

AGREEMENT BETWEEN THE CITY OF BRIDGETON
AND
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL NO. 352

JULY 1, 2011 THROUGH JUNE 30, 2015

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THIS AGREEMENT entered into this 6th day of January 2012, by and between THE CITY OF BRIDGETON, IN THE COUNTY OF CUMBERLAND, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "EMPLOYER", or The "CITY", and FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL #352, hereinafter referred to as "ASSOCIATION".

1. PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment to promote orderly and peaceful labor relations for the mutual interest of the City of Bridgeton in its capacity as an employer, the employees, the association, and the people of the City of Bridgeton.

The parties recognize that the interest of the community and the job security of the employees depend upon the employer's success in establishing a proper service to the community.

To these ends, the employer and the association encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

2. RECOGNITION OF ASSOCIATION

Pursuant to and in accordance with all applicable provisions of Chapter 303 of the Laws of 1968 (N.J.S.A. 34:13A-5.1 et seq.) the employer does hereby recognize the association as the sole and exclusive representative of the EMS employees of the Department of Fire. The representation shall extend to the terms and conditions of employment.

3. MANAGEMENT RIGHTS AND RESPONSIBILITIES

It is recognized that the management of EMS in the Department of Fire, the control of properties and the maintenance of order and efficiency is solely a responsibility of the City. Accordingly, the City retains the rights, including but not limited to hire, suspend, or discharge for just cause, assign, promote or transfer to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repairs, amount of supervision necessary, machinery and tool equipment, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

In order to promote efficiency and ensure clarity of commands and orders, the City and the Local mutually agree that all full paid emergency medical technicians obey all orders, without question, of their Superior Officers at the scene of an incident. It is further agreed that all orders shall be given by Officers to employees covered by this Agreement at the firehouse.

4. EFFECT OF EMPLOYEE NOT JOINING ASSOCIATION

Neither membership in the Association nor non-membership shall be a condition of employment or continued employment. The Association agrees that there shall be no discrimination, intimidation, restraint or coercion by its officers, agents, or members against any employee who refuses or fails to join FMBA Local #352.

The Association shall indemnify and save the City harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken. The employer agrees to deduct from the wages of any employees covered by this agreement, all union membership dues and initiation fees for agency fees uniformly required, if any, as provided in a written authorization form used by the employer herein, provided that the said form shall be executed by the employee. Written authorization for union dues or agency fees deduction shall remain in full force and effect during the period of this contract, but union fees may be withdrawn at any time by the filing of notice of such withdrawals with the Comptroller of the Employer or other proper disbursing officer. The filing of this notice of withdrawal shall be effective to halt deductions as of January 1st or July 1st next succeeding date on which notice of withdrawal is filed. The employer agrees to provide this service without charge to the union.

The Employer and the Association agree as to representation fees in lieu of dues, in accordance with N.S.S.A. 34:13A-5.5, as follows: All employees not a member of the union shall pay a representation fee in lieu of dues in accordance with N.J.S.A. 34:13A-5.5, which fee shall be a maximum fee allowable under the aforesaid statute and which in no event shall such fee exceed eighty-five (85%) percent of the regular membership dues, fees, and assessments.

5. UNION REPRESENTATION

Association officials shall be permitted time, with the permission of the department head or the duly authorized representative, during regular working hours for the purpose of investigating or processing grievances.

6. VACATIONS

A. VACATION PERIOD

1. Vacations will, insofar as possible, be granted at the time most desired by employees according to their seniority per shift. No more than one (1) employee may be on vacation at the same time unless the department head is satisfied that there are sufficient personnel to operate efficiently. Employees shall submit a vacation schedule no later than March 1st of the calendar year in which vacations shall occur.
2. Eligibility: Employees shall receive the following paid vacations based upon their period of employment:
 - A. 90 days to end of 1 year – One 8 hour day for the first 90 days to one year.
 - B. Second (2) year to end of 5 years – 96 hours
 - C. Sixth (6) year to end of 10 years – 120 hours
 - D. Eleventh (11) year to end of 15 years – 160 hours
 - E. Sixteenth (16) year to end of 20 years – 200 hours

To qualify for a full vacation in any given year, an employee must have been continuously employed for his/her employment year. Employees who are employed less than a full year shall receive a prorated vacation.

If an employee becomes sufficiently ill so as to require in-patient hospitalization while on vacation, the employer shall charge such period and the recovery post period to employee's sick leave. Any unused vacation time resulting from the pressure of work as determined by the Fire Chief and approved by the Business Administrator may be carried forward into the next succeeding year and used in the first sixty (60) days.

7. HOLIDAYS

Employees are required to work on all holidays as part of their regular schedule. In the event City Hall is closed for any reason beyond the control of the City because of weather conditions or other emergency, EMS personnel shall work their schedule without additional compensation as they are an essential service.

8. PERSONAL TOUR

Employees will receive two (2) PERSONAL TOURS, each year, which will insofar as possible, be granted at time most desired by employees according to their seniority. No more than one employee may take a personal day at the same time unless the department head is satisfied that there are sufficient personnel to operate efficiently. Employees will give notice of taking personal day at least 48 hours in advance and shall be taken only with approval by the department head.

A new employee hired between January 1st and March 31st shall be entitled to 1 ½ personal tours. A new employee hired between April 1st and June 30th shall be entitled to 1 personal tour. A new employee hired between July 1st and September 30th shall be entitled to ½ personal tour. A new employee hired October 1st or later is not entitled to any personal tour in that calendar year.

Personal tours shall not be carried from year to year.

At the employee's option, personal tours can be divided into Three (3) four-hour segments.

9. LEAVE OF ABSENCE

A. A permanent full-time employee who has worked for the City for a minimum of twelve (12) consecutive months may request leave without pay for a period not exceeding three (3) months during a fiscal year for specific personal reasons, or other reasons deemed in the best interest of the City.

B. Applications for leave without pay must be submitted in advance, in writing, to the employee's Department Head, stating the employee's reason for requesting such leave and containing a statement that they intend to return to the City's service after expiration of such leave. The leave request must be recommended by the Department Head and City Business Administrator and approved by the Mayor. A leave of absence without pay shall not be considered for approval if the employee has paid leave available to utilize.

C. Any leave of absence without pay granted in this Article shall be in accordance with the Federal Family Medical leave Act (FMLA) and/or the Family Leave Act (FLA) and shall not be in addition to those regulations.

D. Maternity Leave

1. A leave of absence without pay not exceeding three (3) months shall be granted for maternity leave purposes.

2. Upon written request and certification from the employee's physician that additional time is needed, the City, in its sole discretion, may extend maternity leave beyond three (3) months.

E. During the period of a leave of absence without pay, an employee shall not continue to accrue seniority, but shall not lose any seniority already accrued. An employee shall not accrue vacation, sick or personal time during the leave of absence without pay.

10. LIFE INSURANCE

The City shall provide \$4,000 annually in life insurance coverage.

11. FUNERAL LEAVE

Employees within the Bargaining Unit shall be entitled to a bereavement leave of absence with pay due to a death of a member of said employee's immediate family or household as follows:

Four Calendar Days Leave

Spouse/Domestic Partner
Parent
Child
Sibling
Grandchild
Grand Parent
Step Child
Significant Other **
Mother-In-Law
Father-In-Law

One Calendar Day Leave

Uncle
Aunt
Niece
Nephew
Brother-In-Law
Sister-In-Law
Son-In-Law
Daughter-In-Law

****Significant Other:** Shall be defined as a person with whom the employee lived as a spouse or shared a domicile such as a life partner. It does not include roommates, friends or persons with whom the subject had other than a committed relationship and active relationship. Any employee who has been actively separated/divorced for over 364 days may only use one (1) day of leave for funeral leave of that significant other.

12. VETERANS

Nothing in this Agreement shall abridge the right and preferences of veterans and members of the Armed Forces Reserves, as provided by Federal, State and Local Laws.

13. HOSPITALIZATION – MEDICAL COVERAGE

A. The City shall provide the following health benefits for all permanent employees and their dependents, beginning on the first day of the third month after two (2) months of active employment:

Hospitalization, Major Medical, and Health Maintenance Organization coverages through the New Jersey State Health Benefits Plan (NJSHBP), as it exists or as

modified by the State Health Benefit Program (or any other substantially similar health benefit plan), including any changes in co-pays or deductibles that may be implemented by the New Jersey State Health Benefits Program, for all employees and eligible dependents covered by this Agreement. The City agrees to pay the cost of the NJSHBP selected by employees.

B. The City retains the right, at its option, to change any of the existing insurance plans or carriers providing such benefits, so long as the level of benefits provided to the employees and their eligible dependants is substantially similar. The City further reserves the right, at its option, to self-insure any of said plans and coverages so long as the level of benefits provided to the employees and their eligible dependents is substantially similar. Prior to making the changes, the City will review the changes with the Association.

C. Cost Contribution. Employees shall contribute to the costs of the Health Benefits Insurance Plan coverages in accordance with P.L.2011, Chapter 78.

14. PRESCRIPTION PLAN AND DENTAL PLAN

The Employer agrees to provide a Prescription Plan for the employees, their spouses and/or eligible dependents. Currently, a Prescription Plan is provided through the New Jersey State Health Benefits Plan.

Co-pays for generic prescriptions are currently Five Dollars (\$5.00) and Ten Dollars (\$10.00) for brand name prescriptions (per current State Health Benefit rates) and are subject to future additional changes to reflect the then applicable State Health Benefit Plan prescription co-pays.

In the event the City no longer provides prescription coverage under the State Health Benefits Plan, then in such event the co-payment for the Prescription Plan shall be \$10.00 for mail in prescriptions, \$15.00 for generic drugs and \$25.00 for brand name drugs. Reduced costs for prescriptions shall be available through a mail order system.

The city retains the right, at its option, to change the Prescription Plan provider so long as the level of benefits provided to the employees and their eligible dependants is substantially similar.

A. The parties acknowledge that there is presently no dental plan implemented by the City for the City employees, but the parties do further agree that if the City implements any dental plan of any City employees at the time the City shall implement said dental plan for members of the Association.

15. ABSENCE WITHOUT LEAVE

An absence of any employee from duty, including any absence for a single day or part of a day that is not authorized by a specified grant of leave of absence shall be deemed to be an absence without official or approved leave. Any such absence shall be without pay and may be subject for disciplinary action. In the absence of such disciplinary action, any employee who absents himself for five (5) consecutive days without authorized leave shall be deemed to have terminated his employment. Such action may be reconciled by a subsequent grant of leave at the option of the department head.

16. INTERFERENCE WITH WORK

The Association agrees to refrain from engaging in any strike, work stoppage, slowdown or interference of any kind with the operations of the City during the terms of this Agreement.

17. WORK ASSIGNMENTS

A. Employees shall perform any reasonable work assignments made by supervisors, so long as they suffer no reduction in their rate of pay and the assignments are in their job description as described by the State Department of Personnel. It is further provided that in no event shall employees covered by this Agreement be assigned police related duties (will assist Police in appropriate jobs relevant capacities (i.e. raise ladders, cut locks, etc) except in the case of emergency as determined by the department head.

18. WAGES

Effective July 1, 2011 employees of this bargaining unit will receive wages as set forth in the previous contract. Effective January 1, 2012 employees in this bargaining unit will receive wages as set forth in the wage guide in Exhibit A. Employees will be assigned to a step on the wage guide commensurate with their existing salaries. Employees will advance one step on the wage guide on the effective date of January 1, 2013; July 1, 2013; and July 1, 2014 regardless of the employee's anniversary date.

19. WORK HOURS AND OVERTIME COMPENSATION

A tour shall be defined as a twelve (12) hour shift. Employees shall normally be scheduled for 3 full tours and 1 half tour (six hours) each week.

Overtime compensation shall be paid for any hours worked over 40 hours in a work week. Vacation, personal, sick, and compensation hours do no count towards hours worked. Overtime compensation may be credited as compensation

hours upon the employee's request up to a maximum bank of twenty-four (24) hours. Compensation hours may only be used by the employee in six (6) hour increments and must be scheduled 48 hours in advance unless approved otherwise by the Fire Chief or his designee.

Overtime will be provided by a schedule made by the Chief of the Department. The current schedule starts with the most senior person offered and continues down the list of eligible personnel, once someone takes overtime the next person on the list is the first person offered overtime. The list is a continuing rotating list.

20. STANDBY CLAUSE

The parties agree that if standbys are needed, the City shall make every reasonable effort to reach full time personnel for said standby in order to have a minimum of half of the standby force to be comprised of full time personnel. Standby time shall be paid at no less than time and one-half or as applicable under the FLSA schedule exemption and shall be paid as close to the pay period worked as possible.

21. RETURN TO DUTY CLAUSE

If any employee is called to return to duty after having physically completed his/her work shift and vacated the premises of his place of employment, then said employee shall be guaranteed a minimum of two (2) hours of pay for said return to duty.

22. STATE CONVENTIONS, DISTRICT MEETINGS AND SCHOOLING

- A. Leave of absence with pay shall be given to one member of the Firemen's Mutual Benevolent Association Local #352, for attendance at the State Convention of the Firemen's Mutual Benevolent Association.
- B. Employees may attend at least one session per year of school pertaining to their employment as determined by the Chief of Department or designee. Subsequent to prior approval by the Chief of Department or designee, employees may attend any session necessary to maintain their certification i.e. Emergency Medical Technician. If said sessions are held during the normal hours of employment of said employee, the employee shall receive normal pay as if on the job. If said sessions are held during normal off hours of employment of said employee, the employee shall receive compensation at the rate of time and one half.

23. SICK LEAVE

Employees shall receive as sick leave, 120 hours per year. Said days do not have to be utilized during the calendar year, but may accumulate thereafter. During the first year of an employee's employment, said sick leave shall be given pro rate eight hours for every three months of employment up to December 31st of that calendar year.

24. PERSONNEL REGULATIONS

It is understood and agreed that the personnel regulations and the Fire Standard Operating Guide adopted by the City of Bridgeton, as applicable, shall apply in all cases and for all matters not covered by this Agreement except that the provisions providing that the City will recognize all holidays declared by the President of the United States, Governor of the State of New Jersey, shall be and is hereby deleted from said personnel regulations.

25. NEW JERSEY DEPARTMENT OF PERSONNEL

This contract is intended to comply with statutes, rules, and regulations of the New Jersey Department of Personnel and in the event there is a conflict, the Rules of the New Jersey Department of Personnel shall apply.

26. NEW JERSEY STATUTES RELATING TO FIRE AND EMS

This agreement is intended to comply with all New Jersey Statutes relating to Fire and EMS departments and in the event there is a conflict, the New Jersey Statutes shall apply.

27. OTHER EMPLOYMENT

No full-time member of the Association shall engage in any other form of employment, without having obtained prior approval of the Department Head, who shall give such permission only upon ascertaining that said employment will not in any way interfere with said member's employment with the Fire Department of the City of Bridgeton and upon being assured that said employment will not bring discredit to said Fire Department. Other employment must be approved by the Business Administrator.

28. PRESENTING A GRIEVANCE

In the event that any difference or dispute should arise between the terms of this Agreement, an earnest effort shall be made to settle such difference immediately and in the following manner, provided that the grievance is filed within five (5) working days of its occurrence or employee knowledge thereof:

1. Between the aggrieved employee with or without his/her steward and

his/her Fire Chief. If no satisfactory agreement is reached within five (5) working days, then:

2. Between the aggrieved employee and the local Association Representative in conference with the Department Head. Should no acceptable agreement be reached within an additional ten (10) working days, then:
3. Between the aggrieved employee and the local Association Representative and Business Administrator to appeal. If no satisfactory agreement is reached within fourteen (14) days, then
4. A meeting shall be arranged between the aggrieved employee and the local Association Representative and the Mayor and Business Administrator to appeal. If no satisfactory agreement is reached within fourteen (14) days, then
5. The matter may be referred to non-binding arbitration by the City and Association only.

It is understood that should any grievance proceed to the next step in the procedure as outlined herein, notice in writing shall be given by the Association to the appropriate City Official that a grievance has not been resolved in the next preceding step and said notice shall request that said City official arrange a meeting with the Local Association Representative or Representatives pursuant to this Section.

It is understood that should any grievance be resolved pursuant to Steps 1 through 4 of this Agreement, both parties to this Agreement shall execute a Memorandum of Agreement setting forth the fact of the grievance and basis for resolving the same, and in any event, the answer of the City official pursuant to any step in the grievance procedure shall always be in writing.

Either party may within ten (10) days after Step 4 Meeting request the New Jersey Public Employment Relations Commission to submit a list of arbitrators from which the parties may select an arbitrator. The decisions shall be non-binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees, and other expenses shall be borne by the parties respectively.

Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last City answer.

It is specifically understood and agreed that arbitration shall not be obtained as a matter of right if the grievance:

- i. Involves the existence of alleged violation of any agreement other than the present Agreement between the parties;
- ii. Involves issues which are discussed at negotiations but not expressly covered by the terms and conditions of this Agreement;
- iii. Involves claims of violations of an allegedly implied or assumed obligation;
- iv. Would require an arbitrator to consider, rule on, or decide the appropriate hourly salary or incentive rate at which an employee shall be paid, or the method by which such pay shall be determined.
- v. Would require an arbitrator to consider, rule on or decide any of the following:
 1. The elements of an assignment;
 2. The level, title or other designation of an employee's job classification;
 3. The right of management to assign or re-assign work.
 4. Pertains in any way to the establishment, administration, interpretation or application of insurance, pension, savings or other benefit plan in which covered employees are eligible to participate;
- vi. Involves discipline or discharge of employees who have not satisfactorily completed the designated probationary period.

Employees shall have an election as to whether they shall pursue remedies under New Jersey Department of Personnel or under the Grievance Procedures set forth herein. Action beyond Step 2 of the Grievance Procedure shall constitute an election to pursue remedies under the New Jersey Department of Personnel.

29. CLOTHING ALLOWANCE

The City will provide the following:

- 3 Summer Shirts (annually)
- 2 Winter Shirts (annually)
- 4 Pair EMS pants at time of hire, 2 annually thereafter
- 1 Pair of Shoes – Up to \$150.00 (annually)
- 1 "Job" sweat shirt (annually)
- 1-Multipurpose/all season EMT jacket

The annual clothing allowance of shirts and pants shall be provided by the City by June 1st of each year.

Uniform clothing damaged in the line of duty shall be replaced by the City upon approval by the Chief of Fire.

30. BREACH OF CONTRACT EFFECT

The waiver of any breach or condition of this Agreement by either part shall not constitute a precedent in the further enforcement of the terms and conditions herein.

31. SAVINGS CLAUSE

It is understood and agreed that if any part of this Agreement is in conflict with the Law that such part shall be suspended and the appropriate mandatory provision shall prevail and the remainder of the Agreement shall not be affected thereby.

In the event any statutes are enacted or regulations are promulgated that modify benefits to be provided to public employees including, but not limited to, sick leave, vacation leave, personal leave, health insurance, pensions or any other benefits, the provisions of this contract will be modified effective as of the date of enactment of any such statute or regulation.

32. RATIFICATION BY ASSOCIATION AND EMPLOYEES

The Association hereby represents that this Agreement was ratified solely by EMS employees of the City of Bridgeton employed pursuant to the terms of this Agreement and that no members of the Association who are not covered by this Agreement took part in the ratification proceedings. The Association further agrees that upon the adoption of any new Agreement which shall be substituted for this Agreement, or any part thereof, said Agreement will be ratified only by persons who are employed pursuant to the terms of this Agreement or the new Agreement.

33. EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete Agreement between the parties, and embodies all terms and conditions governing the employment of employees represented by the Association. The parties acknowledge they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining provided; however, that upon mutual agreement of the parties, which shall be in writing, the parties may further amplify or interpret the terms of this Agreement. Any prior commitment or agreement

between the City and the Association of any individual employee covered by this Agreement is suspended.

34. WRITTEN AGREEMENT

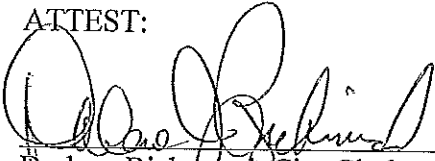
A written agreement signed by all parties shall be completed within ninety (90) days after approval of the budget. One hundred fifty (150) calendar days prior to the expiration date of this Agreement, the parties shall meet to discuss and negotiate regarding the terms and conditions of a new Agreement or the extension of this Agreement, provided that should the Public Employees Relations fix another time to commence negotiations, the rules of the Public Employees Relations Commission shall apply.

35. TERM OF AGREEMENT

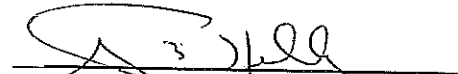
This Agreement shall be in effect until June 30, 2015 and thereafter until modified.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed on the day and year first above written.

ATTEST:

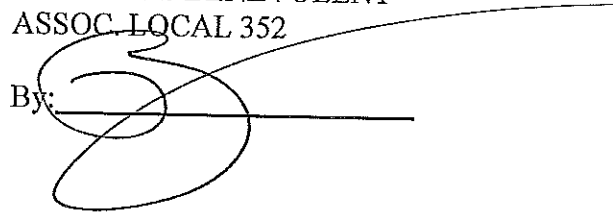

Darlene Richmond, City Clerk

THE CITY OF BRIDGETON
IN THE COUNTY OF
CUMBERLAND


Albert B. Kelly, Mayor

ATTEST:

FIREMEN'S BENEVOLENT
ASSOC. LOCAL 352

By: 

SCHEDULE A

Step	1/1/12	1/1/13	7/1/13	7/1/14
1	\$16.63	\$16.63	\$16.73	\$16.73
2	\$17.14	\$17.14	\$17.24	\$17.24
3	\$17.65	\$17.65	\$17.75	\$17.75
4	\$18.18	\$18.18	\$18.28	\$18.28
5	\$18.72	\$18.72	\$18.82	\$18.82
6	\$19.29	\$19.29	\$19.39	\$19.39
7	\$19.87	\$19.87	\$19.97	\$19.97
8	\$20.46	\$20.46	\$20.56	\$20.56
9	\$20.77	\$20.77	\$20.87	\$20.87
10	\$21.08	\$21.08	\$21.18	\$21.61

member	Step
APRIL, L	8
APRIL, M	8
BARDOE, S	8
COUCH JR, M	6
DURHAM, C	7
PETERS, R	5
SIAS, K	8
UPHAM, B	7
VERGA-HAAF C	6