

**AGREEMENT**

**Between**

**THE TOWN OF WESTFIELD**

**And**

**FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION**

**BRANCH #30**

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Effective: January 1, 2018 through December 31, 2021

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This Agreement made as of the 1st day of January, 2018 by and between the **TOWN OF WESTFIELD**, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Town", and the **FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, BRANCH #30**, hereinafter referred to as the "FMBA;"

WHEREAS the parties hereto have entered into collective negotiations and desire to reduce the results thereof to writing;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I

RECOGNITION

Section 1. The Town hereby recognizes the FMBA as the sole and exclusive representative for purposes of collective negotiations for all members of the Fire Department of the Town but excluding those members in the rank of Chief and Deputy Chief of the Fire Department.

ARTICLE II

PAYROLL DEDUCTION OF FMBA DUES

Section 1. In accordance with N.J.S.A. 52:14-15.9e, the Town agrees to deduct from the salaries of members of the Department represented by the FMBA, dues for membership in the FMBA, and assessed special assessments provided the member files an appropriate written authorization with the Town. The deductions will be made bi-monthly.

The dues so deducted will be transmitted to the FMBA Treasurer. The FMBA shall certify to the appropriate Town official in writing the current rate of membership dues and the amount of any fees and assessments.

Section 2. Effective on execution of this Agreement, any permanent employee in the bargaining unit

who does not join the Union within thirty (30) days thereafter, shall as a condition of employment, pay a Representative Fee to the Union by automatic payroll deduction only upon Town receipt of a written document from the employee expressly authorizing such Representation Fee payment in accordance with applicable law. The Representation Fee shall be in an amount equal to eighty-five (85%) per cent of the regular Union membership dues, fees, and assessments as certified to the Town by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Town.

Section 3. The FMBA agrees that it will indemnify and save harmless the Town against any actions, claims, loss or expenses in any manner resulting from action taken by the Employer at the request of the FMBA under this Article.

### ARTICLE III

#### MANAGEMENT PREROGATIVES

Section 1. It is understood and agreed that the Town possesses the sole right to conduct the Town's business, to manage and direct the affairs of the Fire Department, to fulfill its lawful obligations and that all management rights repose in it.

Section 2. It is further agreed and understood that all rights of management are retained by the Town unless otherwise specifically restricted by this Agreement.

ARTICLE IV

NO STRIKE

Section 1. During the term of this Agreement the FMBA agrees that there shall be no strikes, work stoppages, job actions or slowdowns of any kind.

ARTICLE V

FMBA SECURITY

Section 1. The parties hereto agree that the conduct of the internal affairs of the FMBA is the sole responsibility and right of the officers and members of the FMBA.

Section 2. The Town and the FMBA agree not to discriminate against, interfere with, or coerce any member of the Department in the exercise of his right to form, join and assist the FMBA or to refrain from any such activity.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1. Any dispute involving the interpretation or application of any of the provisions in this Agreement shall be a grievance and shall be settled and determined accordingly to the following procedure which must be followed:

Step 1. An employee with a grievance shall first discuss it with his immediate supervisor, either directly or through the FMBA's designated representative for the purpose of resolving the matter informally.

Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 1, he may file a grievance in writing with the Chief of the Fire Department or his designated representative. A

hearing on the grievance shall be held between the Chief of the Fire Department or his designated representative and the aggrieved party and the FMBA's designated representative. Those parties present at Step 1 may be present at Step 2. The Chief of the Fire Department or his designated representative will render a decision in writing within ten (10) working days, setting forth the reasons for his decision.

Step 3. If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, he may submit the matter for review by the Town Administrator within five (5) working days after receiving the decision in Step 2. The Town Administrator shall render a decision from the record before him in writing within ten (10) working days.

Section 2. The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement.

Section 3. Any grievance not presented under the grievance procedures described herein within three (3) working days of the occurrence of the condition giving rise to the grievance shall not thereafter be considered a grievance under this Agreement unless reasons satisfactory to the Town are given in explanation of the failure to present the grievance within such time.

## ARTICLE VII

### ARBITRATION

Within two (2) weeks of the transmittal of the written answer by the Town Administrator, if the grievance is not settled to the satisfaction of the aggrieved party, he may request that the grievance be submitted to arbitration within fifteen (15) working days of the final decision of the Town Administrator.

The grievance may be submitted to the New Jersey State Board of Mediation or the Public Employment Relations Commission for the appointment of an impartial arbitrator in accordance with their Rules and Regulations, who shall have full power to hear and determine the dispute between the parties. The

arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and conditions of this Agreement and shall decide the dispute within thirty (30) days after the hearing has been closed. Only the Town or the FMBA shall have the right to submit a grievance to arbitration.

## ARTICLE VIII

### SALARIES

Section 1. During the term of this Agreement, salaries for employees shall be as set forth in Schedule A which is appended hereto and incorporated herein by this reference.

Section 2. When an employee is required to serve in an acting capacity in a higher rank for a period of seven (7) consecutive calendar days or more, commencing on the eighth (8th) consecutive calendar day, he shall receive the prevailing rate of pay for that rank. The seven (7) consecutive calendar day period shall exclude time spent in covering for vacations.

The primary designation of employees entitled to serve in an acting capacity when such designation is made shall be the 4 employees who achieved the top scores in the most recent promotional examination. Thereafter, if circumstances require that a different employee is needed to serve in an acting capacity, the designation shall be by seniority among those employees who took the most recent promotional examination.

## ARTICLE IX

### HOURS OF WORK AND OVERTIME

Section 1. The former schedule of hours of actual duty for the paid officers and members of the Fire Department averaged forty-two (42) hours per week in any eight (8) week cycle, based on ten (10) hour day shift tours of duty and fourteen (14) hour night shift tours of duty. The duty hours for the Fire Prevention Officer shall continue to be scheduled by the Chief of the Fire Department.



The parties agree to maintain the current work schedule that was established in 1998 and which provided for an average of forty-two (42) hours per week in any four (4) week cycle based on a 24 hour tour of duty followed by 72 hours off. The appropriate adjustments to contractual paid time off benefits to offset the change in the work schedule will be maintained as follows:

1. Holidays – The existing benefit of 13 days paid at 8 hours per day for a total of 104 hours of paid time per year at the regular rate of compensation for each member of the uniformed paid Fire Department will be maintained. Effective January 1, 2011 holiday pay was incorporated into base pay and was eliminated as a separate form of compensation.

2. Vacation – The existing benefit levels of vacation entitlement were adjusted to one-half of the levels set forth in the Contract. Effective January 1, 2011 the existing vacation levels were improved and converted to hours consistent with the one-half formula. Effective January 1, 2013 vacation entitlement was modified for employees hired on and after 1/1/2013. Vacation hours may continue to be used in blocks of ten (10) hours and fourteen (14) hours.

3. Sick Leave – The existing benefit level of fifteen (15) sick days per year shall be adjusted to one half of that level (7.5 shifts) of 24 hours per shift for a total of 180 hours per year which may be accumulated to a maximum of 45 shifts of 24 hours per shift for a total of 1080 hours and with further provisions that up to 2 shifts of 24 hours per shift for a total of 48 hours of sick leave may be used in case of a birth or adoption of a child provided such leave is started no later than one week after the birth or adoption; and still further that employee may use up to 4 shifts of 24 hours per shift for a total of 96 hours of sick leave for care of a sick member of the immediate family living in the household of the employee with a right to extend beyond the 96 hours at the discretion of the Chief. The Article on Sick Leave Redemption shall remain unchanged.

4. Staff Positions – The parties agree that the terms concerning Staff Duty positions set forth in the October 31, 2016 Agreement, which is attached hereto, shall be maintained during the term of this contract.

Section 2. Whenever an employee works in excess of his regularly assigned work week or work schedule as provided for in Section 1 of this Article, he shall be paid for such overtime work at time and one-half (1-1/2) his regular straight time hourly rate which he receives for his regularly assigned duty, except that he shall receive no additional compensation when working for a fellow employee on special leave pursuant to Article XIX hereof. In a call situation, there will be no overtime paid for the first six (6) minutes. After six (6) minutes, overtime will be paid in the amount of one-half (1/2) hour. After the first half hour of overtime, overtime pay will be calculated in fifteen (15) minute intervals. Whenever an employee of the Department below the rank of Deputy Chief is subpoenaed for Department related business to any court of record as a witness, the employee shall be entitled to payment at the rate of time and one-half (1-1/2) the straight time hourly rate of pay for that employee for all hours worked plus reasonable travel time when the witness appearance occurs at other than scheduled duty time.

Section 3. In the event that an employee is required to report to duty because of a recall, he shall be entitled to a minimum of three (3) hours' pay at time and one-half (1-1/2) his regular hourly rate. After the third hour of actual work (for the purpose of payment), such overtime pay will be calculated in fifteen (15) minute intervals. Only one three (3) hour minimum during a 24 hour shift will be provided when the recall is for fire fighters and fire officers who are EMT certified and who are recalled due to a medical emergency. If an EMT certified fire fighter or fire officer is recalled for a medical emergency a second time during a 24 hour shift such fire fighter or fire officer shall be compensated on an hour for hour or part thereof basis with a minimum guarantee of one (1) hour.

Section 4. Requests for compensatory time off must be made at least 72 hours in advance and compensatory time must be taken in minimum blocks of 4 hours. Effective upon contract signing compensatory time may be taken in blocks of two (2) hours. Except in cases of emergency, compensatory time off requests that are granted cannot be changed. The terms of June 21, 2016 Agreement which is attached hereto shall be maintained during the term of the contract.

Section 5. The assignment of overtime shall be governed by the provisions of Schedule B.

Section 6. The Department will give a minimum of fourteen (14) calendar days notice for a reassignment to another platoon. This notice requirement does not apply to temporary transfers which shall not exceed 60 calendar days.

Section 7. The Platoon Officers will have the discretion to determine the performance of outside house maintenance duties in inclement weather. The Fire Chief will issue appropriate guidelines to be followed.

Section 8. Live burn training may be mandated for any or all members of the department during each year of the contract and such training may be done during non-working hours in which event employees will receive compensatory time at the rate of time and one half for time spent at such training.

Section 9. Compensatory time at straight time for the length of the course will be provided for time spent during off duty hours for necessary course participation for certification and re-certification including courses required for promotion such as Fire Inspector and Level I Instructor, etc.; and time off for such course participation during working hours will be permitted provided it does not create overtime requirements.

## ARTICLE X

### CLOTHING ALLOWANCE

Section 1. In addition to the existing clothing allowance, the Town shall reimburse all unit members for personal clothing damaged if worn directly from home to the scene of the fire or during recalls when there is no time for the employee to change clothes. There shall also be reasonable reimbursement for eyeglasses damaged at the scene of a fire if there is no insurance reimbursement.

Section 2. All protective equipment shall meet the OSHA standards for Personal Protective Equipment for Firefighters.

Section 3. The Town will continue to supply washing and drying equipment at all stations for the employees to launder their personal bedding equipment. Additionally, the Town will supply detergent as needed.

## ARTICLE XI

### LONGEVITY

Section 1. The computation for longevity payments under the existing schedule will be made from the anniversary date of employment.

Section 2. Longevity payments will be as follows:

One percent (1%) after five (5) years of service.

Three percent (3%) after ten (10) years of service.

Five percent (5%) after fifteen (15) years of service.

Seven percent (7%) after twenty (20) years of service.

Nine percent (9%) after twenty-four (24) years of service.

Section 3. Effective the “third pay” in 1992 the current longevity payment, as adjusted by general wage increases, shall be incorporated into the base pay rate for each employee covered by this Agreement.

Section 4. Effective August 1, 1998 longevity for new hires shall be eliminated unless the new hire comes from another department within the Town of Westfield and is eligible for longevity payments in that capacity.

## ARTICLE XII

### HOLIDAYS

Section 1. Effective January 1, 2011 the full value of the holiday pay based upon the rate of holiday pay paid in 2010 was incorporated in the base rates of pay for employees covered under this Agreement and thereafter, holiday pay as a separate form of compensation was eliminated.

## ARTICLE XIII

### VACATIONS

Section 1. All members of the uniformed Fire Department hired prior to December 31, 2012 shall be granted annual vacation leave with pay which was converted to hours based upon the one-half formula that was incorporated when the work schedule was changed from 10 and 14 hour shifts to 24 hour shifts. The vacation entitlement for pre 12/31/12 hires is as follows:

- (a) During first calendar year – 12 hours for each two full calendar months of service to a max of 60 hours.
- (b) During the second calendar year – 60 hours plus 12 hours for each two full calendar months of service in the previous year of service to a maximum of 60 additional hours.
- (c) Three years through four years – 120 hours.
- (d) Five years through nine years – 156 hours.

- (e) Ten years through fourteen years – 204 hours.
- (f) Fifteen years through twenty years – 264 hours.
- (g) Twenty-one plus years – 300 hours.

After the ninth calendar year of service, length of service as of July 1<sup>st</sup> shall determine vacation entitlement.

Employees hired on and after January 1, 2013 shall have the following vacation entitlement:

- a) During the first calendar year – 12 hours for each two full calendar months of service to a maximum of 60 hours.
- b) During the second through the tenth years of service – 120 hours per year.
- c) During the eleventh through the fifteenth years of service – 180 hours per year.
- d) During the sixteenth through the twenty-second years of service – 240 hours per year.
- e) During the twenty-third year of service – 264 hours per year.
- f) During the twenty-fourth year of service and thereafter – 300 hours per year.

After the tenth year of service, length of service as of July 1<sup>st</sup> shall determine vacation entitlements.

Section 2. Whenever a member's employment is terminated by death or retirement, his unused vacation entitlement will be paid to him or to his estate, whichever is the case; provided, however, in the case of retirement the Town has the option, in lieu of payment, to grant the employee the time off.

Section 3. The Department will not prohibit one officer and one fireman from the same platoon being on vacation at the same time. The previous practice of slot-rotation shall be maintained.

Section 4. If a unit employee becomes sick or injured immediately prior to his vacation, he shall be continued on sick leave until such time as he is declared fit for duty by his attending physician. At the

employee's option, the balance of his vacation leave may be rescheduled at another time during the year.

All unit employees shall be allowed unlimited splits in choosing vacation periods, provided the splits will include two (2) or more vacation days together. One (1) day splits will not be permitted except four times a year a one-day vacation will be allowed subject to approval by the Chief upon two weeks' prior notice. Furthermore, said approval, once granted, can be revoked if a change develops prior to the immediate 48 hours preceding the scheduled day off because of a reduction in platoon complement due to absence of personnel for any reason.

#### ARTICLE XIV

#### INSURANCE

Section 1. The current Blue Cross/Blue Shield Horizon health benefits plan consisting of a choice of POS or Blue Card PPO, or substantially equal coverage, shall be maintained by the Town during the term of this Agreement. Effective January 1, 2013 all employees covered by this collective negotiations agreement shall pay contributions for health insurance coverage based upon pensionable salary in accordance with Ch. 2 P.L. 2010 and Ch. 78 P.L. 2011, the provisions of which are incorporated by reference as if set forth herein at length. Effective October 1, 2013 the following Co-payments shall be applicable to all employees covered hereunder for both the POS and PPO plans:

- a) Primary care doctor co-pay \$15 per visit
- b) Specialist doctor co-pay \$25 per visit
- c) Emergency room co-pay \$50 per visit.

Section 2. There will continue to be dental coverage under the Horizon Dental Plan, or substantially equivalent coverage for employee, spouse and dependent children. Orthodontia coverage to the same extent and under the same circumstances as provided to Police Officers of Westfield on the effective date of this

contract shall be maintained. Employees will contribute to the cost of this benefit when and to the extent that the costs exceed 10% over the cost of the previous plan year.

Section 3. The existing Horizon Vision Plan shall be maintained.

Section 4. Eligible employees will be included in the Town's Wage Continuation Program.

Section 5. Whenever an employee sustains a work-incurred injury, a leave of absence with pay and full fringe benefits will be granted for the ninety (90) day exclusion period under the Town's Salary Continuation Program. This leave of absence with pay will be continued for the remainder of one full year. However, during this additional period, longevity and holiday benefits will be suspended. Worker's Compensation benefits payable during such leave of absence will be payable to the Town. At the conclusion of one full year of leave of absence with pay resulting from a work-incurred injury, the employee will be covered under the Town's Salary Continuance program with no further extension of these benefits nor will the use of accrued sick or vacation benefit days be permitted. The Salary Continuation Program will be maintained to provide that the maximum monthly benefit available shall be established at \$5,000.00. The FMBA recognizes the legal right of the town to retire disabled employees in accordance with the provisions of the applicable New Jersey statutes.

Section 6. Surviving spouse and eligible dependents shall have the option for continued coverage from the death of active employee as follows:

- A) Upon death of an active employee with 25 or more years in PFRS and at least 15 years of service with the Town of Westfield, surviving spouse and eligible dependents receive benefits as if the member was a retiree at the time of death, meaning the surviving spouse until age 65 or remarries or obtains benefits from another source and dependents until they are age limited, and with contributions determined by use of Ch 78 grid with salary factor based on what pension rate would have been at the time of death.



B) Upon death of an active employee with less than 25 years in PFRS, surviving spouse and eligible dependents continue benefits for 36 months with contributions determined by use of Ch. 78 grid and with salary factor based on what pension rate would have been at time of death.

## ARTICLE XV

### RETIREE BENEFITS

Section 1. An employee who retires shall be entitled to continue under the Town's Health Benefits Program (family coverage applicable at the time of retirement) provided he has at least twenty-five (25) years of creditable service and said coverage shall terminate when such individual reaches age sixty-five (65) or upon death prior to age sixty-five (65). Retiree eligible for health benefit coverage are subject to the provision of Article XIV Insurance including contribution pursuant to Ch. 2 P.L. 2010 and Ch. 78 P.L. 2011 except that contribution level shall be capped at 15% of premium cost and co-pays shall be as they exist at time of retirement.

Retirees may switch plans in retirement without requirement to pay difference in cost between the plans. Spouse of retiree who is younger than retiree shall have the option to continue coverage when the retiree reaches age 65 for a period of 36 months or until spouse reaches age 65, whichever first occurs, with contributions at the rate paid by retiree prior to reaching age 65. This shall not include coverage for employees who retire on disability or deferred retirement (commonly known as vesting). In the event the retiree dies prior to age sixty-five (65) and leaves a surviving spouse, her coverage will continue until she reaches age sixty-five (65), and dependent children coverage will continue until the dependent reaches the mandatory age limit allowed under the existing medical program. In the event of death of the retiree, the contribution rate shall be the same rate as the retiree paid. Wherever age 65 is used in this Article it shall be deemed to be modified to provide – “or until a revised age is established under Federal Social Security laws.”

The benefits to retired employees as provided for in this Article are limited to the terms of this Agreement and become a subject of bargaining thereafter, except that retirees' coverage will be the same as provided for the employees covered under this Agreement.

Section 2. If the retiree is employed after retirement from the Town and becomes eligible to receive health benefits from such subsequent employer, or if said retiree's spouse is employed and substantially equivalent coverage is thereby provided to the retiree, then the Town will not be obligated to continue its coverage. Should there be an interruption in this other coverage, the retiree will be eligible to resume health benefit coverage from the Town. The Town may require proper documentation in either situation.

Section 3. Terminal Leave - The existing terminal leave benefit of one month after 20 years of creditable service in PFRS and two months after 25 years of creditable service in PFRS shall be maintained and administered in accordance with present practice.

## ARTICLE XVI

### RETENTION OF EXISTING BENEFITS

Section 1. Except as otherwise provided herein, all benefits which employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Town during the term of this Agreement.

Section 2. When a death occurs to an employee's relatives contained in the list set forth below, the employee will be granted time off with pay up to two (2) shifts to cover the period between the death of the relative and the funeral, provided the employee is scheduled to work at that time and specifically takes the time off to attend the funeral.

Spouse, child, parents, brother, sister, current father-in-law, current mother-in-law.

In addition to the above benefits, an employee will be entitled to take one (1) working day off with pay

to attend the funeral for grandparents, current grandparents-in-law, current brother-in-law or current sister-in-law.

## ARTICLE XVII

### SAVINGS CLAUSE

Section 1. Should any part or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or any decree of a court or tribunal of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof.

Section 2. The parties hereto further agree that this Agreement will be subject to, comply with, and be governed by all applicable laws, Executive Orders, rulings and regulations of any tribunal of competent jurisdiction.

## ARTICLE XVIII

### FMBA NEGOTIATING COMMITTEE - ITS RIGHTS AND DUTIES

Section 1. There shall be four (4) members of the FMBA Negotiating Committee. The four (4) members shall consist of two (2) paid firemen and two (2) paid fire officers; not management. These members shall be granted leave from duty with full pay for all meetings between the Town and the FMBA for the purpose of negotiating the terms of an Agreement, when such meetings take place at a time during which said members are scheduled to be on duty.

Section 2. There shall be two (2) members of the FMBA Grievance Committee granted leave from duty with full pay for all meetings between the Town and the FMBA for the purpose of processing grievances, when such meetings take place at a time which said members are scheduled to be on duty. The two (2) members shall consist of one (1) paid fireman and one (1) paid fire officer. The members of the Grievance

Committee are to be appointed by the President of the FMBA.

Section 3. The President or Executive Delegate of the FMBA shall be granted a reasonable amount of leave from duty with full pay for all meetings of the FMBA State Executive Board and all membership meetings of the State FMBA when such meetings take place at a time when said officer is scheduled to be on duty, providing that said delegate gives reasonable notice to the Chief of the Fire Department. Release time for the FMBA state meeting will commence at 7:30 a.m. and end upon conclusion of the meeting with allowance for travel time. The Chief shall be provided with verification of the start and end time of the meeting if requested. The release time shall only be modified in case of emergency which shall not include the need for overtime caused by the leave. The Union will insure that its members will respond as needed if overtime is requested due to the leave. This will apply if the President or Executive Delegate is on the day shift and only one (1) of these officers will be permitted off at a time.

Section 4. A member holding office in the State FMBA will be permitted time off up to five (5) days per year to attend State FMBA officers meetings.

Section 5. The Fire Chief will meet quarterly with the officers of the FMBA to resolve any problems which may arise.

## ARTICLE XIX

### LEAVES

#### Section 1. Special Leaves

Any employee may, with the approval of the Chief, be granted special leave with pay for any days on which he is able to secure another employee to work in his place provided:

- (a) Such substitution does not impose any additional cost on the Town.
- (b) The officer in charge of one of the tours in the firehouse is notified not less than one (1) day prior

to its becoming effective, except in the case of emergency request may be made by telephone.

(c) The Superior Officer in charge of the tour on which substitution is to take place is notified of the substitution as soon as practicable by the officer in charge of the firehouse on the same tour.

Section 2. Once during each six (6) month period of a calendar year, each employee who is out for one (1) day's sickness will not be required to secure a doctor's notice for a single illness of one (1) day's duration. In all other respects the existing rule requiring a doctor's note for a single day's absence for sickness will remain in effect.

Section 3. Effective July 1, 2013, the parties agree to initiate a modification of the doctor's note requirement on a trial basis whereby an employee may be out for one (1) day's sickness on two (2) occasions in a six (6) month period of a calendar year (January 1 to June 30 of July 1 to December 31) instead of one (1) occasion before a doctor's note is required. The trial period shall extend through December 31, 2014. The Chief may exercise his discretion to require a doctor's note in individual cases where a pattern of abuse occurs, in which case the Chief shall notify the affected employee and the FMBA that the next sick leave absence will require a doctor's note. The FMBA retains its right to grieve and arbitrate the decision by the Chief that a pattern of abuse has occurred to justify the requirement of a doctor's note other than as provided for herein.

The Chief and the FMBA may meet during the term of this trial period to discuss issues that may arise from the change in doctor's note requirement, and shall meet in September 2014 to determine whether or not the change in doctor's note requirement shall continue or revert to one instance per six months period during a calendar year. If the parties cannot agree on whether or not to maintain the two (2) instances per six months policy, the matter may be submitted to arbitration for a decision.

Section 4. Convention Leaves

The Town shall continue to comply with its legal obligation of providing paid leave for attendance at FMBA conventions. For the term of this contract the parties agree that the Town shall provide 4 employees with paid leave for the fall convention and 3 employees with paid leave for the spring convention. The parties further agree that the paid convention leave shall include the full shift on the last day of the convention.

ARTICLE XX

SENIORITY

Section 1. Seniority shall consist of the relative length of accumulated service of each employee. An employee's length of service shall not be reduced by the time lost due to sickness or injury leave, or authorized leave of absence.

ARTICLE XXI

BULLETIN BOARDS

Section 1. The Town shall permit the FMBA use of one bulletin board in each firehouse for the posting of notices concerning FMBA business and activities.

ARTICLE XXII

PROMOTIONAL PROCEDURE

Section 1. The office of the Fire Chief shall provide all books listed for promotional exams and approved training courses to be located at each fire station. All outdated books as determined by the Fire Chief shall be replaced by the current edition.

Section 2. Any candidate taking a promotional exam will have the opportunity to review his answer sheet.

Section 3. A promotional exam will be given every 2 years in March of the test year, and employees

will be informed at least sixty (60) days prior to a promotional exam of the texts from which the examination questions will be taken. Criteria for promotional exams including weight afforded to scoring shall be posted at each fire station at least 60 days prior to the exam.

Section 4. A promotional list will remain valid for the two (2) year period following the announcement date of the results of the examination. In the event promotional criteria include specialized schooling, employees will be given time off to fulfill such requirements within a reasonable period of time after promotion and will be reimbursed for any cost for such schooling in accordance with present practice.

Section 5. The Promotional Process for the Rank of Lieutenant (Captain effective 1/1/20) and Battalion Chief

Candidate for the rank of Lieutenant (Captain effective 1/1/20) must have completed five (5) years of service with the Town of Westfield Fire Department in the year in which the promotional exam is given.

Candidate for the rank of Battalion Chief must have one year in the rank of Lieutenant (Captain effective 1/1/20) in the paid department by the date the written test is administered to be eligible for Battalion Chief's promotional process.

"The Rule of Three" will continue to apply whereby the Chief of the Department may make an appointment from any one of the current top three positions on a list.

To retain appointment to the rank of Lieutenant (Captain effective 1/1/20) the individual will be required to attain the following:

1. Fire Inspector Certification (DCA) within one year of the appointment.
2. Level I Instructor Certification (DCA) within one year of appointment.

Failure to obtain such certification within the one (1) year period will result in automatic demotion unless there are mutually agreed upon extenuating circumstances (such as extended absence due to illness or

injury or the sequential availability of course training) that prevents the employee from obtaining the certification within that time period. If such circumstances occur the parties will establish a reasonable time period for the employee to obtain the certification.

To retain appointment to the rank of Battalion Chief, the individual will be required to maintain and obtain the following:

1. Full Inspector Certification (DCA).
2. Level I Instructor Certification (DCA).
3. ICS 400 within one year of appointment.

Failure to obtain such certification within the one (1) year period will result in automatic demotion unless there are mutually agreed upon extenuating circumstances (such as extended absence due to illness or injury or the sequential availability of course training) that prevents the employee from obtaining the certification within that time period. If such circumstances occur the parties will establish a reasonable time period for the employee to obtain the certification.

Security of all testing materials will be assured with the administration of the Department and representation of the FMBA.

Section 6. Effective January 1, 2011 the rank of Captain was changed to the rank of Battalion Chief. There shall be no change in compensation by reason of this change in classification. Effective January 1, 2020 the rank of Lieutenant shall be changed to the rank of Captain. There shall be no change in compensation by reason of this change in title.

Section 7. The Town will continue its current practice of offering directly related fire educational courses, seminars, schools and programs to all employees of the Fire Department and shall be open to all members of the Department on an equitable basis. The information concerning same shall be posted within a



reasonable time period prior to the actual date or dates. Any dispute involving the interpretation and application of this section including reimbursement of costs shall be subject to Articles VI and VII.

### ARTICLE XXIII

#### SICK LEAVE REDEMPTION

Section 1. Upon retirement, an employee will be paid one (1) day's pay calculated at an eight (8) hour rate for every three (3) days' unused sick leave subject to a maximum accumulation of ninety (90) days. Unused sick days earned under the 24 hours on and 72 hours off work schedule shall be credited as two (2) days of accumulation for purpose of sick leave redemption.

### ARTICLE XXIV

#### MUTUAL AID

Section 1. Members of the Westfield Fire Department shall not be requested to respond as first due unit in any noncontiguous community where a labor dispute is in progress.

### ARTICLE XXV

#### EMERGENCY MEDICAL RESPONSE

The Town has determined that it will assign Fire Fighters to First Responder or Emergency Medical Response duties in addition to all regular duties currently performed by employees covered under this Agreement, and the Town and the Union have negotiated an agreement on terms and conditions of such assignments as follows:

a) Fire fighters and fire officers who are certified EMTs shall perform emergency medical services as directed and shall continue to be paid under the salary guide established for those unit employees currently receiving an EMT stipend and for any firefighter or fire officer who subsequently becomes EMT certified.

b) Eligible employees shall remain on this new salary guide so long as they maintain their EMT certification.

Fire fighters and fire officers who attend classes during non-work hours to obtain their original EMT certification shall receive compensatory time on an hour for hour basis for time spent attending such classes.

ARTICLE XXVI

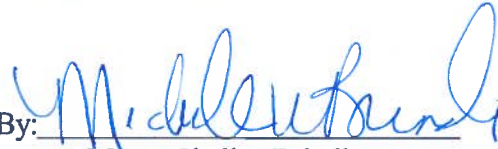
DURATION

This Agreement shall become effective as of January 1, 2018 and shall terminate on December 31, 2021.

ATTEST:

  
\_\_\_\_\_


TOWN OF WESTFIELD

By:   
\_\_\_\_\_ Mayor Shelley Brindle

ATTEST:

  
\_\_\_\_\_

FIREMEN'S MUTUAL BENEVOLENT  
ASSOCIATION, BRANCH #30

By:   
\_\_\_\_\_ President David Mazza

**SCHEDULE A**  
**SALARY SCHEDULE**  
**SALARY SCHEDULE WITHOUT EMT IN BASE**

	<u>Eff. 3/1/18</u>	<u>Eff. 1/1/19</u>	<u>Eff. 1/1/20</u>	<u>Eff. 2/1/21</u>
Battalion Chief (G2)	123,125	126,443	129,890	133,733
Battalion Chief (G1)	117,321	119,609	122,001	124,746
Captain (Grade 2)			119,407	123,014
Captain (Grade 1)			110,745	113,237
Lieutenant (Grade 2)	113,044	116,166		
Lieutenant (Grade 1)	106,497	108,573		
Firefighter (Max)	100,713	102,677	104,731	107,087

**SALARY SCHEDULE WITH EMT IN BASE**

	<u>Eff.3/1/18</u>	<u>Eff. 1/1/19</u>	<u>Eff. 1/1/20</u>	<u>Eff. 2/1/21</u>
Battalion Chief (G2)	126,353	129,735	133,247	137,166
Battalion Chief (G1)	120,550	122,901	125,359	128,180
Captain (Grade 2)			122,763	126,445
Captain (Grade 1)			114,101	116,668
Lieutenant (Grade 2)	116,271	119,456		
Lieutenant (Grade 1)	109,724	111,864		
Firefighter (Max)	103,943	105,970	108,089	110,521
Firefighter (Grade 9)	90,588	92,088	93,588	95,088
Firefighter (Grade 8)	84,576	85,576	86,576	87,576
Firefighter (Grade 7)	79,064	80,064	81,064	82,064
Firefighter (Grade 6)	73,552	74,552	75,552	76,552
Firefighter (Grade 5)	67,540	68,040	68,540	69,040
Firefighter (Grade 4)	62,028	62,528	63,028	63,528
Firefighter (Grade 3)	56,516	57,016	57,516	58,016
Firefighter (Grade 2)	51,004	51,504	52,004	52,504
Firefighter (Grade 1)	45,492	45,992	46,492	46,992
Firefighter (Probation)	41,052	41,052	41,052	41,052

## SCHEDULE B

### EQUAL OVERTIME PROPOSAL

There shall be one overtime list in the Department in order to maintain equalization for all members.

1. If there is no answer to a call, or if the individual called is not at home, his name will remain in the same place on the list.
2. If the individual is permitted to decline the overtime offer, or if he accepts, his name will be placed at the bottom of the list.
3. If an individual is required to work around the clock as a result of accepting an overtime offer, he shall be allowed time off to go home or buy food provided he arranges for another man to cover for him.
4. Fire watch shall not count as a turn on the overtime list.
5. If a man is hired for less than five hours, it will not count as a turn on the overtime list. His name shall remain in place. If he is hired for more than five hours, it shall count as a turn and his name shall go to the bottom of the list.
6. The overtime list shall be posted in both firehouses.
7. Only the employee shall have the right to accept or refuse overtime. The Platoon Commander or his designee must speak to the member himself for an acceptance of overtime or his name will be bypassed and will remain in the same place on the list.
8. If a member is willing to be available for overtime while he is on vacation, he must notify his Superior Officer in advance or he will be bypassed and his name will remain in the same place on the list.

## SCHEDULE C

### GUIDE GOVERNING FIRE INSPECTORS

#### FIRE INSPECTOR

##### Section 1

Be certified as a Fire Inspector in accordance with the Uniform Fire Safety Code, (N.J.A.C. title 5, Chapter 18);

To be a licensed Fire Protection Inspector for Industrial and commercial Structures (I.C.S.) as established by N.J.A.C. 5:23-1 et seq.;

To have the educational requirements for a Fire Protection inspector for High Hazard Structures (H.H.S.) as established by N.J.A.C. 5:23-1 et seq.;

The workweek for all the above positions will be four (4) ten (10) hour days.

When a superior officer becomes a Fire Inspector and the pay level is below his current pay level and he is required to perform fire subcode official duties, he will maintain his current level plus the stipend of \$2,500.

##### Section 2

The following process will be followed only when there are more than three (3) candidates for Fire Inspector:

1. Applicant will be given a written test on Fire Protection Systems, Section 4, of the New Jersey uniform Code. (Section 4 to be supplied to each candidate)
2. Applicant will present a public education program to a panel of Fire Inspectors from the Union County fire Prevention Association.
3. Oral interview to be conducted by the Union County fire Prevention Association. Candidates should be prepared to discuss their reasons for desiring to become an Inspector.
4. The Department will follow the grading standards to be established by the Union County fire Prevention Association. Candidates will be advised of those grading standards at the time of posting of notice of job opening.
5. Candidates with the top numerical scores will be certified to the Chief of the fire Department and he will make an appointment from this list. If more than one appointment is to be made, the next highest score or scores will be certified so that appointments are made from the three highest rated candidates.

SCHEDULE D  
MEMORANDUM OF AGREEMENT DATED 6/21/16

**MEMORANDUM OF AGREEMENT**

Agreement made this 21<sup>st</sup> day of June 2016 by and between the Town of Westfield (herein the "Town" or the "Employer") and FMBA Local 30 (herein the "Union" or the "FMBA"):

WHEREAS, the Town and the FMBA are parties to a collective negotiations agreement covering the period January 1, 2013 through December 31, 2017; and

WHEREAS, the Town and the FMBA have engaged in discussions to amend the current policy on the use of compensatory time, resulting in an agreement on the matter; and

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein set forth the parties agree as follows:

1. Except as modified herein, compensatory time requests will continue to be made in accordance with the applicable provisions of Article IX of the existing collective negotiations agreement between the Town and FMBA Local 30.

2. The current compensatory time policy which was implemented through agreement between the parties allows use of compensatory time by a firefighter when there is no other firefighter on a scheduled vacation and by a Fire Officer when there is no other officer on a scheduled vacation.

3. The FMBA has requested that compensatory time be allowed for a second firefighter if there is an Officer not scheduled for vacation provided such use of compensatory time does not create the need for overtime.


4. The parties agree that all requests for use of compensatory time by a Firefighter or Fire Officer will be made not less than 72 hours and not more than 10 calendar days in advance of the use of compensatory time. A response to the timely request will be made within 72 hours

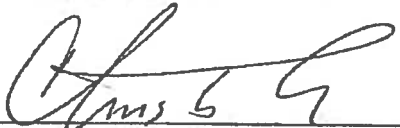
of submission. If granted, the time off will be immediately added to the vacation/compensatory time schedule. Once the request for use of compensatory time under the terms of this Agreement has been granted, scheduling of a vacation day or requested change of a previously approved vacation day for the day of the approved compensatory time usage will not be accepted.

5. This Agreement to modify the existing compensatory time policy shall be on a trial basis from the date of full execution hereof until December 31, 2017 and as such is subject to modification or elimination and revision upon mutual agreement if the needs of the Department warrant such action.

IN WITNESS WHEREOF, the parties have set their hands and seals this 21<sup>st</sup> day of June 2016.

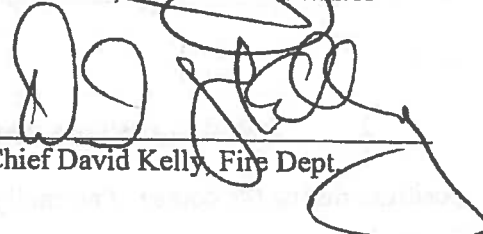
For FMBA Local 30:

  
\_\_\_\_\_  
David Mazza, President

  
\_\_\_\_\_  
Chris Love, Vice President

For the Town of Westfield:

  
\_\_\_\_\_  
Jim Gildea, Town Administrator

  
\_\_\_\_\_  
Chief David Kelly, Fire Dept.

SCHEDULE E  
MEMORANDUM OF AGREEMENT DATED 10/31/16

MEMORANDUM OF AGREEMENT

Agreement made this 31<sup>st</sup> day of October 2016 by and between the Town of Westfield (herein the "Town" or the "Employer") and FMBA Local 30 (herein the "Union" or the "FMBA"):

WHEREAS, the Town and the FMBA are parties to a collective negotiations agreement covering the period January 1, 2013 through December 31, 2017; and

WHEREAS, the Town and the FMBA have engaged in discussion with the desire to memorialize the hours of work and use of holidays for members assigned to staff duty positions; and

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein set forth the parties agree as follows:

1. Staff duty positions shall refer to assignments made by the Chief of the Department which are not line duty positions and where the duty hours are weekdays, Monday through Thursday or Tuesday through Friday consisting of four (4) ten (10) hour days.
2. Staff duty positions may occasionally be assigned to work line duty positions during the course of normally scheduled staff duty hours where the shift is short of officers or an emergency occurs. When the reassignment to the line occurs due to an emergency, the officers will be reassigned to their staff position when the Chief determines that the emergency is over.
3. Article IX, "Hours of Work and Overtime," Section 1. "Holidays," and Article, XII, "Holidays," shall continue to apply to all members.




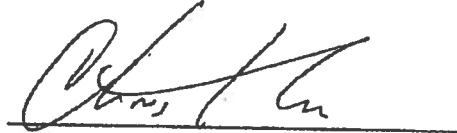
4. Members assigned to staff duty positions shall report to work on all holidays that fall on their regularly scheduled work day with the exception of New Year's Day, Independence Day, Thanksgiving Day and Christmas Day. In addition, if a holiday falls on a Friday, a member assigned to a staff duty position with a Tuesday through Friday work week may request to modify his/her work schedule to work Monday through Thursday consisting of four (4) ten (10) hour days for that work week only and the Town will make reasonable effort to accommodate that request subject to the needs of the Department.

5. Members assigned to staff duty positions are expected to respond from off duty to working fires, and other emergencies as requested by the Fire Chief when contacted. If any portion of the required response is during their regular staff duty hours for that day they will not receive any further compensation. If the required response is outside of regular staff duty hours, the member shall receive compensation at time and one half pay.

IN WITNESS WHEREOF, the parties have set their hands and seals this 31<sup>st</sup> day of October 2016.

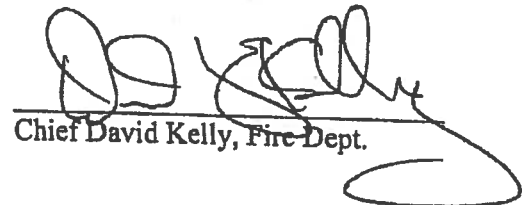
For FMBA Local 30:

  
David Mazza, President

  
Chris Love, Vice President

For the Town of Westfield:

  
Jim Gildea, Town Administrator

  
Chief David Kelly, Fire Dept.

