

2005

1991 - 1992

AGREEMENT BETWEEN

MAYOR, CITY OF

NEW BRUNSWICK, MIDDLESEX

EMPLOYER

AND

THE FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION

(LOCAL #17)

NEW BRUNSWICK FIRE DEPARTMENT

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AGREEMENT, made this                      day of                      , 1992

by and between the City of New Brunswick, Middlesex County, New Jersey, hereinafter referred to as the "City", and the Fireman's Mutual Benevolent Association (Local #17) of the New Brunswick Fire Department, hereinafter referred to as the "Employee."

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 Fireman's Mutual Benevolent Association of the New Brunswick Fire Department, and to insure sincere bargaining, establish proper standards of salary, working conditions, hours and other conditions of employment; to present the rights and duties of the City and Employees; to provide for the resolving of legitimate grievances all in order that proper service shall be expedited and established in the best interest of the people of the City of New Brunswick and its Employees. The continuous efficiency and excellence of the Fire Department shall be considered foremost at all times by both parties of this Agreement.

ARTICLE II. Regulations

The City recognizes the Fireman's Mutual Benevolent Association of the New Brunswick Fire Department as the exclusive collective bargaining representative for the New Brunswick Fireman's Mutual Benevolent Association, it being agreed that this bargaining unit includes all members of the Fireman's Mutual Benevolent Association of the New Brunswick Fire Department.

ARTICLE III. Duration of Agreement

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

ARTICLE IV. Discrimination

This City and the Employees 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 any application for employment or job or as condition for employment. This City further agrees that it will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the Fireman's Mutual Benevolent Association of the New Brunswick Fire Department, nor will the City encourage membership in any other association or union or do anything to interfere with the exclusive representatives of the City in the appropriate bargaining unit.

ARTICLE V. Sick Time

Section 1. Each member shall receive one and one quarter (1 1/4) sick days per month for a total of fifteen (15) working days per year from the date of employment to the date terminal leave commences. At the City's option, a member may sell back accumulated, unused sick 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. Sick time shall be cumulative and each member shall be paid for one hundred (100%) percent of their accumulated sick time upon retirement in the New Brunswick Fire Department in the following manner:

a. Members will be paid fifty (50%) percent of the accumulated sick time as terminal leave. Terminal leave shall be payable at the members regular bi-weekly rate, which rate shall be equal to the highest base salary attained by that member at the time of termination of employment (including longevity, excluding overtime). Terminal leave payments shall continue until payment has been received for fifty (50%) percent of the accumulated sick time.

b. Members will be paid the remaining fifty (50%) percent of their accumulated sick time in a lump sum payment within thirty (30) days of termination of employment or the nearest pay day thereafter. Payment shall be calculated by dividing the highest base salary attained by that member at the time of termination of employment (including longevity, excluding overtime) by (one hundred eighty-two and one half) 182.5. Said calculation will arrive at a daily rate, which shall then be multiplied times the remaining fifty (50%) percent of accumulated sick time, thus arriving at the amount of the lump sum payable to the member.

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

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

Section 2. The heirs, assigns or designees of a member whose employment is terminated by death and while in good standing shall receive the payments as set forth in Section 1, paragraph (a) to (c) of this Article.

Section 2a. The following conditions shall apply to members hired after 1 November 1990: These members shall be entitled to receive 50% of the member's value of accumulated unused sick leave up to a maximum payment not to exceed \$15,000 per employee which may be taken in a lump sum payment at retirement.

Section 3. Members who receive a disability retirement or a deferred retirement (within the meaning of the Police and Firemen's Retirement System) shall receive payments in accordance with Section 1. paragraphs (a) to (c) of this Article. If an Employee takes a deferred retirement, payments hereunder shall be made on the date that said Employee would have been eligible for retirement had he remained a member of the New Brunswick Fire Department or payments shall be made on the nearest pay day thereafter.

Section 4. After all accrued sick time is taken, members will be granted an extension for illnesses which are not service connected for an additional forty-five (45) days. Time taken after such extension shall be deducted from their salary.

Section 5. Sick days taken in excess of fifteen (15) days per year and after the extension is granted pursuant to Section 4

gin again.

Section 6. Hospital confinement and major illness or injury shall be treated in the following manner:

a. Any member who is confined to a hospital for non-related service injuries, or major illness, for any period up to one year, will not be charged under sick time. Any time over one year will be subject to review and time may or may not be deducted. In the event a conflict arises with respect to a definition of a major illness between the parties, a meeting will be convened between the Business Administrator and members of the bargaining unit for the purpose of arriving at a final determination.

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

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

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

Section 7. Service connected disabilities shall be treated in the following manner:

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

b. Any service connected disability must be verified by fire reports and verified by the City Appointed Physician.

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

Section 8. Any member of the Department who reports for duty and subsequently reports off duty due to illness within four hours from shift start will be charged against sick time only those hours actually not worked. Members who report off sick after this four hour limit will not lose any sick time.

Section 9. Whenever certification of illness is required to be made by the City Appointed Physician under the terms of this Article, said Physician's decision shall be final, unless said decision differs from the opinion of the members private physician. In that event, the employee shall be referred to a third party physician, whose decision shall be final. The cost of a third party physician shall be born by the City.



Section 10. Whenever the City or its designated representative is going to require sick leave verification, the City shall pay the Employee's doctor directly, or reimburse the Employee for the doctor's fee as a result of said verification request.

ARTICLE VI. Bereavement

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

ARTICLE VII. Personal Days

Members shall have five (5) personal days per year to be used for any purpose whatsoever. However, the member should, whenever possible, give the Shift Commander at least one (1) day notice for each block of personal day(s) 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 month of employment or major portion thereof.

Personal days may be taken on December 24, 25, 31 and January 1, on basis of seniority, however, the City shall not have to grant said days if the granting of same would necessitate the payment of overtime.

ARTICLE VIII. Hours of Work and Overtime

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

Overtime: Firemen 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 (3) hours of overtime pay, computed at time and a half.

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

A Fireman has the right to refuse an upgrade in assignment after four (4) days.

If the overtime procedure is abused by the Fireman, 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.

Firefighter-In-Charge: a. A firefighter assigned as a firefighter-in-charge will be compensated at a premium hourly rate established by adding one-half (1/2) of the differential in base salary rate between a firefighter's base salary and a fire captain's base salary to the firefighter's base hourly rate.

b. Assignment of a firefighter as a firefighter-in-charge will be made from a list of firefighters who have passed the 1988 captain's test. If said list is exhausted, invalid or expired, assignments are to be made on a rotational seniority basis from among all firefighters. If a list remains valid and a sufficient number of firefighters are not available, e.g., because of vacation schedules, to fill the firefighter-in-charge assignments, remaining assignments are to be made on a rotational seniority basis. Reasonable effort will be made, among qualified eligible firefighters to equalize firefighters-in-charge opportunities on an annual basis.

ARTICLE IX. Uniform Cleaning Allowance

Section 1. The Employer agrees to pay \$500.00 during 1991 and 1992 to each Fireman as an allowance for the cleaning and maintenance of uniforms during the first pay period of April.

Section 2. Uniform Allowance. Each Fireman shall receive an annual allowance of \$400.00 for 1991 and 1992 for the replacement of clothing and equipment. The uniform allowance shall be paid to the Employee by the City during the first pay period in each December.

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

Section 3. If at any time the City makes any uniform change, the initial cost of requiring each Fireman to change his

uniform shall be borne by the City and shall not be borne out of any part of the Fireman's uniform or cleaning allowance.

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

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

Section 4. Any Fireman who has had his uniform damaged in the line of duty shall have that portion or all of his uniform completely replaced and the costs shall be borne by the City. Any item of personal property, usually carried by the average person, belonging to a Fireman, which is damaged in the line of duty shall be replaced and the costs shall be borne by the City, except that the replacement of a watch or time piece shall be limited to a maximum of fifty (50.00) dollars and eye-glasses or contact lenses shall be limited to a maximum of one hundred (100.00) dollars above replacement costs not covered by insurance for replacement in kind. In no event shall the cost to the City exceed actual replacement cost.

Section 5. There shall be regular inspection of uniforms by designated superiors. It is understood that said inspection

would not take place prior to January 1 of each contract year. In the superior's discretion he determines that a member should replace a uniform or part thereof, the member shall replace same.

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

Increased costs for option plans (like HMO), which are selected by the employee, if authorized by the employer, shall be borne by the employee, if any.

Hospitalization for Retired Members

Section 2. Hospitalization, sickness, insurance and the major medical benefit program shall also be provided for retired members and their dependents at no costs to said retired members, until they reach the age of 65, at which time they can continue such coverage by paying the premium to the City.

Dental Benefits

Section 3. The City shall provide to all full time employees and dependents dental coverage in accordance with the

dental plan selected by the City.

Section 4. The City shall provide to all full time employees a vision care program and co-pay prescription plan. Benefit Schedules shall remain the option of the City.

ARTICLE XI. Pensions

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

ARTICLE XII. Vacations

Yearly vacations will be as follows:

- A. After 1 year: 12 days
- B. After 3 years: 20 days
- C. After 10 years: 24 days
- D. After 14 years: 28 days
- E. After 16 years: 33 days

Vacation choices with respect to available dates shall be on the basis of seniority. No less than three firefighters shall be permitted off on any date unless there are emergency situations.

At the City's option, a member may sell back unused, accumulated 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.

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

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

Injured Personnel. Personnel injured in the line of duty preceding his vacation shall not be penalized and his vacation shall be rescheduled for a period which is mutually agreeable between himself and the Director of Fire.

ARTICLE XIII. Longevity

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

- 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.

During the calendar year 1992, the following schedule shall be as follows:

- A. Upon completion of four (4) years -- 2% of annual base pay.
- B. Upon 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.

It is understood that any discrepancies in computation under this Article shall be resolved and adjusted by the next pay period, within the following pay period of the discovered discrepancy.

ARTICLE XIV. Savings Clause

In the event that any provisions of this agreement shall be finally determined to be in violation of applicable Civil Service Law or Regulation such terms shall not impair the validity and enforceability of the remaining provisions of this agreement.

ARTICLE XV. Holidays

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



receive a pro-rata share up to the commencement date.

ARTICLE XVI, Leave Without Pay

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

ARTICLE XVII, Wages

The members of the Firemen's Mutual Benevolent Association of the New Brunswick Fire Department shall receive across the board salary increases for the calendar years 1991 and 1992 based on the following schedule:

Firemen:

	<u>1991</u>	<u>1992</u>
Step I (1st Year)	\$24,584.00	\$26,059.00
Step II (2nd Year)	\$32,363.00	\$34,304.00
Step III (3rd Year)	\$36,282.00	\$38,458.00
Step IV (4th Year)	\$39,208.00	\$41,560.00
Step V (5th Year)	\$42,196.00	\$44,727.00

The above salary is intended to cover base salary only and to limit longevity stipends, overtime pay, etc. with respect to those employees entitled to same.

ARTICLE XVIII, Grievance Procedure

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

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

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

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

Section 1. A written grievance shall meet the following specifications:

- a. It shall be specific.
- b. It shall contain a synopsis of the facts giving rise to the dispute, controversy or issue.
- c. It shall specify the section of the Contract or Rule or Regulation or Statute or Ordinance which has been allegedly violated, misapplied or as to which the dispute arises.

d. It shall state the relief requested.

e. It shall contain the date of the alleged dispute, controversy or issue.

f. It shall be signed by the grievant.

Section 2. Times as indicated exclude Saturday, Sunday and legal holidays, except where calendar days are indicated.

Section 3. Step Procedures:

Step One: Within twenty (20) calendar days after its occurrence, or within twenty (20) calendar days after he knew or should have known of its existence, the aggrieved employee shall be discussed verbally and if resolved, no further action shall be taken. If not resolved on an informal discussion basis within three (3) working days, the grievance shall be reduced to writing within seven (7) calendar days, signed by the aggrieved and submitted to the Captain at Step One. In no event shall a grievance be initiated more than thirty (30) calendar days after its occurrence or more than thirty (30) calendar days after the grievant first knew or should have known of its existence. The Captain shall investigate the grievance and provide a written answer to the grievant within seven (7) calendar days of the date of submission. The time limit in preparing a written grievance or written response may be waived by mutual agreement.

Step Two: In the event the grievance is not resolved at Step One, or if no written response is received by the grievant, then the grievance shall be submitted in writing, by the grievant, to the Fire Director, with a copy to the City Administrator. The Fire Director shall submit his written answer, to

the grievant, within seven (7) calendar days. This time limit may be waived by mutual agreement.

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

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

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

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

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

Section 4. Arbitration

a. Arbitration requests shall be directed to the Public Employee Relations<sup>7</sup> Commission subject to the rules then existing of such agency. The aggrieved party shall copy the other party on its request. The request shall specify the particular of the grievance and the Contract provision(s) allegedly violated.

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

Relations Commission.

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

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

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

f. The Fireman's Mutual Benevolent Association may not withdraw any notice of its desire to arbitrate or otherwise discontinue arbitration proceedings except with prejudice, unless the City shall consent that such withdrawal or discontinuance is without prejudice.

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

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

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

#### ARTICLE XIX. Standard and Benefits

Section 1. The City hereby agrees that all benefits and conditions of employment including but not limited to holidays, clothing allowance, and general working conditions presently in effect for the employees covered hereunder, be maintained and the 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 Fireman's Mutual Benevolent Association



and the City, for the benefit of its employees wishing to and authorizing the City in writing to withhold money from their paycheck on a bi-weekly basis, and to place said 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 agree 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 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 Employees 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 and 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. Further, the City understands and agreed that new rules or modifications of existing rules governing working conditions must be negotiated with the FMBA and may not be unilaterally established.

E. 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 or assist in any proceeding, including but not limited to criminal and civil cases, administrative hearings, disciplinary hearings and so forth, that he investigated or was involved in prior to termination of his services, shall be compensated for such appearances by a day's pay at the present prevailing rate at the same compensation as paid to the Employees in the rank he held immediately prior to his termination exclusive of overtime. Employees who are required to appear for such appearances shall also be compensated for travelling expenses.

ARTICLE XXII. Personnel Files

There shall be one New Brunswick Fire Department employee

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

ARTICLE XXIII. Employee Representation

The Fireman's Mutual Benevolent 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 Fireman's Mutual Benevolent 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 Fireman's Mutual Benevolent Association representation matters by notifying the head of the Fire Department.

ARTICLE XXIV. Management Rights

There are no provisions in this Agreement that shall be deemed to limit or curtail the City in any way in the exercise of the rights, powers and authority which the City had prior to the effective date of this Contract unless and only to the extent that provisions of this Agreement curtail or limit such rights,

powers and authority. The Fireman's Mutual Benevolent Association recognizes that the City's rights, power and authority include, but are not limited to:

- a. The right to manage its operation;
- b. Direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge or lay-off. These rights, however, shall be exercised reasonably, in accordance with this Agreement and for good cause.
- c. The right to make all plans and decisions on matters involving its operation;
- d. The extent to which any Department thereof shall be operated, the conditions thereto and replacements curtailments or transfers thereof;
- e. Removal of equipment;
- f. Outside purchase of products or services;
- g. The scheduling of operations;
- h. Means and processes of operations;
- i. Materials to be used and the right to introduce new and improved methods and facilities and to change existing methods and facilities;
- j. To maintain discipline and efficiency of employees and to prescribe rules to that effect;
- k. To establish and change standards of performance;
- l. Determine qualifications of employees;
- m. Regulate quality and quantity of performance;

n. To run a Department efficiently.

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

The Fireman's Mutual Benevolent Association and its members shall have the right to grieve, under this Agreement, the unreasonable and/or arbitrary exercise of any of the foregoing management rights of the City.

ARTICLE XXV Fireman's Mutual Benevolent Association  
Business Leave

Section 1. Negotiations: The members of the Fireman's Mutual Benevolent Association negotiating committee shall be granted leave from duty with full pay for all meetings between the City and the Fireman's Mutual Benevolent 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 Fireman's Mutual Benevolent Grievance Committee shall be granted leave from

duty with full pay for all meetings between the City and the Fireman's Mutual Benevolent Association for the purpose of processing grievance, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 3. The Fireman's Mutual Benevolent Association President or Executive Delegate shall be granted leave from duty with full pay for all State and regional meetings of the Fireman's Mutual Benevolent Association when such meetings take place at a time when such officer is scheduled to be on duty, provide that said President or Executive Delegate gives reasonable notice to the Director of the Fire Department.

ARTICLE XXVI. Check-off

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

b. Any employee in the bargaining unit who does not join the Fireman's Mutual Benevolent Association within thirty (30) days from the date of execution of this Agreement, or any new employee who does not join the Fireman's Mutual Benevolent 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 Fireman's Mutual Benevolent Association

within ten (10) days of reentry into employment within the unit, shall pay a representation fee in lieu of dues to the Fireman's Mutual Benevolent Association by payroll deduction. The representation fee shall be in an amount to no more than Eighty-five (85%) percent of the regular Fireman's Mutual Benevolent Association membership dues, fees, and assessments as certified to the City by the Fireman's Mutual Benevolent Association. The Fireman's Mutual Benevolent 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 Fireman's Mutual Benevolent Association membership dues, fees and assessments. 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. In order for this provision to become effective, the Fireman's Mutual Benevolent 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 Fireman's Mutual Benevolent Association shall comply with Chapter 477, Public Laws of 1979, in all respects.

ARTICLE XXVII. Miscellaneous

Section 1. It is hereby agreed and understood that the primary occupation of the employee under this agreement is that of fireman. In connection with the duties of fireman, 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 Director of the Fire Department on a reverse seniority basis.

Section 2. The parties agreed that no fireman shall utilize the sleeping quarters between the hours of 6:30 a.m. and 9:30 p.m. except in case of illness or emergency.

Section 3. In the event of retirement or death, the employee or his estate shall receive his vacation and holiday pay accumulated as of that date. The employee's vacation pay shall be in the same amount had he worked his standard schedule as presently computed.

Section 4. 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 City.

Section 5. A. Any employee who is ordered to active duty to be 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 Director may, however, reschedule an employee's hours and days of work in order to enable the employee to attend drills and still fulfill all employment responsibilities without need for additional time off.

Section 6. Mutual Aid. The City agrees that when mutual aid is required it will first recall to duty fifteen (15) New Brunswick firefighters. In the event that time does not permit the calling of New Brunswick firefighters first, Mutual Aid will then be called in until such time as the New Brunswick firefighters can be recalled to duty.

Section 7. For 1991 and 1992 - \$800.00 differential shall be established between a firefighter with driving responsibilities and one without same.

Section 8. Employees who have duplicate health coverage may opt to waive their rights to insurance coverage, however, in those instances the City agrees to reimburse the employee 50% of the premium costs per year. The foregoing waiver option shall not apply if both the bargaining unit employee and the employee's spouse are covered by the City's self-insurance program as City employees, and the first of the two spouses leaves the program. It is

understood and agreed that an employee may opt to re-enroll in the insurance plans available by the City at a mutually agreeable date with additional language also to be mutually developed effectuating said re-enrollment.

Section 9. The City agrees to provide the FMBA with exclusive use of a room with available storage facilities and meeting facilities to accommodate fifty percent (50%) of membership capacity.

Section 10. Fire Procedures and Equipment Committee. There shall be a standing committee consisting of the Director of Fire, the City Administrator, the FMBA President, the FMBA State Delegate, and the one other authorized representative of the Local for the purpose of discussing any matter or material or idea relevant and helpful to the harmony and efficiency of the Fire Department.

Section 11. A copy of all notices regarding Fire Department business shall be sent to the FMBA President at least one week prior to posting or disseminating to all employees.

Section 12. No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any occupational advantage, or given an adverse evaluation of his services without just cause. Any such action, asserted by a supervisor, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth if recourse is not provided for under Civil Service Rules and Regulations.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals, on this 16<sup>th</sup> day of MARCH 1992 1992.

ATTEST:

THE CITY OF NEW BRUNSWICK

Patricia Tagliacante  
City Clerk *Deputy*

James M. Cahill  
JAMES M. CAHILL, Mayor

WITNESSED:

FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 17

James J. DiLorenzo

Clayton R. Smith III

SIDE BAR AGREEMENT  
BETWEEN THE CITY OF NEW BRUNSWICK AND  
FMBA LOCAL 17

The following shall serve as an agreed clarification to the meaning of Article XV Holidays.

HOLIDAY PAY

Any fire fighter represented by the Association who is in a non-fire suppression line position and who is scheduled to work between 260 and 262 days per year and generally works a Monday through Friday, 40 hours per week schedule shall receive holiday pay as provided for in Article XV of the contract. All holidays that occur on scheduled work days and are taken off shall be charged against vacation or personal leave. Under no circumstances shall any non-fire suppression line fire fighter receive both the holiday as leave and be paid holiday pay. This procedure will be operative for the year 1990.

At the discretion of non-fire suppression line fire fighter, he/she is permitted to work at least five(5) holidays per year, so long as the immediate superior and department director approve of the holiday(s) to be worked.

FMBA, LOCAL 17:

Joseph J. Berger Sr.  
PRESIDENT

Robert D. DiManno  
SECRETARY

6-10-90  
DATE

CITY OF NEW BRUNSWICK

[Signature]  
CITY ADMINISTRATOR

[Signature]  
PERSONNEL MANAGER

[Signature]  
DIRECTOR OF FIRE

11 June 1990  
DATE