

RESOLUTION NO. 308-18

**AUTHORIZING AND APPROVING A CONTRACT BETWEEN THE CITY OF
BRIDGETON AND FMBA LOCAL NO. 252**

WHEREAS, the City of Bridgeton and FMBA Local No. 252 (FMBA) had negotiations with respect to a new collective bargaining agreement between the City and FMBA; and

WHEREAS, a form of collective bargaining agreement has been negotiated between the City of Bridgeton and FMBA; and

WHEREAS, the City Council of the City of Bridgeton is desirous of approving the aforesaid collective bargaining agreement between the City of Bridgeton and the FMBA;

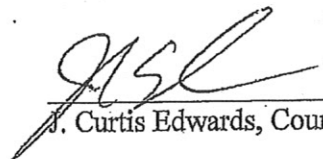
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bridgeton that the Mayor and Clerk be and are hereby authorized and directed to execute an agreement between the City of Bridgeton and FMBA the terms of which are hereby incorporated herein by reference; and

BE IT FURTHER RESOLVED, that a copy of the aforesaid agreement shall remain available and on file in the Clerk's office for public inspection.

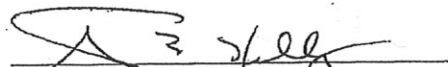
ADOPTED AT A REGULAR MEETING OF THE City Council of the City of Bridgeton held on the 4th day of December, 2018.

ATTEST:


Kathleen L. Keen, RMC Municipal Clerk


J. Curtis Edwards, Council President

APPROVED:


Albert B. Kelly, Mayor

*union rep:
Jonathan Tremblay*

AGREEMENT BETWEEN THE CITY OF BRIDGETON
AND
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
LOCAL NO. 252

JANUARY 1, 2019 TO DECEMBER 31, 2021

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This Agreement entered into this _____ day of _____, 2018, by and between The City of Bridgeton, in the County of Cumberland, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Employer", or the "City", and Firemen's Mutual Benevolent Association Local #252, Senior Officers, herein referred to as "Association."

Article 1

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 his 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 increase to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

Article 2

Recognition of Association

Pursuant to and accordance with all applicable provisions of Chapter 303 of the Laws of 1968 (N.J.S.A. 34:13 A – 5.1 et seq.), the Employer does hereby recognize the Association as the sole and exclusive representative of the employees of the rank of Battalion Chief and Captain, in the Department of Fire, except that this representation shall not extend to any management executive or any supervisor having the power to hire, discharge, discipline or to effectively recommend the same, nor any person who is employed in a clerical or similar position in the aforesaid Department. The representation shall extend to the terms and conditions of employment.

Article 3

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 to 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 4

Effect of Employee not Joining Association

Neither membership in the Association nor non—membership shall be a condition of employment or continued employment. The Association agrees that there shall be no discrimination, intimidation, restraint or coercion by its officers, agents, or members against any employee who refuses or fails to join FMBA Local #252.

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

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

Article 5

Union Representation

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

Article 6

Vacations

A. Vacation Period

- (1) Vacations will, insofar as possible, be granted at the time most desired by employees according to rank and seniority per shift. No more than one (1) supervisor per section may be on vacation at the same time unless the Department Head is satisfied that he has sufficient personnel to operate efficiently. Employee shall submit a vacation schedule no later than March 1. An employee may divide his vacation tours into twelve (12) hour segments. Additionally, an employee may divide his 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.
- (2) Eligibility: Employee shall receive the following paid vacations based upon their rank and period of employment:

Effective January 1, 2019	Battalion Chief	Captain
a. 1 year to end of 5 years	Six (6) tours	Six (6) tours
b. 6 years to end of 10 years	Seven (7) tours	Seven (7) tours
c. 11 years to end of 15 years	Eight (8) tours	Eight (8) tours
d. 16 years to end of 20 years	Eleven (11) tours	Eleven (11) tours
e. 21 years or more	Twelve (12) tours	Twelve (12) tours

- (3) To qualify for a full vacation in any given year, an employee must have been continuously employed for the employment year. Employees who are employed less than a full year shall receive a pro rata vacation. Vacation increases shall accrue on the employee's anniversary date.
- (4) If an employee becomes sufficiently ill so as to require inpatient hospitalization while on vacation, the employee shall charge such period and recovery post period to their sick leave. Any unused vacation time resulting from pressure of work as determined by the Chief of Fire and approved by the Business Administrator may be carried forward into the next succeeding year.

- (5) When mutually acceptable to the employer and an employee, the employer may buy back the lump sum of 24 hours of accrued vacation leave at said employee's rate of pay. The sell back by the employee may be exercised one time during the calendar year. Neither the employer nor any employee can require the other to exercise this option.

Article 7

Personal Tour

Employees will receive three (3) Personal Tours each year which will insofar as possible be granted at the time most desired by employees according to their seniority. No more than one supervisor may take a personal tour at the same time unless the Department Head is satisfied that there are sufficient personnel to operate efficiently. Employees will give a minimum of three (3) hours prior notice of taking a personal tour and it shall only be taken with the approval of the Department Head or designee.

Personal Tours may not be carried from year to year. Personal Tours will be prorated in any year that the employee does not work a full calendar year. At the employee's option, Personal Tours can be divided into twelve (12) hour segments.

Officers may exchange tours of duty or partial tours of duty. An officer may request up to five (5) exchanges per year. Regardless of the number of hours requested (i.e., whether the exchange is for one (1) hour, twelve (12) hours or twenty-four (24) hours, or anything in between), it shall count as one exchange. Requests for exchanges shall be made in writing at least twenty-four (24) hours in advance and shall be submitted to the Fire Chief or his designee. Exchanges shall not impact or alter mandatory training, nor shall they cause overtime or additional compensation. Anything deviating from these parameters must receive the express written approval of the Fire Chief.

Exchanges of duty between the officers shall be done in accordance with the Fair Labor Standards Law.

Article 8

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 employees 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 City 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. A leave of absence without pay not exceeding three (3) months shall be granted for maternity leave purposes.
- B. 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 a leave of absence without pay, an employee shall not continue to accrue seniority, the employee shall not lose any seniority already accrued. An employee shall not accrue vacation, sick or personal time during leave of absence without pay.

Article 9

Life Insurance

The City shall maintain a life insurance policy of \$4000 for each supervisor.

Article 10

Funeral Leave

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

Two Tours Leave

One Tour Leave

Spouse	Uncle
Parent	Aunt
Child	Niece
Sibling	Nephew
Grandchild	Brother-In-Law
Grand Parent	Sister-In-Law
Step Child	Son-In-Law
Significant Other*	Daughter-In-Law
Mother-In-Law	Spouse's Grandparents
Father-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, friends or persons with whom the subject had other than a committed relationship an active relationship.

Significant Other Exception: any employee who has been actively separated/divorced for over 364 days may only use one (1) tour of leave for funeral leave of that significant other.

Article 11

Veterans

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

Article 12

Health Benefits

A. In exchange for the Union agreeing to overtime parameters as outlined in Article 18 Sections G, H and I. The City agrees to offer to the employees of this union the AETNA HMO (#019) Plan. The City shall continue to offer the other plans available through the NJSHBP. If the employee selects a plan with a higher premium than the AETNA HMO (0#19) Plan, the difference in such premium shall be borne by the employee in equal payments through payroll deductions. If the AETNA HMO (#019) Plan is no longer offered by the State or the cost of the premiums increases to the City by 5% or more as compared to the 2019 premiums, the parties hereto agree to renegotiate this term.

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 eligible dependents 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. Employee shall contribute to the cost of the health benefits insurance plan coverages in accordance with P.L. 2011, Chapter 78.

D. In the event the health insurance plan selected by the employee is in excess of the maximum amount permitted under the Affordable Care Act without triggering the excise tax (which is presently scheduled to be ten thousand two hundred for Single coverage, \$17,250 for Parent Child coverage, \$20,500 for Member/Spouse coverage, and \$27,500 for Family coverage beginning in January 2020) the parties agree to meet at least six (6) months prior to the implementation of said tax to discuss implementation of a new plan that will be below that maximum amount. If the parties are unable to agree to a new plan the City shall be authorized to provide a new plan which will be closest to but not above the caps set forth above and such plan selected and provided by the City shall be deemed to satisfy the "substantially similar" contract provision regarding the provided coverage. The City may continue to offer its then current plan or another plan whose cost is in excess of the then maximum amount permitted under the Affordable Care Act. However, if an employee elects to be covered under such a plan, the employee will be responsible for any excise tax incurred by the employer as well as the amount of the premium cost in excess of the then maximum amount permitted under the Affordable Care Act in addition to any other healthcare contributions already in effect under Chapter 78 or otherwise.

E. Prescription Plan: 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 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 copayment for the prescription plan shall be \$10 for mail in prescriptions, \$15 for generic drugs and \$25 for brand-name drugs. Reduce costs or prescription 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 level of benefits provided to the employees and are eligible dependents is substantially similar.

F. Medical coverage after retirement: Effective June 9, 1998, the City of Bridgeton and the Firemen's Mutual Benevolent Association Local #252 agreed that health and prescription benefits after retirement with 25 years or more of service will fall under Public Law Chapter #330, which was signed in the legislation in 1998. This provides contributory managed healthcare benefits for members of FMBA Local #252.

Article 13

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 commence a dental plan for members of the Association.

Article 14

Absence without Leave

An absence of any employee from duty, including any absence for a single tour or part of a tour that is not authorized by a specified grant of leave of absence shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. In the absence of such disciplinary action, any employee who absents himself for seven (7) consecutive calendar days without approved leave shall be deemed to have terminated his employment. Such actions may be reconciled by subsequent grant of leave recommended by the Department Head and approved by the Appropriate Authority.

Article 15

Interference with Work

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

Article 16

Work Assignments

Employees shall perform any reasonable work assignments made by supervisors, so long as they suffer no reduction in the rate of pay and the assignments are in their job description as described by the State Civil Service Commission. It is further provided that in no event shall

employees covered by this Agreement be assigned police related duties except in the case of emergency as determined by the Chief of Fire.

Article 17

Wages

Wages shall be as listed on the attached Schedule. Step increases shall be on January 1, 2019, 2020, and 2021. Members serving in the capacity of Fire Inspector shall receive \$2000 annually in their biweekly paycheck and shall be pensionable. Members serving in the capacity of Emergency Management Coordinator shall receive \$3000 in their biweekly paycheck and it shall be pensionable. Emergency Management Coordinator pay is in lieu of Fire Inspector Pay. The Deputy Fire Official as assigned by the Chief of Fire shall receive \$2000 annually in their biweekly paycheck and it shall be pensionable. A stipend shall be paid to a Captain who has attained and maintains a Fire Instructor Level I or Level II certification from the State and who is assigned by the Chief of Fire to assume regular responsibilities of training. The assigned duties shall be at the discretion of the Chief of Fire, which may include but are not limited to: assist in training, constructing props, setting up, etc. The stipend for Level I shall be \$1500 per year and for Level II it shall be \$2000 a year. It shall be non-pensionable. If the Captain ceases to fulfill this assignment as a regular part of their job, the stipend shall be withdrawn.

Article 18

Overtime Pay – Overtime Assignment – Acting Officer

- A. Employees shall be paid based on the average 19 day work period as established by 7 (K) exemption of the 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 his 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.

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, up to the maximum amount of time allowed by FLSA.

- B. Over time shall be classified and assigned on the following basis:
 - 1. Scheduled overtime shall be over time which the Chief of Fire or his designee, for that particular work, approves at least two (2) tours in advance of the time when the overtime is to be worked. Call back over time shall be overtime approved by the Chief of Fire, or his designee, to assist a regular shift. For either scheduled or call back over time, a complete roster of each rank within the bargaining unit shall be kept in order of rank and seniority. Overtime will be assigned on a rotating basis and each time overtime is assigned to an individual, the next assignment will be first offered to the next officer on the roster, provided that if any officer scheduled or any officer refuses to work scheduled overtime, the assignment shall be given to the next officer on the list not scheduled for a regular tour of duty and assignment will be made thereafter beginning with the last officer to have been assigned to scheduled overtime. The Chief of Fire has the prerogative to fill daytime vacancies with available qualified officer personnel without using the overtime list.
 - 2. Emergency over time shall be overtime approved by the Chief of Fire, or his designee, because an emergency has arisen. In this event the parties hereto agree that the Chief of Fire, or his designee, may call in any available officer.
- C. In the event that an officer shall be assigned by the Chief of Fire, or his designee, to perform the duties of a higher rank, the officer shall be eligible for compensation at that minimum base rate of the rank to which assigned, immediately upon commencing to serve in that higher rank.. Compensation shall be paid for the entire time of that particular assignment.
- D. Acting Chief pay will be due if an officer is designated as the Acting Chief and works a 5 day shift. The designated Acting Chief shall receive the same hourly rate as the Chief during the period they are officially designated as the Acting Chief.
- E. There will be Hour for Hour Acting pay for Captains when working as Battalion Chief.
- F. Compensation Time Use. Use of earned compensation time will, insofar as possible, be granted at the time most desired by employees according to their seniority per

shift. No more than one (1) supervisor may be off on compensation time or vacation time at the same time unless the Department Head is satisfied he has sufficient personnel to operate efficiently.

- G. When there is an officer position available due to a vacancy that causes the shift to go below the established minimum manning as is set forth in the Standard Operating Guideline #1-101 as it stands, or as amended, that position shall be filled with an officer by utilizing the rotating list whenever an officer is off on leave for four hours or greater (i.e., sick time, duty injury, vacation, personal, or compensation times.) The parties recognize that this may result in an officer being ordered to cover the shift if no other officer is available.
- H. At no time shall a shift run without at least one (1) officer working.
- I. Officers covered by this Agreement shall be given the first opportunity for overtime in supervisory positions. Overtime shall only be necessary when the whole shift drops below minimum manning.
- J. When staffing a fire crew for an event, an officer shall be brought in to be in charge if an additional apparatus is staffed beyond normal daily operations, excluding BLS ambulances.

Article 19

Longevity Clause

Longevity was deleted effective February 26, 2012.

Article 20

Standby Clause

The parties agree that 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 21

Return to Duty Clause

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

Article 22

State Conventions and District Meeting and Schooling

- A. Leave of absence with pay shall be given to the President and State Delegate of Firemen's Mutual Benevolent Association Local #252, for attendance at the State Convention of the Firemen's Mutual Benevolent Association. In addition thereto, the President and State Delegate shall receive leave with pay to attend District Meetings of the Firemen's Mutual Benevolent Association. Further, one Delegate may attend regularly scheduled State Executive Committee Meetings. If State law does not reflect above language the President will be permitted to attend as long as approved by the Chief and Appropriate Authority when a hardship or overtime situation occurs. No alternate will receive a leave of absence to attend any convention or meeting except when the State Delegate cannot attend. It is further agreed as to the attendance by the employee of the District Meetings, the State Convention, or the State Executive Committee Meetings that said employee upon completion of attendance at said meeting shall return to work. It is further agreed that leave of absence shall be granted to delegates that are to attend the convention for the New Jersey State Firemen's Association. Delegate to the Southern District meeting shall return to work after the meeting as these meetings are generally held at night in surrounding counties. Delegate to the State meeting shall return by 7:30 p.m. as these meetings are generally held in the daytime in Northern New Jersey. Generally daytime meetings will be granted 12 hours off and night meetings will be time as needed to travel to attend the meeting and to return to duty.
- B. Employees may attend at least one session per year of schooling pertaining to their employment. Employees may also attend any session necessary to maintain their certification, i.e. Emergency Medical Technician, Fire Prevention Inspector, Arson Investigator, etc. If said sessions are held during the normal hours of employment of said employee, the employee shall receive normal pay as if they were on the job. If said sessions are held during normal off hours of employment of said employee, the employee shall receive compensation at one and one – half rate of time. For any mandatory training, employees shall be given the option of overtime or compensatory time. Any other approved training shall be compensated at one and one – half rate of time, and may be compensated either by overtime or compensatory time, as determined by management.

Article 23

Severance Pay

It is stipulated and agreed employees who retire having accumulated sick days and/or tours, shall be compensated up to \$15,000. The amount shall be calculated by multiplying one half of the accumulated sick hours times the hourly rate of said employee at the time of their retirement. This provision will become effective September 1, 2015. New Employees hired by the Department of Fire after September 1, 2015 will not be entitled to a payment for unused sick leave. 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 or if the beneficiary predeceased the employee, to the employee's estate.

Article 24

Sick Leave

Employees shall receive as sick leave, seven (7) tours of duty per year. Said tours do not have to be utilized during the calendar year, but may accumulate thereafter. Sick leave use shall be calculated on an hour for hour use basis. To qualify for a full allowance of seven (7) tours of duty per year sick leave, an employee must have been continuously employed for the employment year. Employees who were employed less than a full year shall receive prorated sick leave.

Sick Bank:

- A. Employees can charge their unused sick days off to another employee for dollar for dollar amount in the event of a catastrophic health condition or injury. Employees must contact the Chief of Fire first for approval. The Appropriate Authority must give final approval. For the purposes of this Article, a "catastrophic health condition or injury" shall be defined as follows:
 1. With respect to employee, a "catastrophic health condition or injury" is either:
 - a. A life-threatening condition or combination of conditions; or
 - b. A period of disability required by his or her mental or physical health or the health of the employees fetus which requires the care of a physician who provides a medical verification of the need for the employee's absence from work for 60 or more workdays.

2. With respect to the employee's immediate family member, a "catastrophic health condition or injury" is either:
 - a. A life-threatening condition or combination of conditions; or
 - b. A period of disability required by his or her mental or physical health which requires the care of a physician who provides a medical verification of the need for the employee's absence from work for 60 or more workdays.

This article is to be administered in accordance with N.J.A.C. 4 A: 6 – 1.22.

Article 25

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 26

College Credits

Supervisors shall receive pay for an Associate Degree or a Bachelor Degree in Fire Science. Supervisors 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 courses. College degree money is incorporated in the wage scale attached.

Article 27

Personnel Regulations

It is understood and agreed that the City of Bridgeton 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 for all matters not covered by this agreement except that the provisions providing that the City will recognize all holidays declared by the President of the United States, Governor of the State of New Jersey, shall be and is hereby deleted from said personnel regulations.

Article 28

New Jersey Civil Service Commission

This Agreement 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 29

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 30

Other Employment

No member of the Association shall engage in any other form of employment, without having obtained prior approval of the Chief of Fire and Business Administrator 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 31

Presenting a Grievance

A. Purpose

1. 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.
2. 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.

B. 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.

C. 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.

1. 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.

2. 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 ten (10) 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.

3. 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 ten (10) 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.

4. 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

5. ARBITRATION

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

- a. 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.
- b. 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.
- c. The costs of the services of the arbitrator shall be borne equally by the Employer and the Local.
- d. The decision of the arbitrator shall be in writing.
- e. The decision of the arbitrator shall be the final administrative step of the Employer and the Local.

D. 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 32

Clothing Allowance and Maintenance

The City will provide by June 1 of each year the following: on an as needed basis as determined by a Quartermaster:

- 2 Summer Uniforms
- 2 Winter Uniforms
- 2 Short Sleeve Shirts
- 1 Job Shirt
- 2 Long Sleeve T-Shirts

1 Pair of Shoes – Up to \$150 – annually (not in the Quartermaster review)

Class A Dress Uniform

The City will replace the Class A Uniform components and dress shoes upon condition when requested by the member and approved by the Chief of Fire. Any member who, as of the date of the signing of this Agreement, has not received their initial issue or have purchased one on their own accord, of a Class A Uniform shall receive a Class A Uniform as soon as is practicable upon execution of this Agreement.

Clothing Maintenance money was deleted by a previous contract.

Article 33

Training Officer

Assignment to the Battalion Chief (effective 2019) Position named Training Officer shall be at the sole discretion of the Chief of Fire. The Training Officer shall provide training to the Department and City Employees as directed and shall assist the Chief of Fire as directed by the Chief of Fire. The following provisions apply:

- A. The Training Officer shall have a 2080 hour annual work schedule. Work hours shall be flexible as directed by the Chief of Fire. Salary shall be as negotiated in article 17, wages.
- B. The hourly overtime rate shall be equal to the same overtime rate paid to the comparable 2912 hour annual work schedule employee covered by the agreement.
- C. Any Officer assigned to the Training Officer Position working a 2080 hour annual work schedule shall receive vacation time proportional to the 2912 hour annual

work schedule employee listed in article 6 Vacations. The conversion rate for the 2080 hour annual work schedule employee shall be .8343.

- D. Any Officer assigned to the Training Officer position working a 2080 hour annual work schedule shall receive 32 hours annually as Personal Time as provided in article 7, Personal Tour.
- E. Any Officer assigned to the Training Officer position working a 2080 hour annual work schedule shall receive 120 hours annual sick leave as provided in article 24, Sick Leave.
- F. Any Officer assigned to the Training Officer Position work a 2080 hour annual work schedule and rotating to a 2912 hour annual work schedule or working a 2912 hour annual work schedule and rotating to a 2080 hour annual work schedule employee shall have time earned as 2080 our annual work schedule credited to the individuals bank of time for the month so assigned as a 2080 hour annual work schedule and time earned as a 2912 hour annual work schedule shall be credited to the individual's bank for the month so assigned as a 2912 hour any work schedule.

Article 34

K – 9 Handler

- A. The K-9 handler will be permitted to train their animal in accordance with the Attorney General Guidelines in effect in the State of New Jersey as long as the K-9 is in active service. The scheduling for said training shall be coordinated with fire administration so as to least interfere with fire duties. Training will be scheduled during the handlers working shift or his work schedule will be flexed when able, to accommodate the required training time.
- B. Both parties recognize that part of the K-9 handler's job is maintaining and caring for the handler's dog. Accordingly, compensation for said care shall be set forth herein:
 - 1. The K-9 handler represents that one and one half (1 ½) hours per non-working day is required to care for and maintain the K-9 and vehicle. Accordingly, the City authorizes one and one half (1 ½) hours of compensation per day for the performance of that care and maintenance over and above the handler's normal fire schedule. If additional time is needed, said time must be approved by Fire Administration. The K-9 handler acknowledges that they will not perform the additional work without receiving said authorization.
 - 2. The rate of compensation for caring for the dog and vehicle shall be computed as follows:

- i. Minimum Wage (per hr.) x 1.5= Pay Rate
- ii. Normal schedule is work one day out of 3=365/3 121 days working/242 not working
- iii. 242 days x 1.5hrs per day = 363 hours total
- iv. 363 hrs. x (Pay Rate)= REQUIRED COMPENSATION

- 3. Compensation for handler on an administrative schedule shall be reduced to 1 hour per day (same pay rate) to allow for the additional flexibility to accommodate K-9 issues not being assigned suppression duties.

Article 35

Breach of Contract Affect

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 36

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 37

Ratification by Association and Employees

The Association 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 Association were not covered by this agreement took part in the ratification proceedings. The Association further agrees that upon the adoption of any new Agreement which shall be substituted for this Agreement, or any part thereof, said agreement will be ratified only by persons who are employed pursuant to the terms of this Agreement for the new Agreement.

Article 38

Embodiment of Agreement

This document constitutes the sole and complete Agreement between the parties and embodies all terms and conditions governing the employment of employees represented by the

Association. The parties acknowledge they have had the opportunity to present and discuss proposals on any subject which is (or maybe) 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 agreement between the City and the Association of any individual employee covered by this Agreement is suspended.

Article 39

Written Agreement

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

Article 40

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 as head of the Fire Department
Firefighter	Any non-supervisory employee working in the Department of Fire defined by N/J.S.A. 34:13A-1 et seq. and that are not covered under this agreement
Fire Officer	Supervisory employee (Superior Officer) covered under this agreement (Same as Employee)
Employee	Any employee above the rank of firefighter, excluding the rank of Fire Chief, covered under this agreement.

Local (Bargaining Unit) Battalion Chief's, Captain's, EMS Supervisor's, Belonging to The New Jersey Firefighters Mutual Benevolent Association Local 252, also known as Bridgeton Professional Fire Officers

Platoon The combination of fire officers and firefighters assigned to a specific shift

Shift The designated work group (i.e. "A" Shift, "B" Shift, "C" Shift, etc.) that fire officers and firefighters are scheduled to work

Tour One tour shall comprise a 24 hour work period

Half Tour One half tour shall comprise a 12 hour work period

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Term of Agreement

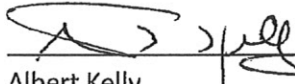
This Agreement shall be in effect until December 31, 2021 and thereafter until modified.

In Witness Whereof, the parties hereto have caused these presents to be signed on the day and year first written above.

Attest:

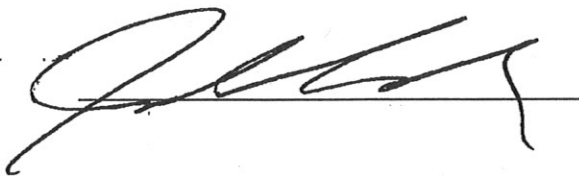
The City of Bridgeton in the
County Of Cumberland


Kathleen Keen, Municipal Clerk


Albert Kelly, Mayor

Attest:

Firemen's Benevolent Association
Local #252





Captain Salary Scale

Step	1/1/2019	1/1/2020	1/1/2021
1	86904	87545	87545
2	89936	92936	92936
TOP	92983	94843	96739

Associate			
Step	1/1/2019	1/1/2020	1/1/2021
1	88342	88983	88983
2	91404	93404	93404
TOP	94517	96408	98336

Bachelor			
Step	1/1/2019	1/1/2020	1/1/2021
1	89458	90111	90111
2	92872	93877	93877
TOP	96052	97973	99932

Battalion Chief Salary Scale

Step	1/1/2019	1/1/2020	1/1/2021
1	97996	99917	101796
TOP	100364	102371	104419

Associate			
Step	1/1/2019	1/1/2020	1/1/2021
1	99523	100541	103234
TOP	101898	103936	106015

Bachelor			
Step	1/1/2019	1/1/2020	1/1/2021
1	101050	102091	104673
TOP	103432	105500	107610

