

## **PREAMBLE**

This Agreement, effective as of the 1<sup>st</sup> day of January of the term of this Agreement, by and between the Township of Springfield, New Jersey, hereinafter referred to as the “Township and Local No. 57 Fireman’s Mutual Benevolent Association, Firefighter, hereinafter referred to as the “F.M.B.A.”, is designed to maintain and promote a harmonious relationship between the Township of Springfield and such of its employees who are within the provisions of this Agreement, through collective negotiations in order that more efficient and progressive public service may be rendered.

## ARTICLE I

### **RECOGNITION AND SCOPE OF AGREEMENT**

#### Section 1

The Township hereby recognizes F.M.B.A. Local 57 as the sole and exclusive representative of all firefighters in the bargaining unit as defined in Article 1, Section 2, herein for the purpose of collective bargaining and all activities and processes relative thereto.

#### Section 2

The bargaining unit shall consist of all employees or members of the Fire Department of the Township of Springfield, New Jersey now employed or hereinafter employed, except the Fire Chief, Deputy Chief and Captains.

#### Section 3

This Agreement shall govern all wages, hours, fringe benefits and other terms and conditions of employment hereinafter set forth.

#### Section 4

This Agreement shall be binding upon all parties hereto, their successors, administrators, executors and assigns.

#### Section 5

For the purposes of this Agreement a per diem is defined as one half of a twenty-four (24) hour shift either a ten (10) hour day or a fourteen (14) hour night.

## ARTICLE II

### COLLECTIVE BARGAINING PROCEDURE

#### Section 1

Collective Bargaining Procedures as to wage, hours, fringe benefits, or other conditions of employment shall be conducted by the duly-authorized bargaining agent of each of the parties. Unless otherwise designated in writing, the Mayor and Committeemen and the F.M.B.A. Negotiating Committee shall be designated as bargaining agents. Additional representatives of each party may participate in a collective bargaining meeting.

#### Section 2

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either the Township or the FMBA.

#### Section 3

The Township shall not enter into any agreement with employees which in any way conflicts with the terms of this contract, and it shall recognize only an official representative of FMBA Local 57 as a bargaining agent.

## ARTICLE III

### CONDUCTING FMBA BUSINESS ON TOWNSHIP TIME

#### Section 1

The Chief of the Fire Department shall permit members of the FMBA Grievance Committee and the members of the FMBA Negotiating Committee permission to attend meetings of said committees during the duty hours of the members without loss of pay, provided said meeting shall not diminish the effectiveness of the Fire Department or require the recall of off-duty firemen to bring the Department to its proper effectiveness.

#### Section 2

The Chief of the Fire Department shall permit the FMBA grievance committee or the FMBA negotiating Committee to utilize Fire Department facilities provided the efficiency and effectiveness of the Department is not in any way diminished.

#### Section 3

The Township agrees to grant the necessary time off to the President of the FMBA, and up to three (3) other designees, to attend the State or National Convention in accordance with NJSA 40A: 14-177.

#### Section 4

The Executive Delegate of the FMBA shall be granted leave from duty with full pay for all membership meetings of the State FMBA when such meetings take place at a time when such officer is scheduled to be on-duty, provided that said delegate gives reasonable notice to the Chief of the Department.

#### Section 5

Any member (not to exceed one per year) of the Fire Department that is elected to a State

FMBA position shall be granted necessary time off with full pay (not to exceed five (5) days per year) to attend meetings and conventions of the State FMBA.

**ARTICLE IV**

**DISCRIMINATION AND COERCION**

There shall be no discrimination, interference by the Township or any of its agents against any of its employees represented by the FMBA because of membership or activity in the FMBA. The FMBA shall not discriminate, interfere, harass, or coerce employees for non-membership in the FMBA. Neither the Township nor the FMBA shall discriminate against any employee because of race, creed, color, sex or national origin.

## ARTICLE V

### WAGES

#### Section 1

The salary schedule set forth in Schedule A, attached hereto, shall be effective for the period set forth therein and shall reflect the following percentage increase per annum: 2001- 3.50%; 2002 - 3.70%; 2003 - 3.90%; 2004 - 4%; 2005 – 3.75%; and 2006 – 3.75% plus such annual adjustments as shown in Schedule A.

(a) All employees to perform First Responder duties as required by the Department. The Township shall at its sole cost and expense, provide training for the First Responder Certification and Re-Certification, where appropriate. All certified firefighters shall receive a flat annual adjustment, stipend, enhancement or any other name by which the parties may wish to refer, of \$275.00 and \$750.00 in 2003 and each year thereafter.

This stipend will be added to the base wage shown in Schedule A for each corresponding year after any negotiated wage increase is applied. Specifically, the wage will be increased by the negotiated rate and thereafter the above referenced amount will be added to the base rate for all purposes, but not for the compounding of the wage/salary rate in the subsequent year. This amount shall be paid in equal amounts in the employee's normal pay check. Further, the reference amount shall be shown on Schedule A as other stipends, enhancements, etc. are shown currently.

#### Section 2

When an employee is promoted to a higher rank, he/she shall be paid the next higher salary in the rank to which he/she is promoted, has heretofore been the practice.

Section 3

Wages shall be paid every two (2) weeks. The employee may select to have wages directly deposited electronically into a named bank account.

Section 4

The agreement shall be for six (6) years and unless expressly stated otherwise shall be retroactive to January 1, 2001 to remain in effect until December 31, 2006 and remain in full force and effect subsequent thereto until a successor agreement has been negotiated between the parties.

Section 5

The salary schedules shall read:

	<b>2001 3.5%</b>	<b>2002 3.7%</b>	<b>2003 3.9%</b>	<b>2004 4.0%</b>	<b>2005 3.75%</b>	<b>2006 3.75%</b>
First Class	\$66,154	\$68,601	\$71,277	\$74,128	<b>\$76,908</b>	<b>\$79,792</b>
Second Class	\$64,297	\$66,676	\$69,276	\$72,047	<b>\$74,749</b>	<b>\$77,552</b>
Third Class	\$60,600	\$62,842	\$65,293	\$67,905	<b>\$70,452</b>	<b>\$73,093</b>
Fourth Class	\$51,655	\$53,567	\$55,656	\$57,882	<b>\$60,053</b>	<b>\$62,305</b>
Fifth Class	\$42,711	\$44,291	\$46,019	\$47,859	<b>\$49,654</b>	<b>\$51,516</b>
Probationary	\$26,910	\$27,905	\$28,993	\$30,153	---	---

Salary Schedule for Employees hired Effective January 1, 2004

	<b>2004- 4.0%</b>	<b>2005 – 3.75%</b>	<b>2006 – 3.75%</b>
First Class	\$74,128	<b>\$76,908</b>	<b>\$79,792</b>
Second Class	\$66,605	<b>\$69,103</b>	<b>\$71,694</b>
Third Class	\$59,081	<b>\$61,297</b>	<b>\$63,595</b>
Fourth Class	\$51,559	<b>\$53,492</b>	<b>\$55,498</b>
Fifth Class	\$44,037	<b>\$45,688</b>	<b>\$47,402</b>
Sixth Class	\$36,515	<b>\$37,884</b>	<b>\$39,305</b>
Probationary	\$28,993	<b>\$30,080</b>	<b>\$31,208</b>

All salaries are inclusive of holiday pay.



## ARTICLE VI

### INSURANCE

#### Section 1

The Township shall continue to provide Comprehensive Hospital Coverage and Major Medical coverage as that which is in expressly in effect under the Horizon Blue Cross/Blue Shield benefit plan established by contract between the Township and the provider as is effective on the date of this Agreement to all members of the Fire Department covered herein, their spouses and eligible dependents; paid for by the Township. The Township also agrees to provide major medical insurance as set forth above to all employees, their spouses and their eligible dependents. The Township shall also provide all permanent, full-time employees, spouses and their eligible dependents with a dental plan at no cost to the employees. The plan shall include child orthodontic benefits and permit the employee and eligible dependents to use the services of either a practitioner of their choice (with applicable deductibles) or a plan designated clinic (without deductibles). Any deductibles shall be paid by the employee for himself and for his/her eligible dependents. The Township shall provide all permanent, full-time employees, their spouse and eligible dependents with a Prescription Plan and Eyeglass Plan at no cost to the employee. Effective January 1, 2004 prescription co-pay shall be \$5.00 for generic and \$10.00 for brand name.

#### Section 2

The Township agrees to provide, at no expense to the employee, a Fifteen Thousand (\$15,000) dollar life insurance policy for all employees covered by this Agreement.

#### Section 3

The Employer shall have the right to change insurance carriers so long as substantially

similar benefits, coverage and administration are provided and the FMBA is given thirty (30) days advance notice of such proposed change. This notice shall include the name of the proposed carrier, the master contact for both the existing and proposed healthcare provider and the differences, if any, between the existing and proposed plans for the purpose of allowing the FMBA to conduct an independent review and analysis.

## ARTICLE VII

### CLOTHING ALLOWANCE

#### Section 1

Class A and Station/Work uniforms must be replaced as a result of normal wear shall be replaced by the employee at his/her own expense. In the event an off-duty member responds to a Township fire in civilian clothing which becomes damaged, the member shall be reimbursed by the Township for an equivalent replacement.

#### Section 2

Personnel Protective Clothing consisting of helmet with shield, turnout coat, turnout pants, hood, gloves and boots shall be provided to each member of the bargaining unit at no cost to the employee. Personnel Protective clothing which requires replacement and/or repair shall be at Township's expense.

#### Section 3

Newly appointed fire department employees shall be provided with the complete Class A uniform and Station/Work uniforms as required by the department rules and regulations at no cost to the employees.

#### Section 4

Members of the bargaining unit shall be in the approved Station/Work uniform at 0755 hours and 1755 hours or at the start of any work shift in accordance with the schedule as approved by the Fire Chief. Clothing worn to and from the work station shall be optional. Clothing worn to and from the work station shall be clean, unfrayed, without holes and not excessively worn.

Section 5

In the event that the Department initiates any change in the Class A or Station/Work uniform, the cost of the change shall be at the expense of the Township.

## ARTICLE VIII

### HOLIDAY PAY

#### Section 1

The following shall be recognized as paid holidays under this Agreement for the term of this Agreement:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Martin Luther King Day	

It is recognized by both parties that the employees of the Fire Department may not by reason of Department business enjoy the aforesaid holidays by not working on those dates. Therefore, in lieu of the holiday itself, such employee will receive a full day's pay. In the event any of the aforesaid allowed holidays falls on a non duty day, said holidays shall be deemed to have fallen on a regular working day. The parties agree that holidays will continue to be paid on ten (10) hour days.

#### Section 2

In the event a holiday is declared by the President during any one year, members shall be entitled to such holiday in such year only in addition to those listed above. However, members may elect to either take the day off or to work on that day in the Chiefs discretion and receive, therefore, payment for the day worked at the established annual salary rate and, in addition

thereto, payment for the day off which shall also be established at the annual salary rate.

Section 3

Holiday pay is included in base pay along with longevity and pension.

## **ARTICLE IX**

### **OVERTIME**

#### **Section 1**

A. In the event a Firefighter is called to respond to a fire or other emergency duty on a Signal 10, he/she shall be paid a minimum of two (2) hours at time and one-half and then paid for each additional one-half hour at time and one-half and released at “roll call” for that incident. Signal 10 is a regular alarm.

B. In the a event Firefighter who is off duty is called to respond to a fire or other emergency duty on a Signal 5, he/she shall be paid a minimum of one (1) hour at time and one-half and then paid for each additional one-half hour at time and one half and released at “roll call” for that incident. Signal 5 is a special alarm.

C. In the event a covered employee is called to a fire or other emergency duty on a Signal 11, he/she shall be paid a minimum of two (2) hours at time and one-half and then paid for each additional one-half hour and released at roll call for that incident. Signal 11 is a general alarm.

#### **Section 2**

In the event a Firefighter is scheduled to work for another firefighter attending school, he/she shall be paid a minimum of two (2) hours at time and one-half and then paid for each additional one-half hour at time and one-half and released upon return of the employee.

#### **Section 3**

In the event a Firefighter is continued on duty beyond his/her scheduled tour of duty, ending at 0800 and 1800 hours, the Firefighter shall be entitled to overtime compensation of one

(1) hour minimum at time and one-half. After the first hour, the overtime will be paid on one-half hour increments. Firefighters will be given sufficient time to complete routine clean-up from the regular tour and paperwork from the incident call. This time shall be included in his/her overtime compensation rate.

#### Section 4

In the event a Firefighter is called to overtime duty in situations other than Section 1 through above, he/she shall be entitled to a minimum of two (2) hours overtime at time and one-half and then paid in one-half hour increments at time and one-half.

#### Section 5

A list of firefighters shall be established whenever overtime work is required, for ten hour days, fourteen hour nights, school coverage, snow removal, water evacuation and other details related to firefighting as detailed under Article XIII, Section 2, with the exception of overtime resulting from assignments specific to the duties of the Fire Prevention Bureau, and those hours specific in Section 1 above. Overtime shall be rotated among employees on the list. If and when a firefighter is called for overtime duty, he/she is absent and/or the assignment of overtime cannot be communicated to him personally in time to perform such duty, he/she shall be called again for the next overtime duty assignment. If communication is made to the firefighter and he/she refused the assignment, he/she have the time refused added to the established overtime list ("green marked). Exceptions to this would be: approved vacations including the three day prior and the three day following; approved personal days including the entire calendar day; sickness; bereavement; overtime assignments in excess of twenty four hours; duty assignments; school time off or assignments or any other approved time off as defined under contract. The employee may request in writing that he/she wishes to be called during these



periods; however (“green marking”) will not be enforceable. This request must be made on an annual basis and remain in effect for the calendar year.

The overtime assignment sheet which lists accumulated overtime hours worked and accumulated overtime hours refused shall be returned to zero (0) hours for the firefighter with the least number of listed hours, for both overtime hours worked and overtime refused, on January 1<sup>st</sup> of each year. All other department personnel shall have their hours pro-rated to reflect the difference from the low man to each member’s accumulated hours. When the new employees are eligible to work overtime, they shall be added to the overtime list at zero hours. The lowest man will also be put back to zero and the aforementioned procedure shall take effect.

Whenever an employee agrees to take compensatory time off in lieu of overtime pay, the number of compensatory time off shall be recorded on the overtime assignment sheet as if it was overtime worked.

#### Section 6

Overtime payment shall be calculated at time and one-half of the normal hourly rate.

#### Section 7

In the event of any emergency the overtime list shall not be used.

#### Section 8

If it is not an emergency, then the normal overtime list will be used with refusals allowable.

#### Section 9

The only exception to Section 8, above shall be when members are required to remain on duty due to a lawfully declared emergency.

#### Section 10

Employees may agree to take compensatory time off in lieu of overtime pay only on a voluntary basis. All such compensatory time off shall be at the rate of one and one-half hours time off for each overtime hour worked. No employee can be forced to take compensatory time off in lieu of payment.

All unused compensatory time off shall be accumulated from year to year up to 480 hours and at time of retirement, resignation or other termination of employment, shall be paid at the employee's compensatory time (overtime) rate of pay calculated at time and one-half of the normal hourly rate in effect at the time the Firefighter is called for any overtime as spelled out in Article IX of this Agreement.

The Fire Chiefs Office shall maintain a list of all Firefighters accumulated compensatory time earned during each year. Any compensatory time used during that year shall be deducted from the individual's year end totals. This list shall be reviewed by the Chief and the Firefighter at the end of each year and shall be placed in the individual's personnel file. A copy of each member's compensatory time sheet shall be given to the Township Treasurer at the end of each year so their office can maintain a file for budgetary purpose for each Firefighter.

## **ARTICLE X**

### **HOURS**

A. The hours of employment shall be pursuant to the provisions of an Ordinance entitled, "An Ordinance adopting a schedule of active duty for the paid members of the paid Fire Department" adopted June 25, 1963 which provides that each paid member of the Department shall be on duty an average of 42 hours per week in eight week cycles. Said hours to consist of 24 hours on followed by 72 hours off.

B. Effective on or about January 1, 2004 or as soon after as is operationally feasible, the Township shall commence a 24 hours on followed by 72 hours off work scheduled for both the FMBA and FOA units. The operational details of the 24/72 hour work schedule shall be developed by the FMBA and designees of the Township. The 24/72 hour work week schedule shall be implemented on a trial basis until February 2, 2005. If either party desires to revert to the current work schedule after February 2, 2005, it shall serve written notice of its intention to do so on the other party at least sixty (60) days prior to the end of the year. If the party who received notice objects to the notice, it shall so notify the other and the parties agree to meet and confer in an effort to resolve the dispute concerning the schedule. If the parties are unable to reach agreement, either party shall have the right to submit the dispute to expedited binding arbitration to an arbitrator mutually designated by the parties or if they are unable to agree upon an arbitrator, the parties shall select another arbitrator in accordance with the grievance arbitration procedure of the Public Employment Relations Commission. The FMBA and the Township direct the arbitrator to consider the impact of the change to a 24/72 hour work schedule from the prior schedule, including but not limited to the employee morale, productivity, staffing, training, manpower coverage and the like. The arbitrator's decision shall be final and

binding on the parties. If neither party elects to exercise its rights under this section by February 2, 2005, the 24/72 hour work schedule shall become the permanent work schedule. There shall be a conversion of paid time off on an hour by hour basis.

## ARTICLE XI

### LEAVES OF ABSENCE

#### Section 1

Leaves of absence may be granted by the Township pursuant to the provisions of N.J.S.A. 38:23-1 et seq. and N.J.S.A. 40A:14-16 for military leave, sick and disability leave and for other reasons as permitted by law.

#### Section 2 -Leave Without Pay

Any employee may be granted, upon recommendation of the Chief and approval of the Township Committee leave without pay for a period not exceeding six months. He/she shall make such request of the Officer in Charge at least 24 hours in advance of the date or dates for which such leave is desired except in the event of an emergency only reasonable notice for such request shall be required.

#### Section 3 -Bereavement

Employees shall be granted funeral leave with pay not to exceed ten (10) work days or 100 hours for staff people and five (5) work days or 120 hours for 24/72 employees beginning with the date of death, for the employee to tend to arrangement for funeral of a spouse or children.

In all other circumstances, employees shall be granted leave with pay not to exceed two (2) work days or 48 hours for 24/72 employees and four (4) work days or 40 hours for staff employees beginning with the date of death, for the employee to tend to arrangement for funerals of grandchildren, parents brother or sisters, grandparents or mother-in-law or father-in-law. If the date of burial is more than four (4) working days from the date of death, the employee must

take the date of burial as part of funeral leave. In no event shall the funeral leave exceed in total four working days.

#### Section 4 -Special leave

Any employee may, with the approval of the Chief, be granted special leave with pay for any days on which he/she is able to secure another employee to work in his/her place provided such substitution does not impose an additional expense on the Township. Employees shall notify the Chief, Deputy Chief, or other designee in writing not less than three (3) days prior to its becoming effective except in the case of emergency, the request may be made by telephone.

#### Section 5 -Disability Leave

Employees shall be entitled to up to one year's paid leave for reason of illness or disability.

#### Section 6 - Certification

If at any time a doctor's certificate is requested by the Chief for any reason, the Township will pay for such certificate.

#### Section 7 -Dispute

In the event a disagreement arises with respect to the existence or extent of disability, such issue shall be determined by a physician agreed to by and between both parties to this Agreement, i.e. employer and the FMBA.

#### Section 8 -Terminal Leave

Employees with over twenty-five (25) years of service shall receive sixty (60) calendar days of terminal leave upon retirement.

**ARTICLE XII**

**VACATIONS**

1. All staff employees covered by this Agreement shall receive the following calendar days vacation with pay annually.

From the beginning of the first year of Employment up to the conclusion of the Fourth year of employment	17 days
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From the beginning of the fifth year of Employment up to the conclusion of the 14 <sup>th</sup> year of employment	27 days
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From the beginning of the fifteenth year of Employment and thereafter	32 days
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2. All shift employees shall receive the following:

From the beginning of the first year of Employment up to the conclusion of the Fourth year of employment	4 –24 hour duty shift 7 (per diems)
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From the beginning of the fifth year of Employment up to the conclusion of the 14 <sup>th</sup> year of employment	8 —24 hour duty shift 7 (per diems)
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From the beginning of the fifteenth year of Employment and thereafter	10—24 hour duty shift 7 (per diems)
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For the purpose of calculating the number of vacation days an employee is entitled, years of employment shall be computed from January 1<sup>st</sup> of the year of taking employment for all employees hired or appointed between January 1<sup>st</sup> and June 30<sup>th</sup>. For all employees hired or appointed between July 1<sup>st</sup> and December 31<sup>st</sup> years of employment shall be computed from January 1<sup>st</sup> of the next year.

a. All employees hired or appointed from January 1<sup>st</sup> up to or on June 30<sup>th</sup>

shall be entitled to four (4) 24-hour duty shift of vacation for the period from their date of hire or appointment through December 31<sup>st</sup> of that calendar year.

- b. All employees hired or appointed from July 1<sup>st</sup> up or on December 31<sup>st</sup> shall be entitled to two (2) 24-hour duty shifts for the period of their date of hire or appointment through December 31<sup>st</sup> of that calendar year.
- c. Seniority and grade within the group shall be the basis for determining preference of vacation days until March 15<sup>th</sup>.
- d. In the event that an employee is reinstated after a resignation, his/her time out of the Township's employ shall be deducted in computing his/her vacation eligibility and his/her seniority. An employee must work for a minimum of five month consecutively upon returning from an extended voluntary leave of absence or resignation before he/she will be permitted to take his/her vacation.
- e. In the event of retirement or death, the employee or his/her estate shall receive his/her earned vacation pay.
- f. The employee's vacation pay shall be in the same amount had he/she worked his/her standard schedule.
- g. An employee with fifteen (15) years of service or better shall be allowed to take the maximum of ten (10) 24 hour duty shifts and seven (7) per diems during the calendar year, except during the period between June 21<sup>st</sup> and September 15<sup>th</sup>. The maximum vacation may be taken during this period if the members of the tour are in agreement. This will also be



subject to the Chief's approval.

- h. An employee shall be allowed to take six (6) 24 hour tours during the summer months (June 21<sup>st</sup> through September 30<sup>th</sup>). Another man from the same tour shall be permitted to overlap the previous man's first two (2) 24-hour shifts as well as the last two (2) twenty-four (24) hour shifts, but not the two (2) twenty-four hour shifts in between.
- i. Vacation through Christmas holiday shall be granted with the following stipulation: if a man who is on the same tour as a man on vacation is unable to report for duty and a man is needed to bring the tour back to normal strength, the man will have his/her vacation terminated until such time as the tour is brought back to normal strength. The employee, prior to going on vacation hereunder, must give the Chief, in writing, then name or names of the employees who will fill in for him in case of need.
- j. All of the above provisions relating to vacation scheduling are expressly subject to the determination by the Chief, in his/her sole discretion that any such arrangement will not unduly impair the manpower of the department.
- k. The Township agrees to allow each member seven (7) per diems off to be charged to time member's vacation. A personal day already chosen will not interfere with another employee's vacation pick, but an employee may not take a personal day while another employee from the same tour is on vacation or during a short tour, nor may he/she choose a personal day on a holiday prior to one full tour before the holiday and only after consulting

those employees of his/her tour senior or higher in rank over him. In addition, the Township agrees to allow each member an additional day off with pay for each time a member is subject to a tour change, provided the member does not use this day on a holiday or a short tour; this day off is to be known as a “tour change day”.

- l. An employee may carry over to the following year a maximum of two (2) unused per diems provided these days are used prior to March 1<sup>st</sup> of that following year. The days that are carried over may be combined with vacation day following the following year to create a multiple day vacation period or used separately as personal days in addition to the seven (7) per diems the employee is entitled to in that year.
- m. Unused tour change days up to a maximum of 10 per diems may be carried over from year to year. All accumulated tour change days per diem at time of retirement, resignation or other termination of employment shall be paid at the employee’s regular daily rate of pay in effect at that time.
- n. Any request for vacation days, personal days or tour change days may be submitted in writing to the officer in charge of the tour not less than three days (72) hours prior to the requested days off, except in the case of an emergency when the request can be made by telephone at any time prior to the beginning of the requested day(s) off. An emergency is defined, for the purpose of this section, as an unforeseen or unexpected event or circumstance.

## ARTICLE XIII

### MAINTENANCE OF STANDARDS AND PROTECTION OF CONDITIONS

#### Section 1

The Township agrees to all general working conditions pertaining to the physical facilities of the employment shall be maintained at not less than the highest standards in effect as of January 1<sup>st</sup> of the term of this Agreement.

#### Section 2

No employee of the Fire Department shall be assigned to perform any duty which is unrelated to fire fighting, fire prevention, rescue, salvage, overhaul work, flood control, care and minor maintenance of fire fighting equipment and apparatus or other similar related work with the normal daily care of the fire department quarters. In this regard, the Township agrees to have the windows of the Fire Department cleaned when all other windows in the Municipal Building are cleaned.

#### Section 3

Any and all equipment relating to safety of the Firefighters on duty shall meet or exceed those standards set forth in OSHA 1981 Specifications or current National Fire Protection Association Standards.

#### Section 4

There shall be a Management Labor Safety Committee consisting of the following representatives:

Chairman of the Public Safety Committee (or designee)

Fire Chief (or designee)

One member of Captain's FMBA Local 57A

One member of Firefighter's FMBA Local 57

The Committee shall meet a minimum of four times per year to discuss, develop, and implement recommendations for the improvement of the health and safety of Fire Department employees.

**ARTICLE XIV**

**BULLETIN BOARDS**

The Township shall permit the FMBA reasonable use of designated bulletin boards located in the respective firehouse for posting notices concerning FMBA business and activities, but no notices shall contain salacious, inflammatory or anonymous material.

**ARTICLE XV**

**LIABILITY INSURANCE**

The Township agrees to provide liability insurance coverage in an adequate sum to cover any claims against an employee and/or agent during the performance of their duties.

## **ARTICLE XVI**

### **PENSIONS**

The Township shall provide pensions and retirement benefits to employees covered by this Agreement pursuant to the provisions of the Statutes and Laws of the State of New Jersey (N.J.S.A. 43:16 and 43:16A et seq.).

The Township further agrees to provide at no cost to all retired employees who have been prior to retirement employees covered by this Agreement, and their spouses and eligible dependents, the medical, hospitalization, dental, prescription and eyeglass benefits currently in effect until the death of the retiree and his/her spouse. These benefits are provided pursuant to Chapter III of the Laws of 1973.

The Township shall provide medical treatment to employees who retire due to disability and their injuries arising out of and in the course of their employment in the Fire Department.

## ARTICLE XVII

### GRIEVANCE PROCEDURE

#### Section 1

A grievance is defined as any disagreement or dispute relating to the terms and provisions of this contract between the Firemen, between the Firemen and the Township or between the FMBA and the Township whereas to the said terms and provisions of this contract and the past practice there has been an inequitable, improper or unjust application, interpretation, or violation of this Agreement or a policy or administrative decision or a past practice interpreting this Agreement which affects them.

#### Section 2

Nothing in this Agreement shall prevent an employee from discussing any problem with his/her superior, but there will be no formal grievance until it has been reduced to writing.

#### Section 3

The following procedure is established for the presentation of grievances and shall be performed in the order specified:

1. In the first instance, the FMBA through its duly authorized representative shall attempt to settle informally with the Chief of the Fire Department all grievances.
2. If the grievance is not settled informally, then the FMBA shall submit such grievance in writing no later than fifteen (15) days after the incident complained of, except in those cases where the aggrieved is physically incapacitated, in which event, he/she or the FMBA shall initiate his/her complaint within thirty (30) days after regaining his/her capacity to act, to the Chief of the Fire Department and the Answer to such grievance shall be made in writing with a copy of the FMBA and information of the Township Attorney within five (5) days of its



submission, excluding Saturdays, Sundays and holidays.

3. If the grievance is not resolved in accordance with the procedure set forth in Paragraph 2 herein or if no answer has been received from the Chief within the time set forth therein, the FMBA shall submit the grievance to the Township Committee for the purpose of adjusting or resolving such grievances. The Township may delegate its authority in Step 3 of the grievance procedure to the Township Administrator at its sole discretion. In the event that it chooses to do so, it shall notify the FMBA in writing. The Township Committee shall hold a hearing, at which all parties in interest shall have the right to be heard and shall report its findings in writing to the FMBA and an employee concerned within ten (10) days of the hearing. Nothing herein contained shall prohibit the informal settlement of a grievance at any stage.

4. If the grievance is not settled through the steps as outlined above, then the aggrieved shall have the choice within fifteen (15) days of pursuing all legal remedies or to submit such grievance to Arbitration in accordance with Article XVIII herein.

## **ARTICLE XVIII**

### **ARBITRATION**

#### **Section 1**

Any grievance or other matter in dispute involving the interpretation or application of the provisions of this Agreement not settled by the Grievance Procedure as herein provided shall be referenced to an arbitrator as hereinafter provided.

#### **Section 2**

Either party may institute arbitration proceedings within fifteen (15) days after the grievance procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following the presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the dispute in the manner set forth in Rule 19:12-5.2 Rules and Regulations and Statement of Procedures of the New Jersey Public Employment Relations Commission.

#### **Section 3**

The decision of the arbitrator shall be in writing and shall include the reasons for each finding and conclusion and be rendered within forty-five (45) days, if circumstances permit. The arbitrator shall have no right to vary or modify the terms of this Agreement.

**ARTICLE XIX**  
**RETROACTIVITY**

All agreements made herein relative to wage and other financial benefits as agreed upon subsequent to the first day of the term herein shall be retroactive to the said first day of the term hereof, unless provided herein.

**ARTICLE XX**

**DIRECTION**

The member of the paid Fire Department shall be under the orders and supervisions of the paid fire officer exclusively.

**ARTICLE XXI**

**LONGEVITY**

During the term of this Agreement, every employee covered by this Agreement shall be paid in addition to the raises of pay set forth in Article V herein, a longevity increment based upon years of service with the Springfield Fire Department in accordance with the following schedule to all covered employees hired before January 1, 1997:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE</u>
5 years	2%
9 years	4%
13 years	6%
17 years	8%
19 years	10%**
24 years and thereafter	12% (effective Jan. 1, 2003)

\*\*Note: Any covered employee who as of October 7, 1997, has a longevity increment which is greater than 10% shall be grand-fathered at their increment on said date.

All covered employees hired after October 7, 1997 but before January 1, 2004 shall be paid in addition to the raises of pay set forth in Article V herein, a longevity increment based upon years of service with the Springfield Fire Department in accordance with the following schedule:

<u>YEARS OF SERVICE (Completion)</u>	<u>PERCENTAGE</u>
5 years	2%
10 years	4%
15 years	6%

20 years and thereafter

8%

Employees hired after January 1, 2004 shall not be eligible for longevity.

Section 2

All periods of employment shall be computed from January 1<sup>st</sup> of the year of taking office, appointment or employment unless the said date was subsequent to June 30<sup>th</sup> in which case the calculation shall be computed from January 1<sup>st</sup> of the year following.

**ARTICLE XXII**

**FIREFIGHTER IN CHARGE**

All employees working in the capacity of Firefighter in Charge will be paid in the lowest step of the Captain's pay grade for the time of such performance provided such designation is made in writing by the Chief or his/her authorized designee.

The officer in Charge of each tour shall keep a rotating roster of eligible employees. All Firefighters in Charge assignments shall be made from same roster on a rotating basis provided such employees are qualified for such assignments in the judgment of the Chief.

**ARTICLE XXIII**

**MUTUAL AID**

In the event an employee is sent to work in another municipality for mutual aid, the Township agrees that in the event such employee is killed or injured while rendering aid to a neighbor community or in route thereto or therefrom, such employee will be fully covered by insurance and pensions, the same as if he/she were working in Springfield.



**ARTICLE XXIV**

**PROFESSIONAL DEVELOPMENT PROGRAM**

**Section 1**

Any firefighter who intends to attend school for the purpose of obtaining education in the listed programs of Section 2 shall make his/her intention known to the Fire Chief by August 1<sup>st</sup> prior to the school year, along with an estimated cost of tuition and book expenses. The Fire Chief and the Public Safety Committee will allocate available funds among those who have submitted intentions. Such allocations shall not be made in an arbitrary or capricious manner.

**Section 2**

The following course of study shall be available for duty time off, tuition reimbursement and book expense.

- a. Associate of Applied Science –Fire Science  
Public Safety
- b. Bachelor Degree –Fire Science  
Public Safety  
Public Administration  
Business Administration
- c. Master Degree –Public Administration

**Section 3**

Textbook purchases reimbursed or, pursuant to this provisions, will be maintained in the Fire Department library.

**Section 4**

Employees will be reimbursed for the cost of tuition and books provided the firefighter achieves a grade of “C” or better for the course.

### Section 5

The Township agrees to make arrangements for the firefighter to attend classes, if their course conflicts with their duty schedule.

### Section 6

Duty time off shall be limited to the scheduled class time plus a maximum of one hour travel time to class plus a maximum of one hour travel time to return to the firehouse.

### Section 7

Tuition reimbursement for Masters of Public Administration Program courses shall be limited to \$100.00 per credit.

### Section 8

Those firefighters pursuing a course of study in a Masters of Public Administration program shall be limited to two courses per semester for duty time off and tuition reimbursement.

### Section 9

Before being eligible for tuition and book reimbursement for courses listed in section 2b and c, a firefighter must first achieve an Associate of applied science degree in Fire Science or Public Safety.

### Section 10

A firefighter obtaining the required credits in fire Science shall be paid in accordance with the following schedule:

\$390.00 for 30 credits completed

\$520.00 for 40 credits completed

\$650.00 for 50 credits completed

\$780.00 for 60 credits completed

Section 11

A firefighter who obtains a degree in a course of study provided for in Section 2 shall be paid in accordance with the following schedule:

\$ 910.00 for an Associate of Applied Science

\$1,140.00 for a Bachelor's Degree

\$1,390.00 for a Master's Degree

Section 12

All courses of study shall be subject to review for relevance by the Public Safety Committee.

**ARTICLE XXV**

**RETENTION OF BENEFITS**

The Township agrees that all benefits, terms and conditions of employment that are not covered by this Agreement and relating to the status of the members of the FMBA shall be maintained at no less than the highest standards in effect at the time of the commencement of collective negotiations leading to the execution of this Agreement.

**ARTICLE XXVI**

**MANAGEMENT RIGHTS**

Nothing in this Contract shall abrogate the management rights of the elected or appointed officials in charge of the various departments of the Township government. Except as otherwise provided herein, the Township retains the exclusive right to hire, direct and schedule the working force; to plan, direct and control operations; to discontinue reorganize or combine any department with any consequent reduction or other changes in the working force; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force, and in all respects to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem advisable. Further, no management prerogative reserved solely to the discretion of the Township by the terms of this Agreement shall be made the subject of a grievance.

## **ARTICLE XXVII**

### **WAIVERS**

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

**ARTICLE XXVIII**

**SAVINGS CLAUSE**

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event any clause or clauses shall be finally determined to be in violation of any law, then and in such event, such clauses, only to the extent that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear. In the event of such contract clause invalidation, both the Township and the FMBA agree to meet within ten (10) days of such determination and negotiate a valid clause reflecting the intent of the parties and to reach such agreement concerning such valid clause within thirty (30) days. Said thirty (30) days may be extended by mutual consent of both parties.

**ARTICLE XXIX**

**TERMS AND CONDITION OF THIS AGREEMENT**

Section 1

The term of this Agreement shall commence on January 1, 2001 and extend through December 31, 2006.

Section 2

The terms of this Agreement shall remain in full force and effect until replaced by a new Agreement or shall terminate upon the expiration of thirty (30) days written notice of termination by either party hereto.



**ARTICLE XXX**

**MISCELLANEOUS**

All employees who are represented by the Association but are not members shall be obligated to pay an assessment to the Association of an amount of up to eighty-five (85%) percent of the Association membership dues and assessment. The Township agrees according to statute to deduct said fee from wages.

The FMBA agrees that it will indemnify and save harmless the Township against all actions, claims, demands, losses, or expenses (including reasonable attorney fees) in any matter resulting from any non-negligent action taken by the Township at the request of the FMBA under this Article.

**ARTICLE XXXI**  
**FIRE PREVENTION**

**Section 1**

The Fire official shall not be subject to Article X, entitled “Hours” as set forth in this Agreement. He/she and inspector shall work forty (40) hours per week as scheduled by the Fire Chief. In all other respects, he/she shall be subject to all other provisions of this Agreement.

**ARTICLE XXXII**

**PERSONNEL POLICY MANUAL**

In accordance with legal precedents established by the courts and the Public Employment Relations Commission, the Township recognizes that the Department's Personnel Policy and Procedures Manual, and any standing or general orders, cannot supersede, contravene or negate the provisions of this agreement and, under Article XXV, "Retention of Benefits", cannot supersede, contravene or negate any past practices involving wages, benefits, hours and other terms and conditions of employment.

**Section 2**

In accordance with the legal precedents established by the courts and the Public Employment Relations Commission, the Township recognized that the Department's Personnel Policy and Procedures Manual, and any standing or general orders, cannot supersede, contravene, or negate the Township's statutory obligation to negotiate over any changes in wages, benefits, hours and other practices involving wages, benefits, hours and other terms and conditions of employment.

## ARTICLE XXXIII

### FIREFIGHTERS' BILL OF RIGHTS

#### Section 1

If a complainant is lodged against a member, be it written or oral, anonymous or otherwise said members given a reasonable amount of time, shall be notified in writing by the Chief of the Department or his/her designated representative of all the facts and available evidence pertaining to the case. The employee shall also have the absolute right to full disclosure of all written reports, statements, and physical evidence held by the investigating officer pertaining to the case.

#### Section 2

No document shall be submitted, or shall be placed, in an employee's personnel file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete document of any kind, signifying his/her approval.

#### Section 3

The employee shall acknowledge that he/she has the opportunity to review any such material or document by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material or document and his/her answer shall be attached to the file copy. If an employee still objects to a document being placed in his/her file, he/she shall have the right to appeal under grievance procedure outlined in this Agreement.

#### Section 4

The employee shall acknowledge that he/she has had the opportunity to review any such material or document by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material or document and his/her answer shall be attached to the file copy. If an employee still objects to a document being placed in his/her file, he/she shall have the right to appeal under the grievance procedure outlined in this Agreement.

#### Section 5

Although the Township agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection and without the employee's full knowledge.

#### Section 6

Each member of the department shall have his/her personnel file reviewed with him once annually in the calendar year. This annual review is mandatory and shall be carried out by the Chief of the Department or his/her designated representative.

#### Section 7

For reasons of clarity, this review of personnel file shall be considered retroactive. The Chief of the Department shall schedule, at the request of any employee, a review of his/her personnel file at which time the employee will have the right to approve or object to any material or document contained in his/her personnel file. Materials or documents which meet the approval of both parties shall be signed by both parties and thereafter shall become a permanent part of the employee's personnel file. Any material document which does not meet with the

approval of the employee may be objected to by the employee and reviewed in a manner consistent with the procedure outlined in this Agreement.

**ARTICLE XXXIV**  
**OUTSIDE EMPLOYEMENT**

**Section 1**

In the event a situation or special event occurs in a building or property which requires trained fire personnel to provide a Fire Watch, the Fire Chief or his /her designee shall provide the opportunity to fire Department employees on a rotating basis.

**Section 2**

A list of employees interested in such outside employment shall be established, maintained and posted in a place where all other documents are posted. Outside Employment shall be equitable rotating among those employees on the list, to be known as “Outside Employment Hours”. If and when an employee offered outside employment opportunity is absent and/or the employee could not be personally reached in time to perform the outside duties, then he/she shall be contacted again for the next outside employment opportunity. If communication is made to the employee and he/she declines the offer, he/she will have the hours subsequently worked added to their total on the said list. Exceptions to this would be when the employee is scheduled to work his/her normal duty hours. In determining who shall be the first employee to be contacted for outside employment, the employee with the least number of posted hours, for both worked and refuse outside employment shall be offered first. In the event the Chief or his designee is unable to secure adequate staffing by using the above prescribed procedure, volunteer firefighters who function as interior structural firefighters, or other qualified sources, may be utilized in order to provide the required coverage.

**ARTICLE XXXV**

**EXTRA CONTRACTUAL AGREEMENTS**

The Township and the Fire Department agree not to enter into any contract agreement regarding wages, benefits, hours and other terms or conditions of employment with any individual member of the Department covered herein that in any way conflicts with the Recognition Clause of this Agreement.



By this agreement, the parties state their intent and in witness whereof, the parties hereto have hereunto set their hands in the Township of Springfield, County of Union, State of New Jersey on this 31<sup>st</sup> day of December 2004.

ATTEST:  
TOWNSHIP OF SPRINGFIELD

\_\_\_\_\_  
KATHLEEN D. WISNIEWSKI  
TOWNSHIP CLERK

\_\_\_\_\_  
CLARA T. HARELIK, MAYOR

ATTEST:  
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO.57

\_\_\_\_\_  
JAMES BEYER

DATED:\_\_\_\_\_

## SCHEDULE A – STIPEND

### Additional Stipends\*\*

First Responder	January 1, 2001	\$275. per annum
	January 1, 2003	\$750. per annum
Certified Fire Inspector		\$500. per annum
Certified EMT	January 1, 2001	\$500. per annum
	January 1, 2003	\$750. per annum
Fire Inspector (assigned steady days)	January 1, 2003	\$1,500. per annum
EMT (assigned steady days)		\$1,500. per annum
Fire Official (assigned steady days)		\$5,000. per annum
Administrative Assistant (assigned steady days)		\$6,000. per annum

\*\*All additional stipends shall be paid pursuant to certification are to be included in the employee's base pay with longevity and pension to be included.