH:

WHEREAS, the Township and the F.M.B.A. recognize and declare that providing quality fire protection for the Township is their mutual aim; and

WHEREAS, the Township has an obligation pursuant to Chapter 123, Public Laws of 1974, NJSA 34:13A-5.4, to negotiate with the F.M.B.A. as the representative of employees hereinafter designated with respect to the terms and conditions of employment.

This agreement represents and incorporates the complete and final understanding and settlement between the "Township and the F.M.B.A." on all bargainable issues which were or could have been the subject of negotiations.

ARTICLE I  
RECOGNITION  
SECTION 1

The Township hereby recognizes the F.M.B.A. Local No. 80, as the exclusive bargaining representative for members of this department of full-time, permanent Firefighters and Emergency Medical Technicians (EMT), excluding all other employees, full or part-time, for the purpose of collective negotiations with respect to salaries, benefits, working conditions, procedures for adjustments of disputes and grievances and other related matters.

SECTION 2

This agreement, subject to the statutory provisions, shall govern hours, wages, fringe benefits and other conditions of employment hereafter set forth. It will also govern the procedures for adjustments of disputes and grievances, and other related matters, as covered in the agreement.

SECTION 3

The members of this unit will have the right to review their personnel file at a time that is convenient to both the Township and said members. It is agreed that any written document pertaining to disciplinary charges must be given the opportunity to be initialed by member prior to it being placed in his or her file.

SECTION 4

The Township agrees to grant the necessary time off to duly elected delegates in accordance with N.J.S.A. 11:26c-4, governing firefighters only, such as attendance at State conventions, provided one months notice is given to the Township Manager.

ARTICLE II

VACATION AND HOLIDAYS

SECTION 1

VACATION

Each member of the unit shall be entitled to annual vacation time in accordance with Ordinance 5-12-2.

- 1 to 10 years.....12 days
- 10 and one day to 15 years.....18 days
- 15 years and one day to and up....24 days

SECTION 2

HOLIDAYS

The following shall be recognized as Holidays paid at the employees daily base rate under this Agreement: New Years Day; Good Friday; Memorial Day; General Election Day; Veterans Day; Columbus Day; Washington's Birthday; Lincoln's Birthday; Independence Day (4th of July); Labor Day; Thanksgiving Day; and Christmas Day. Members working on Easter Sunday shall be paid at the rate of time and one-half.

SECTION 3  
ALLOWANCE IN LIEU OF VACATION

Whenever a member of the unit dies having to his credit any annual vacation or holiday leave, properly accumulated, there shall be calculated and paid to his estate a sum of money equal to the compensation which would have been received by the member during such period of vacation or holiday leave had he lived.

SECTION 4  
PERSONAL DAYS

Each member of the unit shall be entitled to two personal days leave per year.

ARTICLE III  
LEAVES OF ABSENCE

SECTION 1

Leaves of Absence without pay may be granted to any member who shall submit all facts bearing on the request to the Township Manager. Each case will be considered on its merits and without establishing a precedent.

SECTION 2

Funeral Leave shall be granted with pay upon the death of a member of his family. Such leave shall be from the day of death up to and including the day of burial, but not to exceed three days. In the event the member has to travel out of state to attend the funeral, he may be granted leave up to five days with approval of the Township Manager.

Family shall include: spouse, children, parents and grandparents of the member or spouse, or the death of a relative who resides in the member's household; brothers, sisters, brothers-in-law, sisters-in-law.

### SECTION 3

Military Leave shall be granted in accordance with Civil Service Rules and regulations or as prescribed by Law.

## ARTICLE IV

### SICK LEAVE

#### SECTION 1

Sick leave with pay shall be credited each member on the basis of 1-1/4 days per month and shall be accumulative from year to year after the first year. During the first year of employment, the sick leave shall accrue at 1 day per month from the day of hire.

#### SECTION 2

Any member who is on sick leave and is qualified to receive his regular pay in addition to workmen's compensation, shall during the period he is receiving workmen's compensation be entitled to only that portion of his regular salary.

ARTICLE V

LONGEVITY

SECTION 1

Each member shall be paid in addition to his current salary, longevity increments which shall be figured and computed on the members base salary based on his years of continuous service in the Township, in accordance with the following schedule:

Beginning the first day of the fourth year.....1.5  
Beginning the first day of the eighth year.....3  
Beginning the first day of the twelfth year...4.5  
Beginning the first day of the sixteenth year..6  
Beginning the first day of the twentieth year..7.5

ARTICLE VI

CLOTHING ALLOWANCE

SECTION 1

The Township agrees to pay a clothing allowance of \$600.00 in 1985, \$650.00 in 1986, and \$700.00 in 1987. The method of payment shall be that which is currently in effect.

ARTICLE VII

SALARIES AND OVERTIME

SECTION 1

Employees currently employed in the bargaining unit shall receive effective January 1, 1985, a base figure of \$28,636.00; January 1, 1986, 6.4% to a base of \$30,469.00; January 1, 1987, 6.8% to a base of \$32,541.00.



## SECTION 2

The Employer agrees that overtime, consisting of time and one-half shall be paid to all employees covered by this Agreement for hours worked in excess of the normal work day.

### ARTICLE VIII

#### GRIEVANCE PROCEDURE

##### SECTION 1

No member of the unit shall be removed, dismissed, discharged, fined or disciplined in any other matter except for just cause. If any member is disciplined, and in the judgment of the F.M.B.A. that such action was taken by the Township without just cause, or if a dispute arises concerning a member's wages, hours or condition of employment, which wages, hours or conditions of employment are controlled by this agreement, or which are provided for in any statute, adjustments shall be sought as follows:

STEP 1. The F.M.B.A. shall submit the grievance in writing to the Township Manager within 15 days of becoming aware of grievance. Within five days of receiving said grievance, the Township Manager shall meet with members of the F.M.B.A. for the purpose of adjusting or resolving said dispute. After 15 days, a grievance is not valid.

STEP 2. If said dispute is not resolved to the satisfaction of the F.M.B.A. by the Township Manager within 15 days after said meeting, the F.M.B.A. may submit such a grievance to the Public Employees Relations Commission for arbitration. The cost of the arbitration shall be equally shared by the Township and the F.M.B.A. The arbitrator's authority does not extend beyond this agreement.

In a dispute involving a disciplinary action, Civil Service or the arbitrator shall have the power to uphold the action of the Township or to rescind or modify such action; and such power shall include but shall not be limited to the right to reinstate with full back pay.

The time limits of this article shall not include Saturdays, Sundays or holidays. Such time limits may be extended by mutual agreement. If, without this mutual agreement, the time limits are exceeded, the parties can move to the next step.

The decision of the arbitrator shall be final and binding on the parties.

ARTICLE IX  
MANAGEMENT'S RIGHTS

It is the right of the Township, except as limited by the provisions of this agreement, to determine the standards of services to be offered by the Township; determine the standards of selection for employment; direct its employees; schedule its employees; take disciplinary action; relieve its employees from duty for legitimate reasons; maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be conducted; take all necessary actions to carry out its mission emergencies and exercise complete control and discretion over its organization and the technology of performing its work. The Township's decisions on these matters are not within the scope of collective bargaining.

ARTICLE X

HOSPITALIZATION, MEDICAL, DENTAL AND OPTICAL

SECTION 1

Each member of the F.M.B.A. shall be entitled to all insurance benefits in accordance with the terms and provisions now in effect by municipal ordinance (hospital, medical, dental, vision and prescription plans now in force and effect which specifically provide for same.)

SECTION 2

Upon retirement, the Employee shall continue to be carried on, and covered under, the Employer's Hospitalization plans then in effect; to be paid solely by the Employee, at the option of the Employee. The Employer agrees to obtain such hospital plan coverage to cover retired Employees.

ARTICLE XI

EDUCATIONAL BENEFITS

SECTION 1

Any member who attains a Baccalaureate will receive, in addition to regular salary, \$500.00 per year.

SECTION 2

Any member of the unit who attains an Associates Degree will receive, in addition to his regular salary, \$200.00 per year.

### SECTION 3

The Township agrees to defray tuition expenses for college courses leading up to an Associate or a Bachelors Degree. Reimbursement shall be limited to a total of 120 credit hours and shall be reimbursable upon successful completion of said course or courses.

### SECTION 4

Credit hours earned towards a Masters or Doctorate Degree shall not be reimbursed.

## ARTICLE XII

### SAVINGS CLAUSE

#### SECTION 1

It is understood and agreed that if any provisions of this Agreement or the application of this Agreement to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Nothing in this Agreement shall serve to supersede or invalidate any provisions of the Revised General Ordinances of the Township of Lakewood, except as specifically amended by the terms of this Agreement.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Nondiscrimination. The Township and the Union agree that there will be no discrimination, and that all practices, procedures and policies of the Township shall clearly exemplify that there is no discrimination in the firing, training, assignment, promotion, transfer or discipline of Union personnel, or in the application or administration of this agreement on the basis of race, creed, color, religion, age, national origin, sex, domicile or marital status.

DURATION OF THE AGREEMENT

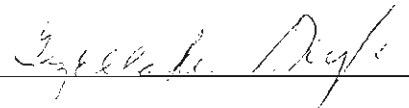
This Agreement shall be in full force and effect as of January 1, 1985, and shall remain in effect to and including December 31, 1987.

This Agreement shall continue and remain in full force and effect from year to year thereafter until such time as its terms are modified, amended or rescinded by a newly executed Contract. The parties hereto agree to begin negotiations not more than 120 days and not less than 90 days before expiration of this Agreement and shall negotiate in good faith and diligence to effect settlement prior to December 31, 1987.

THE TOWNSHIP OF LAKEWOOD

BY: 

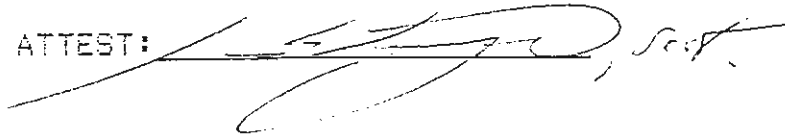
ROBERT W. SINGER, MAYOR

ATTEST: 

GIZELLA M. DOYLE, CLERK

FIREMEN'S MUTUAL BENEVOLENT  
ASSOCIATION, LOCAL NO. 80

BY: 

ATTEST: 

SCHEDULE A

ANNUAL COMPENSATION SCHEDULE FOR CLASSIFIED SERVICE  
FIREFIGHTERS/EMERGENCY MEDICAL TECHNICIANS

1985

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
\$18,632.	\$21,966.	\$25,300.	\$28,636.

1986

\$19,824.	\$23,372.	\$26,919.	\$30,469.
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1987

\$21,172.	\$24,961.	\$28,749.	\$32,541.
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