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INDEX

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Page No.

ARTICLE I	RECOGNITION AND AREA OF NEGOTIATION Recognition Areas of Negotiation	1 1 1
ARTICLE II	F.M.B.A. GOOD AND WELFARE COMMITTEE ITS RIGHTS AND DUTIES	2
ARTICLE III	ACTING OFFICERS	3
ARTICLE IV	HOURS OF WORK Overtime	4 4-5-6
ARTICLE V	VACATION	6-7
ARTICLE VI	HOLIDAYS	7
ARTICLE VII	LEAVE Sick Leave Leave of Absence as a Result of Injury in Line of Duty Leave because of Death in Immediate Family Military Leave Leave of Absence	7 7-8-9 9 9 9-10 10
ARTICLE VIII	WAGES Salary Pay Scale Salary Increments	LIBRARY Insurance Management and Officers 1991 11 11 11 12
ARTICLE IX	LONGEVITY	RUTGERS UNIVERSITY 13
ARTICLE X	GRIEVANCE PROCEDURE	13-14
ARTICLE XI	MISCELLANEOUS Clothing Allowance Emergency Meals Outside Employment In case of Death of an Active Fireman Duties Immunization Fire Science Program	15 15 15 15 16 16 16 16
ARTICLE XII	INSURANCE Health Insurance Life Insurance Workmen's Compensation Insurance Automobile Liability Insurance	16 16-17 17 17 18
ARTICLE XIII	F.M.B.A. ACTIVITY PROTECTED	18
ARTICLE XIV	PRIOR PRACTICES	18-19
ARTICLE XV	DURATION	19
	ADDENDUM TO AGREEMENT	20

AGREEMENT

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

PREAMBLE

This Agreement, effective the first day of January, 1977, and until December 31st, 1978, 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 1

RECOGNITION AND AREA OF NEGOTIATION

Section 1 - Recognition

The City hereby recognizes the F.M.B.A. as the exclusive representative and bargaining agent for the bargaining unit consisting of all uniformed fire personnel and the Bureau of Alarms Fire Signal System Superintendent, and Assistant Fire Signal System Superintendent within the Linden Fire Dept.

Section 2 - Areas of Negotiation

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.

ARTICLE 11

F.M.B.A. GOOD AND WELFARE COMMITTEE - ITS RIGHTS AND DUTIES

Section 1

Members of the F.M.B.A. Good and Welfare Committee are designated as the F.M.B.A. Negotiating Committee. These members, seven (7) in number, shall be granted leave from duty with full pay for all meetings between the City and the F.M.B.A. 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.

Section 2

The F.M.B.A. Grievance Committee, seven (7) in number, shall be granted leave with full pay for all meetings between the City and The F.M.B.A. for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 3

The executive Delegate or the Alternate State Delegate of the F.M.B.A. shall be granted leave from duty with full pay for all meetings of the State F.M.B.A. and Regional F.M.B.A. meetings and all membership meetings of the State F.M.B.A. when such meetings take place at a time when such officer is scheduled to be on duty. The Alternate State Delegate will replace the State Delegate in case of personal sickness or death in the family.

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.

ARTICLE 111
ACTING OFFICERS

Section 1

a. In the event a Captain or Firefighter serves in an acting capacity initially for 14 working days, which number of days shall be cumulative, he shall receive the salary authorized for said rank for each day thereafter he serves in such acting capacity.

b. The Officer-in-charge of each group on each tour shall keep a roster of employees on the basis of seniority. This shall be a rotating list of all first class firefighters. All acting assignments in the classification of Captain shall be offered on such list, provided such employees are qualified for such assignments in the judgment of the Chief

c. In the event of a vacancy in the rank of Chief, A Deputy Chief will be advanced to the position of Chief at no added compensation.

In the event of a vacancy in the rank of Deputy Chief, or Captain, a qualified Captain or Firefighter First Class in the judgement of the Chief shall be elevated to fill the respective vacancy.

Payment for work performed at a higher rank shall be at the base hourly rate of that particular rank provided the employee qualifies for such payment.

d. In the event a vacancy exists within the Department because of termination of employment, including resignation, retirement, or death, the City agrees to fill such vacancy as quickly as possible.

e. It is agreed that the Lieutenant rank will not be filled during the term of the within agreement. If a vacancy occurs in the rank of Captain a qualified First Class Firefighter shall be promoted to fill the vacancy.

ARTICLE IV

Section 1 - Hours of work

a. The work week for all employees 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 (2) days of eleven (11) hours each (7 A.M. to 6 P.M.), followed by forty-eight (48) hours off, followed by two (2) nights of thirteen (13) hours each (6 P.M. to 7 A.M.) followed by seventy-two (72) hours off.

b. Permission to be relieved one hour earlier prior to completion of each tour may be granted upon notification to the Captain in charge. Permission may also be granted to be relieved two hours earlier on all holidays. It is understood that anyone relieving at an earlier hour will not be entitled to additional compensation of any kind.

Any firefighter that has reported for duty, if ordered by an Officer to report to a Firehouse other than the Firehouse he is normally assigned to, shall be considered on duty from the time of the order.

Section 2 - Overtime

a. Whenever an employee works in excess of his regularly assigned work week or work schedule, as provided for in Section 1 of Article IV, in addition to any other benefits to which he may be entitled, he shall be paid for such overtime work at one and one half ($1\frac{1}{2}$) times his hourly rate for the first eight (8) hours of work including longevity which he receives for his regularly assigned duty. An employee may in lieu of overtime payment, choose compensatory time off provided he shall notify the Chief of the Department within five (5) days, and if in the opinion of the Chief, such time off would not adversely effect the operation of the Fire Department.

b. Any time a member of the Fire Department is held over after his regular tour of duty; and, if he should be held over for less than two (2) hours he shall be paid for two (2) hours at one and a half ($1\frac{1}{2}$) times his hourly rate.

ARTICLE IV Continued

Section 2

c. All firefighters shall be required to work a minimum of two (2) non emergency overtime shifts each year. Whenever overtime work is required it shall be rotated among Firefighters on the appropriate roster. If a man has worked one non-emergency shift, he will not be called until all eligible men available have filled one mandatory overtime shift.

d. Whenever an employee is called back to work after completion of his regular tour of duty, he shall be paid a minimum of two (2) hours pay at $1\frac{1}{2}$ times his regular hourly rate or compensatory time off at his option.

e. In the event that overtime is required in any firehouse, it shall be worked by a firefighter of the same rank as may be required to bring any company up to minimal manpower strength allowed. For Example: If a Captain reports off duty and a Captain is required for minimal manpower strength, a Captain shall work the overtime shift. If however, a Captain reports off duty and a Fireman (First Class) will be sufficient for minimal manpower strength, a Fireman (First Class) may work the overtime shift.

In the event that overtime is required in the Alarm Bureau, such overtime shall be performed by Alarm Bureau personnel if the shift is at minimal manpower strength when such overtime is required.

f. For the purposes of this section the term "report off duty" shall mean and include not reporting for duty on account of sick leave, personal illness or emergency.

g. The Officer in Charge of Headquarters on each tour shall establish a roster of the employees in his group for each classification or rank, i.e., Officer or Fireman 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 an employee refuses an assignment to work overtime, he shall be considered as having worked such overtime assignment for the purpose of maintaining a proper order of rotation for future assignments.

ARTICLE IV Continued

Section 2

h. For purposes of overtime work under this article, any employee when serving in an acting capacity in a higher rank or classification shall be considered as holding such rank and shall be compensated accordingly. As per Article 3, Section 1-a.

ARTICLE V

VACATION

Section 1

a. Vacations are to be granted in accordance with the following scale based on the established annual salary pay rates.

<u>Length of Service</u>	<u>Days Annual Vacation Leave</u>
	<u>Shift Workers</u>
1 thru 9 yrs.	8 working days
10 thru 19 yrs.	12 working days
20 thru 29 yrs.	16 working days
30 and over	20 working days
	<u>Others</u>
1 thru 5 yrs.	12 working days
6 thru 10 yrs.	13 working days
11 thru 15 yrs.	17 working days
16 thru 20 yrs.	20 working days
21 thru 25 yrs.	23 working days
26 thru 30 yrs.	25 working days
30 and over	30 working days

For less than one year of service two (2) days vacation to be granted for every quarter worked.

b. 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.

c. 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 above.

d. 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.

e. Firemen shall be entitled to eight (8) working days vacation during the summer period from June through September of any calendar year.

ARTICLE V - Continued

f. Vacation time shall not be carried over to the following year unless personal illness or accident prevents a Firefighter from so doing or special permission is granted by the Chief of the Department.

ARTICLE VI

Section 1 - Holidays

a. Firemen shall receive nine (9) working days off annually in lieu of all official holidays, all of which shall be the choice of the individual fireman subject only to the approval of the dates by the Fire Chief. Five (5) of said nine (9) working days shall be selected by March 15, and taken no later than June 15th of each year. All days off granted in lieu of holidays must be taken in the current year.

b. Each firefighter may work at his option two (2) of the nine (9) paid holidays for which he presently received time off, provided he gives written notice to the Chief no later than March 1st. of any given year. Payment for holidays worked will be at the same rate of pay as presently in effect for the three (3) paid holidays granted annually to all Firefighters described in paragraph "c" below.

c. All uniform personnel of the Linden Fire Department shall receive annually 12 hours base rate of pay each in lieu of time off for three (3) additional holidays. One holiday payable prior to July 1st and two holidays payable prior to December 31st.

d. Qualifications for payment in lieu of said 3 additional holidays shall be: active employment for at least 3 months of each 4 consecutive month period (January through April, May through August and September through December) in each fiscal year.

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.

ARTICLE VII - Continued

b. A certificate from the employee's doctor or department physician shall be required as sufficient proof of the need for sick leave after one (1) working day. 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 perform his assigned duties. In no event shall a firefighter be allowed to return to work without said doctor's certificate if he has reported off because of illness for a period of two (2) or more working days.

c. All members of the Fire Department are entitled to fifteen (15) working days of sick leave per year cumulatively. IN THE CASE WHERE cumulative sick leave has been exhausted, the City Council may, upon receiving request for extended sick leave from the office of the Chief, grant additional sick leave of one calendar year or less, as may be required, in accordance with N.J.S.A. 40:11-9. The determination for the amount of additional leave to be granted shall be based solely on medical reports received by the City Council. The request for additional sick leave, as set forth herein, shall be made in ninety (90) day intervals during the first calendar year when such leave is applicable.

d. Accumulated sick leave of no more than four (4) days per year shall be used by a firefighter for personal time off taken to attend a member of his immediate family who due to quarantine restrictions, pregnancy or disabling illness or injury, requires such attendance. The Chief of the Department may at his discretion, grant a Firefighter more than four (4) days of accumulated sick leave for personal time off upon a request and presentation of just and valid reasons in the opinion of the Chief. A firefighter off on personal days shall not be visited by the Deputy Chief for departmental business reasons.

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

ARTICLE VII - Continued

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. Each member or his heirs, executors or administrators shall be granted one (1) day of base pay for each three (3) days of unused sick leave upon retirement from the department or death. Such sick leave payment shall be in one lump sum payment but in no case shall exceed a total amount of eight (8) thousand dollars (\$8,000.).

Section 2 - Leave of Absence as a Result of Injury in Line of Duty

a. When a Fireman is injured in the line of duty, the City Council shall pursuant to R.S. 40:11-9, pass a resolution giving the employee up to one year's leave of absence with pay; said leave shall be granted in units of thirty (30) days at one time. When such action is taken, the employee shall not be charged any sick leave for time lost to such injury.

Section 3 - Leave because of Death in Immediate Family

Leave with pay shall be granted to an employee in the event of death in his immediate family. The leave shall terminate the day following the funeral. The term "immediate family" for the purpose of this subsection shall include:

- a. The employee's spouse, child, parent, brother or sister.
- b. The child, parent, brother or sister of his spouse.
- c. A relative living under the same roof.

In the event of death of an aunt, uncle, or grandparent of a fireman, he shall be given one day off with pay, that is the day of the funeral.

Section 4 - Military Leave

a. Any employee who is a member of the National Guard, Naval Militia, Air National Guard or a reserve component of any of the Armed Forces of the United States and is required to engage in field training, shall be granted leave for such training as is authorized by law. This paid leave of absence shall be in addition to his vacation.

ARTICLE VII - Continued

b. Any Fireman who has been called to active duty or inducted into the military or naval forces of the United States, shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and the City shall make pension payments required during said leave. Each employee must be reinstated without loss of privileges or seniority provided he reports for duty with the City within sixty (60) days following his honorable discharge or separation from 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

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.

ARTICLE VIII

WAGES

Section 1 - Salary

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

b. Salaries of all employees of the Fire Department are set forth in Schedule A and made a part hereof and shall be retroactive as of January 1, 1977.

PAY SCALE

JANUARY 1 1977

Firefighter Class A	\$15,120.00
Firefighter Class B	14,620.00
Firefighter Class C	14,120.00
Firefighter Class D	13,620.00
Firefighter Class E	12,300.00
Fire Lieutenant 1st.	16,336.00
Fire Captain 1st.	18,120.00
Deputy Fire Chief 1st.	21,002.00
Fire Signal System Supt. Class A	19,534.00
Fire Signal System Supt. Class B	18,976.00
Fire Signal System Supt. Class C	18,417.00
Fire Signal System Supt. Class D	17,858.00
Fire Signal System Supt. Class E	17,300.00
Ass't. Fire Signal Supt. Class A	16,046.00
Ass't. Fire Signal Supt. Class B	15,524.00
Ass't. Fire Signal Supt. Class C	15,002.00
Ass't. Fire Signal Supt. Class D	14,481.00
Ass't. Fire Signal Supt. Class E	13,960.00

c. In the event of the death of a Fireman, 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.

Firemen assigned to the Bureau of Combustibles shall receive an additional salary as set forth opposite the title of the assignment: Assistant Inspector, Bureau of Combustibles \$400.00.

d. All increments for employees entitled thereto between the period of January 1st and June 20th shall commence on the preceding January 1st. Increments for employees entitled thereto for the period July 1st to December 31st shall commence on the preceding July 1st.

ARTICLE VIII - Continued

Section 2 Salary Increments

Any person employed in the capacity or the rank of Firefighter in the regular Fire Department or who shall receive appointment after final adoption of this Agreement shall be paid during the first year of such employment at the minimum of the salary range provided for his respective position as set forth in this Agreement. After having completed the first year of creditable salary service, he shall receive a salary increment, and each year thereafter, until he shall obtain the maximum salary for that position as set forth in the salary schedule contained herein.

ARTICLE IX

LONGEVITY

Section 1

a. All the employees of the Fire Department covered by the within agreement shall be entitled to and paid Longevity pay provided they were appointed to the Fire Department prior to January 1, 1975. Anyone appointed to the Fire Department or employed in any work assignment connected with the Fire Department after December 31, 1974 shall not be entitled to Longevity pay.

b. Each classified employee who shall have completed more than five (5) years but less than ten (10) years of consecutive service shall be entitled to a longevity payment of 2% of his salary.

More than 10 years but less than 15 years	4%
More than 15 years but less than 20 years	6%
More than 20 years but less than 25 years	8%
More than 25 years	10%

c. Longevity for employees entitled thereto between the period of January 1st and June 30th shall commence on the preceding January 1st. Longevity for employees entitled thereto for the period of July 1st to December 31st shall commence on the 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) 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 judgment 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

ARTICLE X - Continued

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. In the event a grievance occurs, the aggrieved individual may at his option, contact a House Steward immediately, who shall be provided time off from duty if he is working, to try to settle the grievance on an informal level. In the event a grievance cannot be resolved on an informal level, the aggrieved individual may submit a grievance in writing to the F.M.B.A. Good and Welfare Committee which shall be reviewed by the Committee and may be submitted in writing to the Chief of the Department within ten (10) days of the occurrence or event giving rise to the grievance. Within five (5) days after said Chief receives such grievance, the Chief shall arrange to and meet with the representatives of the F.M.B.A. for the purpose of adjusting or resolving such grievances.

b. If such grievance is not resolved to the satisfaction of the F.M.B.A. by the Chief within five (5) days after such meeting, the F.M.B.A. may present such grievance in writing within seven (7) days thereafter to the Fire Committee. Within twenty (20) days after said Fire Committee receives such grievance, the City shall arrange to and meet with the representatives of the F.M.B.A. for the purpose of adjusting or resolving such grievance. The Fire Committee, in making its determination shall hold a hearing in which all interested parties may be heard. Within ten (10) days after the meeting, the Fire Committee shall advise the F.M.B.A. of their decision in writing.

c. If an impasse is reached on any grievance covering the within agreement, other than salaries, said grievance may be submitted to New Jersey Public Employee Relations Commission for arbitration by either party. The decision of PERC shall be binding upon both parties.

ARTICLE XI
MISCELLANEOUS

Section 1 - Clothing Allowance

a. 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 employees of the Fire Department covered by this agreement shall be entitled to an annual clothing credit of one hundred fifty dollars (\$150.00) for replacement of uniforms for each employee's personal use only which shall be purchased by the City in the usual manner.

d. Each Firefighter shall receive one hundred dollars (\$100.00) annually for the maintenance of clothing. Such payment shall be made on or before December 1st, each year.

e. Existing Rubber Goods shall be provided by the City of Linden in addition to the Clothing Allowance.

f. Evidence of need for replacement of all items of clothing or equipment requested by an employee shall be furnished upon demand of the Chief of the Department.

Section 2 - Emergency Meals

The City agrees to feed employees of the Fire Department who are working emergency overtime for any period which exceed four (4) hours. The cost of each overtime meal is not to exceed \$3.50.

Section 3 - Outside Employment

Firemen may accept outside employment or engage in any outside business activities, providing that such outside employment will not interfere with the employee's performance of his duties, and that he will not enter into work contracts or submit bids on public jobs.

ARTICLE XI - Continued

Section 4 - In case of Death of an Active Fireman

In case of death of an active Fireman laid out in uniform, and on request of the family for an honor guard, it will be provided by the Fire Department.

Section 5 - Duties

Employees may be assigned to perform any duties related to fire-fighting, fire prevention, rescue, salvage, overhaul work, care and maintenance of fire fighting equipment and apparatus, and minor maintenance and housekeeping of Fire House.

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

Section 6 - 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 7 - Fire Science Program

Any Firefighter attending school to attain an Associate Degree in Fire Science, shall in addition to his regular salary receive seven dollars and fifty cents (\$7.50) per credit and be reimbursed for all tuition and book costs, upon satisfactory completion of each course.

ARTICLE XII

INSURANCE

Section 1 - Health Insurance

a. All employees of the Fire Department covered by this Agreement, and their families shall be entitled to full coverage of the "750 Series" Blue Cross and Blue Shield Hospitalization plans and Major Medical benefits including Rider "J" plan of the New Jersey Blue Cross, the premiums of which shall be paid for by the City.

Additionally, effective January 1, 1977 the City shall provide

ARTICLE XII - Continued

and pay for the aforementioned benefits or substantially similar benefits available through some other insurance carrier for those employees retiring on or after January 1, 1977, provided:

(1) that said employees retire with twenty-five (25) years of service with the City or with an eligible disability; (2) that such coverage shall be made available to said employees only for the ten (10) year period between the ages of fifty-five (55) through sixty-five (65); (3) that the implementation of such coverage will not adversely affect the City's continuation of its present Blue Cross-Blue Shield, Rider "J", and Major Medical coverage through the State Plan; and (4) that the City shall not be compelled to grant these benefits to any other retiring employee of the City.

b. If the aforementioned health benefits are not implemented by December 31, 1977, the City of Linden agrees to initiate such similar benefits covered by the New Jersey Health Benefits Program through the adoption of Chapter 88, Public Laws of 1974 effective January 1, 1978.

c. Starting July 1, 1977 a Dental Plan to take effect with one-half ($\frac{1}{2}$) the premium to be paid by the City of Linden and one-half ($\frac{1}{2}$) the premium to be paid by the Firefighter. On January 1, 1978 the entire premium will be paid by the City of Linden exclusive of premium increase over 1977 rates.

Section 2 - Life Insurance

The City shall assume the full cost of life insurance for each employee of the Fire Department equal to his base annual salary to a maximum coverage of \$12,500.00.

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. Employees shall return to the City of Linden all temporary disability benefits which the said employees received for that period of time that the employee was receiving full pay from the City.

ARTICLE XII - Continued

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 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 issues 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 is in force.

Section 3

Firefighters will not be subjected to any hardship during any review, inspection or training period. When the temperature goes below 32 Degrees Fahrenheit or above 85 Degrees Fahrenheit, there will be no outside training except for recruit training and emergency situations. In Service Inspections may be held from 32 Degree Fahrenheit to 85 Degrees Fahrenheit.

ARTICLE XIV

PRIOR PRACTICES

Section 1

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

ARTICLE XIV - Continued

but not limited to any rights, benefits and privileges bestowed on the employees by laws of the United States, laws of New Jersey, Civil Service Laws of New Jersey or City Ordinances of Linden.

Section 2

All powers, duties and responsibilities which the Mayor, Governing Body and Chief of the Department has prior to the signing of this Agreement shall continue to be retained by them, except insofar as specifically limited by this Agreement, and then only insofar as such limitations are legal.

ARTICLE XV

DURATION

The duration of this Agreement shall extend through December 31st, 1978. Either party wishing to terminate, amend, or modify such contract must so notify the other party in writing no more than ninety (90) days nor less than sixty (60) days prior to such expiration date. Within fifteen (15) days of the receipt of notification by either party, a conference shall be held between the City and the F.M.B.A. Negotiating Committee for the purpose of such Agreement, modification or termination.

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.

CITY OF LINDEN

BY: John T. Gregorio
John T. Gregorio, Mayor

ATTEST
Henry J. Baran
Henry Baran, City Clerk

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
BY: Vincent Hoetting
Vincent Hoetting, President

ATTEST
Thomas Caverly
Thomas Caverly, Secretary, FMBA

ADDENDUM TO AGREEMENT

BETWEEN THE CITY OF LINDEN AND F.M.B.A. LOCAL 34

Dated:

1. All permanent vacancies in the rank of Captain shall be filled from a current Civil Service listing of eligible First Class Firefighters.
2. A maximum of six (6) Firefighters other than Deputy Chiefs shall be scheduled for time off during the course of the year other than the summer vacation period. During the summer vacation period the maximum number of Firefighters scheduled for time off shall be five (5).
3. A review of the temperature maximum for in service inspections relative to the possible efficiency impairment of such inspections shall take place during December of 1977. Also, the mutual agreement between the Chief and F.M.B.A. that five (5) holidays will be used before the summer vacation period. Participants in such review shall be composed of the Chief, The City Council Fire Committee and members of the F.M.B.A. Good and Welfare Committee.
4. In the event the position of Civilian Assistant Alarm Bureau Dispatcher is created and filled by the City, such position shall not be considered a part of the F.M.B.A. bargaining unit.
5. The City agrees to negotiate a new salary schedule only, for 1978, the 2nd. year of this contract.

CITY OF LINDEN

BY:

John F. Gregorio, Mayor

ATTEST

Henry J. Baran
Henry Baran, City Clerk

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

Vincent J. Hoefling, President
BY: Vincent Hoefling, President

ATTEST

Thomas Caverly
Thomas Caverly, Secretary, FMBA

*F.M.B.A. file
City Clerk's office*

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ADDENDUM TO AGREEMENT BETWEEN THE CITY OF LINDEN AND THE FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL #34, ALSO REFERRED TO AS "F.M.B.A."

WHEREAS, the City of Linden and the Firemen's Mutual Benevolent Association, Local #34, also referred to as the "F.M.B.A.", have reached an agreement relative to rates of pay and wages for the years 1978 and 1979; and

WHEREAS, the remaining provisions of the existing agreement between the said parties for the years 1977 and 1978 will remain in full force and effect for the years 1978 and 1979, except as modified by the new rates of pay and wages for the years 1978 and 1979;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LINDEN that the Mayor and City Clerk are hereby authorized to execute the above mentioned addendum to agreement.

PASSED: MAY 16 1978 1978

EDWARD MURAWSKI
President of Council

APPROVED: MAY 17 1978 1978

John P. Higgins
Mayor

ATTEST:

VAL D. IMBRIACO
City Clerk

Chaplin
own ends
\$7000 plus

1976 15th

1977 - Jan 1, '78 - July 1, '78 - Jan 1, '79

Inter Class A	15,120	16,027	16,481	17,799
" B	14,620	15,497	15,936	17,211
" C	14,120	14,967	15,391	16,622
" D	13,620	14,437	14,846	16,034
" E	12,300	12,300	12,300	16,033

ASPER 10221 JAN, 1979
(5/1/78) MIN \$12,792

12,792
12,792
12,792
12,792
12,792

Lieutenant	16,336	17,316	17,806	19,230
1977 Police	18,794	19,922	20,467	22,126
Party	21,002.00 + 500	22,792.00	23,437	25,312

Fire Sigs Sgt A	19,534	20,706	21,292	22,995
" B	18,976	20,115	20,684	22,339
" C	18,417	19,522	20,075	21,681
" D	17,858	18,929	19,465	21,022
" E	17,300	18,338	18,857	20,366

Fire Sigs Sgt A	16,046	17,009	17,490	18,889
B	15,524	16,455	16,921	18,275
C	15,002	15,902	16,352	17,660
D	14,481	15,350	15,784	17,047
E	13,960	14,798	15,217	16,434

require 6% on 1977 base for new January 1978 salary
 require 3% on 1977 base odd rounded figure to January 1978 salary for July 1978 Salary
 require 2% on July 1978 base for new January 1979 base



City Attorney

A RESOLUTION AUTHORIZING THE EXECUTION
OF AN ADDENDUM TO AGREEMENT BETWEEN THE
CITY OF LINDEN AND THE FIREMEN'S MUTUAL
BENEVOLENT ASSOCIATION, LOCAL #34, ALSO
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PASSED: MAY 16 1978 1978

EDWARD MURAWSKI

President of Council

APPROVED: MAY 17 1978 1978

John. Lyons

Mayor

ATTEST:

VAL D. IMBRIACO

City Clerk

ADDENDUM NO. 2 TO AGREEMENT
BETWEEN THE CITY OF LINDEN AND F.M.B.A. LOCAL # 34
FOR 1977 - 1978

1. Final agreement reached between the City of Linden and F.M.B.A. Local #34, relative to rates of pay and wages.

The following wage increases:

Effective January 1, 1978 - 6%

" July 1, 1978 - 3%

" January 1, 1979 - 8%

(See schedule attached hereto and made a part hereof)

2. The existing agreement of 1977 - 1978 will be extended for an additional year, until December 31, 1979. All remaining provisions will remain in full force and effect except as modified by the new rates of pay and wages for the year 1978 and 1979.

Val D. Sabrisco

Thomas Caverly

Sec.

CITY OF LINDEN

John M. Lypert

F.M.B.A.

Wm. J. Dwyer

Pres.

Chief has his
town ordinance
\$1,000 plus 7%

F.M.B.A. ✓

6%

8%

1977 - Jan 1, '78 - July 1, '78 - Jan 1 '79

Police Class A	15,120	16,027	16,481	17,799
" B	14,620	15,497	15,936	17,211
" C	14,120	14,967	15,391	16,622
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				12,792
Lieutenant	16,336	17,316	17,806	19,230
1977 Police Lieutenant	18,795	19,923	20,487	22,126
18,795	18,120	19,922	20,486	22,125
21,000 + 500	22,792 + 500	23,437	25,312	
Sig Syst Sgt A	19,534	20,706	21,292	22,995
" B	18,976	20,115	20,684	22,339
" C	18,417	19,522	20,075	21,681
" D	17,858	18,929	19,465	21,022
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E	13,960	14,798	15,217	16,434

ASPER 10221 JAN, 1979
(5/1/78) MIN 5/12/792

5/12/78
11/79

figure 6% on 1977 base for new January 1978 salary
figure 3% on 1977 base add rounded figure to January 1978 salary for July 1978 Salary
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Val D. Sabriano

Thomas Caverly
Sec.

CITY OF LINDEN

John M. Higgins
F.M.B.A.

Wm. J. Fogarty
Pres.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ADDENDUM TO AGREEMENT BETWEEN THE CITY OF LINDEN AND THE FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL #34, ALSO REFERRED TO AS "F.M.B.A."

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PASSED: MAY 16 1978 1978

EDWARD MURAWSKI
President of Council

APPROVED: MAY 17 1978 1978

John T. Lyons
Mayor

ATTEST:

VAL D. IMBRIACO
City Clerk

THIS DOES NOT
CIRCULATE

INDEX

F.M.B.A.

Page No

*Original
1/1/1977
1978*

ARTICLE I	RECOGNITION AND AREA OF NEGOTIATION Recognition Areas of Negotiation	1 1 1
ARTICLE II	F.M.B.A. GOOD AND WELFARE COMMITTEE ITS RIGHTS AND DUTIES	2
ARTICLE III	ACTING OFFICERS	3
ARTICLE IV	HOURS OF WORK Overtime	4 4-5-6
ARTICLE V	VACATION	6-7
ARTICLE VI	HOLIDAYS	7
ARTICLE VII	LEAVE Sick Leave Leave of Absence as a Result of Injury in Line of Duty Leave because of Death in Immediate Family Military Leave Leave of Absence	7 7-8-9 9 9 9-10 10
ARTICLE VIII	WAGES Salary Pay Scale Salary Increments	11 11 11 12
ARTICLE IX	LONGEVITY	13
ARTICLE X	GRIEVANCE PROCEDURE	13-14
ARTICLE XI	MISCELLANEOUS Clothing Allowance Emergency Meals Outside Employment In case of Death of an Active Fireman Duties Immunization Fire Science Program	15 15 15 15 16 16 16 16
ARTICLE XII	INSURANCE Health Insurance Life Insurance Workmen's Compensation Insurance Automobile Liability Insurance	16 16-17 17 17 18
ARTICLE XIII	F.M.B.A. ACTIVITY PROTECTED	18
ARTICLE XIV	PRIOR PRACTICES	18-19
ARTICLE XV	DURATION	19
	ADDENDUM TO AGREEMENT	20

L I O R I T
Institute of
Labor

1979

RUTGERS UNIVERSITY

ADDENDUM NO. 2 TO AGREEMENT
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FOR 1977 - 1978

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Val D. Ambrosio

Thomas Caverly
Sec.

CITY OF LINDEN

John M. Higgins
F.M.B.A.

Walter J. Higgins
Pres.

Chief has his own ordinance \$1000 plus 11%

F.M.P.A. ✓

1977 - Jan 1, '78 - July 1, '78 - Jan 1, '79

Class A	15,120	16,027	16,481	17,799
" B	14,620	15,497	15,936	17,211
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ASPER FORZAN JAN. 1979 (5/1/78) MIN \$12,792

12/792
49,284
3/12/78
11/77

Lieutenant	16,336	17,316	17,806	19,230
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1977 Police Lieutenant	18,795	19,922	20,461	22,126
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Station	18,120	19,922	20,461	22,125
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Deputy	21,000.00 + 500	22,792.00	23,437	25,312
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Genl Syst Sgt A	19,534	20,706	21,292	22,995
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" " B	18,976	20,115	20,684	22,339
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" " C	18,417	19,522	20,075	21,681
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Figure 6% on 1977 base for new January 1978 salary
 Figure 3% on 1977 base add rounded figure to previous 1978 salary for July 1978 Salary
 Figure 8% on July 1978 base for new January 1979 base

AGREEMENT

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

PREAMBLE

This Agreement, effective the first day of January, 1977, and until December 31st, 1978, 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 1

RECOGNITION AND AREA OF NEGOTIATION

Section 1 - Recognition

The City hereby recognizes the F.M.B.A. as the exclusive representative and bargaining agent for the bargaining unit consisting of all uniformed fire personnel and the Bureau of Alarms Fire Signal System Superintendent, and Assistant Fire Signal System Superintendent within the Linden Fire Dept.

Section 2 - Areas of Negotiation

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.

F.M.B.A. GOOD AND WELFARE COMMITTEE - ITS RIGHTS AND DUTIES

Section 1

Members of the F.M.B.A. Good and Welfare Committee are designated as the F.M.B.A. Negotiating Committee. These members, seven (7) in number, shall be granted leave from duty with full pay for all meetings between the City and the F.M.B.A. 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.

Section 2

The F.M.B.A. Grievance Committee, seven (7) in number, shall be granted leave with full pay for all meetings between the City and The F.M.B.A. for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 3

The executive Delegate or the Alternate State Delegate of the F.M.B.A. shall be granted leave from duty with full pay for all meetings of the State F.M.B.A. and Regional F.M.B.A. meetings and all membership meetings of the State F.M.B.A. when such meetings take place at a time when such officer is scheduled to be on duty. The Alternate State Delegate will replace the State Delegate in case of personal sickness or death in the family.

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.

ARTICLE III
ACTING OFFICERS

Section 1

a. In the event a Captain or Firefighter serves in an acting capacity initially for 14 working days, which number of days shall be cumulative, he shall receive the salary authorized for said rank for each day thereafter he serves in such acting capacity.

b. The Officer-in-charge of each group on each tour shall keep a roster of employees on the basis of seniority. This shall be a rotating list of all first class firefighters. All acting assignments in the classification of Captain shall be offered on such list, provided such employees are qualified for such assignments in the judgment of the Chief

c. In the event of a vacancy in the rank of Chief, A Deputy Chief will be advanced to the position of Chief at no added compensation.

In the event of a vacancy in the rank of Deputy Chief, or Captain, a qualified Captain or Firefighter First Class in the judgement of the Chief shall be elevated to fill the respective vacancy.

Payment for work performed at a higher rank shall be at the base hourly rate of that particular rank provided the employee qualifies for such payment.

d. In the event a vacancy exists withing the Department because of termination of employment, including resignation, retirement, or death, the City agrees to fill such vacancy as quickly as possible.

e. It is agreed that the Lieutenant rank will not be filled during the term of the within agreement. If a vacancy occurs in the rank of Captain a qualified First Class Firefighter shall be promoted to fill the vacancy.

ARTICLE IV

Section 1 - Hours of work

a. The work week for all employees 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 (2) days of eleven (11) hours each (7 A.M. to 6 P.M.), followed by forty-eight (48) hours off, followed by two (2) nights of thirteen (13) hours each (6 P.M. to 7 A.M.) followed by seventy-two (72) hours off.

b. Permission to be relieved one hour earlier prior to completion of each tour may be granted upon notification to the Captain in charge. Permission may also be granted to be relieved two hours earlier on all holidays. It is understood that anyone relieving at an earlier hour will not be entitled to additional compensation of any kind.

Any firefighter that has reported for duty, if ordered by an Officer to report to a Firehouse other than the Firehouse he is normally assigned to, shall be considered on duty from the time of the order.

Section 2 - Overtime

a. Whenever an employee works in excess of his regularly assigned work week or work schedule, as provided for in Section 1 of Article IV, in addition to any other benefits to which he may be entitled, he shall be paid for such overtime work at one and one half ($1\frac{1}{2}$) times his hourly rate for the first eight (8) hours of work including longevity which he receives for his regularly assigned duty. An employee may in lieu of overtime payment, choose compensatory time off provided he shall notify the Chief of the Department within five (5) days, and if in the opinion of the Chief, such time off would not adversely effect the operation of the Fire Department.

b. Any time a member of the Fire Department is held over after his regular tour of duty; and, if he should be held over for less than two (2) hours he shall be paid for two (2) hours at one and a half ($1\frac{1}{2}$) times his hourly rate.

ARTICLE IV Continued

Section 2

c. All firefighters shall be required to work a minimum of two (2) non emergency overtime shifts each year. Whenever overtime work is required it shall be rotated among Firefighters on the appropriate roster. If a man has worked one non-emergency shift, he will not be called until all eligible men available have filled one mandatory overtime shift.

d. Whenever an employee is called back to work after completion of his regular tour of duty, he shall be paid a minimum of two (2) hours pay at 1½ times his regular hourly rate or compensatory time off at his option.

e. In the event that overtime is required in any firehouse, it shall be worked by a firefighter of the same rank as may be required to bring any company up to minimal manpower strength allowed. For Example: If a Captain reports off duty and a Captain is required for minimal manpower strength, a Captain shall work the overtime shift. If however, a Captain reports off duty and a Fireman (First Class) will be sufficient for minimal manpower strength, a Fireman (First Class) may work the overtime shift.

In the event that overtime is required in the Alarm Bureau, such overtime shall be performed by Alarm Bureau personnel if the shift is at minimal manpower strength when such overtime is required.

f. For the purposes of this section the term "report off duty" shall mean and include not reporting for duty on account of sick leave, personal illness or emergency.

g. The Officer in Charge of Headquarters on each tour shall establish a roster of the employees in his group for each classification or rank, i.e., Officer or Fireman 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 an employee refuses an assignment to work overtime, he shall be considered as having worked such overtime assignment for the purpose of maintaining a proper order of rotation for future assignments.

ARTICLE IV Continued

Section 2

h. For purposes of overtime work under this article, any employee when serving in an acting capacity in a higher rank or classification shall be considered as holding such rank and shall be compensated accordingly. As per Article 3, Section 1-a.

ARTICLE V

VACATION

Section 1

a. Vacations are to be granted in accordance with the following scale based on the established annual salary pay rates.

<u>Length of Service</u>	<u>Days Annual Vacation Leave</u>
	<u>Shift Workers</u>
1 thru 9 yrs.	8 working days
10 thru 19 yrs.	12 working days
20 thru 29 yrs.	16 working days
30 and over	20 working days
	<u>Others</u>
1 thru 5 yrs.	12 working days
6 thru 10 yrs.	13 working days
11 thru 15 yrs.	17 working days
16 thru 20 yrs.	20 working days
21 thru 25 yrs.	23 working days
26 thru 30 yrs.	25 working days
30 and over	30 working days

For less than one year of service two (2) days vacation to be granted for every quarter worked.

b. 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.

c. 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 above.

d. 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.

e. Firemen shall be entitled to eight (8) working days vacation during the summer period from June through September of any calendar year.

ARTICLE V - Continued

f. Vacation time shall not be carried over to the following year unless personal illness or accident prevents a Firefighter from so doing or special permission is granted by the Chief of the Department.

ARTICLE VI

Section 1 - Holidays

a. Firemen shall receive ~~seven~~^{nine} (9) working days off annually in lieu of all official holidays, all of which shall be the choice of the individual fireman subject only to the approval of the dates by the Fire Chief. Five (5) of said nine (9) working days shall be selected by March 15, and taken no later than June 15th of each year. All days off granted in lieu of holidays must be taken in the current year.

b. Each firefighter may work at his option two (2) of the nine (9) paid holidays for which he presently received time off, provided he gives written notice to the Chief no later than March 1st. of any given year. Payment for holidays worked will be at the same rate of pay as presently in effect for the three (3) paid holidays granted annually to all Firefighters described in paragraph "c" below.

c. All uniform personnel of the Linden Fire Department shall receive annually 12 hours base rate of pay each in lieu of time off for three (3) additional holidays. One holiday payable prior to July 1st and two holidays payable prior to December 31st.

d. Qualifications for payment in lieu of said 3 additional holidays shall be: active employment for at least 3 months of each 4 consecutive month period (January through April, May through August and September through December) in each fiscal year.

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 made 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.

ARTICLE VII - Continued -

b. A certificate from the employee's doctor or department physician shall be required as sufficient proof of the need for sick leave after one (1) working day. 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 perform his assigned duties. In no event shall a firefighter be allowed to return to work without said doctor's certificate if he has reported off because of illness for a period of two (2) or more working days.

c. All members of the Fire Department are entitled to fifteen (15) working days of sick leave per year cumulatively. IN THE CASE WHERE cumulative sick leave has been exhausted, the City Council may, upon receiving request for extended sick leave from the office of the Chief, grant additional sick leave of one calendar year or less, as may be required, in accordance with N.J.S.A. 40:11-9. The determination for the amount of additional leave to be granted shall be based solely on medical reports received by the City Council. The request for additional sick leave, as set forth herein, shall be made in ninety (90) day intervals during the first calendar year when such leave is applicable.

d. Accumulated sick leave of no more than four (4) days per year shall be used by a firefighter for personal time off taken to attend a member of his immediate family who due to quarantine restrictions, pregnancy or disabling illness or injury, requires such attendance. The Chief of the Department may at his discretion, grant a Firefighter more than four (4) days of accumulated sick leave for personal time off upon a request and presentation of just and valid reasons in the opinion of the Chief. A firefighter off on personal days shall not be visited by the Deputy Chief for departmental business reasons.

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

ARTICLE VII - Continued

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. Each member or his heirs, executors or administrators shall be granted one (1) day of base pay for each three (3) days of unused sick leave upon retirement from the department or death. Such sick leave payment shall be in one lump sum payment but in no case shall exceed a total amount of eight (8) thousand dollars (\$8,000.).

Section 2 - Leave of Absence as a Result of Injury in Line of Duty

a. When a Fireman is injured in the line of duty, the City Council shall pursuant to R.S. 40:11-9, pass a resolution giving the employee up to one year's leave of absence with pay; said leave shall be granted in units of thirty (30) days at one time. When such action is taken, the employee shall not be charged any sick leave for time lost to such injury.

Section 3 - Leave because of Death in Immediate Family

Leave with pay shall be granted to an employee in the event of death in his immediate family. The leave shall terminate the day following the funeral. The term "immediate family" for the purpose of this subsection shall include:

- a. The employee's spouse, child, parent, brother or sister.
- b. The child, parent, brother or sister of his spouse.
- c. A relative living under the same roof.

In the event of death of an aunt, uncle, or grandparent of a fireman, he shall be given one day off with pay, that is the day of the funeral.

Section 4 - Military Leave

a. Any employee who is a member of the National Guard, Naval Militia, Air National Guard or a reserve component of any of the Armed Forces of the United States and is required to engage in field training, shall be granted leave for such training as is authorized by law. This paid leave of absence shall be in addition to his vacation.

ARTICLE VII - Continued

b. Any Fireman who has been called to active duty or inducted into the military or naval forces of the United States, shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and the City shall make pension payments required during said leave. Each employee must be reinstated without loss of privileges or seniority provided he reports for duty with the City within sixty (60) days following his honorable discharge or separation from 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

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.

ARTICLE VIII

WAGES

Section 1 - Salary

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

b. Salaries of all employees of the Fire Department are set forth in Schedule A and made a part hereof and shall be retroactive as of January 1, 1977.

PAY SCALE

JANUARY 1 1977

Firefighter Class A	\$15,120.00
Firefighter Class B	14,620.00
Firefighter Class C	14,120.00
Firefighter Class D	13,620.00
Firefighter Class E	12,300.00
Fire Lieutenant 1st.	16,336.00
Fire Captain 1st.	18,120.00
Deputy Fire Chief 1st.	21,002.00
Fire Signal System Supt. Class A	19,534.00
Fire Signal System Supt. Class B	18,976.00
Fire Signal System Supt. Class C	18,417.00
Fire Signal System Supt. Class D	17,858.00
Fire Signal System Supt. Class E	17,300.00
Ass't. Fire Signal Supt. Class A	16,046.00
Ass't. Fire Signal Supt. Class B	15,524.00
Ass't. Fire Signal Supt. Class C	15,002.00
Ass't. Fire Signal Supt. Class D	14,481.00
Ass't. Fire Signal Supt. Class E	13,960.00

c. In the event of the death of a Fireman, 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.

Firemen assigned to the Bureau of Combustibles shall receive an additional salary as set forth opposite the title of the assignment: Assistant Inspector, Bureau of Combustibles \$400.00.

d. All increments for employees entitled thereto between the period of January 1st and June 20th shall commence on the preceding January 1st. Increments for employees entitled thereto for the period July 1st to December 31st shall commence on the preceding July 1st.

ARTICLE VIII - Continued

Section 2 Salary Increments

Any person employed in the capacity or the rank of Firefighter in the regular Fire Department or who shall receive appointment after final adoption of this Agreement shall be paid during the first year of such employment at the minimum of the salary range provided for his respective position as set forth in this Agreement. After having completed the first year of creditable salary service, he shall receive a salary increment, and each year thereafter, until he shall obtain the maximum salary for that position as set forth in the salary schedule contained herein.

ARTICLE IX

LONGEVITY

Section 1

a. All the employees of the Fire Department covered by the within agreement shall be entitled to and paid Longevity pay provided they were appointed to the Fire Department prior to January 1, 1975. Anyone appointed to the Fire Department or employed in any work assignment connected with the Fire Department after December 31, 1974 shall not be entitled to Longevity pay.

b. Each classified employee who shall have completed more than five (5) years but less than ten (10) years of consecutive service shall be entitled to a longevity payment of 2% of his salary.

More than 10 years but less than 15 years	4%
More than 15 years but less than 20 years	6%
More than 20 years but less than 25 years	8%
More than 25 years	10%

c. Longevity for employees entitled thereto between the period of January 1st and June 30th shall commence on the preceding January 1st. Longevity for employees entitled thereto for the period of July 1st to December 31st shall commence on the 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) 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 judgment 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

ARTICLE X - Continued

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. In the event a grievance occurs, the aggrieved individual may at his option, contact a House Steward immediately, who shall be provided time off from duty if he is working, to try to settle the grievance on an informal level. In the event a grievance cannot be resolved on an informal level, the aggrieved individual may submit a grievance in writing to the F.M.B.A. Good and Welfare Committee which shall be reviewed by the Committee and may be submitted in writing to the Chief of the Department within ten (10) days of the occurrence or event giving rise to the grievance. Within five (5) days after said Chief receives such grievance, the Chief shall arrange to and meet with the representatives of the F.M.B.A. for the purpose of adjusting or resolving such grievances.

b. If such grievance is not resolved to the satisfaction of the F.M.B.A. by the Chief within five (5) days after such meeting, the F.M.B.A. may present such grievance in writing within seven (7) days thereafter to the Fire Committee. Within twenty (20) days after said Fire Committee receives such grievance, the City shall arrange to and meet with the representatives of the F.M.B.A. for the purpose of adjusting or resolving such grievance. The Fire Committee, in making its determination shall hold a hearing in which all interested parties may be heard. Within ten (10) days after the meeting, the Fire Committee shall advise the F.M.B.A. of their decision in writing.

c. If an impasse is reached on any grievance covering the within agreement, other than salaries, said grievance may be submitted to New Jersey Public Employee Relations Commission for arbitration by either party. The decision of PERC shall be binding upon both parties.

ARTICLE XI
MISCELLANEOUS

Section 1 - Clothing Allowance

a. 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 employees of the Fire Department covered by this agreement shall be entitled to an annual clothing credit of one hundred fifty dollars (\$150.00) for replacement of uniforms for each employee's personal use only which shall be purchased by the City in the usual manner.

d. Each Firefighter shall receive one hundred dollars (\$100.00) annually for the maintenance of clothing. Such payment shall be made on or before December 1st, each year.

e. ~~Existing~~ Rubber Goods shall be ^{replaced} provided by the City ^{as needed} ~~of Linden~~ in addition to the Clothing Allowance.

f. Evidence of need for replacement of all items of clothing or equipment requested by an employee shall be furnished upon demand of the Chief of the Department.

Section 2 - Emergency Meals

The City agrees to feed employees of the Fire Department who are working emergency overtime for any period which exceed four (4) hours. The cost of each overtime meal is not to exceed \$3.50.

Section 3 - Outside Employment

Firemen may accept outside employment or engage in any outside business activities, providing that such outside employment will not interfere with the employee's performance of his duties, and that he will not enter into work contracts or submit bids on public jobs.

ARTICLE XI - Continued

Section 4 - In case of Death of an Active Fireman

In case of death of an active Fireman laid out in uniform, and on request of the family for an honor guard, it will be provided by the Fire Department.

Section 5 - Duties

Employees may be assigned to perform any duties related to fire-fighting, fire prevention, rescue, salvage, overhaul work, care and maintenance of fire fighting equipment and apparatus, and minor maintenance and housekeeping of Fire House.

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

Section 6 - 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 7 - Fire Science Program

Any Firefighter attending school to attain an Associate Degree in Fire Science, shall in addition to his regular salary receive seven dollars and fifty cents (\$7.50) per credit and be reimbursed for all tuition and book costs, upon satisfactory completion of each course.

ARTICLE XII

INSURANCE

Section 1 - Health Insurance

a. All employees of the Fire Department covered by this Agreement, and their families shall be entitled to full coverage of the "750 Series" Blue Cross and Blue Shield Hospitalization plans and Major Medical benefits including Rider "J" plan of the New Jersey Blue Cross, the premiums of which shall be paid for by the City.

Additionally, effective January 1, 1977 the City shall provide

ARTICLE XII - Continued

and pay for the aforementioned benefits or substantially similar benefits available through some other insurance carrier for those employees retiring on or after January 1, 1977, provided:

(1) that said employees retire with twenty-five (25) years of service with the City or with an eligible disability; (2) that such coverage shall be made available to said employees only for the ten (10) year period between the ages of fifty-five (55) through sixty-five (65); (3) that the implementation of such coverage will not adversely affect the City's continuation of its present Blue Cross-Blue Shield, Rider "J", and Major Medical coverage through the State Plan; and (4) that the City shall not be compelled to grant these benefits to any other retiring employee of the City.

b. If the aforementioned health benefits are not implemented by December 31, 1977, the City of Linden agrees to initiate such similar benefits covered by the New Jersey Health Benefits Program through the adoption of Chapter 88, Public Laws of 1974 effective January 1, 1978.

c. Starting July 1, 1977 a Dental Plan to take effect with one-half ($\frac{1}{2}$) the premium to be paid by the City of Linden and one-half ($\frac{1}{2}$) the premium to be paid by the Firefighter. On January 1, 1978 the entire premium will be paid by the City of Linden exclusive of premium increase over 1977 rates.

Section 2 - Life Insurance

The City shall assume the full cost of life insurance for each employee of the Fire Department equal ~~to his base annual salary~~ to a maximum coverage of \$12,500.00.

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. Employees shall return to the City of Linden all temporary disability benefits which the said employees received for that period of time that the employee was receiving full pay from the City.

ARTICLE XII - Continued

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 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 issues 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 is in force.

Section 3

Firefighters will not be subjected to any hardship during any review, inspection or training period. When the temperature goes below 32 Degrees Fahrenheit or above 85 Degrees Fahrenheit, there will be no outside training except for recruit training and emergency situations. In Service Inspections may be held from 32 Degree Fahrenheit to 85 Degrees Fahrenheit.

ARTICLE XIV

PRIOR PRACTICES

Section 1

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

ARTICLE XIV - Continued

but not limited to any rights, benefits and privileges bestowed on the employees by laws of the United States, laws of New Jersey, Civil Service Laws of New Jersey or City Ordinances of Linden.

Section 2

All powers, duties and responsibilities which the Mayor, Governing Body and Chief of the Department has prior to the signing of this Agreement shall continue to be retained by them, except insofar as specifically limited by this Agreement, and then only insofar as such limitations are legal.

ARTICLE XV

DURATION

The duration of this Agreement shall extend through December 31st, 1978. Either party wishing to terminate, amend, or modify such contract must so notify the other party in writing no more than ninety (90) days nor less than sixty (60) days prior to such expiration date. Within fifteen (15) days of the receipt of notification by either party, a conference shall be held between the City and the F.M.B.A. Negotiating Committee for the purpose of such Agreement, modification or termination.

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.

CITY OF LINDEN

BY:

John T. Gregorio, Mayor

ATTEST

Henry J. Baran
Henry Baran, City Clerk

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

Vincent Hoefling, President
BY: Vincent Hoefling, President

ATTEST

Thomas Caverly
Thomas Caverly, Secretary, FMBA

ADDENDUM TO AGREEMENT

BETWEEN THE CITY OF LINDEN AND F.M.B.A. LOCAL 34

Dated:

1. All permanent vacancies in the rank of Captain shall be filled from a current Civil Service listing of eligible First Class Firefighters.
2. A maximum of six (6) Firefighters other than Deputy Chiefs shall be scheduled for time off during the course of the year other than the summer vacation period. During the summer vacation period the maximum number of Firefighters scheduled for time off shall be five (5).
3. A review of the temperature maximum for in service inspections relative to the possible efficiency impairment of such inspections shall take place during December of 1977. Also, the mutual agreement between the Chief and F.M.B.A. that five (5) holidays will be used before the summer vacation period. Participants in such review shall be composed of the Chief, The City Council Fire Committee and members of the F.M.B.A. Good and Welfare Committee.
4. In the event the position of Civilian Assistant Alarm Bureau Dispatcher is created and filled by the City, such position shall not be considered a part of the F.M.B.A. bargaining unit.
5. The City agrees to negotiate a new salary schedule only, for 1978, the 2nd. year of this contract.

CITY OF LINDEN

BY:

John T. Gregorio, Mayor

ATTEST

Henry J. Baran
Henry Baran, City Clerk

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

BY: Vincent Hoefling, President

ATTEST

Thomas Caverly
Thomas Caverly, Secretary, FMBA