

3-0631

WIPKAW
Institute of Management and
Labor Relations
Mercer

STORAGE

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THIS DOES NOT
CIRCULATE

RUTGERS UNIVERSITY

THIS AGREEMENT, made this _____ day of October, 1983, by
and between: Trenton City of

CITY OF TRENTON, a municipality in the County of Mercer,
State of New Jersey and:

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 6,
TRENTON, NEW JERSEY,

WHEREAS, the parties entered into a certain agreement
governing economic terms and conditions of employment of fire
personnel represented by the Firemen's Mutual Benevolent
Association, Local No. 6, on April 3, 1980, and

WHEREAS, the parties are desirous to amend said
agreement as to other terms and conditions of employment,
including economic terms and conditions of employment,

NOW, therefore, for the purposes hereinbefore expressed,
the parties hereto enter into this supplemental agreement,
effective as of the first day of January, 1983, by and between the
City of Trenton, a Municipal Corporation, situated in the County
of Mercer, State of New Jersey, hereafter referred to as "the
City" and Firemen's Mutual Benevolent Association, Local #6,
hereafter referred to as the "F.M.B.A.", which is designed to
maintain and promote a harmonious relationship between the City
and such of its employees who are within the provisions of this
agreement through collective negotiations, in order that more
efficient and progressive public services may be rendered.

X January 1, 1983 to October 31, 1984

ARTICLE I

RECOGNITION AND DUES CHECK OFF

Section 1. Recognition

The City hereby recognizes the F.M.B.A. as the exclusive representative and bargaining agent for the bargaining unit, consisting of uniformed firefighters within the Division of Fire and Chief Police and Fire Alarm Operators and Police and Fire Alarm Operators of the Bureau of Communications, Department of Public Safety.

Section 2. Dues Check Off

Insofar as permitted by law, the employer agrees to deduct from the employees in the unit represented by the F.M.B.A., who are members of the F.M.B.A., initiation fees, dues and assessments as required by the F.M.B.A. Constitution and Bylaws and other F.M.B.A. Rules and Regulations duly enacted. All such deductions shall be paid over to the properly designated F.M.B.A. Official monthly, on a regular recurring basis.

Section 3. Agency Shop

Any employee in the Bargaining Unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within ninety (90) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment within the Unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the

regular union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular union membership dues, fees and assessments. The union's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

The Union shall indemnify and hold the City harmless against any and all claims, demands or suits concerning the constitutionality or legality of the Agency Shop provisions in this agreement, and the Union shall exercise reasonable diligence in attempting to intervene in, and shall defend on behalf of the City, any Court action instituted against the City wherein the plaintiff or claimant alleges the unconstitutionality or illegality of this Agency Shop provision.

Payment of such deductions made by the City shall be paid over to the F.M.B.A. in the manner provided for payment of deductions as set forth in Section 2 above.

ARTICLE II
ASSOCIATION RIGHTS

Section 1.

The Employer shall permit members of the F.M.B.A. Grievance Committee, not to exceed five people, to conduct business of the Committee which consists of conferring with employees and representatives of the Employer on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Division of Fire or require the calling of more than one (1) off-duty fireman for Step 2 or above grievances only to bring the Division to its proper effectiveness.

Section 2.

The Employer shall permit up to three members of the F.M.B.A. Negotiating Committee to attend mutually convenient collective bargaining meetings during the duty hours of the members.

Section 3.

The City agrees to grant the necessary time off without loss of pay to the members of the F.M.B.A. selected as delegates to attend any State or International convention of the F.M.B.A. as provided under N.J.S.A. 11:26C-4.

Section 4.

The City and the F.M.B.A. hereby agree that officers of the F.M.B.A. or their designated representatives, not to exceed four on duty, will have a total (pool) of thirty (30) days off in

each calendar year, with pay (straight time) for the conduct of union business, including related community activities, and not including the time off with pay granted to the Delegate to the State F.M.B.A., or other F.M.B.A. representatives, as provided for under existing State law. Such time off may not be split or partial days, and all officers granted such leave shall be replaced by overtime personnel if deemed necessary by the Fire Chief or his designee.

ARTICLE III

HOURS OF WORK AND OVERTIME

Section 1. Workweek

The workweek shall consist of forty-two (42) hours, averaged out over eight (8) weeks as follows:

First Week	forty-eight (48) hours
Second Week	forty-eight (48) hours
Third Week	forty-eight (48) hours
Fourth Week	thirty-four (34) hours
Fifth Week	thirty-four (34) hours
Sixth Week	forty-eight (48) hours
Seventh Week	thirty-eight (38) hours
Eighth Week	thirty-eight (38) hours

Section 2. Workday

The workday shall consist of ten (10) consecutive hours, starting at 8:00 a.m. and ending at 6:00 p.m.

The worknight shall consist of fourteen (14) consecutive hours starting at 6:00 p.m. and ending at 8:00 a.m. the following morning.

The employee on the workday Sunday and Monday shall be off Tuesday and report for the weeknight Wednesday and Thursday. He shall report back for the next workday on the following Monday and Tuesday, etc.

Section 3. Overtime

All overtime must be authorized by the Chief or his designee. Overtime shall be paid at the rate of time and one-half (1 1/2) above the normal rate of pay for all time worked in excess of regular assigned hours computed at hourly rate for a 40-hour workweek.

Firemen in the Fire Division who are called back to work shall receive a minimum of four (4) hours overtime pay, at overtime rates.

Whenever a firefighter works in excess of his regularly assigned workweek or work schedule as provided for in Section 1 and 2 of this Article, he shall be paid for such overtime work in hourly units at 1 and 1/2 times the hourly rate which he receives for his regularly assigned duty, for each hour or part thereof so worked, after 30 minutes beyond regular relief time for fire fighting and/or emergency duties, with a two hour minimum.

Section 4. Witness Pay

Firemen who are called as witnesses at any disciplinary hearing when such appearance occurs outside his regular assigned duty hours the time so spent shall be included as part of his

hours of employment for that pay period and shall be deemed overtime and payable at time and one half of regular pay for the time spent at such a hearing; provided however that the number of witnesses which may be called on any issue may be limited or the scheduling or manner of the appearance of any such witness, by live testimony or by affidavit where appropriate, may be directed in the discretion of the hearing officer or reviewing officer for the purposes of limiting the expenses of said hearing which may otherwise result from the calling of multiple witnesses whose preferred testimony would be essentially duplicative of prior testimony, where the absence of such duplication would not prejudice the prosecution or the defense.

ARTICLE IV

VACATIONS

Section 1.

Vacations shall be granted with pay for 1983 and 1984 as follows: Employees who are initially hired by the City shall receive one (1) working day of vacation for each month, or part thereof, of continuous service rendered from the day of their appointment.

All employees hired prior to July 1, 1983, shall be entitled to 26 vacation days.

It is understood that two of the 26 vacation days are given in consideration for working a 42 hour week.

For employees hired after July 1, 1983, vacation shall be granted as follows:

After one year of service but less than
5 years of service 17 days

After 5 years of service the employee is entitled to 26 vacation days as outlined in the previous paragraph.

The vacation period shall be in the calendar year in which it was earned, from the first day of January to the 31st day of December. Vacation schedules shall be posted in companies no later than January 10th of any calendar year. All vacation periods shall be on a rotating basis; for example, if a member's summer vacation ends July 1st (approximate), his summer vacation the following year will commence about July 1st. Same holds true for his out-of-season vacation. Company members shall be allowed to make mutual exchanges of vacation periods with other equally qualified members of their company, with the approval of the Chief.

Three (3) of the above vacation days may be taken by every firefighter in his discretion, provided forty-eight (48) hours advance notice is given to his immediate supervisor, and no more than five (5) overtime replacements are generated by such vacation selections.

Section 2. Terminal Leave

Upon receipt of notification of an employee's intention to retire in accordance with the provisions of the New Jersey Police and Fire Retirement System, firefighters shall receive

either the number of vacation days or equivalent compensation which he would have received or earned had he worked the entire calendar year, minus any vacation days taken during the year of retirement, the resulting number of vacation days, however, being reduced pro rata by the percentage of the employee's previous year of employment spent on sick time, not including the first fifteen days of sick time actually taken in said year.

ARTICLE V

HOLIDAYS

Section 1.

The City agrees to recognize as paid holidays, such holidays as shall be designated for all employees of the City of Trenton as set forth in the appropriate ordinance or resolution adopted by the City for such purpose.

Section 2.

It is recognized by both parties that by reason of Divisional business, members of the negotiating units are not able to be excused from working on such holidays as are normally enjoyed by other City employees. Therefore, in lieu of receiving days off on such holidays, each member of the negotiating unit will receive a full day's pay in addition to his regular salary. For this purpose, in the event that any of the aforesaid allowed paid holidays fall on a non-duty day, said holiday shall be deemed to have fallen on a regular working day.

ARTICLE VI
LEAVE OF ABSENCE
LEAVE WITHOUT PAY

Section 1. Mutual Exchange of Leave

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

- A. Such substitution does not impose any additional expense on the City.
- B. Such substitute shall be of equal qualification.
- C. The officer in charge of the tour in the station is notified in writing not less than twenty-four (24) hours prior to its becoming effective, except in the case of emergency, request may be made by telephone.
- D. The Battalion Chief, responsible for the tour on which the substitution is to take place must be notified of the proposed substitution, as soon as practicable, by the Officer in the fire station on the same tour.

Section 2. Funeral Leave

Employees shall be entitled to a funeral leave with pay from the date of death and ending with duty as scheduled on the second calendar day following burial in the event of the death of a spouse, parent, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, or any relative of the employee's household. Such leave will not be chargeable.

In the case of the death of an uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, grandparent of a member's spouse, niece or nephew of a member's spouse, or aunt or uncle of a member's spouse only the day of burial will be granted as funeral leave and the member shall report for duty as scheduled on the day following internment. In the event that any of the above relatives are members of the employee's household, funeral leave shall be granted in accordance with Section 2 above.

Section 3. Sick Leave

- A. Each employee is entitled to remain on sick leave for a period of up to one year, with full pay, for each separate illness or injury which is not service-connected. In no case will the period of sick leave extend beyond one year; even if more than one illness or injury consecutively, is involved. This policy does not refer to Line-of-Duty injuries and time off for such injury is not charged as sick time.
- B. The F.M.B.A. clearly recognizes the right of the City to require that members on sick leave be examined as often as the City sees fit by the Police and Fire Surgeon, or any other physician designated by the City or said Surgeon. If the member is found fit for duty, the member will be ordered to duty.
- C. If a member becomes ill during his regularly scheduled vacation period, any absence from duty during said

vacation period will be charged as vacation, not sick time.

- D. If a member is on sick leave on account of a Line-of-Duty injury or sickness, prior to his regularly scheduled vacation period, and he is unable to take his vacation, the Chief of Department shall reschedule this unused vacation period in the following calendar year. The rescheduling of vacation shall not result in increased overtime costs or reduction in the efficiency of the fire service.

ARTICLE VII

SENIORITY

An employee's length of service in the Trenton Fire Division shall not be reduced by time lost due to sickness or injury or authorized leave of absence.

The Fire Division shall establish and keep up to date, a seniority list which shall be posted in every fire station.

ARTICLE VIII

THE GRIEVANCE PROCEDURE

In the event that any difference or dispute should arise between the City and the F.M.B.A., or its members employed by the City over the application and interpretation of the terms of this Agreement or any action of the Fire Division affecting a term and

condition of employment (including, but not limited to, the disciplining or discharge of employees), an earnest effort shall be made to settle such difference immediately.

The following procedure shall be followed: The grievance must be presented, as stated below, within ten (10) calendar days of its occurrence, or ten (10) days from the employee or employer's first knowledge about it.

Step 1. The matter first shall be discussed orally with the employee's immediate supervisor and the F.M.B.A. representative within three (3) days after the presentation of the grievance, exclusive of Saturday and Sunday.

Step 2. If within five (5) days after the date of the presentation of a grievance, exclusive of Saturday and Sunday, the grievance is not resolved with the employee's immediate supervisor, it shall be presented in writing to the F.M.B.A. company representative and the Chief of the Fire Division. The Fire Chief or his designee(s) shall arrange for such meetings and make such investigation as are necessary and give his answer to the grievance in writing within five (5) days after the submission of the grievance to the F.M.B.A. Grievance Committee, exclusive of Saturday and Sunday.

Step 3. If the grievance is not resolved at Steps 1 or 2, the F.M.B.A. shall present the grievance in writing to the Director of Public Safety within five (5) days after the decision of the Fire Chief, exclusive of Saturday and

Sunday. This presentation shall set out the position of the F.M.B.A. and at the request of the Director, discussions, may ensue. The Director of Public Safety shall answer the grievance in writing within ten (10) days after receipt of the grievance, exclusive of Saturday and Sunday, setting forth the position of the City.

Step 4. If the grievance is not resolved in the first 3 Steps, the grievance may be presented in writing to the Business Administrator within five (5) days after the Director's decision, exclusive of Saturday and Sunday. His final decision shall be given in ten (10) days after the receipt of the grievance, exclusive of Saturday and Sunday. Discussions may ensue at the request of the Business Administrator.

Step 5. If the grievance is not settled to the satisfaction of both parties, either party to this agreement may submit the grievance to binding arbitration within ten (10) days after the decision of the Business Administrator, exclusive of Saturday and Sunday, in accordance with the procedures established by the New Jersey Public Employment Relations Commission.

No settlement of a grievance under any or all of the provisions of this article shall contravene the provisions of this agreement.

The decision of the Arbitrator shall be in writing and shall include the reasons for each finding and conclusion. The

decision of the Arbitrator shall be binding on the Association, any and all employees represented by the Association involved in the grievance, and the Employer.

In cases involving matters which can properly be appealed to either the courts or the New Jersey Civil Service Commission, the employee must select only one avenue of appeal. If he selects to appeal to the Civil Service Commission, and nothing herein is intended to deny any employee the right of appeal as expressly granted in the Revised Civil Service Rules for the State of New Jersey, then neither the employee nor the Association can invoke or use Step 5 (binding arbitration) of the grievance procedure.

If, on the other hand, the employee first selects the grievance procedure, then if the grievance is not settled at the Fourth Step, the employee may either (1) select an appeal to the Civil Service Commission, in which case, an appeal through the binding arbitration provisions of the grievance procedure is waived, or (2) request that the F.M.B.A. invoke the Fifth Step (binding arbitration) of the grievance procedure, and only upon the approval of the F.M.B.A. will the Fifth Step be undertaken, or (3) appeal to a court of law, where applicable. If the F.M.B.A. approves and invokes the binding arbitration procedures, then the employee(s) involved in the grievance waives the right to appeal the grievance to the Civil Service Commission, or the courts.

Nothing herein shall prevent any employee from processing his own grievance, provided the Grievance Committee may be present.

Nothing herein contained shall limit the rights of firemen under existing statutes or rules of New Jersey or the City of Trenton.

If the parties of this Agreement reach mutual agreement, the grievance procedure may be accelerated, i.e., steps can be skipped and time periods reduced by mutual agreement.

ARTICLE IX

BULLETIN BOARDS

The City shall permit the F.M.B.A. use of one Bulletin Board in each fire station for the purpose of posting of notices concerning F.M.B.A. business and activities. The Company Representative shall post all F.M.B.A. business.

ARTICLE X

EDUCATION

The City agrees that it will continue the policy initiated by the Fire Division to grant time off to firemen, without loss of pay up to four (4) hours per workweek, for education in Fire Science and Technology or Fire Administration. However, the Fire Chief or his designee will continue to exercise his discretion to approve such leaves, so as not to reduce adequate manning among the fire companies to a level deemed by the Fire Chief to be unacceptable.

ARTICLE XI
MISCELLANEOUS

Section 1.

No employee of the Trenton Fire Division shall be assigned to perform any duty not unrelated to firefighting and training, fire prevention, rescue, salvage, overhaul, and the care and maintenance of firefighting equipment, apparatus, station or any other similarly related work. However, such work shall not include masonry, painting, plumbing, carpentry or electrical work to the fire station.

Section 2.

The Fire Chief or his designee will continue to exercise the managerial authority to transfer firemen to positions for which they are qualified as the need of the Fire Service requires. However, the Fire Division will continue its policy of giving due regard to seniority in cases of voluntary requests to fill vacancies, and also in cases of involuntary transfers.

Members of the negotiating unit shall have the option of exchanging tours of duty both within and without duty stations upon proper notification and approval of their respective supervisors.

Section 3.

Any changes in working conditions are subject to the negotiation process under the New Jersey Employer-Employee Relations Law as amended.

Therefore, proposed changes in working conditions shall be negotiated by the F.M.B.A. and the City prior to implementation.

Section 4.

The City shall provide, in printed booklet form, copies of the final contract incorporating all changes to members of the bargaining unit, one-third of the cost of such copies shall be paid by the F.M.B.A. which will distribute such copies to its membership.

Section 5.

The parties agree except as otherwise provided by law:

- a. Effective January 1, 1985, increments (as provided in Article XVII, Section 1.) shall be earned on the basis of merit, for all firefighters hired on or after January 1, 1984;
- b. The parties shall meet to develop a performance evaluation system, both for the basis of increments earned on the basis of merit, as well as devising ways to recognize good employees within the range and at the maximum; if a system is not devised by 8/1/84, the issue will be submitted to binding arbitration.
- c. Increments earned on the basis of merit shall not be paid until the parties have agreed, or an arbitrator has ruled, on the criteria for increments on merit and the criteria for rewarding additional compensation, provided, however, that such increments shall be retroactive to January 1, 1985, when paid. The parties

also agree that when the procedure is implemented that if either the firefighter or FMBA is of the opinion that the increment has been improperly denied, then same shall be the subject of binding arbitration under the grievance and arbitration provisions of the contract. The burden of proof for denial of normal increments is on the City.

ARTICLE XII

RESPONSIBILITY OF PARTIES

The City and the F.M.B.A. on behalf of its members accept responsibility to follow the procedures set forth in this agreement for the settlement of issues and disputes. The F.M.B.A. will not authorize or sanction any strike or job action during the term of this Agreement. In the event of a "wildcat strike" the F.M.B.A. will endeavor to stop such activity to the end that the dispute may then be settled proudly in accordance with the procedures set up herein.

ARTICLE XIII

TERMS AND CONDITIONS OF THIS AGREEMENT

Section 1.

The term of this Agreement shall commence January 1, 1983 and extend through December 31, 1984. Either party wishing to terminate, amend or modify such contract, must so notify the other party in writing no more than one hundred eighty (180) not less than sixty (60) days prior to such expiration date. Within

fifteen (15) days of the receipt of the notification by either party, a conference shall be held between the City and the F.M.B.A Negotiating Committee for the purpose of considering such amendment, modification or termination.

Section 2.

If neither party serves such written notice of desire or intention to terminate, amend or modify this agreement on or before the aforementioned sixty (60) days prior to expiration of this agreement, then the duration of this agreement shall continue for one additional year.

ARTICLE XIV

ACTING OFFICERS

Any employee covered by this Agreement who is ordered to fill in at a higher position shall be compensated at the pay of the higher rank effective the first day of service in the higher capacity.

Employees who qualify for out-of-title payments shall not have their continuity broken by the taking of a one day leave or by a mutual exchange of tours for one day. As such, this leave shall not be paid at the rate of pay of the higher title.

Employees who are working out-of-title under the provisions of this section, and who are required to work overtime in the capacity of the temporary higher title shall receive time and one-half pay at the rate of the higher title.

ARTICLE XV

NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all members of the unit, and the City and the F.M.B.A. agree there shall not be any intimidation, interference, or discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or F.M.B.A. membership or activity.

ARTICLE XVI

APPLICABLE LAWS

The provisions of this agreement shall be subject to and shall not annul or modify existing applicable provisions of Federal and State laws.

It is understood and agreed that if any portion of this agreement be held unlawful and unenforceable by any court of competent jurisdiction such decision of the court shall apply only to the specific portion of the agreement affected by such decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

ARTICLE XVII

COMPENSATION

Section 1. Annual Salary

<u>Salary Range Steps</u>	<u>Effective January 1, 1984</u>
1	18,500
2	19,600
3	20,700
4	21,800
5	22,900
6	24,000

1983

Increments will be incorporated into the salary increase for contract year 1983; the total increase for each employee will be \$1,500, except that employees hired in 1983 will remain at \$18,500.

1984

1. Employees hired before 1/1/78 will receive a \$1,500 salary increase.
2. Employees hired 1/1/78 to 12/31/82 will receive a \$1,500 salary increase and a \$500 increment effective 1/1/84.
3. Employees hired 1/1/83 to 6/30/83 will be compensated at the annual rate of \$20,000.
4. Employees hired after 6/30/83 will be compensated at the annual rate of \$18,500.

It is understood that employees will be "off" the increment schedule in 1983 and 1984 and will return subsequently to the proper step as follows:

1. All employees who would have reached the last step during 1984 will be placed at that step on 1/1/85.
2. All employees who remain in grade during 1983 and 1984 will remain at the 1984 salary until the first anniversary date which, if put on the step equivalent to years of service, the salary would exceed the 1984 salary. At that date, the employee will be moved to that step.

Section 2. Driver-Tillermen

All Driver-Tillermen, Paid Drivers, and Basketmen shall receive an additional \$500 per year, added to the normal paychecks for these employees. In addition, firefighters serving temporarily as Driver-Tillermen, Paid Drivers, and Basketmen shall be paid at the higher rate for each day they are so assigned.

Section 3. Longevity

Each employee covered by this Agreement shall, in addition to his regular wages and benefits, be paid a longevity increment based upon consecutive years of service with the Division of Fire in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>1983</u>	<u>1984</u>
5 years but less than 10 years	\$ 325	\$ 325
10 years but less than 15 years	525	525
15 years but less than 20 years	1,075	1,225
20 years but less than 25 years	1,275	1,425
25 years but less than 30 years	1,475	1,625
30 years but less than 35 years	1,675	1,825
35 years but less than 40 years	1,875	2,025

Section 4. Clothing Allowance

Each employee covered by this agreement shall receive an annual clothing allowance in the amount of \$775 payable in semi-annual installments during the months of January and July of each year. In 1984 the amount shall be \$820.

Employees who are provided uniforms, etc., in accordance with the regulations and procedures of the Employer shall reimburse the City for the costs of said uniforms at the rate of \$15.00 each pay period until the full cost of the uniform issued is reimbursed to the City.

ARTICLE XVIII

HEALTH AND WELFARE

Section 1. Medical Insurance

The Employer agrees to continue fully paid coverage for all employees, spouses and dependents under the 14/20 Series of Blue Cross and Blue Shield Plan Rider J, or to provide equivalent or better health benefits coverage through a self-insurance program or independent carrier, as well as major medical coverage,

or an amount equivalent for employees choosing the Health Maintenance Optional Plan. The City will confer with union representatives before any change in the current plan is implemented. It is further agreed that the benefits received by eligible pensioners and their dependents under Resolution #76-722 and NJSA 52:14-17.38 will be continued under any carrier the City may choose.

Should the State of New Jersey upgrade the present 14/20 Series Blue Cross and Blue Shield Plan Rider J coverage for its employees and thereby make available such upgraded Plan to the City of Trenton through our present group coverage during the terms of this Agreement, the City agrees to upgrade said Plan for employees covered by this Agreement.

Section 2. Prescription Drugs

The City shall make available to employees covered by this Agreement the same \$1.25 deductible Prescription Drug Plan which is available to other employees of the City.

A prescription drug plan or a successor plan shall be provided for retirees unless and until such time the said retirees become eligible for a prescription drug plan from any other source. The effective date for this benefit shall be for those members of the F.M.B.A. who retire on or after January 1, 1980 who shall have at least 25 years of service or become permanently disabled in a service-connected incident.

Section 3. Dental and Optical Insurance

The City agrees to continue the contributory Dental Care Program to be funded equally by the City and the employee.

The City agrees to continue the Vision Care Reimbursement Program and agrees to reimburse the employee \$30 for single vision lenses and \$35 for bifocal lenses.

Section 4. Safety Committee

A Safety Committee will be established within the Fire Division of the City. Membership in the Safety Committee shall be broken down as follows: 50% from the City, 25% from the F.M.B.A., and 25% from the Trenton Fire Officers Association (T.F.O.A.). The Safety Committee shall meet to discuss matters of safety within the Fire Division and may make recommendations regarding safety to the Business Administrator. Each of the City, F.M.B.A. and T.F.O.A. shall be empowered to designate their respective representatives for the Safety Committee.

The Safety Committee shall hold its initial meeting within 60 days of the date of execution of this agreement and shall continue to meet as its membership shall thereafter determine.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper officers and their seal to be hereto affixed the day and the year first above written.

FOR THE CITY OF TRENTON:

FOR THE F.M.B.A., LOCAL #6:

Arthur J. Holland
Arthur J. Holland, Mayor

Donald Jones
Donald Jones, President

William J. Guhl
William J. Guhl
Business Administrator

Gary Valentino
Gary Valentino
Vice-President

ATTEST:

Eugene Kalinowski
Eugene Kalinowski, City Clerk

William Holder
William Holder, Treasurer