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AGREEMENT BETWEEN THE CITY OF BRIDGETON

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL NO. 4822

July-1-2011 TO June-30-2015

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THIS AGREEMENT entered into this 22nd day of March, 2012, by and between the CITY OF BRIDGETON, in the County of Cumberland, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "EMPLOYER", or The "CITY", and INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 4822, also known as the Bridgeton Professional Firefighters Association, Inc., hereinafter referred to as the "Local."

ARTICLE I PURPOSE AND INTENT

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

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

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

ARTICLE II RECOGNITION OF LOCAL

Pursuant to and in accordance with all applicable provisions of Chapter 303 of the Laws of 1968 (N.J.S.A. 34:13A-5.1 et seq.), the employer does hereby recognize the Local as the sole and exclusive representative of all regularly employed paid firefighters employed by the City of Bridgeton except that this representation shall not extend to paid superior fire officers.

ARTICLE III DEFINITIONS

| | |
|---------------------|--|
| City | City of Bridgeton, in the County of Cumberland, a Municipal Corporation of the State of New Jersey |
| Department | The Department of Fire as defined in the Code of the City of Bridgeton or any successor ordinance or organization in the City of Bridgeton providing fire suppression, EMS and fire inspection services. |
| Fire Chief | Designated head of the Fire Department |
| Firefighter | Any employee covered under this agreement (Same as "Employee") |
| Fire Officer | Supervisory employee (Superior Officer) working in the Department of Fire as defined by N.J.S.A. 34:13A-1 et seq. and that are not covered under this agreement |
| Employee | Any employee covered under this agreement (Same as "Firefighter") |

| | |
|----------------|--|
| Local | International Association of Firefighters Local 4822, also known as the Bridgeton Professional Firefighters Association, Inc. |
| Platoon | The combination of firefighters and fire officers assigned to a specific shift |
| Shift | The designated work group (i.e. "A" Shift, "B" Shift, "C" Shift, etc.) that firefighters and fire officers are scheduled to work |
| Tour | One tour shall comprise a 24 hour work period |

**ARTICLE IV
MANAGEMENT RIGHTS AND RESPONSIBILITIES**

It is recognized that the management of the Department of Fire, the control of properties and the maintenance of order and efficiency is solely a responsibility of the City. Accordingly, the City retains the rights, including but not limited to hire, suspend, or discharge for just cause, assign, promote or transfer to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repairs, amount of supervision necessary, machinery and tool equipment, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

**ARTICLE V
MEMBERSHIP, DUES DEDUCTION AND REPRESENTATION IN LIEU OF DUES**

Membership

Neither membership in the Local nor non-membership shall be a condition of employment or continued employment. The Local agrees that there shall be no discrimination, intimidation, restraint or coercion by its officers, agents, or members against any employee who refuses or fails to join the Local. The Local shall indemnify and save the City harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken.

Dues Deduction

The Employer agrees to deduct from the wages of any employee covered by this agreement, all union membership dues and initiation fees or agency fees uniformly required, if any, as provided in a written authorization form used by the Employer herein, provided that the said form shall be executed by the employee. Written authorization for union dues or agency fees deduction shall remain in full force and effect during the period of this contract, but union fees may be withdrawn at any time by the filing of notice of such withdrawals with the Comptroller of the Employer, or other proper disbursing officer. The filing of this notice of withdrawal shall be effective to halt deductions as of January 1st or July 1st next

succeeding date on which notice of withdrawal is filed. The Employer agrees to provide this service without charge to the union.

Representation in Lieu of Dues

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

ARTICLE VI UNION REPRESENTATION

The Local President or designee shall be permitted time, with the permission of the Appropriate Authority or Fire Chief, or his duly authorized representative, during regular working hours for the purpose of investigating or processing grievances.

ARTICLE VII BULLETIN BOARD

The City shall provide a space at least three feet by five feet for bulletin boards to be used by the Local in the firehouse at convenient locations accessible to employees.

The City shall provide a space for the Local to maintain a filing cabinet at convenient locations accessible to employees. The cabinet shall be allowed to be locked by the Local.

The Local shall be permitted to use the firehouse as a meeting place for union business.

ARTICLE VIII SENIORITY LIST

The City shall establish a Seniority List on an annual basis employing Civil Service regulations to determine seniority via date of hire or date of appointment. As long as it does not conflict with Civil Service regulations, date of hire for transferred employees shall be the date of employment within the Fire Department of the City of Bridgeton. The Seniority List shall be displayed in an area viewable at all times by employees.

ARTICLE IX VACATIONS

Vacation Period

Vacations will, insofar as possible, be granted at the time most desired by employees according to their seniority per shift. No more than one (1) employee may be on vacation at the same time unless the Department Head is satisfied that he has sufficient personnel to operate efficiently. Firefighters shall

submit a vacation schedule no later than March 1st to achieve the preceding. The Fire Chief, at his sole discretion, may schedule any vacation time for firefighters that has not been scheduled by March 1st. An employee may divide his vacation tours into twelve (12) hour segments. Additionally, a firefighter may divide their vacation tours into four (4) hour segments provided the time is used to attend college classes that are directly related to a college degree in Fire Science. This is limited to one (1) class per calendar year.

Eligibility

Employees shall receive the following paid vacations based upon their period of employment:

90 days to end of 1 year – One (1) tour for every three (3) months of employment retroactive to the date of hire.

2 years to end of 5 years – Six (6) tours

6 years to end of 10 years – Seven (7) tours

11 years to end of 15 years – Eight (8) tours

16 years to end of career – Eleven (11) tours

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

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

When mutually acceptable to the Employer and an employee, the Employer may buy back the lump sum of twenty-four hours of accrued vacation leave at said employee's rate of pay. This sell back by the employee may be exercised one time during the calendar year. Neither the Employer nor any employee requires the other to exercise this option.

ARTICLE X PERSONAL TOUR

Employees will receive two (2) PERSONAL DAYS, each year, which will insofar as possible be granted at time most desired by employees according to their seniority. No more than one employee may take a personal day at the same time unless the Department Head is satisfied that he has sufficient personnel to operate efficiently. Employees will give notice of taking personal day at least 48 hours in advance and shall be taken only with approval by the department head.

A new employee hired between January 1 and March 31st shall be entitled to 1 ½ personal tours. A new employee hired between April 1st and June 30th shall be entitled to 1 personal tour. A new employee hired between July 1st and September 30th shall be entitled to ½ personal tour. A new employee hired October 1st or later is not entitled to any personal tour in that calendar year.

Personal Days may not be carried from year to year. At the employee's option, personal tours can be divided into twelve (12) hour segments.

**ARTICLE XI
LEAVE OF ABSENCE**

A permanent full-time employee who has worked for the City for a minimum of twelve (12) consecutive months may request leave without pay for a period not exceeding three (3) months during a fiscal year for specific personal reasons, or other reasons deemed in the best interest of the City. Applications for leave without pay must be submitted in advance, in writing, to the employee's Department Head, stating the employee's reason for requesting such leave and containing a statement that they intend to return to the City's service after expiration of such leave. The leave request must be recommended by the Department Head and Business Administrator and approved by the Mayor. A leave of absence without pay shall not be considered for approval if the employee has paid leave available to utilize.

Any leave of absence without pay granted in this Article shall be in accordance with the Federal Family Medical Leave Act (FMLA) and/or the Family Leave Act (FLA) and shall not be in addition to those regulations.

Maternity Leave

A leave of absence without pay not exceeding three (3) months shall be granted for maternity leave purposes.

Upon written request and certification from the employee's physician that additional time is needed, the City, in its sole discretion, may extend maternity leave beyond three (3) months.

During the period of a leave of absence without pay, an employee shall not continue to accrue seniority, but shall not lose any seniority already accrued. An employee shall not accrue vacation, sick or personal time during the leave of absence without pay.

**ARTICLE XII
LIFE INSURANCE**

The City shall maintain a term life insurance police of \$4,000 for each firefighter.

**ARTICLE XIII
FUNERAL LEAVE**

Employees within the Bargaining Unit shall be entitled to a bereavement leave of absence with pay due to a death of a member of said employee's immediate family or household as follows:

TWO TOURS LEAVE

Spouse
Parent

ONE TOUR LEAVE

Uncle
Aunt

Child
Sibling
Grandchild
Grand Parent
Step Child
Significant Other*
Mother-In-Law
Father-In-Law

Niece
Nephew
Brother-In-Law
Sister-In-Law
Son-In-Law
Daughter-In-Law

* Significant Other: shall be defined as a person with whom the employee lived as a spouse or shared a domicile such as a life partner. It does not include roommates, friend or persons with whom the subject had other than a committed relationship and active relationship. Any employee who has been actively divorced for over 364 days may only use one (1) day of leave for funeral leave of that significant other.

ARTICLE XIV VETERANS

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

ARTICLE XV HEALTH BENEFITS

The City shall provide the following health benefits for all permanent employees and their dependents, beginning on the first day of the third month after two (2) months of active employment:

A. Hospitalization, Major Medical, and Health Maintenance Organization coverage through the New Jersey State Health Benefits Plan (NJSHBP), as it exists or as modified by the State Health Benefit Program (or any other substantially similar health benefit plan), including any changes in co-pays or deductibles that may be implemented by the New Jersey State Health Benefits Program, for all employees and eligible dependents covered by this agreement. The City agrees to pay the cost of the NJSHBP Plan selected by employees.

B. The City retains the right, at its option, to change any of the existing insurance plans or carriers providing such benefits, so long as the level of benefits provided to the employees and their eligible dependants is substantially similar. The City further reserves the right, at its option, to self-insure any of said plans and coverages so long as the level of benefits provided to the employees and their eligible dependents is substantially similar.

C. Employees shall contribute to the costs of Health Benefits Insurance Plan coverage in accordance with P.L. 2011, chapter 78.

D. The Employer agrees to provide a prescription plan for the employees their spouses and/or eligible dependents. Currently, a Prescription Plan is provided through the New Jersey State Health Benefits Plan.

Co-pays for generic prescriptions are currently Five Dollars (\$5.00) and Ten Dollars (\$10.00) for brand name prescriptions (per current State Health Benefit rates) and are subject to future additional changes to reflect the then applicable State Health Benefit Plan Prescription co-pays.

In the event the City no longer provides prescription coverage under the State Health Benefits Plan, then in such event the co payment for Prescription Plan shall be \$10.00 for mail in prescriptions, \$15.00 for generic drugs and \$25.00 for brand name drugs. Reduced cost for prescriptions shall be available through a mail order system.

The City retains the right, at its option, to change the Prescription Plan provider so long as the level of benefits provided to the employees and their eligible dependents is substantially similar.

E. Medical Coverage After Retirement

IAFF Local 4822 Bridgeton Professional Firefighters Association, Inc., agree that health and prescription benefits after retirement with 25 years or more will fall under Public Law Chapter #330, which was signed into legislation in 1998. This provides contributory managed health care benefits for members of the Local.

ARTICLE XVI DENTAL PLAN

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

ARTICLE XVII ABSENCE WITHOUT LEAVE

An absence of any employee from duty, including any absence for a single tour or part of a tour that is not authorized by a specified grant of leave of absence shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject for disciplinary action. In the absence of such disciplinary action, any employee who absents himself for three (3) consecutive tours without leave shall be deemed to have terminated his employment. Such action may be reconciled by a subsequent grant of leave at the option of the Department Head and approved by the Business Administrator.

ARTICLE XVIII INTERFERENCE WITH WORK

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

**ARTICLE XIX
WORK ASSIGNMENTS**

Employees shall perform any reasonable work assignments made by supervisors, so long as they suffer no reduction in their rate of pay and the assignments are in their job description as described by the State Department of Personnel.

A firefighter assigned for three (3) consecutive tours as an acting officer by the Fire Chief shall be paid commensurate with that particular assignment for the time assigned. The City agrees to assign as acting officer the most senior firefighter on the shift who is on the current promotion list. If a current promotional listed firefighter is not available then the senior firefighter on the shift will be assigned as the acting officer.

**ARTICLE XX
SHIFT ASSIGNMENT**

A. Firefighters shall work 24 hours on duty followed by 48 hours off duty. The 24 hour period of work shall be referred to as one tour. This schedule reflects the 19-day work schedule as defined by Article 23 [Overtime Pay] that abides by section 207(k) of the Fair Labor Standards Act. Firefighters shall begin their tour at 0730 hours and end at 0730 hours the following day (Deviation may be made by the Fire Chief to meet Departmental requirements.)

B. Firefighters shall each be assigned to a shift. Fifteen (15) days notice shall normally be given before a firefighter is moved from one shift to another except in the case that an injury or illness requires the shift change then six (6) days notice shall be given. The notice time may be reduced when it is mutually agreed upon between the City, the Local and the firefighter. Probationary firefighters shall not need notice.

C. Exchange of Duty - Exchange of duty between firefighters shall be done in accordance with the Fair Labor Standards Act.

**ARTICLE XXI
WAGES**

Effective with the signing of this contract, there shall be a two-tier pay plan: Tier One shall apply to those employees hired prior to July 1, 2011; Tier Two shall apply to those employees hired on or after July 1, 2011. (see attached)

Across the board increases and guide movement:

FY 2011: Add agreed longevity and uniform allowance payments in to base pay, effective upon signing contract. Zero increase to guide and no step movement for FY 2011.

FY 2012: Effective July 1, 2012 the top step only of the Tier One guide shall be increased by 1.5%. Employees at max will receive a 1.5% increase. Effective July 1, 2012, each employee on the Tier One guide moves one step on the wage guide. Employees on the Tier Two guide shall not advance on the salary guide or receive a pay increase in FY 2012.

FY 2013: Effective July 1, 2013 the top step only on the Tier One guide shall be increased by 1.5%. Employees at max will receive a 1.5% increase. Effective July 1, 2013, each employee on the Tier One and the Tier Two guides move one step on the wage guide.

FY 2014: Effective July 1, 2014 the top step only on the Tier One guide shall be increased by 2.0%. Employees at max will receive a 2.0% increase. Effective July 1, 2014, each employee on the Tier One and the Tier Two guides will move one step on the wage guide.

Anniversary Dates: Effective with the signing of this contract, step guide movement, if applicable, will occur on July 1 of any given year rather than the employee's anniversary date.

Members serving in capacity of Certified Fire Inspector shall receive \$2,000 annually, paid in installments in their bi-weekly paycheck and it shall be pensionable.

**ARTICLE XXII
OVERTIME PAY**

Employees shall be paid based on an average 19-day work period as established by 7 (k) exemption Department of Labor comprised of 144 hours. Hourly rate shall be determined by dividing annual salary by 2912 hours, then the overtime rate shall be determined as time and one-half that rate. Any employee working more than their regularly scheduled hours during any work period, shall be compensated at time and one half for all hours on duty in any work period which exceeds 144 hours. The 19-day work schedule is established as follows:

| | | | | | | | | | | | | | | | | | | | |
|------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|
| Day: | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| | X | O | O | X | O | O | X | O | O | X | O | O | X | O | O | X | O | O | X |

The 19th day of an employee's schedule is compensable only if the employee has not utilized sick, vacation, personal, comp, or other valid absence(s) prior to the 19th day. A tour of duty shall be comprised of 24 hours.

Firefighters covered by this agreement shall be given the first opportunity for overtime in non-supervisory positions.

The parties agree that compensatory time may be utilized in lieu of paid overtime on a mutually agreed to case by case basis, but shall be calculated at time and one half. Fair Labor Standards Act rules shall apply.

**ARTICLE XXIII
LONGEVITY CLAUSE**

Longevity has been deleted.

**ARTICLE XXIV
STANDBY CLAUSE**

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

**ARTICLE XXV
RETURN TO DUTY CLAUSE**

If any employee is called to return to duty after having physically completed their work shift and vacated the premises of their place of employment, then said employee shall be guaranteed a minimum of two (2) hours of pay for said return to duty.

Management shall retain the right to establish time/mileage/distance parameters for off-duty employees who may respond to emergencies, as well as establish appropriate eligibility criteria for those who may respond. Management shall also retain the right to determine criteria for callback response.

Only in the case of initial alarm assignments, if any employee is called to return to duty after having physically completed their work shift and vacated the premises of their place of employment, then said employee should be guaranteed a minimum of one-half (1/2) hour of pay for said return to duty up until the one-half (1/2) hour is exceeded. Once the one-half (1/2) hour of duty is exceeded said employee will be compensated for time worked at the appropriate overtime rate. This shall be the only exception to Article 25, Return to Duty Clause, paragraph 1, and only applies to the first dispatch of an emergency call by the Cumberland County 911 Communications Center. If all off-duty firefighters are recalled the assignment, all firefighters shall be compensated according to Article 25, paragraph 1.

**ARTICLE XXVI
STATE CONVENTIONS AND DISTRICT MEETING AND SCHOOLING**

A leave of absence with pay shall be given to the President and State Delegate of IAFF, to attend the State and/or National Convention of the IAFF. Such leave of absence shall be limited to two (2) tours. Costs for transportation and lodging shall be the responsibility of the IAFF.

A delegate may attend the District Meetings, State Convention or the State Executive Committee meetings and that delegate shall return to work upon completion of said meeting. A leave of absence with pay shall be provided for one delegate to attend listed meetings.

Employees may attend training and schools as required to maintain certification as an Emergency Medical Technician and Fire Inspector/Fire Instructor. If training is held during the normal hours of employment of the employee, the employee shall receive normal pay as if the employee were on the job. If required sessions are held during normal off hours of employment of the employee, the employee shall be given the option of overtime or compensation time.

**ARTICLE XXVII
SEVERANCE PAY**

It is stipulated and agreed that employees who retire having accumulated sick days and/or tours, shall be compensated up to \$15,000. If a firefighter shall die in the line of duty during the term of employment, the City shall pay severance pay as provided in this paragraph. The severance pay shall be computed and paid within two years of the date of death to the beneficiary predeceased the employee, to the employee's estate.

**ARTICLE XXVIII
SICK LEAVE**

Employees shall receive as sick leave, seven (7) tours of duty per year. Said tours do not have to be utilized during the calendar year, but may accumulate thereafter. During the first year of an employee's employment, said sick leave shall be given pro rate one tour, twelve hours for every three months of employment up to December 31 of that calendar year.

SICK LEAVE SHALL BE CALCULATED AS FOLLOWS:

| | |
|-------------------|----------|
| 1 – 12 hours | = ½ tour |
| 13 and over hours | = 1 tour |

**ARTICLE XXIX
DONATED LEAVE PROGRAM**

Donated sick leave program shall be in accordance with the City of Bridgeton Personnel Manual effective as of the date of signing of this agreement.

**ARTICLE XXX
COLLEGE CREDITS**

Firefighters shall receive pay for an Associate Degree or a Bachelor Degree in Fire Science. Firefighters who have credits equal to or greater than 60 but do not have an Associate Degree will be eligible for the Associate Degree pay if 50% or greater of those credits are in Fire Science. Compensation for an Associate and Bachelor Degree is incorporated in the wage scale.

**ARTICLE XXXI
PERSONNEL REGULATIONS**

It is understood and agreed that the City Personnel Regulations and the Fire Department Rules and Regulations and Fire Department Standard Operating Guidelines adopted by the City of Bridgeton, as applicable, shall apply in all cases and for all matters not covered by this Agreement.

**ARTICLE XXXII
NEW JERSEY DEPARTMENT OF PERSONNEL**

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

**ARTICLE XXXIII
NEW JERSEY STATUTES RELATING TO FIRE**

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

**ARTICLE XXXIV
OTHER EMPLOYMENT**

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

**ARTICLE XXXV
PRESENTING A GRIEVANCE**

Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment of firefighters as outlined in this agreement.

Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate representative of the Employer provided however that the Employer furnishes the Local with written notice of same in the event of a resolution.

Definition

The term "grievance" as used herein means any dispute or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, or the appeal of a minor disciplinary matter only and may be raised by the Local on behalf of an individual employee or group of employees or the Employer.

Steps to the Grievance Procedure

The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual

consent of the aggrieved party and the Employer's representative and the waiver of any step acts only as a waiver of the individual step.

STEP ONE

The Local on behalf of the aggrieved employee or employees, or the City, shall institute action under the provisions hereof within ten (10) calendar days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the Local and the Fire Chief, for resolving the matter informally. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

The Fire Chief shall render a written decision within ten (10) calendar days after the receipt of the grievance and serve a copy of said decision to the Local and the Mayor.

STEP TWO

In the event the grievance has not been resolved in or at Step One, the Local shall, in writing and signed, file the grievance with the Business Administrator within five (5) calendar days following the determination of Step One. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this Contract violated, and the remedy requested by the grievant.

The Business Administrator shall render a written decision within fifteen (15) calendar days from receipt of the grievance.

STEP THREE

In the event the grievance has not been resolved in or at Step Two, the Local may, in writing and signed, request a hearing before the Mayor and the Business Administrator, within five (5) calendar days following the determination at Step Two.

The Mayor and the Business Administrator shall render a written decision within fifteen (15) calendar days from receipt of the grievance.

STEP FOUR

In the event the grievance has not been resolved in or at Step Three the matter may be referred to arbitration as hereinafter provided

ARBITRATION

In the event that the Employer or the Local desires to submit a grievance to arbitration, the following procedure shall be followed:

1. The party demanding arbitration shall serve written notice of its intention to arbitrate on the other Party(ies) within ten (10) working days following receipt of the Mayor and Business Administrator's determination.
2. The party demanding arbitration shall file a request of arbitration with the New Jersey Public Employees Relations Commission. Such arbitration shall be conducted in accordance with the Rules and Regulations of said Commission.
3. The costs of the services of the arbitrator shall be borne equally by the Employer and the Local.
4. The decision of the arbitrator shall be in writing.
5. The decision of the arbitrator shall be the final administrative step of the Employer and the Local.

Miscellaneous

1. A failure to respond at any Step in this procedure by the Employer or its agents shall be deemed a negative response and upon the termination of the applicable time limits the grievant may proceed to the next step.
2. Unless extended by mutual agreement in writing, the failure of the employee to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last City answer.
3. Employees shall have an election as to whether they shall pursue remedies under Civil Service or under the grievance procedure set forth herein.
4. Action beyond Step One of the grievance procedure shall constitute an election to pursue remedies under the Contract.
5. Action in the form of an appeal to the Civil Service Commission shall constitute an election to pursue remedies under Civil Service.
6. Employees covered by this Agreement shall have the right to process their own grievance without representation.
7. Upon prior notice to and authorization of the Fire Chief, the Local President or designee shall be permitted as members of the Grievance Committee to confer with employees and the City specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided, the conduct of such business does not diminish the effectiveness of the City of Bridgeton or requires the recall of off-duty employees

**ARTICLE XXXVI
CLOTHING ALLOWANCE AND MAINTENANCE**

The City will provide by June 1 of each year the following:

- 2 Summer Uniforms
- 2 Winter Uniforms
- 1 Pair of Shoes – Up to \$150.00

Clothing Maintenance:

Clothing Maintenance has been incorporated in the wage scale.

**ARTICLE XXXVII
BREACH OF CONTRACT EFFECT**

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

**ARTICLE XXXVIII
SAVINGS CLAUSE**

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

**ARTICLE XXXIX
RATIFICATION BY LOCAL AND EMPLOYEES**

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

**ARTICLE XL
EMBODIMENT OF AGREEMENT**

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

**ARTICLE XLI
WRITTEN AGREEMENT**

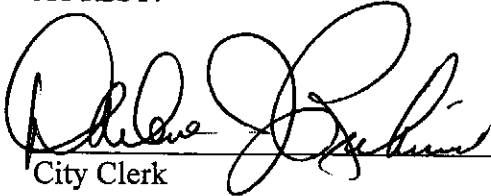
A written agreement signed by all parties shall be completed within ninety (90) days after approval of the budget. One hundred fifty (150) days prior to the expiration date of this Agreement, the parties shall meet to discuss and negotiate regarding the terms and conditions of a new Agreement or the extension of this Agreement, provided that should the Public Employees Relations Commission fix another time to commence negotiations, the rules of the Public Employees Relations Commission shall apply.

**ARTICLE XLII
TERM OF AGREEMENT**

This Agreement shall be in effect until June 30, 2015 and thereafter until modified.

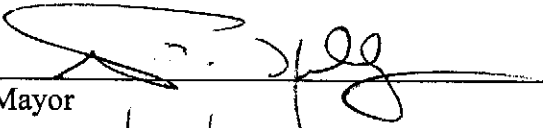
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed on the day and year first above written.

ATTEST:



City Clerk

THE CITY OF BRIDGETON IN THE
COUNTY OF CUMBERLAND



Mayor
3/28/12

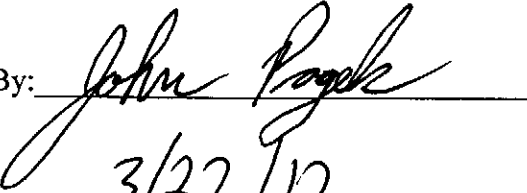
Date

ATTEST:



George A. Robertson Jr.

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 4822
BRIDGETON PROFESIONAL
FIREFIGHTER'S ASSOCIATION.

By: 

3/22/12

Date

TIER ONE

HIRE BEFORE 7/1/2011

| | Place | Current | sign | 7/1/2012 | 7/1/2013 | 7/1/2014 |
|---|-------|---------|-------|----------|----------|----------|
| 1 | 2 | 61453 | 63378 | 63378 | 63378 | 63378 |
| 2 | | 63433 | 65358 | 65358 | 65358 | 65358 |
| 3 | 1 | 65399 | 67574 | 67574 | 67574 | 67574 |
| 4 | 6 | 67935 | 70110 | 70110 | 70110 | 70110 |
| 5 | 3 | 69973 | 72148 | 72148 | 72148 | 72148 |
| 6 | | 71023 | 73198 | 73198 | 73198 | 73198 |
| 7 | | 72088 | 74413 | 74413 | 74413 | 75901 |

Associate Degree

| | sign | 7/1/2012 | 7/1/2013 | 7/1/2014 |
|---|-------|----------|----------|----------|
| 1 | 64378 | 64378 | 64378 | 64378 |
| 2 | 66358 | 66358 | 66358 | 66358 |
| 3 | 68574 | 68574 | 68574 | 68574 |
| 4 | 71110 | 71110 | 71110 | 71110 |
| 5 | 73148 | 73148 | 73148 | 73148 |
| 6 | 74198 | 74198 | 74198 | 74198 |
| 7 | 75413 | 75413 | 75413 | 76901 |

Bachelor Degree

| | sign | 7/1/2012 | 7/1/2013 | 7/1/2014 |
|---|-------|----------|----------|----------|
| 1 | 65378 | 65378 | 65378 | 65378 |
| 2 | 67358 | 67358 | 67358 | 67358 |
| 3 | 69574 | 69574 | 69574 | 69574 |
| 4 | 72110 | 72110 | 72110 | 72110 |
| 5 | 74148 | 74148 | 74148 | 74148 |
| 6 | 75198 | 75198 | 75198 | 75198 |
| 7 | 76413 | 76413 | 76413 | 77901 |

TIER TWO

Hire 7/1/2011 or later

| | sign | 7/1/2012 | 7/1/2013 | 7/1/2014 |
|----|-------|----------|----------|----------|
| 1 | 41636 | 41636 | 41636 | 41636 |
| 2 | 43816 | 43816 | 43816 | 43816 |
| 3 | 46652 | 46652 | 46652 | 46652 |
| 4 | 48175 | 48175 | 48175 | 48175 |
| 5 | 50355 | 50355 | 50355 | 50355 |
| 6 | 51668 | 51668 | 51668 | 51668 |
| 7 | 54714 | 54714 | 54714 | 54714 |
| 8 | 57511 | 57511 | 57511 | 57511 |
| 9 | 59074 | 59074 | 59074 | 59074 |
| 10 | 61453 | 61453 | 61453 | 61453 |
| 11 | 63433 | 63433 | 63433 | 63433 |
| 12 | 65399 | 65399 | 65399 | 65399 |
| 13 | 67935 | 67935 | 67935 | 67935 |
| 14 | 69973 | 69973 | 69973 | 69973 |

Associate Degree

| | sign | 7/1/2012 | 7/1/2013 | 7/1/2014 |
|----|-------|----------|----------|----------|
| 1 | 42636 | 42636 | 42636 | 42636 |
| 2 | 44816 | 44816 | 44816 | 44816 |
| 3 | 47652 | 47652 | 47652 | 47652 |
| 4 | 49175 | 49175 | 49175 | 49175 |
| 5 | 51355 | 51355 | 51355 | 51355 |
| 6 | 52668 | 52668 | 52668 | 52668 |
| 7 | 55714 | 55714 | 55714 | 55714 |
| 8 | 58511 | 58511 | 58511 | 58511 |
| 9 | 60074 | 60074 | 60074 | 60074 |
| 10 | 62453 | 62453 | 62453 | 62453 |
| 11 | 64433 | 64433 | 64433 | 64433 |
| 12 | 66399 | 66399 | 66399 | 66399 |
| 13 | 68935 | 68935 | 68935 | 68935 |
| 14 | 70973 | 70973 | 70973 | 70973 |

Bachelor Degree

| | sign | 7/1/2012 | 7/1/2013 | 7/1/2014 |
|----|-------|----------|----------|----------|
| 1 | 43636 | 43636 | 43636 | 43636 |
| 2 | 45816 | 45816 | 45816 | 45816 |
| 3 | 48652 | 48652 | 48652 | 48652 |
| 4 | 50175 | 50175 | 50175 | 50175 |
| 5 | 52355 | 52355 | 52355 | 52355 |
| 6 | 53668 | 53668 | 53668 | 53668 |
| 7 | 56714 | 56714 | 56714 | 56714 |
| 8 | 59511 | 59511 | 59511 | 59511 |
| 9 | 61074 | 61074 | 61074 | 61074 |
| 10 | 63453 | 63453 | 63453 | 63453 |
| 11 | 65433 | 65433 | 65433 | 65433 |
| 12 | 67399 | 67399 | 67399 | 67399 |
| 13 | 69935 | 69935 | 69935 | 69935 |
| 14 | 71973 | 71973 | 71973 | 71973 |

MEMBER PLACEMENT

| | Current | Sign | 7/1/12 | 7/1/13 | 7/1/14 |
|-------------|---------|-------|--------|--------|--------|
| Ridgeway | 69973 | 72148 | 73198 | 74413 | 75901 |
| Belum | 69973 | 74148 | 75198 | 76413 | 77901 |
| Robertson | 69973 | 72148 | 73198 | 74413 | 75901 |
| Brago | 67935 | 70110 | 72148 | 73198 | 75901 |
| Oswald | 67935 | 70110 | 72148 | 73198 | 75901 |
| Pagels | 67935 | 70110 | 72148 | 73198 | 75901 |
| Centeno | 67935 | 70110 | 72148 | 73198 | 75901 |
| Glassman | 67935 | 70110 | 72148 | 73198 | 75901 |
| Danna | 67935 | 70110 | 72148 | 73198 | 75901 |
| Wymbs | 65399 | 67574 | 70110 | 72148 | 73198 |
| Beardsworth | 61453 | 63378 | 65358 | 67574 | 70110 |
| Hitchner | 61453 | 63378 | 65358 | 67574 | 70110 |

| | Current | Sign | 7/1/12 | 7/1/13 | 7/1/14 |
|-----------|---------|-------|--------|--------|--------|
| Belfi | 46652 | 46652 | 46652 | 48715 | 50355 |
| Brister | 46652 | 46652 | 46652 | 48715 | 50355 |
| Burgey | 46652 | 46652 | 46652 | 48715 | 50355 |
| Denby | 46652 | 46652 | 46652 | 48715 | 50355 |
| Hallquist | 46652 | 46652 | 46652 | 48715 | 50355 |
| Hurff | 46652 | 46652 | 46652 | 48715 | 50355 |
| O'Keefe | 46652 | 46652 | 46652 | 48715 | 50355 |
| Mendez | 46652 | 48652 | 48652 | 50715 | 52355 |
| VanMeter | 46652 | 46652 | 46652 | 48715 | 50355 |