

3-0050

~~St. Helton~~

OFFICERS

Return to John.

AGREEMENT

BETWEEN THE CITY OF TRENTON AND THE TRENTON FIRE OFFICERS ASSOCIATION
PREAMBLE

THIS BOOK DOES NOT CIRCULATE

#6

This Agreement effective as of the 1st day of January, 1971, by and between the City of Trenton, a municipal corporation situated in the County of Mercer, State of New Jersey, hereinafter referred to as the "City" and the Trenton Fire Officers Association, hereinafter referred to as the "Association," is designed to maintain and promote a harmonious relationship between the City of Trenton and such of its employees who are within the provisions of this Agreement, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION AND AREAS OF NEGOTIATION

Section 1. Recognition

The City hereby recognizes the Association as the exclusive representative and bargaining agent for the bargaining unit, including captains, asst. chief mechanic, chief mechanic, asst. chief combustion inspector, battalion chiefs, deputy chiefs, and the Chief of the City Fire Department.

Section 2. Areas of Negotiation

The Mayor, Council and the Association hereby agree that the Association has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustments of disputes and grievances, and all other related matters.

Section 3.

The City shall deduct from the wages of each fire officer of the Fire Department on the First pay of each month the following:

- a. Initial dues for new fire officers who shall become members of the Association subsequent to the execution of this Agreement and for as

long as said Agreement remains in full force and effect.

b. Monthly dues in the amount of \$. from the earned wages of all members of the Association.

c. A monthly service fee in the amount of \$ from each fire officer of the Fire Department who is not a member of the Association. Said service fee shall be used by the Association to defray expenses used in negotiation of contracts, administration of grievance procedure and for acting as exclusive negotiating unit for the fire officers of the Fire Department.

ARTICLE II

FIRE OFFICERS STANDING COMMITTEES - RIGHTS AND DUTIES

Section 1.

There shall be five members of the Association Negotiating Committee. These members shall be granted leave from duty with full pay for all meetings between the City and the Association for the purpose of negotiating the terms of an Agreement, when such meetings take place at a time during which such members are scheduled to be on duty and upon reasonable notice to the Director or Chief.

Section 2.

There shall be two members of the Association Grievance Committee granted leave from duty with full pay for all meetings between the City and the Association for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty and upon reasonable notice to the Director or Chief.

ARTICLE III

HOURS OF WORK AND OVERTIME

Section 1. Hours of Work

a. The work week for all officers who perform fire fighting duties shall be an average of not more than forty-two (42) hours per week

computed over a period of one (1) fiscal year, based on the work schedule cycle of two ten-hour days from 7 a.m. to 5 p.m., followed by one calendar day off, followed by two 14-hour nights from 6 p.m. to 8 a.m., followed by two calendar days off.

Section 2. Overtime

a. Whenever an officer works in excess of his regularly assigned work week or work schedule, as provided for in Section 1 of Article III, in addition to any other benefits to which he may be entitled, he shall be paid for such overtime work a 1 1/2 times the hourly rate which he receives for his regularly assigned duty after 30 minutes beyond regular relief time, with a four-hour minimum to be computed on an eight-hour day.

b. Each officer called back to work after completion of his regular tour of duty shall be given a minimum of four (4) hours' overtime at 1 1/2 times the hourly rate. Said overtime shall be computed on an eight-hour day.

ARTICLE IV

WAGES

Section 1. Salary

a. Salary for the purpose of this Agreement shall be the highest salary that an officer is duly and properly authorized to receive at the beginning of each calendar year.

b. Salaries for the officers of the Department shall be as follows:

Asst. Chief Mechanic	\$15,000.00
Asst. Chief Combustible Insp.	15,000.00
Captain	15,000.00
Chief Mechanic	17,000.00
Battalion Chief	17,000.00
Deputy Chief	19,000.00
Chief	21,000.00

ARTICLE V

LONGEVITY

All officers of the Fire Department covered by this Agreement shall be entitled to and paid longevity pay. Longevity pay shall begin on the

member's fifth anniversary date at the rate of two percent (2%) of his current year's regular salary. Subsequent five-year periods of continuous service shall increase the member's longevity pay two percent (2%) until a maximum of ten percent (10%) is realized. The following scale shall be used in calculating longevity:

Fifth Anniversary date	2%
Tenth Anniversary date	4%
Fifteenth Anniversary date	6%
Twentieth Anniversary date	8%
Twenty-fifth Anniversary date	10%

ARTICLE VI

SENIORITY

Seniority shall consist of the uninterrupted length of accumulated service of each employee. An employee's length of service shall not be reduced by the time lost due to sick or injury leave or authorized leave of absence.

ARTICLE VII

GRIEVANCE PROCEDURE

No officer shall be removed, dismissed, discharged, suspended, fined, reduced in rank, or disciplined in any other matter except for just cause. If any officer is disciplined and in the judgment of such officer this action is taken without just cause, or if any officer or group of officers feels aggrieved concerning his or their wages, hours or conditions of employment, which wages, hours and conditions are controlled by this Agreement, or which are provided for in any statute, charter, provision, ordinance, rule, regulation, or policy which is not in conflict with this Agreement, or concerning any matter or condition arising out of the

employee-employer relationship, including any claim of unjust discrimination and any matter or condition affecting his or their health and safety, adjustment shall be as follows:

a. The aggrieved officer or officers shall present the grievance in writing to the President or Grievance Committee who shall thereafter submit the grievance to the officer's next immediate supervisor within five days of the occurrence or event giving rise to the grievance. If this matter is not resolved to the satisfaction of the Association within three days thereafter, the Association may present such grievance within five days thereafter to the Chief of the Department. Within three days after having received said grievance, the Chief shall arrange to and meet with the officers of the Association with the purpose of adjusting or resolving such grievance.

b. If such grievance is not resolved to the satisfaction of the Association by the Chief within five days after such meeting, the Association may present such grievance in writing seven days thereafter to the Director of Public Safety. Within five days thereafter said Director shall arrange to and meet with the officers of the Association for the purpose of adjusting or resolving such grievance.

c. If such grievance is not resolved to the satisfaction of the Association by the Director within five days after such meeting, the Association may present such grievance in writing seven days thereafter to the Mayor.

d. If such grievance is not resolved to the satisfaction of the Association by the Mayor within five days after such meeting, the Association may present such grievance in writing within seven days thereafter to the Mayor for arbitration.

e. PERC has final decision in any dispute involving disciplinary

action in relation to the reinstatement of a suspended or discharged officer with full back pay.

f. The time limits specified in the preceding sections of this Article shall not include Saturdays, Sundays, or holidays and such time limits may be extended by mutual agreement of all parties. The steps provided for herein may be waived by mutual agreement of the parties.

g. If a grievance is not submitted within the prescribed time limits as hereinbefore provided, including the provisions for time limit extensions, it shall be deemed settled. If the City fails to meet and/or answers any grievance within the prescribed time limits as hereinbefore provided, including the provisions for time limit extensions, such grievance may be processed to the next step.

h. Nothing contained herein shall be construed to deny any individual employee his right to appeal under Civil Service laws or regulations.

ARTICLE VIII

INSURANCE

Section 1. Health Insurance

All employees of the Fire Department, covered by this Agreement, and their families shall be entitled to full coverage of Blue Cross and Blue Shield hospitalization plans and Major Medical benefits which shall be paid for by the City.

Section 2. Life Insurance

The City shall assume the full cost of life insurance for each employee in the amount of \$10,000.00.

Section 3. Workmen's Compensation Insurance

The City shall maintain in full force and effect, workmen's compensation insurance for all employees of the Fire Department.

Section 4. Automobile Liability Insurance

The City shall provide adequate automobile liability insurance for all vehicles of the Fire Department and shall keep same in effect at all times.

ARTICLE IX

CLOTHING ALLOWANCE

All officers of the Fire Department covered by this Agreement shall be entitled to an annual clothing allowance of \$250.00 per year payable January 31, 1971.

ARTICLE X

MANPOWER

a. In order to protect the health and safety of the employees of the Fire Department, the City agrees to institute an overtime program designed to maintain the minimum manpower for fire fighting as established by the American Insurance Association and the "Municipal Fire Administration

b. The City agrees to provide during each tour of duty a minimum of two battalion chiefs for City-wide response and one captain with four firemen riding on each apparatus at all times.

c. The City further agrees that during emergencies all ladder companies shall be manned with a captain and six firemen.

ARTICLE XI

MISCELLANEOUS

No officer of the Fire Department shall be assigned to perform any supervisory duty which is unrelated to fire fighting, fire prevention, and care and maintenance of fire fighting equipment.

ARTICLE XII

PRIOR PRACTICES

All other rights, benefits and privileges enjoyed by employees which are not specifically provided for or abridged in this Agreement are

ARTICLE XV

The City agrees to reopen negotiations and permit amendments to appropriate sections of this Agreement whenever state and/or federal funds over and above those previously anticipated for the current budget year have been appropriated. The City shall so inform the Association within five (5) days of its notification of the amounts to be received in such subsequent state and/or federal appropriations.

hereby protected by this agreement, including but not limited to any rights, benefits and privileges bestowed on the employees by the laws of the United States, laws of New Jersey, Civil Service laws of New Jersey or City Ordinances of Trenton.

ARTICLE XIII

HOLIDAYS

Section 1.

Each employee of the Fire Fighting force shall receive fifteen (15) holidays per year, effective January 1, 1971.

Section 2.

For the purposes of this Article, the following days shall be considered as legal holidays:

1. New Years Day
2. Lincoln's birthday
3. Washington's Birthday
4. Good Friday
5. Easter Sunday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans Day
- 11, 12. Thanksgiving Day and the day following
13. Christmas Day
14. Any General Election Day
15. One-half day on eve of each, Christmas Day, and New Years Day

Section 3.

Declaration of holiday by President or Congress of the United States or Mayor or Governor of New Jersey. In the event of a holiday or day of mourning is declared by the Mayor, Governor of the State of New Jersey or the President or Congress of the United States, members shall be entitled to each such holiday in addition to those listed above.

Section 4.

Payment for these days shall be at the established daily rate of the regular earnings for each member, and a minimum of one being paid each month of the year.

ARTICLE XIV

ARBITRATION

The decision of the Arbitrator shall be submitted to the City and the Association and shall be final and binding upon the parties.