

**AGREEMENT**

**BETWEEN**

**BOROUGH OF CARTERET**

**AND**

**FIREFIGHTER'S MUTUAL BENEVOLENT**

**ASSOCIATION LOCAL #67**

**JANUARY 1, 2007 THROUGH DECEMBER 31, 2011**

**TABLE OF CONTENTS**

|   | <b><u>PAGE #</u></b> |
|---|----------------------|
| PREAMBLE .....  | 1                    |
| ARTICLE I - RECOGNITION AND AREAS OF NEGOTIATIONS .....                 | 2                    |
| ARTICLE II - MANPOWER .....   | 3                    |
| ARTICLE III - HOURS OF WORK AND OVERTIME .....                          | 4                    |
| ARTICLE IV - HOLIDAYS.....  | 6                    |
| ARTICLE V - VACATIONS .....   | 9                    |
| ARTICLE VI - SEVERANCE PAY.....   | 10                   |
| ARTICLE VII - LEAVE OF ABSENCE .....                                    | 10                   |
| ARTICLE VIII - SALARY AND LONGEVITY.....                                | 11                   |
| ARTICLE IX - GRIEVANCE PROCEDURE .....                                  | 13                   |
| ARTICLE X - F.M.B.A. ACTIVITY PROTECTED .....                           | 14                   |
| ARTICLE XI - UNIFORMS & PERSONAL EQUIPMENT.....                         | 15                   |
| ARTICLE XII - HEALTH AND WELFARE .....                                  | 16                   |
| ARTICLE XIII - EDUCATION.....   | 18                   |
| ARTICLE XIV – PROMOTIONS, COMMENDATIONS AND<br>HONORABLE MENTIONS ..... | 20                   |
| ARTICLE XV - STRIKES, LOCK OUTS AND TRANSFERS.....                      | 21                   |
| ARTICLE XVI - PRIOR PRACTICES .....                                     | 21                   |
| ARTICLE XVII - RETENTION OF BENEFITS.....                               | 21                   |
| ARTICLE XVIII - TERMS AND CONDITIONS OF THIS AGREEMENT .....            | 22                   |

## AGREEMENT

ret and Firefighter's Mutual Benevolent Association Branch #67

## PREAMBLE

of the first day of January, 2007, by and between the Borough of  
r referred to as the "Borough" and Firefighter's Mutual Benevolent  
fter referred to as the "F.M.B.A.", is designated to maintain and  
nship between the Borough of Carteret and such of its employees  
s of the agreement, through collective negotiations, in order that  
public service may be rendered.

## ARTICLE I - RECOGNITION AND AREAS OF NEGOTIATIONS

### Section 1. Recognition

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

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

### Section 1a. Resolution 79

Be it resolved by the governing body of the Borough of Carteret that, effective immediately, the Fire Chief, Captains and personnel of the Career Fire Department cooperate with the members of the local volunteer fire companies in the training of volunteer firefighter in the proper operation and use of the ladder, engines and any and all other fire fighting apparatus and equipment, so as to be properly prepared in such uses in the event of any emergency arising out of the incapacity or unavailability for such duty by personnel of the Career Fire Department and the Chief of the Volunteer Fire Department, cooperates in setting up a schedule of dates, places and times and assignments of personnel and apparatus needed for such training.

It is the intention of this resolution that the members of the Career Fire Department shall remain the exclusive operators of the said equipment and only in the case of an emergency shall a trained volunteer firefighter be permitted to operate the said fire equipment. The operation of the ladder requires the work of two men. It is understood that the career firefighter on duty who drives the ladder to the fire shall at all times be the initial basket operator. In the event that another career firefighter is not present at the scene of a fire, the duty of the ground operator shall be assumed by a trained volunteer firefighter. However, as soon as a career firefighter arrives, he will take over from the volunteer fireman. Furthermore, said career firefighter shall be paid on an overtime basis for his work.

### Section 2. Areas of Negotiations

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

### Section 3. Agency Shop Bill

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

- a. Initial dues of \$250.00 for new employees who shall become members of the F.M.B.A. subsequent to the execution of this agreement and for as long as said agreement remains in full force and effect.
- b. Monthly dues in the amount of \$55.00 from the earned wages of all members of the F.M.B.A.
- c. A monthly service fee in the amount of 85% of the regular dues from each member of the fire department who is not a member of the F.M.B.A. Said service fee shall be used by the F.M.B.A. to defray expenses used in negotiation of contracts administration of grievance procedures and for acting as exclusive negotiating unit for the fire department.

#### Section 4. Negotiations Committee

There shall be four members on the negotiations committee. The F.M.B.A. members shall be granted leave from duty with full pay for all meetings between the Borough and the F.M.B.A. for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

### ARTICLE II - MANPOWER

#### Section 1. Civil Service List

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

#### Section 2. Membership

The membership of the Carteret Uniformed Fire Department shall at all times consist of a minimum of the following: one (1) Chief, one (1) Fire Prevention Captain (both working a Monday through Friday schedule, nine (9) hours per day and four (4) days per week), a Fire Official and/or Fire Subcode Official, whose work duties may be combined for administrative efficiencies and coordination, four (4) Captains (one (1) on each shift) and 14 firefighters, for a minimum force totaling 20 members.

The Fire Official and/or Fire Subcode Official shall be appointed from the ranks of the uniformed Fire Department, provided such individuals, with proper licensing and certification as required by The State of New Jersey, exist within the ranks.

### Section 3. Probationary Firefighters

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

## **ARTICLE III - HOURS OF WORK AND OVERTIME**

### Section 1. Hours of Work

The work week for all employees of the Fire Department who perform fire fighting duties shall be what is commonly known as the "24-72" system. The four shifts alternate as follows:

The first shall work 24 consecutive hours beginning at 7:00 a.m. and ending the following morning at 7:00 a.m., followed by 72 consecutive hours off duty. The second shift shall relieve the first beginning at 7:00 a.m. and work 24 consecutive hours, followed by the third and fourth shifts on a rotating basis.

### Section 2. Additional Rules or Regulations

Administration of the "24-72" system shall be governed by such additional rules and regulations as may be required, provided that such rules do not change prior contract, past practices or working conditions presently in effect, except as specifically required to accommodate administration of "24-72" schedule.

### Section 3. Time-Off Benefits

It is understood and agreed by the parties that the computation of any and all time-off benefits, such as vacations and sick or other leaves, as established by past practices, scheduling and agreement, shall be equivalent in total to past time-off benefits under the "24-72" schedule.

### Section 4. Relief Men's Hours of Work

Relief men shall not work more than 48 hours or less than 24 hours in any week. All shifts shall consist of 24 consecutive hours starting at 7:00 a.m. The relief men will also have at least 24 hours in between each shift, unless called in for overtime when their names come up on the overtime list.

Section 5. Relief Men's Shifts

Relief men in each of the two firehouses shall be given at least one-week notice for each change. Relief men shall be assigned a specific shift whenever scheduling allows. Relief man preference or shift selection shall be governed by relief man seniority.

Section 6. Bureau of Fire Safety Hours

The hours of work for the Bureau of Fire Safety will be four days a week, nine hours a day, on a Monday through Friday basis.

Section 7. Overtime

In the event that a need for overtime shall occur in the Fire Department, there will be a seniority list posted in each firehouse. This list shall show the hours of overtime worked by each firefighter. This list shall be maintained by the captain of each house. Overtime requests shall be conducted during the shift immediately before said overtime occurs. If a man refuses, he will be automatically passed by until a full cycle of the seniority list is completed. Overtime will be worked in increments of 12 hours: 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m.

Section 8. Maximum Hours of Work

When call in personnel for overtime, the shift going off cannot work the 12-hour day overtime, but can work the night tour. The shift coming in cannot work the 12-hour night overtime before their regular shift starts. In other words, a firefighter cannot work 36 or more consecutive hours unless an emergency situation warrants it.

Section 9. Overtime During Vacations

Since vacation is to be taken in days, you may be called in for overtime on your regular days off.

Section 10. Overtime Pay

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

Section 11. Conditions Warranting Overtime

When any of the following occur:

- a. Snow watch
- b. Mutual aid
- c. Drills involving fire apparatus
- d. Extra manpower needed at the scene of a fire
- e. Standby at the firehouse to answer other alarms
- f. Standby for hazardous conditions
- g. Department Education Programs

ghter will be assigned to the above duties at a minimum call-in time of four (4) ie shift is doubled, or the Fire Official is on duty.

Scheduled Overtime

vertime shall be promulgated on the relief men's schedule.

Special Overtime Situations

apparatus is requested by an outside company, industry or special project for the viding fire, first aid or safety protection the minimum call in time of four hours ed. This shall be paid at time and one-half by the hiring agency to the Borough the firefighters in their regular pay periods. There shall be a minimum of two led in, but more may be utilized if the situation requires them.

Overtime on Holidays

of the Fire Department called in to work on a holiday, as defined in Article IV, n such duty is not part of their regular schedule of work, shall be compensated as

Time and one-half his regular rate of pay for all hours worked, plus an additional day to be taken off at a later date designated as a holiday and administered as a holiday.

Double time and one-half his regular rate of pay for all hours worked, with no additional day off.

It shall be the employee's choice of either a or b as his form of payment for such overtime worked on a holiday.

**ARTICLE IV - HOLIDAYS**

Holidays Listed

of the Fire Department hired prior to 01/01/2007 shall receive 168 hours of holiday ours of Personal Leave each year, totaling 216 hours.

1 after 01/01/2007 shall receive a total of 144 hours of Holiday Leave and 24 hours ave each year, totaling 168 hours.

days for members hired after 01/01/2007 will require 24 hours notice.



Holidays:

|                               |                     |
|-------------------------------|---------------------|
| New Year's Day                | Labor Day           |
| Martin Luther King's Birthday | Columbus Day        |
| Washington's Birthday         | General Election    |
| Lincoln's Birthday            | Veteran's Day       |
| Good Friday                   | Thanksgiving Day    |
| Easter Sunday                 | Christmas Day       |
| Memorial Day                  | Employee's Birthday |
| Independence Day              |                     |

Section 2. Preference for Taking Holiday Leave

Preference for taking holiday leave will be governed by seniority. Leave may be taken one or more days at a time. Holiday leaves shall not interfere with vacations, but may be taken during the vacation period whenever it does not incur overtime and must be taken in the calendar year unless extenuating circumstances approved by the Fire Chief prevent them from being taken.

Section 3. Cancellation of Holiday Leave

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

Section 4. New Holidays

In the event a holiday is declared by the President of the United States, the Governor of New Jersey and the Mayor of Carteret during the year, the members of the F.M.B.A. shall be entitled to such holiday with pay.

Section 5. Preference for Time-Off

At all times, the preference for taking personal days will be governed by seniority. Employees shall be allowed two personal days off per year. At least 24 hours notice must be given for one of these days and 14 days notice must be given for the other. No more than two men shall be allowed off in one working day on vacation, personal days and holidays combined. During the week of the F.M.B.A. Convention, those four men designated to attend the convention will have top priority for time off, over vacation, personal days, holidays, days due or department education programs. Personal days will have preference over holidays and can be taken during the vacation season. Said vacation season shall be designated from June 1 to August 31. The 24-hour personal day cannot be refused for any reason, even if an overtime situation occurs, but cannot be taken on Easter, Thanksgiving or Christmas.

Section 6. Days Due

Days due can be taken at any time during the year, as long as it does not incur overtime and does not interfere with vacations, personal days or holidays. Records of days due are to be kept in hours so they may be taken in hours. Preference for taking this accumulated time will be by total hours wanted rather than by seniority. An example would be a person wanting four hours would get it over a person wanting three hours.

Section 7. Firefighters Leave Record

The Captain in charge of scheduling shall maintain, update and post in log form, each firefighters leave record, a continuous departmental list. This list must include the firefighters name, the date requested off, type of leave, approval or reason for denial and the scheduling officer's signature. Vacations shall be excluded from this list.

Section 8. Scheduling Officer's Absence

Whenever the scheduling officer is away on vacation or extended leave, another Captain shall be designated to oversee his duties.

Section 9. Half-Shift Holiday Leaves

Half-shift holiday leaves may be taken by all firefighters, within the following guidelines:

- a. A half-shift may only be taken if the shift is doubled up.
- b. Anyone planning on taking a half-shift off must first call in to be certain that his shift is doubled up.
- c. The shifts shall be divided as follows: Day shift from 7:00 a.m. to 7:00 p.m. and night shift from 7:00 p.m. to 7:00 a.m.
- d. No prior approval is required for a half-shift off. However, all half-shifts must be noted in the day log to insure that they are properly recorded.

Section 10. Compensatory Time

Any member who actively participates in Fire Department programs while he is off duty shall receive compensatory time for his participation at a rate of time and one-half for each hour involved.

## ARTICLE V - VACATIONS

### Section 1. Vacations Received

All members of the Fire Department hired prior to 01/01/2007 shall receive vacation each year as follows:

|   |                 |
|---|-----------------|
| 1 <sup>st</sup> year to the end of 4 <sup>th</sup> year   | 4-24 hour days  |
| 5 <sup>th</sup> year to the end of 9 <sup>th</sup> year   | 6-24 hour days  |
| 10 <sup>th</sup> year to the end of 14 <sup>th</sup> year | 8-24 hour days  |
| 15 <sup>th</sup> year to the end of 19 <sup>th</sup> year | 10-24 hour days |
| 20 <sup>th</sup> year to the end of 24 <sup>th</sup> year | 12-24 hour days |
| 25 <sup>th</sup> year and over                            | 14-24 hour days |

All members hired after 01/01/2007 shall receive vacation each year as follows:

|   |                 |
|---|-----------------|
| After 12 months   | 2-24 hour days  |
| 2 <sup>nd</sup> year to the end of the 5 <sup>th</sup> year   | 3-24 hour days  |
| 6 <sup>th</sup> year to the end of the 10 <sup>th</sup> year  | 4-24 hour days  |
| 11 <sup>th</sup> year to the end of the 15 <sup>th</sup> year | 6-24 hour days  |
| 16 <sup>th</sup> year to the end of the 20 <sup>th</sup> year | 8-24 hour days  |
| 21 <sup>st</sup> year to the end of the 24 <sup>th</sup> year | 10-24 hour days |
| 25 <sup>th</sup> year and above                               | 12-24 hour days |

---

### Section 2. Fire Prevention Week

Vacation shall be granted to any firefighter during Fire Prevention Week, providing that this will not have any adverse effect on the Fire Prevention Program and is approved by the Fire Chief.

### Section 3. Preference for Vacation

Seniority in the department shall be the basis for determining preference for the first four vacation days. Requests for vacations shall be submitted no later than April 1<sup>st</sup> of any year. The vacation schedule shall be announced by May 1<sup>st</sup> of each year. No more than a total of six vacation days per week for the department shall be allowed.

### Section 4. Relief Men Vacations

Relief men, when taking a vacation, shall only take days when his assigned shift is working. If he takes his day in a one day week, then that is all he can work that week, unless there is any overtime.

## ARTICLE VI - SEVERANCE PAY

### Section 1. Severance Pay for Sick Time

All members of the Fire Department who are eligible for retirement or disability retirement shall receive the following severance pay:

- a. Those members having accumulated sick time up to and including one hundred days shall be entitled to ninety days pay based upon their rank at the time of retirement.
- b. Those members having accumulated sick time from one hundred and one days to one hundred and fifty days shall be entitled to one hundred and ten days pay based upon their rank at the time of retirement.
- c. Those members having accumulated sick time from one hundred and fifty-one to two hundred days shall be entitled to one hundred and thirty days pay based upon their rank at the time of retirement.
- d. Those members having accumulated sick time from two hundred and one days to two hundred and seventy-five days shall be entitled to one hundred and fifty days pay based upon their rank at the time of retirement.
- e. Sick time as stated herein shall be defined as one and one-quarter days pay per month and shall be allowed to accumulate.
- f. As of January 1st of a member's year of retirement, he shall receive the vacation benefits he earned the previous year. Any days worked after January 1<sup>st</sup> he shall continue earning benefits until his actual day of retirement.

### Section 2. Payment Options

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

### Section 3. Sick Days Sell Back

Any member having accumulated 150 sick days may opt sell back any number of sick days at a rate of straight time, not to exceed 8 days per year. The Borough agrees to pay the employees this sum to be included in his/her base pay.

## ARTICLE VII - LEAVE OF ABSENCE

### Section 1. Leave of Absence

Any firefighter may be granted a leave of absence by the Chief of the department provided said firefighter obtains the approval of his Captain and provided further that such leave of absence shall be limited to forty-eight hour period. Such leave of absence shall be without pay. In the event further leave of absence is desired, same may only be granted by the governing body of the Borough.

Section 2. Death in the Family

All department members shall be granted leave of absence with full pay in the case of death involving the following:

- a. Two (2) working days of absence for member's spouse, child, grandchild, mother, father, brother or sister.
- b. One (1) working day of absence for member's grandfather, grandmother, mother-in-law, father-in-law, brother-in-law or sister-in-law.
- c. Leave of absence for the day of the funeral for member's aunt or uncle.

Section 3. Sick Leave Clarification

Whenever a member is on scheduled leave and he becomes sick, his scheduled time reverts to sick leave, as long as the employee has sick leave due. A doctor's note will be required.

**ARTICLE VIII - SALARY AND LONGEVITY**

Section 1. Salary

All employees shall receive a 4.0% percent increase to base pay effective January 1, 2007; 3.85% percent increase to base pay effective January 1, 2008; 3.85% percent increase to base pay effective January 1, 2009; 3.85% percent increase to base pay effective January 1, 2010; 3.85% percent increase to base pay effective January 1, 2011.

Salary Guide

| <b>Fire Captain</b>                               | <b><u>2006</u></b> | <b><u>2007</u></b> | <b><u>2008</u></b> | <b><u>2009</u></b> | <b><u>2010</u></b> | <b><u>2011</u></b> |
|---|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
|   | \$83,444.00        | \$86,781.76        | \$90,122.86        | \$93,592.59        | \$97,195.90        | \$100,937.94       |
| <b>Firefighter</b>                                | <b><u>2006</u></b> | <b><u>2007</u></b> | <b><u>2008</u></b> | <b><u>2009</u></b> | <b><u>2010</u></b> | <b><u>2011</u></b> |
| Top Rate  | \$75,682.00        | \$78,709.28        | \$81,739.59        | \$84,886.56        | \$88,154.69        | \$91,548.65        |
| <b>Hired after July 1, 2001 but before 1/1/07</b> |                    |                    |                    |                    |                    |                    |
| 1 <sup>st</sup> Year                              | \$39,662.00        | \$41,248.48        | \$42,836.55        | \$44,485.75        | \$46,198.46        | \$47,977.10        |
| 2 <sup>nd</sup> Year                              | \$46,148.00        | \$47,993.92        | \$49,841.69        | \$51,760.59        | \$53,753.37        | \$55,822.88        |
| 3 <sup>rd</sup> Year                              | \$53,064.00        | \$55,186.56        | \$57,311.24        | \$59,517.73        | \$61,809.16        | \$64,188.81        |
| 4 <sup>th</sup> Year                              | \$61,228.00        | \$63,677.12        | \$66,128.69        | \$68,674.64        | \$71,318.62        | \$74,064.38        |
| 5 <sup>th</sup> Year                              | \$68,031.00        | \$70,752.24        | \$73,476.20        | \$76,305.03        | \$79,242.78        | \$82,293.63        |
| Top Rate  | \$75,682.00        | \$78,709.28        | \$81,739.59        | \$84,886.56        | \$88,154.69        | \$91,548.65        |

Effective upon ratification of this agreement the salary guide for all employees hired after 1/1/07:

|        | <u>2008</u> | <u>2009</u> | <u>2010</u> | <u>2011</u> |
|--------|-------------|-------------|-------------|-------------|
| Year 1 | \$39,662.00 | \$39,662.00 | \$39,662.00 | \$39,662.00 |
| Year 2 | \$43,628.00 | \$43,628.00 | \$43,628.00 | \$43,628.00 |
| Year 3 | \$50,172.00 | \$50,172.00 | \$50,172.00 | \$50,172.00 |
| Year 4 | \$57,698.00 | \$57,698.00 | \$57,698.00 | \$57,698.00 |
| Year 5 | \$66,352.00 | \$66,352.00 | \$66,352.00 | \$66,352.00 |
| Year 6 | \$76,305.00 | \$76,305.00 | \$76,305.00 | \$76,305.00 |
| Year 7 | \$81,739.59 | \$84,886.56 | \$88,154.70 | \$91,548.65 |

Section 2. Longevity

All employees of the Fire Department covered by this agreement shall be entitled to and paid longevity compensation. Longevity shall be paid to each employee in addition to his salary. Continuous service with the Fire Department and/or with the Borough as part of the Police and Firefighter's Retirement System shall be the basis for computing longevity.

Employees hired prior to 01/01/2007:

| <u>Years of Service</u>                        | <u>Percentage of Base</u> |
|--|---------------------------|
| 5 <sup>th</sup> through 9 <sup>th</sup> year   | 2%                        |
| 10 <sup>th</sup> through 14 <sup>th</sup> year | 4%                        |
| 15 <sup>th</sup> through 19 <sup>th</sup> year | 6%                        |
| 20 <sup>th</sup> through 24 <sup>th</sup> year | 10%                       |
| 25 <sup>th</sup> year and above                | 12%                       |

Employees hired after ratification of this agreement:

| <u>Years of Service</u>                        | <u>Percentage of Base</u> |
|--|---------------------------|
| 5 <sup>th</sup> through 9 <sup>th</sup> year   | 2%                        |
| 10 <sup>th</sup> through 14 <sup>th</sup> year | 3%                        |
| 15 <sup>th</sup> through 19 <sup>th</sup> year | 4%                        |
| 20 <sup>th</sup> through 24 <sup>th</sup> year | 5%                        |
| 25 <sup>th</sup> year and above                | 6%                        |

Section 3. Fire Official

Any employee who assumes the duty of Fire Official shall receive an annual sum of \$850.00 over and above his regular salary for performing required duties.

Section 4. Holidays Not Taken

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

Section 5. Acting Captains

There shall be a Captain assigned to each tour of duty, referred to as a Shift Captain. Whenever a Shift Captain is off, the senior firefighter on duty shall assume the responsibilities of Acting Captain and shall receive the rate of pay of a Captain for each day of such service, providing this does not conflict with Civil Service regulations.

Section 6. Fire Inspector

Any employee who earns a Fire Inspector/Fire Official License shall be paid the sum of \$250.00, which shall be paid annually separate from his base salary.

**ARTICLE IX - GRIEVANCE PROCEDURE**

Section 1. Grievance Procedure

The following procedure shall be followed concerning the filing and processing of grievances:

- a. For filing purposes, the aggrieved person will have seven working days from the time he discovers that there is a reason for a grievance. The grievance will be declared null and void if it is filed on or after the eighth working day from its discovery.
- b. The grievance shall be presented to the Chief in writing. He will have two working days in which to submit his reply.
- c. If item b) is not settled satisfactorily, the grievance shall be submitted to the Public Safety Committee. They shall have four working days to submit their reply.
- d. If item c) is not settled satisfactorily, the grievance shall be submitted to the Mayor and Council. They shall have five working days to submit their reply.
- e. If item d) is not settled satisfactorily, the grievance shall be submitted to the Public Employment Relations Commission for arbitration by either party. The decision of P.E.R.C. shall be binding upon both parties.
- f. If the time limit is not adhered to in any step, the grievance is granted to the aggrieved.

Section 2. Costs

- a. Each party shall bear the total costs incurred by themselves.
- b. The fees and expenses of the arbitrator are the only costs, which shall be shared by the two parties and such costs shall be shared equally.

Section 3. Reimbursement

An employee's reimbursement for counsel fees incurred in a successful defense of a disciplinary hearing shall be in accordance with New Jersey statute and applicable law.

Section 4. Grievance Committee

There shall be two members of the F.M.B.A. Grievance Committee granted leave from duty with full pay for all meetings between the Borough and the F.M.B.A. for the purpose of processing grievances when such meetings take place at a time during which such members are scheduled to be on duty.

**ARTICLE X - F.M.B.A. ACTIVITY PROTECTED**

Section 1. Representation of Views

Nothing shall abridge the right of any duly authorized representative of the F.M.B.A. to represent the views of the F.M.B.A. to the citizens of the Borough on issues, which affect the welfare of its members.

Section 2. Bulletin Boards

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

Section 3. Local Officers

The Executive Delegate and the President of the F.M.B.A. shall be granted leave from duty with full pay for all meetings of the State F.M.B.A. when such meetings take place at a time when such officers are scheduled to be on duty, providing that said officers give reasonable notice to their Captains to secure another employee to work in their place.

Section 4. Attending Meetings

Men on duty at both firehouses shall be permitted to attend all meetings of the F.M.B.A. Local #67.

Section 5. F.M.B.A. Conventions

The Borough agrees to grant a leave of absence with full pay to the President, Executive Delegate and two authorized alternates, a total of four, for F.M.B.A. Conventions.



Section 6. League of Municipalities Convention

The Borough agrees to grant leave of absence with full pay and financial compensation in the same amount as other Borough employees to the Executive Delegate to attend the League of Municipalities Convention.

Section 7. State Officers

A member holding office in the State F.M.B.A. shall be granted leave from duty with full pay for all meetings of the State F.M.B.A. when such meetings and functions pertaining to said position take place at a time when such officers are scheduled to be on duty, providing that said officers give reasonable notice to their Captains to secure another employee to work in their place. In addition, said members shall be granted time off of up to four days to attend meetings and/or functions pertaining to State F.M.B.A. Committee's as long as there is no additional cost to the Borough.

**ARTICLE XI - UNIFORMS & PERSONAL EQUIPMENT**

Section 1. Equipment Supplied

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

- a. Dress Uniform: trousers, jacket, cap and winter dress jacket.
- b. Turn Out Gear: helmet, turn out coat, boots, bunker pants, gloves, goggles, radio pager and charger (if within radio range).

If in the event any of the above are destroyed or damaged in the line of duty, same will be replaced at the Borough's expense. Otherwise, replacement shall be at a cost to the individual firefighter. All personal protective clothing must meet or exceed N.F.P.A. Standard 1971 and be equal in quality to all equipment, which is issued to the members of the Carteret Volunteer Fire Department.

Section 2. Station Wear

The men on duty shall wear blue work shirts and blue work trousers with black shoes and optional station wear cap. This shall also be the uniform for men working in the Bureau of Fire Safety.

## ARTICLE XII - HEALTH AND WELFARE

### Section 1. Medical Insurance

- a. The employer shall provide employees medical insurance and prescription plan through the State Health Benefits Plan during the entire term of this agreement.
- b. Existing employees may elect either the NJ DIRECT 10 or the NJ DIRECT 15 Plans or any eligible HMO program. Employees hired after ratification of this agreement shall be placed in NJ Direct 15 Plan; however said employees may elect the NJ Direct 10 Plan, provided that they pay the difference in the premium between the NJ Direct 10 Plan and NJ Direct 15 Plan, or any HMO plan. In addition, all employees hired after ratification of this agreement who have attained the 3<sup>rd</sup> step in the applicable salary guide shall pay \$10.00 per week toward the cost for single person medical coverage and \$20.00 per week toward the cost for family medical coverage.
- c. If the Borough seeks to remove the members or retirees from the State Health Benefits Plan, the Borough will only do so to a plan that provides equal to or better benefits than those provided by the State Health Benefits Plan.
- d. If a dispute arises that the new plan is not equal to or better than the State Health Benefits, then the parties agree that they will submit the issue to a mutually agreed upon arbitrator on an expedited basis.
- e. Should a member die of injuries sustained in the line of duty, his surviving spouse and dependents shall continue to receive medical and prescription benefits coverage at the Borough's expense as shall be authorized by state law and the State Health Benefits Plan.
- f. The Borough has established a Section 125 Plan.

### Section 2. Dental Plan

All members may choose a specific dental plan offered under the State Health Benefits Plan. If said member chooses to participate in a dental plan other than the Dental Expense Plan, the Borough will be responsible for 90% of the annual cost of the dental premium and the member shall be responsible for 10% of the cost. Should the member choose to participate in the Dental Expense Plan, then the Borough will be responsible for 80% of the annual cost of the dental premium and the member shall be responsible for 20% of said cost. Such coverage shall cease upon retirement.

### Section 3. Life Insurance

All members of the Fire Department shall have ten thousand dollars life insurance coverage, including death benefits, immediately upon being sworn in and assuming the duties of firefighter. All members upon retirement or disability retirement shall have a paid-up life insurance policy of five thousand dollars.

Section 4. Workmen's Compensation

The Borough shall maintain in full force and effect Workmen's compensation Insurance for all career firefighters.

Section 5. Automobile Insurance

The Borough shall provide adequate automobile liability insurance for all vehicles of the Fire Department and shall keep same in effect at all times.

Section 6. Mutual Aid

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

Section 7. Vacation and Holiday Pay

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

Section 8. Sick Days Defined

For all employees of the Fire Department, sick time shall be issued at one and one-quarter days per month of service and are cumulative. For those employees assigned to fire fighting duties, each sick day is equivalent to a twelve-hour day. For those assigned to office duties, each sick day is equivalent to a nine hour day.

Section 9. Sick Day Pay

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

Section 10. Continued Coverage

All members that retire with 25 or more years of service to the Borough, or who retire on a disability pension, from the Borough after the effective date of the 1979 contract (January 1, 1979) shall receive family medical coverage and prescription plan as retirees under the State Health Benefits Plan, whose premiums will be paid by the Borough. In the event the retiree is employed subsequent to his/her retirement and such Employer offers medical and prescription coverage equal to or better than the NJSHBP, the retiree shall accept said coverage in place of the Borough's plan, upon any loss of this replacement coverage, said employee shall be immediately re-enrolled in the Borough of Carteret's plan without coverage disruption or penalty. If a retiree's subsequent employer offers cash incentives for waiving of medical and prescription coverage, the employee shall contribute fifty percent of such incentive towards the Borough of Carteret's plan. In the event of the death of a retiree, his surviving spouse and

dependants may elect to continue health insurance coverage under the State Plan at the group rate at their own cost as permitted by State Statute.

Section 11. Additional Benefits

If any other Borough employee group receives any other additional health or dental plans, the F.M.B.A. members shall also receive such a plan at equal cost.

Section 12. Furnishings

The Borough shall furnish, maintain and replace when necessary, tables, chairs and any other types of household furnishings, provided that furnishings are not abused and the Fire Committee deems necessary.

Section 13. Ladder Truck Inspection

The Borough shall inspect all structural, aerial and hydraulic components of the Ladder Truck annually. The following inspection methods shall be included whenever applicable: penetrating dye, electromagnetic, ultrasonic and x-ray.

Section 14. Substance Abuse Policy

It is further agreed that the F.M.B.A. shall reopen the contract for the 2009, 2010 and 2011 years for the purposes of negotiating the implementation of a Substance Abuse Policy for these years.

**ARTICLE XIII - EDUCATION**

Section 1. Tuition Reimbursement

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

Section 2. Time Off for Attendance

Any firefighter who is authorized to attend a course or seminar paid for by the Borough shall be compensated for time spent there at a rate of time and one-half.

Section 3. Degrees and Certificates

Each member of the F.M.B.A. shall receive, in addition to his annual salary, three hundred fifty dollars for a Fire Science Certificate and five hundred fifty dollars for an Associates Degree and six hundred fifty dollars for a Bachelor of Science Degree. Said member shall receive a maximum of seven hundred dollars. This sum shall be paid per annum each year in a lump sum in a pay period during July.

#### Section 4. Incentive Program

All persons employed by the Borough as Career Firefighters shall be eligible to participate in the Incentive Program as set forth herein. The Incentive Program is a system of payments of financial bonuses to members for outstanding accomplishments or achievements. The bonus sum shall be increased by 4.0% for the year 2003. The bonus sum shall be increased by 4.0% for the year 2004. The bonus sum shall be increased by 4.5% for 2005. The bonus sum shall be increased by 4.5% for 2006. In subsequent years, the bonus shall be increased by the percentage amount equal to the percentage of the base salary increase. After (20) years of services, incentive pay shall be included in the member's base pay in lieu of a separate payment.

##### Component A-Emergency Care

For successful participation in the Emergency Care components as defined herein, members shall be paid 50% of the bonus sum:

Any member who in any year earns or maintains certification in the following courses of study shall be paid as set forth herein. Said member must be able to produce certification proving such training:

1. American Red Cross Standard First Aid and Personal Safety.
2. American Red Cross or American Heart Association CPR.

##### Component B-Job Attendance

For the successful participation in the Job Attendance component as defined herein, members shall be paid 25% of the bonus sum:

Any member who in any given year uses no more than two twenty-four hour days of casual sick leave shall be paid as set forth herein. Casual sick leave is defined as any sick leave used that does not involve examination or treatment by a physician.

##### Component C-Education

For successful participation in the Education component as defined herein, members shall be paid 25% of the bonus sum:

Any member who in any year at least one approved fire science course or seminar, resulting in certification or college credit, or attends the Woodbridge/Carteret Fire School or an accepted alternative. Said member must be able to produce certification proving such training.

Members of the Carteret Fire Department who achieve these standards shall be paid as set forth herein above on their last scheduled work day of the year.

Section 5. Certifications

Each member of the F.M.B.A. shall receive, in addition to his annual salary, two hundred fifty dollars for EMT certification, two hundred fifty dollars for First Responder certification, two hundred fifty dollars for Hazmat Tech certification, two hundred fifty dollars for Fire Service Instructor certification, two hundred fifty dollars for Arson Investigator certification, two hundred dollars for CPR Instructor certification. Said member shall receive a maximum of seven hundred fifty dollars. This sum shall be paid per annum each year in a lump sum in a pay period during July.

Section 6. Computer Network Administrator

Any employee who assumes the duty of Computer Network Administrator shall receive an annual sum of \$325.00 over and above his regular salary for performing required duties.

**ARTICLE XIV –  
PROMOTIONS, COMMENDATIONS AND HONORABLE MENTIONS**

Section 1. Promotions

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

Section 2. Honorable Mention Award

It is the desire of the Borough of Carteret to award in a tangible way those of its firefighters who perform their duties in an exemplary fashion. Any firefighter earning the award of Honorable Mention will receive a commendation and medal, to be presented to the firefighter during the Mayor's Awards Ceremony at the January Reorganization Meeting.

Section 3. Department Commendation

The Fire Commissioner, Fire Chief, F.M.B.A. Executive Board and the Captains will designate those firefighters who will receive the Department Commendation.

Section 4. Firefighter of the Year

The Fire Commissioner, Fire Chief, F.M.B.A. Executive Board and the Captains during the month of December, will choose a firefighter for the "Firefighter of the Year" Award for his actions above and beyond the call of duty to the Borough of Carteret and the Carteret Fire Department. With this award and distinction, said firefighter will receive one hundred dollars plus one compensatory day off. This day shall be taken off in accordance with Article IV, Section 6 of this agreement.

Service Recognition

years of service, the Borough of Carteret shall recognize a career firefighter a gold State F.M.B.A. ring or a gold watch, value not to exceed \$750.00.

**ARTICLE XV - STRIKES, LOCK OUTS AND TRANSFERS**

Strikes

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

Lock Outs

Employees that at no time shall it engage in what is commonly known as a lock out of directly or indirectly.

Transfers

No member of the Fire Department shall at any time be transferred from one position for disciplinary purposes.

Changing Shifts

Employees shall be permitted to exchange shifts as long as there is no additional cost to the Borough and the Union is notified.

**ARTICLE XVI - PRIOR PRACTICES**

Benefits and privileges now enjoyed by employees which are not specifically defined in this agreement are hereby protected by this agreement, including but not limited to the right, benefits and privileges bestowed on the employees by the laws of the State of New Jersey Civil Service and the laws of New Jersey.

**ARTICLE XVII - RETENTION OF BENEFITS**

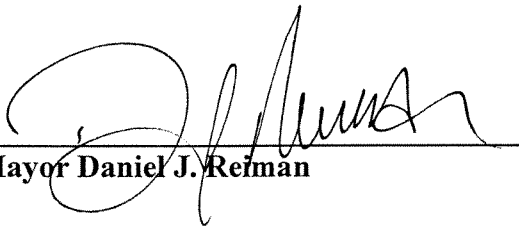
Employees that all benefits, terms and conditions of employment not covered by this agreement relating to the status of members of the F.M.B.A. shall be maintained at not less standards in effect at the time of the commencement of collective negotiations upon the expiration of this agreement.

**ARTICLE XVIII - TERMS AND CONDITIONS OF THIS AGREEMENT**

Term of the agreement between the Borough of Carteret and the Firefighter's Mutual Benevolent Association, Branch #67, shall be effective from January 1, 2007. This agreement shall continue to remain in effect and full force for 2008, 2009, 2010 and 2011, or until a new agreement is signed.

IN WITNESS WHEREOF the parties hereto have here unto set their hands and seals, or caused these presents to be signed by their proper officers and their seal to be hereto affixed this 22<sup>nd</sup> day of April, 2009.

**FOR THE BOROUGH OF CARTERET**

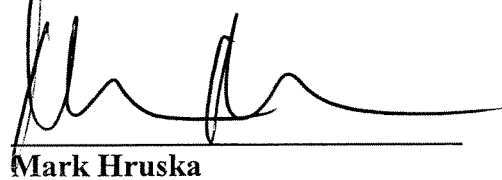
  
\_\_\_\_\_  
Mayor Daniel J. Reiman

  
\_\_\_\_\_  
Robert J. Bergen

Robert J. Bergen  
Attorney at Law  
State of New Jersey

**FOR F.M.B.A. LOCAL #67**

  
\_\_\_\_\_  
Russell T. App

  
\_\_\_\_\_  
Mark Hruska