

AGREEMENT BETWEEN THE CITY OF BRIDGETON

AND

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL NO. 252

JULY-1-2011 TO JUNE-30-2015

TABLE OF CONTENTS

	Page
Purpose and Intent.....	4
Recognition of Association.....	5
Management Rights and Responsibilities.....	5
Effect of Employee Not Joining Association.....	5
Union Representation.....	6
Vacations.....	6
Personal Tour.....	8
Leave Of Absence.....	8
Life Insurance.....	9
Funeral Leave.....	9
Veterans.....	10
Health Benefits.....	10
Dental Plan.....	12
Absence Without Leave.....	12
Interference With Work.....	12
Work Assignments.....	12
Wages.....	13
Overtime Pay.....	13
Longevity Clause.....	15
Standby Clause.....	15
Return To Duty Clause.....	15

State Conventions And District Meetings And Schooling.....	15
Severance Pays.....	16
Sick Leave.....	17
Donated Leave Program.....	18
College Credits.....	18
Personnel Regulations.....	18
Department Of Personnel.....	19
New Jersey Statutes Relating to Fire.....	19
Other Employment.....	19
Presenting A Grievance.....	19
Clothing Allowance.....	22
Breach Of Contract Effect.....	22
Savings Clause.....	22
Ratification By Association and Employees.....	22
Embodiment Of Agreement.....	23
Written Agreement.....	23
Term Of Agreement.....	23
Salary Schedule "A" and "B"	Attached

THIS AGREEMENT entered into this 21st day of February, 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 #252, Senior Officers, hereinafter referred to as “ASSOCIATION.”

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.

1. 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 employees of the Captains and Lieutenants, in the Department of Fire, except that this representation shall not extend to any management executive or any supervisor having the power to hire, discharge, discipline or to effectively recommend the same, nor any person who is employed in a clerical or similar position in the

aforesaid Department. The representation shall extend to the terms and conditions of employment.

2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

It is recognized that the management of 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.

3. 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 #252.

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 or 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.J.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.

4. UNION REPRESENTATION

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

5. VACATIONS

A. VACATION PERIOD

(1) Vacations will, insofar as possible, be granted at the time most desired by employees according to their rank and seniority per shift. No more than one (1) supervisor per section may be on vacation at the same time unless the Department Head is satisfied that he

has sufficient personnel to operate efficiently. Employees shall submit a vacation schedule no later than March 1st. An employee may divide his vacation tours into twelve (12) hour segments. Additionally, an employee may divide his vacation tours into four (4) hour segments provided the time is used to attend college classes that are directly related to a college degree in Fire Science. This is limited to one (1) class per calendar year.

(2) **Eligibility:** Employees shall receive the following paid vacations based upon their rank and period of employment:

	Captain	Lieutenant
A. 1 year to end of 5 years –	Six (6) tours	Six (6) tours
B. 6 years to end of 10 years –	Seven (7) tours	Seven (7) tours
C. 11 years to end of 15 years –	Eight (8) tours	Eight (8) tours
D. 16 years to end of 20 years –	Eleven (11) tours	Ten (10) tours
E. 21 years to end of 24 years -		Eleven (11) tours
F. 21 years or More –	Twelve (12) tours	
G. 25 years or More -		Twelve (12) tours

To qualify for a full vacation in any given year, an employee must have been continuously employed for the 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 employee shall charge such period and the recovery post period to his sick leave. Any unused vacation time resulting from the pressure of work as determined by the Chief of Fire and approved by the Business Administrator may be carried forward into the next succeeding year.

When mutually acceptable to the Employer and an employee, the Employer may buy back the

lump sum of twenty-four hours of accrued vacation leave at said employee's rate of pay. This sell back by the employee may be exercised one time during the calendar year. Neither the Employer nor any employee can require the other to exercise this option.

6. 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 supervisor may take a personal tour at the same time unless the Department Head is satisfied that there are sufficient personnel to operate efficiently. Employees will give a minimum of three (3) hours prior notice of taking personal tour and it shall be taken only with the approval of the department head or designee.

Personal Tours may not be carried from year to year.

At the employee's option, personal tours can be divided into twelve (12) hour segments.

7. 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. 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.

8. LIFE INSURANCE

The City shall maintain a life insurance policy of \$4,000 for each supervisor.

9. 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:

TWO TOURS LEAVE

- Spouse
- Parent
- Child
- Sibling
- Grandchild

ONE-TOUR LEAVE

- Uncle
- Aunt
- Niece
- Nephew
- Brother-In-Law

**Grand Parent
Step Child
Significant Other*
Mother-In-Law
Father-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.**

Significant Other Exception: any employee who has been actively separated/divorced for over 364 days may only use one (1) tour of leave for funeral leave of that significant other.

10. 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.

11. HEALTH BENEFITS

A. Health Benefits

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 are 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 NJSHB Plan 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 eligible dependents 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.

C. Employee shall contribute to the costs of the health benefits insurance plan coverages in accordance with P.L. 2011, Chapter 78.

D. Prescription 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 copayment 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 cost 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 dependents is substantially

MEDICAL COVERAGE AFTER RETIREMENT

As of the signing of this contract, in compliance with the contract addendum dated

June 9, 1998, the City of Bridgeton and the Fireman's Mutual Benevolent Association Local #252 agree that health and prescription benefits after retirement with 25 years or more will fall under Public Law Chapter #330, which was signed into legislation in 1998. This provides contributory managed health care benefits for members of FMBA Local #252.

12. DENTAL PLAN

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

13. ABSENCE WITHOUT LEAVE

An absence of any employee from duty, including any absence for a single tour or part of a tour that is not authorized by a specified grant of leave of absence shall be deemed to be an absence without 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 two (2) consecutive tours without leave shall be deemed to have terminated his employment. Such action may be reconciled by a subsequent grant of leave recommended by the Department Head and approved by the Appropriate Authority.

14. 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.

15. 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 except in the case of emergency as determined by the Chief of Fire.

16. WAGES

Effective July 1, 2011 employees of this bargaining unit will receive wages as set forth in the previous contract without step movement. Effective February 26, 2012 employees in this bargaining unit will receive wages as set forth in the wage guide in Schedule A or Schedule B. Captains will be assigned to Schedule A, Step 3. Movement on the guide will be on July 1, 2012; July 1, 2013; and July 1, 2014 regardless of the Captain's anniversary date. Lieutenants will be assigned to Schedule B, Step 4 and will advance to Step 5 on July 1, 2013. Movement on the guide will be on July 1, 2012; July 1, 2013; and July 1, 2014 regardless of the Lieutenant's anniversary date. Supervisors promoted after January 1, 2012 will be placed on Step 1 of the appropriate guide in the appropriate year. Members serving in the capacity of Fire Inspector shall receive \$2,000 annually in their bi-weekly paycheck and shall be pensionable. Member serving in the capacity of Emergency Management Coordinator (EMC) shall receive \$3,000 in their bi-weekly paycheck and shall be pensionable. EMC pay is in lieu of Fire Inspector Pay.

17. OVERTIME PAY – OVERTIME ASSIGNMENT – ACTING OFFICER

A. Employees shall be paid based on an average 19-day work period as established by 7 (k) exemption Department of Labor comprised of 144 hours. Hourly rate shall be determined by dividing annual salary by 2912 hours, then the overtime rate shall be determined as time and one-half that rate. Any employee working more than his regularly scheduled hours during any work period, shall be compensated at time and one

half for all hours on duty in any work period which exceeds 144 hours. The 19-day work schedule is established as follows:

Day:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	X	O	O	X	O	O	X	O	O	X	O	O	X	O	O	X	O	O	X

The 19th day of an employee's schedule is compensable only if the employee has not utilized sick, vacation, personal, comp, or other valid absence(s) prior to the 19th day. A tour of duty shall be comprised of 24 hours.

The parties agree that compensatory time may be utilized in lieu of paid overtime on a mutually agreed to case by case basis, but shall be calculated at time and one half.

B. Overtime shall be classified and assigned on the following basis:

1. Scheduled overtime shall be overtime which the Chief of Fire or his designee, for that particular work, approves at least two (2) tours in advance of the time when the overtime is to be worked. Call back overtime shall be overtime approved by the Chief of Fire, or his designee to assist a regular shift. For either scheduled or callback overtime, a complete roster of each rank within the bargaining unit shall be kept in order of rank and seniority. Overtime will be assigned on a rotating basis and each time overtime is assigned to an individual, the next assignment will be first offered to the next officer on the roster, provided that if any officer is scheduled or any officer refuses to work scheduled overtime, the assignment shall be given to the next officer on the list not scheduled for a regular tour of duty and assignment will be made thereafter beginning with the last officer to have been assigned scheduled overtime. The Chief of Fire has the prerogative to fill daytime vacancies with available qualified officer personnel without using the overtime list.

2. Emergency overtime shall be overtime approved by the Chief of Fire, or his designee because an emergency has arisen. In this event the parties hereto agree that the Chief of Fire, or his designee may call in any available officer.

C. In the event that an officer shall be assigned by the Chief of Fire, or his designee, to perform the duties of a higher rank, the officer shall be eligible for compensation at the minimum base rate of the rank to which assigned, commencing after having served in that higher rank for two (2) consecutive tours. Compensation shall take effect on the start of the third consecutive tour and shall not be paid for the first two consecutive tours.

18. LONGEVITY CLAUSE

Longevity is deleted effective February 26, 2012.

19. STANDBY CLAUSE

The parties agree that if standbys are needed, that the City shall make every reasonable effort to reach full time men for said standby in order to have a minimum of half of the standby force to be comprised of full time men. Standby time shall be paid at no less than time and one-half or as applicable under the FLSA 7K schedule exemption and shall be paid as close to the pay period worked as possible.

20. RETURN TO DUTY CLAUSE

If any employee is called to return to duty after having physically completed his 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.

21. STATE CONVENTIONS AND DISTRICT MEETING AND SCHOOLING

a. Leave of absence with pay shall be given to the President and State Delegate of Firemen's Mutual Benevolent Association Local #252, for attendance at the State Convention of the Firemen's Mutual Benevolent Association. In addition thereto, the President and State Delegate shall receive leave with pay to attend District Meetings of the Firemen's Mutual Benevolent Association. Further, one Delegate may attend regularly scheduled State Executive Committee Meetings. If State law does not reflect above language, the President will be permitted to attend as

long as approved by the Chief and Appropriate Authority when a hardship or overtime situation occurs. No alternate will receive a leave of absence to attend any convention or meeting except when the State Delegate cannot attend. It is further agreed that as to the attendance by an employee of the District Meetings, The State Convention, or the State Executive Committee Meetings that said employee upon completion of attendance at said meeting shall return to work. It is further agreed that leave of absence shall be granted to delegates that are to attend the convention for NJ State Firemen's Association.

Delegate to the Southern District meeting shall return to work after the meeting as these meetings are generally held at night in surrounding counties. Delegate to the State monthly meeting shall return by 7:30 pm as these meetings are generally held in the daytime in Northern New Jersey. Generally daytime meetings will be granted 12 hours off and night meetings will be time as needed to travel to, attend the meeting and to return to duty.

b. Employees may attend at least one session per year of school pertaining to their employment. Employees may also attend any session necessary to maintain their certification i.e. Emergency Medical Technician, Fire Prevention Inspector, Arson Investigator, etc. If said sessions are held during the normal hours of employment of said employee, the employee shall receive normal pay as if he were on the job. If said sessions are held during normal off hours of employment of said employee, the employee shall receive compensation at one and one half rate of time. For any mandatory training, employees shall be given the option of overtime, or compensatory time. Any other approved training shall be compensated at one and one half rate of time, and may be compensated either by overtime or compensatory time, as determined by management.

22. SEVERANCE PAY

It is stipulated and agreed that employees who retire having accumulated sick days and/or tours, shall be compensated up to \$15,000. If a firefighter shall die in the line of duty during the term of employment, the City shall pay severance pay as provided in this paragraph. The severance pay shall be computed and paid within two years of the date of death to the beneficiary or if the beneficiary predeceased the employee, to the employee's estate.

23. SICK LEAVE

Employees shall receive as sick leave, seven (7) tours of duty per year. Said tours do not have to be utilized during the calendar year, but may accumulate thereafter.

SICK LEAVE SHALL BE CALCULATED AS FOLLOWS:

1 – 12 hours	= ½ tour
13 and over hours	= 1 tour

SICK BANK

A. Employees can charge their unused sick days off to another employee for dollar per dollar amount only in the event of a catastrophic health condition or injury. Employees must contact the Chief first for approval. The Appropriate Authority must give final approval.

For the purpose of this ARTICLE, a "catastrophic health condition or injury" shall be defined

as follows:

1. With respect to employee, a "catastrophic health condition or injury" is either:
 - i. A life threatening condition or combination of conditions; or
 - ii. A period of disability required by his or her mental or physical health or

the health of the employee's fetus which requires the care of a physician who provides a medical verification of the need for the employee's absence from work for 60 or more workdays.

2. With respect to employee's immediate family member, a "catastrophic health condition or injury" is either:

i. A life-threatening condition or combination of conditions; or

ii. A period of disability required by his or her mental or physical health

which requires the care of a physician who provides a medical verification of the need for the employee's absence from work for 60 or more workdays.

This article is to be administered in accordance with N.J.A.C. 4 A: 6 – 1.22.

24. DONATED LEAVE PROGRAM

Donated sick leave program shall be in accordance with the City of Bridgeton Personnel Manual effective as of the date of signing of this agreement.

25. COLLEGE CREDITS

Supervisors shall receive pay for an Associate Degree or a Bachelor Degree in Fire Science. Supervisors who have credits equal to or greater than 60 but do not have an Associate Degree will be eligible for the Associate Degree pay if 50% or greater of those credits are in Fire Science courses. College degree money is incorporated in the wage scale in Schedule A or Schedule B.

26. PERSONNEL REGULATIONS

It is understood and agreed that the personnel regulations and the Fire Manual 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.

27. 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.

28. NEW JERSEY STATUTES RELATING TO FIRE

This Agreement is intended to comply with all New Jersey Statutes relating to fire and fire Departments and in the event there is a conflict, the New Jersey Statutes shall apply.

29. OTHER EMPLOYMENT

No member of the Association shall engage in any other form of employment, without having obtained prior approval of the Chief of Fire and Business Administrator of the City of Bridgeton, 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.

30. 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 steward and the

Chief of Department. 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 Appropriate Authority. 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 the Business Administrator and the Mayor to appeal. No grievance for discipline of five days or less shall proceed beyond this step. If no satisfactory agreement is reached within fourteen (14) days, then

(4) The matter may be referred to 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 3 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 3 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 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:

- A. Involves the existence of alleged violation of any agreement other than the present agreement between the parties;
- B. Involves issues which are discussed at negotiations but not expressly covered by the terms and conditions of this Agreement;
- C. Involves claims of violations of an allegedly implied or assumed obligation;
- D. 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 his pay shall be determined.
- E. 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.
- F. 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;
- G. 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

31. CLOTHING ALLOWANCE AND MAINTENANCE

The City will provide by June 1 of each year the following:

2 Summer Uniforms

2 Winter Uniforms

1 Pair of Shoes – Up to \$150.00

Clothing Maintenance:

Clothing maintenance money is deleted.

32. BREACH OF CONTRACT EFFECT

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

33. 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.

34. RATIFICATION BY ASSOCIATION AND EMPLOYEES

The Association hereby represents that solely employees ratified this Agreement of the City of Bridgeton, Division of Fire, 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.

35. 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.

36. WRITTEN AGREEMENT

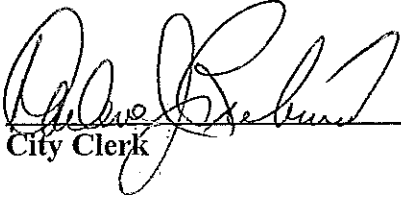
A written agreement signed by all parties shall be completed within ninety (90) days after approval of the budget. One hundred fifty (150) days prior to the expiration date of this Agreement, the parties shall meet to discuss and negotiate regarding the terms and conditions of a new Agreement or the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

37. TERM OF AGREEMENT

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

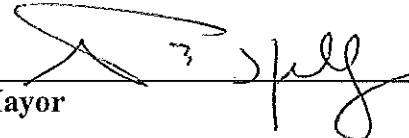
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed on the day and year first above written.

ATTEST:



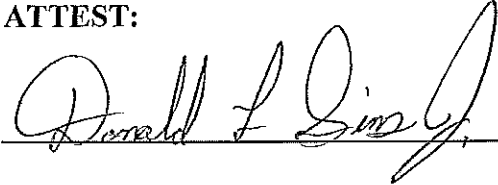
City Clerk

THE CITY OF BRIDGETON IN THE
COUNTY OF CUMBERLAND

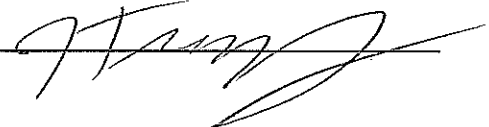


Mayor

ATTEST:



FIREMEN'S BENEVOLENT ASSOC.

By: 

SCHEDULE A

Captain

Step	1/1/12	7/1/12	7/1/13	7/1/14
1	82,500	83,738	85,412	87,120
2	83,766	85,022	86,723	88,457
3	85,041	86,317	88,043	89,804

Captain – Associate Degree

Step	1/1/12	7/1/12	7/1/13	7/1/14
1	83,800	85,057	86,758	88,493
2	85,066	86,342	88,069	89,830
3	86,341	87,636	89,389	91,177

Captain – Bachelor Degree

Step	1/1/12	7/1/12	7/1/13	7/1/14
1	85,100	86,377	88,104	89,866
2	86,366	87,661	89,415	91,203
3	87,641	88,956	90,735	92,549

Trembley	3
Shelton	3
Scarlato	3

SCHEDULE B

Lieutenant

Step	1/1/12	7/1/12	7/1/13	7/1/14
1	74,000	75,110	76,612	78,144
2	75,155	76,282	77,808	79,364
3	76,299	77,443	78,992	80,572
4	77,623	78,787	80,363	81,970
5	78,787	79,969	81,569	83,200

Lieutenant - Associate Degree

Step	1/1/12	7/1/12	7/1/13	7/1/14
1	75,300	76,430	77,958	79,517
2	76,455	77,602	79,154	80,737
3	77,599	78,763	80,338	81,945
4	78,923	80,107	81,709	83,343
5	80,087	81,289	82,914	84,573

Lieutenant - Bachelor Degree

Step	1/1/12	7/1/12	7/1/13	7/1/14
1	76,600	77,749	79,304	80,890
2	77,755	78,921	80,500	82,110
3	78,899	80,082	81,684	83,318
4	80,223	81,426	83,055	84,716
5	81,387	82,608	84,260	85,946

Schaffer	4
Sims	4
Justice	4