

A G R E E M E N T

Between

Westfield, Town of  
THE TOWN OF WESTFIELD

And

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

BRANCH #30

---

Effective: ~~X~~ January 1, 1986 through December 31, 1988

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LAW OFFICES  
APRUZZESE, McDERMOTT  
MASTRO & MURPHY  
A PROFESSIONAL CORPORATION  
INDEPENDENCE PLAZA  
500 MORRIS AVENUE  
SPRINGFIELD, N.J. 07081

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

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This Agreement made as of the 23<sup>RD</sup> day of OCTOBER , 1986, by and between the TOWN OF WESTFIELD, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Town", and the FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, BRANCH #30, hereinafter referred to as the "FMBA";

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I

RECOGNITION

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

ARTICLE II

PAYROLL DEDUCTION OF FMBA DUES

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

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

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Section 2. Effective on execution of this Agreement, any permanent employee in the bargaining unit who does not join the Union within thirty (30) days thereafter, shall as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five (85%) per cent of the regular Union membership dues, fees, and assessments as certified to the Town by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Town.

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

### ARTICLE III

#### MANAGEMENT PREROGATIVES

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

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

ARTICLE IV

NO STRIKE

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

ARTICLE V

FMBA SECURITY

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

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

ARTICLE VI

GRIEVANCE PROCEDURE

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

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

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

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

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

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

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explanation of the failure to present the grievance within such time.

## ARTICLE VII

### ARBITRATION

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

The grievance may be submitted to the New Jersey State Board of Mediation or the Public Employment Relations Commission for the appointment of an impartial arbitrator in accordance with their Rules and Regulations, who shall have full power to hear and determine the dispute between the parties. The arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and conditions of this Agreement and shall decide the dispute within thirty (30) days after the hearing has been closed. Only the Town or the FMBA shall have the right to submit a grievance to arbitration.

## ARTICLE VIII

### SALARIES

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



hereto and incorporated herein by this reference.

Section 2. When an employee is required to serve in an acting capacity in a higher rank for a period of ninety (90) calendar days or more, commencing on the ninety-first calendar day he shall receive the prevailing rate of pay for that rank.

#### ARTICLE IX

##### HOURS OF WORK AND OVERTIME

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

Section 2. Whenever an employee works in excess of his regularly assigned work week or work schedule as provided for in Section 1 of this Article, he shall be paid for such overtime work at time and one-half (1-1/2) his regular straight time hourly rate which he receives for his regularly assigned duty, except that he shall receive no additional compensation when working for a fellow employee on special leave pursuant to Article XIX hereof. In a call situation, there will be no overtime paid for the first six (6) minutes. After six (6) minutes, overtime will be paid in the amount of one-half (1/2) hour. After the first half hour of overtime, overtime pay will be calculated in fifteen (15) minute intervals.

Section 3. In the event that an employee is required to report to duty because of a recall, he shall be entitled to a

minimum of two (2) hours' pay at time and one-half (1-1/2) his regular hourly rate. After the second hour of actual work (for the purpose of payment), such overtime pay will be calculated in fifteen (15) minute intervals.

Section 4. Whenever an employee works over four (4) hours overtime, he shall be entitled to meal money of four (\$4.00) dollars.

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

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

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

## ARTICLE X

### CLOTHING ALLOWANCE

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

Section 2. With the exception of those employees who are granted permission by the Fire Chief, to wear civilian clothes to and from work, all other employees shall wear work uniforms

to and from work. Such permission shall not be unreasonably withheld.

Section 3. The Fire Department agrees to comply with the New Jersey Public Employees Occupational Health and Safety Act and shall issue to all Fire Fighters at no cost the personal protective equipment when and as required by the Act.

#### ARTICLE XI

#### LONGEVITY

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

Section 2. Longevity payments will be as follows:

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

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

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

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

Nine percent (9%) after twenty-five (25) years of service.

Section 3. All employees who have completed at least twenty-four (24) hours of service with the Town of Westfield shall have a one-time option of including their longevity pay into their regular salary. This option shall be for twelve (12) months in duration.

#### ARTICLE XII

#### HOLIDAYS

Section 1. Members of the uniformed paid Fire Department shall be paid, in addition to their annual salary, twelve (12) holidays per year at their regular weekly rate of compensation.

ARTICLE XIII

VACATIONS

Section 1. All members of the uniformed Fire Department shall be granted annual vacation leave with pay as follows:

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

(b) Up to ten (10) working days' vacation will be granted to all employees during each year from the second (2nd) through the tenth (10th) calendar year in which continually employed by the Town. In the second such calendar year, and in each successive year, five (5) working days' vacation will be granted, plus one additional day of vacation for each two (2) full calendar months of service in the previous year of service, up to a maximum of five (5) additional vacation days and a total of ten (10) days.

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

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

Section 2. Whenever a member's employment is terminated by death or retirement, his unused vacation entitlement will be

paid to him or to his estate, whichever is the case; provided, however, in the case of retirement the Town has the option, in lieu of payment, to grant the employee the time off.

Section 3. The Department will not prohibit one officer and one fireman from the same platoon being on vacation at the same time. The previous practice of slot-rotation in effect in 1977 shall be reinstated effective January 1, 1979.

Section 4. If a unit employee becomes sick or injured immediately prior to his vacation, he shall be continued on sick leave until such time as he is declared fit for duty by his attending physician. At the employee's option, the balance of his vacation leave may be rescheduled at another time during the year.

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

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ARTICLE XIV - INSURANCE

Section 1. The current medical/surgical health benefits plan including UCR and Rider J shall be maintained and continued by the Town during the term of this Agreement.

Section 2. Effective January 1, 1987 there will be dental coverage under New Jersey Dental Service Plan, Inc. (Program 111-A) or mutually agreed upon equivalent coverage. Employees will contribute to the cost of this benefit when costs exceed ten (10%) per cent over the cost of the previous plan year. The following is an example of this dental cap computation:

<u>Year</u>	<u>%Increase</u>	<u>(Monthly) Total Premium</u>	<u>Town</u>	<u>Employee</u>
1987		\$14.00	\$14.00	-0-
	+20%	+ 2.80	+ 1.40	+ 1.40
1988		16.80	15.40	1.40
	+ 5%	+ .84	+ 1.54	( -.70)
1989		\$17.64	\$16.94	.70
	+10%	+ 1.76	+ 1.69	+ .07
1990		19.40	18.63	.77
	0%	-0-	+ 1.86	(-1.86)
1991		19.40	20.49	( 1.09 credit)
	+20%	+ 3.88	+ 2.05	+ 1.83
1992		\$23.28	\$22.54	\$ .74

Section 3. Eligible employees will be included in the Town's Wage Continuation Program.

Section 4. Whenever an employee sustains a work incurred injury, after the ninety (90) day exclusion period under the Town's Salary Continuation Program, at the employee's option, vacation time may be first utilized and afterwards accrued sick leave may be utilized.

#### ARTICLE XV

##### RETIREE BENEFITS

Section 1. An employee on the payroll as of January 1, 1980 who retires thereafter shall be entitled to continue under the Town's Health Benefits Program (husband and wife coverage applicable at the time of retirement) provided he has reached age fifty-five (55) with at least twenty-five (25) years of creditable service and said coverage shall terminate when such individual reaches age sixty-five (65) or upon death prior to age sixty-five (65). This shall not include coverage for employees who retire on disability or deferred retirement (commonly known as vesting). In the event the retiree dies prior to age sixty-five (65) and leaves a surviving spouse, her coverage will continue until she reaches age sixty-five (65).

Section 2. In the event an employee retires before reaching his fifty-fifth (55th) birthday, he shall receive single coverage with Rider J paid for by the Town until he reaches age fifty-five (55) and becomes covered under the provisions of Section 1 of this Article.

ARTICLE XVI

RETENTION OF EXISTING BENEFITS

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

Section 2. When a death occurs to an employee's relatives contained in the list set forth below, the employee will be granted time off with pay up to four (4) days to cover the period between the death of the relative and the funeral, provided the employee is scheduled to work at that time and specifically takes the time off to attend the funeral.

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

In addition to the above benefits an employee will be entitled to take one (1) working day off with pay to attend the funeral for grandparents.

ARTICLE XVII

SAVINGS CLAUSE

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

Section 2. The parties hereto further agree that this Agreement will be subject to, comply with, and be governed by



all applicable laws, Executive Orders, rulings and regulations of any tribunal of competent jurisdiction.

#### ARTICLE XVIII

##### FMBA NEGOTIATING COMMITTEE - ITS RIGHTS AND DUTIES

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

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

Section 3. The President or Executive Delegate of the FMBA shall be granted a reasonable amount of leave from duty with full pay for all meetings of the FMBA State Executive Board and all membership meetings of the State FMBA when such meetings take place at a time when said officer is scheduled to be on duty, providing that said delegate gives reasonable notice to the Chief of the Fire Department. This will apply if the

President or Executive Delegate is on the day shift and only one (1) of these officers will be permitted off at a time.

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

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

## ARTICLE XIX

### LEAVES

#### Section 1. Special Leaves

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

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

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

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

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

rule requiring a doctor's note for a single day's absence for sickness will remain in effect.

ARTICLE XX

SENIORITY

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

ARTICLE XXI

BULLETIN BOARDS

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

ARTICLE XXII

EDUCATION AND TEST REVIEW

Section 1. The town will provide text books for approved training courses.

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

Section 3. Employees will be informed at least thirty (30) days prior to a promotional exam of the texts from which the examination questions will be taken.

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

Section 5. The Town will continue its current practice of offering directly related fire educational courses, seminars,

schools and programs to all employees of the Fire Department and shall be open to all members of the Department on an equitable basis. The information concerning same shall be posted within a reasonable time period prior to the actual date or dates.

ARTICLE XXIII

SICK LEAVE REDEMPTION

Section 1. Upon retirement, an employee will be paid one (1) day's pay calculated at an eight (8) hour rate for every four (4) days' unused sick leave subject to a maximum accumulation of ninety (90) days.

ARTICLE XXIV

MUTUAL AID

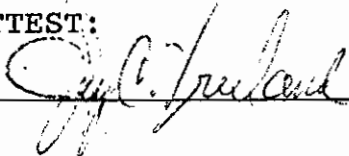
Section 1. Members of the Westfield Fire Department shall not be requested to respond as first due unit in any noncontiguous community where a labor dispute is in progress.

ARTICLE XXV

DURATION

This Agreement shall become effective upon execution by both parties and shall terminate on December 31, 1988.

ATTEST:



TOWN OF WESTFIELD

By 

FIREMEN'S MUTUAL BENEFIT  
ASSOCIATION, BRANCH #30

By 

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SCHEDULE A

SALARY SCHEDULE

Retroactive to January 1, 1986, the annual salaries of the Fire Department shall be as follows:

Captain of Fire Dept.	\$33,350.00
Lieutenant of Fire Dept.	30,750.00
Firemen in the fifth year and all subsequent years from date of appointment	28,650.00
Firemen in the fourth year from date of appointment	25,650.00
Firemen in the third year from date of appointment	22,800.00
Firemen in the second year from date of appointment	19,950.00
Firemen in the probationary period of one year	17,100.00

Effective January 1, 1987, the annual salaries of the Fire Department shall be as follows:

Captain of Fire Dept.	36,000.00
Lieutenant of Fire Dept.	33,050.00
Firemen in the fifth year and all subsequent years from date of appointment	30,375.00
Firemen in the fourth year from date of appointment	27,175.00
Firemen in the third year from date of appointment	24,150.00
Firemen in the second year from date of appointment	21,125.00
Firemen in the probationary period of one year	18,100.00

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Effective January 1, 1988, the annual salaries of the Fire Department shall be as follows:

Captain of Fire Dept.	38,700.00
Lieutenant of Fire Dept.	35,450.00
Firemen in the fifth year and all subsequent years from date of appointment	32,200.00
Firemen in the fourth year from date of appointment	28,800.00
Firemen in the third year from date of appointment	25,600.00
Firemen in the second year from date of appointment	22,400.00
Firemen in the probationary period of one year	19,200.00

SCHEDULE B  
EQUAL OVERTIME PROPOSAL

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

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