

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made this 21st day of February, 2017 between the City of Bridgeton (the "City") and the FMBA Local 252 (the "FMBA").

RECITALS

- A. The City and FMBA are parties to a collective bargaining agreement (the Agreement) covering the period July 1, 2015 through December 31, 2018.
- B. Article 18, Paragraph E, of the Agreement states as follows:

"Overtime requirements to fill officer positions shall be offered to officers by the rotating list whenever an officer is off for six hours or greater due to i.e., sickness, duty injury, vacation, personal tour, or compensable time. If officers do not take the overtime, the position will be offered to other firefighters."
- C. This provision was new to the current Agreement and was placed in the Agreement in exchange for health care language proposed by the City, namely, language meant to place a cap on health insurance costs.
- D. Shortly after the Agreement became effective, officer overtime became a significant cost and concern to City officials.
- E. On or about May 6, 2016, in an effort to address overtime costs, the Fire Chief issued a new Standard Operating Guideline #1-101 entitled "Platoon Staffing-Fire". This SOG reduced the minimum manning levels from two officers on duty to one.
- F. On or about May 6, 2016, the FMBA filed four separate grievances alleging a violation of Article 18 because overtime shifts were cancelled in light of the revised SOG issued by the Chief. The individuals impacted were Captain Anthony Brago, Battalion Chief Kevin Scarlato, Battalion Chief Jonathan Trembley and Captain John Schaffer.
- G. The grievances were denied at each step of the grievance procedure and, on or about July 5, 2016, the FMBA filed a Request for a Panel of Arbitrators with the Public Employment Relations Commission (PERC). In accordance with PERC procedures, arbitrator, Timothy Hundley was appointed to serve as the arbitrator in this matter.
- H. Since the filing of the grievance, the parties have engaged in discussions to amicably resolve these issues.
- I. To avoid the cost and uncertainty of moving forward with a full hearing the parties, without admitting any wrongdoing or having their positions prejudiced and intending to be legally bound as of the date set forth above, have agreed to the following:

NOW THEREFORE, the parties agree as follows:

1. A revised Standard Operating Guideline #1-101 shall be issued. A copy of said SOG is attached hereto and made a part hereof. It is understood by the parties that, to the extent it is within management rights to amend this SOG in the future, the City reserves that right.
2. Article 12, entitled "Health Benefits" paragraph A shall be replaced with the following:

"A. The City agrees to pay the cost of the NJSHBP selected by the employee through December 31, 2016. Effective January 1, 2017, the base plan to be offered to employees by the City shall be 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 cost than the AETNA HMO (#019) Plan, the difference in such premium shall be borne by the employee in equal payments through payroll deductions."

Replace paragraph D with the following: No excise tax shall be imposed on health care benefits by the employer unless required by State and/or Federal law.

3. Article 18, entitled "Overtime Pay – Overtime Assignment – Acting Officer" shall be amended as follows:

Replace "E" with the following:

"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 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 time.) The parties recognize that this may result in an officer being ordered to cover the shift if no other officer is available.

Add the following:

"F. At no time shall a shift run without at least one (1) officer working.

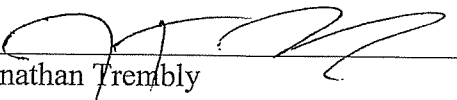
G. Officers covered by this Agreement shall be given the first opportunity for overtime in supervisory positions. Overtime shall only be necessary when the whole shift drops below minimum manning."

4. Article 7, entitled Personal Tour, first sentence shall be revised as follows:

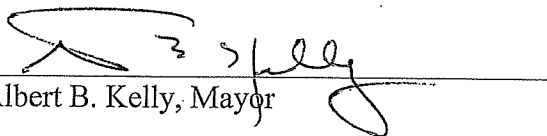
"Employees will receive three (3) Personal Tours each year which will insofar as possible be granted at the time most desired by the employees according to their seniority."

5. All other terms and conditions of the Agreement shall remain in effect.
6. Both parties retain all of their legal rights under law.
7. The sole purpose of this Memorandum of Agreement is to resolve the Grievances filed and shall not set any precedent for future grievances filed regarding staffing levels.

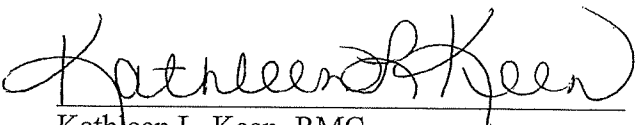
**FIREMAN'S MUTUAL
BENEVOLENT ASSOCIATIONS
LOCAL 252**


Jonathan Trembly

CITY OF BRIDGETON


Albert B. Kelly, Mayor

ATTEST:


Kathleen L. Keen, RMC
Deputy Municipal Clerk