

A G R E E M E N T

Between

TOWNSHIP OF MAPLEWOOD

and

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 25

January 1, 1978 - December 31, 1978

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THIS AGREEMENT entered into this 29th day of September , 1978, by and between THE TOWNSHIP OF MAPLEWOOD, NEW JERSEY (hereinafter referred to as the "Township" or the "Employer"), and FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 25, (hereinafter referred to as the "FMBA").

W I T N E S S E T H:

ARTICLE I. RECOGNITION

1. The Township hereby recognizes the FMBA as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all uniformed firemen, Lieutenants and Captains.

2. Unless otherwise indicated, the terms "fireman," "fire-men," "employee," or "employees" when used in this agreement refer to all persons represented by the FMBA in the above-defined negotiating unit.

ARTICLE II. DUES CHECKOFF AND INDEMNIFICATION

1. Upon receipt of proper written authorization, the Township shall deduct FMBA dues on a pro-rata basis and shall remit the monies collected to the FMBA once each month. The FMBA agrees to indemnify and hold harmless the Township, its officers or employees, from any causes of action, claims, loss or damages incurred as a result of this article.

2. All deductions under the Article shall be subject to revocation by the employees who executed such assignments, upon giving written notice to that effect. Such notice shall be given to the FMBA and the Township Treasurer. The Township Treasurer shall thereafter cease withholding any monies whatever under such check-off authorization.

3. Assignees shall have no right or interest whatsoever in any money authorized to be withheld until such money is actually paid over to them. The Township or any of its officers and employees shall not be liable for any legitimate delay in carrying out such deduction. Dues deduction shall be personally received by a duly authorized agent of the FMBA who shall sign a receipt for same.

ARTICLE III. ACCESS

A duly authorized representative of the FMBA, designated in writing, after reporting to the office of the Chief, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Upon request, the FMBA representative shall have the right to meet with the Chief or the officer in charge and state the purpose of his visit. Except in an emergency, at least two (2) hours advance notice must be given. Such visit shall not be permitted to interfere with, hamper or obstruct normal operations.

ARTICLE IV. BULLETIN BOARD

The FMBA shall have the use of a bulletin board in

all fire houses for the posting of notices relating to meetings and official business of the FMBA only. Any other notices to be posted shall be submitted to the Chief.

ARTICLE V. PROBATIONARY EMPLOYEES

New employees shall remain probationary until after completion of one hundred eighty (180) calendar days of service from the date of last hiring. Upon completion of said period, such employees shall enjoy seniority status from the date of last hiring. Employees shall have no seniority rights during this probationary period. Probationary employees are not to be included in the scheduling of overtime for the first ninety (90) days of their employment. Their employment may be terminated at any time in the sole discretion of the Township. Discharges during the probationary period shall not be subject to the grievance and arbitration procedure during the first ninety (90) days of employment.

ARTICLE VI. SENIORITY

1. Seniority is defined to mean the accumulated length of continuous service with the Township, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by a physician of the Township's choice not in excess of six (6) months. In cases of work-connected injury, an employee shall retain seniority until such time as determined by medical certification that he is unable to resume his full responsibility.

Seniority shall be retained but not accrued during leave of absence except for injury or illness.

2. The following causes for termination of seniority shall be determined by the Chief or his designee:

(a) Absence for illness or non-connected work injury for more than one (1) continuous year;

(b) Voluntary layoff for longer than six (6) consecutive months.

3. In the event of layoffs, they shall be implemented in accordance with Title 40A:14-25.

ARTICLE VII. DISCIPLINE AND DISCHARGE

1. It is agreed that nothing herein shall in any way prohibit the Township from discharging or otherwise disciplining any employee, regardless of his seniority, for just cause.

2. Employment shall be automatically terminated if an employee is discharged or resigns. Absent extenuating circumstances, the following may be causes for immediate termination:

(a) Failure to return promptly upon expiration of authorized leave;

(b) Absence for five (5) consecutive working days without leave or notice.

3. Summary discharge may be invoked by the Township for causes including, but not limited to drunkenness on the job, use of narcotics, dishonesty, careless use or abuse of

Township property, insubordination, negligence in the performance of duties and incompetence or undue absences.

4. In the event that a suspended or discharged employee feels that he has been unjustly dealt with, said employee or the FMBA, with permission of the employee, shall have the right to file a grievance which must be in writing, within ten (10) working days, Saturdays, Sundays and holidays excluded, from the time of suspension or discharge. Said complaint will be treated as a grievance, subject to the grievance and arbitration proceedings herein provided. If no complaint is filed within the time specified, then said suspension or discharge shall be deemed to be absolute.

5. In the event of non-summary discharge, the employee shall remain on the job pending the outcome of the grievance and arbitration procedure.

ARTICLE VIII. MANAGEMENT RESPONSIBILITY

It is recognized that the management of the Fire Department, the control of its properties and the maintenance of order and efficiency, are solely responsibilities of the Township. Accordingly, the Township retains the following rights, except as specifically provided in this agreement, including, but not limited to selection and direction of the force; to hire, suspend or discharge for just cause, to make reasonable and binding rules which shall not be inconsistent with this agreement; to assign, promote, demote or transfer; to determine the amount of overtime to be worked; to relieve

employees from duty because of lack of work or for other legitimate reasons; to decide on the number and location of facilities; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials; and to purchase services of others, contract or otherwise.

ARTICLE IX. RULES AND REGULATIONS

1. The Chief may establish and enforce binding rules and regulations in connection with the operation of the Fire Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Prior to the promulgation of such rules, the Township shall submit them to the FMBA seventy-two (72) hours in advance of same for any recommendation or suggestion to which the Township will give due consideration. Copies shall be furnished to the FMBA. It is understood that application of this agreement shall not in any way hamper enforcement of the departmental rules and regulations.

2. It is understood that employees shall comply with all rules and regulations of the department, and order of directions issued by the Chief or his designee, from time to time. Employees shall promptly and efficiently execute the instructions and orders of superior officers. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust,

the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instructions as a grievance which shall be handled in accordance with the grievance procedure set forth in Article X of this agreement.

3. In the event that an employee or employees shall refuse to comply with a rule or regulation or shall refuse to execute promptly and efficiently an instruction or order of a superior officer, appropriate action shall be within the province of the superior officer within the framework of department rules and regulations, subject only to the right of employees to file a grievance.

ARTICLE X. GRIEVANCE PROCEDURE AND ARBITRATION

1. In the event that any difference or dispute should arise between the Township and the FMBA or its members employed by the Township over the application and interpretation of the terms of this agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the grievance is filed within ten (10) working days of its occurrence:

(1) Between the aggrieved employee (with or without the FMBA representative and the Chief.) The Chief shall have two (2) working days to respond.

(2) If no satisfactory agreement is reached at step one, the FMBA Grievance Committee shall have three (3) working days from receipt of the Chief's decision to appeal in writing. Upon appeal, the FMBA Grievance Committee shall meet

with the Chief within three (3) working days and the Chief shall issue a written decision within three (3) working days thereafter.

(3) If no satisfactory agreement is reached at step two, the FMBA Grievance Committee shall have three (3) working days from receipt of the Chief's decision to appeal in writing to the Township Fire Committee. The Committee will issue a written decision within ten (10) working days.

(4) If no satisfactory agreement is reached at step three, the matter may be referred to arbitration by the Township or the FMBA only.

2. Either party may within seven (7) working days after the decision at Step 3 request the New Jersey Public Employment Relations Commission to submit a list of arbitrators from which the parties may select an arbitrator. (The arbitrator shall be limited to the issues presented, and shall have no power to add to, subtract from, or modify any of the terms of this agreement, or to establish or change any wage rate. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees and other expenses shall be borne by the parties respectively.)

3. Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last Township answer.

4. It is specifically understood and agreed that arbitration shall not be obtainable as a matter of right if the

grievance (a) involves the existence of alleged violation of any agreement other than the present agreement between the parties; (b) involves issues which were discussed at negotiations but not expressly covered by the terms and conditions of this agreement; (c) involves claims of violation of an allegedly implied or assumed obligation; (d) would require an arbitrator to rule on, consider or decide the appropriate hourly or salary rate of pay negotiated between the parties, or the method by which his pay shall be determined; (e) would require an arbitrator to consider, rule on, or decide any of the following: (i) the level, title or other designation of an employee's job classification, or (ii) the right of management to assign or reassign work, provided such assignment does not conflict with Article XXII; (f) pertains in any way to the establishment, administration, interpretation or application of insurance, pension, savings or other benefit plans in which covered employees are eligible to participate; (g) involves discipline or discharge of employees who have not satisfactorily completed the designated probationary period.

5. Nothing contained herein, where arbitration is not obtainable, shall prevent or bar the FMBA or aggrieved employee from seeking redress through litigation in the courts.

ARTICLE XI. WORK WEEK

1. It is understood and agreed that the normal work week for unit employees performing firefighting duties shall be an average of forty-two (42) hours computed over the period

of an eight (8) week cycle as per ordinance. Day tours are 8 a.m. to 6 p.m. and night tours are 6 p.m. til 8 a.m. Present work schedules shall be maintained, subject to changes by mutual consent.

ARTICLE XII. OVERTIME

1. Men who are held beyond the change of shifts at 8 a.m. or 6 p.m. shall be paid for overtime at the following rates:

(a) Up to 15 minutes - 1/4 hour overtime payment computed at one and one-half times the hourly rate.

(b) Up to 30 minutes - 1/2 hour overtime payment computed at one and one-half times the hourly rate.

(c) Between 30 minutes and one hour - one hour over-time payment computed at one and one-half times the hourly rate.

2. Men who are brought into work in cases of emergency shall also be paid for overtime at one and one-half times the hourly rate.

ARTICLE XIII. EXCHANGE OF SHIFTS

A firefighter, with the approval of the Chief or the officer in charge, not less than one (1) day in advance, except in cases of emergency, may arrange to exchange shifts with another employee so long as there is no additional cost to the Township.

ARTICLE XIV. NO DISCRIMINATION

The parties agree there shall be no discrimination

with regard to hiring, promotion, job assignment or other conditions of employment because of race, age, sex, creed, color or national origin and that there shall be no discrimination or harassment with regard to FMBA activities.

ARTICLE XV. HOLIDAYS

1. An employee not required to work shall receive wages based upon 8.4 hours straight-time hourly rate of pay for each of the following holidays in 1978:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

2. Employees shall be paid the holiday pay for any of the above holidays if it falls on Saturday.

3. If any of the above holidays fall on Sunday, Monday shall be considered as the holiday if it is generally observed as such in the community.

4. Where the department operates on any of the above holidays or holiday periods, working employees shall receive their holiday pay as set forth in paragraph 1.

5. If one of the above holidays falls within an employee's vacation period, the employee shall receive the holiday pay in addition to any vacation pay to which he may be entitled.

ARTICLE XVI. VACATIONS

Vacations shall be granted to officers and members of the Fire Department in accordance with the present vacation rules for 1978, posted by the Chief of the Fire Department. There shall be two (2) men off per platoon and they shall receive their regularly scheduled three (3) off days prior to the start of their vacation. Vacations shall be taken throughout the year. The following is the vacation schedule:

1. Persons employed prior to August 1st in any calendar year shall in that year receive a vacation of one (1) day for each month of consecutive service up to August 1st.
2. Persons employed after August 1st in any calendar year shall in the next succeeding calendar year receive a vacation of one (1) day for each month of consecutive service from the date of employment to the date of commencement of vacation but in no event more than ten (10) working days' vacation.
3. Persons employed from one (1) to three (3) consecutive years shall receive a vacation of two (2) consecutive calendar weeks, plus two (2) days.
4. Persons who have completed three (3) consecutive years of service with the municipality through ten (10) consecutive years of service shall, in the calendar year following the year in which such three (3) consecutive years of

service are completed, receive a vacation of three (3) calendar weeks of which two (2) calendar weeks shall be consecutive.

5. Persons who have completed ten (10) consecutive years of service with the municipality through fifteen (15) consecutive years of service shall, in the calendar year following the year in which such ten (10) consecutive years of service are completed, receive a vacation of three (3) calendar weeks plus two (2) days, of which two (2) calendar weeks shall be consecutive.

6. Persons who have completed fifteen (15) consecutive years of service with the municipality through twenty (20) consecutive years of service shall, in the calendar year following the year in which such fifteen (15) consecutive years of service are completed, receive a vacation of four (4) calendar weeks, of which two (2) calendar weeks shall be consecutive.

7. Persons who have completed twenty (20) consecutive years of service with the municipality shall, in the calendar year following the year in which such twenty (20) consecutive years of service are completed, receive a vacation of four (4) calendar weeks plus two (2) days, of which two (2) calendar weeks shall be consecutive.

ARTICLE XVII. INJURY LEAVE

1. Whenever an employee shall be injured in the line of duty from any cause so as to be physically unfit for duty, the Township shall grant a leave of absence with pay during the period of temporary disability as defined by the Workmen's Compensation Law of the State of New Jersey.

2. Any temporary disability payments from Workmen's Compensation insurance received by the employee shall be credited toward the pay referred to above.

3. The Township may require that the injury or disability be evidenced by a certificate of a physician designated by the Township to examine the employee whenever in its judgment such examination is deemed appropriate.

4. There shall be no loss of vacation whenever an employee is injured in the line of duty.

ARTICLE XVIII. INSURANCE

1. All employees of the Fire Department covered by this agreement and eligible members of their family shall be entitled to full coverage of Blue Cross, Blue Shield and Rider "J" and major medical insurance as provided for in the State Health Plan when the changeover becomes effective. The premiums for these benefits shall be paid for by the Township.

2. All other insurance benefits presently in effect shall be maintained throughout the period of the contract.

ARTICLE XIX. LEAVE OF ABSENCE

1. Any permanent employee desiring leave of absence without pay from his employment shall request such leave in writing, stating the reason for the leave, and must receive permission in writing from the Township in order for it to be effective. The maximum leave of absence shall be for ninety (90) days and may be extended for a like period by the Township. During the period of absence, the employee shall not engage in any gainful employment without the consent of the Township Committee. An employee who fails to comply with this provision shall be subject to disciplinary action. Seniority shall be retained, but shall not accrue during such leaves. Time on leave shall not be counted in computing service for vacation purposes. The employee must make suitable arrangements for continuation of Welfare and Pension payments, if any, before the leave may be approved by the Township. The Township shall have the right to require an employee returning from leave of absence for illness or injury to undergo a physical examination by a Township designated physician before he is returned to the job. An employee shall be allowed a maximum of six (6) months leave without pay during the term of this agreement unless said term is extended in writing by the Township.

2. At the Chief's discretion and subject to scheduling of available manpower, an employee may request use of previously accrued vacation leave to care for a sick member of his immediate family.

ARTICLE XX. MILITARY LEAVE

1. Any regular employee who is called into active service or who volunteers for service in the Armed Forces of the United States shall be given a leave of absence for, and will accumulate seniority during such period of service not to exceed four (4) years. Upon the termination of such service he will be reemployed at the rate of pay prevailing for work to which he is assigned at the time of his reemployment provided, however, he has not been dishonorably discharged, his job or a comparable job is available, he is physically, mentally and emotionally able to perform such work, and he makes written application for reinstatement within ninety (90) days after discharge.

2. Any employee required to be absent from work because of Annual Active Duty Training shall receive the difference between base rate for military duty and their regular straight-time rate for such Annual Active Duty Training. Proof of required service and of pay received may be requested by the Chief.

ARTICLE XXI. SICK LEAVE

Whenever an employee is injured, ill or disabled other than in the line of duty, the Township shall grant him a leave of absence up to one hundred twenty-six (126) calendar days at full pay. For the next one hundred twenty-six (126) calendar days, the Township shall grant him time off at one-half (1/2) his prevailing rate of pay. An employee out as a

result of said injury, illness or disability shall not lose any vacation due him.

ARTICLE XXII. FMBA BUSINESS LEAVE

1. Meetings between representatives of the Township and of the FMBA for the negotiation of terms of the agreement or the handling of grievances as prescribed herein should be scheduled, whenever practicable, during non-working time of all affected employees. In the event an employee is on duty, he shall be excused to attend all negotiation sessions except in case of emergency.

Those eligible for FMBA leave shall be President, Delegate, Vice-President or FMBA designee. The President and State Delegate shall be permitted to attend all State meetings held during working hours.

2. Leaves of absence with pay to attend and serve as delegates to conventions of the FMBA may be granted in writing to not more than six (6) unit employees during a calendar year, with the extent of the leave limited to five (5) days per delegate, contingent upon available manpower to the Township. Application for leave shall be made in writing not less than two (2) weeks in advance. The parties also agree to be bound by the provisions of the New Jersey Statutes 11:26 C-4, where applicable.

3. Unjustified failure of an employee to return to work promptly upon the expiration of authorized leave may subject the employee to disciplinary action in accordance with Departmental rules and regulations.

ARTICLE XXIII. FUNERAL LEAVE

A regular full-time employee shall be excused from work because of death in his immediate family as defined below and shall be paid his regular rate of pay for the scheduled working day not to exceed three (3) calendar days missed during the first seventy-two (72) hours following the death. In the event that the day of the burial occurs subsequent to the seventy-two (72) hours immediately after death, the employee shall also be excused from his one (1) scheduled tour of duty on the day of the burial. Immediate family is defined to mean parents, children, spouse, brother or sister, father-in-law or mother-in-law, as well as grandfather or grandmother. One (1) scheduled tour of duty shall be allowed in the event of the death of an aunt or uncle. Special and other cases will be referred to the Chief and acted on as heretofore.

ARTICLE XXIV. CLOTHING ALLOWANCE

Employees covered by this agreement shall receive two hundred seventy-five (\$275.00) dollars for the maintenance and up-keep of all clothing. Work jackets heretofore supplied every two (2) years by the Township shall be purchased by the employee. The Township shall supply and will continue to supply boots, turnout coats, helmet, face shields, gloves and flashlight.

ARTICLE XXV. WAGES

Salaries for all employees covered by this agreement shall be as follows retroactive to January 1, 1978:

| <u>Grade</u> | <u>Effective 1/1/78</u> |
|--------------|-------------------------|
| Captain | \$20,782.32 |
| Lieutenant | 18,254.08 |
| First Grade | 15,724.80 |
| Second Grade | 14,934.92 |
| Third Grade | 14,175.20 |
| Fourth Grade | 13,385.32 |
| Fifth Grade | 12,625.86 |

ARTICLE XXVI. ACTING OFFICERS

Whenever any fireman or Lieutenant is required to serve as an acting Lieutenant or acting Captain, he shall after fourteen (14) cumulative working days of such service in each calendar year receive the prevailing rate of Lieutenant or Captain's pay. This shall occur on a day-to-day rotating basis for all senior men.

ARTICLE XXVII. PERFORMANCE OF FIRE RELATED DUTIES

No firemen of the Fire Department shall be assigned to perform any duty which is unrelated to fire fighting, fire prevention and care and maintenance of fire fighting equipment and all other fire related duties which have heretofore been performed.

ARTICLE XXVIII. PERSONNEL RECORDS

1. Every member shall be given a copy of any pertinent document whether beneficial or detrimental to his position that is inserted in his personnel file, except confidential medical information.

2. Employees shall have the right from time to time to make reasonable requests to review the contents of their personnel file, except confidential medical information. Such reviews shall be conducted in the presence of the Chief or his designee.

ARTICLE XXIX. SAFETY

1. During the term of the agreement, a safety committee composed of representatives from the Township and the FMBA shall meet whenever necessary.

2. Safety rules shall be promulgated by the Township subject to review by the FMBA. Whenever changes in safety rules are to be established, they shall be discussed and agreed to with the FMBA.

3. Failure by employees to abide by safety regulations will result in disciplinary action.

4. The FMBA may submit proposed changes in safety regulations which shall be reviewed with representatives of the Township to determine implementation.

ARTICLE XXX. SEVERABILITY

In the event that any provision of this agreement between the parties shall be held by operation of law or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby but shall be continued in full force and effect. It is further

agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

ARTICLE XXXI. EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining.

ARTICLE XXXII. FMBA ROOM

The Chief shall make available a room in Fire Headquarters when requested by the FMBA in order for it to conduct its meetings. The FMBA shall also have an office at Fire Headquarters which it shall maintain.

ARTICLE XXXIII. STIPEND POSITIONS

1. Effective January 1, 1978, fire officer assigned as Chief of the Fire Prevention Bureau by the Chief of the Department shall receive \$886.86 per year in addition to his regular compensation.

2. Effective January 1, 1978, fireman serving as mechanic shall receive \$815.88 per year, and fireman known as master mechanic shall receive \$1,127.36 per year, in addition to their regular compensation.

ARTICLE XXIV. LONGEVITY

1. In addition to the annual salary schedule contained in this agreement, all officers and firemen covered by this agreement shall be entitled to and be paid longevity pay.

2. Longevity pay shall commence after five (5) years of continuous service and subsequent five (5) year periods of continuous service shall increase the member's longevity pay two percent (2%) until a maximum of ten percent (10%) is realized. The longevity pay shall be incorporated in the pension system after twenty-two (22) years' service to coincide with the vested retirement rights. The amount due each fireman at the twenty-two (22) year level shall be computed in advance and included pro-rata with his regular salary. The following scale shall be used in calculating longevity:

| | |
|--------------------------|-----|
| Fifth Anniversary | 2% |
| Tenth Anniversary | 4% |
| Fifteenth Anniversary | 6% |
| Twentieth Anniversary | 8% |
| Twenty-Fifth Anniversary | 10% |

ARTICLE XXV. TERMINATION CLAUSE

This agreement shall be effective retroactive to January 1, 1978 and shall continue and remain in force and effect to and including December 31, 1978, and shall continue from year to year thereafter unless written notice of desire to cancel, modify or terminate same is served by either party

upon the other by at least sixty (60) days prior to the date of expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 29th day of September , 1978.

TOWNSHIP OF MAPLEWOOD

ATTEST: W. Millbourne Knopf

By Robert H. Hammer
Mayor

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 25

ATTEST: Carl W. W. W. W.

By Thomas J. Twilley

George H. Fisher
Joseph A. Russo
Norman A. W. W. W.
Pat J. Taylor
N. W. W. W.

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A G R E E M E N T

TOWNSHIP OF MAPLEWOOD

and

FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION, LOCAL NO. 25

January 1, 1978
to
December 31, 1978

GROTTA, GLASSMAN & HOFFMAN
11 Commerce Street
Newark, New Jersey 07102