

2006

AGREEMENT BETWEEN

MAYOR, CITY OF

NEW BRUNSWICK, MIDDLESEX

EMPLOYER

AND

SUPERIOR OFFICERS ASSOCIATION

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

NEW BRUNSWICK FIRE DEPARTMENT

JANUARY 1, 1991 THROUGH DECEMBER 31, 1992

PREAMBLE

AGREEMENT, made this day of 1992 by and between the City of New Brunswick, Middlesex County, New Jersey, hereinafter referred to as the "City", and the Superior Officers Association of the New Brunswick Fire Department, hereinafter referred to as the "Association".

ARTICLE I

PURPOSE

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

ARTICLE II

RECOGNITION

The City recognizes the Superior Officers Association of the New Brunswick Fire Department as the exclusive collective bargaining representative for the New Brunswick Superior Officers, including Captains and Deputy Fire Chiefs, it being agreed that

this bargaining unit includes all members of the Superior Officers Association of the New Brunswick Fire Department.

ARTICLE III

DURATION OF AGREEMENT

The City and the Association agree that the duration of this agreement shall be for a period of two (2) years commencing January 1, 1991 and ending December 31, 1992. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration (December 31, 1992) set forth herein until the parties have agreed mutually upon a new agreement.

ARTICLE IV

DISCRIMINATION

The City and the Association both recognize that there shall be no discrimination by reason of sex, age, creed, race, origin and residency as far as employment and promotions are concerned or as far as application for employment or job or as a condition for employment. This City further agrees that it will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the Superior Officers Association of the New Brunswick Fire Department, nor will the City encourage membership in any other association or union or do anything to interfere with the exclusive representative of the City in the appropriate bargaining unit.

ARTICLE V

SICK TIME

Section 1. Each member shall be granted one and one-quarter sick days per month for a total of fifteen days per year from the date of employment to the date terminal leave commences. Unused sick time shall be cumulative up to the level of 175 days for purposes of "terminal leave." Such accumulation shall be known as "regular accumulated sick leave." The association and the City will mutually establish accumulated levels of sick leave time as of December 31, 1988. Any member having an accumulation of sick leave in excess of 175 days as of December 31, 1988, shall be "red-circled" or "capped" at such accumulation. Thereafter, sick time accumulation shall be handled in the following manner.

At the end of each calendar year, each member shall make an election to accumulate the unused portion of his/her annual sick leave allotment for use as "excess accumulated sick leave," or receive payment for one-half of the unused portion with the other one-half being banked for future use as excess accumulated sickleave. " Salary and longevity divided by 182.5 equals the daily rate." Those individuals selecting to receive the half payment will be paid within the first quarter of the following calendar year. Members who have not yet accumulated 175 days of regular accumulated sick leave time will have his/her entire unused allotment of sick time accrue as regular accumulated sick time. If, through the use of regular accumulated sick leave, a member's level has dropped below 175 days or capped totals as of December 31, 1988 his/her unused sick leave will accrue as regular

accumulated sick leave until the level of 175 days or capped total as of December 31, 1988 is once again established at which time he/she once again use the election process mentioned earlier.

Any member who shall have become employed as a New Brunswick Fire Department Member as of January 1, 1983, shall have their daily rate calculated by dividing their base salary by two hundred and sixty (260), instead of one hundred eighty two and one half 182.5).

At a member's discretion and at the option of the City, a member may sell back accumulated, unused sick days at 75% of the employee's current rate of pay. This program shall be initiated, if at all, solely at the City's discretion on or about 1 November of each calendar year. Each member can at that time decide if he/she wants to participate.

a. TERMINAL LEAVE

Upon the establishment of a retirement date and eligibility for retirement under the provisions of PFRS, members shall be entitled to payment for regular accumulated sick time.

b. Members will be paid for one half of the total amount of sick days, in regular payroll increments, accrued from the date of employment to date of termination of employment, (salary and longevity divided by 182.5 equals the daily rate), if termination occurs while in good-standings, at a ratio equal to the highest salary attained at the time of termination of employment by that member terminating his employment excluding overtime.

c. Members will be paid the remaining fifty (50%) per cent of the accumulated sick days as terminal leave; payment to be made at

a rate equal to the highest salary attained by that member terminating his employment, if termination occurs while in good standings and excluding overtime. Payments made in accordance with this paragraph shall be made by lump sum on the day of termination of employment or the nearest pay day thereafter.

Any member who shall have become employed as a New Brunswick Fire Department Member as of January 1, 1983, shall have their daily rate calculated by dividing their base salary by two hundred and sixty (260), instead of one hundred eighty two and one half (182.5).

d. No member shall accumulate additional sick time, beyond the commencement of their terminal leave.

e. The following conditions shall apply to members hired after 1 November 1990: These members shall be entitled to receive 50% of the member's value of accumulated unused sick leave up to a maximum payment not to exceed \$15,000 per employee which may be taken in a lump sum payment at retirement.

SECTION 2

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

SECTION 3

Members who receive a disability retirement or a deferred retirement shall receive payments in accordance with Section 1, paragraphs (a) to (d) of this Article. If an Employee takes a deferred retirement, payments hereunder shall be made on the date

that said Employee would have been eligible for retirement had he remained a member of the New Brunswick Fire Department or payments shall be made on the nearest pay day thereafter.

SECTION 4

After all accrued sick time is taken members will be granted an extension for illnesses which are not service connected for an additional forty-five (45) days. Time taken after such extension shall be deducted from their salary.

SECTION 5

Sick days taken in excess of fifteen (15) days per year and after the extension is granted pursuant to Section 4 above must be replenished before accrued time will begin again.

SECTION 6

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

a. Major Illness is defined as an illness or injury which is not service related and which requires hospitalization for six (6) or more days, or non-elective surgery, or an ailment or contagious disease requiring a leave of thirty (30) or more calendar days which would render a member unfit for light duty.

Any member who is not working due to a major illness as defined above, for a period up to one (1) year, will not be charged sick time. Any time over one year will be subject to review and time may or may not be deducted. In the event a conflict arises with respect to a definition of a major illness between the parties, a meeting will be convened between the Business Administrator and members of the bargaining unit for the purpose of

arriving at a final determination.

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

c. After verification of the recommended recuperative time is made by the City Appointed Physician, if such verification is requested, and such recuperation time is completed, the superior officer shall return to duty. A superior officer failing to return to duty after completion of sick time shall have sick time deducted for each day he fails to return to duty.

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

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

SECTION 7

Service connected disabilities shall be treated in the following manner:

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

b. Any service connected disability must be verified by

fire reports and verified by the City Appointed Physician.

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

SECTION 8

Any member of the Department who reports in for duty and subsequently reports off duty due to illness within four (4) hours from shift start will be charged against sick time only those hours actually not worked. Members who report off sick after this four (4) hour limit will not lose any sick time.

SECTION 9

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

SECTION 10 LIGHT DUTY

Light Duty is defined as any duty which may be required of an officer which will not exceed his/her physical limitations, as imposed by illness or injury.

ARTICLE VI

BEREAVEMENT

In the event of death in the immediate family of an employee-spouse, parent, child, brother, sister, grandparent, grandchild, son-, daughter-, father- or mother-in-law, or any relative residing

in the employee's household, the employee shall be granted three (3) working days of leave of absence with full pay; or one (1) full day with full pay in the event of death of an aunt, uncle, brother- or sister-in-law or grandparent-in-law. Employees attending the funeral of a relative enumerated above which is held two hundred (200) miles or more distant from the employee's residence shall be granted one (1) additional day leave of absence with pay.

ARTICLE VII

PERSONAL DAYS

Members shall have five (5) personal days per year to be used for any purpose whatsoever. Personal days may be taken separately or consecutively. However, the member should, whenever possible, give the Shift Commander at least one (1) day notice for each personal day to be taken. In the first calendar year of employment, a new employee shall accrue one (1) personal day at the end of each third (3rd) month of employment or major portion thereof.

Personal days may not be taken on December 24th, 25th, 31st, and January 1st, except in cases of personal hardship and with the approval of the Shift Commander.

It is agreed, that the fifth (5th) personal day cannot be utilized if it would require the use of overtime to cover that vacant position.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

SUPERIOR OFFICERS:

The work week for superior officers shall consist of an average of forty-two (42) hours per week over an eight (8) week cycle consisting of a ten (10) hour day shift (8 A.M. to 6 P.M.) of duty and a fourteen (14) hour night shift (6 P.M. to 8 A.M.) of duty.

OVERTIME:

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

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

A Fire Officer who is functioning in an acting capacity will be compensated with the salary of that advanced position on the first day and each consecutive day during the upgrade period.

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

ARTICLE IX

UNIFORM CLEANING ALLOWANCE

SECTION 1

The employer agrees to pay \$450.00 during 1991 and 1992 to each Fire Officer as an allowance for the cleaning and maintenance of uniforms during the first pay period of April.

UNIFORM ALLOWANCE

SECTION 2

Each Superior Officer shall receive an annual allowance of \$500.00 in 1991 and 1992, for the replacement of clothing and equipment. The uniform allowance shall be paid to the employee by the City during the first pay period in each December.

SECTION 3

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

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

SECTION 4

Any Superior Officer who has had his uniform damaged in the line of duty shall have that portion or all of his uniform completely replaced and the costs shall be borne by the City. Any item of personal property, usually carried by the average person, belonging to a Superior Officer, which is damaged in the line of duty shall be replaced and the cost shall be borne by the City,

except that the replacement of watch or time piece shall be limited to a maximum of Fifty (\$50.00) dollars and eyeglasses or contact lenses shall be limited to a maximum of One Hundred (\$100.00) dollars above replacement costs not covered by insurance for replacement in kind. In no event shall the cost to the City exceed actual replacement cost.

SECTION 5

There shall be regular inspection of uniforms by designated superiors. If in the superior's discretion he determines that a member should replace a uniform or part thereof, the member shall replace same.

SECTION 6

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

ARTICLE X

HEALTH BENEFITS

HOSPITALIZATION

SECTION 1

The City shall provide to all full time employees hospitalization and sickness insurance. In the event that the City shall cancel or be cancelled by the hospitalization and sickness

plan that was in effect prior to the writing of this contract, it shall be the obligation of the City to provide the same coverage and benefits to the employees with another carrier. In addition, the City will provide a major medical benefit program for all employees and will pay the cost for each employee and his immediate family.

The City shall pay 65% of the costs, for option plans (like HMO), which are selected by the employee. The city agrees to continue benefits to the widow and dependents of a deceased member for a minimum of one year after the death of a member. Said benefits include hospitalization, dental, major medical, prescription and vision.

SECTION 2

Hospitalization, sickness insurance, dental, major medical, prescription and vision programs that the employee had at the time of retirement shall continue to be provided for retired members and their dependents at no cost to said retired member. Regarding other benefits retired employees are entitled to participate at group rate.

SECTION 3

The City agrees that all health insurance benefits may not be changed unilaterally and under no circumstances will the benefit coverage drop below what has already been established to March 31, 1983 coverage through to the present.

SECTION 4 DENTAL

The City agrees to upgrade dental benefits at no cost to the employee by October 1, 1989. The upgrade will consist of not less

than a 50% co-pay, "Usual, Customary & Reasonable" Coverage Plan.

ARTICLE XI

PENSIONS

The City will provide pension and retirement benefits and contribute as heretofore to all employees coverage by this contract under the Police and Fireman's Retirement System pursuant to provisions of the Statute and Laws of the State of New Jersey.

ARTICLE XII

VACATIONS

Superior Officers yearly vacations will be as follows:

1. After three years: 20 working days
2. After ten years: 24 working days
3. After fourteen years: 28 working days
4. After sixteen years: 33 working days

Selection of vacation periods shall be based on rank and time in grade and in case of equal time, highest score. In the event of equal seniority and identical test scores, priority will be determined by the high card system.

NON-CUMULATIVE: All yearly vacations and personal days must be completed prior to December 31st of each year.

VACATION CHANGES: Where necessary changes in vacation schedule will be made compatible to insure adequate manning at each duty station.

INJURED PERSONNEL: Personnel injured in the line of duty preceding his vacation shall not be penalized and his vacation

shall be rescheduled for a period which is mutually agreeable between himself and the Chief/Director of the Fire Department.

VACATION BUY-BACK: At a member's discretion and at the option of the City, a member may sell back accumulated, unused vacation leave days at 75% of the employee's current rate of pay. This program shall be initiated, if at all, solely at the City's discretion on or about 1 November of each calendar year. Each member can at that time decide if he/she wants to participate.

ARTICLE XIII

LONGEVITY

In addition to base pay, the City agrees to pay, as a fringe benefit, and in addition to the regular salary, a longevity increment as per the following schedule for the years 1991 and 1992:

- a. Upon the completion of four (4) years - 2% of annual base pay.
- b. Upon the completion of eight (8) years - 4% of annual base pay.
- c. Upon the completion of twelve (12) years - 6% of annual base pay.
- d. Upon the completion of sixteen (16) years - 8% of annual base pay.
- e. Upon the completion of twenty (20) years - 10% of annual base pay.

ARTICLE XIV

SEPARABILITY AND SAVINGS

It is understood and agreed by and between the City and the Association that if any part of this Agreement is in conflict with applicable State or Federal Laws, that such part shall be suspended

and the appropriate applicable provision shall prevail; the remainder of the Agreement shall not be affected thereby.

ARTICLE XV

HOLIDAYS

The City agrees to pay the employee, in addition to the regular salary and as additional compensation, thirteen (13) days during the calendar years 1991 and 1992. Such compensation is equal to one hundred and twenty-six (126) hours pay at the Superior Officer's individual hourly pay. This payment is to be made on the first pay day in November. Employees hired during the year shall receive pro-rata share of this holiday pay, just as any employee who has commenced terminal leave during the year shall only receive a pro-rata share up to the commencement date.

ARTICLE XVI

LEAVE WITHOUT PAY

The City Administrator, upon the request of an employee and after reasonable written notice, may grant a six (6) month leave of absence without pay to the said employee. Said leave may only be granted when written request signed by the employee and endorsed by the Fire Director is submitted. The City Administrator may extend such leave for an additional six (6) months. If, however, the said employee overstays such leave, his employment with the City shall be deemed to have terminated. Seniority of the employee shall continue to accumulate during such leave. All provisions of this Article are subject to the appropriate Civil Service Law.

ARTICLE XVII

WAGES

SECTION 1

Superior Officers of the New Brunswick Fire Department shall be paid the base salary schedule noted below which schedule does not include longevity stipends or overtime pay with respect to the employees entitled to same:

<u>CAPTAINS</u>	
<u>JANUARY 1, 1991</u>	<u>JANUARY 1, 1992</u>
\$55,878.00	\$59,230.00
<u>DEPUTY CHIEFS</u>	
<u>JANUARY 1, 1991</u>	<u>JANUARY 1, 1992</u>
\$63,144.00	\$66,932.00

WAGE COMPUTATION

Wages shall be calculated in the following manner: 42 hours per week times 52 weeks equal 2184 hours. Base pay + longevity divided by 2184 hours will establish the hourly rate. Subtract the hourly rate of an Acting Deputy Chief, from a Deputy Chief's rate, multiply that number by 10 hours for a day and 14 hours for a night, and this will establish the pay rate for an upgrade.

SECTION 2

Superior Officers of the Fire Department shall be paid at the same base pay as the following Police Department Superior Officers:

Police Lieutenant equals Fire Captain

Police Captain equals Deputy Fire Chief

ARTICLE XVIII

GRIEVANCE PROCEDURE

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

A grievant is defined as any individual or entity which has been, is being or may be affected by any issue or controversy or dispute or application as indicated in the definition of a grievance. The Superior Officers Association of the New Brunswick Fire Department may initiate or file a grievance on behalf of an injured or unavailable employee.

Where disciplinary proceedings have been instituted, the grievance procedure shall not be available during the pendency of such disciplinary proceedings for issues arising out of the subject matter of the charges. Any issues finally determined or resolved during or in the course of a disciplinary proceeding shall be considered a final disposition as to those issues for the purpose of any subsequent grievance. All other rights and benefits under this Agreement shall be available to the subject Superior Officers during the pendency of any disciplinary proceedings.

Grievances, disputes or controversies which may arise shall be resolved in the following manner:

SECTION 1

A written grievance shall meet the following specifications:

- (a) It shall be specific.

- (b) It shall contain a synopsis of the facts giving rise to the dispute, controversy or issue.
- (c) It shall specify the section of the Contract or Rule or Regulation or Statute or Ordinance which has been allegedly violated, misapplied or as to which the dispute arises.
- (d) It shall state the relief requested.
- (e) It shall contain the date of the alleged dispute, controversy or issue.
- (f) It shall be signed by the grievant.

SECTION 2

Times as indicated exclude Saturday, Sunday and legal holidays, except where calendar days are indicated.

SECTION 3 STEP PROCEDURES:

STEP ONE: Within thirty (30) calendar days after its occurrence, the aggrieved employee shall discuss his complaint with his immediate supervisor. It shall be discussed verbally and if resolved, no further action shall be taken. If not resolved on an informal discussion basis within three (3) working days, the grievance shall be reduced to writing within seven (7) calendar days, signed by the aggrieved and submitted to the Captain at Step One. In no event shall a grievance be initiated more than thirty (30) calendar days after its occurrence. The Captain shall investigate the grievance and provide a written answer to the grievant within seven (7) calendar days of the date of submission. The time limit in preparing a written grievance or written response may be waived by mutual agreement.

STEP TWO: In the event the grievance is not resolved at Step One, or if no written response is received by the grievant then the grievance shall then be submitted in writing, by the grievant, to

the Fire Chief/Director, with a copy to the City Administrator. The Fire Chief/Director shall submit his written answer, to the grievant, within seven (7) calendar days. This time limit may be waived by mutual agreement.

STEP THREE: In the event the grievance shall not have been resolved at Step Two, or if no written response from the Chief/Director is received by the grievant, then, the grievance shall be submitted to the City Administrator, by the Grievant. The City Administrator shall investigate and report his findings and recommendations, in writing, within seven (7) calendar days to grievant, the Fire Chief/Director and to the Attorney or representative for the grievant, if any. Any employer grievances will be filed with the Superior Officers Association of the New Brunswick Fire Department President at Step Three. The Superior Officers Association shall respond, in writing, within seven (7) days to the City Administrator. The times indicated may be extended by mutual agreement.

Following the submission of the City Administrator's answer, (or the Superior Officers Association President as indicated in Step Three for employer grievances), matters which are unresolved shall be discussed at a meeting between the parties during which all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation.

STEP FOUR: In the event the grievance shall not have been resolved at Step Three, then the grievance will be transmitted and submitted, by the City Administrator, to the Mayor. The Mayor shall schedule and hold a plenary hearing within fourteen (14) days

of its receipt of the grievance from the City Administrator. The Mayor shall hear the matter and render its decision within fourteen (14) days of the completion of the hearing. The Mayor shall, in advance of the plenary hearing, notify all parties of the date, time and place of the hearing, within ten (10) days prior to the scheduled hearing date. All parties may be represented by an attorney during the plenary hearing. The times indicated may be waived or extended by mutual agreement.

STEP FIVE: In the event the grievance shall not have been resolved at Step Four, and in the instance of an employer grievance at Step Three, then the grievant may seek relief at arbitration as herein specified, except that in all matters involving Federal or State constitutional issues or Civil Rights questions, the grievant shall have the right to seek a resolution of his grievance either at binding arbitration or in the Courts. In all respects the initiation of binding arbitration or Court process shall begin within forty-five (45) days after receipt of a written resolution from the Mayor, which resolution shall embody the decision of the Mayor.

SECTION 4: ARBITRATION:

a. Arbitration requests shall be directed to the Public Employee Relations Commission subject to the rules then existing of such agency. The aggrieved party shall copy the other party on its request. The request shall specify the particulars of the grievance and the Contract provision(s) allegedly violated.

b. The selection of the independent arbitrator shall be made pursuant to the rules then existing of the Public Employees

Relations Commission.

c. As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the subject matter of the dispute. The decision of the arbitrator will be served upon the employee or employees aggrieved, the City and the Superior Officers Association in writing. It shall be the obligation of the arbitrator, to the City and to the Superior Officers Association, to make his best effort to rule on the cases heard by him within twenty-one (21) calendar days after the hearing.

d. Unless otherwise mutually agreed, the submission to the arbitrator shall be based on the original written grievance and issues submitted in the grievance procedure at Step One. This paragraph shall not be construed so as to limit the submission of proofs by the parties.

e. The power and authority of the arbitrator shall be strictly limited to a determination and the interpretation of the explicit terms of this Agreement, as herein expressly set forth. He shall not have the authority to add or subtract from or modify any of said terms or to limit or impair any right that is reserved to the City or the Superior Officers Association or employee or to establish or change any wage or rate of pay that has been agreed to in this Agreement except where the arbitrator finds that a clause in the agreement is illegal or unconscionable.

f. the Superior Officers Association may not withdraw any notice of its desire to arbitrate a case or otherwise discontinue arbitration proceedings except with prejudice, unless

the City shall consent that such withdrawal or discontinuance is without prejudice.

g. The decision of the arbitrator is final and binding upon both parties and the grievance shall be considered permanently resolved.

h. The expenses of the arbitrator shall be shared equally by both parties. Each Party shall make arrangements for and pay the witnesses which are called by it.

i. If the Public Employee Relations Commission is abolished or its mission substantially changed to the extent of it handling arbitrable matters, the parties shall meet to agree upon another method for choosing an arbitrator.

ARTICLE XIX

STANDARD AND BENEFITS

SECTION 1

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

SECTION 2

The City agrees to a payroll savings deduction plan. Said payroll savings deduction plan is to be worked out between the Superior Officers Association and the City, for the benefit of its employees wishing to and authorizing the City in writing to withhold money in a Bank, Savings Institution, or Savings and Loan

Association, mutually agreeable by and between the City, and its employees herein covered.

ARTICLE XX

GENERAL PROVISIONS

a. Both the City and the Employees acknowledge that this Agreement is a fair agreement and both parties agrees that no modification or waiver of any of the terms of this Agreement shall be valid unless in writing, signed and acknowledged by both parties. No waiver of any breach herein or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. Further, the waiver of any breach or conditions of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions thereof.

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

c. Notwithstanding paragraph B of this Article any provision in this Agreement which is in conflict with Civil Service Rules and Regulations shall remain in full force and effect, it being the intention of the parties hereto supplement the protection afforded to Civil Service employees or Civil Service Laws.

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

ARTICLE XXI

POST-TERMINATION EMPLOYMENT

Any employee whose services are terminated, and who is in good standing, and who is called to testify to assist in any proceeding, including but not limited to criminal and civil cases, administrative hearings, disciplinary hearings and so forth, that he investigated or was involved in prior to termination of his services, shall be compensated for such appearances by a day's pay at the prevailing rate he held immediately prior to his termination exclusive of overtime. Employees who are required to appear for such appearances shall receive logical and fair compensation for traveling expenses.

ARTICLE XXII

PERSONNEL FILES

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

ARTICLE XXIII

EMPLOYEE REPRESENTATION

The Superior Officers Association must notify the City as to the names of stewards and accredited representatives. No more than

one (1) steward and alternate is to be designated for each platoon. Representatives of the Superior Officers Association, who are not employees of the City of New Brunswick, will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Superior Officers Association representation matters by notifying the head of the Fire Department.

ARTICLE XXIV

MANAGEMENT RIGHTS

There are no provisions in this Agreement that shall be deemed to limit or curtail the City in any way in the exercise of the rights, powers and authority which the City had prior to the effective date of this Contract unless and only to the extent that provisions of this Agreement curtail or limit such rights, powers, and authority. The Superior Officers Association recognizes that the City's rights, power and authority include, but are not limited to:

- (a) The right to manage its operation;
- (b) Direct, select, decrease and increase the work force including hiring, promotion, demotion, transfer, suspension, discharge or lay-off. These rights, however, shall be exercised reasonably, in accordance with this Agreement and for good cause;
- (c) The right to make all plans and decisions on matters involving its operation;
- (d) The extent to which any Department thereof shall be operated, the conditions thereto and replacements, curtailments or transfer thereof;
- (e) Removal of equipment;
- (f) Outside purchase of products or services;
- (g) The scheduling of operations;

- (h) Means and processes of operations;
- (i) Materials to be used and the right to introduce new and improved methods and facilities and to change existing methods and facilities;
- (j) To maintain discipline and efficiency of employees and to prescribe rules to that effect;
- (k) To establish and change standards of performance;
- (l) Determine qualifications of employees;
- (m) Regulate quality and quantity of performance;
- (n) To run a Department efficiently.

The City in the exercise of any of its management rights shall, however, be bound by the terms of this Agreement and abide by same. The City shall exercise its management rights in accordance with Law and Due Process. The recognition of the management rights of the City is not a waiver by the Superior Officers Association or its members of any rights, benefits or privileges that the Superior Officers Association or its members may have under this Agreement or any other authority.

The Superior Officers Association and its members shall have the right to grieve, under this Agreement, the unreasonable and/or arbitrary exercise of any of the foregoing management rights of the City.

ARTICLE XXV

SUPERIOR OFFICERS BUSINESS LEAVE

SECTION 1 NEGOTIATIONS:

The members of the Superior Officer Association negotiating committee shall be granted leave from duty with full pay for all meetings between the City and the Superior Officers Association for the purpose of negotiating the terms of an agreement, when such

meetings take place at a time during which such members are scheduled to be on duty.

SECTION 2 GRIEVANCE:

The members of the Superior Officers Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the Superior Officers Association for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

SECTION 3

The Superior Officers Association President or Executive Delegate shall be granted leave from duty with full pay for all State and regional meetings of the Superior Officers Association when such meetings take place at a time when such officer is scheduled to be on duty, provided that said President or Executive Delegate gives reasonable notice to the Director/Chief of the Department.

ARTICLE XXVI

CHECK-OFF

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

(b) The employer agrees that the Superior Officers Association is entitled to a service fee from each member of the Fire Department who is covered by this agreement and shall deduct said fee with the passage of permissive legislation.

ARTICLE XXVII

MUTUAL AID

The City agrees that when recall and/or Mutual Aid is required, one Superior Officer shall be called in for each apparatus. Conditions permitting, priority recall will be given to New Brunswick Fire personnel.

ARTICLE XXVIII

MISCELLANEOUS

SECTION 1

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

SECTION 2

The parties agree that no fireman shall utilize the sleeping quarters between the hours of 6:30 A.M. AND 9:30 P.M. except in case of illness or emergency.

SECTION 3

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

SECTION 4

Upon the successful completion of courses by members of the Fire Department furthering their education in firematics on their own time, said employee shall be reimbursed the amount of tuition and fees and books of said course by the City, provided such money is in the budget.

SECTION 5-A

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

B. All members of the National Guard or Reserves shall be granted time off with full pay to attend required drills. Such time off shall be granted in addition to vacation and sick time. The Chief/Director may however, reschedule an employee's hours and days of work in order to enable the employee to attend drills and still fulfill all employment responsibilities without need for additional time off.

SECTION 6 - MUTUAL AID

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

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ARTICLE XXVII

MUTUAL AID

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ARTICLE XXVII

MISCELLANEOUS

PAGE 29.

IN WITNESS WHEREOF, the parties have hereunto set their hands
and affixed their seals, on day of 1992.

ATTEST:

Rocco J. Catanese
Rocco J. Catanese, Clerk

THE CITY OF NEW BRUNSWICK

James M. Cahill
James M. Cahill, Mayor

WITNESSED:

Lawrence McCann
Lawrence McCann, Deputy Chief

SUPERIOR OFFICERS ASSOCIATION

Joseph J. Stopko
Joseph J. Stopko, Captain

Approved: G.C. Fehrenbach

G.C. Fehrenbach