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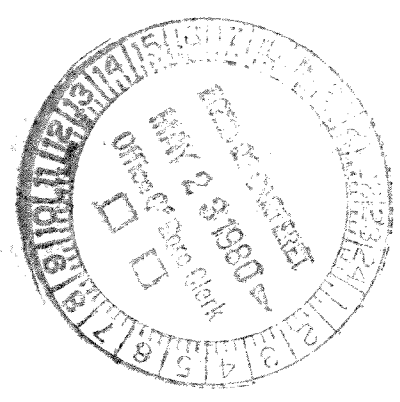
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AGREEMENT

BETWEEN THE BOROUGH OF CARTERET AND FIREMEN'S MUTUAL BENEVOLENT  
ASSOCIATION BRANCH #67

PREAMBLE

This agreement, effective as of the 1st day of January, 1980, by and between the Borough of Carteret, New Jersey, hereafter referred to as the "Borough", and Local #67, Firemen's Mutual Benevolent Association, hereafter referred to as the "FMBA", is designed to maintain and promote a harmonious relationship between the Borough of Carteret and such of its employees who are within the provisions of this agreement, through collective negotiations, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION AND AREAS OF NEGOTIATIONS

Section 1. Recognition

The Borough hereby recognizes the FMBA as the exclusive representative and bargaining agent for the bargaining unit, consisting of all uniformed fire personnel within the Carteret Fire Department, but excluding the Fire Superintendent. (Only employees covered by this agreement shall drive and operate Fire Vehicles.)

The parties further adopt into this agreement the following Borough resolution:

Section 1a. Resolution 79

BE IT RESOLVED by the Governing Body of the Borough of Carteret that, effective immediately, the Fire Superintendent, Captains, and Personnel of the Paid Fire Department cooperate with the members of the local volunteer fire companies in the training of the volunteer firemen in the proper operation and use of the snorkel, engines, and any and all other fire fighting apparatus and equipment, so as to be properly prepared in such uses in the event of any emergency arising out of the incapacity or unavailability for such duty by personnel of the paid fire department and the Chief of the volunteer fire department cooperates in setting up a schedule of dates, places

and time, and assignments of personnel and apparatus needed for such training.

IT IS the intention of this resolution that the members of the Paid Fire Department shall remain the exclusive operators of the said equipment, and only in the case of an emergency shall a trained volunteer fireman be permitted to operate the said fire equipment.

The operation of the snorkel requires the work of two men. It is understood that the paid fireman on duty who drives the snorkel to the fire shall at all times be the initial basket operator. In the event that another paid fireman is not present at the scene of a fire, the duty of the ground operator shall be assumed by a trained volunteer fireman. However, as soon as a paid fireman arrives, he will take over from the volunteer fireman. Furthermore, said paid fireman shall be paid on an overtime basis for his work.

#### Section 2.

The Borough and the FMBA hereby agree that the FMBA has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustments of disputes and grievances, and all other related matters.

#### Section 3. Agency Shop Bill

According to New Jersey State law: Chapter 477, Bill A-688, Agency Shop Bill, the Borough shall deduct from the wages of each employee of the Fire Department on the first pay of each month the following:

A. Initial dues \$50.00 for new employees who shall become members of the FMBA subsequent to the execution of this Agreement and for as long as said agreement remains in full force and effect.

B. Monthly dues in the amount of \$15.00 from the earned wages of all members of the FMBA.

C. A monthly service fee in the amount of \$12.75 from each member of the Fire Department who is not a member of the FMBA. Said service fee shall be used by the FMBA to defray expenses used in negotiation of contracts, administration of

grievance procedure and for acting as exclusive negotiation unit for the Fire Department.

## ARTICLE II

### FMBA NEGOTIATIONS COMMITTEE - ITS RIGHTS AND DUTIES

#### Section 1.

There shall be four members on the negotiating committee. These FMBA members shall be granted leave from duty with full pay for all meetings between the Borough and FMBA 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.

There shall be two members on the FMBA negotiating committee, granted leave from duty with full pay for all meetings between the Borough and the FMBA for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

#### Section 3.

The Executive Delegate and President of the FMBA shall be granted leave from duty with full pay for all meetings of the State FMBA which such meetings take place at a time when such officer is scheduled to be on duty, providing that said Delegate give reasonable notice to his Captain to secure another employee to work in his place. FMBA Conventions - The Borough agrees to grant leave of absence with pay to the President and Executive Delegate of the FMBA or an authorized alternate in accordance with N.J.S. 11:26-C4.

The Borough further agrees to grant leave of absence with pay and financial compensation to the Executive Delegate to attend the League of Municipalities Convention.

#### Section 4.

A member holding office in the State FMBA will be permitted time off up to four (4) days per year to attend State FMBA functions.

## ARTICLE III

### MANPOWER

#### Section 1. Probationary Firemen

To enable the Borough to exercise sound discretion in the filling of positions within the Fire Department, no appointment to the position of Fireman in the Fire Department shall be deemed final and permanent until after the expiration of a period of one year probationary service. During the probationary period of an employee, the Borough may terminate the employment of such employee, if during this period upon observation and consideration of his performance of duty, they shall deem him unfit for such appointment. Nothing contained herein shall be used to deny any employee of any rights or any benefits to which he may be entitled under the pension provisions of the New Jersey Police and Firemen's Pension System covering employees of the Fire Department.

#### Section 2.

A Civil Service list shall be maintained at all times, and as a vacancy occurs in any position a good faith effort will be made to fill said vacancy within 30 days from the existing Civil Service list.

#### Section 3. Acting Officers

Whenever any Fireman is required to serve as acting Captain, such employee for each day of such service shall receive the rate of pay of a Captain.

#### Section 4.

The FMBA may request a meeting with the Public Safety Committee as it is deemed necessary to work out problems that may arise.

## ARTICLE IV

### HOURS OF WORK AND OVERTIME

#### Section 1. Hours of Work

The work week of all employees who perform fire fighting duties shall be an average of not more than forty-two (42) hours per week computed over a period of 8 week cycle, based on the work schedule cycle of two (2) nights of fourteen (14) hours each, followed by seventy-two (72) hours off, followed by two (2) days of ten (10) hours each, followed by twenty-four (24) hours off.

Section 1b.

Relief men in each of the ~~two~~ firehouses shall be given at least one week notice for each change.

Section 1c.

Men on duty at firehouses shall be permitted to attend monthly meetings of FMBA #67. However, only one fire truck can be used to attend said monthly meetings.

Section 1d.

Relief men shall not work more than forty-eight (48) hours per week, nor less than thirty-four (34) hours per week. They will also work no more than fourteen (14) hours per night shift and no more than ten (10) hours per day shift with at least ten (10) hours off between shifts, unless called in for overtime when their names come up on the overtime list.

Section 1e.

Starting time and quitting time for the day shift will be from 7:00 A.M. to 5:00 P.M. Starting time and quitting time for the night shift will be from 5:00 P.M. to 7 A.M.

Section 1f.

Hours of work for the Fire Prevention Office shall be from 8:00 A.M. to 4:00 P.M., Monday through Friday.

Section 2. Overtime

In the event that a need for overtime should occur in the Fire Department, there will be a Seniority List in each firehouse posted. This list shall show the hours of overtime worked for each person. Only if a man refuses, he will be automatically be passed by until a full cycle of the Seniority List is completed. This list shall be maintained by the Captain of each firehouse.

Section 2b.

Time and one half will be paid for working overtime. A Minimum call-in time of four (4) hours shall be paid.

Section 2c.

When the Volunteers are called in for the following:

1. Snow watch.
2. Mutual aid response out of town.

3. Drills involving the snorkel.
4. Extra pieces of apparatus at the scene.
5. Or a standby at the firehouse to answer other alarms, a paid fireman will be assigned to the above duties at a minimum call-in time of four (4) hours.

## ARTICLE V

### HOLIDAYS

#### Section 1. Holidays

All members of the Fire Department shall receive fourteen (14) holidays and three (3) personal days each year as follows:

- New Year's Day.
- Washington's Birthday.
- Lincoln's Birthday.
- Good Friday.
- Memorial Day.
- Independence Day.
- Labor Day.
- Columbus Day.
- Veterans' Day.
- Thanksgiving Day.
- Christmas Day
- Easter.
- General Election.
- Employee's Birthday.
- Three (3) Personal Days.

#### Section 2:

Preference for taking holiday leave will be governed by seniority. Leave may be taken one or more days at a time. Leaves will not be taken for more than seven (7) calendar days in order to permit those with lesser seniority to take holiday leave. Holiday leaves shall not interfere with vacations and must be taken within the calendar year unless extenuating circumstances, approved by the Safety Committee, prevent them from being taken.

#### Section 3.

Employees shall not be called back to work when on holiday leave. Holiday leave shall not be cancelled except in the case of extreme emergency. Such emergency shall mean the absence of three or more employees on sick leave.

#### Section 4.

Preference for taking personal days will be governed by

seniority. Employees shall be allowed three (3) personal days off per year. At least twenty-four hours notice must be given for one of the three days and fourteen days notice must be given for each of the two remaining personal days. When this procedure is followed, there can be no refusal for any reason of personal days off. No more than four (4) men shall be allowed off in one working day on personal days, holidays and vacation days combined. Personal days will have preferences over holidays and can be taken during vacation season.

Section 5.

In the event a holiday is declared by the President of the United States, the Governor of New Jersey and the Mayor of Carteret during the year, the members of the FMBA will be entitled to such holidays with pay.

ARTICLE VI

VACATIONS

Section 1.

All members of the Fire Department shall receive vacations each year as follows:

1st year to end of 4th year-----	2 weeks.
5th year to end of 9th year-----	3 weeks.
10th year to end of 14th year-----	4 weeks.
15th year to end of 19th year-----	5 weeks.
20th year and over-----	6 weeks.

Section 2.

No vacation shall be granted to any fireman during Fire Prevention Week.

Section 3.

Seniority in the Department shall be the basis for determining preferences for the first two vacation weeks. Requests for vacations shall be submitted no later than March 1st of any year. The vacation schedule shall be announced by April 1st of each year.

ARTICLE VII

SEVERANCE PAY

Section 1.

All members of the Fire Department who are eligible for retirement or disability retirement, upon their retirement,



shall receive the following severance pay:

Those members having accumulated sick time up to and including one hundred days shall be entitled to ninety (90) days pay based upon their rank at the time of retirement.

Those members having accumulated sick time from one-hundred and one days (101) to one hundred and fifty (150) shall be entitled to one hundred and ten (110) days pay based upon their rank at the time of retirement.

Those members having accumulated sick time from one hundred and fifty one (151) days to two hundred (200) days shall be entitled to one hundred and thirty (130) days pay based upon their rank at the time of retirement.

Those members having accumulated sick time from two-hundred and one (201) days to two hundred and seventy five (275) days shall be entitled to one hundred and fifty (150) days upon their rank at the time of retirement.

#### Section 2.

It shall be the option of the retiring member to accept his severance pay in one lump sum or to receive the same in bi-monthly payments until the same has been exhausted.

### ARTICLE VIII

#### LEAVE OF ABSENCE

#### Section 1.

Any fireman may be granted a leave of absence by the Superintendent of the Department provided said fireman obtains the approval of his Captain and provided further that such leaves of absence shall be limited to a forty-eight (48) hour period. Such leave of absence shall be without pay. In the event further leave of absence is desired, same may be granted only the Governing Body of the Borough.

#### Section 2.

A. That all Department members be granted four (4) working days of absence with full pay in the case of death involving a member's 1) spouse, 2) child, 3) grandchild, 4) mother, 5) father, 6) brother, or 7) sister.

B. That all Department members be granted two (2) working days of absence with full pay in case of death involving a member's 1) grandfather, 2) grandmother, 3) mother-in-law, 4) father-in-law, 5) brother-in-law, 6) sister-in-law.

C. Leave of absence with full pay shall also be granted for the death of aunts and uncles for the day of the funeral only.

ARTICLE IX

SALARY AND LONGEVITY

Section 1.

The salary as of January 1, 1980 is as follows:

Captain -	\$18,616.09
1st Grade Fireman -	\$17,686. <sup>31</sup> <del>25</del>
2nd Grade Fireman -	\$15,320.80
3rd Grade Fireman -	\$14,542.66
4th Grade Fireman -	\$13,764.51

*provided the salaries  
are computed properly*

The salary as of July 1, 1980 is as follows:

Captain -	\$19,360. <sup>73</sup>
1st Grade Fireman -	\$18,387. <sup>96</sup> <del>53</del>
2nd Grade Fireman -	\$15,933.63
3rd Grade Fireman -	\$15,124.36
4th Grade Fireman -	\$14,315.09

The salary for January 1, 1981 is as follows:

Captain -	\$20,135.16
1st Grade Fireman -	\$19,128. <sup>53</sup> <del>03</del>
2nd Grade Fireman -	\$16,570.97
3rd Grade Fireman -	\$15,729.33
4th Grade Fireman -	\$14,887.69

The salary for July 1, 1981 is as follows:

Captain -	\$20,940.56
1st Grade Fireman -	\$19,887. <sup>21</sup> <del>95</del>
2nd Grade Fireman -	\$17,233.80
3rd Grade Fireman -	\$16,358.50
4th Grade Fireman -	\$15,483.20

The salary for January 1, 1982 is as follows:

Captain -	\$21,882.88
1st Grade Fireman -	\$20,782. <sup>27</sup> <del>90</del>

2nd Grade Fireman -	\$18,009.32
3rd Grade Fireman -	\$17,094.63
4th Grade Fireman -	\$16,179.94

The salary for July 1, 1982 is as follows:

Captain -	\$22,867.61
1st Grade Fireman -	\$21,718.13
2nd Grade Fireman -	\$18,819.74
3rd Grade Fireman -	\$17,863.88
4th Grade Fireman -	\$16,908.02

In the event that the present Cap Law, Law 1976, Chapter 68, 40A: 4-45.3, is amended to give municipalities <sup>substantial</sup> financial relief in the years 1980 or 1981, the salaries shall be amended as such:

- 4½ starting January 1, 1981.
- 4½% starting July 1, 1981.
- 4% starting in January 1, 1982.
- 4% starting in July, 1, 1982.

Longevity compensation for the years 1980, 1981, 1982 will be as follows:

5-9 years	2% of base salary
10-14 years	4% of base salary
15-19 years	6% of base salary
20 years and over	8% of base salary

All employees of the Fire Department covered by this agreement shall be entitled to and be paid longevity compensation. Longevity compensation shall be paid to each employee in addition to his salary.

Continuous service with the Fire Department and/or with the Borough as part of the Police and Fireman's Retirement System shall be the basis for computing longevity.

Section 2.

Any employee who assumes the duties of the Fire Inspector shall receive an annual sum of \$325.00 over and above his regular salary from performing necessary clerical duties.

Section 3.

All overtime earned by holidays not taken because of work requirements will be taken within a 12 month period or, at the end of the 12 month period will be paid at a rate equal to straight time.

ARTICLE X

GRIEVANCE PROCEDURE

- A. For filing purposes, the aggrieved person will have seven (7) working days from the time he discovers that there is a reason for a grievance. The grievance will be declared null and void if it is filed on or after the eighth working day from its discovery.
- B. The grievance shall be presented to the Superintendent in writing. He will have two working days in which to submit his reply.
- C. If item "B" is not settled satisfactorily, the grievance shall be submitted to the Public Safety Committee. The Public Safety Committee shall have four (4) working days to submit their reply.
- D. If item "C" is not settled satisfactorily, the grievance shall be submitted to the Mayor and Council. The Mayor and Council shall have five (5) working days to submit their reply.
- E. If item "D" is not settled satisfactorily, the grievance will be submitted to the Public Employee Relations Commission for arbitration by either party. The decision of PERC shall be binding upon both parties.
- F. Costs.
1. Each party shall bear the total costs incurred by themselves.
  2. The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs shall be shared equally.
- G. If the time limit is not adhered to in any step, the grievance is granted to the aggrieved.

ARTICLE XI

FMBA ACTIVITY PROTECTED

Section 1.

Nothing shall abridge the right of any duly authorized representative of the FMBA to represent the views of the FMBA to the citizens of the Borough on issues which affect the welfare of its members.

Section 2.

The Borough shall permit the FMBA to use the bulletin board in each firehouse for the posting of notices concerning FMBA business and activities.

ARTICLE XII

HEALTH AND WELFARE

Section 1.

The Borough agrees to assume the full cost of family coverage of the present New Jersey Hospital Plan including Blue Cross and Blue Shield coverage or equivalent coverage now offered to all members of the Fire Department.

Section 2.

The Borough agrees to assume the full cost of RiderJJ and Major Medical.

Section 3.

All members of the Fire Department shall have \$10,000.00 Life Insurance coverage including death benefits immediately upon being sworn in and assuming the duties of a fireman.

Section 4.

The Borough shall maintain in full force and effect, Workmen's Compensation Insurance for all firemen.

Section 5.

The Borough shall provide adequate Automobile Liability Insurance for all vehicles of the Fire Department and shall keep same in effect at all times.

Section 6., Mutual Aid.

The Borough shall see that employees who are either injured or killed while rendering aid to a neighboring community are fully covered by insurance and pensions.

Section 7.

If any other Borough employee <sup>(12)</sup> group receives any other additional health or dental plans, the FMBA shall also receive such a plan.

Section 8.

In case of death of any employee, all vacation pay and holiday pay due to him shall be paid to the employee's estate.

Section 9.

Employees who are authorized by the Public Safety Committee to take a fire science course at any accredited New Jersey College will be reimbursed the tuition after successfully completing the course. Books necessary for these courses will be paid for by the Borough and kept in the firehouse for reference and use by all fire personnel.

Section 10.

If a paid firefighter dies while an employee of the Borough, his estate shall receive compensatory monies for his sick days that are due to him had he retired.

Section 11.

All members of the Fire Department who retire after the effective date of the 1979 contract (January 1, 1979) shall have continued coverage of medical, hospitalization, and health insurance, including all existing "Riders" and premiums for such coverage shall be paid for by the Borough.

ARTICLE XIII

UNIFORM ALLOWANCE

Section 1a.

The Borough agrees to pay to the employees the sum of Three hundred and fifteen dollars (\$315.00), representing the uniform allowance for all members of the Fire Department of the Borough of Carteret. This sum is to be paid no later than May 1.

Section 1b.

In 1981, the uniform allowance will be \$365.00.

In 1982, the uniform allowance will be \$415.00.

Section 2.

Each new fireman employed by the Borough shall be provided at the Borough's expense, the following equipment:

1. Dress: Trousers, Jacket and Cap.

2. Turn out gear: Helmet, Turn out coat, boots, gloves, and goggles.

In the event any of the above are destroyed or damaged in the line of duty, same will be replaced at the Borough's cost and expense. Otherwise, replacement shall be at the cost of the individual fireman.

### Section 3.

Men on duty shall wear blue work shirts and blue work trousers with black shoes. This shall also be the uniform for men working in the Fire Prevention Bureau.

## ARTICLE XIV

### PROMOTIONS

Any promotion in the Fire Department shall be in accordance with Civil Service regulations and applicable New Jersey Statutes.

## ARTICLE XV

### STRIKE, LOCK OUT AND TRANSFERS

### Section 1.

A. The employees agree that they shall not at any time engage in a strike against the Borough.

### Section 2.

The Borough agrees that at no time shall it engage as what is commonly known as a "lock out" of employees, either directly or indirectly.

### Section 3.

It is agreed that no member of the Fire Department shall at any time be transferred to one firehouse to another for disciplinary purposes.

### Section 4.

All employees shall be permitted to exchange shifts so long as there is no additional cost to the Borough.

## ARTICLE XVI

### PRIOR PRACTICES

### Section 1.

All other rights, benefits, and privileges enjoyed by employees which are not specifically provided for or abridged in this agreement are hereby protected by this agreement, including but not limited to any rights, benefits and privileges

bestowed on the employees by laws of the United States, law of New Jersey Civil Service and laws of New Jersey.

ARTICLE XVII

RETENTION OF BENEFITS

The Borough agrees that all benefits, terms and conditions of employment not covered by this agreement and relating to the status of members of the FMBA shall be maintained at not less than the highest standards in effect at the time of the commencement of collective negotiations leading to the execution of this agreement.

ARTICLE XVIII

TERM AND CONDITION OF THIS AGREEMENT

Term of the agreement between the Borough of Carteret and the Firemen's Mutual Benevolent Association, Branch No. 67, shall be effective from January 1, 1980. This Agreement shall continue to remain in effect and full force until a new Agreement is signed.

IN WITNESS WHEREOF the parties hereto have here unto set their hands and seals, or caused these presents to be signed by their proper officers, and their seal to be hereto affixed this 22 day of May 1980.

For the Borough of Carteret

Joseph W. Stumpf  
Michael Sobel  
Joseph A. Witkowski

For the F.M.B.A. Local #67

Raymond J. ...  
William Robert