

# **AGREEMENT**

between

**BOARD OF FIRE COMMISSIONERS  
FIRE DISTRICT NO. 1  
TOWNSHIP OF LAKEWOOD**

and

**FIREFIGHTERS' MUTUAL BENEVOLENT  
ASSOCIATION  
LOCAL 80**

January 1, 2018 – December 31, 2022

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PREAMBLE

**THIS AGREEMENT**, made and entered into on this 26<sup>th</sup> day of October, 2017, by the Board of Fire Commissioners, Fire District No. 1, Township of Lakewood, County of Ocean, and State of New Jersey, a body corporate and politic of the State of New Jersey, hereinafter referred to as the **“Board”** or the **“District”** and the Firefighters’ Mutual Benevolent Association, Local 80, hereinafter referred to as the **“Association”** the **“Union”** or the **“FMBA”**, represents the complete and final understanding on all issues between the Board and the Association that are subject to such negotiations and agreements as permitted by the laws of the State of New Jersey. The **“Board”** and/or **“District”** and the **“Association”** and/or **“FMBA”** collectively shall be known as the **“Parties”**. The term **“Member”** herein shall include all dues paying personnel unless otherwise indicated.

It is the intent and purpose of the Parties hereto to promote and improve a harmonious working and economic relationship between the Board and the Association by establishing a basic understanding relative to the terms and conditions of employment consistent with the law and with the mutual objective to provide for the uninterrupted and effective fire service to the public within the Township of Lakewood. The Parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

The Parties recognize that the New Jersey Civil Service Act, NJSA Title 11A, the New Jersey Civil Service Rules and Regulations, NJAC 4A and other state and federal laws and regulations have application to the employment relations between the Parties hereto, and it is intended that such laws shall apply where relevant. The fact that such law is not specifically referenced in this Agreement shall not be taken to mean that such law does not apply where relevant.

**ARTICLE I**  
**RECOGNITION**

The Board hereby recognizes the Association as the exclusive and sole representative for the purpose of Collective Negotiations with respect to the terms and conditions of employment for all full time career firefighters, fire lieutenants and fire captains employed by the Board.

If the official class title of any classification of employee enumerated in the Agreement is changed or altered by the action of the Civil Service Commission, the incumbent in such case would still be covered by the provisions of this Agreement.

Except as provided herein, all other employees of the Board are specifically excluded from the provisions of this Agreement.

**ARTICLE II**  
**COLLECTIVE NEGOTIATIONS PROCEDURE**

- A. Collective Negotiations shall be conducted by authorized bargaining representatives from each party. The Association shall be permitted to have three (3) members excused from work with pay to attend all scheduled bargaining sessions. Should the Association desire to have more than three (3) representatives present for a bargaining session, the Association shall inform the Board of its need for the attendance of the additional member(s) and the reason(s) therefore. Approval for additional member(s) attendance shall take into account the operational needs of the Department and shall not be unreasonably denied. Any member(s) that may attend a bargaining session in excess of the three (3) members excused from work with pay, will attend such session in an unpaid status with the exception of being permitted to make an application for paid time off from work.
- B. Collective Negotiations meetings shall be held at times and places mutually convenient for both Parties, and at the request of either party.
- C. Negotiations will be conducted in good faith and in accordance with the purpose and intent of NJSA 34:13A et seq (The New Jersey Employer - Employee Relations Act) and any legal interpretation thereof.

- D. At either parties request, collective negotiations shall commence one hundred and twenty (120) days prior to the expiration of this Agreement.
- E. This Agreement shall remain in effect during any negotiations and shall continue to remain in full force and effect until such time as a new agreement is reached.

### **ARTICLE III**

#### **MANAGEMENT RIGHTS**

- A. The Association agrees that the Board has complete authority over policies and administration of the Fire District which exercises under the provisions of the law and in fulfilling its responsibilities under this Agreement, including all statutory and inherent managerial rights, prerogatives and functions. Any matter involving the management of Fire District operations, except as expressly modified or restricted by a specific provision of this Agreement, remains within exclusive province of the Employer.
- B. All the functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are not recognized by the Association as being retained. These rights include, but are not limited to, the following:
  - 1. The Fire District and the direction of the working forces, including the right to hire, promote, demote, layoff, suspend without pay, discharge for proper cause, transfer, determine the number of employees to be assigned to any job classification and to determine the job classifications as needed to operate the District is vested exclusively in the Board.
  - 2. The responsibilities of the Board include, but are not limited to, those outlined in this Agreement. In addition to any of the responsibilities specified herein, the Board shall be responsible for fulfilling all normal managerial obligations as defined by applicable law.
  - 3. To maintain efficiency and to make, alter and enforce reasonable rules and regulations to be observed by Members, provided such rules and regulations are not contrary to the terms and conditions set forth in this Agreement, the

New Jersey Statutes Annotated and the Rules and Regulations of the Civil Service Commission.

4. To evaluate jobs, classify positions, establish qualification requirements of employees and specify the Members' duties.
5. To manage and operate the fire service in all respects and without restricting the generality of the foregoing; to determine the number and location of facilities, the services to be rendered, the methods, the work procedures, the kinds and locations of instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the services to be provided and performed; to schedule work; to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary by the Board provided that such regulations are not contrary to the terms and conditions set forth in this Agreement, the New Jersey Statutes Annotated and the Rules and Regulations of the Civil Service Commission.

#### **ARTICLE IV**

#### **ASSOCIATION RIGHTS**

- A. The Association shall have the exclusive use of a bulletin board duly designated at the primary work site of the Department that is to be used for Association business only. The location of where the bulletin board is hung shall be mutually agreed upon by the Association and the Board. Postings shall only be related to work and Association activities.
- B. The Association has the right to appoint one (1) representative and one (1) alternate to assist in addressing issues that are relative to the administration of this Agreement. The Association shall furnish the Board with the names of the representative and the alternate, and; should either be replaced, the new representative or alternate shall be made known to the Board within one (1) week of the change.
- C. Upon advance request and approval of the Fire District Administrator and/or his designee, in accordance with established building use requests, the Association shall

be allowed to use the station facilities at reasonable hours for meetings after normal business hours.

- D. The Board agrees to make available to the Association at their own expense any and all public documents that would be available to the general public. Said documents may be obtained through the same process(es) that are available to the general public.
- E. The Board shall permit the Association reasonable use of the copy machines, typewriters, computers, desks, telephones and other related clerical items during such times that they are not in use for District business or during normal business hours. The Association shall pay for the reasonable cost of all material and supplies incident to such use.
- F. The Association currently has the use of a desk to assist in conducting Association business and activities. The Board agrees to allow the Association continued use of the desk, and should office space become available that is not being used by the Board, the Board shall permit the Association the use of the same. The Association shall have exclusive use of a filing cabinet with a locking mechanism to store Association records. Should the Board not have an adequate filing cabinet available for the Association's use, the Association shall be permitted to utilize its own cabinet and store the same at a single work location of the Association's choice.
- G. Nothing shall abridge the right of any duly authorized representative of the Association to present views of the Association to the general public on issues which affect the welfare of the Association provided the same is not done during business hours nor on Board owned or leased property.
- H. The Association shall be allowed to solicit membership in accordance with existing regulations and statutes. However, such action shall not be under taken during business hours.

## **ARTICLE V**

### **STRIKE/LOCKOUT**

There will be no strikes, work stoppages, picket lines, slowdowns, boycotts or concerted failure or refusal to perform assigned work by the employees of the Association and there will be no lockouts by the Board. The Association supports the Board fully in

maintaining normal operations. Any Member who participates in or promotes a strike, work stoppage, picket line slowdown, boycott or concerted failure or refusal to perform assigned work shall be subject to disciplinary action, up to and including discharge.

It is recognized by the Parties that each are responsible for and engaged in activities which are important to the health and welfare of the residents of Lakewood Township, and; any violation of this provision could give rise to irreparable damage to the public at large. Accordingly, it is understood and agreed that, in the event of any violation of this provision, either party shall be entitled to seek and obtain immediate injunctive relief. However, it is agreed that the Association shall not be responsible for any act alleged to constitute a breach of this provision if it can be shown that neither the Association nor any of its officers instigated, authorized, condoned, sanctioned or ratified such action and, further, that the Association and its officers have used every reasonable means to prevent or terminate such action.

## **ARTICLE VI**

### **GRIEVANCE PROCEDURE**

- A. The purpose of a grievance procedure is to provide a framework for the fair, prompt and orderly adjustment of grievances. The purpose of a grievance clause is to bring the Board and the Association together in an effort to resolve disputed matters in a prompt and efficient manner. In order to expedite grievances it is necessary to have a grievance procedure which involves progressively higher levels of Association and Board representatives. In addition, the parties recognize that a successful grievance procedure must have a final step which is binding upon the parties and decided by a neutral party.
- B. A grievance is defined as any dispute, controversy or issue involving the interpretation, application or violation (alleged or otherwise) of any provision of this Agreement or the application of any rules, regulations, ordinances and/or statutes which actually affect working conditions.
- C. A grievant is defined as any individual or entity which has been, is being, or may be affected by any issue, controversy, dispute or application as indicated in the definition of a grievance.



D. Where disciplinary proceedings have been instituted, the grievance procedure shall not be available during the pendency of such disciplinary proceedings for issues arising out of the subject matter of the charges. Any issues finally determined or resolved during or in the course of a disciplinary proceeding shall be considered a final disposition as to those issues for the purpose of any subsequent grievance. All other benefits under this Agreement shall be available to the subject employee during the pendency of any disciplinary proceedings.

E. A written grievance shall meet the following specifications:

1. It shall be specific.
2. It shall contain a synopsis of the facts giving rise to the dispute, controversy or issue.
3. It shall specify the section of the Agreement, Rule, Regulation or Statute which has been allegedly violated, misapplied or as to which the dispute arises.
4. It shall state the relief requested.
5. It shall contain the date of the alleged dispute, controversy or issue.
6. It shall be signed by the grievant.

F. Time Limitations

- a. Times as indicated exclude Saturday, Sunday and legal holidays.

G. Step procedures.

Step One: Within twenty (20) days after its occurrence, or within twenty (20) days after the grievant knew or should have known of its existence, the aggrieved employee's grievance shall be discussed verbally with the Fire District Administrator and, if resolved, no further action shall be taken. If not resolved on an informal discussion basis within three (3) days, the grievance shall be reduced to writing within seven (7) days, signed by the grievant and submitted to the Board Personnel Committee. The Personnel Committee shall investigate the grievance and provide a written answer to the grievant within ten (10) days of the date of submission. The time limit in preparing a written response may be waived by mutual agreement.

Step Two: In the event the grievance is not resolved at Step One, or if no written response is received by the grievant, then the grievance shall be submitted in writing, by the grievant, to the Board of Fire Commissioners. The Board shall submit their written answer, to the grievant, within fourteen (14) days. This time limit may be waived by mutual agreement.

Step Three: In the event the grievance is not resolved at Step Two, the Association may seek relief at arbitration as specified herein. In all respects the initiation of binding arbitration shall begin within forty-five (45) days after written resolution from the Board. The parties hereby agree that only the Association and/or the Commissioners may petition for an unresolved grievance to be submitted to binding arbitration. If an individual member of the Association moves to initiate arbitration proceedings no matter the circumstances, the Commissioners shall join the Association in moving to immediately dismiss the petition.

#### H. Arbitration.

1. Arbitration requests shall be directed to the Public Employment Relations Commission subject to the rules then existing of such agency.
2. The selection of the independent arbitrator shall be made pursuant to the rules then existing of the Public Employment Relations Commission.
3. As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the Parties and consider the subject matter of the dispute. The decision of the arbitrator will be served upon the parties in writing. It shall be the obligation of the arbitrator to make his/her best effort to rule on the case heard by him/her within twenty-one (21) calendar days after the hearing.
4. The decision of the arbitrator is final and binding upon both Parties and the grievance shall be considered permanently resolved. Notwithstanding the foregoing, this clause shall not be interpreted as the parties' waiver of any and/or all appellate rights that may be available to them.
5. The expense of the arbitrator shall be shared equally by both Parties. Each party shall make arrangements for and pay the witnesses who are called by it if necessary.

## **ARTICLE VII**

### **DISCIPLINE PROCEDURES**

An Association Member shall not be removed from his or her employment or position of employment for political reasons. Discipline of any Association Member shall be for cause and with procedural due process as set forth in the New Jersey Civil Service Act, NJSA Title 11A and the corresponding Civil Service administrative rules and regulations (NJAC 4A). If any Association Member is required to attend any meeting or interview, whether formally charged with a disciplinary infraction or otherwise; and the Association Member believes that the meeting or interview may lead to disciplinary action, said Member has a right to request that a representative of the Association be present. The Board shall forward a copy of the initiation of any formal disciplinary action against the Member to the Association immediately upon the member being served with the charges.

## **ARTICLE VIII**

### **HOURS OF WORK SCHEDULING AND OVERTIME**

- A. The work shift shall be twenty-four (24) hours, from 8:00 a.m. to 8:00 a.m. The regular schedule shall be twenty-four (24) hours on (worked) followed by seventy-two (72) hours off.
- B. The Board has the right to schedule overtime work in a manner most advantageous to the District and consistent with the requirements of this Agreement and applicable law.
- C. Paid leave hours shall not be included in hours worked for calculating Fair Labor Standards Act overtime pay.
- D. Consistent with the foregoing, Members shall earn overtime whenever they work in excess of two hundred twelve (212) hours in a twenty-eight (28) day work period.
- E. Overtime shall be paid at one and one half (1½) times the Member's hourly rate, which shall be calculated by dividing the base salary of the Member by one hundred sixty-eight (168) hours.

- F. Those Members who are held over from their shift by order of a superior officer shall be compensated at one and one half (1½) times the Member's hourly pay in fifteen (15) minute increments. Members shall only be held over in emergent situations.
- G. No Member shall work more than a twenty-four (24) hour shift without a ten (10) hour break, except in emergencies.
- H. Pursuant to the Standard Operating Guidelines (SOG) that will be mutually developed by the parties, Members shall be permitted to "trade time" or work shifts so long as overtime is not created and the provisions of paragraph G. above are adhered to.
- I. A Member who is acting as the officer in charge (as an acting captain or lieutenant) for an entire twenty-four (24) hour shift shall be paid an additional \$80.00 per shift for assuming such duties.
- J. Association Members' annual compensation with mandatory or agreed upon deductions shall be paid over twenty-six (26) pay periods (bi-weekly).
- K. All payments for compensation shall be by direct deposit.

## **ARTICLE IX**

### **LEAVES OF ABSENCE**

Leaves of absence without pay may be granted to any Member. Requests for a leave of absence without pay shall be submitted in writing to the Board with all facts bearing on the request. Each case will be considered on its merits, not create precedent for any future requests and shall not be unreasonably denied.

## **ARTICLE X**

### **PERSONAL LEAVE**

Effective January 1, 2018, Association Members shall be entitled to entitled to forty-eight (48) hours of personal leave time per year. Personal leave time shall not be cumulative. Personal leave shall be taken and granted pursuant to the Board's Station and Apparatus Staffing and Leave Standard Operating Guidelines that will be mutually developed by the parties. Once personal leave is granted, it shall not be subsequently revoked by the Board

unless extraordinary circumstances arise. Having to hire overtime to accommodate a Member's use of personal leave that was previously approved by the Board does not constitute an extraordinary circumstance as stated herein.

## **ARTICLE XI**

### **VACATION LEAVE**

Annual vacation leave with pay shall be earned in accordance with the following schedule:

- A. Employees hired prior to January 1, 2016:
  - 1. 1-10 years – ninety-six (96) hours
  - 2. 11-15 years – one hundred forty-four (144) hours
  - 3. 16 years and over – one hundred ninety-two (192) hours
- B. Members hired on or after October 1, 2017:
  - 1. 1-3 years – forty-eight (48) hours
  - 2. 3-5 years – seventy-two (72) hours
  - 3. 5-15 years – ninety-six (96) hours
  - 4. Over 15 years – one hundred twenty (120) hours
- C. Vacation leave shall not be cumulative, and any unused vacation leave as of December 31<sup>st</sup> of each contract year shall be forfeited without compensation. Vacation leave shall be scheduled in accordance with the Board's Station and Apparatus Staffing and Leave Standard Operating Guidelines that will be mutually developed by the parties. Once vacation leave is granted, it shall not be subsequently revoked by the Board unless extraordinary circumstances arise. Having to hire overtime to accommodate a Member's vacation leave that was previously approved by the Board does not constitute an extraordinary circumstance as stated herein. Vacation leave shall be paid at the member's straight hourly rate.
- D. Upon retirement, unused vacation leave can be returned for payment at the Member's current hourly pay rate.

## **ARTICLE XII**

### **HOLIDAY LEAVE**

For purposes of this provision, a holiday shall be treated the same as a normally scheduled work shift.

A. Association Members hired prior to January 1, 2016, shall have the following paid holidays with no time off:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. General Election Day
10. Veteran's Day
11. Thanksgiving
12. Christmas Day

Such payment shall be one hundred twenty (120) hours and shall be paid as an addition to the Member's base salary and included in the bi-weekly payroll. Holiday leave shall be paid at the member's straight hourly rate. Ten (10) hours per holiday.

B. Employees hired after November 19, 2017 shall have the following paid holidays with no time off:

1. New Year's Day
2. Martin Luther King's Birthday

3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. General Election Day
10. Veteran's Day
11. Thanksgiving Day
12. Christmas Day

Such payment shall be sixty (60) hours and shall be paid as an addition to the Member's base salary and included in the bi-weekly payroll. Holiday leave shall be paid at the member's straight hourly rate. Five (5) hours per holiday.

### **ARTICLE XIII**

#### **SICK LEAVE**

All Members shall annually earn one hundred twenty (120) hours of paid sick leave per year. Scheduled Sick leave shall be taken in accordance with the Board's Station and Apparatus Staffing and Leave Standard Operating Guidelines that will be mutually developed by the parties. For medical procedures and doctor's appointments that can be scheduled, Member's are encouraged to provide the Board with as much notice as possible of the same. Once scheduled medical leave is granted, it shall not be subsequently revoked by the Board unless extraordinary circumstances arise. Having to hire overtime to accommodate a Member's scheduled medical appointment or procedure that was previously approved by the Board does not constitute an extraordinary circumstance as stated herein. Upon retirement, Members hired on or before January 1, 2016, but subsequent to January 1, 2010, shall be paid fifty percent (50%) of accumulated unused sick leave not to exceed \$7,500.00. Members hired prior to January 1, 2010, shall have the opportunity to receive compensation in the amount of one hundred percent (100%) of unused sick leave for the current year. Members hired

subsequent to January 1, 2010, but prior to October 1, 2017, shall have the opportunity to receive compensation in the amount of seventy-five percent (75%) of unused sick leave for the current year. Members hired subsequent to October 1, 2017, shall have the opportunity to receive compensation in the amount of fifty percent (50%) of unused sick leave for the current year. Upon termination or voluntary separation from employment not due to retirement, no accumulated sick leave shall be paid.

**ARTICLE XIV**

**BEREAVEMENT LEAVE**

Bereavement leave shall be granted with pay upon the death of a family member. Such leave shall be from the day of death up to and including the day after the burial, but not to exceed forty-eight (48) hours. In the event the Member has to travel out of this state to attend the funeral, he/she may be granted leave up to seventy-two (72) hours with the approval of the Fire District Administrator.

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

**ARTICLE XV**

**MILITARY LEAVE**

Military leave shall be granted in accordance with Civil Service rules and regulations or as prescribed by law.

**ARTICLE XVI**

**SENIORITY**

Seniority shall be defined as the Association Member's length of continuous service with the Board from the date of hire as defined by Civil Service. The Board will use seniority as the determining factor in decisions related to selection of benefits and leave as hereinafter set forth.



## ARTICLE XVII

### JOB DUTIES

Each Association Member will receive a copy of his/her job description, and a copy of each job description will also be forwarded to the Association.

## ARTICLE XVIII

### SALARIES

Association Members shall be paid pursuant to the following salary schedule during the term of this Contract:

#### Association Members Hired Prior to December 31, 2017

<u>Step</u>	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>
Academy	\$40,234	\$40,234	\$40,234	\$40,838	\$41,451
Probationary (Step 1)	\$50,291	\$50,291	\$50,291	\$51,045	\$51,811
Step 2	\$57,406	\$57,406	\$57,406	\$58,267	\$59,141
Step 3	\$70,209	\$70,209	\$70,209	\$71,262	\$72,331
Step 4	\$75,923	\$75,923	\$75,923	\$77,062	\$78,218
Step 5	\$81,209	\$81,209	\$81,209	\$82,427	\$83,663
Step 6	\$88,939	\$88,939	\$88,939	\$90,273	\$91,627
Step 7	\$99,205	\$99,205	\$99,205	\$100,693	\$102,203
Step 8	\$104,784	\$104,784	\$104,784	\$106,356	\$107,951
Step 9	\$106,063	\$106,063	\$106,063	\$107,654	\$109,269
Step 10	\$107,347	\$107,347	\$107,347	\$108,957	\$110,591
Step 11	\$109,940	\$111,589	\$113,263	\$114,962	\$116,686

Association Members Hired on or After January 1, 2018

<u>Step</u>	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>
Academy	\$37,326	\$37,326	\$37,326	\$37,886	\$38,454
Probationary	\$42,086	\$42,086	\$42,086	\$42,717	\$43,357
Step 2	\$46,847	\$46,847	\$46,847	\$47,550	\$48,263
Step 3	\$51,607	\$51,607	\$51,607	\$52,381	\$53,167
Step 4	\$56,367	\$56,367	\$56,367	\$57,213	\$58,071
Step 5	\$61,128	\$61,128	\$61,128	\$62,045	\$62,976
Step 6	\$65,888	\$65,888	\$65,888	\$66,876	\$67,879
Step 7	\$70,648	\$70,648	\$70,648	\$71,708	\$72,784
Step 8	\$75,408	\$75,408	\$75,408	\$76,539	\$77,687
Step 9	\$80,169	\$80,169	\$80,169	\$81,372	\$82,593
Step 10	\$84,929	\$84,929	\$84,929	\$86,203	\$87,496
Step 11	\$89,689	\$89,689	\$89,689	\$91,034	\$92,400
Step 12	\$94,450	\$94,450	\$94,450	\$95,867	\$97,305
Step 13	\$99,210	\$99,210	\$99,210	\$100,698	\$102,208

Members shall be placed on the steps set forth in Schedule B attached hereto upon the signing of this Agreement by both Parties. The incremental step increases for the term of this contract shall thereafter be designated as January 1<sup>st</sup> of each contract year rather than the member's full-time hire date, as was the case heretofore. It is the intent of the Parties to make January 1<sup>st</sup> the designated date for salary step increases during the term of this contract and future contracts. Members shall not receive any additional income on the anniversary of their full-time hire date. Any member reaching Step 11 during the term of the within contract will receive a one and one-half percent (1.5%) pensionable increase on January 1<sup>st</sup> of each year thereafter above the previous year's salary. For contract years 2021 and 2022, all members shall receive an additional one and one-half percent (1.5%) pensionable salary increase above

their step entitlement on the salary guide as reflected above. In the event a successor agreement is not reached prior to the expiration date of the within Agreement, each member shall continue to advance on the salary guide every January 1<sup>st</sup> of each year thereafter in addition to receiving an annual increase of one and one half percent (1.5%) every January 1<sup>st</sup> during the period of negotiations.

The Parties have agreed upon a compromised compensation increase for fiscal years 2016 and 2017 in an amount that equates to one and one half percent (1.5%) of the member's November 19<sup>th</sup>, 2017 salary per year as reflected in schedule A that is attached hereto. Said payment shall be calculated immediately following the date both Parties sign this Agreement, and shall be paid to the Members no later than thirty (30) days thereafter. The compromised agreement reflects retroactive pay and over payment of over time compensation.

In addition to earning their salary as reflected on the above referenced salary guide, any firefighter promoted to the position of Lieutenant shall receive a \$12,500.00 pensionable increase in salary for each year of this contract. Said salary increase shall be added to the Member's base pay and shall continue after this contract expires and during the period of negotiation for a successor agreement between the parties.

In addition to earning their salary as reflected on the above referenced salary guide, any firefighter or officer promoted to the position of Captain shall receive a \$25,000.00 pensionable increase in salary for each year of this contract. Said salary increase shall be added to the Member's base pay and shall continue after this contract expires and during the period of negotiation for a successor agreement between the parties.

## **ARTICLE XIX**

### **INJURY WHILE ON DUTY**

- A. Purpose: The Parties desire to provide some measure of security for employees injured while on duty, while foreclosing unlimited liability on the part of the Board to pay salary benefits. In line with this objective, the Parties have negotiated this clause, which fairly balances both concerns.
- B. Provision: The Parties agree to be conclusively bound by the determination of the Board's workers' compensation insurance carrier or the Workers' Compensation

Court (in a contested matter) with respect to whether an injury occurred while “in the course of employment” pursuant to N.J.S.A. 34:15-1 et seq. or “in the line of duty”; and for the purpose of this section, those terms shall be identical.

- C. Board’s Duty to Supplement Pay: While any Member is prevented from performing the duties of his/her work by reason of an injury that occurred while the Member was on duty and is receiving temporary workers’ compensation benefits, such employee shall also receive supplemental payments by the Fire District equal to the difference between such benefits and the Member’s regular rate of pay. Once supplemental payments have been initiated it is the District’s duty to sustain a Member at his/her regular rate of pay until terminated as hereinafter set forth.
- D. Termination of the Board’s Duty to Supplement Pay: The Board’s duty to supplement a Member’s workers’ compensation benefits or sustain a Member at regular pay shall terminate as a result of any of the following events:
1. Upon the Member’s return to work.
  2. If a Member’s temporary workers’ compensation benefits are terminated and the Member maintains he/she is unable to return to work; the Board’s duty to supplement the members pay shall continue and may only be terminated after the Board’s physician or his/her designee (who shall also be a licensed physician) conducts a hearing to determine the Member’s fitness to return to work at which time the hearing officer shall hear all of the evidence presented with the understanding between the Parties that greater weight will be given to medical evidence presented no matter who presents it. If the hearing officer determines the Member is fit to return to work, the Board’s duty to supplement pay as aforesaid shall cease and the Member shall return to active duty. Notice of such determination shall be formally served by certified return receipt mail upon the Member (and his/her representative) whereupon the District’s duty to supplement pay shall terminate within five (5) days except as prohibited in the following paragraph.
  3. The determination of the hearing officer shall be conclusive and both Parties agree that no right of appeal shall exist from such determination as it relates solely to the District’s duty and responsibility to supplement the

Member's pay. The Parties further agree that the hearing officer's decision shall not be utilized in any other proceeding other than that mentioned herein.

4. If the Member files an application for accidental or ordinary disability retirement with the New Jersey Department of the Treasury, Division of Pensions and Benefits by reason of the Member's inability to return to active duty, the Board shall continue to supplement pay or sustain a Member at his/her regular pay until such application is determined or seven (7) months following such application, whichever event occurs first.

## **ARTICLE XX**

### **HEALTH BENEFITS**

For all Association Members hired prior to December 31, 2017, the Board will provide family, parent/child, member/spouse or single, as the case may be, health insurance coverage provided under the New Jersey State Health Benefits Program, NJ Direct 10, or an equivalent plan within the New Jersey Health Benefits Program. In addition, a prescription drug program administered by the New Jersey State Health Benefits Program shall also be provided. Members will be responsible for any co-payments and non-prescription medical expenses. The cost of the health insurance as set forth above shall be paid by the Board. Each Association Member shall contribute by payroll deductions toward the cost of health insurance benefits in accordance with Chapter 78 of Public Law 2011, regardless of whether the aforementioned law is considered not renewed and/or otherwise expired. The Members shall continue to receive dental coverage as currently offered by the Board at no expense. Any Member choosing not to receive health insurance coverage and who meets the requirements for eligibility for waiving said coverage under Chapter 78 hereinabove referenced, shall be paid twenty-five percent (25%) of the cost of health insurance savings by the Board resulting from the Member's choice to waive said coverage or \$5,000.00 annually, whichever is less.

The Board shall provide to personnel hired prior to December 1, 2017, and their spouses, and/or children, dental benefits under the New Jersey State Health Benefits Plan. In the alternative, a Member may elect to receive an annual lump sum dental stipend as follows:

	Single	Member/Spouse	Member/Children	Member/Family
2018	\$500	\$700	\$850	\$850
2019	\$500	\$700	\$850	\$850
2020	\$550	\$750	\$900	\$900

The Board shall provide to personnel hired prior to December 31, 2017 vision insurance at no cost to the members to the same extent as what is being offered as of the date of ratification/signing of the within Agreement.

Division of Pensions and Benefits Service Retirement

The Board shall provide to personnel hired prior to December 31, 2017, and their spouses, hospitalization, sickness insurance, prescription coverage and major medical benefits under the New Jersey State Health Benefits Plan, for any full time Members who retire with a minimum of twenty-five (25) years of service. The health plan to be provided to the retiring member and his or her spouse shall substantially provide the equivalent level and quality of coverage that he or she had in place on the last day of service with the Township. In the event the retiree should predecease his or her spouse, the surviving spouse shall continue coverage provided that the Board covered the surviving spouse at the time of the retiree's death. Surviving spouses that remarry following the death of the member shall not be entitled to the continuation of retiree medical benefits. Retirees who are eligible for Medicare or become eligible for Medicare in retirement must enroll in both Part A (hospital insurance) and Part B (medical insurance) of Medicare. Medicare will be the primary payer of claims and the Board coverage will become secondary after the retiree and his or her spouse turns sixty-five (65) years of age and is enrolled in Medicare. The Member contribution to the health benefits at or after retirement will be based on the amount required by New Jersey statutes or New Jersey State Health Benefits regulations. Any Member with twenty (20) years of service on or before June 28, 2011, will receive health benefits and prescription coverage at no cost to the Member.

The Board shall provide to personnel hired prior to December 31, 2017, and their spouses, dental benefits under the New Jersey State Health Benefits Plan, for any full time Members who retire with a minimum of twenty-five (25) years of service. In the event the retiree should predecease his or her spouse, the surviving spouse shall continue coverage

provided that the Board covered the surviving spouse at the time of the retiree's death. Surviving spouses that remarry will not be entitled to the dental benefits.

#### Retirement Due to Line of Duty Injury

The Board shall provide to personnel hired prior to December 31, 2017, and their spouses and/or children, hospitalization, sickness insurance, prescription coverage and major medical benefits under the New Jersey State Health Benefits Plan, for any full time Members who retire due to a line of duty injury or a line of duty death. In the event the retiree should predecease his or her spouse, the surviving spouse and/or children shall continue coverage provided that the Board covered the surviving spouse and/or children at the time of the retiree's death. Surviving spouses that remarry following the death of the Member will not be entitled to the continued medical benefits. Retirees who are eligible for Medicare must enroll in both Part A (hospital insurance) and Part B (medical insurance) of Medicare. Medicare will be the primary payer of claims and the Board coverage will become secondary after the retiree and his or her spouse turns sixty-five (65) years of age and is enrolled in Medicare. The Member's contribution to health benefits at and after retirement will be based on the amount required by New Jersey statutes or New Jersey State Health Benefits regulations. Any Member with twenty (20) years of service on or before June 28, 2011, will receive health benefits and prescription coverage at no cost to the Member. Children's benefits will stop based on the age of the child that is stated in the current New Jersey statutes or New Jersey State Health Benefits regulations.

The Board shall provide to all Association Members hired on or after December 31, 2017, single health insurance coverage provided under the New Jersey Health Benefits Program, NJ Direct 10, or an equivalent within the New Jersey Health Benefits Program. In addition, a prescription drug program administered by the New Jersey Health Benefits Program shall be provided. Members will be responsible for any co-payments and non-prescription medical expenses. The cost of the health insurance as set forth above shall be paid by the Board. Each Association Member shall contribute by payroll deductions toward the cost of health insurance benefits in accordance with Chapter 78 of Public Law 2011, regardless of whether the aforementioned law is considered not renewed and/or otherwise expired. The Members shall continue to receive dental coverage as currently offered by the Board at no expense. Any Member choosing not to receive health insurance coverage and

who meets the requirements for eligibility for waiving said coverage under Chapter 78 hereinabove referenced, shall be paid twenty-five percent (25%) of the cost of health insurance savings by the Board resulting from the Member's choice to waive said coverage or \$5,000.00 annually, whichever is less.

Personnel hired on or after December 31, 2017, can obtain Member/spouse, Member/children or Member/family coverage by paying the difference between said coverage and the cost of single coverage provided by the Board. Said cost shall be deducted from the Member's bi-weekly compensation in equal amounts. With the exception of retiree health benefits, after five (5) years of full-time active service all personnel will be entitled to the same medical, hospitalization, dental and vision coverage during their employment as firefighters hired prior to December 31, 2017. Personnel hired after the ratification/signing of this Agreement will no longer be eligible for, nor receive, hospital, medical and dental benefits upon retirement.

## **ARTICLE XXI**

### **PERSONNEL FILE**

A. Derogatory Material

No derogatory material concerning a Member's conduct, service or character shall be placed in his/her personnel file unless the Member has been given an opportunity to review the material. The Member shall acknowledge that he/she has been given the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature does not necessarily indicate agreement with the contents thereof. The Member shall also have the right within five (5) calendar days of such opportunity to submit a written response to such material for attachment to the file copies as part of the permanent records or he/she shall waive such right.

B. Personnel File

Each Member shall have the right, upon request to the Fire District Administrator and/or his/her designee and at a scheduled appointment time to review contents of his/her personnel file. Each Member shall be entitled to have a representative of the



Association accompany him/her during such review. The Member may receive a copy of any material at the time of review.

## **ARTICLE XXII**

### **RETENTION OF BENEFITS**

- A. The fringe benefits, which are substantially uniform in their application to the Members of the Association, and which are currently provided to those Members, including, but not limited to, the Health Benefits Program, the Life Insurance Program, the Prescription Drug Program and their like, shall remain in effect without diminution during the term of this Agreement unless modified by subsequent agreement to the parties.

Other substantial benefits, not within the meaning of paragraph A. above, currently enjoyed by a Member or a group of Members which are not in contradiction to the Board's current regulation or policy and which are not in contradiction with other provisions of this Agreement shall remain in effect during the term of this Agreement and the continuation of the Member in his or her present assignment, provided that the continuance of such substantial benefit is not unreasonable under all of the circumstances and provided that if the Board changes or intends to make changes which have the effect of substantial modification or elimination of such substantial benefits.

It is further agreed that the Board will notify the Union of any intended change or modification to any other substantial benefit and, if requested by the Association within ten (10) days of such notice or within ten (10) days of the date on which the change would reasonably have become known to the Members affected; the Board shall within twenty (20) days of such request enter negotiations with the Association on the matter involved providing the matter is within the scope of issues which are mandatorily negotiable under the New Jersey Employer-Employee Relations Act as amended. Furthermore, if a dispute arises as to the negotiability of such matters, the procedures of the Public Employment Relations Commission shall be utilized to resolve such dispute.

It is further agreed that the Board shall refrain from implementation of changes in the circumstances where the obligation to negotiate has been mutually agreed until such time as there has been a reasonable opportunity for the position of the parties to be fully negotiated in good faith.

It is further understood that the absence of mutual agreement as to the obligation to negotiate is not construed to be a waiver of any rights of the parties under the provisions of the New Jersey Employer-Employee Relations Act as amended.

- B. For a past practice to be binding upon the Parties, it must be a practice which is clearly stated and acted upon; and it must be a practice which is readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both Parties.

### **ARTICLE XXIII**

#### **OUTSIDE EMPLOYMENT AND ACTIVITIES**

- A. Members shall be entitled to engage in any lawful activity and obtain any lawful work while off-duty subject to limitation of this Agreement and statute.
- B. It is understood that the Members of the Association will consider their position with the Board as their primary employment. Any regular outside employment or activity must not interfere with a Member's efficiency in his/her position within the Board and must not constitute any conflict of interest.
- C. If the Board suspects abuse of outside employment (i.e., while on sick leave), then the Board retains the right to verify outside employment and implement appropriate disciplinary action.

### **ARTICLE XXIV**

#### **DUES DEDUCTIONS AND AGENCY SHOP**

- A. Upon receiving the written voluntary authorization and assignment of a Member covered by this Agreement (in the form agreed upon between the Board and the Association and consistent with applicable law), the Board agrees to deduct membership dues (and initiation fees where applicable) in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the Association during the full term of this Agreement and any extension or renewal thereof. The Board shall promptly

remit monthly any and all amounts so deducted with a list of such deductions to the Treasurer of the Association.

- B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Board written notice thirty (30) days prior to the effective date of such change.
- C. The Association will provide the necessary "check-off authorization" form to its new Members and the Association will secure signatures of its Members on the forms and deliver the signed forms to the Board. The authorization of all current Association Members already in the possession of the Board shall remain effective during the terms of this Agreement. The Association shall indemnify, defend and hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by Board in reliance upon the salary deduction authorization forms submitted by the Association to the Board.
- D. The Board will notify the Secretary of the Association of the hiring of all Members, their addresses, birth dates, classifications, rates of pay and social security numbers, and of all removals of Members from the Board's payroll.
- E. Any Member in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new Member who does not join within thirty (30) days of the initial employment within the unit, and any Member previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall pay a representation fee to the Association by automatic payroll deduction. The representation fee shall be in an amount up to eighty-five percent (85%) of the regular Association membership dues, fees and assessments as certified to the Board by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the Association membership dues, fees and assessments. The Association's entitlement to representation fees shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement by the Association and the Board.

- F. The Association hereby certifies that it has established a demand and return system which provides pro rata returns and which otherwise meets requirements of N.J.S.A. 34:13a-5.5 et seq.
- G. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of, action taken or not taken by the Board in conformance with this provision. The Association shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation, the Board shall have no obligation to defend this provision but shall cooperate with the Association in defending this provision.

## **ARTICLE XXV**

### **UNIFORMS**

The Board shall pay an annual uniform procurement and maintenance allowance of one thousand three hundred dollars (\$1,300.00) to all permanent firefighters and officers. Said uniform allowance shall be paid during the month of January of each year and shall continue after the expiration of this agreement and while the parties are negotiating for a successor agreement. The Board shall bid and specify all regulation quality uniforms and accessories as specified by the Fire District Administrator after consult with Association leadership as to safety and health issues. The Board will supply all newly hired personnel an initial issue of clothing at the Board's expense. Newly hired personnel shall receive their initial uniform allowance in the first January after one year of employment.

If at any time the Board makes any uniform change, the expense attendant for personnel to change uniforms shall be borne by the Board.

Specified uniforms and accessories will be kept neat and clean at all times and shall be worn at all times while on duty.

## SCHEDULE A

<u>Name</u>	<u>11/19/17 to 12/31/2017</u>	<u>New Salary Guide 1/1/2018</u>
Brink, Kevin W.	76,743	Step 5
Cook, Robert D.	76,743	Step 5
Ecks, James	102,455	Step 9
Errichiello, Michael A.	68,115	Step 4
Johnson, Joseph J.	76,743	Step 5
Leon, Robert	106,463	Step 10
Reyes, Jeremy	94,016	Step 7
Schick, Thomas	76,743	Step 5
Seiffert, Steven W.	76,743	Step 5
Sonner, John P.	76,743	Step 5
Stark, Todd	102,455	Step 9
Yahr, Jonathan	102,455	Step 9

**ARTICLE XXVI**

**FULLY BARGAINED PROVISIONS**

- A. The Parties agree that they have fully bargained and agreed upon all terms and conditions of employment.
- B. This Agreement shall not be modified in whole or in part by the Parties, except by an instrument in writing only, and executed by both Parties.

**ARTICLE XXVII**

**SAVINGS CLAUSE**

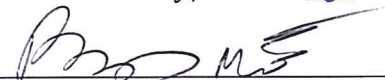
Should any part of this Agreement or any provision contained herein be declared invalid by operation of law, or by tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

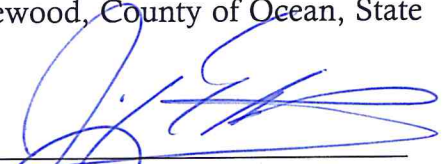
**ARTICLE XXVIII**

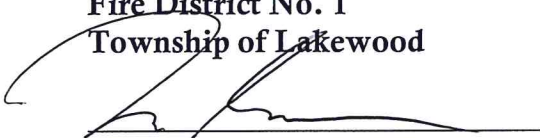
**SEVERABILITY**

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal of said Board of Fire Commissioners of Fire District No. 1, Township of Lakewood, County of Ocean, State of New Jersey, on this 26<sup>th</sup> day of October, 2017.

  
\_\_\_\_\_  
**DAVID MIZRAHI, CHAIRMAN**  
Board of Fire Commissioners  
Fire District No. 1  
Township of Lakewood

  
\_\_\_\_\_  
**JAMES ECKS, PRESIDENT**  
Firefighters' Mutual Benevolent Association  
Local #80

  
\_\_\_\_\_  
**MEIR CHOEN, CLERK**  
Board of Fire Commissioners  
Fire District No. 1  
Township of Lakewood

  
\_\_\_\_\_  
**Todd M. Stark, TRUSTEE**  
Firefighters' Mutual Benevolent Association  
Local #80

## **Side Letter of Agreement**

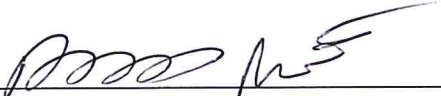
The Board of Commissioners for Fire District No. 1, Township of Lakewood (hereinafter referred to as the Board) and the Firefighters' Mutual Benevolent Association (hereinafter referred to as the Association) (collectively referred to as the Parties) hereby recognize and agree that the previous collective negotiations agreement expired on December 31, 2015 and the successor collective negotiations agreement that has since been executed shall begin on the date of January 1, 2018. Based upon this acknowledgement and recognition, both the Board and the Association agree that Association Members have been working and will continue to work without a valid collective negotiations agreement in place, and thus, it is necessary to execute this side letter of agreement to serve as a "transitional agreement" between the parties until the new agreement goes into effect.

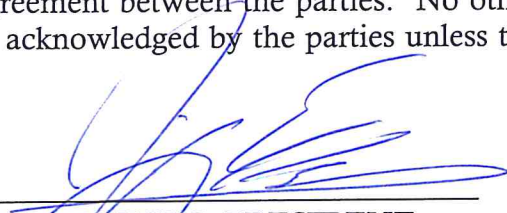
## **Terms of this Agreement**


1. In recognition of the Association's Members continued employment without a contract, on November 19, 2017, current Association Members will be compensated in accordance with the pay scale reflected in Schedule A. attached hereto. Payment at this rate shall continue from November 19, 2017 until December 31, 2017. On January 1, 2018, the salary guide reflected in the successor collective negotiations agreement shall go into effect and shall be the salary guide from which association Members are paid until the agreement expires on December 31, 2022 or during the period of negotiations for a successor agreement and until a new agreement is reached.
2. The Association Members will transition to a new thirteen (13) step salary guide on January 1, 2018, from the seven (7) step salary guide that was reflected in the collective negotiations agreement that expired on December 31, 2015. Based on the difference in the number of steps between the two salary guides it is necessary to transition the Members from one guide to the other. Thus, the step that the members will be placed on in the salary guide reflected in the January 1, 2018 to December 31, 2022 collective negotiations agreement is reflected on Schedule A attached hereto.
3. Other than the strict payment of salary on the new salary guide, all other Articles of the January 1, 2018 to December 31, 2022 collective negotiations agreement shall be adhered to by the parties beginning on November 19, 2017.
4. The Parties have agreed upon a compromised compensation increase for the years that the Members have worked without a contract (2016 and 2017) in an amount that equates to one and one-half percent (1.5%) per year of the member's November 19, 2017 to December 31, 2017 annual salary as reflected in schedule A that is attached hereto. Said payment shall be calculated immediately following the date both Parties sign this Agreement, and shall be paid to the Members no later than thirty (30) days thereafter.

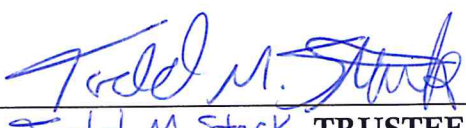
5. John Yahr currently serves as the Captain of the Fire Department. Based upon the foregoing, he shall begin to receive the \$25,000.00 annual pensionable increase in salary on November 19, 2017. The payment of this increase in salary shall be pro-rated for the period of November 19, 2017 until December 31, 2017.
6. Any Member who is acting as the officer in charge (as an acting captain or lieutenant) for an entire twenty-four (24) hour shift under this transitional agreement shall be paid an additional \$80.00 per shift for assuming such duties
7. The parties hereby agree that any unused sick time that was accumulated prior to the January 1, 2018 to December 31, 2022 collective negotiations agreement going into effect shall be carried forward and may be used by the members under the new agreement.
8. The parties hereby agree that any unused vacation, holiday or personal time that was accumulated prior to the January 1, 2018 to December 31, 2022 collective negotiations agreement going into effect must be used before January 1, 2018 or the same shall be forfeited. Members shall be permitted to utilize their vacation, holiday and/or personal time with the limitation that no more than two Members per shift shall be granted this time off from work.

This encompasses the entire side letter of agreement between the parties. No other modifications to this agreement will be accepted or acknowledged by the parties unless the changes are in writing.

  
\_\_\_\_\_  
**DAVID MIZRAHI, CHAIRMAN**  
Board of Fire Commissioners  
Fire District No. 1  
Township of Lakewood

  
\_\_\_\_\_  
**JAMES ECKS, PRESIDENT**  
Firefighters' Mutual Benevolent Association  
Local #80

  
\_\_\_\_\_  
**MEIR CHOEN, CLERK**  
Board of Fire Commissioners  
Fire District No. 1  
Township of Lakewood

  
\_\_\_\_\_  
**Todd M. Stark, TRUSTEE**  
Firefighters' Mutual Benevolent Association  
Local #80



## SCHEDULE A

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