



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtnj.com>

Meeting: 03/19/12 07:00 PM

2012 ACTION ITEM NEGOTIATIONS

FMBA LOCAL 219

WHEREAS, the Township has an agreement that expires on December 31, 2011 with the New Jersey State Firemen’s Benevolent Association, Local 219, controlling certain terms and conditions of employment for the employees covered under the agreement; and

WHEREAS, the Township has negotiated a successor agreement covering the period of January 1, 2012 through December 31, 2014; and

WHEREAS, the New Jersey State Firemen’s Benevolent Association, Local 219, voted and its members ratified the changes as contained in the attached Memorandum of Agreement.

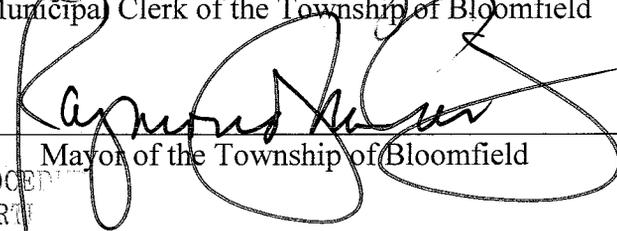
NOW, THEREFORE, BE IT RESOLVED, that the Mayor is hereby authorized to sign and the Clerk to attest and affix the seal of the Township of Bloomfield to the attached Memorandum of Agreement between the Township of Bloomfield, and the New Jersey State Firemen’s Benevolent Association, Local 219, for the period January 1, 2012 through December 31, 2014 incorporating the terms and conditions of employment as outlined in the attached Memorandum of Agreement subject to the dates being changed.

* * * * *

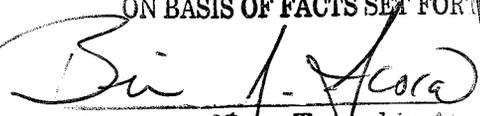
I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on March 19, 2012.



Municipal Clerk of the Township of Bloomfield



Mayor of the Township of Bloomfield

APPROVED AS TO FORM AND PROCEDURE
ON BASIS OF FACTS SET FORTH


Director of Law-Township Attorney

✓ Vote Record - Action Item 1092						
		Yes/Aye	No/Nay	Abstain	Absent	
<input checked="" type="checkbox"/> Approved						
<input type="checkbox"/> Defeated						
<input type="checkbox"/> Adopted	Elias Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Not Discussed	Michael Venezia	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled with no Vote	Peggy O'Boyle Dunigan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Approved no Vote	Bernard Hamilton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> No Motion	Raymond McCarthy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Discussed No Vote						

Memorandum of Agreement

1. All terms and conditions of employment contained in the parties' (Township of Bloomfield and FMBA 219) Agreement dated January 1, 2008 through December 31, 2011 shall remain in full force and effect, except as expressly modified herein.
2. The Term of the new Agreement shall be as follows: Effective immediately (upon ratification by Union and Township) and end on December 31, 2014.
3. The base salary cost for each step shall be increased by the following amounts:
 - a. Effective December 31, 2012, increase all steps and ranks on all salary schedules by 2%.
 - b. Effective January 1, 2013, increase all steps and ranks on all salary schedules by 2%.
 - c. Effective January 1, 2014, increase all steps and ranks on all salary schedules 2%.
4. The Township shall contribute \$550.00 for Dental insurance for all newly hired bargaining unit members whose hiring was made after October 1, 2011. Those employees shall be responsible for the difference between the Employer's contribution and the actual cost based upon the level of coverage the employee has selected; individual, parent/child, husband/wife, family etc.
5. All employees shall immediately (upon ratification by Union and Township) begin to contribute toward the cost of health benefits as provided for in Chapter 78, P.L. 2011 (approved June 28, 2011) Senate, No. 2937, and any other applicable State or Federal Law. Furthermore, all employees hired after October 1, 2011 shall be required to pay the higher amount of 15% of the cost of their health care benefits or any amount required under any State or Federal law or code.
6. Vacation for all employees hired after October 1, 2011 shall be as follows: 2 – 10 years 13 working days, 11-20 years 19 working days, 21 and over 21 working days.
7. Personal leave for all employees hired after October 1, 2011 shall be reduced to three (3) days per year.
8. If the provisions of Chapter 78, PL 2011 or any other State law that requires the FMBA employees to make a contribution for health benefits coverage are ever repealed, allowed to lapse, amended, altered or ruled invalid by a court of competent jurisdiction for any reason, the Township shall also honor that State law or ruling.

President FMBA Local #219

Steven Thomas Motzer
Captain Steven Thomas Motzer

Mayor:

Raymond J. McCarthy
Mayor Raymond J. McCarthy

FMBA Local #219

Via fax 973-337-6535

Brian Aloja, Esq.

RE: Township of Bloomfield and Bloomfield FMBA Local 219

(2012 – 2014 Memorandum of Agreement)



AGREEMENT

BETWEEN

TOWNSHIP OF BLOOMFIELD ESSEX COUNTY, NEW JERSEY

AND

**NEW JERSEY STATE FIREFIGHTERS' MUTUAL
BENEVOLENT ASSOCIATION, LOCAL NO. 219**

JANUARY 1, 2012 THROUGH DECEMBER 31, 2014

Brian J. Aloia LLC
2 Broad Street, Suite 407
Bloomfield, New Jersey 07003
Telephone: 973-337-6626

RECEIVED
TOWNSHIP OF BLOOMFIELD
BLOOMFIELD, NEW JERSEY
07003

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TOWNSHIP OF BLOOMFIELD
ADMINISTRATOR
BRIAN J. ALOIA

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PREAMBLE

This Agreement is entered into this _____ day of _____, 2012
by and between the TOWNSHIP OF BLOOMFIELD, in the County of Essex, New Jersey, a
municipal corporation of the State of New Jersey (hereinafter called the "Township" or the
"Employer") and NEW JERSEY FIREFIGHTERS' MUTUAL BENEVOLENT
ASSOCIATION, LOCAL 219 (hereinafter called the "Association") is designed to maintain and
promote a harmonious relationship between the parties.

ARTICLE I
RECOGNITION

The Township hereby recognizes the Association as the exclusive representative for all Collective Negotiations for all Fire Captains and Fire Official/Fire Protection subcode Official(s) of the Fire Department of the Township of Bloomfield, within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1.1 et seq.

ARTICLE II
MANAGEMENT RIGHTS

- A. The Employer hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting, the generality of the foregoing, the following rights:
1. To the executive management and administrative control of the Government and its properties and facilities and the assignment of its employees;
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
 3. To take any disciplinary action permitted by law for good and just cause.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and by the Constitution and Laws of New Jersey and of the United States.

ARTICLE III
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. Definition

The term "grievance" as used herein means any complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the ASSOCIATION on behalf of an individual employee or group of employees, or the Township. If an individual employee files a grievance, he shall certify that he first notified the ASSOCIATION and that the ASSOCIATION declined to file such grievance on such employee's behalf. Any grievance without such certification shall be denied summarily and the grievance procedure shall not be afforded to such employees.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE:

- (a) An aggrieved employee, the ASSOCIATION, on behalf of an aggrieved employee or employees, or the Township, shall institute action under the provisions hereof within seven (7) working days of the occurrence of the grievance, trying to solve the matter informally. Failure to act within said seven (7) days shall be deemed to constitute an abandonment of the grievance.
- (b) Should the grievance not be resolved informally, the grievance should be submitted, in writing on the appropriate forms to the Fire Chief.

STEP TWO:

- (a) In the event the grievance has not been resolved in or at Step One, the employee or ASSOCIATION shall, in writing and signed, file the grievance with the Fire Chief of the Fire Department, within three (3) calendar days following the informal discussions at Step One.
- (b) The Fire Chief shall render a decision in writing within five (5) calendar days from the receipt of the grievance. However, in the event the Fire Chief is on leave, off duty, or out of town, the five (5) calendar day time limit shall not begin running until the Fire Chief has returned.

STEP THREE:

- (a) In the event the grievance has not been resolved in or at Step Two, the employee

or the ASSOCIATION may appeal, in writing, the Fire Chief's determination to the Township Administrator within five (5) calendar days following the determination at Step Two.

- (b) The Township Administrator shall render a determination, in writing, within ten (10) calendar days from receipt of the appeal. However, in the event the Township Administrator is on leave, off-duty, or out of town, the ten (10) calendar day time limit shall not begin running until the Township Administrator has returned.

STEP FOUR:

- (a) In the event the grievance has not been resolved in or at Step Three, the employee or the ASSOCIATION may appeal, in writing, the Township Administrator's determination to the Mayor and Township Council within five (5) calendar days following the determination at Step Three.
- (b) The Mayor and Township Council shall render a determination, in writing, within fifteen (15) calendar days from receipt of the appeal.

STEP FIVE:

- (a) In the event the grievance has not been resolved in or at Step Four, the matter may be referred to arbitration as hereinafter provided.
- (b) In the event that the Township or the Association desires to submit a grievance to arbitration, the following procedure shall be followed:

- (1) The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party(ies) within ten (10) calendar days following receipt of the Mayor and Council's determination.
 - (2) The party demanding arbitration shall request the New Jersey State Board of Mediation or the New Jersey Public Employment Commission to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the Rules and Regulations of the New Jersey State Board of Mediation or the New Jersey Public Employment Relations Commission.
 - (3) The costs of the services of the arbitrator shall be borne equally by the Township and the Association.
 - (4) The decision of the arbitrator shall be in writing and shall include the reasons for such decision.
 - (5) The decision of the arbitrator shall be final and binding upon the Township and the Association.
- D. A failure to respond to any Step in this procedure by the Township or its agents shall be deemed to be a negative response, and upon the termination of the applicable time limits the grievance may proceed to the next step.
- E. Time limits may be extended by the parties by mutual written agreement.
- F. The Township reserves the right to file in writing, a grievance on its behalf with the President of the ASSOCIATION who shall conduct a conference with representatives of the Township within ten (10) calendar days of filing of the grievance. In the event no adjustment has been satisfactorily made within ten (10)

calendar days after such meeting, either party may file within ten (10) calendar days for final and binding arbitration in accordance with this Article.

- G. In the event the aggrieved elects to pursue remedies available through Civil Service, the aggrieved shall cancel the request for arbitration and the matter shall be withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Mayor and Council on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid to the party or parties canceling same.
- H. The Grievance Procedure may also be used when there is a denial for payment of medical expenses which the employee claims is work related.

ARTICLE IV

ASSOCIATION REPRESENTATIVES

- A. There shall be three (3) members of the ASSOCIATION negotiating committee who shall serve without pay when such meetings take place at a time when such members are not scheduled to be on duty. A maximum of three (3) will be granted leave from duty without loss of regular pay for all meetings between the Township and the ASSOCIATION for the purpose of negotiating the terms of an agreement when such meetings are at a time such members are scheduled to be on duty and upon twenty-four (24) hours notice to the Fire Chief
- B. The ASSOCIATION may designate a maximum of two (2) members for the purpose of processing grievances. Only one (1) may be granted leave from duty without loss of regular pay for time devoted to meetings between the Township and the ASSOCIATION for the purpose of processing grievances, when such meetings take place at a time during which said member is scheduled to be on duty and upon twenty-four (24) hours notice to the Fire Chief. The Township shall be notified annually as to the Association's selection of said grievance representatives.
- C. The President or Vice-President and Secretary of the ASSOCIATION shall be granted leave from duty without loss of regular pay for all local membership meetings when such meetings take place when said individuals are on duty. It is the intention of this Section that the aforementioned individuals will be granted leave from duty without loss of regular pay provided in the sole discretion of the Fire Chief that there are sufficient men now available for the needs of the Department.

- D. Upon prior approval of the Fire Chief of the Fire Department, the ASSOCIATION, where reasonably warranted, may use the Township's Firehouses for ASSOCIATION business.
- E. A duly accredited representative of the State ASSOCIATION may enter the Township facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances provided that there is not interference with the operations of the Department and further provided that permission has been secured in advance from the Fire Chief or his designee.
- F. The Township agrees to grant time off, without any loss of regular pay, for four (4) elected convention delegates to attend that annual F.M.B.A. Convention. The ASSOCIATION shall notify the Chief of the Fire Department as to the names of said four (4) delegates not later than sixty (60) days prior to said Convention.
- G. The Executive Delegate shall be granted leave from duty without loss of pay for all membership meetings of the State FMBA, if such meetings take place at a time when such officers are scheduled to be on duty, provided that they give reasonable notice to the Fire Chief of the Department. The Executive Delegate will return to duty after the meeting is concluded.
- H. Either the President, or Vice-President, or Secretary/Treasurer, or Executive Delegate of the ASSOCIATION shall be granted leave from duty without loss of regular pay to attend all local membership meetings, when such meetings take place when said individuals are on duty. It is the intention of this section that one of the aforementioned individuals will be granted leave from duty without loss of regular pay provided in the sole discretion of the Fire Chief that there are sufficient men now available for the needs of the Department.

ARTICLE V

DEDUCTIONS FROM SALARY

- A. The Employer agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S. 52:14-15.9 (e)), as amended. Said monies together with records of any corrections shall be transmitted to the Association Treasurer within three (3) working days from the payroll period ending date of each bi-weekly payroll period.
- 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 Employer written notice thirty (30) days prior to the effective date of such change and shall furnish new authorizations from its members showing the authorized deduction for each employee.
- C. The Association shall provide the necessary "check-off authorization" form and deliver the signed forms to the appropriate officers. The Association shall indemnify, defend and save the Employer 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 the Employer in reliance upon salary deduction authorization cards submitted by the Association to the Employer.

ARTICLE VI

NO-STRIKE PLEDGE

- A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting on its behalf will cause, authorize or support, nor will any of its members take part in any strike, concerted failure to report for duty, work stoppage, walkout or other interference with normal work procedures against the Employer. The Association agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement may be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of either the Grievance Procedure contained in Article III or applicable law, N.J.S.A. 40A:14-19 et seq.
- C. The Association will actively discourage and will take all affirmative steps which are necessary to prevent or terminate any strike, work stoppage, walkout or other deliberate interference with normal work procedures against the Employer.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE VII

HOURS OF WORK AND OVERTIME

- A. Employees assigned to line firefighting platoons, shall work a 24-72 work schedule. The 24-72 work schedule shall be based upon a recurring work period of 28 days consisting of a 24 hour tour of duty, followed by 72 hours off on a recurring basis. The aforementioned schedule constitutes a regular recurring work period within the meaning of Section 7(k) of the Fair Labor Standards Act ("FLSA"). Each employee's specific days on and days off duty shall be determined by the Township.
- B. During the time period within which the 24/72 Schedule is in effect, days shall be converted to "hours" on the basis of one (1) day equals twelve (12) hours. "Operational Periods" shall mean twelve (12) hours.
- C. The 24-72 work schedule shall qualify for and be consistent with the fire protection modification and exemption from overtime compensation provisions of the United States Fair Labor Standards Act, Section 7(k).
- D. No overtime shall be granted unless said individual works for a period equal to or in excess of seven and one-half (7-1/2) minutes beyond the regularly scheduled tour of duty. Those who work seven and one-half (7-1/2) minutes or more, but less than or equal to fifteen (15) minutes, shall be guaranteed one-quarter (1/4) hour at time and one-half (the regular straight time rate). Work in excess of fifteen (15) minutes shall be paid at the time and one-half (1-1/2) rate for all such time worked.
- E. In the event that an employee is recalled to duty for any other reason than a multiple alarm fire, the employee will be entitled to a minimum of four (4) hours work at overtime pay computed at time and one-half the regular straight time rate.

- F. In the event an employee is recalled to duty for a multiple alarm fire, the employee will be entitled to a compensatory day off.
- G. With the exception of recall to duty for a multiple alarm fire (Section E), hours worked in excess of those regularly scheduled as provided in Section A above, shall be deemed overtime provided such work has been authorized, and shall be compensated at one and one-half (1-1/2) times the regular rate of pay. In the computation of an employee's regular hourly rate of pay, an employee's base annual salary plus longevity shall be divided by two thousand one hundred eighty-four (2,184) hours.
- H. The present methods utilized in computation for overtime for those eligible shall be maintained as stated in a certain ordinance entitled, "An Ordinance Establishing An Overtime Pay Program for the Officers and Members of the Police and Fire Departments of the Township of Bloomfield", adopted October 21, 1963, Volume II of the Township Ordinances, pages 112, etc.
- I. Payment for overtime hours worked shall be made within thirty (30) days or the next pay thereafter, whichever is later. Overtime shall be paid at the rate of pay in effect on the date that the overtime is worked.
- J. A seniority list will be placed in the Headquarters and a copy will be made available to the President of the ASSOCIATION.

ARTICLE VIII

VACATION LEAVE

- A. Employees hired before October 1, 2011, shall receive vacation, with pay, according to the following schedule:

Upon being hired, an employee will be credited with one vacation day for each month of anticipated service up to December 31. Employees hired on or before the 15th day of the month shall get credit for one vacation day for the month in which the employee is hired. Employees hired on or after the 16th day of the month shall not receive any vacation day credit for the month in which the employee is hired.

On January 1, of the 2nd through the 10th calendar years of service, employees will be credited with sixteen (16) vacation days for the year.

On January 1, of the 11th through the 20th calendar years of service, employees will be credited with twenty-two (22) vacation days for the year.

On January 1, of the 21st calendar year of service, and each January 1 thereafter, employees will be credited with twenty-four (24) vacation days for the year.

- Employees hired on or after October 1, 2011, shall receive vacation, with pay, according to the following schedule:

Upon being hired, an employee will be credited with one vacation day for each month of anticipated service up to December 31. Employees hired on or before the 15th day of the month shall get credit for one vacation day for the month in which the employee is hired. Employees hired on or after the 16th day of the month shall not receive any vacation day credit for the month in which the employee is hired.

On January 1, of the 2nd through the 10th calendar years of service, employees will be credited with thirteen (13) vacation days for the year.

On January 1, of the 11th through the 20th calendar years of service, employees will be credited with nineteen (19) vacation days for the year.

On January 1, of the 21st calendar year of service, and each January 1 thereafter, employees will be credited with twenty-one (21) vacation

days for the year.

- B. During the time period within which the 24/72 Schedule is in effect, "vacation days" are to be converted into twelve (12) hours per vacation day. Vacation time may, upon approval of the Chief or designee, be taken in operational periods of twelve (12) hours.
- C. The total years of service after permanent appointment of each employee in the classified Department of Personnel shall be considered in determining annual vacation leave provided under the above schedule.
- D. Annual vacation leave can be carried over to December 31st of the second succeeding calendar year from the year it is carried.
- E. In the event an employee is injured or becomes ill immediately prior to his vacation, he shall not suffer any penalty and his vacation shall be rescheduled.
- F. When an employee's employment relationship with the Township is terminated for any reason, the amount of vacation and sick time credited at the beginning of the last year of employment shall be prorated by the amount of months and/or days worked in that year.

ARTICLE IX

HOLIDAY PAY

- A. Every employee shall be compensated for holidays at the rate of seven and ninety-seven hundredths percent (7.97%) of base, in lieu of time off, for holidays regardless of whether the employee is assigned to work on a holiday(s). The Township shall pay Holiday pay to all Fire Department and Fire Prevention staff personnel who are not assigned to work regular Fire Department shifts, but, rather are assigned to work administrative shifts and receive all municipal holidays.
- B. The base pay shall be established as of July 1, or effective date of termination by reason of death or retirement, if earlier, and shall consist of basic salary plus longevity. This compensation shall be in addition to the equivalent time paid for such holidays. Holiday pay shall be included in every employees' bi-weekly pay.
- C. As of January 1, 2001, holiday pay shall be included in the base pay as noted in the Salary Ordinance for the purpose of pension entitlements only. Holiday pay shall not be used in the computation of overtime, pay for work in higher rank or terminal leave.
- D. The Association hereby agrees that it will indemnify and hold the Township harmless from any claims and will not encourage, support or pursue any action in any forum with respect to the provisions of Section C, except a claim that the Township has failed to comply, or otherwise has breached, its contractual obligations under Section C. The Association agrees that holiday pay does not increase the firefighter's hourly pay rate for overtime or any other purpose and is included in base pay for the purpose of pension entitlements only.

ARTICLE X

SICK LEAVE

- A. Sick leave shall be granted in accordance with the New Jersey Department of Personnel rules and regulations.
- B. During the time period within which the 24/72 Schedule is in effect, "Day" is to be converted to hours at the rate of twelve (12) hours per day. Sick time may be taken in operational periods of twelve (12) hours.
- C. In the event an employee's illness causes his absence from work for a period greater than three (3) consecutive worked days, or totaling more than ten (10) accumulated days in any one calendar year, a physician's certificate secured at the employee's expense shall be required by the Township.
- D. Three (3) sick leave days aggregate shall be granted in a calendar year for sickness in the immediate family. If absent for sickness in the family for three (3) consecutive work days, a letter from said family member's attending physician shall be required of the employee, stating the employee's need to be at home. Immediate family is defined as mother, father, wife, husband, son, daughter, mother-in-law or father-in-law.
- E. Employees who retire after twenty-five (25) years or more of credited service in the pension system or employees retired on a disability pension approved as such by the New Jersey Division of Pensions, will be paid at the current salary figures of one (1) day's pay for every three (3) day's of accrued sick leave, without limitation on the number of accrued sick leave days and an additional one (1) day's pay for every four (4) days of accrued sick leave in excess of two hundred (200) days.
- F. In the event that an employee dies in the line of duty, his estate shall receive payment

for his accumulated sick days as prescribed above in E for retirement with twenty five (25) years of service.

- G. An employee who dies while still an active member of the Fire Department will have paid to his estate the following benefit at current salary figures: one (1) day's pay for every three (3) days of accrued sick leave, without limitation on the number of accrued sick leave days. Upon retirement or death while an active member of the fire department, payout of earned, accrued unused sick time will be based upon one (1) day being calculated at 8.4 hours.
- H. The Township shall offer optional buyback of up to five (5) days sick time a year for those who have accumulated at least twenty-seven (27) days and have not used any sick time during the year with option dropping by one (1) day for each sick day used.
- I. Employees shall retain all Extended Sick Leave, Catastrophic Illness rights under Township policy and New Jersey State law.
- J. When an employee's employment relationship with the Township is terminated for any reason, the amount of vacation and sick time credited at the beginning of the last year of employment shall be prorated by the amount of months and/or days worked in that year.

ARTICLE XI

HEALTH, DENTAL AND PRESCRIPTION DRUGS

A. Employees shall have the option to choose the Traditional Plan or the Direct Access Plan. However, all employees that remain in the Traditional Plan after April 1, 2008, will be required to pay the cost difference between the Traditional Plan and the Direct Access Plan based upon the employee's coverage (family, husband/wife, parent/child, parent/children, single, etc.) From January 1, 2007 forward Health Benefits coverage shall not mirror the State Health Benefits plan, and coverage shall not change without further negotiations. However, the Township may change insurance carriers, or be self-insured and as a result change insurance plans so long as substantially comparable to or better benefits compared to the existing plan. The Township shall take reasonable steps to ensure that employees are given written notice of any proposed change and a description of the proposed change, a reasonable period prior to the proposed change becoming effective, to ensure that employees have an opportunity to evaluate the proposal. The changes to health benefits negotiated between the Township and the Union shall not affect the health benefits received by retirees. Once retired, unless allowed under State or Federal law or negotiated otherwise, health benefits shall not change for the retiree, except that, retirees who retired with State Health Benefits shall continually mirror State Health Benefits as changes to the State Health Benefits Plan are implemented.

All employees shall immediately begin to contribute toward the cost of health benefits as provided for in Chapter 78, P.L. 2011 (approved June 28, 2011) Senate, No. 2937, and any other applicable State or Federal Law. Furthermore, all employees hired after

October 1, 2011, shall be required to pay the higher amount of 15% of the cost of their health care benefits or any amount required under any State or Federal law or code. If the provisions of Chapter 78, P.L. 2011 or any other State law that requires the FMBA employees to make contribution for health benefits coverage are ever repealed, allowed to lapse, amended, altered, or ruled invalid by a court of competent jurisdiction for any reason, the Township shall also honor that State law or ruling.

- B. In accordance with N.J.S.A. 40A:10-23, the Township agrees to pay the premium charges for certain eligible pensioners and their dependents covered under the health insurance plan set forth in Section A above, but not including survivors, if such employees retired on a benefit based on twenty-five (25) years or more of service credited in the retirement system, but including employees who retired on disability pensions based on fewer years of service credited in such retirement system.
- C. In the event that a statute is enacted during the term of the Contract, which statute provides for retirement based on twenty (20) years or more rather than twenty-five (25) years or more of service, then the Township shall provide the Health Benefits Program benefit to retired employees on the basis of twenty (20) years or more of service.
- D. For employees hired before October 1, 2011, the Employer agrees to provide dental insurance coverage. Said cost to Employer of such coverage for each employee shall be a maximum average cost of four hundred dollars (\$400) per employee. If costs go up on expiration of contract with Dental Insurance carrier, Township will pay the increase. The coverage will be for family, husband/wife, single, or employee/child, depending upon the employee's status.

For employees hired on or after October 1, 2011, the Employer shall contribute \$550.00 for Dental Insurance and the employees shall be responsible for the difference between the Employer's contribution and the actual cost based upon the level of coverage the employee has selected; individual, parent/child, husband/wife, family, etc.

E. Prescription Plan.

Employees agree to use the BeneCard Plan for his/her prescription drugs. Coverage under such Plan will be based upon the employee's status (family, husband/wife, parent/child, parent/children, single, etc.). The BeneCard Plan provides for a co-payment for each prescription of \$5.00 for generic drugs and \$10.00 for name brands. The Township reserves the right to change plans and/or carriers or to self-insure so long as equal or better benefits are provided. This is intended to be a continuation of the existing prescription drug plan.

ARTICLE XII

PAY FOR WORK IN HIGHER RANK

- A. Those employees assigned by the Chief of the Fire Department to perform the duties of a higher rank, shall be paid at the effective rate of pay for the first year of service for that rank, retroactive to the assignment to that rank.
- B. Payment for working in higher rank shall be made within thirty (30) days following the month in which the work in higher rank was performed.
- C. Employees will be paid hour for hour for each hour that is worked.

ARTICLE XIII

CLOTHING ALLOWANCE

- A. The Township shall provide an annual clothing allowance of six hundred dollars (\$600.00) to all employees, except the Fire Prevention Staff Personnel, payable on or prior to May 15 following the year the allowance was earned.
- B. An annual clothing allowance of seven-hundred and twenty-five (\$725.00) dollars shall be paid to the Fire Prevention Staff Personnel, payable on or prior to May 15 following the year the allowance was earned.
- C. The clothing allowance shall be paid to employees who are employed by the Township on January 1st of the given year and have been employed for twelve (12) months continuously prior to that date.
- D. The clothing allowance shall be pro-rated for employees who are employed by the Township for a portion of the preceding year according to the following formula:
 - 1. Upon completion of three (3) months' service - 25% clothing allowance.
 - 2. Upon completion of six (6) months' service - 50% clothing allowance.
 - 3. Upon completion of nine (9) months' service - 75% clothing allowance.
- E. The clothing allowance shall be pro-rated for employees who retire by payment for the portion of the year in which they retire according to the following formula:
 - 1. Upon completion of three (3) months' service - 25% clothing allowance.
 - 2. Upon completion of six (6) months' service - 50% clothing allowance.
 - 3. Upon completion of nine (9) months' service - 75% clothing allowance.
- F. The Township agrees upon the death of an active member, to pay the member's estate the total amount of clothing allowance as indicated in Article XIII, A. and B., regardless of

the number of months the member worked during the year.

ARTICLE XIV

PROTECTIVE GEAR

A. The Township shall provide the following protective gear:

1. Helmet
2. Turnout Coat
3. Boots
4. Turnout Bunker Pants
5. Gloves
6. Nomex Hood

B. CONTINUING EDUCATION

All Captains as of January 1, 2008 shall receive five hundred dollars (\$500.00) per year for Continuing Education. Such payments shall be made on or prior to May 15, respectively. Captains as of January 1, 2008 shall receive the continuing education payment of \$500 until they no longer hold the position of Captain (separation of employment, promotion, etc). Any employee promoted to the position of Captain after January 1, 2008, shall not be entitled to any continuing education payment.

C. A two hundred dollar (\$200) incentive payment will be made to a member of the bargaining unit who receives a fire-related degree BA/MA from an accredited college or university. One half to be paid in July and remainder in December.

ARTICLE XV

MATERNITY LEAVE

Each employee shall be granted two (2) working days leave, without loss of regular pay, for the birth of the employee's child. These days shall be taken at the employee's discretion within thirty (30) days of the birth. During the time period within which the 24/72 Schedule is in effect, "Working days" are to be converted into twelve (12) hours per working day.

ARTICLE XVI

BULLETIN BOARDS

A bulletin board, designated by the Fire Chief, shall be made available by the Township for the use of the ASSOCIATION for the purpose of posting ASSOCIATION announcements and other information not of an inflammatory or derogatory nature. The Township may have removed from the bulletin board any material which does not conform with the intent of the above provisions of this Article.

ARTICLE XVII

RETENTION OF BENEFITS

Except as modified by this Agreement, all provisions of Municipal Ordinances applicable to employees covered under this Agreement shall remain in full force and effect during the term of this Agreement.

ARTICLE XVIII

PERSONAL LEAVE

A. Employees covered under this Agreement shall be entitled to personal leave days annually without loss of regular pay, in addition to any other time off provided for in this Agreement. Employees hired before October 1, 2011 shall be granted personal leave days in accordance with the following schedule.

<u>Years of Service</u>	<u>Days of Personal Leave</u>
Less than 15 years	5
15 years or more	6

Employees hired on or after October 1, 2011 shall receive three (3) personal leave days per year.

- B. During the time period within which the 24/72 Schedule is in effect, "Leave days" are to be converted to twelve (12) hours per day.
- C. Requests for personal days shall be granted, so long as the employee provides reasonable advance written notice to the Fire Chief (except in the case of emergency) and, at the time of the request, three (3) or more vacation slots are not filled.
- D. Personal leave days shall not accumulate to the credit of the individual employee from year to year and if not taken during the calendar year, shall be lost.
- E. In the event an employee is unable to take personal leave days in the calendar year in accordance with Paragraph C of this Article, such personal leave days shall be granted upon the employee's request within a reasonable time following such requested personal leave days and may be carried over into the following year until the employee is permitted to take it.

ARTICLE XIX

DEATH IN FAMILY LEAVE

- A. Leave of absence of four (4) working days, without loss of regular pay, shall be granted to each employee upon the death of a member of his immediate family. Immediate family is defined as: mother, father, sister, brother, son, daughter, husband, wife, grandparents, step-children, step-parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-grandparents, spouse's grandparents, or such relative of either employee or spouse who may be residing in their household.
- B. One (1) day's leave without loss of regular pay, may be granted by the Fire Chief upon the death of other relatives.
- C. During the time period within which the 24/72 Schedule is in effect, "Working days" are to be converted to twelve (12) hours per working day.

ARTICLE XX

RETIREMENT

- A. Upon an employee's retirement, the Employer shall provide a written accounting of the amount of accumulated, earned but deferred benefits such as accrued sick time, vacation time, holiday pay and Time Coming.
- B. Upon agreement to spread payments over a period of time, Employer shall provide the employee with a schedule of the dates of payment.
- C. Employees shall retain all pension rights under New Jersey Law.

ARTICLE XXI

SALARIES

A. The salary for all employees covered by this Agreement is set forth in the Schedule noted below:

1. Pay stubs provided with paychecks shall indicate work hours and the rate of pay. Upon an employee's request, his or her paycheck shall be placed in an envelope.
2. Firefighter Members of the Fire Department shall receive credit for prior creditable service in their respective positions and office in such department so that existing years of creditable service in their respective position and office in the department shall determine the annual salaries of such officers and members in the Department. The annual salary according to years of creditable service shall be determined and shall become effective on the first bi-weekly pay period in which the respective annual anniversary dates fall.
3. Firefighter Members of the Fire Department of the Township of Bloomfield terminating their services with the Township shall be paid one-twelfth (1/12) of their annual salary for each complete month by the Township.

B. Salary Schedule(s)

The salaries of Members of the Fire Department of the Township of Bloomfield covered by this Agreement are fixed and determined by ordinance as follows:

Captains

Effective December 31, 2012

Effective January 1, 2013

Steps	Base Pay	Holiday Pay*		Base Pay	Holiday Pay*
1	102,186.00	8,144.22		104,230.00	8,307.13
2	106,051.00	8,452.26		108,172.00	8,621.31
3	109,917.00	8,760.38		112,115.00	8,935.57
4	113,783.00	9,068.51		116,059.00	9,249.91
5	116,790.00	9,308.16		119,126.00	9,494.34

Effective January 1, 2014

Steps	Base Pay	Holiday Pay*
1	106,315.00	8,473.31
2	110,335.00	8,793.70
3	114,357.00	9,114.25
4	118,380.00	9,434.89
5	121,509.00	9,684.27

Fire Officials/FPSO:

Effective December 31, 2012

Effective January 1, 2013

Steps	Base Pay	Holiday Pay*		Base Pay	Holiday Pay*
1	116,790.00	9,308.16		119,126.00	9,494.34
2	125,024.00	9,964.41		127,524.00	10,163.66

Effective January 1, 2014

Steps	Base Pay	Holiday Pay*
1	121,509.00	9,684.27
2	130,074.00	10,366.90

*See Article IX-C

ARTICLE XXII

LONGEVITY

A. A longevity program based upon the employee's length of service with the Township of Bloomfield from the date of original appointment, provided there is uninterrupted service, shall be provided upon the following basis:

After five (5) years of service	-	2%
After ten (10) years of service	-	4%
After fifteen (15) years of service	-	6%
After twenty (20) years of service	-	8%
After twenty-four (24) years of service	-	10%

B. The longevity credit shall be automatic and shall be paid upon completion of the prescribed years of service.

C. There shall be no longevity service credit for the period an employee is on leave of absence without pay.

D. Longevity pay shall be considered as together with base pay for pension purposes.

E. Longevity pay shall be paid with each earned bi-weekly salary check during the calendar year at the percentage of the employee's regular permanent salary.

F. Any interruption of service due to a cause beyond the control of the employee such as military service, injury in line of duty, sick leave, or other approved official leave of absence, with pay, shall be considered as service for the Township of Bloomfield for the purpose of determining the completion of said accumulated years of service with the Township of Bloomfield.

- G. Longevity pay shall be paid notwithstanding the fact that an employee of the Township is receiving the maximum salary provided in the regular salary ordinance.
- H. The anniversary date of the employment for purposes of this Article shall be the employee's date of hire.

ARTICLE XXIII

AGENCY SHOP

- A. The Township shall deduct the fair share fee from the earnings of those employees who are not members of the Association and shall transmit the fee to the majority representatives.
- B. The deduction shall commence for each employee who is not a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished by the Association to the New Jersey Public Employment Relations Commission.
- C. The fair share fee for services rendered by the Association shall be in the amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fees exceed 85 percent of the regular membership dues, fees and assessments.
- D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration and to secure the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.
- E. The Association shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Association. This appeal

procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

- F. The Association shall indemnify, defend, and save the Township 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 the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Township, or in reliance upon the notification from the Association advising of such changed deductions.

ARTICLE XXIV

TERMINAL LEAVE

Members of the Fire Department of the Township of Bloomfield terminating their service with the Township shall be paid one-twelfth (1/12th) of their annual salary for each complete month employed by the Township. Members of the Fire Department working a part of a month shall be paid for the actual days worked in the final month of employment.

ARTICLE XXV

TERM AND RENEWAL

This AGREEMENT shall be in full force and effect as of January 1, 2012 and shall remain in effect to and including December 31, 2014. Collective negotiations for a successor Agreement shall be concluded by and between the parties in accordance with the then applicable statutes and rules and regulations of the Public Employment Relations Commission.

WHEREAS the parties have here unto set their hands and seals this 28 day of

June, 2012.

BLOOMFIELD FIREFIGHTERS'
MUTUAL BENEVOLENT ASSOCIATION,
LOCAL 219

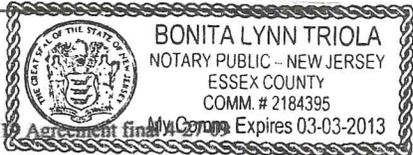
BY: [Signature]

Attest: Bonita L. Triola

TOWNSHIP OF BLOOMFIELD
COUNTY OF ESSEX
NEW JERSEY

BY: [Signature]

Attest: [Signature]



19772 FMBA Local 219 Agreement final