

AGREEMENT BETWEEN THE CITY OF BRIDGETON

AND

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL NO. 52

7-1-2003 TO 6-30-2006

TABLE OF CONTENTS

Purpose and Intent.....	Pg. 4
Management of Association.....	5
Management Rights and Responsibilities.....	5
Effect of Employee Not Joining Association.....	6
Union Representation.....	7
Vacations.....	7
Holidays.....	8
Personal Tour.....	9
Leave Of Absence.....	9
Life Insurance.....	11
Funeral Leave.....	11
Veterans.....	11
Health and Prescription Coverage.....	11
Dental Plan.....	13
Absence Without Leave.....	13
Interference With Work.....	13
Work Assignments.....	13
Wages.....	14
Overtime Pay.....	14
Longevity Clause.....	15
Standby Clause.....	16

Return To Duty Clause.....	16
State Conventions And District Meetings And Schooling.....	16
Severance Pays.....	17
Sick Leave.....	17
College Credits.....	20
Personnel Regulations.....	21
Department Of Personnel.....	21
New Jersey Statutes Relating to Fire.....	21
Other Employment.....	21
Presenting A Grievance.....	22
Clothing Allowance.....	24
Breach Of Contract Effect.....	25
Savings Clause.....	25
Ratification By Association and Employees.....	25
Embodiment Of Agreement.....	25
Written Agreement.....	26
Term Of Agreement.....	26
Schedule "A" and "B".....	29
Donated Leave Schedule "C and D".....	30

THIS AGREEMENT entered into this 11 day of Oct, 2005, 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 #52, 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 Division of Fire, in the Department of Fire and Police, 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 Division. The representation shall extend to the terms and conditions of employment. The City shall compile a list of individuals together with their job titles excluded from the bargaining unit in the Division.

2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

In order to promote efficiency and insure clarity of commands and orders, the City and the Local mutually agree that all full paid firefighters obey all orders, without question, of their full-time Superior Officers at the scene of a fire. It is further agreed that all orders shall be given by full-time Officers to employees covered by this Agreement at the firehouse.

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 #52.

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

4. UNION REPRESENTATION

Association officials shall be permitted time, with the permission of the Director of Fire and Police, 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 seniority per shift. No more than one (1) employee 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 April 15th. 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 represent study material directly relating to his/her employment as City of Bridgeton Fire Fighter.

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

A. 90 days to 1 year – One (1) tour for every three (3) months of employment retroactive to the date of hire.

B. 1 year to 5 years – Six (6) tours

C. 5 years to 10 years – Seven (7) tours

D. 10 years to 15 years – Eight (8) tours

E. 15 years to 20 years – Eleven (11) tours

F. 20 years or More – Twelve (12) tours

To qualify for a full vacation in any given year, an employee must have been continuously employed for his 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, he 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 Director of Police and Fire may be carried forward into the next succeeding year.

When mutually acceptable to the Employer and an employee, the Employer may buy back the lun 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 c require the other to exercise this option.

6.) HOLIDAYS

Employees will receive holiday pay for the following fourteen (14) holidays only:

- | | |
|------------------------|-----------------------------|
| (1) Christmas Day | (8) Memorial Day |
| (2) Columbus Day | (9) Martin Luther King Day |
| (3) Election Day | (10) New Year's Day |
| (4) Good Friday | (11) Thanksgiving Day |
| (5) Independence Day | (12) Veteran's Day |
| (6) Labor Day | (13) Washington's Birthday |
| (7) Lincoln's Birthday | (14) Day After Thanksgiving |

If the Mayor declares a holiday other than the fourteen (14) mentioned above, employees who work will receive holiday pay for that day. If City Hall is closed for any reason

beyond control of the City, there will be no holiday pay.

Holiday pay will be based on twelve (12) hours of straight time.

7. PERSONAL TOUR

Employees will receive two (2) PERSONAL DAYS, each year, commencing January 1, 1994, which will insofar as possible be granted at time most desired by employees according to their seniority. No more than one employee may take a personal day at the same time unless the department head is satisfied that he has sufficient personnel to operate efficiently. Employees will give notice of taking personal day at least 48 hours in advance and shall be taken only with approval by the department head.

A new employee must have a minimum of three (3) months service credit within the calendar year before the employee is eligible for this benefit in the same calendar year.

Personal Days may not be carried from year to year.

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

8. LEAVE OF ABSENCE

a. The City of Bridgeton may grant privilege of leave of absence without pay to a permanent employee for a period not to exceed six (6) months.

b. Such leave of absence may be renewed for an additional period not to exceed six (6) months by formal action of the Director of Fire and Police with the approval of the governing body. No further renewal may be granted except upon the approval by the Department of Personnel for reasons as established by commission regulations.

c. Notice of all leaves of absence without pay and renewals of such leaves shall be forwarded to Department of Personnel.

d. A leave of absence may be granted to a permanent employee who is temporarily either

mentally or physically incapacitated to perform his duties or who desires to engage in a course of study such as will increase his usefulness in his return to the City or who for any reason considered good by the department head with the approval of the Business Administrator. Any employee asking for special leave without pay shall submit his or her request in writing stating the reasons why, in his or her opinion, the request should be granted, the date he or she desires leave to begin and the probable date of his or her return to duty, for each separate case of special leave without pay other than as herein provided under this statute, the Department of Personnel shall at the time the leave is approved, determine whether the employee granted such leave shall be entitled to his former position on his return from such leave or whether his name shall be placed on the re-employment list for that class.

e. When a leave of absence without pay is granted by the City of Bridgeton to an Employee, the City will not assume the responsibility for payment of the employee's hospitalization insurance. If an employee desires to continue these benefits he must notify the Business Administrator's Office before he begins his leave and so indicate that he wishes to continue receiving these benefits. Upon notifying the Business Administrator's Office the employee will sign a statement authorizing the City to bill him monthly for said service. Failure of the employee to comply with the above will result in termination of such benefits for the period of his leave.

f. Furthermore, if an employee has used all his vacation and sick leave and is still unable to return to work, he will be required to indicate in writing whether he intends to carry his hospitalization coverage himself as the City will not continue coverage. If said employee wishes his coverage to continue he must follow the steps as outlined in the above paragraph.

g. Sick leave and vacation credits shall continue to accrue while an employee is on leave with pay. Credits will not accrue while an employee is on any leave without pay except

military leave.

9. LIFE INSURANCE

The present life insurance plan will be continued during the term of this Agreement.

10. 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
Grand Parent
Step Child
Significant Other*
Mother-In-Law
Father-In-Law

ONE-TOUR LEAVE

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

*Significant Other shall be defined as an individual with whom the employee has been domiciled or shared a household.

11. 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.

12. HEALTH BENEFITS

The Employer agrees to pay the full premium for health coverage through the New Jersey State Health Benefit Program for the employee, his or her spouse and/or dependent children if applicab

It is the responsibility of the employee to the Personnel Office apprised of any and all changes directly related to this coverage including but not limited to the birth of a child, deletion of a child, legal marriages and divorces, and change of address.

The City agrees to make no changes in the hospitalization and/or medical insurance coverage unless FMBA #52 has been properly notified with reasonable time to review the proposed new coverage. The City shall provide FMBA #52 with information reasonably necessary to evaluate the proposed new coverage. Said coverage must be as good as or better than current coverage and the City agrees to continue to pay the full premium. After review by FMBA #52, if equal to or better than is not agreed, FMBA #52 may request a third party arbitrator, as described in the grievance process herein jointly agreed to and jointly paid for by the City and FMBA #52, to determine if the proposed coverage is as good as or better than current coverage. If there is no objection, the plan will be implemented. If there is an objection and no agreement can be reached within seven (7) days, the third party arbitrator as described above will be utilized to determine the issue. The City agrees to not make any changes in the coverage until after the decision of the arbitrator. The arbitrator's decision is binding.

PRESCRIPTION COVERAGE

The Employer agrees to provide a prescription plan for the employees, their spouses and/or dependent children, providing for a maximum co-pay deductible of \$4.00 for generic prescription and a maximum of \$12.00 per prescription for brand name prescription providing same as accepted City wide.

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 #52

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 #52.

13. 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.

14. 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 five (5) consecutive tours with leave shall be deemed to have terminated his employment. Such action may be reconciled by a subsequent grant of leave at the option of the department head.

15. INTERFERENCE WITH WORK

The Association agreed 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.

16. 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 Director of Fire and Police.

b. A fireman assigned as Acting Lieutenant by the Director of Fire and Police shall be paid commensurate with that particular assignment for the entire time assigned Acting Lieutenant.

17. WAGES

City agrees to pay employees the amounts set forth in Schedule "A" and "B" attached hereto and made part hereof. It is understood that the FY 2005 increase of 8% is on the base salary with retroactive pay on the base only. The increase for FY 2006 with a 5% salary increase is on the actual income earned and will be retroed back to July 1, 2005. Retroactive payments shall be made as soon as possible.

Effective July 1, 2005, all employees covered by this contract that serve in the capacity of Fire Prevention Inspector shall receive \$1,400 added to their base pay. This amount will be paid inclusively within the bi-weekly paycheck and will be included in the amount considered pensionable.

18. OVERTIME PAY

Employees shall be paid base on an average 19-day work period as established by 7 (k) exemption Department of Labor comprised of 144 hours. Any employees who works more than his regularly scheduled hours during any work period shall be compensated at an hourly rate to be determined by dividing his annual salary by 2765 hours to determine an hourly rate and shall be paid at the hourly rate for all hours on duty in any work period which exceeds 144 hours. The rate of pay for overtime shall be at time and one-half. 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 0 0 X 0 0 X 0 0 X 0 0 X 0 0 X 0 0 0

The 19th day of an employee's schedule is a non-working day unless employee has utilized sick, vacation, personal, or other valid absence(s) prior to the 19th day. A tour of duty shall be comprised of 24 hours.

Garcia law will be discussed and contract will be opened to amend this section with approval of the FMBA and City.

The parties agree that compensatory time may be utilized in lieu of paid overtime on a mutually agreed to case-by-case basis.

19. LONGEVITY CLAUSE

The City, effective, January 1, 1980, has established a longevity plan in recognition of the long years of service to the City of the employees of this contract. Said plan shall remain in effect throughout the term of this contract. Pursuant to said longevity plan, any employee covered by this Contract shall be entitled to an increase in the yearly amount of his or her salary, said increase to be determined on the number of years in service as follows:

<u>FY 2004-2006</u>	
5 years Service.....	\$1,525 annually
10 years Service.....	\$1,775 annually
15 years Service.....	\$1,925 annually
20 years Service.....	\$2,125 annually

Each employee will be eligible for longevity pay commencing with the first day of the month following the month in which the employee has reached the aforementioned levels of service.

20. 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.

21. 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.

22. 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 #52, 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 Chief and Director 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.

It is understood that return shall mean reporting to work on the next day's tour from which said meeting, State Convention or State Executive Committee Meeting concluded.

b. Employees may attend at least one session per year of school pertaining to their employment. Employees may 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 the rate of time.

23. SEVERANCE PAY

It is stipulated and agreed that employees who retire having accumulated sick days and/or tours, shall be compensated up to \$12,000 on July 1, 2003 and thereafter for the duration of the contract. 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 predeceased the employee, to the employee's estate.

24. 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. During the first year of an employee's employment, said sick leave shall be given pro rate one tour, twelve hours for every three months of employment up to December 31 of that calendar year.

SICK LEAVE SHALL BE CALCULATED AS FOLLOWS:

1 – 12 hours = ½ tour

13 and over hours = 1 tour

Any employee that does not use any Sick time during the calendar year will receive a bonus of twenty four (24) hours of pay at their rate of pay after the close of the calendar year.

24a. DONATED LEAVE PROGRAM

The intent of this program is to permit City of Bridgeton employees to donate earned sick and/or vacation time on a voluntary basis to another City of Bridgeton employee who is suffering from a catastrophic health condition or injury which is expected to require a prolonged absence from work by the employee or is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury.

An employee who is to be a recipient of donated time must first exhaust all of his/her own accumulated sick, vacation, personal and compensatory time. The employee must also produce a doctor's certification at the onset of the illness or injury to substantiate the nature of the illness or injury and to specify the length of time that the employee will probably be absent from work. An employee who utilizes the donated sick/vacation time will be treated as a City of Bridgeton employee on a leave of absence with pay and will not be subject to a diminishment of wages and benefits.

The employee's department or division head must initiate the donation of sick and/or vacation time. The request must be on the form provided at the back of this contract, Schedule "D", and must be made prior to the employee's exhaustion of all accumulated sick, vacation, personal and compensatory time. Upon approval by the Business Administrator, all City of Bridgeton employees are eligible to donate sick and/or vacation time on a voluntary basis. This program will remain in

effect throughout the duration of this contract.

An employee shall be eligible to receive donated sick and/or vacation time from another City of Bridgeton employee if the employee meets all of the following criteria.

1. The recipient must be suffering from a catastrophic health condition or injury that necessitates said employee's prolonged absence from work and for which said employee has no availability paid leave.
2. The recipient must produce acceptable medical verification from a physician or other licensed health care provider. The medical verification must indicate the nature, severity and anticipated duration of the disability resulting from the serious health condition or injury involved.
3. The recipient must have completed at least one year of continuous service with the City of Bridgeton.
4. The recipient must have exhausted all accrued paid leave time including compensatory, sick, vacation and personal time.

An employee, to be eligible to donate leave to another employee, must meet the following criteria.

1. A donor can only donate whole hours of either sick and/or vacation leave.
2. The donor must have at least 5 tours of duty accrued in sick leave and at least 5 tours of duty in vacation time accrued in order to donate.
3. The donor must not have solicited nor accepted anything of value for the donation.

Any employee may request to participate as a recipient in this program by contacting their department or division head. The department/division head will require medical documentation concerning the nature, severity and anticipated duration of the medical emergency involved. The Business Administrator must approve the eligibility of any employee before he/she can participate in the program. Decisions and approvals regarding eligibility will be made on a case-by-case basis.

Once a recipient is approved for the program by the Administrator, the department/division head will post on employee bulletin boards or communicate by other appropriate means, the name of the eligible employee who will have exhausted all earned paid leave time by a designated date. The posting will be done only with the recipient's consent. If the employee is unable to consent, the employee's family may consent on behalf of the employee. The donor's leave time will be reduced by the number of hours approved. The eligible recipient's leave time will be credited with the donated

leave approved. The recipient may receive hours from more than one donor but may not exceed a total of more than 60 hours of duty donated.

Should an employee return to work or otherwise terminate the use of leave with donated time remaining, that time will be returned to the donor on a prorated basis in hours. In the event of multiple donors, the remaining donated time will be returned to them on a prorated basis in hours. Any prorating that would amount to less than one hour will not be returned.

The recipient employee, while using donated leave will continue to earn monthly-prorated sick, vacation and personal leave. If the earned prorated leave is unused when the employee returns to work, all such prorated time shall be retained by the recipient employee. If the leave recipient retires, he/she will not be granted supplemental compensation for any unused donated hours. Once the sick and/or vacation time is donated; the donor cannot revoke it. Donor Transfer Form Schedule "C" is attached and made a part of this Agreement. Recipient Affidavit Form, Schedule "D", is attached and made a part of this Agreement.

25.) COLLEGE CREDITS

a. To be eligible for compensation under the college credit program, employees must be matriculated in a fire science program leading to a degree and such courses and/or enrollment must receive prior approval from the Director.

b. Payments under the College Credit Program shall be upon the satisfactory completion of the following number of credits:

Twelve (\$12.00) dollars per credit for all credits earned provided the employee has earned a minimum of thirty (30) credits.

c. Said sum shall not be in addition to the base pay of the employee, but shall be

paid by voucher, after the adoption of the annual budget.

d. An employee receiving college credits under the contract agrees to remain in the employ of the City for a period of two years. If an employee terminates his/her employment, he/she agrees to repay the City for the entire amount of his/her college education paid by the City.

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 Director of Fire and Police 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 his fire Lieutenant in charge of shift. 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 Director of Police and Fire. 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 an appropriate officer approved by the Administrator to appeal. If no satisfactory agreement is reached within fourteen (14) days, then

(4) A meeting shall be arranged between at least two (2) and not more than five (5) representatives of the City and at least two (2) and no more than five (5) representatives of the Association, including the aggrieved employee. Should not satisfactory agreement be reached, then and only then

(5) 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 4 of this Agreement, both parties to this Agreement shall execute a Memorandum of Agreement setting forth the fact of the grievance and basis for resolving the same, and in any event, the answer of the City official pursuant to any step in the grievance procedure shall always be in writing.

Either party may within ten (10) days after Step 4 Meeting request the New Jersey Public Employment Relations Commission to submit a list of arbitrators from which the parties may select an arbitrator. The decisions shall be 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 \$100.00

Clothing Maintenance:

\$375 per year beginning 7-1-02 for SFY 2003 and all subsequent years thereafter maintenance allocation will be paid in one lump sum during the month of December.

Language will reflect that four uniforms per member will be allocated in each fiscal year.

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. SAVING S 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.

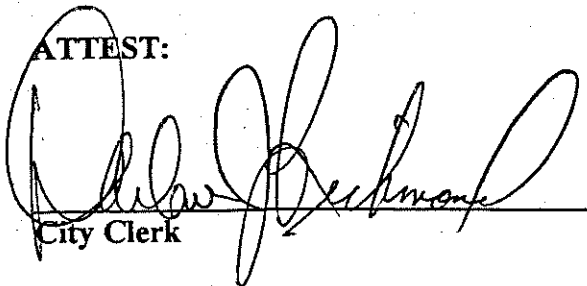
One hundred fifty (150) days prior to the expiration date of this Agreement, the parties shall meet to discuss and negotiate regarding the terms and conditions of a new Agreement or the extension of this Agreement, provided that should the Public Employees Relations Commission fix another time to commence negotiations, the rules of the Public Employees Relations Commission shall apply.

37. TERM OF AGREEMENT

This Agreement shall be in effect until June 30, 2006 and thereafter until modified.

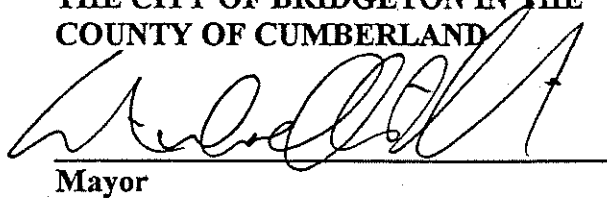
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed on the day and year first above written.

ATTEST:



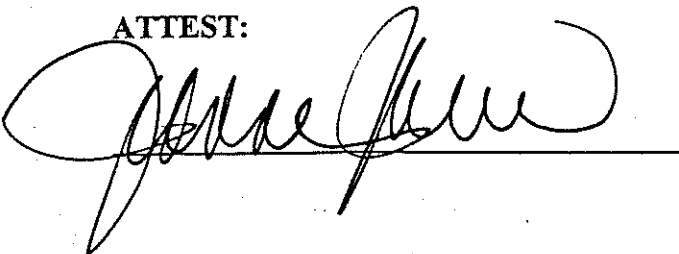
City Clerk

THE CITY OF BRIDGETON IN THE
COUNTY OF CUMBERLAND



Mayor

ATTEST:



FIREMEN'S BENEVOLENT ASSOC.

By: 

SCHEDULE "A"

SALARY/LONGEVITY INCREASE SCHEDULE
FOR FMBA CONTRACT

To be used for hires before July 1, 2000 and the individuals listed below

Kevin Scarlato, Firefighter

John Schaffer, Firefighter

	<u>0%</u> <u>FY 2004</u>	<u>8%</u> <u>FY 2005</u>	<u>5%</u> <u>FY 2006</u>
First Year	31,758	34,298	36,012
Second Year	39,857	43,045	45,197
Third Year	45,324	48,949	51,396
Fourth Year	47,081	50,847	53,389
Fifth Year	48,494	52,373	54,991
Lieutenant (Includes Differential)	56,239	60,738	63,774
Captain (Includes Differential)	58,783	63,485	66,659

SCHEDULE "B"
SALARY/LONGEVITY INCREASE SCHEDULE
FOR FMBA CONTRACT

To Be Used For All New Hires After July 1, 2000

	<u>0%</u> <u>FY 2004</u>	<u>8%</u> <u>FY 2005</u>	<u>5%</u> <u>FY 2006</u>
First Year	31,758	34,298	36,012
Second Year	35,808	38,672	40,605
Third Year	39,857	43,045	45,197
Fourth Year	42,589	45,996	48,295
Fifth Year	45,324	48,949	51,396
Sixth Year	47,081	50,847	53,389
Seventh Year	48,494	52,373	54,991
Lieutenant (Includes Differential)	56,239	60,738	63,774
Captain (Includes Differential)	58,783	63,485	66,659

**City of Bridgeton Donated Leave Program
Schedule "C" for FMBA #52
Transfer Donor Form**

I hereby direct the Department of Administration to transfer leave credit as indicated below to be used as the recipient's personal sick leave.

Donation Section:

Recipient: _____

___ I wish to donate SICK HOURS. This will not reduce my sick leave balance below 5 tours of duty.

(#) of SICK HOURS

Signature

___ I wish to donate VACATION HOURS. This will not reduce my vacation leave balance below 5 tours of duty.

(#) of VACATION HOURS

Signature

Certification Section:

I certify that I have not solicited or accepted anything of value for the donation of paid leave time.

Print Name

Signature

Date

Return to: Business Administrator, City of Bridgeton, 181 E Commerce Street, Bridgeton, NJ 08302

For Use by the Department of Administration:

___ Your request to transfer the above sick and/or vacation hour(s) has been approved

This is to advise you that your sick and or vacation hour(s) will not be transferred for the following reason(s);

___ Employee has already received the maximum number of 60 tours allowed

___ Your current sick and/or vacation balance will be reduced below the 5 tours each necessary to donate

___ Other _____

Business Administrator

Date

**City of Bridgeton Donated Leave Program
Schedule "D" for FMBA #52
Recipient Affidavit Form**

I have read the procedures regarding the Donated Leave Program and I consent to participation in this program.

I hereby request to participate in the Donated Leave Program for the following reason(s).

I have attached a doctor's certification to this affidavit attesting to the nature of my catastrophic health condition or injury. According to my doctor, I expect to be absent from work until _____

I certify that I have not solicited or accepted anything of value for the donation of paid leave time.

I have not directly or indirectly intimidated, threatened or coerced or attempted to intimidate, threaten or coerce any employee for the purpose of obtaining a donation of paid leave.

I have not interfered with any rights which another employee may have with respect to contributing, receiving or using paid leave under this program.

Name _____

Signature _____

Date _____

Return original to your Department/Division Head for processing.