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AGREEMENT

BETWEEN

THE CITY OF NEW BRUNSWICK

and the

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

( Local # 17 )

X Jan. 1, 1970 - Dec. 31, 1971

AGREEMENT

This Agreement made and entered into this            day  
of            , 19    by and between the City of New Brunswick  
hereinafter referred to as the "City" and the "Firemen's  
Mutual Benevolent Association Local #17, of New Brunswick,  
New Jersey, hereinafter referred to as the "F.M.B.A." or  
"Firemen".

WITNESSETH:

WHEREAS: it is the purpose of this Agreement to pre-  
scribe the legitimate rights of those municipal employees  
working for the Fire Department and to provide orderly and  
peaceful procedures for presenting grievances and proposals,  
and to protect the rights of the Public in the City of New  
Brunswick,

Now, therefore, in consideration of the premises, coven-  
ants, undertakings, terms and conditions herein it is mutually  
agreed by and between the parties as follows:

ARTICLE I  
RECOGNITION

The City recognizes the F.M.B.A. as the exclusive  
collective bargaining representative for the New Brunswick  
Firemen, it being agreed that this bargaining unit includes  
all persons referred to in the salary schedule set forth as  
figure #1 ARTICLE IV. (The term "Firemen" shall refer to the  
aforesaid persons).

ARTICLE II

HOURS OF WORK AND OVERTIME

Section 1. Line Companies: The work week for line companies will consist of an average of fifty-six (56) hours per week over a six (6) week period (viz., two (2) forty-eight (48) hour weeks; two (2) fifty-eight (58) hour weeks, and two (2) sixty-two (62) hour weeks; however not necessarily in the order stated.

Section 2. Administrative Personnel: The work week for administrative personnel shall be forty (40) hours each week consisting of five (5) eight (8) hour days.

Section 3. Overtime: All time worked in excess of that set forth in Section 1., and Section 2., of this Article will be considered overtime.

Section 4. Overtime Pay: Firemen will be compensated for overtime by an hourly rate equal to their straight time so long as the funds budgeted to the Firemen's overtime in the City Budget shall be available. (Straight time for purposes of this section shall be computed by dividing 56 into weekly salary of each firemen serving overtime). Thereafter, the firemen will be allowed time off in an amount equal to the overtime worked.

*Advised  
firemen*

ARTICLE III  
LONGEVITY

In addition to the annual salary schedule contained in ARTICLE IV., compensation will be increased on the basis of continuous service. Such longevity compensation shall be calculated as follows:

	<u>1970</u>	<u>1971</u>
After Five (5) years of service	½%	1%
After Ten (10) years of service	1½%	2%
After Fifteen (15) " " "	2½%	3%
After Twenty (20) " " "	3½%	4%
After Twenty-Five (25) " " "	4½%	5%
After Thirty (30) " " "	5½%	6%

of the annual salary of each fireman shall be computed in advance and included pro-rata with his regular salary.

ARTICLE IV  
WAGES.

Section 1. Effective January 1, 1970, the current rate of compensation shall be increased SEVEN HUNDRED and EIGHTY DOLLARS (\$780.00) at all levels, (see fig. #1).

Section 2. Effective January 1, 1971, the 1970, rate of compensation will be increased at the rate of SEVEN HUNDRED and DOLLARS (\$780.00) at all levels, (see fig. #1).

<u>Figure #1</u>	<u>(1970)</u>	<u>(1971)</u>
Firemen* 1st year	7,720.00	8,500.00
2nd year	8,220.00	9,000.00
3rd year	8,720.00	9,500.00
4th year	9,220.00	10,000.00
Mechanics, Drivers, Inspectors and Dispatchers	9,420.00	10,200.00
Lieutenants	9,720.00	10,500.00
Captains	10,120.00	10,900.00
Supt. Fire Alarms, Chief Inspector and Assistant Chiefs	10,720.00	11,500.00
Chief	12,620.00	13,400.00

\*( Each year shall end on the anniversary of the date of the inception of employment).

ARTICLE V  
HEALTH BENEFITS

Section 1. Blue Cross and Blue Shield: The City will maintain the current hospitalization program providing Blue Cross and Blue Shield for the Firemen and their families, including Rider "J".

Section 2. Major Medical: The City will provide a Major Medical Benefits Program for the Firemen and will pay the cost for each Fireman. The plan will provide that the balance of the Fireman's immediate family could be afforded coverage at any Fireman's option and at his expense.

*make  
clear*

*where  
A. 1/1/77*

Section 3. Sick Days: Each Fireman will be allowed up to one (1) continuous year of sick leave. The Fire Department shall be notified of the Fireman's illness either by the Fireman or his representative prior to his next tour of duty. The Fireman reporting sick shall be examined by the City Physician or his designee at the fireman's home or at the physician's office (if the physical condition of the Fireman so warrants). The City Physician may make periodic examinations of the Fireman during the period of sick leave. Prior to the return to duty of any Fireman on sick leave, he will appear for an examination by the City Physician to determine the Fireman's ability to resume his duties. During sick leave the Fireman shall be paid his full salary. Anything hereinabove to the contrary notwithstanding, the period of sick leave may be extended at the discretion of the appointing authority.

ARTICLE VI  
EMERGENCY TIME OFF

Section 1. Death in Family: In the event of a death in a Fireman's family, the Fireman will be granted a leave during the period from death until burial, or at least three (3) days. Fireman will be granted leave of one day (Day of Burial) in the event of the death of the brother, sister, or Grandparents of his spouse.

*where  
in  
A. 1/1/77*

Section 2. Sickness in Family: In the event of sickness in Fireman's family requiring the immediate presence of the Fireman, he shall be granted leave for the duration of the emergency, however, not to exceed three (3) days.

Section 3. Family Defined: Family, for purposes of this article, shall be defined as parents, spouse, children, brothers and sisters of Fireman, and spouse's parents.

Section 4. No Loss in Pay: Fireman will suffer no loss in pay or time for leave granted under this article.

ARTICLE VII  
GRIEVANCE PROCEDURE

Section 1. Grievance Defined: A grievance is any dispute between the parties concerning the application or interpretation of this agreement or any complaint by an employee as to any action or non-action taken towards him which violate any right arising out of his employment.

Section 2. Grievance Committee: Fireman may present individual or collective grievances in writing to the F.M.B.A. Screening Committee. If the F.M.B.A. Screening Committee finds it is a justified grievance, it will be presented to the Grievance Committee within ten (10) days of its occurrence. The Grievance Committee will submit the grievance in writing to the Fire Chief. If the matter is not resolved within five (5) days, it will be submitted to the Deputy Administrator within seven (7) days after the Fire Chief's response is due. Then the Deputy Administrator shall respond to the Grievance Committee in writing within five (5) working days.

If the grievance still remains unadjusted or unanswered by the Deputy Administrator, it shall then be brought by the Grievance Committee to the Commissioner of Public Safety in writing within seven (7) days after the response of the Deputy Administrator is due. The Commissioner of Public Safety shall respond in writing to the Grievance Committee within ten (10) working days.

The Grievance Committee may request a meeting with the Commissioner of Public Safety within five (5) working days after receiving the answer from the Commissioner. If the matter is still not resolved, it shall be submitted to arbitration as hereinafter indicated.

Section 3. Alternative Procedure: A Fireman, (as an alternative to the procedure outlined in Section 2., above) may present a grievance in writing through the Chain of Command. If the grievance is not resolved within two (2) days of receipt by the officer in the chain of command, it shall be presented to a superior officer; however, once it is received by the Fire Chief, the procedure set forth in Section 1., shall apply.

Section 4. If a grievance is not settled within ten (10) days of submission to the Commission of Public Safety, the issue may be submitted to an arbitrator appointed by P.E.R.C. The arbitrator shall have full power to hear the dispute and make a final determination which shall be binding on both parties. The cost of arbitration shall be borne equally by the City and the F.M.B.A. or the aggrieved party, if the alternate procedure is used.

Section 5. Civil Service: An arbitrator will not have jurisdiction to hear any grievance which is the subject of a simultaneous appeal to the Civil Service Commission.

Section 6. Mediation: Upon agreement of both parties, prior to submission to arbitration, the dispute shall be referred to the Division of Public Employment Relations for mediation.

ARTICLE VIII  
STANDARDS AND BENEFITS

Section 1. The City hereby agrees that all benefits and conditions of employment including but not limited to wages, hours of work, overtime, vacations, general working conditions presently in effect for the Firemen covered hereunder shall be maintained and the conditions of employment shall be improved <sup>wherever</sup> whether specific provisions for improvement are made in this agreement.

*Does this  
mean on  
Mgt. Rights?*

*by City  
or P.E.R.C.  
(Personal copy?)*

ARTICLE IX  
CLOTHING ALLOWANCE

Section 1. Firemen shall be given the sum of ONE HUNDRED (\$100.) DOLLARS clothing allowance per year on the first payday in January of each year, or with the fireman's first paycheck if he commences employment after the first payday in January, depending upon the availability of funds.

ARTICLE X  
VACATIONS AND HOLIDAYS

Section 1. Administrative Personnel-Vacations (1970): Annual Vacation - One (1) working day's vacation for each month of service from the date of appointment up to and including December 31st next following such date of appointment, twelve (12) working days' vacation for each succeeding calendar year up to and including ten years of service and fifteen (15) working days vacation for each succeeding calendar year after ten (10) years of service up to twenty (20) years of service and twenty (20) working days vacation for each succeeding calendar year after twenty (20) years of service. The total years of service after permanent appointment of each such employee in the classified Civil Service shall be considered in determining annual vacation leave provided under this schedule. In the case of executive or administrative officers, the appointing authorities with the approval of the president in the state service and of governing body in local government services may extend such annual vacation to a maximum period of one calendar month in any one calendar year.

Section 2. Administrative Personnel-Holidays (1970): Firemen WORKING a forty (40) hour week shall be entitled each year to the following paid holidays:



ARTICLE X

Section 2. Administrative Personnel-Holidays (1970) (Continued)

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	General Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
July 4th	Christmas Day

Section 3. Line Companies - Vacations & Personal Days (1970)

Firemen other than Administrative personnel shall be entitled to yearly vacations as follows:

1. After first year: 8 working days  
(two (2) tours in summer)
2. After second year: 16 working days  
(two (2) tours in summer, two (2) tours in winter)
3. After third year: 16 working days  
two (2) tours in summer, three (3) tours in winter

Section 4. Seniority: Selection of vacation periods shall be on the basis of platoon seniority. In the event of equal seniority, priority will be determined by the "high card" system.

Section 5. Non-Cumulative: All yearly vacations must be completed prior to December 31 of each year.

ARTICLE XI  
OVERTIME PROCEDURE

Section 1. Same Rank: In the event that overtime is required in any firehouse, it shall be worked by an employee of the same rank or classification, i.e., officer or fireman, as that held by the employee on the tour in the firehouse in which such overtime is requested.

Section 2. Alternating Ranks: In the event that a shortage, requiring overtime, is caused by two or more employees of different rank who "report off duty" at exactly the same time, such overtime work shall be alternated between the employees of the same rank or classification as that held by the employees

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Crosby

Section 2. (Continued) - who "report off duty" at the same time. For example, if a fireman and an officer in a firehouse on the same tour "Report off duty" at exactly the same time, and overtime is required, such overtime shall be worked one day for the fireman the next day for the officer, the next day for the fireman, and so on.

Section 3. "Report off Duty" defined: For purpose of this section, the term "report off Duty" shall mean and include not reporting for duty on account of authorized vacation, holiday, sick leave, military leave, etc.

Section 4. Rotation: The officers in charge of headquarters on each tour shall establish a roster of the employees in his group for each classification or rank, i.e., officer or fireman, on a seniority basis. Whenever overtime work is required, it shall be rotated amongst employees on the appropriate roster. If an employee refuses an assignment to work overtime, he shall be considered as having worked such overtime assignment for the purpose of maintaining a proper order of rotation for future assignments.

## ARTICLE XII

### F.M.B.A. BUSINESS LEAVE

Section 1. Negotiations: The members of the F.M.B.A. negotiating committee shall be granted leave from duty with full pay for all meetings between the City and the F.M.B.A. for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2. Grievance: The members of the F.M.B.A. Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the F.M.B.A. for the purpose of processing grievance, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 3. Executive Board and Other Meetings: The Executive Delegate of the F.M.B.A. shall be granted leave from duty with full pay for all meetings of the Executive Board and all Membership meetings of the F.M.B.A. when such meetings take place at a time when such officers are scheduled to be on duty.

ARTICLE XIII  
CHANGES, SUPPLEMENTS OR ALTERATIONS

Section 1. Any provision of this agreement may be changed, supplemented, or altered, provided both parties mutually agree.

ARTICLE XIV  
MANAGEMENT RIGHTS "

*action*

It is the right of the City to determine the standards of service to be offered by its agencies; determine the standards of selection for employment; direct its employees ; schedule work; take disciplinary actuin; relieve its employees from duty because of lack of work or for any other legitimate reasons; maintain the efficiency of its operation; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The City's decisions on those matters are not within the scope of collective bargaining, but notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees, such as questions of workload or manning, are within the scope of collectfve bargaining.

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ARTICLE XV  
TERM OF AGREEMENT

SECTION 1. This Agreement shall be effective on January 1, 1970 and shall terminate on December 31st, 1971. The parties agree that bargaining for the succeeding contract shall commence no later than September 1, 1971.

IN WITNESS WHEREOF, the parties hereto have caused these presence to be signed by their authorized officers the day and year first above written.

CITY OF NEW BRUNSWICK

BY: \_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
CITY CLERK

FIREMEN'S MUTUAL BENEVOLENT  
ASSOCIATION LOCAL #17 OF  
NEW BRUNSWICK

BY: \_\_\_\_\_  
FIREMAN FREDERICK B. SCHATZMAN

ATTEST: \_\_\_\_\_  
SECRETARY