

AGREEMENT BETWEEN
MAYOR, CITY OF
NEW BRUNSWICK, MIDDLESEX COUNTY
EMPLOYER
AND
NEW BRUNSWICK FIRE OFFICERS
FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION
(LOCAL NO. 217)
NEW BRUNSWICK FIRE DEPARTMENT
JANUARY 1, 2005 THROUGH DECEMBER 31, 2008

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PREAMBLE

AGREEMENT, made this _____ day of _____ 2005 by and between the City of New Brunswick, Middlesex County, New Jersey, hereinafter referred to as the "City", and the New Brunswick Fire Officers, Fireman's Mutual Benevolent Association (Local No. 217) 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 New Brunswick Fire Officers, Fireman's Mutual Benevolent Association (Local No. 217) 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 the Employees; to provide for the resolution 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 to this Agreement.

ARTICLE II

RECOGNITION

The City recognizes the New Brunswick Fire Officers, Fireman's Mutual Benevolent Association (Local No. 217) as the exclusive collective bargaining representative for the officers of the New Brunswick Fire Department, including Lieutenants (reestablished by the City on February 5, 1997), Captains and Deputy Fire Chiefs, it being agreed that this bargaining unit includes all members of the officers 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 four (4) years commencing January 1, 2005 and ending December 31, 2008. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration (December 31, 2008) set forth herein until the parties have mutually agreed 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. The 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 New Brunswick Fire Officers, Fireman's Mutual Benevolent Association (Local No. 217) 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 representation of the superior officers in the appropriate bargaining unit.

ARTICLE V

SICK TIME

Section 1.

Each employee 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. Effective January 1, 2005, all sick time will be converted to hours on the basis of a twelve hour day. 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 employee 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 employee 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 sick leave. Salary and longevity divided by 182.5 equals the daily rate. Those employees electing to receive the half payment will be paid within the first quarter of the following calendar year. Employees 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, an employee'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 employee who shall have become employed by the New Brunswick Fire Department 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 the employee's discretion and at the option of the City, an employee 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 the first of November of each calendar year. Each employee 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, employees shall be entitled to payment for regular accumulated sick time.

b. Employees 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 employee terminating his/her employment, excluding overtime.

c. Employees 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 employee terminating his/her 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 employee employed by the New Brunswick Fire Department 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 employee shall accumulate additional sick, vacation, personal, or holiday time, clothing allowance, EMT stipend or any other benefit set forth in this Agreement beyond the commencement of their terminal leave.

e. The following conditions shall apply to employees hired after November 1, 1990: These employees shall be entitled to receive 50% of the employee'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 an employee 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.

Employees 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 the employee would have been eligible for retirement had he/she remained an employee of the New Brunswick Fire Department, or payments shall be made on the nearest pay day thereafter.

Section 4.

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 5.

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 an employee unfit for light duty. Effective upon the execution of this Agreement, the first ten (10) days of an approved major illness claim will be charged against an employee's accumulated sick time.

Any employee 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, except for the first ten (10) days as noted above. 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 employees of the bargaining unit for the purpose of arriving at a final determination.

b. Employees 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 officer shall return to duty. A officer failing to return to duty after completion of sick time shall have sick time deducted for each day he/she 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 6.

Service connected disabilities shall be treated in the following manner:

a. Employees who are injured while in the performance of their 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, that 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 7.

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 employee's 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 8. 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. Effective upon the execution of this Agreement, if physically able, an officer will work a regular schedule and will serve as the safety officer, as driver of the Deputy's car or in any other capacity as assigned by the Director.

ARTICLE VI

BEREAVEMENT

In the event of death in the immediate family of an employee--spouse, parent, child, brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, father-in-law or mother-in-law, or any relative residing in the employee's household, the employee shall be granted thirty-six (36) hours of leave of absence with full pay; or

twelve (12) hours with full pay in the event of death of an aunt, uncle, brother-in-law 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 (12 hours) leave of absence with pay.

ARTICLE VII

PERSONAL DAYS

Officers shall have sixty (60) hours of personal time per year to be used for any purpose whatsoever. Personal hours may be taken separately or consecutively. However, the Officer should, whenever possible, give the Shift Commander at least one (1) day's notice for personal hours 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. Effective January 1, 2005, all personal time will be converted to hours on the basis of a twelve hour day.

Effective upon the execution of this Agreement, personal hours may be taken on December 24th, 25th, 31st and January 1st, provided that approval is first obtained from the Shift Commander.

It is agreed that the last twelve hours of personal time cannot be utilized if it would require the use of overtime to cover that vacant position.

ARTICLE VIII

MINIMUM STAFFING, HOURS OF WORK AND OVERTIME

Section 1. Minimum Staffing.

Effective on the date the new prescription plan is instituted, the minimum number of fire officers per shift shall be established at three at all times. In no case, however, shall the officer complement be comprised of only Lieutenants. Until such time as this minimum three (3) officer staffing becomes effective for all shifts, however, for the first twenty-five occurrences where the minimum officer staffing drops below three, the City must fill that vacancy with an officer. After the first twenty-five occurrences where minimum officer staffing is below three, the City can fill the vacancy with a firefighter or acting Lieutenant instead of an officer.

The Director can implement temporary transfers of Department personnel to address manpower issues. Generally, the transfer will not be for less than a "trick" or the normal 4 work days/nights unless there are unusual circumstances, such as, for example, mass attendance of Union representatives to a Statewide convention, or similar occurrence.

Section 2. Hours of Work.

The work week for fire 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.

Effective January 1, 2005, fire officers shall work twenty-four (24) hours followed by seventy-two (72) hours off for an average of forty-two (42) hours per week over an eight (8) week cycle. The work schedule will be on a trial basis from January 1, 2005 through December 31, 2006.

Swaps will be limited to eight (8) times per year with no more than three swaps outstanding at any time. All benefit time will be converted to hours and one day shall equal twelve (12) hours.

If the rank and file firefighters lose the 24/72 schedule as a result of having failed to achieve a 20% reduction in sick leave levels during the period January 1, 2005 through December 31, 2005, then the FMBA agrees to revert back to the 10/14 schedule effective January 1, 2006.

Section 3. Overtime.

Employees 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. The new 24/72 schedule will not result in any guaranteed overtime in any pay cycle, as the 24/72 schedule will continue to average forty-two (42) hours per week over an eight week cycle.

If the minimum staffing drops below three within the first twenty-five occurrences or two upon the twenty-sixth occurrence as set forth in Section 1, then overtime shall go to a bargaining unit member. No fire officer will be called in for shift

shortage overtime once the applicable minimum officer staffing requirement has been met (3 or 2), regardless of who creates the overtime situation (officer or firefighter).

It is understood that the City may utilize acting lieutenant assignments from time to time. 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 employee, 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 & REPLACEMENT ALLOWANCE

Section 1.

The City agrees to pay \$480.00 to each Fire Officer as an allowance for the cleaning and maintenance of uniforms during the first pay period in April of each contract year. Effective January 1, 2006, the maintenance allowance will be increased to \$520.00.

Section 2.

Each Fire Officer shall receive an annual allowance of \$530.00 for the replacement of clothing and equipment. Effective January 1, 2006, the replacement clothing allowance will be increased to \$580.00. 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 employee to change his/her uniform shall be borne by the City and shall not be borne out of any part of the employees' uniform or cleaning allowances.

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

Section 4.

Any Fire Officer who has had his/her uniform damaged in the line of duty shall have that portion or all of his/her 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 Fire 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 a watch or a 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 officers. If in the officer's discretion he/she determines that an employee should replace a uniform or part thereof, the employee shall replace same.

Section 6.

A personal protection device to be attached to each SCBA (self contained breathing apparatus) shall be provided to each employee at no expense to the 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 parties' collective negotiations agreement.

ARTICLE X

HEALTH BENEFITS AND 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 Agreement, it shall be the obligation of the City to provide the same coverage and benefits to the employees with another carrier and/or plan. In addition, the City will provide a major medical benefit program for all employees and will pay the cost for each employee and his/her immediate family.

The City shall pay 65% of the costs, for option plans (e.g., HMO), which are selected by the employee. The City agrees to continue benefits to the widow and dependents of a deceased employee for a minimum of one year after the death of the employee. Effective upon the execution of this Agreement, the City agrees to continue

benefits to new widows and dependents of a deceased employee for a minimum of two years after the death of the employee. 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 employees and their dependents at no cost to the retired employee. For all retirees who are eligible to participate in Medicare (age 65 or as established by the Federal government), however, Medicare will become the primary insurance coverage and the City-supplied insurance will be secondary coverage. Regarding other benefits, retired employees are entitled to participate at group rate.

Section 3.

The City may change health care plan providers from time to time, provided that in the aggregate the benefits enjoyed by employees are substantially equal to those enjoyed under the previous plan(s).

Section 4.

Effective January 1, 2005, the FMBA agrees to the implementation of a \$10.00 doctor's visit co-pay.

Section 5. 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. Effective upon the execution of this Agreement, bargaining unit employees shall receive the same dental coverage as presently given to other City employees.

Section 6. Chiropractic Benefit.

Consistent with the City's current practice, the City shall pay a limited chiropractic benefit of up to \$500.00 per year per employee and each of his or her eligible dependents, provided it is medically necessary.

Section 7. Vision Care & Prescription Plan.

The City shall continue to provide to all full-time employees a vision care program and co-pay prescription plan. Benefit Schedules shall remain the option of the City.

The parties agree to modify the benefits provided under the Prescription Plan of this Agreement to be consistent with the terms negotiated between the City and the first public safety bargaining unit to reach agreement on a modified Prescription Plan after January 1, 2001. Until such time as the City negotiates a prescription benefits program with another public safety bargaining unit, the co-pay for the prescription plan shall be \$1.00 for generic drugs and \$7.00 for brand-name drugs. Effective January 1, 2006, prescription co-pays shall be as follows: \$10.00 for generic prescriptions; \$20.00 for brand name prescriptions where no generic is available; and, \$30.00 for brand name prescriptions where generic is available. Cosmetic drugs shall be excluded unless deemed medically necessary. For example, Retin-A would be covered if

prescribed for acne, but would not be covered if prescribed to fill out hollow cheeks, thin lips or to eliminate wrinkles.

ARTICLE XI

PENSIONS

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

Effective January 1, 2001, the City will count holiday pay as pensionable salary for all employees of the New Brunswick Fire Department. It is understood and agreed that this benefit will only affect those wages reported as pensionable salary to PFRS, and will in no way affect other benefits or earnings such as longevity, overtime, the employee's day rate, the value of a vacation day, sick day, or acting pay, etc.

ARTICLE XII

VACATIONS

Fire Officers yearly vacations will be as follows:

- | | |
|--------------------------|-----------|
| 1. After three years: | 240 hours |
| 2. After ten years: | 288 hours |
| 3. After fourteen years: | 336 hours |
| 4. After sixteen years: | 396 hours |

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. Vacation time may be taken in 2 day/night and 4 day/night increments whenever feasible and practical. Effective January 1, 2005, all vacation time will be converted to hours on the basis of a twelve hour day.

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 or her vacation shall not be penalized and his or her vacation shall be rescheduled for a period which is mutually agreeable between the employee and the Chief/Director of the Fire Department.

Vacation Buyback: At an employee's discretion and at the option of the City, an employee 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 employee 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:

- 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 each year of this Agreement. Such compensation is equal to one hundred and twenty-six (126) hours pay at the employee's individual hourly pay. This payment will be included in an employee's bi-

weekly pay and will be pensionable. 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 employee overstays such leave, his or her employment with the City shall be deemed to have terminated. The seniority of the employee shall continue to accumulate during such leave. All provisions of this Article are subject to the appropriate Civil Service Laws.

ARTICLE XVII

WAGES

Section 1.

Fire Officers shall receive the following base salary increases:

Effective 1/1/05	3.25% over 2004 base salary
Effective 1/1/06	3.50% over 2005 base salary
Effective 1/1/07	3.50% over 2006 base salary

Effective 1/1/08 3.50% over 2007 base salary

The salary schedule for the period January 1, 2005 through December 31, 2008 shall be as follows:

	Effective 1/1/05	Effective 1/1/06	Effective 1/1/07	Effective 1/1/08
Lieutenants	\$83,426	\$86,346	\$89,368	\$92,496
Captains	\$94,867	\$98,187	\$101,624	\$105,181
Deputy Chiefs	\$107,208	\$110,960	\$114,843	\$118,863

Emergency Medical Technician Stipend: The City shall pay an annual stipend equal to one and one-quarter percent (1.25%) of annual base salary to each fire officer certified as an Emergency Medical Technician ("EMT") so long as the fire officer maintains that certification. Effective upon the execution of this Agreement, it is understood and agreed that the EMT stipend set forth herein shall not be added to base salary and shall have no affect on any other benefit or earnings, e.g., longevity, overtime, or the value of a vacation day, sick day, acting pay, etc., except that upon execution of this Agreement such stipend shall be included as pensionable salary for all EMTs and will be reported as pensionable salary to PFRS. The City will continue the current practice with respect to bearing the cost of EMT training and providing compensatory time for training.

WAGE COMPUTATION: Wages shall be calculated in the following manner: 42 hours per week times 52 weeks equal 2184 hours. Base pay plus 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.

ARTICLE XVIII

GRIEVANCE PROCEDURE

Section 1. Purpose.

a. The purpose of this procedure is to insure the prompt resolution of grievances arising under this Article and to provide an exclusive mechanism for the settlement of employee grievances.

b. No resolution of any grievance under this Article shall add to, subtract from or modify any terms of this Agreement.

c. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limit prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limit prescribed at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing in writing

to extend or contract the time limits for processing a grievance at any step in the grievance procedure.

d. 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 employee during the pendency of any disciplinary proceedings.

Section 2. Definitions.

a. 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.

b. A "grievant" is defined as any bargaining unit employee or party to this Agreement who has a grievance as defined herein. The Association may file a grievance on behalf of an injured or unavailable employee and may file a class grievance on behalf of two or more employees if the grievance involves common issues of fact and law.

c. Minor disciplinary action (as defined by the rules and regulations of the New Jersey Department of Personnel) and which is reduced to writing shall be subject to the grievance procedure under this Article.

d. A "written grievance" shall comply with the following criteria:

1. It shall set forth the name of the employee(s) and/or party alleged to be aggrieved.
2. It shall set forth the date of the occurrence or event giving rise to the grievance.
3. It shall set forth a concise statement of the facts giving rise to the grievance.
4. It shall state the specific section of the agreement, policy or administrative decision which forms the basis of the grievance.
5. It shall set forth the specific relief requested.

Section 3. The Steps Of The Grievance Procedure.

The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement, with the exception of major disciplinary action or other matters which are cognizable under the New Jersey Department of Personnel rules and regulations, which shall be submitted for resolution, if any, in accordance with those New Jersey Department of Personnel rules and regulations. The steps of the grievance procedure shall be followed in their entirety unless any step is waived by mutual consent in writing.

Step One: The grievant shall informally discuss a grievance with the employee's immediate supervisor within twenty (20) calendar days after the occurrence or event giving rise to the grievance or within twenty (20) calendar days after the grievant knew or should have known of the existence of the grievance. If the grievance is not amicably resolved within three (3) working days, the grievance shall be reduced to writing within seven (7) calendar days, signed by the grievant and submitted to the employee's immediate supervisor at Step One. It is expressly understood that no grievance shall be initiated more than thirty (30) calendar days after the grievant first knew or should have known of its occurrence. The immediate supervisor shall investigate the grievance and provide a written answer to the grievant within seven (7) calendar days of the date of submission.

Step Two: In the event the grievance is not resolved at Step One, the grievant shall file the written grievance with the Fire Director (if not already done), copying the City Administrator with the same, within three (3) calendar days from the date the Step One written answer was received or should have been received. The Fire Director shall submit a written answer to the grievant within seven (7) calendar days of the date of receipt of the grievance.

Step Three: In the event the grievance is not resolved at Step Two, the grievant shall submit the written grievance to the City Administrator within three (3) calendar days from the date the Step Two written answer was received or should have been received. The City Administrator shall provide the grievant, the Fire Director and the

attorney or representative for the grievant, if any, with a written answer to the grievance within fourteen (14) calendar days of its receipt.

Any City grievance shall be initiated at Step Three and filed with the Association President. The Association President shall submit a written answer to the grievance to the City Administrator within fourteen (14) calendar days from its receipt.

Step Four: In the event the grievance is not resolved at Step Three, the Association (or the City, where applicable) shall file a written demand for arbitration with the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey within thirty (30) calendar days from the date the Step Four answer was received or should have been received. A copy of the demand for arbitration shall be simultaneously filed with the City Administrator if the Association is the demanding party or the President of the Association if the City is the demanding party. Any demand for arbitration shall have a copy of the grievance attached.

The selection of an arbitrator and the conduct of the hearing shall be pursuant to the rules and regulations of the New Jersey State Board of Mediation then in effect.

The costs for the services of the arbitrator shall be shared equally by both parties. All other expenses, including, but not limited to, the presentation of witnesses and attorney's fees, shall be paid by the party incurring same.

The arbitrator so selected shall hear the dispute at a mutually agreeable date, time and place. The decision of the arbitrator shall be final and binding and shall be in writing setting forth findings of fact, reasons and conclusions on the issues submitted.

No one arbitrator shall have more than one grievance submitted to him/her, and under consideration by him/her, at any one time unless the parties otherwise agree in writing. A grievance shall be deemed under the consideration by an arbitrator until he/she has rendered a written decision which shall be done within thirty (30) days from the close of the hearing.

In the event of the submission of any matter for arbitration as herein provided, the arbitrator shall have no right or power to alter or modify the terms of this Agreement or to impose upon the parties any obligation or liability not expressly assumed by the parties under the provisions of this Agreement; nor may the arbitrator deprive the parties of any rights reserved, expressed or implied, by them for their benefit hereunder.

The Party initiating arbitration who subsequently withdraws the grievance from arbitration or otherwise discontinues the arbitration proceeding shall be deemed to have done so with prejudice and may not thereafter invoke the grievance procedure as to the same matter except by written consent of the other party.

ARTICLE XIX

STANDARDS 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 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/she investigated or was involved in prior to termination of his/her services, shall be compensated for such appearances by a day's pay at the prevailing rate he/she held immediately prior to his/her 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 or her 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 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 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 Association representation matters by notifying the head of the Fire Department.

ARTICLE XXIV

MANAGEMENT RIGHTS

Section 1.

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 Agreement unless and only to the extent that

provisions of this Agreement curtail or limit such rights, powers, and authority. The 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 layoff. 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 the law and due process. The recognition of the management rights of the City is not a waiver by the Association or bargaining unit employees of any rights, benefits or privileges that the Association or employees shall have under this Agreement or any other authority.

The Association and employees 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.

Section 2. Maintenance Of Operations.

The Association covenants and agrees that during the term of this Agreement neither the Association, nor any person acting on its behalf, will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or the concerted willful absence of an employee from his/her duties of employment) work stoppage, slowdown, walkout or other mass absenteeism against the City. The Association agrees that such action would constitute a material breach of this Agreement.

In the event of a strike, slowdown, walkout or organized mass absenteeism, it is covenanted and agreed that the participation in any such activity by any agent, servant or employee of the Association or by any bargaining unit employee shall be deemed grounds for disciplinary action up to and including termination of employment.

Nothing herein shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damage, or both, in the event of such breach by the Association, its agents, servants or employees or employees of the bargaining unit.

ARTICLE XXV

ASSOCIATION BUSINESS LEAVE

Section 1. Negotiations.

The members of the Association's negotiating committee shall be granted leave from duty with full pay for all meetings between the City and the 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 Association's Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the 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 Association's President or Executive Delegate shall be granted leave from duty with full pay for all State and regional meetings of the 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 Chief/Director of the Department. The Association's President and assigned Delegate(s) shall be granted leave from duty to attend the annual State FMBA Convention, when such convention takes place at a time when such officer(s) are scheduled to be on duty, provided that said President and assigned Delegate give reasonable notice to the Chief/Director of the Department.

ARTICLE XXVI

CHECK-OFF

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

b. Any employee in the bargaining unit who does not join the Association within thirty (30) days from the date of execution of this Agreement or any new employee who does not join the Association within thirty (30) days of initial employment within the bargaining unit, and any employee previously employed within the unit who returns and who does not join the Association within ten (10) days of re-entry into employment within the unit, shall pay a representation fee in lieu of dues to the Association by payroll deduction. The representation fee shall be in an amount of no more than Eighty-five (85%) percent of the regular Association membership dues, fees, and assessments as certified to the City by the Association. The Association may revise its certification of the amount of the representation fee upon sixty (60) days written notice to the City to reflect

changes in the regular Association membership dues, fees and assessments. For the purpose of this provision, employees employed on a ten (10) month basis, or who are reappointed from year to year, shall be considered to be in continuous employment. In order for this provision to become effective, the Association must provide to the City and to employees referred to above, sufficient evidence that it has complied with the statutory requirement to establish an internal procedure for non-members who seek to challenge the appropriateness of the representation fee. The Association shall comply with Chapter 477, Public Laws of 1979, in all respects.

ARTICLE XXVII

MUTUAL AID

The City agrees that when recall and/or Mutual Aid is required, one Fire 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 employee 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/her estate shall receive his/her vacation and holiday pay as accumulated as of that date. The employee's vacation pay shall be in the same amount had he/she worked his/her standard schedule as presently computed.

Section 4.

Effective upon execution of this Agreement, it is understood and agreed by the City, that time off shall be provided to employees who wish to attend Fire Department schools, courses and/or seminars. It is further understood by the parties that prior approval must be obtained, however, said approval will not be unreasonably denied. Upon the successful completion of courses by members of the Fire Department furthering their education in firematics, said employees shall be reimbursed the amount of tuition and fees and books of said course by the City.

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.

C. It is understood and agreed by the City, that time off shall be provided to employees who wish to attend Fire Department schools, courses and/or seminars. It is further understood by the parties that prior approval must be obtained, however, said approval will not be unreasonably denied. Upon the successful completion of courses by members of the Fire Department furthering their education in firematics, said employees shall be reimbursed the amount of tuition and fees and books of said course by the City.

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.

IN WITNESS THEREOF, the parties have hereunto set their hands and affixed their seals, on this 1st day of July 2005.

ATTEST:

David Stein
City Clerk

THE CITY OF NEW BRUNSWICK

James M. Cahill
James M. Cahill, Mayor

Thomas A. Longhi 3rd 7/01/05

WITNESSED:

Adalberto Lopez
~~Deputy Clerk~~ 7/1/05
FIRE DIRECTOR

NEW BRUNSWICK FIRE OFFICERS
FMBA LOCAL No. 217

Dean Wournell 07-01-05
Dean Wournell, President

BY THE MUNICIPAL COUNCIL:

WHEREAS, the City of New Brunswick recently concluded negotiations with the Firemen's Mutual Benevolent Association, Local 217 Superior Officers, New Brunswick Fire Department, for a Collective Bargaining Agreement for 2005 - 2008; and

WHEREAS, the proposed terms of Agreement have been reviewed by City Council and found to be in the best interest of the City,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Brunswick that the Mayor and City Clerk be and hereby are authorized to execute Collective Bargaining Agreement for 2005 - 2008 with the Firemen's Mutual Benevolent Association, Local 217 Superior Officers, New Brunswick Fire Department, the final form of Agreement to be approved by the City Attorney; and

BE IT FURTHER RESOLVED, that Certified Copies of this Resolution are provided by the City Clerk to the following:

- City Administrator
- Chief Financial Officer
- Director of Fire
- President, Firemen's Mutual Benevolent Association, Local 217 Superior Officers

ADOPTED: January 19, 2005

COUNCIL PRESIDENT

CITY CLERK

APPROVALS:

CITY ADMINISTRATOR

CITY ATTORNEY

CHIEF FINANCIAL OFFICER

TKS/tm

Council Member	Yes	No	No Vote	Absent
Jimmie L. Cook, Jr.	X			
Joseph Egan M.	X			
Elizabeth Carlatti, Vice President S	X			
Blanquita B. Valenti	X			
Robert Recine, President	X			

M=Moved S=Second

I, Daniel A. Torrisi, City Clerk of the City of New Brunswick, N.J., do hereby certify that this is a true and correct copy of a resolution adopted at the regular meeting of the New Brunswick City Council on: January 19, 2005

Daniel A. Torrisi, City Clerk

Any reproduction of the original document must contain the raised seal of the City of New Brunswick to be legally certified.

