

AGREEMENT

Between

THE CITY OF PERTH AMBOY  
a municipal corporation  
of the State of New Jersey

and

THE PERTH AMBOY UNIFORMED FIRE FIGHTERS ASSOCIATION, LOCAL #286,  
AFFILIATED WITH THE I.A.F.F., A.F.L. - C.I.O.

Effective January 1, 2019 to December 31, 2022

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**ARTICLE I**

**PREAMBLE**

This Agreement, commencing 12:00 A.M., January 1, 2019, and effective until 11:59 P.M., December 31, 2022, is between the City of Perth Amboy, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "Employer"), and Local 286, the Perth Amboy Uniformed Fire Fighters Association, affiliated with the I.A.F.F., A.F.L. C.I.O. (hereinafter referred to as the "Union"), on behalf of said Union and on behalf of the Employees of the Employer (now employed and hereinafter to be employed and hereinafter collectively designated as "Employees").

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustment of differences which may arise to establish proper standards of wages, hours, and other conditions of employment.

ARTICLE II

RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for all career fire fighters of the Fire Department except Director, Chief, Fire Officer.

Throughout this document, the term "Chief" shall refer to the Chief of the Department of Fire, the highest ranking career official in the department and its department head.

**ARTICLE III**  
**SCOPE OF AGREEMENT**

**Section 1**

This Contract shall govern all wages, hours, grievances and other conditions of employment herein set forth.

**Section 2**

This Agreement shall be binding upon the parties hereto, their successors, and assigns, to the extent that same is now or may be hereafter permitted by law.

**Section 3**

If there is a conflict between the general rules and regulations of the Fire Department and this Agreement, the terms and provisions of this Agreement shall apply to the extent that the same is permitted by law.

**Section 4**

Unless otherwise indicated the terms fire fighters, employees and member when used in this Agreement, refers to persons male or female. All references to the male gender are construed to include the female gender.

**ARTICLE IV**  
**UNION SECURITY**

**Section 1 - Check Off**

The Employer agrees to deduct, once each month, dues in an amount certified to be current by the secretary treasurer of the local Union from the pay of those Employees who are identified by the secretary of the union as qualified members and that such deductions be made. The total amount of deductions shall be remitted by the Employer to the treasurer of the Union. This authorization shall remain in full force and effect during the term of this Agreement.

**Section 2 - Department Rules and Regulations**

- a) The Union agrees that its members shall comply with all Fire Department Rules and Regulations, including those relating to conduct and work performance. The Employer agrees that Fire Department Rules and Regulations which affect working conditions and performance shall be subject to the grievance procedures.
- b) New rules and changes in rules shall be accomplished through mutual consent during the term of this Agreement. Such consent shall not be unreasonably withheld.
- c) (c) The Union shall name three (3) representatives to sit with three (3) representatives of management to review new Fire Department Rules and Regulations. This will be accomplished through mutual consent.

**Section 3 - Agency Shop - Reserved**

**ARTICLE V**  
**UNION ACTIVITY**

**Section 1 - Discrimination**

Any Employee who is a member of the Union, acting in any official capacity whatsoever, shall not be discriminated against for his official

acts on behalf of Union, nor shall there be any discrimination against any Employee because of union membership activities. The Union or any of its agents shall not intimidate or coerce Employees into membership.

#### Section 2 - Notification

The Union is to be notified of any changes in department procedures and regulations at least one (1) calendar week prior to their introduction, except in cases of emergency.

#### Section 3 - Bulletin Boards

The Employer will maintain suitable bulletin boards in each station and work area which may be used by the Union for information concerning union activities.

#### Section 4 - Time Off

The Employer agrees to grant the necessary time off with pay and without discrimination to any Employee designated by the Union to attend official state and international meetings, including fire fighters' conventions, provided fourteen (14) calendar days written notice is given to the Employer by the Union.

Decisions granting the necessary time off with pay and without discrimination to any authorized Union representative for schooling and seminar will be at the discretion of the Chief.

#### Section 5

Authorized representatives to be granted time off shall be limited to two (2) at any one time.

#### Section 6

Authorized representatives of the Union shall be allowed to visit the central stations, substations, or City Hall for the purpose of ascertaining whether or not this Agreement is being observed. The right shall be exercised reasonably. Before entering the premises, the authorized representative(s) shall notify the department head twenty-four (24) hours prior to arrival or in his absence, a subordinate. He shall not interfere



with normal conduct of work within the Department. Any Employee designated by the Union to be present during grievance procedure shall do so without loss of benefits.

Section 7

The chief negotiators of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Employer and the Union for the purpose of collective negotiations, when such meetings take place at a time during which he is scheduled to be on duty. However, the total number of union representatives that will affect shift strength shall not exceed two (2).

ARTICLE VI

WEARING OF UNIFORMS

The station uniforms shall be worn at all times while the Employee is on duty. The dress uniform shall be worn on details for parades and funerals. It shall not be essential to wear the dress uniform coming to or going from the assigned firehouse when reporting for or being relieved from duty.

## ARTICLE VII

### OVERTIME

#### Section 1

In the event that a need for overtime should occur in the Fire Department because of vacation, sickness, manpower shortage or other unforeseen reasons, a fire fighter shall be called in advance of the prescribed starting time from the duty roster by the head of the Department or his authorized representative, provided the man is qualified for the position. This roster shall be kept by the Chief of the Fire Department or his authorized representative so that Employees will know when their turn is approaching. The roster shall show the date of call and response for each person called as to whether it was refused, on duty, no answer, sickness or vacation. If a man refuses, he will automatically be passed by until a complete cycle of the seniority list has been made. This roster shall pertain to tours of duty for each platoon of the Department. The members of the Fire Prevention Bureau shall be included in this overtime roster.

#### Section 2

Employees covered by this agreement shall receive overtime to be paid at a rate of time and one half (1-1/2) on a daily basis or have the option of receiving power compensatory time at the rate of one and one half (1.5) hours for each overtime hour worked. Employees requesting power compensatory time off shall be granted such time unconditionally, subject to no more than three (3) fire fighters being granted power compensatory time off per shift. No employee shall accrue more than 24 hours of straight time or 36 hours of power compensatory time at the premium time rate. Power compensatory time may be used only in 12 hours time periods.

#### Section 3

All special off-duty details shall be paid at the rate of \$40.00 per hour. For career fire fighters, off-duty details would include the

following details that the Fire Official or Fire Chief assign:

1. Required Fire Watch for a Fire Alarm System Out of Service.
2. Required Fire Watch for a Fire Protection System Out of Service.
3. Required Fire Watch for a Temporary Occupancy or Allowed Temporary Excess Occupancy Load.
4. Conducting Life Hazard and Non-Life Hazard Fire Inspections for fire fighters, who are licensed fire inspectors by the NJ Division of Fire Safety, if not on scheduled duty.

#### Section 4

All special details should be assigned to off-duty personnel whenever possible.

#### Section 5

Reserved

#### Section 6

Reserved

#### Section 7

The Chief of the Department has the right to order, without compensation, off-duty men to funerals of uniformed fire fighters (active) and City officials.

#### Section 8

Employees shall be paid at the overtime rate for attendance at any litigation during their "off-duty" hours in which the Employee has been subpoenaed to testify in any action or legal proceeding arising out of and directly related to the lawful exercise of their authority in the furtherance of their official duties. Every effort shall be made by the Employer and the Employee to schedule such appearances during regularly scheduled duty time.

**ARTICLE VIII**

**OUT OF TOWN TRAVEL**

Any parade or Fire Department function requiring an apparatus out of town shall be staffed by one (1) UFD personnel and one(1) additional appropriately trained person approved by the Chief. Money for expenses shall be reimbursed to UFD personnel by the Business Administrator upon submission and approval of bills, which payment shall be expeditiously processed.

## ARTICLE IX

### CALL BACK AND EXTENDED TOUR OF DUTY

#### Section 1

Fire fighters recalled to duty for any emergency shall be paid during emergency in excess of regular tour duty at a minimum of four (4) hours pay, at the rate of time and one half (1-1/2).

#### Section 2

- a) Any fire fighter required to remain at the end of a scheduled shift for at least thirty (30) minutes shall receive a minimum of three (3) hours pay, at the rate of time and one half (1-1/2). It shall be the obligation of the incoming Employees to report to their company officer or shift commander upon arrival at their assigned fire station.
- b) Any fire fighter required to remain at the end of a scheduled shift due to an incident or emergency for any time less than thirty (30) minutes shall receive one (1) hour pay, at the rate of time and one half (1.5).
  - i) When an incident or emergency requires the holdover of a fire fighter past the fire fighters' tour of duty, upon the return of the apparatus safely to the fire house and upon the equipment involved in the incident or emergency being ready for service directly related to the incident or emergency, the firefighter shall be released.
- c) When a fire fighter is held over unrelated to an emergency or incident, at management's direction, the fire fighter may be required to remain on duty until their relief arrives. Management shall make a good faith effort to obtain relief as quickly as possible to permit the release of the fire fighter who was held over.

**Section 3**

Anytime worked in excess of four (4) hours pursuant to Section 1 and any time worked in excess of three (3) hours pursuant to Section 2 will entitle a fire fighter to one (1) hour at the overtime rate so long as the fire fighter works in excess of twenty-nine (29) minutes.

**ARTICLE X**  
**VACANCIES**

**Section 1 - Bidded Positions**

When a vacancy occurs in any "bidded position", the employees, in order of seniority shall be given the first opportunity to fill the vacancy. The following are examples of "bidded positions" referred to in this article: operators for Engine 1, Engine 2, Ladder 1 and Ladder 2, provided the unit is in service. Bidded position vacancies will be filled only upon verified competency of the bidder as an operator of the related apparatus and/or equipment based on NFPA standards as set by the Department. Failure to meet standards will disqualify a firefighter to fill a bidded position.

**Section 2 - Appointments**

In the event of vacancies in the rank of fire officer and fire fighter due to retirement, death, or separation (either voluntary or involuntary), such vacancies shall be filled from an existing Civil Service list for fire officer and fire fighters. The Employer agrees to seek to maintain an available list at all times.

**Section 3 - Working Out of Title**

Any fire fighter covered by this Agreement who is required by the Chief or his/her designee to accept the responsibilities and carry out the duties of a position or rank above that which he normally holds for a period in excess of four (4) hours shall be paid at the rate for that position or rank while so acting. He shall receive this pay for acting as soon as possible.

**Section 4 Reserved**



**ARTICLE XI**  
**PROBATION PERIOD**

All Employees shall serve a probationary period of twelve (12) months pursuant to N.J.A.C. 4A:4-5.2(d) and shall have no seniority during this period but shall be subject to all other provisions of this Agreement. Upon completion, the time spent during the probationary period shall be considered part of seniority time.

**ARTICLE XII**  
**SENIORITY LIST**

The Employer shall establish a seniority list of the permanent uniformed Fire Department and it shall be brought up to date by the Employer on January 1st of each year and immediately posted thereafter on the central fire station and each substation's bulletin board for a period of not less than thirty (30) days, and a copy of same mailed to the secretary of the Union. Unless an objection to the seniority list as posted is made to the Employer by an Employee within ten (10) days from the date such list is posted, the list will be considered final and binding by the Parties.

ARTICLE XIII

WORK DAY AND WORK WEEK

Section 1

The work week shall consist of forty-two (42) hours. The work days shall consist of twenty four (24) hours, consecutive. The work day shall commence at seven (7:00) o'clock AM and terminate at seven (7:00) o'clock AM of the following day.

Section 2

The forty-two (42) hour work week shall be computed over a four (4) week cycle.

Section 3

The above work week shall be computed over a four (4) week cycle.

Section 4

The work day and work week schedule for the Fire Official shall consist of eight (8) hours per day, Monday through Friday. The Fire Official will be paid a Stipend of \$15,000 that will be built in to the overall salary for pensionable purposes.

Section 5

Employees shall have the right to exchange work days with approval of the Chief or his representative. This request should be made twenty-four (24) hours in advance if possible.

Section 6

If a firefighter is reassigned to another work shift, the firefighter shall be granted a minimum of seventy-two (72) hours off between 24 hour work assignments or shall be compensated at the overtime rate.

**ARTICLE XIV**  
**WAGES - FIRE FIGHTERS**

**Section 1**

General increases to the straight-time salaries of all Employees covered by this Agreement shall be as follows:

- 1.50% effective January 1, 2019
- 1.50% effective January 1, 2020
- 1.50% effective January 1, 2021
- 1.50% effective January 1, 2022

The retroactive payment of the foregoing salary increases shall be pursuant to the Memorandum of Agreement between the parties executed on 11 September 2019, which is incorporated herein by reference. Fire fighters continue to move through the steps on their anniversary date.

**Section 2**

The salaries for these periods for employees hired before 1 July 2015 are set forth in the attached Exhibit A.

The salaries for these periods for employees hired between 1 July 2015 and 1 July 2019 are set forth in the attached Exhibit B.

The salaries for these periods for employees hired after 1 July 2019 are set forth in the attached Exhibit C.

**Section 3 Reserved**

**Section 4 Reserved**

**Section 5 Reserved**

## Section 6

Firefighters hired before June 30, 2015 shall receive the Senior Firefighter I step commencing on the first day of their ninth (9th) year of service as a Firefighter.

Firefighters hired after July 1, 2015 shall receive the Senior Firefighter I step commencing on the first day of their tenth (10<sup>th</sup>) year of service as a Firefighter.

Fire fighters who are commencing their sixteenth year of service shall be eligible for payment as a Senior Fire Fighter II on their anniversary date (date of hire). For fire fighters hired after January 1, 1992, years of service for the purpose of determining eligibility for payment as a Senior Fire Fighter I and Senior Fire Fighter II shall be calculated solely on the basis of years of service as a Fire Fighter.

## Section 7

Holiday pay will be added to the negotiated increase in base salary on a semi-monthly basis for pension purposes.

## Section 8

Employees who present evidence of possession or obtaining a valid NJDOH Emergency Medical Technician - D (EMT-D) certification to the Chief shall receive an annual stipend of one thousand dollars (\$1,000.00). The EMT-D certification stipend shall be added to the negotiated base salary for pension purposes.

Employees who present evidence of possessing or obtaining a valid qualified first responder certification to the Chief shall receive an annual stipend of five hundred dollars (\$500.00). The first responder certification stipend shall be added to the negotiated base salary for pension purposes. Firefighters will be offered the opportunity to earn or renew Fire Responder certification in 2015. Those firefighters who successfully earn/renew the certification in 2015 will be eligible to receive the annual stipend. Anyone who does not earn/renew the certification by the end of 2015, or who allows their certification to lapse thereafter, will not be eligible to earn the stipend.

**Section 9**

Step increases shall be applied on the anniversary date of appointment to the position of fire fighter.

**Section 10**

If the City offers the IAFF a reasonable number of negotiation dates prior to June 1, 2022 and negotiations do not commence prior to June 1<sup>st</sup>, post expiration increments where due shall not be paid until a new CBA is executed.

ARTICLE XV

LONGEVITY

Section 1

For employees hired before July 1, 2015 the longevity scale shall be:

After four years	2.0%
After nine years	3.75%
After fourteen years	5.75%
After nineteen years	7.75%
After twenty-four years	10.5%

For employees hired on or after July 1, 2015 the longevity scale shall be:

After four (4) years	\$1,500
After nine (9) years	\$3,000
After fourteen (14) years	\$5,000
After nineteen (19) years	\$7,500
After twenty-four (24) years	\$10,000

Longevity shall be computed on an Employee's anniversary date of the original date of hire.

Section 2

This longevity shall be paid semi-monthly as part of the Employees' salary.

Section 3

Payment for longevity shall commence on the Employees' anniversary date.

**ARTICLE XVI**  
**HOLIDAYS AND HOLIDAY PAY**

**Section 1**

Each fire fighter shall receive twelve (12) paid holidays pay per year (the equivalent of 96 hours) in lieu of holidays, payable on a proportional basis during each pay period. Note that effective January 1, 2019 four (4) holidays were incorporated into base pay to equalize holiday benefits with other City employees.

**Section 2**

The computation of holiday pay shall be based on a forty (40) hour work week.

**Section 3**

Holiday pay shall be included as salary for pension purposes.



ARTICLE XVII  
VACATION LEAVE

Section 1

Vacation shall be calculated as follows:

0 - 5	Years of service	132 working hours
6 - 10	Years of service	156 working hours
11 - 15	Years of service	180 working hours
16 - 20	Years of service	204 working hours
21 - over	Years of service	228 working hours

Section 2

Vacation credits are earned on a monthly basis as follows:

0 - 5	Years of service	11 working hours
6 - 10	Years of service	13 working hours
11 - 15	Years of service	15 working hours
16 - 20	Years of service	17 working hours
21 - over	Years of service	19 working hours

### Section 3

Vacation leave may be accumulated up to a maximum of 336 working hours for Employees with less than twenty (20) years of service and 480 working hours for Employees with twenty (20) years of service and more.

### Section 4

The Employer agrees that an Employee on sick leave shall not be put on the vacation roster if such Employee's sick leave and vacation period coincide, and his vacation shall be granted at a later date. The Chief of the Department may request a doctor's verification of illness.

### Section 5

Selection of the vacation date shall be on a shift basis and rules of seniority shall prevail. All vacation schedules shall be set-up by the Employer. Two Firefighters per shift will be ordinarily entitled to take vacation leave simultaneously. The City maintains authority to deny vacation leave requests for managerial or operational reasons. Vacation leave time shall be taken in a minimum of at least a four (4) hour block of time.

### Section 6

Vacation time shall be accrued on a monthly basis from January 1 to December 31.

### Section 7 Reserved

### Section 8

In case of death of an Employee, all vacation pay due to him shall be paid to the beneficiary on file, or if none, to the estate.

### Section 9

The Employee has the right to request to receive vacation pay for

vacation time instead of time off. The Employer shall have the sole discretion to grant said request.

**Section 10**

Employees have the right to split their vacation time during the course of the year.

ARTICLE XVIII

INJURY LEAVE

An employee who incurs an injury while on duty shall be entitled up to one hundred twenty (120) calendar days injury leave at full pay. This one hundred twenty (120) day period may be extended up to an additional sixty (60) days upon approval by the Mayor and the City Council of an extension request by the employee. An extension may only be requested once. This in no way affects the employee's worker's compensation rights. In the event an employee's injury leave exceeds the one hundred twenty (120) days and no benefits or wages are extended as set forth above, the employee will be considered on injury leave, uncompensated due to injury, but all other benefits shall continue to be paid, including pensions.

## ARTICLE XIX

### SICK LEAVE

#### Section 1

An Employee incurring a non-duty sickness or non-duty disability shall receive sick leave with full pay. On-duty sickness or on-duty disability shall not be charged to the accumulative sick leave of the Employee. Employees shall be allowed one hundred and twenty (120) hours of sick leave credit for each year of service, prorated monthly. Employees shall accumulate sick leave from their first day of employment and shall continue to do so as long as they are employed. Sick leave may be taken in twelve (12) hour increments.

#### Section 2

Sick leave may be taken for and is defined to mean any absence of an Employee because of illness, accident, quarantine, medical or dental appointments, attendance upon a member of his/her immediate family who is seriously ill and requires the care or attention of such Employee, or mandated quarantine.

The immediate supervisor of an Employee requesting sick leave shall be informed as soon as possible. Failure to do so within four (4) hours of the time when the Employee enters sick leave status may be cause for denial of sick leave pay for the period of absence.

#### Section 3

When an Employee has two hundred and forty (240) or more hours sick leave credits as of December 31st in any year and the Employee does not use more than forty (40) hours sick leave during the next calendar year, he shall be paid an incentive payment on the first payday of May of the following year. This will be computed on the basis of eight (8) hours pay for each forty (40) hours sick leave credited for that year which was not offset by sick leave used in the same year. Sick leave time shall continue to accumulate regardless of payment as herein provided.

#### Section 4

Employees upon separation from the Department due to retirement or death shall be compensated in cash for unused accumulation of sick leave. This will be computed on the basis of one (1) day's pay for each two (2) days of sick leave credits. The most days the employee can receive payment for after applying the above formula to the total accumulated sick time shall be, effective January 1, 1985, one hundred fifty (150) paid days for three hundred (300) or more accumulated days. All employees who have over three hundred (300) days as of January 1, 1985 are exempt from the cap above. They will be compensated at the previous rate of two hundred (200) paid days for four hundred (400) or more accumulated days.

#### Section 5

Prior to March 1st of the current calendar year, all Employees planning to retire must submit a letter of intent to the Chief for budgeting purposes unless there are extenuating circumstances.

#### Section 6

The computation of sick leave pay shall be based on a forty (40) hour work week.

#### Section 7

The Chief of the Department or his authorized representative shall have the right to visit the individual in order to confirm the nature of the illness.

#### Section 8

In case of death of an Employee, all sick leave pay due him shall be paid to the beneficiary on file, or if none, to his estate.

#### Section 9

Anyone absent for reason of illness more than two (2) consecutive days shall be required to present a physician's certificate. In addition to the foregoing, in cases of suspected abuse, the Employer reserves the

right to require the Employee to produce medical documentation in support of his use of sick day(s) and require the Employee to submit to a medical examination by a physician selected by the Employer.

ARTICLE XX

TIME OFF

Employees shall be granted time off without deduction from pay or sick leave for the following requests:

- a) Death in the immediate family, from the date of death to and including the day of the funeral, not to exceed two (2) work days.
- b) Immediate family shall consist of wife, husband, child, stepchild, mother, father, brother, sister, stepmother, stepfather, guardian, mother-in-law, father-in-law, grandchild, grandmother, grandfather, son-in-law, and daughter-in-law.
- c) All Employees covered by this Agreement shall be entitled to one (1) work day leave without loss of pay to attend the funeral of anyone in the non-immediate family, provided that the work day leave with pay shall be taken between the date of death and the date of burial except as may otherwise be agreed upon between the employee and the Chief. For the purpose of this Article, the term non-immediate family is defined to mean aunt, uncle, niece, nephew, sister-in-law, and brother-in-law.
- d) Employee shall also be granted reasonable time off not to exceed two (2) days with full pay for the purpose of travel time, if the funeral of an immediate family is out of state. Such time off is subject to the approval of the Chief.
- e) Under special circumstances, the Chief may grant additional bereavement leave.



**ARTICLE XXI**

**CLOTHING AND MAINTENANCE ALLOWANCE**

**Section 1**

Each employee shall receive a clothing and maintenance allowance of eight hundred and fifty dollars (\$850.00) each year to be paid on the first (1st) payday of June.

**Section 2**

All uniformed personnel upon successful completion of the Fire Academy and passage of the Firefighter 1 exam shall be entitled to the clothing allowance for the year.

**Section 3**

All initial sets of turn-out gear shall be provided by the Employer as mandated by law. Any changes in station uniforms, mandated by law, shall be furnished by the Employer. In the event that said gear is lost or stolen due to the negligence of the employee, it will be the responsibility of the employee to replace said gear immediately.

## ARTICLE XXII

### EDUCATIONAL DIFFERENTIAL

#### Section 1

Employees who receive an associate's degree from an accredited college shall have their normal yearly salary increased by four hundred dollars (\$400.00) effective January 1st of the year following awarding of the degree. Effective January 1, 2006, the educational differential shall be seven hundred fifty dollars (\$750.00).

#### Section 2

Employees who complete studies for a bachelor's degree from an accredited college shall have their yearly salary increased by seven hundred fifty dollars (\$750.00) effective January 1st of the year following the awarding of the degree. Effective January 1, 2006, the educational differential shall be one thousand two hundred fifty dollars (\$1,250.00).

#### Section 3

Effective January 1, 2006, employees who complete studies for a master's degree from an accredited college shall have their yearly salary increased by one thousand seven hundred fifty dollars (\$1,750.00) effective January 1st of the year following the awarding of the degree.

#### Section 4

Paperwork required for an education stipend shall be submitted prior to the start of the year in which it is requested to begin. An education stipend is not retroactive.

ARTICLE XXIII  
MILEAGE ALLOWANCE

Employees required to use personally owned vehicles for Fire Department business shall be compensated at the prevailing rate.

**ARTICLE XXIV**  
**GRIEVANCE PROCEDURE**

Grievances or disputes which may arise including the interpretation of this Agreement shall be settled in the following manner:

The Union or Employee shall make known if it has a grievance within thirty (30) calendar days after the grievance has occurred. Failure to act within the thirty (30) calendar days shall make the grievance null and void.

**Section 1**

The Union Grievance Committee, upon receiving a written and signed petition, shall determine if a grievance exists. If in their opinion no grievance exists, no further action is necessary.

**Section 2**

If a grievance does exist, they shall, with or without the physical presence of the aggrieved Employee, present the grievance to the head of the Fire Department for adjustment within ten (10) business days.

**Section 3**

If within five (5) business days the grievance has not been settled, it shall be submitted in writing to the business administrator for adjustment. His/her response shall be forwarded to the Union in writing.

**Section 4**

If within five (5) business days the grievance has not been settled, it shall then be submitted to the Public Employment Relations Commission to provide arbitration service. The authority of the arbitrator shall be limited to the interpretation and application of the Agreement. He shall have no right to add to or subtract from the Agreement.

The decision of the arbitrator shall be final and binding upon both parties. Binding arbitration shall be limited to the interpretation of this Agreement only.

The cost for the service of the arbitrator shall be shared equally by both parties to the arbitration. Either party to this Agreement desiring transcripts of arbitration hearings shall be responsible for the costs of such transcripts.

**ARTICLE XXV**  
**HEALTH BENEFITS**

**Section 1**

Effective June 24, 1998, the parties have agreed that the current medical health benefit program shall be replaced by the City of Perth Amboy Premier Flex Plan as set forth in the Plan Document and revised Benefit Summary, dated May\_13 and 15, 1998. Each Employee shall receive a copy of the Plan and Benefit Summaries and a bulletin advising him of the benefits to which he is entitled.

The Plan will provide coverage for employees' and their families' pre-existing conditions covered by the existing plan. The Plan will provide retiree medical benefits to retirees currently covered by the traditional plan on the same basis as current employees.

- A. Effective August 1, 2011, Section A shall be modified to provide:
- a) Doctor visits co-pays, \$10 per visit
  - b) Emergency Room visits, \$50 per visit
  - c) Deductible and co-pays for out of network services to be increased as follows:
    - i) Deductible: \$400 per individual and \$800 per family
    - ii) Maximum out of pocket payment \$1,600 per individual and \$3,200 per family.
  - d) Prescription coverage:
    - i) Brand name co-pay 20%
    - ii) Generic co-pay 5%
    - iii) Brand name mail order co-pay 15%
  - e) When a generic cannot replace a Brand name drug as a matter of medical necessity: The employee must provide a letter of medical necessity from their physician who states that the employee has tried the generic drug, had an adverse reaction to it and must take the brand name drug.

**Section 2**

The Dental Plan which presently covers the Employee is as follows:

**Standard Plan**

Preventive	100%	No Deductible
Basic	70%	30/90 Deductible
Major	50%	30/90 Deductible
Maximum	\$2,000	Annually

Payments shall be based on a 2005 rate schedule.

**Section 3**

Employer shall pay an amount not to exceed two thousand dollars (\$2,000.00) for braces under both existing dental plans offered by the Employer. The deductible shall not be applied to the payments for braces. Payments shall be based on a 2005 rate schedule.

**Section 4 - Life Insurance Program**

Regular Employee under 65	\$5,000.00
Regular Employee over 65	\$2,000.00
Retired Employee	\$1,000.00

**Section 5**

In the event that a change of carriers or policies should occur during the term of this Agreement, the Employer agrees to maintain coverage substantially similar to existing coverage.

**Section 6**

Employees retiring with twenty-five (25) years of pensionable Police and Firemen Retirement System service after January 1, 2001 shall receive medical, dental and vision benefits upon retirement, including spouse, until death.

A. Health Insurance Coverage means the group health and hospital insurance coverage provided by the City of Perth Amboy at the time of the eligible employee's retirement and thereafter under the terms of the collective bargaining agreement with the employee organization that

represented the retiring employee's job title. It includes surviving spouse and any eligible dependent(s) for whom coverage was provided at the time of retirement to the extent provided for in the controlling insurance contract in effect at the time. Any changes in insurance plans, benefit levels and/or statutorily required contributions that occur during retirement will be applicable to and binding upon the eligible retiree and dependent(s).

B. Health Insurance Coverage as herein defined, dental and vision benefits coverage shall be provided to employees and their dependents who retire on a disability pension; or who retire after twenty-five (25) years or more of pensionable Police and Firemen Retirement System service; or who have retired and reached the age of 62 or older with at least fifteen (15) years of service with the City of Perth Amboy.

C. The level of insurance will be the prevailing group coverage that is in effect for the employee organization that represented the retiring employee's job title, as that coverage may be modified with improvements or cost containment changes; and the qualifying retiree, and his or her spouse and dependents, will be subject to and responsible for any employee deductibles, co-pays and effective 12/31/2014 any statutorily required contributions in effect from and throughout retirement. This provision concerning future statutorily required contributions does not apply to the current statutorily required contribution of 1.5% which is being collected and will be continued during the term of the new collective negotiations agreement.

D. Upon reaching retirement and age 65, Medicare shall become primary health and hospital insurance coverage for employee and applicable dependent(s). The City and Perth Amboy Health Plan will provide secondary coverage to Medicare for eligible City of Perth Amboy retirees over age 65 and eligible dependents.

E. In the event that the Employee dies prior to retirement, Employee's spouse shall continue to be provided said insurance coverage for 60 days. Survivor will then have the opportunity to assume coverage under the COBRA laws.

## Section 7



Effective January 1, 1998, vision care benefits shall be increased to provide reimbursement of up to one hundred and fifty dollars (\$150.00) per person and aggregate limit of five hundred dollars (\$500.00) per family per year. Coverage shall include prescription eyeglasses and/or eye examinations by an optometrist or ophthalmologist.

Section 8

The City will provide an H.M.O. plan as an alternative.

Section 9

Effective January 1, 2007, fire fighters who elect to waive the health insurance coverage provided by the City pursuant to the parties' collective negotiations agreement shall receive payment in the amount of three thousand dollars (\$3,000.00) in lieu of coverage, which shall be payable in December of each year that coverage is waived for the full calendar year. Nothing contained herein shall prevent a fire fighter from rescinding his/her waiver should circumstances warrant the need for health insurance coverage; however, the fire fighter shall not be entitled to payment unless coverage has been waived for the full calendar year.

Effective January 1, 2016, Firefighters shall be permitted to elect to waive health benefits pursuant to the provisions of Section 85-7 of the Code of the City of Perth Amboy.

ARTICLE XXVI

LEAVE OF ABSENCE

Any Employee desiring a leave of absence from his employment shall secure written permission from the Employer. All leaves of absence shall be granted in conformity with the rules and regulations of the New Jersey Department of Personnel. Application to the Chief for leave of absence shall be made in writing at least two (2) weeks prior to the date on which the requested leave is to commence, except in cases of emergency.

**ARTICLE XXVII**  
**SAFETY AND HEALTH**

It is the desire of the Employer and the Union to maintain the highest standards of safety and health in the Fire Department in order to eliminate as much as possible accidents, death, injuries, and illness in the fire service.

**Section 1**

The Employer shall provide and maintain:

- Station uniforms including Nomex long and short sleeve shirts and pants
- Personal Protective Equipment including turnout gear, helmets, boots, gloves, hoods and emergency escape systems
- Fire Apparatus including all engines/pumpers, ladders, rescues, etc.
- Self-contained breathing apparatus and fill stations
- Firefighting and rescue equipment
- Emergency medical equipment

**Section 2**

The Employer and the Union shall be represented as follows: Union: three (3) appointed fire fighters and/or officers. Employer: three (3) appointed members to be named by the Mayor. The names of the appointed members shall be exchanged by the parties no later than January 31. This committee will meet during the first week in April, during the first week of October, or at any time that extreme hazard comes into existence. Such a condition may be declared by any three (3) members of the joint committee.

The Employer shall not restrict the safety committee member from any fire department facility when investigating health or safety condition.

This committee will be guided but not restricted to the following principles:

- a. Make immediate and detailed investigation of each accident, death, or injury to determine the fundamental causes.
- b. Develop data to indicate accident sources and injury rates,

and develop uniform reporting procedures.

c. Inspect Fire Department facilities and apparatus to detect hazardous physical conditions or unsafe work methods, including training procedures.

d. Recommend changes or additions to protective equipment, protective apparel or devices for the elimination of hazards of the fire fighting.

e. Promote safety and first aid training for committee members and fire fighters.

f. Participate in the advertising and in selling the safety program to the Employees through Department meetings and training.

### Section 3

In the event an Employee's equipment and/or station uniform is confiscated due to contamination, said equipment will be replaced by the Employer.

**ARTICLE XXVIII**

**POLICE DUTIES**

Fire fighters shall not be required to perform those duties which are performed by police officers, except as provided by law.

**ARTICLE XXIX**

**IDENTIFICATION CARDS**

Employees shall be provided with a valid uniformed Fire Department identification card. The cost involved for the making of these cards to be borne by the Employer.

**ARTICLE XXX**

**MUTUAL AID**

The Employer guarantees that Employees who are either injured or killed while rendering aid to a neighboring community are fully covered by insurance and pensions (N.J.S.A. 40A:14-26).

ARTICLE XXXI

MAINTENANCE OF MOTOR VEHICLE APPARATUS

The Employer shall establish a uniformed maintenance schedule for all motor vehicle apparatus within the Department.



ARTICLE XXXII

MAINTENANCE OF STANDARDS

Section 1 Prevailing Rights

All conditions of employment that now exist but are not covered by this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2 Extra Contract Agreements

The Employer shall not enter into any agreement with Employees which in any way conflicts with the terms of this contract and shall recognize only officials of the Union as official representatives of the negotiations unit.

**ARTICLE XXXIII**

**MANAGEMENT RIGHTS CLAUSE**

The Employer reserves to itself sole jurisdiction and authority over matters of policy and retains the following rights, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations: (a) to direct Employees of the Department; (b) to demote, discharge, or take other disciplinary action against Employees; (c) to relieve Employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the Department operations entrusted to them; (e) to determine the methods, means and personnel which such operations are to be conducted; (f) to establish reasonable work rules; (g) to take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency. Any action taken or powers exercised under this Management Rights Clause shall not be in conflict with any other provisions of this Agreement. If such conflict arises, the other term or terms of this Agreement shall prevail.

ARTICLE XXXIV

PAYDAYS

Effective 1 August 2011, employees covered by this agreement shall be paid semi - monthly.

ARTICLE XXXV

FULLY BARGAINED PROVISION

This Agreement represents and incorporates directly or by reference the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE XXXVI**  
**PERSONAL LEAVE**

**Section 1**

Twenty-four (24) hours of personal leave shall be granted to each Employee annually. The fire fighter must give the Chief or his authorized representative twenty four (24) hours advanced notice of his intention to take this time, if possible. The Chief or his authorized representative's approval is necessary before the time can be taken. Personal leave may be taken in four (4) hour time periods.

**Section 2**

Twenty-four hour personal leave days may be accrued up to three (3) maximum. At the option of the fire fighter, he may receive twenty-four (24) hours pay per personal leave day, which shall be paid on the first payday in May of the following year, based on his salary in the preceding year.

**Section 3**

In the event of the death of the employee, time accrued will be paid to the beneficiary on file, or if none, to the estate.

**ARTICLE XXXVII**

**FIREMATIC ORGANIZATIONS**

Fire fighters who are duly elected delegates to firematic organizations shall be granted the necessary time off with pay in accordance with Chapter 40 P.L. 1974 and R.S. 38:23-2.

**ARTICLE XXXVIII**  
**SAVINGS CLAUSE**

If any provision of this Agreement or the application of any such provision shall be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. \_In the event any provision is declared invalid as aforesaid, the parties agree to negotiate a new provision to replace said invalid provision.

## ARTICLE XXXIX

### TRAINING

#### Section 1

Employees may attend fire training classes, courses or seminars upon obtaining the prior written approval of the Chief.

#### Section 2

a. If approval to attend a fire training class, course or seminar is granted, the Employer shall provide the necessary time off to attend the training class, course or seminar. When attendance is required during off-duty hours, the Employee shall be provided compensatory time off at the rate of time and one-half. Compensatory time shall not be scheduled unless the Employee has obtained the Chief's prior approval. If compensatory time cannot be taken before the end of the calendar year as a result of the Chief's denial of the Employee's request, then, at the Employer's option, the Employee shall be paid for compensatory time at his straight time rate for the year in which the training took place or he shall be allowed to accumulate his compensatory time for one (1) year only. If the Employee's request for compensatory time is denied during the second year, then the Employee shall be paid for compensatory time at his straight time rate for the year in which the training took place. Under no circumstances shall an Employee otherwise be permitted to accumulate compensatory time.

b. Compensatory time shall be taken in a minimum of at least a four (4) hour block of time.

#### Section 3

Upon completion of the training, the Employer agrees to reimburse the Employee for the tuition and required textbooks within thirty (30) days of receipt of a duly executed purchase order and written proof that the Employee successfully completed the class, course or seminar.

#### Section 4



- a. Employees who possess and maintain a valid State of NJ Fire Instructor Level 1 shall receive an annual stipend of \$1,500 per year.
- b. Employees who possess and maintain a valid State of NJ Fire Instructor Level 2 shall receive an annual stipend of \$2,500 per year.
- c. These stipends shall be added to the base salary for pension purposes.
- d. To be eligible to receive the stipend the employee must be willing and able to perform training for the Perth Amboy Fire Department at no additional cost beyond that which is outlined in this agreement.
- e. A maximum of ten (10) fire fighters shall be eligible to receive the NJ Fire Instructor Level 1 stipend and a maximum four (4) fire fighters shall be eligible to receive the Level 2 stipend. Those fire fighters in excess of the specified amount above on 31 December 2018 shall be grandfathered. The Chief may approve additional fire fighters to receive instructor stipend beyond these set limits for operational reasons if and when needed, subject to approval by the Administrator and the Chief Financial Officer.

#### **Section 5**

If a firefighter who is a certified instructor teaches or instructs a class off-duty at the request of the Department, the instructor shall receive compensatory time at the rate of straight time and a half, or at the Employee's option, be paid at the overtime rate for the duration of the session.

## ARTICLE XL

### MANDATORY RANDOM DRUG AND ALCOHOL TESTING PROGRAM

Effective upon execution of this contract, all Employees shall be subject to mandatory random drug and alcohol testing in a similar manner as the City's existing CDL program. The drug testing procedures will mirror the federal guidelines (49 CFR part 40) with the penalties as outlined in Article XLI of this Agreement.

Random testing shall be provided on a quarterly basis with seven (7) primary and seven (7) substitute employees selected randomly. The date for the test shall be determined by the Employer. A Union official may be present during the testing.

Covered employees must provide written consent on a form provided by the City to participate in the Mandatory Random Drug and Alcohol Testing Program. All covered employees shall be treated equally in all respects.

The penalty for testing positive on any random or reasonable suspicion drug test shall be immediate dismissal.

A positive random or reasonable suspicion alcohol test of .08 percent or greater shall be considered intoxication. The penalty for a positive test of .08 percent or greater while on duty:

**First Offense:** The Employee shall be immediately removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least a written reprimand and may include up to a three (3) days (each day having a value of eight (8) hours) suspension without pay and submit to return to work testing as described in the policy.

**Second Offense:** The Employee shall be immediately removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least a three (3) day (each day having a value of eight (8) hours) and up to a ten (10) day suspension without pay and the requirement that the Employee shall submit proof of participation and successful completion in an approved alcohol rehabilitation program.

**Third Offense:** The Employee shall immediately be removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least a forty-five (45) day (each day having a value of eight

(8) hours) suspension without pay and the requirement that the Employee shall submit proof of participation and successful completion in an approved alcohol rehabilitation program. Such disciplinary action may also include dismissal.

Fourth Offense: The Employee shall immediately be removed from duty and dismissed.

The penalty for a positive test of .08 percent or greater while off duty and in uniform:

First Offense: The Employee shall be subject to disciplinary action, at a minimum, of a written reprimand or up to two (2) days (each day having a value of eight (8) hours) suspension without pay and submit to return to work testing as described in the policy.

Second Offense: The Employee shall be subject to disciplinary action of, at a minimum, a two (2) day (each day having a value of eight (8) hours) suspension without pay and submit to return to work testing as described in the policy, to ten (10) days suspension without pay and the requirement that the Employee shall submit proof of participation and successful completion in an approved alcohol rehabilitation program.

Third Offense: The Employee shall be subject to disciplinary action of a ten (10) day to thirty (30) day (each day having a value of eight (8) hours) suspension without pay and requirement that the Employee shall submit proof of participation and successful completion in an approved rehabilitation program.

A positive test of .02 to .0799 percent while on duty:

First Offense: The Employee shall be immediately removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least a written reprimand and may include up to a one (1) day (each day having a value of eight (8) hours) suspension without pay and submit to work testing as described in the policy.

Second Offense: The Employee shall be immediately removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least one (1) day to five (5) days (each day having a value of eight (8) hours) suspension without pay. Submit to return to work testing as described in the policy and the requirement that the Employee shall

submit proof of participation and successful completion in an approved alcohol rehabilitation program.

Third Offense: The Employee shall be immediately removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least a thirty (30) day (each day having a value of eight (8) hours) suspension without pay and the requirement that the Employee shall submit proof of participation and successful completion in an approved alcohol rehabilitation program. Such action may also include dismissal.

Fourth Offense: The Employee shall be immediately removed from duty and dismissed.

Failure to successfully complete the required rehabilitation program shall result in additional disciplinary action. Such action may include dismissal.

Refusal to submit to a test as required without a valid medical examination shall subject the individual to immediate dismissal.

**ARTICLE XLI**

**EXTREME WEATHER**

The Department will maintain a policy following national guidelines regarding non-emergency duties in extreme weather.

ARTICLE XLII

DURATION

Except as provided herein, this Agreement shall be retroactive to January 1, 2019 and shall remain in full force and effect until December 31, 2022.

It shall automatically be renewed from year to year thereafter, unless either party to this Agreement shall have notified the other in accordance with the rules of the Public Employment Relations Commission that it desires to renegotiate the Agreement. If the present Agreement expires before a new Agreement is reached, the terms of this Agreement shall remain in effect until the Employees are covered by a subsequent Agreement.

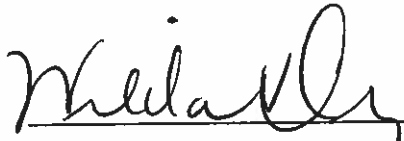
IN WITNESS THEREOF, the parties hereto set their hands and seals this 12<sup>th</sup> day of March 2019, ~~2019~~ 2020

ATTEST:

CITY OF PERTH AMBOY



VICTORIA ANN KUPSCH  
City Clerk




HON. WILDA DIAZ  
Mayor

ATTEST:

PERTH AMBOY UNIFORMED FIRE FIGHTERS  
I.A.F.F. LOCAL 286 AFL/CIO

\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President

**EXHIBIT A****Employees hired before July 1, 2015:**

	<u>Year of Service</u>	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>
FF 8 <sup>th</sup> Grade	1	32,562	33,051	33,546	34,050
FF 7 <sup>th</sup> Grade	2	39,851	40,449	41,055	41,671
FF 6 <sup>th</sup> Grade	3	47,139	47,846	48,564	49,293
FF 5 <sup>th</sup> Grade	4	54,428	55,244	56,073	56,914
FF 4 <sup>th</sup> Grade	5	61,716	62,642	63,582	64,535
FF 3 <sup>rd</sup> Grade	6	69,005	70,040	71,091	72,157
FF 2 <sup>nd</sup> Grade	7	76,293	77,438	78,599	79,778
FF 1 <sup>st</sup> Grade	8	83,582	84,836	86,108	87,400
Sr. FF I	9	88,594	89,923	91,272	92,641
Sr. FF II	16	95,065	96,491	97,938	99,407
Train Officer	n/a	97,353	98,813	100,295	101,800

**Employees hired after July 1, 2015 and before July 1, 2019**

	<u>Year of Service</u>	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>
FF 9 <sup>th</sup> Grade	1	35,246	35,775	36,312	36,857
FF 8 <sup>th</sup> Grade	2	41,289	41,908	42,536	43,175
FF 7 <sup>th</sup> Grade	3	47,330	48,040	48,761	49,492
FF 6 <sup>th</sup> Grade	4	53,371	54,172	54,985	55,809
FF 5 <sup>th</sup> Grade	5	59,414	60,305	61,210	62,128
FF 4 <sup>th</sup> Grade	6	65,455	66,437	67,434	68,445
FF 3 <sup>rd</sup> Grade	7	71,498	72,570	73,659	74,764
FF 2 <sup>nd</sup> Grade	8	77,539	78,702	79,883	81,081
FF 1 <sup>st</sup> Grade	9	83,582	84,836	86,108	87,400
Sr. FF I	10	88,594	89,923	91,272	92,641
Sr. FF II	16	95,065	96,491	97,938	99,407
Train Officer	n/a	97,353	98,813	100,295	101,800

**Employees Hired After July 1, 2019:**

	<u>Year of Service</u>	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>
FF 9 <sup>th</sup> Grade	1	41,289	41,908	42,536	43,175
FF 8 <sup>th</sup> Grade	2	47,330	48,040	48,761	49,492
FF 7 <sup>th</sup> Grade	3	53,371	54,172	54,985	55,809
FF 6 <sup>th</sup> Grade	4	59,414	60,305	61,210	62,128
FF 5 <sup>th</sup> Grade	5	65,455	66,437	67,434	68,445
FF 4 <sup>th</sup> Grade	6	71,498	72,570	73,659	74,764
FF 3 <sup>rd</sup> Grade	7	77,539	78,702	79,883	81,081
FF 2 <sup>nd</sup> Grade	8	83,582	84,836	86,108	87,400
FF 1 <sup>st</sup> Grade	9	86,088	87,379	88,690	90,020
Sr. FF I	10	88,594	89,923	91,272	92,641
Sr. FF II	16	95,065	96,491	97,938	99,407
Train Officer	n/a	97,353	98,813	100,295	101,800

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