

**AGREEMENT**

**By and Between the Municipality of  
Princeton**

**And**

**Princeton FMBA Local 72**

**May 1, 2020 through  
December 31, 2025**

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## **PREAMBLE**

This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, 2022, by and between the MUNICIPALITY OF PRINCETON, in the County of Mercer, a Municipal Corporation in the State of New Jersey (hereinafter referred to as the “Municipality”), and the Firefighters Municipal Benevolent Association Local No. 72 (hereinafter referred to as the “Union” or “FMBA”), represents the complete and final understanding on all issues negotiated between the Municipality and the Union and is designed to maintain and promote a harmonious relationship between the Municipality and such of its employees who are covered by Section 1, Recognition, in order that more efficient and progressive public service may be rendered.

## **ARTICLE 1**

### **RECOGNITION**

1.1 The Municipality hereby recognizes the FMBA as the sole and exclusive representative for purposes of collective negotiations for all regularly employed full time rank and file firefighters employed by Princeton.

1.2 Excused from Section 1.1 are the following:

Managerial executives, confidential employees and supervisors within the meaning of the Act; craft employees, professional employees, police, casual employees; superior fire officers; per diem part-time firefighters; and all other employees of the Municipality of Princeton.

1.3 Unless otherwise indicated, the terms “employee”, or “employees” when used in this Agreement, refer to all persons represented by the Association in the above defined negotiating unit.

**ARTICLE 2**

**DURATION**

- 2.1. The Municipality and the FMBA agree on the duration of the Agreement shall be a period for a period commencing May 1, 2020 and ending December 31, 2025. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the expiration date until the parties have mutually agreed to a successor agreement. Firefighters hired prior to May 1, 2020 shall be given credit for their date of hire for purposes of the probationary period and the salary guide. Upon expiration of the term of this agreement all salaries will remain frozen at 2025 rates, except as set forth in Article 9, pending completion of collective negotiations for a new agreement.

**ARTICLE 3**

**NON-DISCRIMINATION**

- 3.1. There shall be no discrimination against any employee because of race, color, creed, age, sex, marital status, membership or non-membership in any employee Association or Local, for participation or lack thereof in legal association activities, national origin, political belief, service in the armed forces, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, gender identity or expression, disability or atypical hereditary cellular or blood trait, or any other characteristic protected by law.
- 3.2 There shall be no discrimination against any employee because of union affiliation or

activity or political affiliation or activity, except as is consistent with State and Federal law.

#### **ARTICLE 4**

##### **MEDICAL, PRESCRIPTION AND DENTAL COVERAGE**

- 4.1 A. Bargaining unit members shall be entitled to health insurance and prescription coverage through the New Jersey State Health Benefits Plans (SHBP. Eligibility for enrollment in the SHBP for medical insurance and prescription insurance for employees and their eligible dependents as defined by the SHBP is effective sixty days after the date of hire.
1. The Municipality will provide coverage for employees and eligible dependents. Employees may enroll in any of the health benefit programs offered by the SHBP.
  2. The Municipality may substitute for the above specified health benefit programs such alternative carriers or programs as may continue to provide the same or similar benefits. In the event the PBA agrees to a change in health benefit programs or insurance carriers the FMBA agrees to such changes. Any change in contribution levels that are applied to members of the PBA shall be applied to bargaining unit members
  3. Employees shall pay a contribution towards the cost of health benefits at the Tier IV amount as set forth in P.L. 2011, Chap. 78 (NJSA 52:14-17:28, et. seq.)
  4. An employee who becomes a member of a State or locally administered

retirement system on or after May 22, 2010, shall pay in retirement an amount as set forth in P.L. 2010, Ch. 2 (NJSA 52:14-17:28, et. seq.), notwithstanding any other amount that may be required additionally pursuant to this paragraph by means of a binding collective negotiations agreement.

- B. Any member of the bargaining unit who elects to obtain health insurance coverage through his/her spouse, and not through the Municipality, shall be paid a waiver sum to be set by the employer, which shall not exceed any statutory limit or cap. In addition, in order to participate in the program, an employee must show proof of insurance prior to the issuance of the payment. This proof of insurance must be done on a yearly basis. Employees who receive coverage provided by the employer through their spouse or as a dependent shall not be eligible for a waiver payment. Employees who only waive coverage for part of the year, or who retire during the year, shall only be entitled to a prorated amount. Employees who retire will no longer be eligible for a waiver payment.
  
- C. The Municipality will provide dental coverage for the employees and their eligible dependents consistent with that provided to other employees of the Municipality and as defined by the insurance carrier. Members of the bargaining unit shall receive at least sixty (60) days' notice of any intended change in dental coverage.

#### 4.2 Retiree Medical Coverage

- A. Employees who retire from the Municipality, who have twenty-five (25) years of credited service in the New Jersey Police and Firemen's Retirement System or any other

New Jersey State retirement system will be provided with the Medical Insurance Plan and prescription benefits as set for in Section 4.1 above for themselves and eligible dependents who are covered by the Plan at the time of retirement, until the death of the retiree, at which time dependents are eligible to purchase health benefits under COBRA.

- B. Coverage is limited to the same persons who are covered at the time of retirement, and only to the extent that the retiree and those same dependents are eligible under the rules of the plan for the type of coverage in effect at the time of retirement until the death of the retiree at which time dependents are eligible to purchase prescription benefits in the same way as the health benefits through COBRA.
- C. Furthermore, no coverage will be provided during the period when medical coverage is furnished the retiree from another source. The retiree is responsible for notifying the Municipality at the start of such coverage and at its termination.
- D. A retired employee and spouse and/or dependents eligible for Medicare coverage by reason of age or disability must be enrolled in both Part A (Hospital Insurance) and Part B (Medical Insurance) in order to be eligible to receive health benefits paid for by the Municipality. Both parts of Medicare are available from the Social Security Administration. Upon enrollment in Medicare, the Municipality's health benefit plan becomes the secondary provider to Medicare. Proof of that enrollment, a photocopy of the Medicare card(s), must be submitted to the Municipality in order to remain enrolled in any of the Municipality's health benefit plans. In addition, evidence of

enrollment must be provided to the SHBP and/or the insurance carrier. Failure to enroll in both parts of Medicare when eligible will result in the retiree's and/or dependent's coverage being terminated. If coverage is terminated because of non-enrollment in Medicare Parts A and B, coverage may be reinstated upon the Municipality receiving proof of full Medicare enrollment. Coverage will be reinstated effective the month following receipt, not retroactively.

- E. To the extent the health plan and/or benefits are changed for current employees, those same changes will take effect and be applied to the retirees.

#### 4.3.1 Disability Retirement or Line of Duty Death

The Municipality shall provide to all employees and their spouses and eligible dependents, medical, prescription, under the New Jersey State Health Benefits Plan, and dental benefits at no cost to the retiree or survivors for any employee who retires pursuant to an approved ordinary or accidental disability retirement from the Police and Firemen's Retirement System based on a line of duty disability, or in the case of a line of duty death. In the event the retiree should predecease his or her spouse, the surviving spouse and/or children shall continue coverage provided that the Municipality covered the surviving spouse and/or children at the time of the retiree's death. Surviving spouses that remarry will not be entitled to the medical benefits. Dependent coverage will stop based on the age of the child that is stated in the current New Jersey statutes and/or New Jersey State Health Benefits regulations.



**ARTICLE 5**

**PENSION CONTRIBUTION**

- 5.1 The Municipality will contribute on behalf of all bargaining unit members towards the applicable State Pension/Retirement System pursuant to provisions of the laws of the State of New Jersey.

**ARTICLE 6**

**UNIFORMS**

- 6.1 The Municipality will furnish, upon initial hire, and upon need, necessary protective firefighting gear and work uniforms.
- 6.2 All uniforms and gear shall meet the minimum standards set forth by NFPA.
- 6.3 Uniforms and protective gear will be replaced by the Municipality when said uniforms and protective gear are presented by the employee as no longer fitting or are worn to such a degree as they are no longer presentable for wear.

**ARTICLE 7**

**JOB DESCRIPTION**

- 7.1 Job Description

Firefighters shall perform duties in accordance with the job description adopted by the Municipality and subject to any revisions. The Municipality will provide the FMBA notice of any proposed change to the job description and will negotiate with the FMBA with respect to any changes to the job description that are mandatorily negotiable.

All firefighter hired after January 1, 2022 will be required to be licensed and/or certified to perform the duties of Fire Inspector and to maintain the required certification.

Firefighters currently holding the Fire Inspector certification will be required to maintain the certification. Firefighters currently employed who do not have the inspector certification will be required to make a good faith effort to obtain the certification within two (2) years of the date of execution of this agreement. The municipality will cover the costs of all required training.

## **ARTICLE 8.**

### **PROBATONARY STATUS**

- 8.1 All employees shall serve a probationary period of six (6) months at the commencement of their employment. The employer has the option of extending the probationary status for an additional period up to six (6) months when the evaluations of the employee during the initial six month probationary period are unsatisfactory. The decision not to continue the employment of an employee at the conclusion of the probationary period, or extended probationary period, shall not be subject to the parties' grievance procedure.

**ARTICLE 9**  
**ANNUAL SALARIES**

<u>Steps</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
<u>Probationary period</u>	\$49,000	\$50,000	\$51,000	\$52,000	\$53,000	\$54,000
<u>After Probationary period Step 1</u>	\$52,000	\$53,000	\$54,000	\$55,000	\$56,000	\$57,000
<u>Step 2</u>		\$56,500	\$57,500	\$59,500	\$59,500	\$60,700
<u>Step 3</u>			\$61,000	\$62,100	\$63,350	\$64,600
<u>Step 4</u>				\$66,000	\$67,200	\$69,300
<u>Step 5</u>					\$71,200	\$73,200
<u>Step 6</u>					\$75,100	\$77,100
<u>Step 7</u>					\$79,000	\$81,000
<u>Step 8</u>					\$82,900	\$85,000

Firefighters shall remain on Step 1 for six months. Firefighters shall thereafter move to the subsequent step after one year on their anniversary date. . Salary step shall be determined by service time from appointment as a paid firefighter under the terms of the collective negotiations agreement. There shall be no guide movement upon expiration of this agreement and prior to execution of a successor agreement with the exception of firefighters being permitted to move up one step on the guide only in the event a new contract is not settled as of one year after the expiration of this agreement.

Firefighters hired as paid firefighters on or before the date of execution of this agreement shall receive retroactive salary and compensation adjustments back to May 1, 2020, or their date of hire if after May 1, 2020, after execution of this agreement. Other firefighters shall be placed on the appropriate guide step prospectively only.

Effective January 1, 2022, the firefighters assigned to work on the Firefighting Platoon

shall receive an additional stipend of \$4,000 annually, which shall be paid on a prorated basis as part of the regular pay schedule. Firefighters assigned to the Firefighting Platoon for less than one full calendar year will receive the stipend on a prorated basis for the period of time, in excess of 30 calendar days, that they are assigned to the Firefighter Platoon.

New firefighters shall be placed on the salary guide effective upon their appointment as a paid firefighter. Lateral hires from paid career fire departments may be given credit for their years of service as paid firefighters on the salary guide.

## **ARTICLE 10**

### **MAINTENANCE OF OPERATIONS**

- 10.1 It is recognized that the need for continued and uninterrupted operation of the Municipality is of paramount importance to the citizens of the community, and that there should be no interference with such operations.
- 10.2 Neither the FMBA, nor any person acting on its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike, (i.e., the concerted failure to report for duty, or stoppage of work, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, sickout, walk out or other illegal job action against the Municipality.
- 10.3 The FMBA agrees that it will act in good faith to comply with this Article to prevent its members from participating in any strike, work stoppage, slowdown or other activities, or support any action by any other employee or group of employees of the Municipality.
- 10.4 Nothing contained in this agreement shall be constructed to limit or restrict the Municipality in its right to seek and obtain such judicial relief as it will be entitled to

have in law or equity for injunction or damages, or both, in the event of such breach by the Association or its members.

**ARTICLE 11**

**SENIORITY**

- 11.1 Seniority will go by badge number starting at 01.
- 11.2 Seniority for the six bargaining unit members appointed prior to the execution of this agreement shall be based on years of prior service as a volunteer firefighter with the municipality. Seniority for all other bargaining unit members will be based on date of appointment as a paid firefighter for the Municipality.
- 11.3 For firefighters appointed on the same date, seniority, and badge number will be based on length of prior service as a volunteer firefighter.

**ARTICLE 12**

**VACATION**

- 12.1 Employees shall be entitled to annual vacation allotment as follows:

0-12 months	12 hours per month
Completion of 1 year to 5 years of Service	144 hours
Completion of 5 years to 10 years of service	156 hours
Completion of 10 years to 15 years of service	180 hours
Completion of 15 years to 20 years of service	216 hours

Completion of 20 years of continuous service. 240 hours

New Firefighters cannot utilize vacation time until the completion of two (2) full months of employment.

- 12.2 Vacation picks for the year shall be submitted and approved in accordance with the procedures set by the Director of Emergency and Safety Services/Chief. Vacation picks will be based on availability and seniority. Only one employee per shift, on each platoon, shall be permitted to take vacation on the same day.
- 12.3 Vacation time shall be used in the year in which it was earned. No more than forty-eight (48) hours of vacation time may be carried over with the written approval of the Director and/or Fire Chief and the municipal administrator.

### **ARTICLE 13**

#### **HOLIDAYS**

- 13.1 Each employee of the bargaining unit shall be entitled to receive one hundred four (104) hours of holiday pay. Employees scheduled to work on a holiday will be required to do so without any additional compensation. Employees who do not work a full calendar year will have their holiday time prorated. Holiday pay will be paid as part of the Firefighter's bi-weekly paycheck.

## ARTICLE 14

### HOURS OF DUTY AND OVERTIME

14.1 The work shift for each bargaining unit members assigned to the Firefighting Platoon shall be 24 hours with the specific shifts and schedule to be set by the Director/Fire Chief. Bargaining unit members assigned to the Firefighting Platoon shall receive twelve (12) hours of “Kelly” time every twenty-seven (27) calendar days to be scheduled by the Director of Emergency and Safety Services/Chief. The Director/Chief will notify the bargaining unit members of their scheduled “Kelly” time thirty days in advance.

The work shift for bargaining unit members assigned to the Inspection Platoon shall be either, eight, ten or twelve hours long with the specific hours and days to be set by the Director/Chief.

Firefighters shall be permitted to select their choice of Platoon on an annual basis. Selections will be based on seniority. Firefighters may be assigned to work in either Platoon, on a temporary basis, at the discretion of the Director/Fire Chief. Firefighters assigned from the Firefighting Platoon to the Inspection Platoon on a temporary basis will not lose their stipend.

14.2 Any work beyond two hundred twelve (212) hours within a twenty-eight (28) day work period shall be at the overtime rate of time and one-half. Vacation, personal and compensatory time shall be included in the 212 hours.

14.3 An employee who is recalled to work while off duty shall be compensated for a minimum of four hours.

14.4 When overtime is available for bargaining unit members it shall be provided based on seniority. The employer reserves the right to mandate overtime when necessary to

maintain sufficient manpower.

## **ARTICLE 15**

### **COMPENSATORY TIME**

- 15.1 In lieu of overtime, bargaining unit members shall have the right to request compensatory time for all overtime hours. Compensatory time shall be calculated at the rate of time and one half for every hour worked.
- 15.2 Compensatory time off must be scheduled with the approval of the Fire Chief and/or the Director of Emergency Services/Chief at a minimum of one week prior to the proposed date to be scheduled off.
- 15.3 Compensatory time will not be granted when it will cause the shift to drop below minimum staffing. Bargaining unit members will be provided with notice of the minimum staffing requirements for each Platoon and/or for each shift.
- 15.4 Compensatory time can be accrued up to a limit of 100 hours. Any overtime after an employee reaches the limit of 100 hours of compensatory time must be paid as overtime.

## **ARTICLE 16**

### **SICK LEAVE, PERSONAL TIME AND FAMILY LEAVE**

- 16.1 Bargaining unit members shall be entitled to 144 hours of paid sick leave annually to be used when an employee is unable to work due to illness, injury, accident, and/or exposure to contagious disease that is not job related. Unused and accrued sick leave shall be



carried over from year to year without limit.

- 16.2 Employees shall be entitled to thirty-six hours of personal leave per calendar year. Such leave shall not be carried over and will be forfeited at the end of the year. Personal leave shall be scheduled at least two (2) days in advance except in the case of a true emergency, which may require documentation. Personal leave shall not be scheduled for use in conjunction with vacation periods or any other periods of paid leave except for funeral leave or when provided with permission by the Fire Chief and/or Director of Emergency Services. Personal leave shall not be unreasonably withheld from any firefighter.
- 16.3 Nothing contained in this provision shall be construed as conflicting with any employee rights under the Federal Family and Medical Leave Act and the New Jersey Family Leave Act.

## **ARTICLE 17**

### **MUTUAL EXCHANGE OF TOURS**

- 17.1 Mutual tour exchanges shall be granted with the approval of the Director/Chief or his/her designee in charge. All tour exchanges must be submitted and approved in writing. Once approved, each employee is responsible for fulfilling his/her new shift responsibility. In no case will a tour exchange result in overtime or additional pay for either employee

## **ARTICLE 18**

### **WORKPLACE INJURY**

- 18.1 In the event an employee becomes disabled by reason of work-related injury or illness and is unable to perform his/her duties, the employee will be entitled to full pay for a

period of up to one (1) year, provided all conditions of this Article are met and subject to Section 18.2 below. When an employee returns from injury leave, the employee shall be entitled to a new period of injury leave for a period of up to one (1) year only if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

- 18.2 When an employee receives Worker's Compensation payments for the period of his or her leave of absence for up to one year, based on a work related injury or illness, the Municipality will only pay the employee the difference between the worker's compensation payment and his/her full pay during the period of his/her injury/disability leave.
- 18.3 Any employee who is injured whether slight or severe, while performing the duties of firefighter, must make an injury report prior to the end of the tour to the Director/Chief or their designee. It is understood that the employee must file an injury report with the Director/Chief so that the Municipality may file the appropriate Worker's Compensation claim. Failure to report said injury will result in the failure of the employee to receive compensation under this Article.
- 18.4 In the event the employee is cleared to return to work by the worker's compensation carrier, through its consulting health care provider, the period of paid injury leave will end.

## **ARTICLE 19**

### **BEREAVEMENT LEAVE**

- 19.1 In the event of the death of a member of the employee's immediate family or the death of any other relative of the employee who resides with the employee, the employee will be

granted a leave of absence with pay from the day of death to the day of burial or memorial service, inclusive, not to exceed a maximum of forty-eight (48) hours.

“Immediate family” shall include husband, wife, domestic partner, mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, brother, grandmother, grandfather and grandchild.

- 19.2 In the case of death of an uncle, aunt, nephew, niece, brother-in-law, sister-in-law, and cousins of the first degree, niece, or nephew of a firefighter’s spouse, grandparents, aunt or uncle of a firefighter’s spouse the employee shall receive up to a maximum of twenty-four (24) hours paid leave provided the employee attends the funeral or memorial service.
- 19.3. Twelve (12) hours leave may be used within a three (3) month period to conduct any type of business pertaining to the deceased who is a member of the immediate family.

## ARTICLE 20

### TRAINING AND EDUCATION

#### 20.1 Mandatory Training

The Municipality shall provide training to all members covered by this agreement in accordance with but not limited to State Law. Training shall be offered during the workday where possible. Cost for the State or Department mandated training courses will be paid by the Municipality. The Municipality will compensate the employee at the applicable and current IRS guidelines per mile for the use of the employee’s own motor vehicle to attending in-service training which schooling and /or in-service training is required by the State of New Jersey, Division of Fire Safety and not held at the Princeton Fire Department. Employees shall be compensated at their overtime rate of pay for off-hours training when required and approved by the Director/Chief.

- 20.2 Each member covered by this agreement can request the opportunity to receive additional job-related training. Members shall submit their request for training courses to the Director/Chief for approval. Once approved by the Director/Chief of Emergency Services, the cost of the training shall be paid by the Municipality. The Director/Chief of

Emergency Services will keep an accurate record of the hours used by each employee for additional training when training is allowed to occur during on duty hours. Employees who attend voluntary training when off duty will not be entitled to any additional compensation.

20.3 Higher Education – The Municipality will contribute up to the sum of \$3500 each year towards the cost of tuition, books and fees at an accredited college or university so long as:

- A. The program must be approved by the Director/Chief and in a field of study directly related to firefighting and the firefighting profession.
- B. The employee must achieve a grade of “C” or better.
- C. If the employee leaves employment less than two (2) years after completing the coursework, they will be required to reimburse the employer for the costs covered.

## ARTICLE 21

### PERSONNEL FILES

21.1 A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained as per Municipality’s policy.

21.2 Upon advanced notice at reasonable times, a bargaining unit member may review his/her personnel file. However, this review must be made through the Director/Chief in charge of personnel or his/her designated representative at times mutually convenient

21.3 Whenever a written complaint concerning an employee or his/her actions is to be placed in his/her personnel file, a copy shall be made available to him/her. The employee shall

be given the opportunity to rebut the complaint if he/she so desires. Employees shall be given the opportunity to have any rebuttal placed in his/her personnel file.

## ARTICLE 22

### GRIEVANCE PROCEDURE

- 22.1 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. 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.
- 22.2 The term "grievance" as used herein, means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application, or violation of the terms of this agreement.
- 22.3 Any grievance or dispute, which will arise between the parties, including the application, meaning, or interpretation of the Agreement, shall be settled in the following manner:

STEP 1. The FMBA, with or without the aggrieved employee, shall take up the grievance or dispute with the Director of Emergency Services/Chief within ten (10) calendar days of the date the union or the employee knew or should have known of the occurrence of the grievance. The Director of Emergency Services/Chief shall attempt to adjust the matter and shall respond to the Union within five (5) calendar days. If the grievance or dispute is not taken up in accordance with this provision within ten (10) calendar days upon learning of the existence of the alleged grievance or dispute, it shall be deemed abandoned.

STEP 2. If the grievance has not been adjusted satisfactorily under Step 1 in the time limited there under, it may be presented in writing to the Municipal Administrator within ten (10) calendar days after the /Chief's response is due. The Municipal Administrator shall respond to the Union in writing within five (5) calendar days. If the grievance is not presented in writing in accordance with this provision within ten (10) calendar days, it shall be deemed abandoned.

STEP 3. If the grievance is not resolved under Step 3 within the time limited there under, the FMBA will advise the Municipal Administrator that the union will be proceeding to binding arbitration in accordance with the rules and regulations of the Public Employment Relations Commission. A request for binding arbitration must be filed within 30 days of the date the decision is due at Step 2. Failure to file within thirty (30) days will result in the grievance being deemed abandoned.

22.4 Binding arbitration proceedings shall be conducted by an impartial arbitrator to be selected by the Municipality and the Union within a list provided by the Public Employment Relations Commission.

22.5 The costs for the services of the arbitrator shall be borne equally by the Municipality and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring same. The arbitrator shall have the authority to hear and determine the grievance, and his/her 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. The Arbitrator shall only have the authority to consider a grievance challenging the application, interpretation or violation of the express terms of this agreement.

### **ARTICLE 23**

#### **DEFENSE OF CERTAIN LEGAL PROCEEDINGS**

23.1 Whenever a member of FMBA local 72 is defendant in any action or legal proceedings arising out of or incidental to the performance of his/her duties, the governing body of the Municipality shall provide said member or Firefighter with the necessary means for the defense of such actions in accordance with N.J.S.A. 40A:14-28

## ARTICLE 24

### ASSOCIATION RIGHTS AND BUSINESS LEAVE

- 24.1 The Association President or his/her designated representative shall be granted a reasonable amount of time during his/her regular work hours, without loss of pay, to present, discuss and adjust grievances with the Municipality. The Association Officer shall not leave his/her work without first obtaining the permission from their immediate supervisor, which permission shall not be unreasonably withheld.
- 24.2 FMBA Local 72 shall furnish to the Municipality in writing the names of its elected officers, Grievance, and Negotiating Committee members. Any changes thereto shall also be furnished in writing.
- 24.3 FMBA Local 72 and the Municipality agree to grant the necessary time-off to the authorized delegates to attend the NJ State FMBA Conventions in accordance with the provisions of N.J.S.A. 40A:14-177. FMBA 72 shall submit the Convention dates and the names of said delegates to the Department head at least forty-five (45) days prior to the Convention. At the request of the Department head or his/her designee, each delegate shall furnish a certificate of attendance, attesting to the dates he/she attended the State Convention.
- 24.4 Either the Executive Delegate or President of the FMBA shall be granted leave from duty of twelve (12) hours, with full pay for the regular monthly meetings of the NJ State FMBA. The FMBA shall submit regular scheduled monthly meeting dates and the names of said Delegate and/or President to the Department head at least 6 months prior to the

monthly meeting. In the event the regularly scheduled State FMBA meeting date is changed, the FMBA shall provide the Municipality with notice of the change in meeting date as soon as practical.

## ARTICLE 25

### DUES CHECK OFF

- 25.1 The Municipality agrees to deduct Association dues from each member of the Association, when expressly authorized in writing by the member, by automatic payroll deduction in such amount as determined by the Association and certified to the Municipality by the Treasurer and/or President of the Association each pay period and remit same to the Treasurer within the next pay period from the scheduled pay day.

## ARTICLE 26

### MANAGEMENT RIGHTS

- 26.1\_ Except as modified by the terms of this Agreement, the Municipality hereby retains unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including, but limiting the generality of the foregoing, the following rights which shall be exercised reasonably in accordance with this Agreement:

- A. The executive management and administrative control of the Government and its properties and facilities and activities of its employees by utilizing personnel, methods, and means of employees needed for any time and to be in sole charge of the quality of the work required.



- B. The right of management to make, maintain and amend such reasonable rules and regulations as it will provide from time to time deemed best for and/or the effective operation of the Department, except nothing herein shall be deemed as a waiver of the FMBA'S right to negotiate over changes in rules and regulations that affect terms and conditions of the employment according to applicable law.
- C. To hire all employees, and subject to the provision of law, to determine their qualification and condition of continued employment, assignment, and to promote and transfer employees, except as otherwise limited by this Agreement.
- D. To utilize volunteers and part-time firefighters to insure adequate staffing at all times. Coverage of shifts of absent bargaining unit members will first be offered to other available bargaining unit members subject to restrictions on work hours set by the Director/Fire Chief.

## ARTICLE 27

### MILITARY LEAVE

- 27.1 All military leave will be in accordance with applicable New Jersey State and Federal law.
- 27.2 A firefighter who is a member of the reserve component of any United States armed force or the National Guard of any state and is called for Federal active duty will be granted a military leave of absence for the duration of the service. The first thirty (30) workdays in the aggregate of the leave in any calendar year shall be with full pay. Any additional time shall be without pay, but the firefighter may utilize accrued and unused vacation, compensatory and/or personal leave time so as to continue in a paid status during a

military leave.

- 27.3 A firefighter who is a member of the New Jersey National Guard shall be granted a leave of absence without loss of pay for the first ninety (90) workdays in the aggregate in any calendar year, during which he or she shall be engaged in State or Federal active duty. Any additional time shall be without pay, but the firefighter may utilize accrued and unused vacation, compensatory and/or personal leave time so as to continue in a paid status during a military leave.
- 27.4 In accordance with State and/or Federal regulations, a firefighter who is a member of the reserve component of any United States armed force, the National Guard of any state and or the New Jersey State militia or the organized militia of another State, shall be entitled to a leave of absence, without pay, for Inactive Duty Service.
- 27.5 A firefighter who requests a leave of absence for military leave of any type must provide the Director/Chief with a copy of their military orders and military base pay documentation, and subsequently with a copy of their orders terminating their active duty. Failure to provide the required documentation may result in the denial of pay during the period of the leave.

## **ARTICLE 28**

### **SAVINGS CLAUSE**

- 28.1 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.
- 28.2 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 29

ENTIRE AGREEMENT

- 29.1 This Agreement represents and incorporates the complete and final understanding and settlement by the parties as to all terms and conditions of employment. During the term of this Agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 29.2 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE 30

PROMOTIONS

Any promotions within the Fire Department will be in accordance with the Municipal Ordinance. This provision will not impact on the rank structure for the volunteer firefighters.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this 26<sup>th</sup> day of May, 2022.

FMBA LOCAL NO. 72

By: Salvatore Baldino  
Salvatore Baldino, President

Witnesseth:

George Luck III  
George Luck III

MUNICIPALITY OF PRINCETON

By: Mark Freda  
Mark Freda, Mayor

Witnesseth:

Delores Williams  
Delores Williams, Municipal Clerk