

THIS AGREEMENT, made this 1st day of July, 2000, by and between:

CITY OF TRENTON, a municipality in the County of Mercer, State of New Jersey
and:

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 6,
TRENTON, NEW JERSEY,

WHEREAS, the parties entered into a certain agreement governing economic terms and conditions of employment of fire personnel represented by the Firemen's Mutual Benevolent Association, Local No. 6, that expired on June 30, 2000, and

WHEREAS, the parties are desirous to amend said agreement as to other terms and conditions of employment, including economic terms and conditions of employment,

NOW, therefore, for the purposes herein before expressed, the parties hereto enter into this supplemental agreement, effective as of the first day of July, 2000, by and between the City of Trenton, a Municipal Corporation, situated in the County of Mercer, State of New Jersey, hereafter referred to as "the City" and Firemen's Mutual Benevolent Association, Local #6, hereafter referred to as the "F.M.B.A.", which is designed to maintain and promote a harmonious relationship between the City and such of its employees who are within the provisions of this agreement through collective negotiations, in order that more efficient and progressive public services may be rendered.

ARTICLE I

RECOGNITION AND DUES CHECK OFF

Section 1. Recognition

The City hereby recognizes the F.M.B.A. as the exclusive representative and bargaining agent for the bargaining unit, consisting of uniformed firefighters and fire prevention specialists within the Fire Department.

Section 2. Dues Check Off

Insofar as permitted by law, the employer agrees to deduct from the employees in the unit represented by the F.M.B.A., who are members of the F.M.B.A., initiation fees, dues and assessments as required by the F.M.B.A. Constitution and Bylaws and other F.M.B.A. Rules and Regulations duly enacted. All such deductions shall be paid over to the properly designated F.M.B.A. official **bi-weekly**, on a regular recurring basis.

Section 3. Agency Shop

Any employee in the Bargaining Unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within ninety (90) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment within the Unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular union membership dues, fees and assessments. The union's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer. For the purposes 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.

The Union shall indemnify and hold the City harmless against any and all claims, demands or suits concerning the constitutionality or legality of the Agency Shop provisions in this agreement, and the Union shall exercise reasonable diligence in attempting to intervene in, and shall defend on behalf of the City, any Court action instituted against the City wherein the plaintiff or claimant alleges the unconstitutionality or illegality of this Agency Shop provision. Payment of such deductions made by the City shall be paid over to the F.M.B.A. in the manner provided for payment of deductions as set forth in Section 2 above.

ARTICLE II

ASSOCIATION RIGHTS

Section 1.

The Employer shall permit members of the F.M.B.A. Grievance Committee, not to exceed five people, to conduct business of the Committee which consists of conferring with employees and representatives of the Employer on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Department of Fire or require the calling of more than one (1) off-duty fireman for Step 2 or above grievances only to bring the Department to its proper effectiveness.

Section 2.

The Employer shall permit up to three members of the F.M.B.A. Negotiating

Committee to attend mutually convenient collective bargaining meetings during the duty hours of the members.

Section 3.

The City agrees to grant the necessary time off without loss of pay to the members of the F.M.B.A. selected as delegates to attend any State or international convention of the F.M.B.A. as provided under N.J.S.A.11:26C-4.

For the State Union Convention no more than eleven (11) delegates per convention and no more than two (2) conventions per year. However, the 22 delegates per year may be pooled and up to 17 delegates may be used for one convention and the balance of the 22 for the other. For any other organization statutorily eligible for convention attendance, the number of permissible conventions shall be capped at two (2), and the total number of permissible attendees shall be capped at 10% of number of Trenton Firefighters who are members of the organization. For example, if ten (10) Trenton Firefighters are members of the American Legion, one (1) delegate would be permitted to attend up to two (2) conventions per year. No "rotation" of delegates shall be permitted. Names of the delegate attendees shall be given to the department at least two weeks prior to start of convention.

Section 4.

The City and the FMBA hereby agree that effective January 1, 2001, officers of the FMBA or their designated representatives, not to exceed four on duty, will have a total (pool) of thirty-one (31)days, and effective January 1, 2005 thirty-two (32)days off in each calendar year, with pay (straight time) for the conduct of union business, including related community activities, and not including the time off with pay granted to the Delegate to the State FMBA, or the FMBA representatives, as provided for under existing State law. Such time off may be split into half days (a half day is 5 hours in duration) but not into partial days. Officers granted full day leaves shall be replaced by overtime personnel if deemed necessary by the Fire Director or his designee. Half day leave for union pool time cannot constitute overtimes. Time off for attendance at monthly union meetings is not chargeable to this pool. Pool days to be used at the discretion of the President of the FMBA. **Requests for use of union pool days will be accompanied by a general statement sufficient to verify that the pool days are being used for union purposes. The Union will notify the Personnel Deputy Chief for days used to sponsor Fire Department charitable events.**

Section 5.

The City agrees to allow time off to members to attend PERC hearings on behalf of the FMBA, provided such attendance is necessary for the conduct of the hearing.

Section 6.

Effective February 1, 1994, the City will permit the Union President to conduct necessary union business on City time from an office established at one of the City's firehouses for up to two days per month, provided that:

- a) The president shall participate with his assigned company in all drills at the training center and other daily drills as designated by the training officer.
- b) The president shall participate in all other daily drills with the company located in the same house as the union office.
- c) The president shall keep his turnout gear with him and respond in his own vehicle to any alarm where there is a "working fire" reported by the company where the office is located.
- d) The president's absence from his assigned company shall not require the City to hire firefighters on overtime in order to maintain whatever minimum manning level is in effect.
- e) The president will make a good faith effort to schedule on his union days meetings which would otherwise require him to be absent from his company on other days.
- f) Unused days from one month cannot be carried forward to be used in any other month.

ARTICLE III

HOURS OF WORK AND OVERTIME

Section 1. Workweek

The workweek shall consist of forty-two (42) hours, averaged out over eight (8) weeks as follows:

First Week	forty-eight (48) hours
Second Week	forty-eight (48) hours
Third Week	forty-eight (48) hours
Fourth Week	thirty-four (34) hours
Fifth Week	thirty-four (34) hours
Sixth Week	forty-eight (48) hours
Seventh Week	thirty-eight (38) hours
Eighth Week	thirty-eight (38) hours

Section 2. Workday

The workday shall consist of ten (10) consecutive hours, starting at 8:00 a.m. and ending at 6:00 p.m.

The worknight shall consist of fourteen (14) consecutive hours starting at 6:00 p.m. and ending at 8:00 a.m. the following morning.

The employee on the workday Sunday and Monday shall be off Tuesday and report for the weeknight Wednesday and Thursday. He/she shall report back for the next workday on the following Monday and Tuesday, etc.

Section 3. Overtime

All overtime must be authorized by the Director or his designee. Overtime shall be paid at the rate of time and one-half (1 1/2) above the normal rate of pay for all time worked in excess of regularly assigned hours computed at an hourly rate for a 40-hour workweek.

Firefighters in the Fire Department who are called back to work shall receive a minimum of four (4) hours overtime pay, at overtime rates.

Whenever a firefighter works in excess of his/her regularly assigned workweek or work schedule as provided for in Sections 1 and 2 of this Article, he/she shall be paid for such overtime work in 1/2 hour segments at 1 and 1/2 times the normal rate which he receives for his/her assigned duty on that tour.

Exclude any additions to base salary other than longevity and drivers pay from contractual overtime.

The City recognizes its obligation to comply with all FLSA requirements whenever a firefighter works in excess of 212 hours in a twenty eight-day work period. Any overtime hours short of this FLSA threshold are strictly contractual overtime to which FLSA requirements do not apply. **Holiday pay, diver, shift differential, degree money, and HAZMAT adjustments shall not be included in contractual overtime.**

Section 4. Witness Pay

Firefighters who are called as witnesses at any disciplinary hearing when such appearance occurs outside his regularly assigned duty hours, the time so spent shall be included as part of his hours of employment for that pay period and shall be deemed overtime and payable at time and one half of regular pay for the time spent at such a hearing; provided however that the number of witnesses which may be called on any issue may be limited or the scheduling or manner of the appearance of any such witness, by live testimony or by affidavit where appropriate, may be directed in the discretion of the hearing officer or reviewing officer for the purposes of limiting the expenses of said hearing which may otherwise result from the calling of multiple witnesses whose preferred testimony would be essentially duplicative of prior testimony, where the absence of such duplication would not prejudice the prosecution or the defense.

Section 5. Court Overtime

Whenever a firefighter, as part of his/her duties, shall be required to appear before any grand jury or at any Municipal Court, State Superior or State Supreme Court or any

Federal Court proceeding, except as a witness in a civil action which does not arise from the performance of duty, the time during which he/she is so engaged shall be considered a time of assignment to, and performance of his/her regular duty, and when any such appearance occurs outside his/her regular assigned duty hours the time so spent (from the time of reporting at the Court until the time excused) shall be included as part of his hours of employment for that pay period and shall be deemed overtime.

Section 6. Length of Overtime Shifts

For the purposes of more efficient use of manpower the City, after consultation with the FMBA, may schedule employees on overtime shifts of eight hours during periods of high incidence of fires and/or consider equivalent or more efficient methods for use of manpower.

Section 7. Snow Days

Firefighters must report to work in order to receive compensatory time during a snow emergency.

ARTICLE IV

VACATIONS

Section 1.

Vacations shall be granted with pay as follows: Employees who are initially hired by the City shall receive one (1) working day of vacation for each month, or part thereof, of continuous service rendered from the day of their appointment.

a. All employees hired prior to January 1, 1988, shall be entitled to 26 vacation days. It is understood that two of the 26 vacation days are given in consideration for working a 42 hour week.

b. For employees hired after January 1, 1988, vacation shall be granted as follows:

After 1 year of service but less than
3 years of service 17 days

After 3 years of service but less than
5 years of service 19 days

After 5 years of service but less than
8 years of service 21 days

After 8 years of service but less than

10 years of service

23 days

After 10 years of service the employee is entitled to 26 vacation days as outlined in paragraph a.

The vacation period shall be taken in the calendar year in which it was earned, from the first day of January to the 31st day of December. Vacation schedules shall be posted in companies no later than January 10th of any calendar year. All vacation periods shall be on a rotating basis; for example, if a member's summer vacation ends July 1st (approximate), his summer vacation the following year will commence about July 1st. Same holds true for his out-of-season vacation. Company members shall be allowed to make mutual exchanges of vacation periods with other equally qualified members of their company, with the approval of the Chief.

The 12 day vacation period for employees may upon request by the employee be divided into two six-day vacation periods, or one four-day and one eight-day period, consistent with current practice for change in regular vacation schedules.

Section 2. Demand Days

Demand Days shall be classified in two ways:

a: "A Days". Three (3) of the above vacation days may be taken by every firefighter in his discretion, provided forty-eight (48) hours advance notice is given to his immediate supervisor, and no more than five (5) overtime replacements are generated by such vacation selections.

b: "B Days" may only be used outside the peak vacation period (i.e. scheduled eight day periods). "B Days" will be provided according to the following schedule:

Years of Continuous Service

B Demand Days

More than 5 but less than 10

1 B Day for perfect sick leave record

More than 10 but less than 15

1 B Day + 1 B Day for perfect sick leave record

More than 15 years

2 B Days + 1 B Day for perfect sick leave record

Section 3. Terminal Leave

Upon receipt of notification of an employee's intention to retire in accordance with the provisions of the New Jersey Police and Fire Retirement System, firefighters shall receive either the number of vacation days or equivalent compensation which he would

have received or earned had he worked the entire calendar year, minus any vacation days taken during the year of retirement, the resulting number of vacation days, however, being reduced pro rata by the percentage of the employee's previous year of employment spent on sick time, not including the first fifteen days of sick time actually taken in said year.

Section 4.

Paragraph 1, subparagraphs a-d, "Vacations," of the parties' April 23, 2003, Stipulation of Partial Settlement, attached hereto as Appendix B, is hereby incorporated into this Agreement. In case of conflict between this Agreement and the terms of Paragraph 1, subparagraphs a-d, "Vacations," of the parties' April 23, 2003, Stipulation of Partial Settlement, attached hereto as Appendix B, the latter shall control.

ARTICLE V

HOLIDAYS

Section 1.

The City agrees to recognize as paid holidays, such holidays as shall be designated for all employees of the City of Trenton as set forth in the appropriate ordinance or resolution adopted by the City for such purpose.

Section 2.

It is recognized by both parties that by reason of **Departmental** business, members of the negotiating units are not able to be excused from working on such holidays as are normally enjoyed by other City employees. Therefore, in lieu of receiving days off on such holidays, each member of the negotiating unit will receive 12 hours pay in addition to his regular salary. For this purpose, in the event that any of the aforesaid allowed paid holidays fall on a non-duty day, said holiday shall be deemed to have fallen on a regular working day. Effective July 1, 2000, pay as an addition to base salary for all employees, but exclude from calculation of contractual OT, differential, etc.

ARTICLE VI

LEAVES OF ABSENCE AND LEAVES WITHOUT PAY

Section 1. Mutual Exchange of Leave

Any employee may with the approval of the Commanding Officer, be granted leave with pay for any days on which he is able to secure another employee to work in his place provided:

- A. Such substitution does not impose any additional expense on the City.
- B. Such substitute shall be of equal qualification.
- C. The officer in charge of the tour in the station is notified in writing not less than twenty-four (24) hours prior to its becoming effective, except in the case of emergency, request may be made by telephone.
- D. The Battalion Chief, responsible for the tour on which the substitution is to take place must be notified of the proposed substitution, as soon as practicable, by the Officer in the fire station on the same tour.

Section 2. Funeral Leave

Employees shall be entitled to a funeral leave with pay in the case of the death of a spouse, parent, step-parent, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, common-law spouse (defined as living together for two or more years) or any relative of the employee's household. In no instance shall Funeral Leave exceed four (4) duty days (i.e., four (4) duty day cap). Additional funeral leave time, if needed, shall be granted as vacation time and will not be counted against summer vacation. Step relatives will be considered members of the immediate family only under the following circumstances: step-brothers and sisters when the employee was raised in the household, and step-children when they were raised in the employee's household.

In the case of the death of an uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, grandparent of a member's spouse, niece or nephew of a member's spouse, or aunt or uncle of a member's spouse: One (1) day provided members attends the funeral or viewing and the member reports for duty as scheduled on the day following the interment or viewing. In the event that any of the above relatives are members of the employee's household, funeral leave shall be granted in accordance with **the preceding paragraph**. Additional funeral leave time, if needed, shall be granted as vacation time and will not be counted against summer vacation.

If an employee is on vacation and attends the funeral or viewing of a covered relative, then the appropriate covered time will be charged to funeral leave and not vacation leave.

The City agrees to reimburse a member's family or estate the amount of funeral expenses, not to exceed \$5,000, for any firefighter who dies in the line of duty.

If an employee is starting or is on a scheduled vacation and there is a death in the immediate family as defined in this agreement, the employee shall have the option to convert the vacation time to funeral leave time as provided herein. The City may require proof of death.

Section 3. Sick Leave

A. Each employee is entitled to remain on sick leave for a period of up to one year, with full pay, for each separate illness or injury which is not service- connected. In

no case will the period of sick leave extend beyond one year; even if more than one illness or injury consecutively, is involved. This policy does not refer to line of duty injuries and time off for such injury is not charged as sick time.

B. The F.M.B.A. clearly recognizes the right of the City to require that members on sick leave be examined as often as the City sees fit by the Police and Fire Surgeon, or any other physician designated by the City or said Surgeon. If the member is found fit for duty, the member will be ordered to duty.

C. Except in cases approved by the Business Administrator or his designee, if a member becomes ill or injured during his regularly scheduled vacation period, any absence from duty during said vacation period will be charged as vacation, not sick time.

D. If a member is on sick leave on account of a Line-of-Duty injury or sickness, prior to his regularly scheduled vacation period, and he is unable to take his vacation, the Director of Department shall reschedule this unused vacation period in the following calendar year. The rescheduling of vacation shall not result in increased over time costs or reduction in the efficiency of the fire service.

E. The parties agree that a light duty program provides a benefit to both the City and the FMBA members by providing appropriate light duty assignments for firefighters temporarily unable to perform normal duties. The light duty assignments, that will be made by the Fire Director, will be based on the fitness for duty recommendations and any physical restrictions identified by the City's physician.

Section 4. Sick Leave Buy Back

A permanent employee who enters retirement pursuant to the provisions of a State administered or approved retirement system and has to his credit any earned and unused accumulated sick leave, shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave.

The supplemental compensation to be paid shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave, based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement. Effective January 1, 1999 the supplemental compensation payment shall not exceed \$20,000.00.

This supplemental compensation shall be paid in a lump sum after the effective date of retirement or death, or as may be elected by the employee deferred for one (1) year, or taken over a 3 year period, at 1/3 per year of the total or biweekly over a one (1) year period.

Because of the past performance of the person retiring taking time off in his final year, a clause was built in to prevent this and is as follows: This clause is not intended to reduce or eliminate the sick buy back for an employee, with a good sick record, who has

an accident or debilitating disorder in his/her final 12 months of employment. Members who fall into this category shall have their case reviewed by the City and the FMBA Local No. 6. The City incurs no obligation other than being obligated to review a case.

In the 12 months prior to retirement the following will prevail:

1st 15 sick days: no penalty
16 to 45 days: 50% of daily rate will be deducted from buy back
46 to 60 days: 75% of daily rate will be deducted from buy back
61 + days: 100% of daily rate will be deducted from buy back

For the purpose of calculating accrued sick time, employees will be deemed to have earned 12 sick days for the first year of service and 15 days per year thereafter. Usage will be based on City of Trenton records.

Section 5. Labor/Management Committee

The parties shall establish a Labor/Management Committee with membership of one (1) representative of the Business Administrator, one (1) representative of the Fire Director and two (2) representatives FMBA. The Committee will monitor and analyze sick leave policy, usage and abuse and, within 90 days of the ratification of the agreement, will make recommendations to reduce sick leave within the Department.

Section 6. Marriage Leave

Eliminate for employees hired on or after 7/1/00. Only current employees who are not currently married (38 employees) may access the benefit (one time only) during the term on the agreement. No other incumbent employees may access the benefit. Effective 12/31/05 the benefit is eliminated for all employees.

ARTICLE VII

SENIORITY

Seniority will be determined by length of service in the firefighter title.

A firefighter's length of service in the Trenton Fire Department shall not be reduced by time lost due to sickness or injury or authorized leave of absence.

The Fire Department shall establish and keep up to date a seniority list which shall be posted in every fire station.

ARTICLE VIII

THE GRIEVANCE PROCEDURE

In the event that any difference or dispute should arise between the City and the F.M.B.A., or its members employed by the City over the application and interpretation of the terms of this Agreement or any action of the Fire Department affecting a term and condition of employment (including, but not limited to, the disciplining or discharge of employees), an earnest effort shall be made to settle such difference immediately.

The following procedure shall be followed: The grievance must be presented, as stated below, within ten (10) calendar days of its occurrence, or ten (10) days from the employee or employer's first knowledge about it.

Step 1. The matter first shall be discussed orally with the employee's immediate supervisor and the F.M.B.A. representative within three (3) days after the presentation of the grievance, exclusive of Saturday and Sunday.

Step 2. If within five (5) days after the date of the presentation of a grievance, exclusive of Saturday and Sunday, the grievance is not resolved with the employee's immediate supervisor, it shall be presented in writing to the F.M.B.A. company representative and the Director of the Fire Department. The Fire Director or his designee(s) shall arrange for such meetings and make such investigations as are necessary and give his answer to the grievance committee in writing within five (5) days after the submission of the grievance to the F.M.B.A. Grievance Committee, exclusive of Saturday and Sunday.

Step 3. If the grievance is not resolved in the first 2 Steps, the grievance shall be presented in writing to the Business Administrator within five (5) days after the Director's decision, exclusive of Saturday and Sunday. His final decision shall be given in ten (10) days after the receipt of the grievance, exclusive of Saturday and Sunday. Discussions may ensue at the request of the Business Administrator.

Step 4. If the grievance is not settled to the satisfaction of both parties, either party to this agreement may submit the grievance to binding arbitration within ten (10) days after the decision of the Business Administrator, exclusive of Saturday and Sunday, in accordance with the procedures established by the New Jersey Public Employment Relations Commission.

No settlement of a grievance under any or all of the provisions of this article shall contravene the provisions of this agreement.

The decision of the Arbitrator shall be in writing and shall include the reasons for each finding and conclusion. The decision of the Arbitrator shall be binding on the Association, any and all employees represented by the Association involved in the grievance, and the Employer.

In cases involving matters which can properly be appealed to either the courts or the New Jersey Civil Service Commission, the employee must select only one avenue of appeal. If he selects to appeal to the Civil Service Commission, and nothing herein is intended to deny any employee the right of appeal as expressly granted in the Revised Civil Service Rules for the State of New Jersey, then neither the employee nor the Association can invoke or use Step 4 (binding arbitration) of the grievance procedure.

If, on the other hand, the employee first selects the grievance procedure, then if the grievance is not settled at the Third Step, the employee may either (1) elect an appeal to the Civil Service Commission, in which case, an appeal through the binding arbitration provisions of the grievance procedure is waived, or (2) request that the F.M.B.A. invoke the Fourth Step (binding arbitration) of the grievance procedure, and only upon the approval of the F.M.B.A. will the Fourth Step be undertaken, or (3) appeal to a court of law where applicable. If the F.M.B.A. approves and invokes the binding arbitration procedures, then the employee(s) involved in the grievance waives the right to appeal the grievance to the Civil Service Commission, or the courts.

Nothing herein shall prevent any employee from processing his own grievance, provided the Grievance Committee may be present.

Nothing herein contained shall limit the rights of firefighters under existing statutes or rules of New Jersey or the City of Trenton.

If the parties of this Agreement reach mutual agreement, the grievance procedure may be accelerated, i.e., steps can be skipped and time periods reduced by mutual agreement.

ARTICLE IX

BULLETIN BOARDS

The City shall permit the F.M.B.A. use of one Bulletin Board in each fire station for the purpose of posting of notices concerning F.M.B.A. business and activities. The Company Representative shall post all F.M.B.A. business.

ARTICLE X

EDUCATION

The City agrees that it will continue the policy initiated by the Fire Department to grant time off to firefighters, without loss of pay up to four (4) hours per workweek, for education in Fire Science and Technology or Fire Administration. However, the Fire Director or his designee will continue to exercise his discretion to approve such leaves, so as not to reduce adequate manning among the fire companies to a level deemed by the Fire Director to be unacceptable.

Members detailed to a Fire Department sanctioned training class shall be considered

to be "on duty" from the time they leave for the training session, whether leaving from their home or from a Fire Department location. Reasonable travel time shall be allowed based on the distance traveled. Whenever possible, a Fire Department vehicle shall be supplied for such training sessions. Whenever a vehicle is not available, mileage will be paid to the member at a rate established by city of Trenton Personnel Policies. Optional training allowed by the department is not covered by this section.

ARTICLE XI

MISCELLANEOUS

Section 1.

No employee of the Trenton Fire Department shall be assigned to perform any duty not related to firefighting and training, fire prevention, rescue, salvage, overhaul, and the care and maintenance of firefighting equipment, apparatus, station or any other similarly related work. However, such work shall not include masonry, painting, plumbing, carpentry or electrical work to the fire station.

Section 2.

The Fire Director or his designee will continue to exercise the managerial authority to transfer firefighters to positions for which they are qualified as the need of the Fire Service requires. However, the Fire Department will continue its policy of giving due regard to seniority in cases of voluntary requests to fill vacancies, and also in cases of involuntary transfers.

Members of the negotiating unit shall have the option of exchanging tours of duty both within and without duty stations upon proper notification and approval of their respective supervisors.

Section 3.

Any changes in working conditions are subject to the negotiation process under the New Jersey Employer-Employee Relations Law as amended. Therefore, proposed changes in working conditions shall be negotiated by the F.M.B.A. and the City prior to implementation.

Section 4.

The City shall provide, in printed booklet form with an index, copies of the final contract incorporating all changes to be distributed by the FMBA to all members of the bargaining unit.

Section 5.

The parties agree except as otherwise provided by law:

- a. Effective January 1, 1985, increments (as provided in Article XVII, Section 1.) shall be earned on the basis of merit, for all firefighters hired on or after January 1, 1984;
- b. The parties shall meet to develop a performance evaluation system, both for the basis of increments earned on the basis of merit, as well as devising ways to recognize good employees within the range and at the maximum; if a system is not devised by 8/1/84, the issue will be submitted to binding arbitration.
- c. Increments earned on the basis of merit shall not be paid until the parties have agreed, or an arbitrator has ruled, on the criteria for increments on merit and the criteria for rewarding additional compensation, provided however, that such increments shall be retroactive to January 1, 1985, when paid. The parties also agree that when the procedure is implemented that if either the firefighter or FMBA is of the opinion that the increment has been improperly denied, then same shall be the subject of binding arbitration under the grievance and arbitration provisions of the contract. The burden of proof for denial of normal increments is on the City.

ARTICLE XII

RESPONSIBILITY OF PARTIES

The City and the F.M.B.A. on behalf of its members accept responsibility to follow the procedures set forth in this agreement for the settlement of issues and disputes. The F.M.B.A. will not authorize or sanction any strike or job action during the term of this agreement. In the event of a "wildcat strike" the F.M.B.A. will endeavor to stop such activity to the end that the dispute may then be settled **promptly** in accordance with the procedures set up herein.

ARTICLE XIII

TERMS AND CONDITIONS OF THIS AGREEMENT

Section 1.

The term of this Agreement shall commence July 1, 2000 and extend through December 31, 2005. Either party wishing to terminate, amend or modify such contract, must so notify the other party in writing no more than one hundred eighty (180) nor less than sixty (60) days prior to such expiration date. Within fifteen (15) days of the receipt of the notification by either party, a conference shall be held between the City and the F.M.B.A Negotiating Committee for the purpose of considering such amendment, modification or termination.

Section 2.

If neither party serves such written notice of desire or intention to terminate, amend or modify this agreement on or before the aforementioned sixty (60) days prior to expiration of this agreement, then the duration of this agreement shall continue for one additional year.

ARTICLE XIV

ACTING OFFICERS'

Any employee covered by this Agreement who is ordered to fill in at a higher position shall be compensated at the pay of the higher rank effective the first day of service, or any portion thereof, in the higher capacity.

Employees who qualify for out-of-title payments shall not have their continuity broken by the taking of a one day leave or by a mutual exchange of tours for one day. As such, this leave shall not be paid at the rate of pay of the higher title.

Employees who are working out-of-title under the provisions of this section, and who are required to work overtime in the capacity of the temporary higher title shall receive time and one-half pay at the rate of the higher title.

Effective July 1, 1999, working out of title pay 32% of the maximum base salary rate of a firefighter will be reduced to 30%.

ARTICLE XV

NON- DISCRIMINATION

The provisions of this agreement shall be applied equally to all members of the unit, and the City and the F.M.B.A. agree there shall not be any intimidation, interference, or discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or F.M.B.A. membership or activity.

ARTICLE XVI

APPLICABLE LAWS

The provisions of this agreement shall be subject to and shall not annul or modify existing applicable provisions of Federal and State laws.

It is understood and agreed that if any portion of this agreement be held unlawful and unenforceable by any court of competent jurisdiction such decision of the court shall apply only to the specific portion of the agreement affected by such decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

ARTICLE XVII

COMPENSATION

Section 1. New Hire Schedule

Employees hired on or after 7/1/00: First four months at entry rate do not count towards increments, i.e. increment movement occurs on the anniversary date of completing four months of employment. Maximum is reached six years after completion of the four-month entry rate. The current 8 month step is extended to one year.

Section 2. Driver-Tillermen

All Driver-Tillermen, Paid Drivers, and Basketmen shall receive 4.5% of top base salary as additional compensation, added to the normal paychecks for these employees. In addition, firefighters serving temporarily as Driver-Tillermen, Paid Drivers, and Basketmen shall be paid at the higher rate for each day they are so assigned.

Section 3. Longevity

Each employee covered by this Agreement shall, in addition to his regular wages and benefits, be paid a longevity increment based upon consecutive years of service with the Fire Department in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Longevity</u>
5 years but less than 10 years	2.0% of Base Salary
10 years but less than 15 years	4.0% of Base Salary
15 years but less than 20 years	8.0% of Base Salary
20 years but less than 24 years	10.0% of Base Salary
24 years but less than 29 years	12.0% of Base Salary
(Effective 7/1/98)	
29 years and over (Effective 7/1/98)	13.0% of Base Salary

Section 4. Clothing Allowance

Effective December 31, 2000, the Clothing Allowance will be **eliminated**. (Firefighters will come to work in appropriate attire).

Employees who are provided uniforms, etc., in accordance with the regulations and procedures of the Employer shall reimburse the City for the costs of said uniforms at the rate of \$15.00 each pay period until the full cost of the uniform issued is reimbursed to the City.

Effective on or after January 1, 1994, the City may issue sheets and linens to each member for his individual use, who will then assume responsibility for laundering them. The City will provide a paper towel dispenser in lieu of kitchen towels in the kitchen of

each firehouse.

Section 5. Fire Prevention Specialist Pay

Each Fire Prevention Specialist will receive additional pay in the amount of 4.5% of top base pay to be added to the normal paycheck.

Section 6. College Credits

Bi-weekly payments for college credits will be made to all members of FMBA who have attained college degrees. Payments will be based on the level of education attained as shown below:

Associate's Degree	\$200.00 per year
Bachelor's Degree	\$400.00 per year
Masters' Degree	\$600.00 per year

Payment will be as an addition to base salary for eligible employees, but exclude from the calculation of contractual OT and differentials.

Section 7. Divers

Effective January 1, 1994, members certified as divers and assigned duties as divers shall be paid an additional 1% of their bi-weekly base rate. Pay as an addition to base salary for eligible employees, but exclude from the calculation of contractual OT and differentials.

Section 8. Shift Differential

Effective July 1, 2000, in lieu of current \$350 differential, pay a differential equal to 1.25% of the top step base salary (excluding longevity). The night shift differential shall be paid as an addition to base salary bi-weekly for all employees, but shall be excluded from the calculation of contractual OT and differentials.

Section 9. HAZMAT Adjustment

A HAZMAT salary adjustment shall be provided to eligible employees in accordance with the terms of Paragraph 3, subparagraphs a-h, "HazMat," of the parties' April 23, 2003, Stipulation of Partial Settlement, attached hereto as Appendix B.

Pay as an addition to base salary bi-weekly for all eligible employees, but exclude from the calculation of contractual OT and differentials.

B/C aides who become HAZMAT certified shall be eligible for HAZMAT pay. Pending certification, the B/C aides will receive one half HAZMAT pay unless B/C aide

chooses not to attend HAZMAT training. In such event, the B/C aide will no longer receive the one half HAZMAT pay and the choice not to attend HAZMAT training will not affect status as B/C Aide.

ARTICLE XVIII

HEALTH AND WELFARE

Section 1. Medical Insurance

The Employer agrees to continue fully paid coverage for all employees, spouses and dependents under the 14/20 Series of Blue Cross and Blue Shield Plan Rider J, or to provide equivalent or better health benefits coverage through a self-insurance program or independent carrier, as well as major medical coverage, or an amount equivalent for employees choosing the Health Maintenance Optional Plan. The City will confer with union representatives before any change in the current plan is implemented. It is further agreed that the benefits received by eligible pensioners and their dependents under Resolution #76-722 and NJSA 52:14-17.38 will be continued under any carrier the City may choose.

Should the State of New Jersey upgrade the present 14/20 Series Blue Cross and Blue Shield Plan Rider J coverage for its employees and thereby make available such upgraded Plan to the City of Trenton through our present group coverage during the term of this Agreement, the City agrees to upgrade said Plan for employees covered by this Agreement.

Section 2. Prescription Drugs

The City shall make available to employees covered by this Agreement the same deductible Prescription Drug Plan which is available to other employees of the City. The deductible (co-pay) amount shall be \$0.00 for generic drugs and \$5.00 for name-brand drugs.

A prescription drug plan or a successor plan shall be provided for retirees unless and until such time the said retirees become eligible for a prescription drug plan from any other source. Retirees must document ineligibility for the State's Pharmaceutical Assistance Act Program prior to participation in the City's plan. The effective date for this benefit shall be for those members of the F.M.B.A. who retire on or after January 1, 1980 who shall have at least 25 years of service or become permanently disabled in a service-connected incident.

Section 3. Dental and Optical Insurance

The City agrees to continue the contributory Dental Care Program to be funded equally by the City and the employee. The reimbursement for an employees cost for prescription lenses shall be \$70 for single vision lenses and \$75 for bifocals.

Section 4. Safety Committee

A Safety Committee will be established within the Fire Department of the City. Membership in the Safety Committee shall be broken down as follows: 50% from the City, 25% from the F.M.B.A., and 25% from the Trenton Fire Officers Association (T.F.O.A.). The Safety Committee shall meet to discuss matters of safety within the Fire Department and may make recommendations regarding safety to the Business Administrator.

Each of the City, F.M.B.A. and T.F.O.A. shall be empowered to designate their respective representatives for the Safety Committee.

The Safety Committee shall hold its initial meeting within 60 days of the date of execution of this agreement and shall continue to meet as its membership shall thereafter determine.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper officers and their seal to be hereto affixed the day and the year first above written.

F.M.B.A., LOCAL #6

CITY OF TRENTON

Ronald J. Ettenger, President

Douglas H. Palmer, Mayor

Frank Wilcox, Vice President

Jane Feigenbaum
Business Administrator

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FIREMEN'S MUTUAL BENEVOLENT	:	STATE OF NEW JERSEY
ASSOCIATION, LOCAL NO. 6 and	:	PUBLIC EMPLOYMENT
TRENTON FIRE OFFICERS	:	RELATIONS COMMISSION
ASSOCIATION, LOCAL NO. 206,	:	
	:	
Charging Party,	:	
	:	Docket Nos. CO-2003-7
v.	:	CO-2003-22
	:	CO-2003-19
CITY OF TRENTON,	:	CO-2003-18
	:	
Respondent.	:	<u>STIPULATION OF PARTIAL SETTLEMENT</u>

Respondent, City of Trenton, and the Charging Parties, FMBA Local No. 6 and Trenton Fire Officers Association, Local No. 206, on this 23 day of April, 2003, in settlement of certain of the issues in dispute between them in the above-referenced matters, and certain of the issues in dispute between the parties in the following pending matters: FMBA, Local No. 6, et al. v. City of Trenton, Docket No. A-138-02, City of Trenton - and- Trenton Fire Superior Officers' Ass'n, Docket No. AR-2003-35, and City of Trenton -and- FMBA Local No. 6, Docket No. AR-2003-34, agree as follows:

1. Vacations:

- a. Vacation requests (Form #43) must be submitted during the firefighter's/officer's regular working shift and not less than forty-eight hours prior to vacation.
- b. The Department shall utilize five "vacation periods" as per the vacation memorandum issued by Fire Director Dennis M. Keenan dated January 8, 2003, (Exhibit A, attached). In all other respects, vacation procedures existing as of June 19, 2002, shall remain in effect until the expiration of the parties' current collective negotiations agreements, i.e., December 31, 2005.
- c. Demand Days - - A single limit on the number of overtimes that may be created by total demand day usage (both Type A and Type B demand days) of five overtimes per bargaining unit; that is, a single limit of five overtimes created by demand day usage (Type A and B) among firefighters, and a separate single limit of five overtimes created by demand day usage (Type A and B) among fire officers. In cases of conflict, requests for Type A demand days will take precedence.
- d. In the event of an emergency, vacation time may be granted as per current guidelines, without forty-eight

(48) hours' notice. Examples of emergencies include: family medical emergencies, emergencies in the firefighter's/officer's home, and travel interruption emergencies. Discretion shall be given to the on-duty Battalion Chief to grant such emergency leave. Notification to the Battalion Chief through the chain of command shall be given as soon as possible. A firefighter/officer requesting emergency leave must identify what type of emergency exists to be eligible for emergency vacation leave. Battalion Chief emergency leave shall be approved by the Deputy Chief.

2. Union Days: Requests for use of union pool days will be accompanied by a general statement sufficient to verify that the pool days are being used for union purposes. The Union will notify the Personnel Deputy Chief for days used to sponsor Fire Department charitable events.

3. HazMat:

a. Firefighters and officers permanently assigned to the HTF shall receive the hazmat stipend, currently at 1%, as long as they are assigned to the HTF, subject to the conditions below.

- b. Firefighters/officers assigned to the HTF who are not certified shall attend and achieve monthly task force training, which shall be memorialized in Form T-1. Each new HTF member shall receive not less than 40 hours of in-house training (monthly task force training) in technician level duties within six months of their assignment to HTF. At the end of six months, the HTF Captain shall report on the new member's completion of 40 hours training and his ability to function as an HTF member. In addition, firefighters/officers assigned to the HTF who are not certified shall sign a letter of intent to undergo and complete hazmat certification training no later than the second available class opening. If the firefighter/officer fails to complete either in-house or certification training as set forth herein, he shall be reassigned and cease to receive the hazmat stipend upon reassignment.
- c. Those on the HTF who do not wish to become certified will be transferred and replaced by someone who does wish to be certified. Those

transferred shall cease receiving hazmat stipend upon reassignment.

d. Permanent drivers may, with the permission of the personnel Deputy Chief, attempt to switch assignments if not interested in becoming a hazmat technician.

e. The maximum number of firefighters who may receive the hazmat stipend shall be increased to 52.

f. Battalion Chiefs shall continue to receive the hazmat stipend as per the TFOA Local No. 206 collective negotiations agreement.

g. All pending grievances on hazmat stipends shall be withdrawn and dismissed.

h. This settlement with respect to hazmat will be deemed retroactive to June 20, 2002. Payment of any hazmat stipends owed will be made within 30 days of final execution of this settlement.

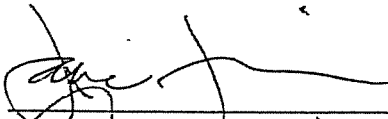
4. All pending grievances, lawsuits, claims, unfair practice charges, litigations and demands for arbitration filed by either FMBA Local No. 6, TFOA Local No. 206, or both, shall be withdrawn and dismissed with prejudice to the extent they pertain to

vacations, demand days, hazmat, minimum manning, and sick leave committee.


5. This Stipulation of Settlement shall not be deemed to constitute an admission by either party with respect to any claim or defense, or with respect to any disputed issue of fact or law, arising between or among the parties with respect to any current, pending or future grievance, lawsuit, claim, unfair practice charge, litigation, or demand for arbitration, and shall be inadmissible as evidence in any such matter, except for actions to enforce the terms hereof.
6. This Stipulation of Settlement shall be interpreted consistent with the law of the State of New Jersey.
7. This Stipulation of Settlement shall take effect immediately upon execution by the parties, except that any provision hereof deemed to be retroactive in effect shall apply retroactively as so stated.

CITY OF TRENTON

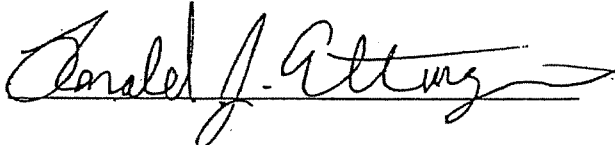
FMBA LOCAL NO. 6



Dennis M. Keenan



Paul Saloner



Donald J. Altman

TFOA LOCAL NO. 206

John J. ...
