

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (Agreement) is made as of the 5th day of February 2009 between the City of Trenton (City), the employer, and ~~Trenton Fire Officers Association~~, New Jersey FMBA Local 206 (Local 206) to set forth the agreement between the City and Local 206 as to the terms and conditions of employment of a successor agreement (Agreement) to the contract between the parties (Prior Agreement) which ended on December 31, 2005.

WHEREAS, the parties have been engaged in an interest arbitration proceeding in connection with the terms and conditions of employment between them for the period beginning January 1, 2006, in which Timothy Hundley is the arbitrator, Docket No. IA-2007-017; and

WHEREAS, the parties ~~have reached~~ agreement which has been ratified by Local 206 and which is subject to ratification by the City and is recommended for ratification by the Business Administrator.

NOW, THEREFORE, the parties agree as follows:

1. The term of the Agreement is January 1, 2006 to December 31, 2012
2. There are across-the-board salary increases as follows

January 1, 2006	-	3½ %
January 1, 2007	-	3½ %
January 1, 2008	-	3½ %
January 1, 2009	-	3½ %
January 1, 2010	-	3 %
January 1, 2011	-	3½ %
January 1, 2012	-	3½ %

3. Effective January 1, 2010, longevity shall be increased by 1% from 12% to 13% for those employees after 24 years of service (see Section 5.01 of the Prior Agreement).

4. Effective January 1, 2010, longevity shall be increased by 1% from 13% to 14% for those employees after 29 years of service (see Section 5.01 F of the Prior Agreement).
5. Effective the first day of the month following ratification of this Agreement by the City, there shall be a co-pay by each employee of \$21.00 per pay (bi-weekly pay) for those with single coverage and \$23.00 per pay (bi-weekly pay) for those with family coverage. Effective January 1, 2010, the foregoing payments shall be increased from \$19.00 to \$21.00 and from \$23.00 to \$25.00.
6. Effective the first day of the month following ratification of this Agreement by the City, the co-pay for retail for the prescription drug plan shall be changed (see Section 7.02 of Prior Agreement) so that it shall be \$10.00 for generic prescription drugs, \$20.00 for preferred prescription drugs, and \$35.00 for brand prescription drugs; co-pays for mail order prescription drugs shall be \$3.00 for generic prescription drugs, \$10.00 for preferred prescription drugs, and \$15.00 for brand prescription drugs.
7. The pay increases agreed to in this Agreement shall be implemented as follows: The new pay rate shall be implemented no later than the first pay period in April 2009. All retroactive payments shall be made no later than the second pay period in April 2009.
8. Effective the first day of the month following ratification of this Agreement by the City, a Sick Leave Bank shall be established among employees represented by Local 206. Employees of Local 206 who elect to participate in the Sick Leave Bank shall contribute, upon joining the program, three (3) sick days, and one (1) sick day per year thereafter when the number of accumulated sick bank days falls below 200. The City of Trenton Department of Administration shall maintain records of contributions and withdrawals from the Sick Leave Bank and forward a report to Local 206 at least twice a year. Only Local 206 employees who voluntarily agree no later than March 31, 2009, to contribute days to the Sick Leave Bank, shall claim days from the bank but only for use after all personal, vacation, sick leave, demand days and compensatory time has been fully exhausted. Employees promoted to ranks covered by the collective bargaining

agreement with local 206. shall have Sixty days from the effective date of permanent status in rank to elect to participate in the Sick Leave Bank. Claims shall not be made. or approved. for any job related illness or injury for which workers compensation applies. For purposes of the Sick Leave Bank only, childbearing shall not be considered an illness. No employee shall claim more than fifty (50) days from the bank during any calendar year. Once an employee has used a total of fifty (50) days during a calendar year, that employee shall not be eligible for further withdrawals for twelve (12) consecutive months of service after the use of the maximum number of days permitted in any calendar year as set fort in this document. No claim for less than four (4) days shall be approved. No partial days shall be approved. Sick bank withdrawals shall be approved only by the Sick Bank Committee which shall consist of one person from City Administration, one person from Local 206 and one person by mutual agreement of the parties. The Sick Bank Committee shall not approve any claim for days prior to the date that the committee votes on a claim. Employees shall submit claims to the Business Administrator, or designee, with a copy to Local 206 along with a medical certificate signed by a license physician indicating the nature of the illness, and an indication as to when the employee will be able to return to dutv. The City of Trenton reserves the right to employ its own physician to render an independent medical judgment. The failure of an employee to submit all requested medical documents and to submit to medical examination shall require a denial of the claim. The maximum number of total days accumulated in the sick bank shall be two hundred (200).

9. This Agreement shall be effective and binding upon ratification by the vote of the City Council.

10. Except as modified herein, the terms and provisions of the Prior Agreement shall remain in effect. The parties shall cooperate with regard to preparing a revised comprehensive agreement incorporating the terms of this Agreement and Prior Agreement except as changed herein, although this Agreement (Memorandum of Agreement) is binding upon the parties upon ratification by the City.

CITY OF TRENTON

TRENTON FIRE OFFICERS
ASSOCIATION NEW JERSEY
FMBA LOCAL 206

By: _____

Dennis Gonzalez
Business Administrator

By: _____

William Lucifora
President

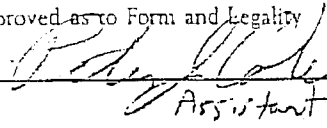
Trenton Fire Officer's Association Salary Schedule									
				<u>Battalion Chief</u>					
	2005 Base	01/01/06	01/01/07	01/01/08	01/01/09	01/01/10	01/01/11	01/01/12	
1st Year	91,907	95,124	98,453	101,899	105,465	108,629	112,431	116,366	
2nd Year	95,902	99,259	102,733	106,329	110,051	113,353	117,320	121,426	
Maximum	99,898	103,394	107,013	110,758	114,635	118,074	122,207	126,484	
				<u>Captain</u>					
	2005 Base	01/01/06	01/01/07	01/01/08	01/01/09	01/01/10	01/01/11	01/01/12	
1st Year	73,839	76,423	79,098	81,866	84,731	87,273	90,328	93,489	
2nd Year	78,182	80,918	83,750	86,681	89,715	92,406	95,640	98,987	
Maximum	86,870	89,910	93,057	96,314	99,685	102,676	106,270	109,989	
				<u>Fire Official/Fire Protection Sub-Code Official, UFD</u>					
	2005 Base	01/01/06	01/01/07	01/01/08	01/01/09	01/01/10	01/01/11	01/01/12	
1st Year	85,914	88,921	92,033	95,254	98,588	101,546	105,100	108,779	
2nd Year	90,226	93,384	96,652	100,035	103,536	106,642	110,374	114,237	
Maximum	93,384	96,652	100,035	103,536	107,160	110,375	114,238	118,236	
				<u>Supervising Fire Prevention Specialist, UFD</u>					
	2005 Base	01/01/06	01/01/07	01/01/08	01/01/09	01/01/10	01/01/11	01/01/12	
1st Year	70,172	72,628	75,170	77,801	80,522	82,940	85,843	88,848	
2nd Year	73,222	75,785	78,437	81,182	84,023	86,544	89,573	92,708	
Maximum	76,271	78,940	81,703	84,563	87,523	90,149	93,304	96,570	

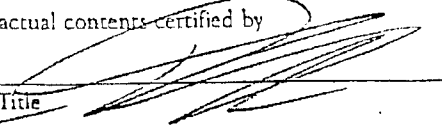
ORDINANCE

No. 09 07 56^{1/11}

1st Reading FEB 19 2009
 Public Hearing MAR 05 2009
 2nd Rdg. and Final Passage MAR 05 2009
 Withdrawn _____ Lost _____

Date to Mayor MAR 09 2009
 Date Returned _____
 Date Resubmitted to Council _____

Approved as to Form and Legality

 Assistant City Attorney

Factual contents certified by

 Title _____

Councilman _____ presents the following Ordinance:

AN ORDINANCE CONTINUING CERTAIN POSITIONS, FIXING SALARY RANGES THEREFOR AND SETTING FORTH CERTAIN TERMS FOR THE IMPLEMENTATION OF A CONTRACT WITH THE TRENTON FIRE OFFICERS' ASSOCIATION, LOCAL 206

WHEREAS, the collective bargaining agreement between the City of Trenton and the 'Trenton Fire Officer's Association' (FMBA), Local 206 expired on December 31, 2005; and

WHEREAS, the City of Trenton and FMBA, Local 206 have negotiated and tentatively agreed to a new seven (7) year contract commencing on January 1, 2006 pursuant to the terms set forth in the attached Memorandum of Agreement.

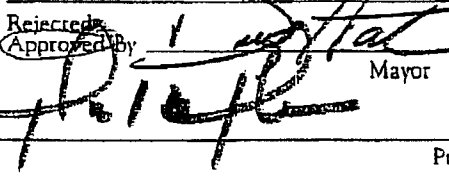
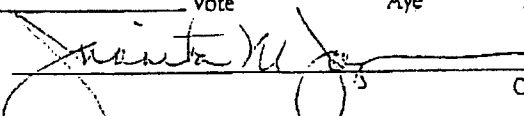
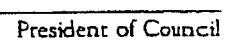
NOW, THEREFORE, IT IS ORDAINED by the City Council of the City of Trenton, as follows:

1. The City Council hereby approves a new seven (7) year contract with FMBA, Local 206 pursuant to the terms set forth in a Memorandum of Agreement, a copy of which is attached hereto and incorporated herein by reference.
2. The Mayor, or his designee, is hereby authorized to execute the attached Memorandum of Agreement, and any and all documents necessary to implement the new contract.
3. The City Clerk is hereby directed to publish this ordinance in accordance with applicable law.
4. All ordinances or parts of ordinances of the City of Trenton heretofore adopted that are inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to the extent of the inconsistency.
5. This ordinance shall take effect thirty (30) days after final passage by Council or twenty (20) days after approval by the Mayor, whichever comes first.

RECORD OF COUNCIL VOTE ON FINAL PASSAGE															
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.	
BETHEA	X				MELONE	X	X			PINTELLA	X	X			
COSTON	X				SEGURA	X			X	PRESIDENT					
LARTIGUE	X	X			STATON	X	X								

X—INDICATES VOTE A.B.—ABSENT N.V.—NOT VOTING X.O.R.—INDICATES OVERRIDE VETO

Adopted on first reading at a meeting of the City Council of the City of Trenton, NJ on FEB 19 2009
 Adopted on second and final reading after hearing on MAR 05 2009

Rejected/Approved By  Mayor
 Reconsidered By Council 3/11/2009
 Override Vote Aye Nay
 City Clerk
 President of Council