

APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A Professional Corporation
25 Independence Boulevard
P.O. Box 112
Liberty Corner, NJ 07938
(908) 580-1776

Effective: January 1, 2001 through December 31, 2003

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
BRANCH #30

And

THE TOWN OF WESTFIELD

Between

AGREEMENT

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This Agreement made as of the 1st day of January, 2001 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 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.

Section 2. Effective on execution of this Agreement, any permanent employee in the bargaining unit who does not join the Union within one (1) year thereafter, shall as a condition of

work stoppages, job actions or slowdowns of any kind.

Section 1. During the term of this Agreement the FMBA agrees that there shall be no strikes,

NO STRIKE

ARTICLE IV

the Town unless otherwise specifically restricted by this Agreement.

Section 2. It is further agreed and understood that all rights of management are retained by

obligations and that all management rights repose in it.

Town's business, to manage and direct the affairs of the Fire Department, to fulfill its lawful

Section 1. It is understood and agreed that the Town possesses the sole right to conduct the

MANAGEMENT PREROGATIVES

ARTICLE III

request of the FMBA under this Article.

actions, claims, loss or expenses in any manner resulting from action taken by the Employer at the

Section 3. The FMBA agrees that it will indemnify and save harmless the Town against any

provision by a successor agreement between the Union and the Town.

majority representative of the employees in the unit, provided that no modification is made in this

Fee shall continue beyond the termination date of this Agreement so long as the Union remains the

regular Union membership dues, fees and assessments. The Union's entitlement to the Representation

revise its certification of the amount of the Representation Fee at any time to reflect changes in the

membership dues, fees, and assessments as certified to the Town by the Union. The Union may

Representation Fee shall be in an amount equal to eighty-five (85%) per cent of the regular Union

employment, pay a Representative Fee to the Union by automatic payroll deduction. The

Department or his designated representative will render a decision in writing within ten (10) working representative. Those parties present at Step 1 may be present at Step 2. The Chief of the Fire Department or his designated representative and the aggrieved party and the FMBA's designated representative. A hearing on the grievance shall be held between the Chief of the Fire Department or his designated representative at Step 1, he may file a grievance in writing with the Chief of the Fire Department or his designated representative at Step 1, or if no decision has been rendered within three (3) working days after presentation of that Step 1, or if the aggrieved party is not satisfied with the disposition of his grievance at Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at resolving the matter informally.

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 procedure which must be followed:

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

GRIEVANCE PROCEDURE

ARTICLE VI

or to refrain from any such activity.

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

sole responsibility and right of the officers and members of the FMBA.

Section 1. The parties hereto agree that the conduct of the internal affairs of the FMBA is the

FMBA SECURITY

ARTICLE V

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

grievance be submitted to arbitration within fifteen (15) working days of the final decision of the Town Administrator. 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

ARBITRATION

ARTICLE VII

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

Section 2. The time limits specified in the grievance procedure shall be construed as from the record before him in writing within ten (10) working days. 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

Step 3. If the aggrieved party is not satisfied with the disposition of his grievance at days, setting forth the reasons for his decision.

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.

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.

2. Vacation – The existing benefit levels of vacation entitlement shall be adjusted to one-half of the levels set forth in the Contract.

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 or 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.

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 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) hours 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. Except in cases of emergency, compensatory time off requests that are granted cannot be changed.

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.

detergent as needed.

the employees to launder their personal bedding equipment. Additionally, the Town will supply

Section 3. The Town will continue to supply washing and drying equipment in Station 2 for

Equipment for Firefighters.

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

reimbursement for eyeglasses damaged at the scene of a fire if there is no insurance reimbursement.

recalls when there is no time for the employee to change clothes. There shall also be reasonable

members for personal clothing damaged if worn directly from home to the scene of the fire or during

Section 1. In addition to the existing clothing allowance, the Town shall reimburse all unit

CLOTHING ALLOWANCE

ARTICLE X

does not create overtime requirements.

etc.; and time off for such course participation during working hours will be permitted provided it

certification including courses required for promotion such as Fire Inspector and Level I Instructor,

for time spent during off duty hours for necessary course participation for certification and re-

Section 9. Compensatory time at straight time or the length of the course will be provided

such training.

event employees will received compensatory time at the rate of time and one half for time spent at

during each year of the contract and such training may be done during non-working hours in which

Section 8. Live burn training may be mandated for any or all members of the department

Section 1. Members of the uniformed paid Fire Department shall be paid, in addition to their annual salary, thirteen (13) holidays per year at their regular rate of compensation for 8 hours per day.

HOLIDAYS

ARTICLE XII

payments in that capacity.

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

general wage increases, shall be incorporated into the base rate for each employee covered by this

Section 3. Effective the "third pay" in 1992, the current longevity payment, as adjusted by

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

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

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

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

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

Section 2. Longevity payments will be as follows:

from the anniversary date of employment.

Section 1. The computation for longevity payments under the existing schedule will be made

LONGEVITY

ARTICLE XI

unused vacation entitlement will be paid to him or to his estate, whichever is the case, provided,

Section 2. Whenever a member's employment is terminated by death or retirement, his
1st.

the Department who have completed twenty-two (22) years of continuous service before July
(e) Up to twenty-two (22) working days' vacation shall be allowed to members of

Department who have completed fifteen (15) years of continuous service before July 1st.
(d) Up to twenty (20) working days' vacation shall be allowed to members of the

who have completed ten (10) years of continuous service before July 1st.
(c) Up to fifteen working days' vacation shall be allowed members of the Department

(5) additional vacation days and a total of ten (10) days.
(2) full calendar months of service in the previous year of service, up to a maximum of five

(5) working days' vacation will be granted, plus one additional day of vacation for each two
employed by the Town. In the second such calendar year, and in each successive year, five

each year from the second (2nd) through the tenth (10th) calendar year in which continually
(b) Up to ten (10) working days' vacation will be granted to all employees during

(2) full calendar months of service in such year up to a maximum of five (5) days.
first calendar year in which employed by the Town. One day of vacation will be allowed for each two

(a) Up to five (5) working days' vacation will be granted to employees during the
leave with pay as follows:

Section 1. All members of the uniformed Fire Department shall be granted annual vacation

VACATIONS

ARTICLE XIII

Plan, Inc. (Program 111-A) or substantially equivalent coverage for employee, spouse and dependent
Section 2. There will continue to be dental coverage under the New Jersey Dental Service
Agreement.

parent/child), or substantially equal coverage, shall be maintained by the Town during the term of this
with deductible of \$250 per annum for individual coverage and \$400 per annum for family (or
Section 1. The current medical/surgical health benefits plan consisting of UCR and Rider J

INSURANCE

ARTICLE XIV

reduction in platoon complement due to absence of personnel for any reason.
if a change develops prior to the immediate 48 hours preceding the scheduled day off because of a
by the Chief upon two weeks' prior notice. Furthermore, said approval, once granted, can be revoked
will not be permitted except four times a year a one-day vacation will be allowed subject to approval
periods, provided the splits will include two (2) or more vacation days together. One (1) day splits
time during the year. All unit employees shall be allowed unlimited splits in choosing vacation
physician. At the employee's option, the balance of his vacation leave may be rescheduled at another
shall be continued on sick leave until such time as he is declared fit for duty by his attending
Section 4. If a unit employee becomes sick or injured immediately prior to his vacation, he

maintained.

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

however, in the case of retirement the Town has the option, in lieu of payment, to grant the employee

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

Section 4. 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 Continuation 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.

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). 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. 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 substantial 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

Section 2. The parties hereto further agree that this Agreement will be subject to, comply with the remaining portion thereof.

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

SAVINGS CLAUSE

ARTICLE XVII

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.

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

time and specifically takes the time off to attend the funeral between the death of the relative and the funeral, provided the employee is scheduled to work at that below, the employee will be granted time off with pay up to two (2) shifts to cover the period

Section 2. When a death occurs to an employee's relatives contained in the list set forth this Agreement.

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

RETENTION OF EXISTING BENEFITS

ARTICLE XVI

maintained and administered in accordance with present practice. of creditable service in PFRS and two months after 25 years of creditable service in PFRS shall be

(5) days per year to attend State FMBA officers meetings.

Section 4. A member holding office in the State FMBA will be permitted time off up to five

one (1) of these officers will be permitted off at a time.

Fire Department. This will apply if the President or Executive Delegate is on the day shift and only

is scheduled to be on duty, providing that said delegate gives reasonable notice to the Chief of the

membership meetings of the State FMBA when such meetings take place at a time when said officer

amount of leave from duty with full pay for all meetings of the FMBA State Executive Board and all

Section 3. The President or Executive Delegate of the FMBA shall be granted a reasonable

The members of the Grievance Committee are to be appointed by the President of the FMBA.

be on duty. The two (2) members shall consist of one (1) paid fireman and one (1) paid fire officer.

processing grievances, when such meetings take place at a time which said members are scheduled to

leave from duty with full pay for all meetings between the Town and the FMBA for the purpose of

Section 2. There shall be two (2) members of the FMBA Grievance Committee granted

at a time during which said members are scheduled to be on duty.

the FMBA for the purpose of negotiating the terms of an Agreement, when such meetings take place

These members shall be granted leave from duty with full pay for all meetings between the Town and

(4) members shall consist of two (2) paid firemen and two (2) paid fire officers; not management.

Section 1. There shall be four (4) members of the FMBA Negotiating Committee. The four

FMBA NEGOTIATING COMMITTEE - ITS RIGHTS AND DUTIES

ARTICLE XVIII

of competent jurisdiction.

with, and be governed by all applicable laws, Executive Orders, rulings and regulations of any tribunal

absence for sickness will remain in effect.

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

tour.

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

telephone.

day prior to its becoming effective, except in the case of emergency request may be made by (b) The officer in charge of one of the tours in the firehouse is notified not less than one (1)

(a) Such substitution does not impose any additional cost on the Town.

days on which he is able to secure another employee to work in his place provided:

Any employee may, with the approval of the Chief, be granted special leave with pay for any

Section 1. Special Leaves

LEAVES

ARTICLE XIX

problems which may arise.

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

announcement date of the results of the examination. In the event promotional criteria include
Section 4. A promotional list will remain valid for the two (2) year period following the
exam.

including weight afforded to scoring shall be posted at each fire station at least 60 days prior to the
the texts from which the examination questions will be taken. Criteria for promotional exams
Section 3. Employees will be informed at least sixty (60) days prior to a promotional exam of
answer sheet.

Section 2. Any candidate taking a promotional exam will have the opportunity to review his
the Fire Chief shall be replaced by the current edition.

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

PRMOTIONAL PROCEDURE

ARTICLE XXII

the posting of notices concerning FMBA business and activities.

Section 1. The Town shall permit the FMBA use of one bulletin board in each firehouse for

BULLETIN BOARDS

ARTICLE XXI

injury leave, or authorized leave of absence.

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

SENIORITY

ARTICLE XX

attain the following:

To retain appointment to the rank of Captain, the individual will be required to

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

attain the following:

To retain appointment to the rank of Lieutenant the individual will be required to

may make an appointment from any one of the current top three positions on a list.

“The Rule of Three” will continue to apply whereby the Chief of the Department

for Captain.

Certification and Level II Instructor Certification to be eligible to take the promotional examination

promotional process. Employees hired after January 1, 2001 must have a full Fire Inspector

the paid department by the date the written test is administered to be eligible for Captain's

Candidate for the rank of Captain must have one year in the rank of Lieutenant in

take the promotional examination for Lieutenant.

fighter and must have Fire Inspector Certification and Level I Instructor Certification to be eligible to

promotion process. Employees hired after January 1, 2001 must be at the top of the pay scale for fire

in the paid department by the date the written test is administered to be eligible for Lieutenant's

Candidate for the rank of Lieutenant must have completed four (4) years of service

Section 5. The Promotional Process for the Rank of Lieutenant and Captain

with present practice.

period of time after promotion and will be reimbursed for any cost for such schooling in accordance

specialized schooling, employees will be given time off to fulfill such requirements within a reasonable

first due unit in any noncontiguous community where a labor dispute is in progress.

Section 1. Members of the Westfield Fire Department shall not be requested to respond as

MUTUAL AID

ARTICLE XXIV

credited as two (2) days of accumulation for purpose of sick leave redemption.

(90) days. Unused sick days earned under the 24 hours on and 72 hours off work schedule shall be

(8) hour rate for every three (3) days' unused sick leave subject to a maximum accumulation of ninety

Section 1. Upon retirement, an employee will be paid one (1) day's pay calculated at an eight

SICK LEAVE REDEMPTION

ARTICLE XXIII

subject to Articles VI and VII.

involving the interpretation and application of this section including reimbursement of costs shall be

same shall be posted within a reasonable time period prior to the actual date or dates. Any dispute

shall be open to all members of the Department on an equitable basis. The information concerning

educational courses, seminars, schools and programs to all employees of the Fire Department and

Section 6. The Town will continue its current practice of offering directly related fire

representation of the FMBA.

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

2. Level II Instructor Certification (DCA) within one year of appointment.

1. Full Inspector Certification (DCA) within one year of appointment

EMERGENCY MEDICAL RESPONSE

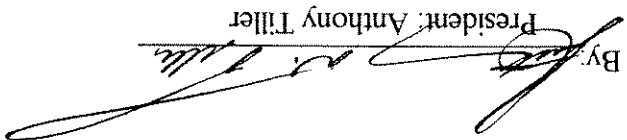
ARTICLE XXV

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:

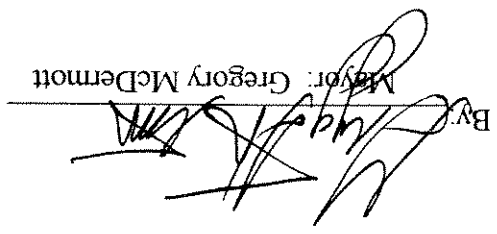
Effective January 1, 2002 fire fighters and fire officers who are certified EMTs shall perform emergency medical services as directed and shall receive an annual stipend in the amount of \$500.00. Effective January 1, 2003 the annual stipend shall be increased to \$750.00. These stipends shall not be adjusted by the general wage increases but shall be added to base pay after the general increases are applied. The Town reserves the right to remove the EMS duties in which case the stipends may also be eliminated.

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.

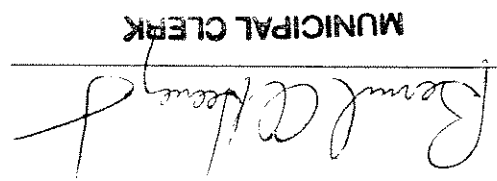
#111356

By:  President: Anthony Tiller

FIREMEN'S MUTUAL BENEFIT ASSOCIATION, BRANCH #30

By:  Mayor: Gregory McDermott

TOWN OF WESTFIELD

 MUNICIPAL CLERK

ATTEST:

December 31, 2000.

This Agreement shall become effective upon execution by both parties and shall terminate on

DURATION

ARTICLE XXVI

SCHEDULE A

SALARY SCHEDULE

Retroactive to the "first pay" of 2001, the annual salaries of the Fire Department shall be as follows:

Captain of Fire Dept.	\$73,626
Lieutenant of Fire Dept.	\$67,560
Firemen at Maximum	\$60,600
Firemen in Grade 5	\$54,175
Firemen in Grade 4	\$48,159
Firemen in Grade 3	\$42,135
Firemen in Grade 2	\$36,116
Firemen in Grade 1	\$32,071
Firemen in the probationary period of one year	\$27,000

Inspector: Effective January 1, 2002 fire inspectors who are licensed to and who perform building fire subcode inspections shall receive an annual stipend of \$2,500.00. The Town retains the right to remove fire subcode official duties from the fire inspector in which case the \$2,500.00 stipend may also be eliminated.

Effective the "first pay" of 2002, the annual salaries of the Fire Department shall be as follows:

Captain of Fire Dept.	\$76,571
Lieutenant of Fire Dept.	\$70,262
Firemen at Maximum	\$63,024
Firemen in Grade 5	\$56,342

Effective the "first pay" of 2003, the annual salaries of the Fire Department shall be as follows:

Captain of Fire Dept.	\$79,557
Lieutenant of Fire Dept.	\$73,002
Firemen at Maximum	\$65,482
Firemen in Grade 5	\$58,542
Firemen in Grade 4	\$52,038
Firemen in Grade 3	\$45,529
Firemen in Grade 2	\$39,025
Firemen in Grade 1	\$34,655
Firemen in the probationary period of one year	\$29,175

Firemen in Grade 4	\$50,085
Firemen in Grade 3	\$43,820
Firemen in Grade 2	\$37,560
Firemen in Grade 1	\$33,354
Firemen in the probationary period of one year	\$28,080

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 pay 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 three 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.