

THIS BOOK DOES NOT DATE

AGREEMENT

BETWEEN

THE CITY OF NEW BRUNSWICK

and the

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

(local #17)

1970

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Agreement dated the 1st day of January , 1970
by and between the Board of Commissioners of the City of New
Brunswick, Middlesex County, New Jersey, hereinafter referred
to as the "City", and the Firemen's Mutual Benevolent Association,
Local #17, hereinafter referred to as the "Employees".

ARTICLE I

PURPOSE

This agreement is entered into pursuant to the provisions
of Chapter 303, Laws of 1968 of the State of New Jersey, to
promote and ensure harmonious relations, cooperation, and under-
standing between the City and the Employees; to prescribe the
rights and duties of the City and Employees; to provide for the
resolution of legitimate grievances, all in order that the
Public Service shall be expedited and effectuated in the best
interests of the people of the City of New Brunswick and its
employees.

ARTICLE II

INTERPRETATION

It is the intention of the parties that this agreement be
construed in harmony with the rules and regulations of the
Civil Service Commission and Chapter 303.

ARTICLE III

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 X. (The term "Firemen" shall refer to the aforesaid
persons).

GRIEVANCE PROCEDURE

Definition--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 violates any right arising out of his employment.

Any employee wishing to process his own grievance may do so, but no settlement shall be made inconsistent with the terms of this agreement.

Step 1. The ^{Union} ~~F.M.B.A.~~ representative, with the employee, shall present in writing the employee's grievance or dispute with the employee's supervisor within ten (10) working days of its occurrence or ten(10) days after the employee becomes aware of the event. The supervisor shall attempt to adjust the matter and shall respond to the steward within five (5) working days.

Step 2. If the grievance has not been settled, it shall be presented in writing by the ^{Union} ~~F.M.B.A.~~ representative to the Deputy Administrator within seven (7) working days after the supervisor's response is due. The Deputy Administrator shall respond to the ^{Union} ~~F.M.B.A.~~ representative in writing within five (5) working days.

Step 3. If the grievance still remains unadjusted or unanswered by the Deputy Administrator, it shall be presented by the ^{Union} ~~F.M.B.A.~~ representative or the grievance or executive committee to the Department Director in writing within seven (7) working days after the response of the Deputy Administrator is due. The Department Director shall respond in writing to the ^{Union} ~~F.M.B.A.~~ representative or executive committee within ten (10) working days.

Step 4. The F.M.B.A., through the grievance or executive committee may request a meeting with the Department Director within five (5) working days after receiving the answer from the Department Director.

Step 5. If no settlement of the grievance has been reached between the parties, either one or both may move the grievance to arbitration within thirty (30) working days of the time when the answer in writing from the Department Director was due.

ARBITRATION

Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the employer and the employee. If the City and the Employee cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Public Employment Relations Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this agreement and such rules and regulations as may be in effect by the Civil Service Commission by the State of New Jersey which might be pertinent and render his award in writing shall be final and binding. The cost of the arbitrator's fee shall be shared by the City and the F.M.B.A. Any steward or officers of the F.M.B.A. required in the grievance procedure to settle disputes on an arbitration shall be released from work without loss of pay for such purpose and any witnesses reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

Anything hereinabove to the contrary notwithstanding, The American Arbitration Association may serve as an alternate for carrying out the arbitration provisions of this article if a backlog exists with the Public Employment Relations Commission which would delay the speedy resolution of a grievance.

EXTENSIONS AND MODIFICATIONS

Time extensions may be mutually agreed to by the City and the Employees.

ARTICLE V

CHECK OFF

The employer agrees to check off firemen dues and assessments uniformly arrived at and pay over such money to the duly elected treasurer of the F.M.B.A. Employees will file authorization forms with the employer, signed by each employee prior to such deduction.

ARTICLE VI

EMPLOYEE REPRESENTATION

The F.M.B.A. must notify the City as to the names of stewards and accredited representatives. No more than one (1) steward and alternate is to be designated for each facility. Representatives of the F.M.B.A., who are not employees of the City of New Brunswick, will not be permitted to visit with employees during working hours at their work stations for the purpose of discussing F.M.B.A. representation matters without notifying the head of the department.

ARTICLE VII

DISCRIMINATION

The City and the employees both recognize that there shall be no discrimination by reason of sex, creed, racial origin, or age as far as employment is concerned or as far as any opportunities for improvement or jobs or as a condition of employment. The City further agrees that it will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the association nor will the City encourage membership in any other association or union or do anything to interfere with the exclusive representation of the City in the appropriate bargaining unit.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

Line Companies: The work week for line companies will consist of an average of fifty-six (56) hours per week as governed by ordinance 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-four (64) hour weeks; however, not necessarily in the order stated).

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

Overtime: All time worked in excess of that set forth in the preceding paragraphs of this Article will be considered overtime.

Overtime Pay: Firemen will be compensated for overtime by an hourly rate equal to their straight time based on a fifty-six (56) hour week, so long as the funds budgeted to Firemen's overtime in the City budget shall be available. Thereafter, the firemen will be allowed time off in an amount equal to the overtime worked.

OVERTIME PROCEDURE

If the overtime procedure is abused, the issue of difference moves to Step #2 of the grievance procedure as set forth in Article IV of this Agreement.

TEMPORARY RANK

The issue of temporary rank will be resolved through negotiations between the parties to convene within 30 days of the signing of this contract.

ARTICLE IXLONGEVITY

In addition to the annual salary schedule contained in ARTICLE X, 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	$\frac{1}{2}\%$	1%
After ten (10) years of service	$1\frac{1}{2}\%$	2%
After fifteen (15) years of service	$2\frac{1}{2}\%$	3%
After twenty (20) years of service	$3\frac{1}{2}\%$	4%
After twenty-five (25) yrs. of Service	$4\frac{1}{2}\%$	5%
After thirty (30) years of service	$5\frac{1}{2}\%$	6%

of the annual salary of each Fireman. The amount due each fireman shall be computed in advance and included pro-rated with his regular salary.

ARTICLE XWAGES

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).

Effective January 1, 1971 the 1970 rate of compensation will be increased at the rate of SEVEN HUNDRED AND EIGHTY 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 Asst. 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 XI

HEALTH BENEFITS

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".

Major Medical: The City will provide a Major Medical Benefits program for the firemen and will pay the cost for each Fireman and his immediate family.

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, if possible. 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, but no more frequently than once per month. 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 XII

VACATIONS & HOLIDAYS

SECTION 1. Administrative Personnel--Vacations (1970): Firemen working a forty (40) hour work week shall be entitled each year to a vacation of twenty (20) working days.

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

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

SECTION 3. Line Companies--Vacations and Personal Days (1970): Firemen other than Administrative personnel shall be entitled to yearly vacations as follows:

1. After first year: 10 days (4 days vacation; 6 days in lieu of holidays)
(Two (2) tours in summer).
2. After second year: 18 days (12 days vacation; 6 days in lieu of holidays)
(Two (2) tours in summer, two (2) tours in winter)
3. After third year: 22 days (16 days vacation; 6 days in lieu of holidays)
(Two (2) tours in summer, three (3) tours in winter)

Two (2) vacation days may be used as floating days in conformance with the existing vacation schedule of the department. No floating days will be granted to any member of platoons during the summer vacation periods with the exception of an extreme emergency.

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 and personal days must be completed prior to December 31st of each year.

ARTICLE XIII

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 wake 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.

Section 2. Family Defined: Family, for purposes of this article, shall be defined as parents, grandparents, spouse, children, brothers and sisters of Firemen, and spouse's parents.

Section 3. No Loss in Pay: Firemen will suffer no loss in pay or time for leave granted under this article.

ARTICLE XIV

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.

ARTICLE XV

MANAGEMENT RIGHTS

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; take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reasons; maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; schedule the hours; 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 practical impact of the decisions on the above matters are subject to the Grievance procedure.

ARTICLE XVI

SAVINGS CLAUSE

In the event that any provision of this agreement shall be finally determined to be in violation of any applicable or civil service law, or regulation, such determinations shall not impair the validity and enforceability of the remaining other provision of this agreement.

ARTICLE XVII

CLOTHING ALLOWANCE

Firemen shall be given the sum of ONE HUNDRED (\$100.00) DOLLARS clothing allowance per year on the first pay day in January of each year, or with the fireman's first pay check if he commences employment after the first payday in January.

ARTICLE XVIIICONVENTION LEAVE WITH PAY

Any employee who is a duly authorized representative of the F.M.B.A., Fireman's Relief and Exempts Organization, or any organizations listed in section 38:23-2 of the Revised Statutes of New Jersey and any amendment thereto shall be granted a leave of absence with pay for an aggregate period not to exceed five days in any calendar year for the purpose of traveling to and from and attending any state or national convention of said organization.

ARTICLE XIXSTRIKES

The F.M.B.A. assures and pledges to the City that its goals and purposes are such as to condone no strikes by Public Employees, nor work stoppages, slowdowns, or any other such method which would interfere with service to the Public or violate the Constitution and laws of the State of New Jersey; and the F.M.B.A. will not initiate such activities nor advocate or encourage members of the unit to initiate the same; and the F.M.B.A. will not support anyone acting contrary to this provision.

ARTICLE XXCHANGES, SUPPLEMENTS OR ALTERATIONS

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

ARTICLE XXISTANDARDS AND BENEFITS

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