

COLLECTIVE NEGOTIATIONS AGREEMENT

BETWEEN

MAYOR, CITY OF

NEW BRUNSWICK, MIDDLESEX COUNTY

AND

THE FIREFIGHTER'S MUTUAL BENEVOLENT ASSOCIATION

(LOCAL NO. 17)

NEW BRUNSWICK FIRE DEPARTMENT

JANUARY 1, 2007 THROUGH DECEMBER 31, 2010

Prepared by:

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AGREEMENT, made this day of , 2010 by and between the City of New Brunswick, Middlesex County, New Jersey, hereinafter referred to as the "City", and the Firefighter's Mutual Benevolent Association (Local #17) of the New Brunswick Fire Department, hereinafter referred to as the "Employee."

ARTICLE I

Purpose

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the City of New Brunswick and the Firefighter's Mutual Benevolent Association of the New Brunswick Fire Department, and to insure sincere bargaining, establish proper standards of salary, working conditions, hours and other conditions of employment; to present the rights and duties of the City and Employees; to provide for the resolution of legitimate grievances all in order that proper service shall be expedited and established in the best interest of the people of the City of New Brunswick and its Employees. The continuous efficiency and excellence of the Fire Department shall be considered foremost at all times by both parties to this Agreement.

ARTICLE II

Recognition

The City recognizes the Firefighter's Mutual Benevolent Association of the New Brunswick Fire Department as the exclusive collective bargaining representative for the New Brunswick Firefighter's Mutual Benevolent Association, it being agreed that this bargaining unit includes all members of the Firefighter's Mutual Benevolent Association of the New Brunswick Fire Department.

ARTICLE III

Duration of Agreement

The City and the Employees agree that the duration of this Agreement shall be for a period of four (4) years commencing January 1, 2007 and ending December 31, 2010. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration (December 31, 2010) set forth herein and until the parties have mutually agreed upon a new agreement.

ARTICLE IV

Discrimination

This City and the Employees both recognize that there shall be no discrimination by reason of sex, age, creed, race, origin and residency as far as employment and promotions are concerned or as far as any application for employment or job or as condition for

employment. This City further agrees that it will not interfere with or discriminate against any employee because of membership in, or legitimate activity on behalf of, the Firefighter's Mutual Benevolent Association of the New Brunswick Fire Department, nor will the City encourage membership in any other association or union or do anything to interfere with the exclusive representatives of the City in the appropriate bargaining unit.

ARTICLE V

Sick Time

Section 1.

Each firefighter shall receive fifteen (15) hours of sick time per month for a total of one hundred eighty (180) hours per year from the date of employment to the date that terminal leave commences. At the City's option, a firefighter may sell back accumulated, unused sick leave hours at 75% of the employee's current rate of pay. This program shall be initiated, if at all, solely at the City's discretion on or about 1 November of each calendar year. Sick time shall be cumulative and each firefighter shall be paid for one hundred (100%) percent of their accumulated sick time upon retirement in the New Brunswick Fire Department in the following manner:

- a. Firefighters will be paid fifty (50%) percent of the accumulated sick time as terminal leave. Terminal leave shall be

payable at the firefighter's regular bi-weekly rate, which rate shall be equal to the highest base salary attained by that firefighter at the time of termination of employment (including longevity, excluding overtime). Terminal leave payments shall continue until payment has been received for fifty (50%) percent of the accumulated sick time.

b. Firefighters will be paid the remaining fifty (50%) percent of their accumulated sick time in a lump sum payment within thirty (30) days of termination of employment or the nearest pay day thereafter. Payment shall be calculated by dividing the highest base salary attained by that firefighter at the time of termination of employment (including longevity, excluding overtime) by one hundred eighty-two and one half (182.5). Said calculation will arrive at a daily rate, which shall then be multiplied times the remaining fifty (50%) percent of accumulated sick time, thus arriving at the amount of the lump sum payable to the member.

Firefighters employed by the New Brunswick Fire Department as of January 1, 1983 shall have their daily rate calculated by dividing their base salary by two hundred sixty (260), instead of one hundred eighty-two and one half (182.5).

Firefighters who were hired prior to November 1, 1990 and who were permitted to accumulate sick time without limit, will have their sick time capped at the amount so accumulated at the time the

Agreement is executed. For example, a firefighter who was hired in 1985 and has 225 sick days accumulated at the time the Agreement is executed will have his/her accumulated sick time capped at 225 sick days from that point forward. In the event a bargaining unit member is promoted to a superior officer position, he/she will retain the full amount of accumulated sick leave and will not forfeit any accumulated sick days.

c. No firefighter shall accumulate additional sick time beyond the commencement of their terminal leave.

Section 2.

The heirs, assigns or designees of a firefighter whose employment is terminated by death and while in good standing shall receive payments as set forth in Section 1, paragraph (a) to (c) of this Article.

Section 2a.

Firefighters hired after November 1, 1990 and prior to July 31, 2010 shall be entitled to receive 50% of the value of their accumulated sick leave to a maximum of 481 hours, which may be taken in a lump sum payment at retirement or as agreed to between the firefighter and the City. Firefighters hired after July 31, 2010 shall be entitled to receive 50% of the value of their

accumulated unused sick leave up to a maximum payment not to exceed \$15,000 per employee which may be taken in a lump sum payment at retirement.

Section 3.

Firefighters who receive a disability retirement or a deferred retirement (within the meaning of the Police and Firemen's Retirement System) shall receive payments in accordance with Section 1, paragraphs (a) to (c) of this Article. If an Employee takes a deferred retirement, payment hereunder shall be made on the date that said Employee would have been eligible for retirement had he or she remained a firefighter of the New Brunswick Fire Department or payments shall be made on the nearest pay day thereafter.

Section 4.

Sick time taken in excess of one hundred eighty (180) hours per year must be replenished before accrued time will begin again.

Section 5.

Hospital confinement and major illness or injury shall be treated in the following manner.

a. Any firefighter who is confined to a hospital for non-related service injuries, or major illness, for any period up to

one year, will not be charged under sick time except as hereinafter provided. Any time over one year will be subject to review and time may or may not be deducted. In the event a conflict arises with respect to a definition of a major illness between the parties, a meeting will be convened between the Business Administrator and firefighters of the bargaining unit for the purpose of arriving at a final determination.

b. Firefighters who enter the hospital and/or suffer a major illness shall request, as soon as possible, a letter from the attending physician, indicating the type of illness and recommended recuperative time. This letter shall be sent to the Director of Fire.

c. After verification of the recommended recuperative time is made by the City Appointed Physician, if such verification is requested, and such recuperation time is completed, the fireman shall return to duty.

d. Reasonable recuperative time shall not be deducted from accrued sick time.

e. The Employee shall receive full pay during the periods as set forth herein.

f. Major illness is defined as an illness or injury which is not service related and requires hospitalization for six (6) calendar or more days, or non-elective surgery, or an ailment or

contagious disease requiring a leave of thirty (30) or more calendar days which would render a member unfit for light duty. The first one hundred twenty (120) hours of an approved major illness claim will be charged against a firefighter's accumulated sick time.

Section 6.

Service connected disabilities shall be treated in the following manner:

a. Firefighters who are injured while in the performance of duty or who sustain an illness directly related to the fire occupation, will receive up to one (1) year sick leave, not chargeable under sick time regulations. After a period of one year, the illness will be reviewed on a monthly basis and further sick leave will be approved or denied.

b. Any service connected disability must be verified by fire reports and verified by the City Appointed Physician.

c. The Employee shall receive full pay during the periods as set forth herein, compensation awards made directly to the individual will not be turned over to the City.

d. If the employee is judged by the City physician or Worker's Compensation physician to be able to perform light duty, an employee on light duty is expected to work two (2) 10-hour days

schedule

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within the eight (8) day work[^] only or incur a loss of benefits under this Article.

Section 7.

Effective January 1, 2005, firefighters working a 24/72 schedule who report off duty due to illness within 12 hours from the start of a shift will be charged sick time for those hours actually not worked. Firefighters who report off sick after 12 hours of work will not be charged sick time for the remaining hours of the shift.

Section 8.

Whenever certification of illness is required to be made by the City Appointed Physician under the terms of this Article, said Physician's decision shall be final, unless said decision differs from the opinion of the firefighter's private physician. In that event, the employee shall be referred to a third party physician, whose decision shall be final. The cost of a third party physician shall be borne by the City.

Section 9.

Whenever the City or its designated representative is going to require sick leave verification, the City shall pay the Employee's doctor directly, or reimburse the Employee for the doctor's fee as a result of said verification request.

Section 10 Light Duty.

For purposes under this Article, light duty is defined as any duty which may be required of a firefighter which will not exceed his or her physical limitations as imposed by illness or injury.

ARTICLE VI

Bereavement

Effective January 1, 2005, employees working a 24/72 schedule shall be entitled to twenty-four hours leave of absence with full pay in the event of the death of a spouse, parent, child, brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, father-in-law or mother-in-law, aunt, uncle, brother-in-law, sister-in-law, grandparent-in-law or any relative residing in the employee's household.

ARTICLE VII

Personal Days

Firefighters shall have sixty (60) hours off per year to be used for any purpose whatsoever. However, the firefighter should, whenever possible, give the Shift Commander at least twelve (12) hours notice for each block of personal day(s) to be taken. In the first calendar year of employment, a new firefighter shall accrue twelve (12) hours at the end of each third month of employment or major portion thereof.

Personal days may be taken on December 24, 25, 31 and January 1, on basis of seniority; however, the City shall not have to grant said days if it would necessitate the payment of overtime.

ARTICLE VIII

Hours of Work and Overtime

Firefighters: The work week for firefighters shall consist of an average of forty-two (42) hours per week over an eight (8) week cycle.

Effective January 1, 2005, firefighters shall work twenty-four (24) hours followed by seventy-two (72) hours off for an average of forty-two (42) hours per week over an eight (8) week cycle.

Swaps will be limited to six (6) times per year with no more than three swaps outstanding at any time. All benefit time will be converted to hours and one day shall equal twelve (12) hours.

There shall be a ten (10) hour rest period before and after each twenty-four (24) hour shift unless there is an emergency.

Overtime: Firefighters shall be compensated for overtime on an hourly rate based on an average forty-two (42) hour week as noted above. An employee who is required to work overtime for any reason, shall receive a minimum of three (3) hours of overtime pay, computed at time and a half.

Firefighters creating an overtime situation such as Death in Family, Sick Leave, Injury Leave or any other cause for overtime sanctioned by the City or its representative shall be replaced by a firefighter at time and one-half.

A firefighter has the right to refuse an upgrade in assignment after forty-eight (48) hours.

If the overtime procedure is abused by a firefighter, the issue of difference moves to Step #2 of the grievance procedure as set forth in Article XVIII of this Agreement and during the remainder of this Agreement.

Acting Lieutenant Pay:

a. Assignment of a firefighter to acting Lieutenant will be made from a list of firefighters who are on the current or existing Lieutenant's list. If said list is exhausted, invalid or expired, assignments are to be made on a rotational seniority basis from among all firefighters. If a list remains valid and a sufficient number of firefighters are not available, e.g., because of vacation schedules, to fill the acting Lieutenant assignments, remaining assignments are to be made on a rotational seniority basis. A reasonable effort will be made to equalize acting Lieutenant opportunities among qualified eligible firefighters on an annual basis.

b. A firefighter assigned to act in the capacity of a Lieutenant shall be paid at the straight time daily rate of the negotiated salary for a Lieutenant, commencing on the first day of assignment to the end of the assignment. A firefighter's straight

time daily rate shall be determined by dividing base salary by 182.5.

ARTICLE IX

Uniforms and Equipment

Section 1. Uniform Cleaning and Maintenance Allowance.

The Employer agrees to pay to each firefighter during the term of this Agreement the sum of \$530.00 as an allowance for the cleaning and maintenance of uniforms. Payment shall be made by the City during the first pay period of each April. Effective January 1, 2005, there will be a \$50.00 increase in the cleaning and maintenance allowance, to \$580.00 per year.

Section 2. Uniform and Equipment Allowance.

During the term of this Agreement, each firefighter shall receive an annual allowance of \$431.00 for the replacement of clothing and equipment. Effective January 1, 2009, the annual allowance shall increase to \$520.00. Payment shall be made by the City during the first pay period of each December.

Any employee who has commenced terminal leave during the year, shall only receive a pro-rata share of the allowance up to the date terminal leave commenced.

Section 3.

If at any time the City makes any uniform change, the initial cost of requiring each firefighter to change his or her uniform shall be borne by the City and shall not be borne out of any part of the firefighter's uniform or cleaning allowance.

Any employee who has commenced terminal leave during the year, shall only receive a pro-rata share of the allowance up to the date terminal leave commenced.

A personal protection device to be attached to each SCBA (self contained breathing apparatus) shall be provided to each employee at no expense to the employee. Further, the City agrees to take whatever steps are necessary, if any, to be in compliance with N.J.A.C. 12.100-42(a) 9& 29 CFR Part 1910.156(3); compliance costs, if any, shall be borne by the City. A list of safety equipment shall be mutually agreed to and codified within the parties' collective negotiations agreement.

Section 4.

Any firefighter who has had his or her uniform damaged in the line of duty shall have that portion or all of his or her uniform completely replaced and the costs shall be borne by the City. Any item of personal property, usually carried by the average person, belonging to a firefighter, which is damaged in the line of duty shall be replaced and the costs shall be borne by the City, except that the replacement of a watch or time piece shall be limited to a

maximum of fifty (\$50.00) dollars and eye-glasses or contact lenses shall be limited to a maximum of one hundred (\$100.00) dollars above replacement costs not covered by insurance or replacement in kind. Effective January 1, 2010, the reimbursement for replacement of a watch or time piece damaged in the line of duty shall increase to \$100.00 and reimbursement for the replacement of eyeglasses or contact lenses damaged in the line of duty shall increase to \$150.00. In no event shall the cost to the City exceed actual replacement cost.

Section 5.

There shall be regular inspections of uniforms by designated superiors. It is understood that such inspections will take place subsequent to January 1 of each contract year. If in the discretion of the superior it is determined that a uniform or any part thereof should be replaced, the firefighter shall replace same.

ARTICLE X

Health Benefits And Hospitalization

Section 1.

The City shall provide to all full-time employees hospitalization and sickness insurance. In the event that the City shall cancel or be canceled by the hospitalization and sickness plan that was in effect prior to the writing of this Agreement, it shall be the obligation of the City to provide the same coverage

and benefits to the employees with another carrier and/or plan. In addition, the City will provide a major medical benefit program for all employees and will pay the cost for each employee and his or her immediate family.

Increased costs for option plans (like HMO), which are selected by the employee, if authorized by the City, shall be borne by the employee, if any.

Effective upon the execution of this Agreement, the FMBA agrees to the implementation of a \$10.00 doctor's visit co-pay.

Effective upon the execution of this Agreement, the City shall provide benefits to new widows and dependents of a deceased employee for a minimum of two years after the death of the employee. Said benefits shall include hospitalization, dental, major medical, prescription and vision.

Effective upon the execution of this Agreement, the City shall pay 65% of the costs, for option plans (e.g., HMO), which are selected by the employee.

Effective May 22, 2010, employees shall be required to contribute towards health insurance premiums as required by law.

Section 2. Hospitalization For Retired Employees

Hospitalization and sickness insurance and the major medical benefit program shall also be provided for retired employees and their spouse and dependents at no cost to the retired employees. The parties agree that Medicare will be the primary insurance coverage when applicable.

Section 3. Dental Benefits.

Effective upon the execution of the Agreement, the City agrees to provide all full time employees, their spouse and dependents with the same dental coverage as that provided to the Fire Superior Officers' unit. Specifically, employees may choose to participate in either the Dental Option Plan, the PPO Plan or the Managed Dental Choice Plan. Details regarding these plans may be obtained through the City Administrator's Office.

Section 4. Vision Care & Prescription Plan.

The City shall provide all full-time employees, their spouse and dependents with a vision care program and co-pay prescription plan. Benefit Schedules shall remain the option of the City.

Effective upon the execution of the Agreement, the FMBA agrees to modify the current prescription plan to reflect the prescription plan accepted by the PBA and was effective February 1, 2002. Cosmetic drugs shall be excluded unless deemed medically necessary.

For example, Retin-A would be covered if prescribed for acne but would not be covered if prescribed to fill out hollow cheeks, thin lips or to eliminate wrinkles.

Effective April 15, 2008, the prescription co-pay shall be as follows:

\$10.00 co-pay for generic drugs

\$20.00 co-pay for preferred brand name drugs

\$30.00 co-pay for non-preferred brand name drugs

Co-pays will be doubled for 90 day supply via mail order, i.e., \$20.00/\$40.00/\$60.00

Employees shall no longer be able to submit co-pay reimbursement requests through Aetna.

Section 5. Chiropractic Benefit.

Consistent with the City's current practice, the City shall pay a limited chiropractic benefit of up to \$500.00 per year per employee, his or her spouse and each of his or her eligible dependents provided it is medically necessary.

ARTICLE XI

Pensions

The City will provide pension and retirement benefits and contribute as heretofore to all employees covered by this

Agreement under the Police and Fireman's Retirement System pursuant to provisions of the Statutes and Laws of the State of New Jersey.

Effective as of the date of the parties' execution of this Agreement, the City will include holiday pay as pensionable salary for all bargaining unit employees.

It is understood and agreed that this benefit will only affect those wages reported as pensionable salary to PFRS, and will in no way affect other benefits or earnings such as longevity, overtime, the employee's day rate, the value of a vacation day, sick day, or acting pay, etc.

ARTICLE XII

Vacations

Yearly vacations will be as follows:

- A. After 1 year: 144 hours
- B. After 3 years: 240 hours
- C. After 10 years: 288 hours
- D. After 14 years: 336 hours
- E. After 16 years: 396 hours

The calculation of the hours to which employees are entitled under this Article shall be based on the anniversary date. Therefore, on the anniversary date after one year on the job an employee will, as is set forth above, receive 144 hours vacation time. This will be credited to his account for the calendar year in which the

anniversary occurs. If at that time that vacation time or any additional vacation time which is given cannot be scheduled during the calendar year in which the anniversary date occurs, the balance will be added to the following calendar year's entitlement beginning January 1.

Vacation choices with respect to available dates shall be on the basis of seniority. No less than three firefighters shall be permitted off on any date unless there are emergency situations.

At the City's option, a member may sell back unused, accumulated vacation leave hours at 75% of the employee's current rate of pay. This program shall be initiated, if at all, solely at the City's discretion on or about 1 November of each calendar year.

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

Vacation Changes: Where necessary, changes in vacation schedules will be made compatible to insure adequate manning at each duty station.

Injured Personnel. Firefighters injured in the line of duty preceding their vacation shall not be penalized and their vacation shall be rescheduled for a period which is mutually agreeable between themselves and the Director of Fire.

ARTICLE XIII

Longevity

In addition to base pay, the City agrees to pay, as a fringe benefit, and in addition to the regular salary, a longevity increment as per the following schedule:

- A. Upon completion of four (4) years -- 2% of annual base pay.
- B. Upon completion of eight (8) years -- 4% of annual base pay.
- C. Upon completion of twelve (12) years -- 6% of annual base pay.
- D. Upon completion of sixteen (16) years -- 8% of annual base pay.
- E. Upon completion of twenty (20) years -- 10% of annual base pay.

It is understood that any discrepancies in computation under this Article shall be resolved and adjusted by the next pay period, within the following pay period of the discovered discrepancy.

ARTICLE XIV

Savings Clause

In the event that any provision of this Agreement shall be finally determined to be in violation of any civil service law or applicable rules or regulations promulgated by the New Jersey Department of Personnel, such terms shall not impair the validity and enforceability of the remaining provisions of this Agreement.

ARTICLE XV

Holidays

The City agrees to include in each employees' base pay thirteen (13) days in each calendar year of the Agreement. Such compensation is equal to one hundred and twenty-six (126) hours pay at the Firefighter's individual hourly pay. Employees hired during the year shall receive pro-rata share of this holiday pay, just as any employee who has commenced terminal leave during the year shall only receive pro-rata share up to the commencement date.

It is understood and agreed that this benefit will only affect those wages reported as pensionable salary to PFRS, and will in no way affect other benefits or earnings such as longevity, overtime, the employee's day rate, the value of a vacation day, sick day, or acting pay, etc.

ARTICLE XVI

Leave Without Pay

The City Administrator, upon the request of an employee and after reasonable written notice, may grant a six (6) month leave of absence without pay to the said employee. Said leave may only be granted when written request signed by the employee and endorsed by the Fire Director is submitted. The City Administrator may extend such leave for an additional six (6) months. If, however, the said employee overstays such leave, his employment with the City shall

be deemed to have terminated. Seniority of the employee shall continue to accumulate during such leave. All provisions of this Article are subject to the appropriate New Jersey Department of Personnel Rules and Regulations.

ARTICLE XVII

Wages

Firefighters shall receive the following base salary compensation for the duration of this Agreement:

SALARY GUIDE				
<u>Firefighters</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Step 1 (0-12 months)	\$30,895	\$31,976	\$33,096	\$33,923
Step 2	\$42,178	\$43,654	\$45,182	\$46,312
Step 3	\$49,354	\$51,081	\$52,869	\$54,191
Step 4	\$56,528	\$58,506	\$60,554	\$62,068
Step 5	\$63,700	\$65,930	\$68,238	\$69,944
Step 6	\$70,877	\$73,358	\$75,926	\$77,824
Step 7	\$78,046	\$80,778	\$83,605	\$85,695

The above salary is intended to cover base salary only and to limit longevity stipends, overtime pay, etc. with respect to those employees entitled to same.

Emergency Medical Technician Stipend.

Effective August 15, 1995, the City shall pay an annual stipend equal to one percent (1%) of base salary to each firefighter certified as an Emergency Medical Technician ("EMT") so long as the firefighter maintains that certification. Effective January 1, 1998, the stipend shall be increased to one and a quarter percent (1.25%) of base salary. Effective January 1, 2007, the stipend shall be increased to one and one-half percent (1.5%) of base salary. Effective January 1, 2008, the stipend shall be increased to one and three-quarters percent (1.75%). Effective January 1, 2009, the stipend shall be increased to two percent (2.0%). Effective January 1, 2010, the stipend shall be increased to two and one-quarter percent (2.25%).

The EMT stipend set forth herein will be added to base salary for pension reporting purposes only and shall have no affect on any other benefit or earnings, e.g., longevity, overtime, or the value of a vacation day, sick day, acting pay, etc. The City will continue the current practice with respect to bearing the cost of EMT training and providing compensatory time for training.

A firefighter who has lost his/her EMT certification and has not made reasonable efforts to maintain that certification shall be required to pay the costs associated with recertification.

ARTICLE XVIII

Grievance Procedure

Section 1. Purpose

(a) The purpose of this procedure is to insure the prompt resolution of grievances arising under this Article and to provide an exclusive mechanism for the settlement of employee grievances.

(b) No resolution of any grievance under this Article shall add to, subtract from or modify any terms of this Agreement.

(c) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limit prescribed hereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limit prescribed at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time for processing a grievance.

(d) Where disciplinary proceedings have been instituted, the grievance procedure shall not be available during the pendency of such disciplinary proceedings for issues arising out of the subject

matter of the charges. Any issues finally determined or resolved during or in the course of a disciplinary proceeding shall be considered a final disposition as to those issues for the purpose of any subsequent grievance. All other rights and benefits under this Agreement shall be available to the subject firefighter during the pendency of any disciplinary proceedings.

Section 2. Definitions

(a) A grievance is defined as any dispute, controversy or issue involving the interpretation, application or violation (alleged or otherwise) of any provision of this Agreement, or regarding employment, or the application of any rule, regulation, ordinance and/or statute which actually affects working conditions.

(b) A "grievant" is defined as any bargaining unit employee or party to this Agreement who has a grievance as defined herein. The FMBA may file a grievance on behalf of any injured or unavailable employee and may file a class grievance on behalf of two or more employees if the grievance involves common issues of fact and law.

(c) Minor disciplinary action (as defined by the rules and regulations of the New Jersey Department of Personnel) and which is reduced to writing shall be subject to the grievance procedure under this Article.

(d) A "written grievance" shall comply with the following criteria.

1. It shall set forth the name of the employee(s) and/or party alleged to be aggrieved.

2. It shall set forth the date of the occurrence or event giving rise to the grievance.

3. It shall set forth a concise statement of the facts giving rise to the grievance.

4. It shall state the specific provision(s) of the Agreement, rule(s), regulation(s) and/or statute(s) which form the basis of the grievance.

5. It shall set forth the specific relief requested.

Section 3. Steps of Grievance Procedure

The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement, with the exception of major disciplinary action or other matters which are cognizable under the New Jersey Department of Personnel rules and regulations, which shall be submitted for resolution, if any, in accordance with those New Jersey Department of Personnel rules and regulations. The steps of the grievance procedure shall be followed in their entirety unless any step is waived by mutual consent in writing.

Step 1. The grievant shall informally discuss a grievance with the employee's immediate supervisor within twenty (20) calendar days after the grievant knew or should have known of the existence of the grievance. If the grievance is not amicably resolved within three (3) working days, the grievance shall be reduced to writing within seven (7) calendar days, signed by the grievant and submitted to the Captain at Step 1. It is expressly understood that no grievance shall be initiated more than thirty (30) calendar days after the grievant first knew or should have known of its occurrence. The Captain shall investigate the grievance and provide a written answer to the grievant within seven (7) calendar days of the date of submission.

Step 2. In the event the grievance is not resolved at Step 1, the grievant shall file the written grievance with the Fire Director, copying the City Administrator with same, within three (3) calendar days from the date the Step 1 written answer was received or should have been received. The Fire Director shall submit a written answer to the grievant within seven (7) calendar days of the date of receipt of the grievance.

Step 3. In the event the grievance is not resolved at Step 2, the grievant shall submit the written grievance to the City Administrator within three (3) calendar days from the date the Step 2 written answer was received or should have been received. The

City Administrator shall provide the grievant, the Fire Director and the attorney or representative for the grievant, if any, with a written answer to the grievance within fourteen (14) calendar days of its receipt.

Any employer grievance shall be initiated at Step 3 and filed with the FMBA President. The FMBA President shall submit a written answer to the grievance to the City Administrator within fourteen (14) calendar days of its receipt.

Step 4. In the event the grievance is not resolved at Step 3, the FMBA local (or the employer, where applicable) shall file a written demand for arbitration with the New Jersey Public Employment Relations Commission, 495 West State Street, Trenton, New Jersey within thirty (30) calendar days from the date the Step 3 answer was received or should have been received. A copy of the demand for arbitration shall be simultaneously filed with the City Administrator if the FMBA is the demanding party or the President of the FMBA local if the employer is the demanding party. Any demand for arbitration shall have a copy of the grievance attached.

The selection of an arbitrator and the conduct of the hearing shall be pursuant to the rules of the New Jersey State Public Employment Relations Commission then in effect.

The costs for the services of the arbitrator shall be shared equally by both parties. All other expenses, including, but not

limited to, the presentation of witnesses and attorneys fees shall be paid by the party incurring same.

The arbitrator so selected shall hear the dispute at a mutually agreeable date, time and place. The decision of the arbitrator shall be final and binding and shall be in writing setting forth findings of fact, reasons and conclusions on the issues submitted.

No one arbitrator shall have more than one grievance submitted to him/her, and under consideration by him/her, at any one time unless the parties otherwise agree in writing. A grievance shall be deemed under the consideration by an arbitrator until he/she has rendered a written decision which shall be done within thirty (30) days from the close of the hearing.

In the event of the submission of any matter for arbitration as herein provided, the arbitrator shall have no right or power to alter or modify the terms of this Agreement or to impose upon the parties any obligation or liability not expressly assumed by the parties under the provisions of this Agreement; nor may the arbitrator deprive the parties of any right reserved, expressed or implied, by them for their benefit hereunder.

The party initiating arbitration who subsequently withdraws the grievance from arbitration or otherwise discontinues the arbitration proceeding shall be deemed to have done so with

prejudice and may not thereafter invoke the grievance procedure as to the same matter except by written consent of the other party.

ARTICLE XIX

Standards and Benefits

Section 1.

The City hereby agrees that all benefits and conditions of employment, including but not limited to, holidays, clothing allowance and general working conditions presently in effect for the employees covered hereunder shall be maintained and the conditions of employment shall be improved wherever specific provisions for improvements are made in this Agreement.

Section 2.

The City agrees to implement a payroll savings deduction plan, the terms of which are to be mutually agreed to by the parties, for the benefit of its firefighters who authorize the City in writing to withhold money from their paycheck on a bi-weekly basis and to place said money in a Bank Savings Institution, or Savings and Loan Association, mutually agreed to by the City and its employees.

ARTICLE XX

General Provisions

A. Both the City and the Employees acknowledge that this Agreement is a fair agreement and both parties agree that no modification or waiver of any of the terms of this Agreement shall be valid unless in writing, signed and acknowledged by both parties. No waiver of any breach herein or default hereunder shall

be deemed a waiver of any subsequent breach or default of same or similar nature. Further, the waiver of any breach or conditions of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions thereof.

B. It is understood and agreed by and between the City and the Employees that if any part of this Agreement is in conflict with applicable State or Federal laws, that such part shall be suspended and the appropriate applicable provision shall prevail; the remainder of the Agreement shall not be affected thereby.

C. Notwithstanding Paragraph B of this Article, any provision in this Agreement which is not in conflict with N.J. Department of Personnel Rules and Regulations shall remain in full force and effect, it being the intention of the parties to supplement the protection afforded to employees under the rules and regulations promulgated by the New Jersey Department of Personnel.

D. Further, the City understands and agrees that new rules or modifications of existing rules governing working conditions must be negotiated with the FMBA and may not be unilaterally established.

E. Notwithstanding any prior Article to the contrary, all paragraphs of this Article or provisions of this Agreement may be changed or altered provided both parties mutually agree in writing.

ARTICLE XXI

Post-Termination Employment

Any employee whose services are terminated in good standing, and who is called to testify or assist in any proceeding, including, but not limited to, criminal and civil cases, administrative hearings, disciplinary hearings and so forth, that he/she investigated or was involved in prior to termination of his/her services, shall be compensated for such appearances by a day's pay at the present prevailing rate at the same compensation as paid to employees in the rank he/she held immediately prior to his/her termination, exclusive of overtime, together with compensation for traveling expenses.

ARTICLE XXII

Personnel Files

There shall be one New Brunswick Fire Department employee file, and the employees shall have the right to examine their files at a reasonable time. Employees shall have the further right to rebut any derogatory materials included in their files. No reasonable request to view a file shall be refused, and no advance notice shall be required, except that an employee shall be limited to viewing his or her file during regular business hours. Furthermore, a log shall be maintained indicating when a file has been viewed, by whom, and whether any material has been removed.

ARTICLE XXIII

Employee Representation

The Firefighter's Mutual benevolent Association 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 platoon. Representatives of the Firefighter's Mutual Benevolent Association, who are not employees of the City of New Brunswick, will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Firemen's Mutual Benevolent Association representation matters by notifying the head of the Fire Department.

ARTICLE XXIV

Management Rights

Section 1.

There are no provisions in this Agreement that shall be deemed to limit or curtail the City in any way in the exercise of the rights, powers and authority which the City had prior to the effective date of this Agreement unless and only to the extent that provisions of this Agreement curtail or limit such rights, powers and authority. The Firefighter's Mutual Benevolent Association

recognizes that the City's rights, powers and authority include, but are not limited to:

- a. The right to manage its operation;
- b. The right to direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge or lay-off. These rights, however, shall be exercised reasonably in accordance with this Agreement and for good cause.
- c. The right to make all plans and decisions on matters involving its operation;
- d. The extent to which any Department thereof shall be operated, the conditions thereto and replacements, curtailments or transfers thereof;
- e. Removal of equipment;
- f. Outside purchase of products or services;
- g. The scheduling of operation;
- h. Means and processes of operations;
- i. Materials to be used and the right to introduce new and improved methods and facilities and to change existing methods and facilities;
- j. To maintain discipline and efficiency of employees and prescribe rules to that effect;
- k. To establish and change standards of performance;

- l. Determine qualifications of employees;
- m. Regulate quality and quantity of performance;
- n. To run a Department efficiently.

The City in the exercise of any of its management rights shall, however, be bound by the terms of this Agreement and abide by same. The City shall exercise its management rights in accordance with Law and Due Process. The recognition of the management rights of the City is not a waiver by the Firefighter's Mutual Benevolent Association or its bargaining unit employees of any rights, benefits or privileges they may have under this Agreement or any other authority.

The Firemen's Mutual Benevolent Association and its bargaining unit employees shall have the right to grieve, under this Agreement, the unreasonable and/or arbitrary exercise of any of the foregoing management rights of the City.

ARTICLE XXV

Management of Operations

The FMBA covenants and agrees that during the term of this Agreement neither the FMBA nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report to duty or the concerted willful absence of a firefighter from his/her duties of employment) work stoppage, slowdown, walkout or other mass

absenteeism against the City. The FMBA agrees that such action would constitute a material breach of this Agreement.

In the event of a strike, slowdown, walkout or organized mass absenteeism, it is covenanted and agreed that the participation in any such activity by any agent, servant or employee of the FMBA or by any bargaining unit member shall be deemed grounds for disciplinary action up to and including termination of employment.

Nothing contained herein shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damage, or both, in the event of such breach by the FMBA, its agents, servants or employees or employees of the bargaining unit.

ARTICLE XXVI

Firefighter's Mutual Benevolent Association Business Leave

Section 1. Negotiations.

The members of the Firefighter's Mutual Benevolent Association negotiating committee shall be granted leave from duty with full pay for all meetings between the City and the Firefighter's Mutual Benevolent Association 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. Grievances.

The members of the Firefighter's Mutual Benevolent Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the Firemen's Mutual Benevolent Association 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 Firefighter's Mutual Benevolent Association President or Executive Delegate shall be granted leave from duty with full pay for all State and regional meetings of the Firefighter's Mutual Benevolent Association when such meetings take place at a time when such officer is scheduled to be on duty, provide that said President or Executive Delegate gives reasonable notice to the Director of the Fire Department.

ARTICLE XXVII

Check-Off

a. The employer agrees to check off Firefighter's Mutual Benevolent Association dues and assessments uniformly arrived at and pay over such money to the duly elected treasurer of the Firefighter's Mutual Benevolent Association. Employees will file authorization forms with the employer, signed by each employee prior to such deduction.

b. Any employee in the bargaining unit who does not join the Firefighter's Mutual Benevolent Association within thirty (30) days from the date of execution of this Agreement or any new employee who does not join the Firefighter's Mutual Benevolent Association within thirty (30) days of initial employment within the bargaining unit, and any employee previously employed within the unit who returns and who does not join the Firefighter's Mutual Benevolent Association within ten (10) days of re-entry into employment within the unit, shall pay a representation fee in lieu of dues to the Firefighter's Mutual Benevolent Association by payroll deduction. The representation fee shall be in an amount of no more than Eighty-five (85%) percent of the regular Firefighter's Mutual Benevolent Association membership dues, fees, and assessments as certified to the City by the Firefighter's Mutual Benevolent Association. The Firefighter's Mutual Benevolent Association may revise its certification of the amount of the representation fee upon sixty (60) days written notice to the City to reflect changes in the regular Firefighter's Mutual Benevolent Association membership dues, fees and assessments. For the purpose 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. In order for this provision to become effective, the Firefighter's Mutual Benevolent Association must

provide to the City and to employees referred to above, sufficient evidence that it has complied with the statutory requirement to establish an internal procedure for non-members who seek to challenge the appropriateness of the representation fee. The Firefighter's Mutual Benevolent Association shall comply with Chapter 477, Public Laws of 1979, in all respects.

ARTICLE XXVIII

Miscellaneous

Section 1.

It is hereby agreed and understood that the primary occupation of the employees under this Agreement is that of firefighter. In connection with the duties of firefighter, the City may assign fire personnel to specified fire prevention duties other than fire fighting duties and outside of the normal assigned work of those duties to combat and reduce false alarms and investigation of potential fire hazards. Such assignments shall be implemented by the Director of the Fire Department on a reverse seniority basis.

Section 2.

The parties agree that no firefighter shall utilize the sleeping quarters between the hours of 6:30 a.m. and 9:30 p.m. except in case of illness or emergency.

Section 3.

In event of retirement or death, the employee or his/her estate shall receive his/her vacation and holiday pay accumulated as of that date. The employee's vacation pay shall be in the same amount had he/she worked his/her standard schedule as presently computed.

Section 4.

It is understood and agreed by the City, that time off shall be provided to employees who wish to attend Fire Department schools, courses and/or seminars. It is further understood by the parties that prior approval must be obtained, however, said approval will not be unreasonably denied. Upon the successful completion of courses by members of the Fire Department furthering their education in firematics, said employees shall be reimbursed the amount of tuition and fees and books of said course by the City.

Section 5.

A. Any employee who is ordered to active duty to be a member of the United States Armed Forces shall be granted leave without pay for the period of such service without loss of seniority.

B. All members of the National Guard or Reserves shall be granted time off with full pay to attend required drills. Such time off shall be granted in addition to vacation and sick time. The Director may, however, reschedule an employee's hours and days

of work in order to enable the employee to attend drills and still fulfill all employment responsibilities without need for additional time off.

Section 6. Mutual Aid.

The City agrees that when mutual aid is required it will first recall to duty fifteen (15) New Brunswick firefighters. In the event that time does not permit the calling of New Brunswick firefighters first, Mutual Aid will then be called in until such time as the New Brunswick firefighters can be recalled to duty.

Section 7.

Employees who have duplicate health coverage may opt to waive their rights to insurance coverage; however, in those instances the City agrees to reimburse the employee 50% of the premium costs per year. The foregoing waiver option shall not apply if both the bargaining unit employee and the employee's spouse are not covered by the City's self-insurance program as City employees, and the first of the two spouses leaves the program. It is understood and agreed that an employee may opt to re-enroll in the insurance plans available by the City at a mutually agreeable date with additional language also to be mutually developed effectuating said re-enrollment.

Section 8

The City agrees to provide the FMBA with exclusive use of a room with available storage facilities and meeting facilities to accommodate fifty percent (50%) of membership capacity.

Section 9. Fire Procedures and Equipment Committee.

There shall be a standing committee consisting of the Director of Fire, the City Administrator, the FMBA President, the FMBA State Delegate, and the one other authorized representative of the Local for the purpose of discussing any matter or material or idea relevant and helpful to the harmony and efficiency of the Fire Department.

Section 10.

A copy of all notices regarding Fire Department business shall be sent to the FMBA President at least one week prior to posting or disseminating to all employees.

Section 11.

No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any occupational advantage, or given any adverse evaluation of his or her services without just cause. Any such action, asserted by a supervisor, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth if recourse is not provided

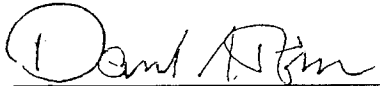
for under Rules and Regulations of New Jersey Department of Personnel.

Section 12.

The FMBA agrees to random drug testing and further agrees to negotiate over the procedures to be utilized.

IN WITNESS WHEREOF, the parties have hereunto set their hands
and affixed their seals, on this 13th day of November 2010.

CITY OF NEW BRUNSWICK



City Clerk

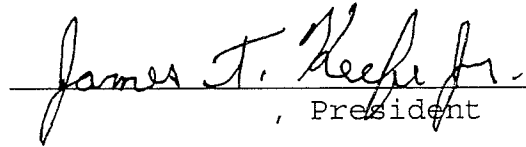


JAMES M. CAHILL, Mayor

WITNESSED:

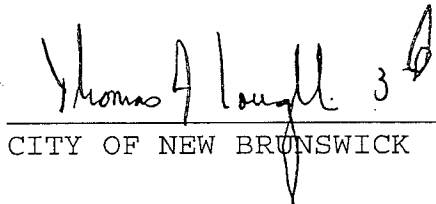
FIREFIGHTER'S MUTUAL BENEVOLENT
ASSOCIATION, LOCAL NO. 17





, President

APPROVED:



CITY OF NEW BRUNSWICK

Kvh/doc. #00718275

**AN ORDINANCE FIXING THE SALARIES AND WAGES FOR
FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL NO. 17
OF THE CITY OF NEW BRUNSWICK FOR THE YEARS 2007, 2008, 2009 AND 2010 PROVIDING FOR
THE MANNER OF PAYMENT THEREOF.**

BE IT ORDAINED, by the City Council of the City of New Brunswick, New Jersey as follows:

SECTION I

The annual salaries hereafter set forth shall be paid in bi-weekly installments. Nothing hereinafter set forth shall prevent payment of a special nature beyond the regular or routine business of the firemen.

SECTION II

The following salary guide establishing rates of compensation for employment classes shall be paid to qualifying firemen of the City of **New Brunswick Fire Department** retroactively from January 1, 2007 bases on the increment rate established herein.

For Those Hired Prior to June 1, 1995				
Firefighters	2007 (3.5%)	2008 (3.5%)	2009 (3.5%)	2010 (2.5%)
Step 5	\$78,046.00	\$80,778.00	\$83,605.00	\$85,695.00

For Those Hired After June 1, 1995				
Firefighters	2007	2008	2009	2010
Step 1 (0-12 months)	\$30,895.00	\$31,976.00	\$33,096.00	\$33,923.00
Step 2	\$42,178.00	\$43,654.00	\$45,182.00	\$46,312.00
Step 3	\$49,354.00	\$51,081.00	\$52,869.00	\$54,191.00
Step 4	\$56,528.00	\$58,506.00	\$60,554.00	\$62,068.00
Step 5	\$63,700.00	\$65,930.00	\$68,238.00	\$69,944.00
Step 6	\$70,877.00	\$73,358.00	\$75,926.00	\$77,824.00
Step 7	\$78,046.00	\$80,778.00	\$83,605.00	\$85,695.00

SECTION III

SEVERABILITY:

If any subsection, paragraph or provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, such finding shall not affect the remaining provisions hereof which shall remain in full force and effect.

SECTION IV

REPEALER:

All Ordinances inconsistent with the provisions of this Ordinance are repealed to the extent of such inconsistency.


SECTION V

EFFECTIVE DATE:


This Ordinance shall become effective twenty (20) days following final adoption and shall be published as required by law.

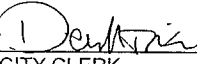
Daniel A. Tomasi, City Clerk of the City of Newark, New Jersey, certifies that the foregoing Ordinance is a true copy of the original Ordinance as adopted by the Council of the City of Newark on August 18, 2010, and as amended on September 15, 2010. Daniel A. Tomasi, City Clerk. Any reproduction of the Original Ordinance must contain the raised seal of the City of New Brunswick to be legally certified.

ADOPTED ON FIRST READING
 DATED: **August 18, 2010**

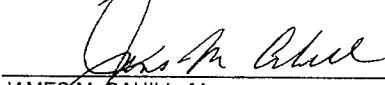

 COUNCIL PRESIDENT

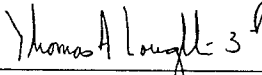
ADOPTED ON SECOND READING
 DATED: **September 15, 2010**

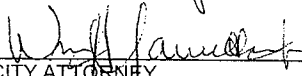

 COUNCIL PRESIDENT


 CITY CLERK

APPROVAL OF THE MAYOR ON THIS 24th DAY OF September, 2010.


 JAMES M. CAHILL, Mayor

APPROVALS:

 CITY ADMINISTRATOR


 CITY ATTORNEY

CHIEF FINANCIAL OFFICER

TAL/TKS/tm

BE IT RESOLVED, that Certified Copies of this Ordinance be sent by the City Clerk to the following:

- City Administrator
- Chief Financial Officer
- Personnel Officer

COUNCILMEMBER	Y	N	I	NV	AB	COUNCILMEMBER	Y	N	NV	AB
COOK	X					VALENTI				
EGAN	X					GARLATTI, Pres	X			
REC'D	Y	Pres	M							

COUNCILMEMBER	F	N	NP	AB	COUNCILMEMBER	F	N	NP	AB
COOK	X				VALENTI	X			
EGAN	X				GARLATTI, Pres	X			
REC'D	Y	Pres	M						

FIRST READING VOTE OR August 18, 2010 M=MOVED S=SECOND NV=NO VOTE AB=ABSENT