

AGREEMENT

BETWEEN THE CITY OF LINDEN AND FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION - LOCAL NO. 34

PREAMBLE

This agreement, effective the first day of January 1986, and until December 31, 1987, between the City of Linden, New Jersey, hereafter referred to as the City, and local #34, Firemen's Mutual Benevolent Association, hereafter referred to as the F.M.B.A. is designed to maintain and promote a harmonious relationship between the City of Linden and such of its employees who are within the provisions of this agreement, through collective negotiations, in order that more efficient and progressive public service may be rendered.

ARTICLE I
RECOGNITION AND AREA OF NEGOTIATION

Section 1. Recognition:

The City hereby recognizes F.M.B.A. Local #34 as the exclusive representative and bargaining agent for the bargaining unit consisting of all members of the Fire Department with the rank of Firefighter.

Section 2. Areas of Negotiation:

a. The City, through the Mayor and Council, and the F.M.B.A. hereby agree that the F.M.B.A. has the right to negotiate as to rates of pay, hours of work, as allowed by law, fringe benefits, working conditions, safety of equipment, procedures for adjustments of disputes and grievances. This contract shall supercede all previous Department rules and regulations that are in conflict with the provisions contained herein.

b. This Agreement constitutes the total Agreement between the parties and no verbal or written statement by either party shall supercede any of its provisions.

Linden, City of
and
F.M.B.A, local 34

* January 1, 1986 - December 31, 1987

Section 4.

The President and Executive Delegate or the Alternate Executive Delegate of the F.M.B.A. shall be granted leave from duty with full pay to perform the duties of their respective offices.

Section 5.

The President, Executive Delegate and all Delegates elected to represent the F.M.B.A. at their annual Convention shall be granted leave from duty with full pay to attend said Convention.

Section 6.

The Secretary of the F.M.B.A. will be granted time off with pay to attend regular monthly and or special meetings of the F.M.B.A., provided recall of a firefighter is not required to replace the Secretary's absence from duty.

ARTICLE III
ACTING OFFICERS

Section 1.

a. All acting assignments to a Company Officer Classification will be filled by firefighters having completed a minimum of three (3) years credited service in the Department and judged to be qualified by the Chief for such assignments.

b. Firefighters qualified to fill Acting Company Officer assignments will be selected in order of seniority.

c. The Chief will designate a Company Officer in each departmental group on each tour of duty to keep and maintain an individual roster of firefighters, listed in order of their departmental seniority.

d. A firefighter serving in an Acting Company Officer assignment for five (5) cumulative working days, will receive for each day thereafter of such acting work assignment, the authorized salary paid to the replaced Company Officer.

c. Whenever an employee is called back to duty after completion of his regular tour of duty or at any time he is off duty, he shall be paid a minimum of two (2) hours pay at one and one half (1½) times the hourly rate of pay for such assigned duty.

d. In the event the number of working Fire Officers reporting to a given tour of duty is fewer than six (6) but no less than four (4), a Firefighter on said given tour shall fill the vacancy or vacancies one (1) or two (2) on an Acting Fire Officer basis; provided the remaining number of working Firefighters on said tour of duty is no less than thirteen (13).

In the event the number of working Fire Officers reporting to a given tour of duty is fewer than four (4), or fewer than six (6) and the elevation of a Firefighter to acting Fire Officer would cause the remaining number of working Firefighters on said tour of duty to be less than thirteen (13), a Fire Officer shall fill such vacancy or vacancies through regular recall procedure.

e. If the number of Firefighters reporting to a given tour of duty is fewer than thirteen (13), a Firefighter shall fill the vacancy through regular recall procedure.

f. If either or both Fire Alarm Bureau Dispatchers fail to report to a given tour of duty and the number of working Firefighters on said given tour of duty is more than thirteen (13), a Firefighter shall fill either or both vacancies. If either or both Fire Alarm Bureau Dispatchers fails to report to a given tour of duty and the assignment of a Firefighter to the Alarm Bureau would cause the remaining number of working Firefighters to be less than thirteen (13), a Fire Alarm Bureau Dispatcher shall fill either or both vacancies through regular recall procedures.

g. The Fire Officer designated by the Chief on each tour shall establish a roster of the Firefighters in his group on a seniority basis. Whenever overtime work is required, and it is not of an emergent nature as determined by the Chief or Deputy Chief, it shall be rotated amongst employees on the appropriate roster. If a Firefighter refuses an assignment to work overtime,

LENGTH OF SERVICE

DAYS ANNUAL VACATION LEAVE
SHIFT WORKERS

2 through 5 years	8 working days
6 through 9 years	10 working days
10 through 14 years	14 working days
15 through 19 years	16 working days
20 through 24 years	18 working days
25 years and over	22 working days

LENGTH OF SERVICE

DAYS ANNUAL VAC.-DAY WORKERS

2 through 5 years	13 working days
6 through 10 years	15 working days
11 through 15 years	19 working days
16 through 20 years	22 working days
21 through 25 years	24 working days
26 through 30 years	26 working days
31 years and over	31 working days

c. The vacation period for each fiscal year shall be from the first (1st) day of January to the thirty-first (31st) day of December. Earned vacation for less than one (1) year of service shall be granted during the first full fiscal year of employment.

d. During the second full fiscal year of employment and every year of employment thereafter, earned vacation shall be granted in accordance with the schedule listed.

e. After the first full year of employment, the amount of vacation shall be determined by the anniversary date of employment and said vacation shall be granted during the fiscal year of said anniversary date.

f. Firefighters shall be entitled to eight (8) working days vacation during the summer period from June 1st through September 30th of each calendar year, except in an official emergency declared by the Chief of the Department.

A lack of manpower will not constitute an official emergency if the City has not reasonably employed available Firefighter candidates from an official New Jersey Civil Service listing.

d. Qualifications for payment in lieu of said five (5) additional holidays shall be active employment for a minimum of seven (7) calendar weeks in each ten (10) calendar week period of the first fifty (50) calendar weeks of the year.

e. For the purposes of this Agreement, "active employment" shall be defined as any employment that receives an authorized rate of pay.

Section 2. Personal Days:

a. Each Firefighter will receive annually one (1) personal day off in 1986 and two (2) personal days in 1987 with pay equivalent to twelve (12) hours base rate of pay.

b. A Firefighter, at his option, may work the annual personal day off and receive twelve (12) hours base rate of pay in lieu thereof; provided written notice is given to the Chief's Office prior to June 1st of the current year.

c. A personal day off must be taken during the calendar year and scheduled no later than December 1st of said year.

d. With the exception of retirement or death, a Firefighter will be required to have six (6) months of credited service in the applicable calendar year to qualify for a paid personal day off.

ARTICLE VII

Section 1. Sick Leave:

a. Sick leave shall mean paid leave that will be granted to an employee who, through sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position, or who is quarantined by a physician because he has been exposed to a contagious disease.

b. A certificate from the employee's doctor or department physician shall be required as sufficient proof of the need for sick leave for each working day off. A Firefighter may return to work after an illness of one (1) working day without said doctor's certificate but shall be required to sign the duty roster to attest to the fact that he is physically able to

request and presentation of just and valid reasons in the opinion of the Chief. A Firefighter off on family illness shall not be visited by the Deputy Chief for departmental business reasons.

For two (2) or more consecutive work days off, evidence of need for an employee's personal attendance shall be provided in the form of a Doctor's certificate.

For the purpose of this paragraph immediate family shall mean spouse, unwed child, parent or unmarried brother or sister living under the same roof.

e. 1. Upon retirement or layoff, a Firefighter will receive one (1) day of base pay for each three (3) days of unused earned sick leave for the first two hundred and one (201) days of accumulated earned sick leave; and one (1) day of base pay for each two (2) days of unused earned sick leave over and above the first two hundred and one (201) days of accumulated earned sick leave.

2. In no event, however, will a Firefighter receive more than a ten thousand dollar (\$10,000.00) total unused sick leave payment.

3. In the event of death prior to retirement, the Firefighter's heirs or estate will receive the unused sick leave pay earned by the deceased.

4. Any Firefighter who chooses to leave the Department or any Firefighter terminated by the City for reasons other than retirement, illness, injury or layoff, will not be entitled to unused sick leave pay.

5. A day of unused sick leave pay will be calculated by dividing a Firefighters annual base salary by the number two hundred sixty (260).

f. Any Firefighter who has accumulated ninety (90) sick days by 1987 may at his option sell back no more than five (5) of those days to the City. The Firefighter will inform the City Treasurer of this decision no later than October 15th of that year.

military service, and provided he has notified the City of his intent to report for duty thirty (30) days prior to his discharge from military service.

Section 5. Leave of Absence:

a. Leave of absence shall not be granted unless written request is made to the City Council by way of the Fire Chief's recommendation explaining the circumstances for the request, and shall not be granted unless the special circumstances warrant such action.

b. During any leave of absence granted without pay, a Firefighter's seniority will fail to accrue and all other benefits, considerations and entitlements will be suspended, unless superceded by Civil Service Law or Rule or otherwise provided for by State statute.

ARTICLE VIII
WAGES

Section 1. Salary:

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

b. All Firefighters covered by this Agreement shall be paid in accordance with the following schedule:

<u>CLASSIFICATION</u>	<u>EFFECTIVE</u> <u>1/1/86</u>	<u>EFFECTIVE</u> <u>7/1/86</u>	<u>EFFECTIVE</u> <u>1/1/87</u>
Firefighter Class A	\$28,874.00	\$30,024.00	\$31,375.00
Firefighter Class B	\$27,957.00	\$29,107.00	\$30,417.00
Firefighter Class C	\$27,037.00	\$28,187.00	\$29,455.00
Firefighter Class D	\$26,119.00	\$27,269.00	\$28,496.00
Firefighter Class E	\$18,626.00	\$18,626.00	\$19,464.00

c. In the event of the death of a Firefighter, payment of salary shall be made up to and including the day of death, together with any accumulated time which the employee may be entitled for services rendered to the City including sick leave benefits.

preceding January 1st. Longevity for employees entitled theret
for the period of July 1st to December 31st shall commence on t
preceding July 1st.

The longevity shall be calculated based on the salary as
of December 31st of the preceding year.

d. There shall be a twelve hundred dollar (\$1200.00) annual
maximum on the amount of longevity pay received. Leaves of
absence at request of employee shall not be included in
determining length of service.

ARTICLE X GRIEVANCE PROCEDURE

No permanent employee shall be removed, dismissed,
discharged, suspended, fined, reduced in rank, or disciplined in
any other manner except for just cause. If any employee is
disciplined and in the judgement of such employee this action is
taken by the City without just cause, or if any employee or group
of employees feels aggrieved concerning his or their wages,
hours, or conditions which 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
sought as follows:

a. STEP 1:

Within three (3) days of the occurrence of a grievance,
the aggrieved employee, a representative of the F.M.B.A., upon
the request of the aggrieved employee only, and the aggrieved
employee's immediate Commanding Officer shall attempt to resolve
such grievance informally. If said grievance is not resolved
satisfactorily within three (3) days of the meeting, the F.M.B.A.
shall formally notify the Chief of the Department in writing of
the grievance and the desire to pursue said grievance through
Step 2.

A P.E.R.C. appointed arbitrator shall be limited to the interpretation and or the application of the within agreement or any written attachment, amendment, addendum or modification to same, and shall have no power to enlarge upon, reduce, modify or delete any provision thereof.

The decision of P.E.R.C. or P.E.R.C.'s appointed arbitrator shall be final and binding upon the City and the F.M.B.A.

c. The cost of the arbitration shall be born equally by the parties hereto.

ARTICLE XI MISCELLANEOUS

Section 1. Clothing Allowance:

a. As soon as possible, each new member of the Department shall on the date of his hire be outfitted with; a complete uniform which is then being worn by Department personnel and a full issue of standard rubber goods necessary to fight fires. The other seasonal uniform (summer or winter whichever applies) shall be furnished prior to the date of normal department change in uniform.

b. A new member of the Department shall be entitled to one half ($\frac{1}{2}$) the annual clothing credit during the first full fiscal year of his employment. Thereafter the full clothing credit shall apply.

c. All other Firefighters covered by this Agreement except those employees assigned to the Fire Prevention Bureau, shall be entitled to an annual clothing allowance credit of \$400.00. Firefighters assigned to the Fire Prevention Bureau shall be entitled to an annual clothing allowance credit of \$450.00. Said clothing allowance will be paid 100% in cash for 1986 and 50% in cash in 1987. The balance will be applied to the cost of replacing each employee's personal uniform only, and the purchase of same shall be conducted by the City in the usual manner.

d. In addition to the Clothing Allowance, Rubber Goods shall be replaced as needed by the City, except in the event of a Firefighter's negligence.

It is understood that this will not encompass construction, plumbing, electrical, painting, carpentry, masonry, or other such maintenance work and mechanical normally performed by other employees of the City or individual contractors.

Section 7. Immunization:

The Chief of the Fire Department and the F.M.B.A. shall decide what immunization program is to be undertaken, the cost of which shall be borne by the City.

Section 8. Fire Science Program:

a. After one year of continuous service, any Firefighter attending an accredited school to attain an Associate Degree in Fire Science, or a Firefighter required to take similar related courses as a result of his particular assigned position in the Department, shall in addition to his regular annual salary receive eleven (11) dollars per credit or credit equivalent to a maximum of \$1,452.00 annually, and be reimbursed for all tuition and text book costs, upon completing each course with a passing grade of C.

b. Academic Course credits necessary to an Associate Fire Science Degree or similar related courses, shall not be compensated at the \$11.00 per credit rate unless and until a Firefighter has successfully completed a minimum of two (2) basic Fire Science courses.

Section 9. F.M.B.A. Dues Deduction:

a. The City agrees to deduct F.M.B.A. membership dues from the pay of each employee member of the F.M.B.A. once each month. Said membership dues shall be transmitted with a list of employee members to the F.M.B.A. within fifteen (15) calendar days of such deduction.

b. The F.M.B.A. agrees to furnish the City written authorization from each employee member of the F.M.B.A. to effect such dues deduction in a specific dollar amount.

c. The City agrees to deduct eighty-five percent (85%) of established F.M.B.A. membership dues from all non-F.M.B.A. member employees, as provided for under N.J. State Statute, and shall transmit said dues deduction in accordance with paragraph a. hereinabove.

Section 5. Temporary Disability Insurance:

All Firefighters will receive New Jersey State Temporary Disability Insurance as provided for and administered by the N.J. Division of Unemployment and Disability Insurance.

Premium payment of this insurance coverage, a portion paid by each Firefighter, will be programmed annually in accordance with State Division of Temporary Disability directives.

ARTICLE XIII
F.M.B.A. ACTIVITY PROTECTED

Section 1.

Except for the right to strike or to withhold services which are hereby prohibited, all other F.M.B.A. activities are protected, except as such activities are restricted by or are in conflict with other provisions of this Agreement. Nothing shall abridge the right of any duly authorized representative of the F.M.B.A. to present the views of the F.M.B.A. to the citizens of issue which affect the welfare of its members, except by mutual agreement of the parties.

Section 2.

The City will not condone or entertain any outside interference from any other Union or Employee Group without the sanction of the F.M.B.A. as long as this contract in is force.

Section 3.

Firefighters will not be subjected to hardship during any review, inspection or training period.

When the temperature is less than 32 degrees Fahrenheit, or over 90 degrees Fahrenheit, all outside activities will be suspended except recruit training, pre-planned industry training conducted by the Training Division and when members of the Department have been given the opportunity to attend outside demonstrations of Fire Department related functions.

In-service inspections may be held at temperatures between 32 degrees and 90 degrees Fahrenheit.

In the event neither party serves such written notice of desire or intention to terminate, amend, or modify this Agreement on or before aforementioned sixty (60) days prior to expiration of this Agreement, then the duration of this Agreement shall continue for one (1) additional year.

BY: GEORGE HUDAK
GEORGE HUDAK, MAYOR

ATTEST:

VAL D. IMBRIACO
CITY CLERK, VAL D. IMBRIACO

FIREMEN'S MUTUAL BENEVOLENT ASSOC.

Richard A. Fingerlin
BY: PRESIDENT

ATTEST:

William R. Dougherty
BY: SECRETARY

Certified to be a true and exact copy.

Val D. Imbriaco
City Clerk, City of Linden, N. J.

Date: 10/28/86