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Burlington City

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and
FMBA, Local 52

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THIS AGREEMENT entered into this 18th day of June 1986, by and between THE CITY OF BRIDGETON, IN THE COUNTY OF CUMBERLAND, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Employer", or the "City", and FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL #52, hereinafter referred to as "Association".

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City of Bridgeton in its capacity as an employer, the employees, the association, and the people of the City of Bridgeton.

The parties recognize that the interest of the community and the job security of the employees depend upon the employer's success in establishing a proper service to the community.

To these ends, the employer and the association encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

1. RECOGNITION OF ASSOCIATION

Pursuant to and in accordance with all applicable provisions of Chapter 303 of the Laws of 1968 (N.J.S.A. 34:13A-5.1 et seq.), the employer does hereby recognize the association as the sole and exclusive representative of the employees of the Division of Fire, in the Department of Fire and Police, except that this representation shall not extend to any management executive or any supervisor having the power to hire, discharge, discipline or to effectively recommend the same, nor any person who is employed in a clerical or similar position in the aforesaid Division or any person employed on an hourly or part time basis. The representation shall extend to the terms and conditions of employment. The City shall compile a list of individuals together with their job titles excluded from the bargaining unit in the Division.

2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

It is recognized that the management of the Division of Fire in the Department of Fire and Police, the control of properties and the maintenance of order and efficiency is solely a responsibility of the City. Accordingly, the City retains the rights, including but not limited to hire, suspend, or discharge for just cause, assign, promote or transfer to determine the amount of overtime to be worked, to relieve employees

from duty because of lack of work or for other legitimate reasons; decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repairs, amount of supervision necessary, machinery and tool equipment, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

In order to promote efficiency and insure clarity of commands and orders, the City and the Local mutually agree that all full paid firemen obey all orders, without question, of the chief or of their lieutenants or of their immediate part time paid superiors at the scene of a fire. It is further agreed that all orders shall be given by the chief or by lieutenants to employees covered by this Agreement at the fire house, except that if the Chief or lieutenant is not available on the premises for whatever reasons, orders may be given by part time superiors and shall be obeyed by all employees covered by this contract.

3. EFFECT OF EMPLOYEE NOT JOINING ASSOCIATION

Neither membership in the Association nor non-membership shall be a condition of employment or continued employment.

The Association agrees that there shall be no discrimination, intimidation, restraint or coercion by it or its officers, agents, or members against any employee who refuses or fails to join FMBA Local #52.

The Association shall indemnify and save the City harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken.

The employer agrees to deduct from the wages of any employees covered by this Agreement, all union membership dues and initiation fees or agency fees uniformly required, if any, as provided in a written authorization form used by the employer herein, provided that the said form shall be executed by the employee. Written authorization for union dues or agency fees deduction shall remain in full force and effect during the period of this contract; but union fees may be withdrawn at any time by the filing of notice of such withdrawals with the Comptroller of the employer, or other proper disbursing officer. The filing of this notice of withdrawal shall be effective to halt deductions as of January 1st or July 1st next succeeding date on which notice of withdrawal is filed. The employer agrees to provide this service without charge to the union.

The employer and the Association agree as to representation fees in lieu of dues, in accordance with N.J.S.A. 34:13A-5.5, as follows:

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

4. UNION REPRESENTATION

Association officials shall be permitted time, with the permission of the Director of Fire and Police, or his duly authorized representative, during regular working hours for the purpose of investigating or processing grievances.

5. VACATIONS

A. VACATION PERIOD:

(1) Vacations will, insofar as possible, be granted at the time most desired by employees according to their seniority. No more than one (1) employee may be on vacation at the same time unless the department head is satisfied that he has sufficient personnel to operate efficiently. Employees shall submit a vacation schedule no later than January 15th. An employee shall take the entire vacation period allotted to him consecutively and there shall be no division of vacation period

allotted without prior approval of the department head.

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

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

B. 1 year to 5 years - 6 tours

C. 5 years to 10 years - 7 tours

D. 10 years to 15 years - 8 tours

E. 15 years to 20 years - 11 tours

F. 20 years or more - 12 tours

To qualify for a full vacation in any given year, an employee must have been continuously employed for his employment year. Employees who are employed less than a full year shall receive a prorated vacation.

If an employee becomes sufficiently ill so as to require in-patient hospitalization while on vacation, he shall charge such period and the recovery post period to his sick leave. Any unused vacation time resulting from the pressure of work as determined by the Director of Police and Fire may be carried forward into the next succeeding year.

6. HOLIDAYS

Employees will receive holiday pay for the following thirteen (13) holidays only:

- | | |
|------------------------|--------------------------------------|
| (1) CHRISTMAS DAY | (8) MEMORIAL DAY |
| (2) COLUMBUS DAY | (9) MARTIN LUTHER KING'S
BIRTHDAY |
| (3) ELECTION DAY | (10) NEW YEAR'S DAY |
| (4) GOOD FRIDAY | (11) THANKSGIVING DAY |
| (5) INDEPENDENCE DAY | (12) VETERAN'S DAY |
| (6) LABOR DAY | (13) WASHINGTON'S BIRTHDAY |
| (7) LINCOLN'S BIRTHDAY | |

If the Mayor declares a holiday other than the thirteen (13) mentioned above, employees who work will receive holiday pay for that day. If City Hall is closed for any reason beyond the control of the City there will be no holiday pay.

Holiday pay will be based on eleven (11) hours at straight time in 1986 and 1987, and twelve (12) hours of straight time in 1988.

7. PERSONAL TOUR

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

8, LEAVE OF ABSENCE

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

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

C. Notice of all leaves of absence without pay and renewals of such leaves shall be forwarded to the Civil Service Department.

D. A leave of absence may be granted to a permanent employee who is temporarily either mentally or physically incapacitated to perform his duties or who desires to engage in a course of study such as will increase his usefulness in his return to the City or who for any reason considered good by the department head with the approval of the Business Administrator. Any employee asking for special leave without pay shall submit his or her request in writing stating the reasons why, in his or her opinion, the request should be granted, the date he or she desires leave to begin and the probable date of his or her return

to duty. For each separate case of special leave without pay other than as herein provided under the statutes, the Department of Civil Service shall at the time the leave is approved, determine whether the employee granted such leave shall be entitled to his former position on his return from such leave or whether his name shall be placed on the re-employment list for that class.

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

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

paragraph.

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

9. LIFE INSURANCE

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

10. FUNERAL LEAVE

A. If a death occurs among members of the employee's immediate family or household, the employee will be granted one tour leave, which shall not be charged to sick leave.

B. The "Immediate Family" is defined as wife, husband, son, daughter, father, mother, brother, sister, mother-in-law or father-in-law.

C. If a death occurs among other relative of the employee, the employee shall be granted one tour, to be charged to sick leave.

D. "Other Relatives" are defined as grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law, uncle or aunt.

E. If an employee is required to travel 300 or more miles in the event of death, said leave shall be five (5) calendar days from the day of death. (Effective May 8, 1986).

11. VETERANS

Nothing in this Agreement shall abridge the right and preferences of veterans and members of the Armed Forces Reserves, as provided by Federal, State and Local Laws.

12. HOSPITALIZATION - MEDICAL COVERAGE

The employer agrees to pay the full premium for hospitalization coverage known as "Blue Cross", the medical coverage known as "Blue Shield" and the "Rider J" addendum for the employees, his or her spouse and/or dependent children, up to the limits provided by the City through insurance policies maintained by the City.

The City shall offer coverage with Health Maintenance Coverage (HMC) as an alternative to the State Health Benefits (SHB) Plan. In the event employee shall choose HMC instead of SHB, the employee shall pay any excess in the premium for HMC over the premium of SHB.

The City recognizes that group rates on SHB are available to the employee upon the employee's retirement, however, it is specifically understood that any premium for SHB on retirement is to be paid by the employee-retiree.

If during the contract period the City proposes different hospitalization and medical coverage to any group of employees, the City then agrees forthwith to offer said different coverage proposal to the association.

13. PRESCRIPTION PLAN AND DENTAL PLAN

A. The employer agrees to provide a prescription plan for the employees, their spouses and/or dependent children, providing for a minimum payment of \$1.00 per prescription by the employee for persons eligible under this plan.

B. The parties acknowledge that there is presently no dental plan implemented by the City for City employees, but the parties do further agree that if the City implements any dental plan of any City employees at that time the City shall implement said dental plan for members of the Association.

14. ABSENCE WITHOUT LEAVE

An absence of any employee from duty, including any absence for a single tour or part of a tour that is not authorized by a specified grant of leave of absence shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject for disciplinary action. In the absence of such disciplinary action, any employee who absents himself for five (5) consecutive tours without leave shall be deemed to have terminated his employment. Such action may be reconciled by a subsequent grant of leave at the option of the department head.

15. INTERFERENCE WITH WORK

The Association agrees to refrain from engaging in any strike, work stoppage, slowdown or interference of any kind with the operations of the City during the terms of this Agreement.

16. WORK ASSIGNMENTS

A. Employees shall perform any reasonable work assignments made by supervisors, irrespective of their job titles, so long as they suffer no reduction in their rate of pay. It is further provided that in no event shall employees covered by this Agreement be assigned police related duties except in the case of emergency as determined by the Director of Fire and Police.

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

17. WAGES

City agrees to pay employees the amounts set forth in Schedule "A" attached hereto and made a part hereof.

Retroactive monies shall be paid computed on the appropriate effective dates. Retroactive payments shall be made as soon as possible, but no later than July 1, 1986.

18. OVERTIME PAY

Employees shall be paid based on an average 19-day work period as established by 7 (k) exemption Department of Labor comprised of 144 hours. Any employee who works more than his regularly scheduled hours during any work period shall be compensated at an hourly rate to be determined by dividing his annual salary by 2765 hours to determine an hourly rate and

shall be paid at the hourly rate for all hours on duty in any work period which exceeds 144 hours. The rate of pay for overtime shall be at time and one-half. The 19-day work schedule is established as follows:

DAY: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19
 X 0 0 X 0 0 X 0 0 X 0 0 X 0 0 X 0 0 0

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

19. LONGEVITY CLAUSE

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

5 years service -	<u>1986</u> \$200	<u>1987</u> \$225	<u>1988</u> \$250
10 years service -	300	325	350
15 years service -	400	425	500
20 years service -	500	525	700

20. STANDBY CLAUSE

The parties agree that if standbys are needed, that the City shall make every reasonable effort to reach full time men for said standby in order to have a minimum of half of the standby force to be comprised of full time men. Standby time shall be paid at no less than time and one-quarter or as applicable under the FLSA 7K schedule exemption and shall be paid as close to the pay period worked as possible.

21. RETURN TO DUTY CLAUSE

If any employee is called to return to duty after having physically completed his work shift and vacated the premises of his place of employment, then said employee shall be guaranteed a minimum of two hours of pay for said return to duty.

22. STATE CONVENTIONS AND DISTRICT MEETINGS AND SCHOOLING

A. Leave of absence with pay shall be given to the President, State Delegate and One Alternate of Firemen's Mutual Benevolent Association Local #52, for attendance at the State Convention of the Firemen's Mutual Benevolent Association. In addition thereto, the President and State Delegate shall receive leave with pay to attend District Meetings of the Firemen's Mutual Benevolent Association. Further, one Delegate may attend regularly scheduled State Executive Committee Meetings. It is further agreed that as to the attendance by an employee of the District Meetings, the State Convention, or the State Executive Committee Meetings that said employee upon completion of attendance at said meeting shall immediately return to work.

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

B. Employees may attend at least one session per year of school pertaining to their employment and if said sessions are held during the normal hours of employment of said employee, the employee shall receive normal pay as if he were on the job.

23. SEVERANCE PAY

It is stipulated and agreed that employees who retire having accumulated sick days and/or tours, shall be compensated up to \$9,000. If a firefighter shall die in the line of duty during the term of employment, the City shall pay severance pay as provided in this paragraph. The severance pay shall be computed and paid within two years of the date of death to the beneficiary as set forth in the most recent pension records or in the event that beneficiary predeceased the employee, to the employee's estate.

24. SICK LEAVE

Employees shall receive as sick leave, seven (7) tours of duty per year. Said tours do not have to be utilized during the calendar year, but may accumulate thereafter. During the first year of an employee's employment, said sick leave shall be given pro rata two (2) tours, six hours for every four (4) months employed.

Sick Leave shall be calculated as follows:

1 - 12 hours = 1/2 tour
13 & over hours = 1 tour

25. COLLEGE CREDITS

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

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

Six (\$6.00) dollars per credit for all credits earned provided the employee has earned a minimum of thirty (30) credits.

C. Said sum shall not be in addition to the base pay of the employee, but shall be paid by voucher, after the adoption of the annual budget.

26. PERSONNEL REGULATIONS

It is understood and agreed that the personnel regulations and the Fire Manual adopted by the City of Bridgeton, as applicable, shall apply in all cases and for all matters not covered by this Agreement except that the provisions providing that the City will recognize all holidays declared by the President of the United States, Governor of the State of New

Jersey, shall be and is hereby deleted from said personnel regulations.

27. CIVIL SERVICE

This contract is intended to comply with statutes, rules and regulations of the New Jersey Civil Service Commission and in the event there is a conflict, the Rules of the New Jersey Civil Service Commission shall apply.

28. NEW JERSEY STATUTES RELATING TO FIRE

This Agreement is intended to comply with all New Jersey Statutes relating to fire and fire departments and in the event there is a conflict, the New Jersey Statutes shall apply.

29. OTHER EMPLOYMENT

No member of the Association shall engage in any other form of employment, without having obtained prior approval of the Director of Fire and Police of the City of Bridgeton, who shall give such permission only upon ascertaining that said employment will not in any way interfere with said member's employment with the Fire Department of the City of Bridgeton and upon being assured that said employment will not bring discredit to said Fire Department.

30. PRESENTING A GRIEVANCE

In the event that any difference or dispute should arise between the City and the Association over the application and interpretation of the terms of this Agreement, an earnest

effort shall be made to settle such difference immediately and in the following manner, provided that the grievance is filed within five (5) working days of its occurrence or employee knowledge thereof:

(1) Between the aggrieved employee with or without his steward and his fire lieutenant in charge of shift. If no satisfactory agreement is reached within five (5) working days, then

(2) Between the local Association Representative in conference with the Director of Police and Fire. Should no acceptable agreement be reached within an additional ten (10) working days, then

(3) Between the Local Association Representative and an appropriate officer approved by the Administrator for appeal. If no satisfactory agreement is reached within fourteen (14) days, then

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

(5) The matter may be referred to binding arbitration by the City or Association only.

It is understood that should any grievance proceed to the next step in the procedure as outlined herein, notice in writing shall be given by the Association to the appropriate City official that a grievance has not been resolved in the next preceding step and said notice shall request that said City

official arrange a meeting with the Local Association Representative or Representatives pursuant to this Section.

It is understood that should any grievance be resolved pursuant to Steps 1 through 4 of this Agreement, both parties to this Agreement shall execute a Memorandum of Agreement setting forth the fact of the grievance and basis for resolving the same, and in any event, the answer of the City official pursuant to any step in the grievance procedure shall always be in writing.

Either party may within ten (10) days after Step 4 Meeting request the American Arbitration Association to submit a list of arbitrators from which the parties may select an arbitrator. The decision shall be binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees, and other expenses shall be borne by the parties respectively.

Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last City answer.

It is specifically understood and agreed that arbitration shall not be obtained as a matter of right if the grievance:

(A) Involves the existence of alleged violation of any agreement other than the present agreement between the parties;

(B) Involves issues which are discussed at negotiations but not expressly covered by the terms and conditions of this Agreement;

(C) Involves claims of violations of an allegedly implied or assumed obligation;

(D) Would require an arbitrator to consider, rule on, or decide the appropriate hourly salary or incentive rate at which an employee shall be paid, or the method by which his pay shall be determined.

(E) Would require an arbitrator to consider, rule on or decide any of the following:

- (1) The Elements of an assignment;
- (2) The level, title or other designation of an employee's job classification;
- (3) The right of management to assign or re-assign work.

(F) Pertains in any way to the establishment, administration, interpretation or application of insurance, pension, savings or other benefit plans in which covered employees are eligible to participate;

(G) Involves discipline or discharge of employees who have not satisfactorily completed the designated probationary period.

Employees shall have an election as to whether they shall pursue remedies under Civil Service or under the Grievance

Procedures set forth herein.

Action beyond Step 2 of the Grievance Procedures shall constitute an election to pursue remedies under the Civil Service.

31. CLOTHING ALLOWANCE

Effective January 1, 1987, the City will provide by June 1, of each year the following:

3 Summer Shirts and 3 Summer Pants
3 Winter Shirts and 3 Winter Pants
1 Pair of Shoes

32. BREACH OF CONTRACT EFFECT

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the further enforcement of the terms and conditions herein.

33. SAVINGS CLAUSE

It is understood and agreed that if any part of this Agreement is in conflict with the law, that such part shall be suspended and the appropriate mandatory provision shall prevail and the remainder of this Agreement shall not be affected thereby.

34. RATIFICATION BY ASSOCIATION AND EMPLOYEES

The Association hereby represents that this Agreement was ratified solely by employees of the City of Bridgeton, Division of Fire, employed pursuant to the terms of this Agreement

and that no members of the Association who are not covered by this Agreement took part in the ratification proceedings. The Association further agrees that upon the adoption of any new Agreement which shall be substituted for this Agreement, or any part thereof, said Agreement will be ratified only by persons who are employed pursuant to the terms of this Agreement or the new Agreement.

35. EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete Agreement between the parties, and embodies all terms and conditions governing the employment of employees represented by the Association. The parties acknowledge they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining provided, however, that upon mutual agreement of the parties, which shall be in writing, the parties may further amplify or interpret the terms of this Agreement. Any prior commitment or agreement between the City and the Association of any individual employee covered by this Agreement is suspended.

36. WRITTEN AGREEMENT

A written agreement signed by all parties shall be completed within ninety (90) days after approval of the budget.

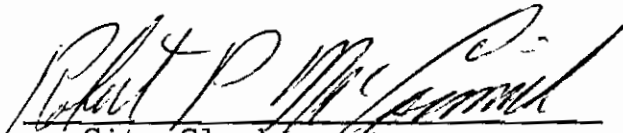
One hundred fifty (150) days prior to the expiration date of this Agreement, the parties shall meet to discuss and negotiate regarding the terms and conditions of a new Agreement or the extension of this Agreement, provided that should the Public Employees Relations Commission fix another time to commence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

37. TERM OF AGREEMENT

This Agreement shall be in effect until December 31, 1988, and thereafter until modified.


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

ATTEST:



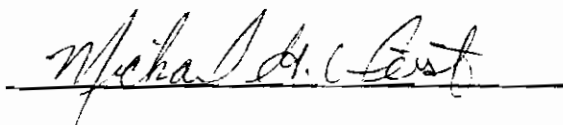
City Clerk

THE CITY OF BRIDGETON, IN
THE COUNTY OF CUMBERLAND

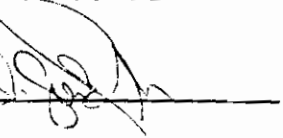
BY: 

Mayor

ATTEST:



FIREMEN'S BENEVOLENT ASSOC-
IATION LOCAL NO. 52

BY: 

SCHEDULE " A "

		<u>1986</u>	<u>1/1/87</u>	<u>7/1/87</u>	<u>1/1/88</u>	<u>7/1/88</u>
FIRST	YEAR	\$14,670	15,257	15,638	16,342	16,751
SECOND	YEAR	18,413	19,150	19,629	20,512	21,025
THIRD	YEAR	20,939	21,779	22,321	23,325	23,908
FOURTH	YEAR	21,750	22,620	23,186	24,229	24,835
FIFTH	YEAR	22,402	23,298	23,880	24,955	25,579
LIEUTENANTS		23,828	24,781	25,401	26,544	27,208

