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Between

CITY OF BAYONNE, *City of*

And

BAYONNE FIRE SUPERIORS ASSOCIATION

APRUZZESE & McDERMOTT
A Professional Corporation
Independence Plaza
500 Morris Avenue
Springfield, New Jersey 07081
(201) 467-1776

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SPRINGFIELD, N.J. 07081

11/11/80 - Dec. 31, 1982

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PREAMBLE

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* This Agreement, effective this 11th day of NOVEMBER, 1980, by and between the City of Bayonne, hereinafter referred to as the "City" or "Employer", and the Bayonne Fire Superiors Association holding the rank of Captain (excluding the Drill Master and the Senior Fire Inspector), and above the rank of fire fighter, is designed to maintain and to promote an harmonious relationship between the City of Bayonne and such of its employees who are within the provisions of this Agreement, through collective negotiations, in order that a more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION AND AREAS OF NEGOTIATIONS

Section 1. Recognition. The City hereby recognizes the Bayonne Fire Superiors Association as the exclusive representative of all Fire Department employees holding the rank of Captain (excluding the Drill Master and the Senior Fire Inspector) and all uniformed Fire Department employees above the rank of fire-fighter of the City of Bayonne.

Section 2. Areas of Negotiations. This Agreement, subject to statutory provisions, shall govern all wages, hours, fringe benefits and other conditions of employment hereafter set forth. It will govern the procedures for adjustments of grievances, and all other related matters.

Section 3. Definitions. (a) Whenever the term "Employee" shall be used in this Agreement it shall mean and refer exclusively to such employees who are within the collective negotiation unit represented by the Bayonne Fire Superiors Association as aforesaid.

(b) The term "Association" shall mean and refer to the Bayonne Fire Superiors Association.

(c) The term "Employer" shall mean and refer to the City of Bayonne as well as the City of Bayonne Fire Department.

Section 4. Agency Shop. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, and any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Employer 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 Employer. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

Section 5. The City, after receipt of written authorization from each individual employee, shall deduct the dues from each pay period as presently deducted and shall transmit them monthly to the Treasurer of the Association.

Section 6. In making the deductions and transmittals as above specified, the City shall rely upon the most recent communication from the Association as to the rate of monthly dues and the proper amount of initiation/fee.

Section 7. The written authorization referred to in this Article shall be irrevocable for the period of one (1) year or until the termination date of the applicable collective bargaining agreement between the Association and the City, whichever is the shorter period.

Section 8. The Association agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the City at the request of the Association under this Article.

ARTICLE II

HOURS OF WORK AND OVERTIME

Section 1. Other than those employees assigned to administrative or specialized duties as designated by the Chief of the Fire Department, all employees shall, except in the case of emergency as shall be determined by the Chief of the Fire Department, work a schedule of two 10-hour day shifts followed by 48 hours off, and then to be followed by two 14-hour night shifts, followed by 72 hours off. This schedule shall be accomplished in periods of 8-day rotating cycles and shall, over a period of 8 weeks, average 42 hours per week per member of the Association as aforesaid.

Section 2. Overtime

(a) Whenever an employee works in excess of his regularly scheduled work week or daily work schedule as provided for in Article II, Section 1, he shall receive compensation at time and a half (1-1/2) unless the employee and the Employer agree to compensatory time off in lieu thereof. Overtime pay occurs only when an employee is held over in his normal work shift or is called in early for same. No overtime will be paid unless the employee is required to work in excess of one-half hour in which he will be paid overtime in the basis of hour for hour or portion thereof, including the first half hour. Example: From 6:00 to 6:30 no pay; from 6:00 to 6:31 one hour's overtime pay.

(b) Overtime will be equalized insofar as possible.

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(c) All employees recalled to work will be paid for a minimum of four hours at ^{TIME AND A HALF} their regular straight time pay. If held for more than four hours, the employee's pay will be as stated in Article II, Section 2, part (a).

(d) Employees to be recalled will be from the next due in shift, and will be from a list of companies. The Deputy Chief in charge of that group will follow such list or will see to it that such a list is followed.

(e) The present practice of the Captains maintaining and implementing their own overtime list shall be continued. If the Captain of the Company being recalled is unavailable, the next due Captain in the group will be called.

(f) It is agreed that in the event that a special skill is required, the Department has the right to call an officer with that requisite skill without regard to the overtime list.

ARTICLE III

VACATION

The Fire Department vacation schedule will consist of 22 vacation periods for each of the four groups. Each member assigned to these four work groups will receive 24 work days of vacation. The work days will be divided into three 8 day periods. The 8 work day vacation period will be comprised of four 10 hour days and four 14 hour nights for a total of 96 work hours per period. Each 8 work day vacation period will begin after a 14 hour shift. The vacation period will

terminate on the first scheduled 10 hour day immediately following the 8 work days off. The 12 calendar days in lieu of paid holidays allowed each member will be part of his 24 work days of vacation. The schedule of 22 vacation periods will be accomplished between January 1 and December 31 in each year. All of the work days in any of the 22 vacation periods must fall within these dates. If vacation periods are selected consecutively, the department shall not be liable for any off days lost. The Fire Department's liability shall be limited to a total of 24 work days only.

In accordance with the agreement among the City, the F.M.B.A. and the Fire Superior^R Officers Association, the following schedule shall take effect on January 1, 1979.

~~The method of selection shall be by paired companies.~~

~~Drawings will be held within groups by the pairing of companies.~~

Each firefighter and superior officer is entitled to three vacation periods. The selection of these vacations for firefighters can be either by the agreement of all participant members or by the process of drawing. When selecting, whether by draw or agreement, the firefighter may choose any one of the 22 periods not already chosen by another member. Officers and firefighters will be subject to recall with their respective group after the actual working days of the vacation period are completed, so that there would not be members from two vacation periods in a group exempt from recall. In order to maintain manpower during peak vacation periods, personal days may be

curtailed or eliminated during these periods, at the discretion of the Deputy Chief in charge of the group so affected. The Deputy Chief in each group shall supervise, regulate, control and keep records of the vacation in their respective groups. There shall be no more than one firefighter on vacation in a vacation period from each of the paired companies. The number of firefighters on vacation in any one period shall not exceed five (5).

The number of officers allowed out during any one period shall not exceed three (3). The method of selection shall be done according to seniority in rank. The senior officer in rank within the group having preference. The selection of vacations shall be group-wise with each officer entitled to three (3) vacation periods.

Members of the uniformed force assigned to special details and to staff functions and who are not assigned to any paired companies listed above shall have their vacations administered, controlled, regulated and supervised by the Office of the Chief of the Department.

All firefighters, during the calendar year of their appointment shall be entitled to one day in lieu of paid holidays for each month after the month of their appointment to the end of the calendar year. These days shall be calendar days, (i.e. a firefighter appointed in January would receive 11 calendar days.)

All firefighters shall, in their second calendar year of their appointment, receive on vacation period of 8 work days.

All firefighters shall, in their third calendar year of their appointment, receive two vacation periods of 8 days. All firefighters shall, in their fourth calendar year of their appointment receive three vacation periods of 8 days. The vacation periods for all firefighters until the fourth calendar year of their appointment shall be assigned to the firefighter at the discretion of the Deputy Chief in charge of the group.

(b) Each fire officer is entitled to three vacation periods. The selection of these vacations can be either by the agreement of all participant members or by the process of drawing. When selecting, whether by draw or agreement, the participant may choose any of the twenty-two periods not already chosen by another member. Members will be subject to recall with their respective group after the actual working days of the vacation period are completed, so that there would not be members from two vacation periods in a group exempt from recall. In order to maintain manpower during peak vacation periods, personal days may be curtailed or eliminated during these periods, at the discretion of the Deputy Chief in charge of the group so affected. The Deputy Chiefs in each group shall supervise, regulate, control and keep records of the vacations in their respective groups. ~~There shall be no more than one officer on vacation in a vacation period from each of the paired companies.~~ The number of officers on vacation in any one period shall not exceed three (3).

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(c) Members of the uniformed force assigned to special details and to staff functions and who are not assigned to any of the paired companies listed in Section 2(b) above, shall have their vacations administered, controlled, regulated and supervised by the Office of the Chief of the Department. The maximum number of officers (3) allowed out during any one vacation period may be exceeded only with the sanction, the approval, and at the discretion of the Office of the Chief of the Department.

Section 3. Allowance in Lieu of Vacation.

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

(b) No vacation leave will be granted to those on extended sick leave "...with the exception of those injured in the line of duty where each case will be decided on its own merits".

Section 4. Terminal Leave. Employees who retire shall receive thirty (30) days' terminal leave immediately prior to retirement. Added to such leave shall be all accumulated vacation time due the retiring employee.

Section 5. Personal Days. Subject to the needs of the Department and the direction of the Chief of the Fire Department, all employees will receive two (2) personal days per calendar year. These days are non-cumulative and must be taken during

each calendar year. Effective January 1, 1981, all employees will receive an additional day. Effective January 1, 1982, all employees will receive another additional day bringing the total to four (4) days during the term of this Agreement. This benefit will become effective for Lieutenants on January 1, 1983 who in the interim will continue to receive the personal days provided for in the F.M.B.A. contract.

ARTICLE IV

LEAVES OF ABSENCE

Section 1. Leaves Without Pay. Any employee may be granted, with the approval of the Director or the Chief, leave of short duration without pay provided he shall make such request to the Chief at least ninety-six (96) hours in advance of the day or dates for which such leave is desired, with an accurate statement for such request. In the event of any emergency, only reasonable notice for such request shall be required.

Section 2. Military Leave. Such leave will be granted in accordance with the Civil Service Rules Revised Edition, April 1971, Rule 4:1-17-3 or as prescribed by law.

Section 3. Special Leave. No employee shall be permitted to exchange a tour or portion thereof with another member, without the written approval of the Chief of the Fire Department. Application of such permission to voluntarily exchange tours of duty must be based on good and sufficient reason. No application shall be forwarded for permission to exchange more than one tour of duty at any one time.

Section 4. Sick Leave. Whenever an employee is absent due to sickness for more than two (2) working days, a doctor's certificate can be required. A doctor's certificate is required for frequent and habitual absence from duty and when, in the judgment of the Chief of the Department, there is reasonable cause for requiring a doctor's certificate. Any employee absent one month due to sickness shall be subject to physical examination by the doctor assigned by the Fire Chief. Said report is to be forwarded to the Director of Public Safety for review and consideration as to fitness to work. Employees are subject to physical examination by the Department doctor at any time after an absence due to sickness.

Section 5. Funeral Leave. Special leave will be granted to employees in case of death of wife, child, parent, brother, sister, current mother-in-law and current father-in-law. Employees so excused shall report for duty at their next regularly scheduled tour of duty after the date of the funeral.

ARTICLE V

WAGES

Section 1. The parties hereto have negotiated the following base salaries covering the positions and periods of time set forth herein as follows:

Effective First Pay Period	Maintenance Repairer Mech. Repairer Lieutenant	Chief's Secretary Ass't Training Officer Senior Mechanic Fire Captain
January 1980	\$19,699	\$21,607
January 1981	21,274	23,336
January 1982	22,246	24,355
July 1982	23,104	25,296

Section 2. The City will assume the cost of 100% of the employee's existing hospitalization insurance coverage for dependents.

Section 3. Increments. All employees with at least five (5) years' service shall, in addition to the salary set forth in Article V, Section 1, receive additional salary payments as follows, on the dates indicated below:

(a) All employees who have been employed for a period of at least five (5) years shall receive an additional 2% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the fifth anniversary of employment.

(b) All employees who have been employed for a period of at least ten (10) years shall receive an additional 4% of their base pay, as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the tenth anniversary of employment.

(c) All employees who have been employed for a period of at least fifteen (15) years shall receive an additional 6% of their base pay as a longevity salary increment. The payment of

said increment shall commence on the first day of the first payroll period following the fifteenth anniversary of employment.

(d) All employees who have been employed for a period of at least twenty (20) years shall receive an additional 8% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the twentieth anniversary of employment.

(e) All employees who have been employed for a period of at least twenty-five (25) years shall receive an additional 10% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the twenty-fifth anniversary of employment. Effective January 1, 1981, the period of twenty-five years service will be reduced to twenty-two (22) years. The payment of said increment shall commence on the first day of the first payroll period following the twenty-second anniversary of said member's employment.

Section 4. Clothing Allowance. Each fire officer shall in addition to their salaries, be paid the sum of three hundred fifty (350) dollars per year as an allowance for the purchase, care and replacement of uniforms. The said sum shall be paid in two installments to such members or retired members, who have been in the position mentioned above during the six month period immediately preceding the dates when payments shall come due. One-half of the clothing allowance shall come due and payable on the first day of July, and the other one-half shall

come due and payable on the twenty-second day of December, in each year. For the purposes of this section, the six month period prior to the first day of July shall be deemed to commence on the first day of January and the six month period prior to the twenty-second day of December shall be deemed to commence on the first day of July. Effective January 1, 1981, clothing allowance will be increased \$50 to \$400 per year and effective January 1, 1982, the clothing allowance will be increased by another \$50 bringing the maximum to \$450 per year.

ARTICLE VI

INSURANCE

Section 1. Accidental Death Insurance and Dismemberment.

All employees shall receive the following City-wide group insurance and benefits now subscribed for as follows:

(a) City-wide Group Straight Life insurance of \$2,000.00 except for those members 65 years or older whose coverage shall be \$1,000.00

City-wide Group Accidental Death and Dismemberment insurance of \$2,000.00, except for those members 65 years or older whose coverage shall be \$1,000.00.

(b) The City agrees to provide, at no cost to the employee, City-wide Group Blue Cross and Blue Shield coverage including Rider "J" for such employees and presently subscribed for as defined under the respective City-wide Group policies for insurance.

(c) The City also agrees to provide non-contributory City-wide group Major Medical Expense insurance as presently subscribed for to said employees with a life-time maximum benefit of \$100,000.00

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1. No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any other matter except for just cause. If any employee is disciplined and in the judgment of the Association such action was taken by the City without just cause, or if a dispute arises concerning an employee(s) wages, hours or conditions of employment, which wages, hours and conditions are controlled by this Agreement or which are provided for in any Statute, Ordinance, Rule or Regulation of the Fire Department, adjustments shall be sought by the Association as follows:

(a) The Association shall submit such grievance in writing to the Deputy Chief of the Fire Department within ten (10) days of the occurrence or event giving rise to the grievance. Within five (5) days after said Deputy Chief shall arrange to meet with the representatives of the Unit for the purpose of adjusting or resolving such grievance.

(b) If such grievance is not resolved to the satisfaction of the Association by the Deputy Chief within five (5) days after such meeting, the Association may present such grievance in writing within seven (7) days thereafter to the Chief. Within

seven (7) days after the Chief receives such grievance, the Chief shall arrange to meet with the representatives of the Association for the purpose of adjusting or resolving such grievance.

(c) If such grievance is not resolved to the satisfaction of the Association by the Chief within five (5) days after such meeting, the Association may present such grievance in writing within seven (7) days thereafter to the Director of Public Safety. Within seven (7) days after the Director receives such grievance, the Director shall arrange to meet with the representatives of the Association for the purpose of adjusting or resolving such grievance.

(d) If such grievance is not resolved to the satisfaction of the Association by the Director within five (5) days after such meeting, the Association may present such grievance in writing within seven (7) days thereafter to an arbitrator agreed upon by the parties. The cost of arbitration shall be borne equally by the City and the Association.

(e) In a dispute involving a disciplinary action, the Civil Service Commission or the arbitrator so selected shall have the power to uphold the action of the City or to rescind or modify such action, and such power shall include but shall not be limited to the right to reinstate a suspended or discharged employee with full back pay, less any income he might have earned during such suspension.

(f) The time limits specified in the preceding Sections of this Article shall not include Saturdays, Sundays or Holidays and such limits may be extended by mutual agreement of all parties. The steps provided for herein may be waived by mutual agreement of all parties.

(g) If a grievance is not submitted within the prescribed time limits as hereinbefore provided, including the provisions for time limit extensions, it shall be deemed settled. If the City fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore mentioned, including the provisions for time limit extensions, such grievance may be processed to the next step.

Section 2. The decision of the Arbitrator shall be final and binding on the City, the Association and the employee or employees involved, except in matters involving interpretation of our State Statutes or decision of our State Courts.

Nothing contained herein shall be construed to deny any individual member his right to appeal under Civil Service Rules or Regulations, except if he should elect to pursue the arbitration procedure as provided for in this Agreement. An employee must elect to pursue his remedy either through the Civil Service Commission or by arbitration as he is not entitled to pursue both remedies.

ARTICLE VIII

MANAGEMENT RIGHTS

It is understood and agreed that the City possesses the sole and exclusive right to conduct the Fire Department's operations, to manage and direct the affairs of the Fire Department, to fulfill its lawful obligations and that all management rights repose in it. Except as provided herein and by law, the Fire Department shall not be interfered with by the Bayonne Fire Superiors Association and shall have control of its operations, including but not limited to the present practices related to fire fighting, fire prevention, fire watch, rescue, ambulance service, funeral and parade detail, training and drilling and salvage and the supervisory duties of the employees with respect to overhaul work, care and maintenance of fire fighting equipment and apparatus, touch-up paint and maintenance of the quarters in a clean, safe and sanitary manner.

It is further agreed and understood that all rights of management are retained by the City and the Fire Department unless otherwise specifically restricted by this Agreement or by law. This right shall include, but shall not be limited to, the right to:

- (a) Direct the employees;
- (b) Hire, promote, transfer, assign and detail;
- (c) Suspend, demote, discharge, or take other disciplinary action for good and just cause.

ARTICLE IX

RULES AND REGULATIONS

The City may establish and enforce reasonable and just Rules and Regulations in connection with its operation of the Fire Department and maintenance of discipline.

It is understood that employees shall comply with all such Rules and Regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. 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 Instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in this contract.

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 an officer or other superior, the City shall have the right, at its option, to suspend or discharge the offending employee or employees, subject only to the right of the employee or employees to have the suspension or discharge treated as a grievance. This shall not operate as a stay of the suspension or discharge.

ARTICLE X

RESPONSIBILITIES OF PARTIES TO THIS AGREEMENT

Section 1. It is recognized that the need for continued and uninterrupted operation of the Fire Department is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be and that the Association, its officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism, picketing, demonstrations, or other similar action which would involve suspension of or interference with normal work performance of the Fire Department.

Section 2. The City shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in such a strike, slowdown, picketing demonstrations or other such interference, as described in Article X, Section 1 above.

Section 3. Upon prior notice to the office of the Deputy Chief or the Chief's office and with permission of the officer in command of the company, an officer of the Bayonne Fire Superiors Association shall have access to the premises to handle association business. If the Deputy Chief or the Chief is unavailable, permission to visit the house is hereby authorized.

Section 4. Association officers, upon request will have access to copies of the Daily Work Rosters and Overtime Records.

ARTICLE XI

ALL INCLUSIVE CONTRACT

This Agreement in its entirety contains all the benefits employees are entitled to, notwithstanding the established past practices in existence prior to this contract.

ARTICLE XII

SAVINGS CLAUSE

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

ARTICLE XIII

DURATION

This Agreement shall extend through December 31, 1982. Either party wishing to terminate, amend or modify such Agreement must so notify the other party in writing sixty (60) days prior to such expiration date. Within fifteen (15) days of the receipt of the notification by either party a conference shall be held between the City and the Unit's negotiating committee for the purpose of such amendment, modification or termination of said Agreement. In the event neither party serves such written notice of desire or intention to terminate, amend or modify the Agreement

on or before the aforementioned sixty (60) days prior to expiration of this Agreement, then the duration of this Agreement shall continue for one additional year.

The provisions of this Agreement requiring payment of any sum of money are subject to approval by the Municipal Council by ordinance. This Agreement is further subject to appropriations being available for any of the purposes hereinabove mentioned, and if not available, the City agrees to exert its bona fide and lawful efforts to obtain such appropriations. The parties agree that the payment of new benefits or additional benefits will not commence until the date of ratification by the employees. This Agreement is also subject to the provisions of any State Law, Court Decisions, Statutes, Civil Service Rules and Regulations which shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers this date, *SUBJECT TO ANY CORRECTIONS TO BE DETERMINED BY THE PARTIES SUBSEQUENTLY*

Attest:

CITY OF BAYONNE

James R. Connelly

John P. Foye

Attest:

FIRE SUPERIORS ASSOCIATION

Donald J. Wilson

By: *Michael Clifton Rice*

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