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RUTGERS UNIVERSITY

AMENDED AGREEMENT

between

the

CITY OF TRENTON,

MERCER COUNTY, NEW JERSEY

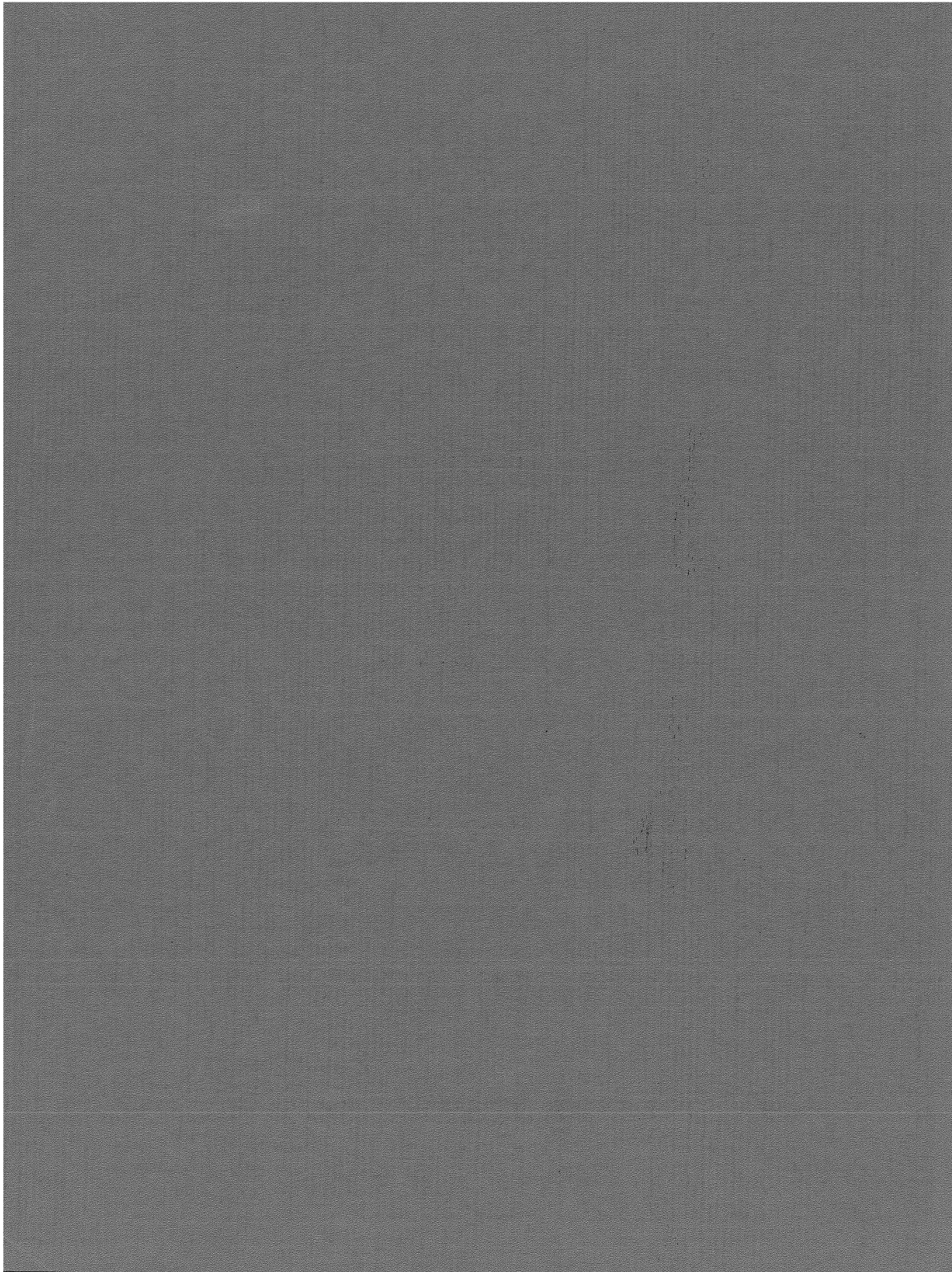
and

the

TRENTON FIRE OFFICERS ASSOCIATION

1/1/77 - 12/31/78





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THIS AMENDED AGREEMENT, executed this 9th day of August, 1977, is a "negotiated revision" of the original agreement, (dated the 6th day of January, 1975; having become effective the 1st day of January, 1974), upon the authorization of Resolution 75-1, adopted the 2nd day of January, 1975; and now represents the existing "Articles of Agreement", by and between:

"The CITY of TRENTON", a municipal corporation  
situated in the County of Mercer, State of  
New Jersey, hereinafter designated: "CITY",

and,

"The TRENTON FIRE OFFICERS ASSOCIATION",  
hereinafter designated, "T.F.O.A.",

which are designed to promote and maintain a harmonious relationship between the CITY of TRENTON, (Employer), and those employees who are within the provisions of this Agreement; in order that a more efficient and progressive public service may be rendered.

WITNESSETH:

#### **ARTICLE I: Recognition and Areas of Negotiation**

##### **Section 1.01 - Recognition:**

The CITY hereby recognizes the T.F.O.A. as the sole and exclusive representative and bargaining agent for the collective bargaining unit, which shall include the following members of the Fire Division of the Department of Public Safety, to wit: Captains, Battalion Chiefs, Drillmaster, Chief Mechanic, Chief Combustible Inspector, Assistant Chief Mechanic, and Assistant Chief Combustible Inspector.

##### **Section 1.02 - Areas of Negotiation:**

The CITY and the T.F.O.A. hereby agree that the parties shall retain the right to negotiate in the manner provided for in pertinent areas of the Agreement, as to changes in any of the terms and conditions of the provisions of this Agreement, without prejudice to, or infringement upon, the terms, conditions and provisions of this Agreement.

##### **Section 1.03 - Dues Deduction:**

The CITY shall deduct from the wages of each designated member of the T.F.O.A. the following:

- a. Initial dues for new Fire Officers who shall become members of the T.F.O.A. subsequent to the execution of this Agreement.
- b. Biweekly dues in the amount of \$1.00 from the earned wages of all members of the T.F.O.A. subject to written authorization and approval from each member.

#### **ARTICLE II: Standing Committees - Rights and Duties**

##### **Section 2.01 - Negotiating Committee:**

There shall be five members of the T.F.O.A. Negotiating Committee. These members shall be granted leave from duty with full pay, for all meetings between the CITY and the T.F.O.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, reasonable notice shall be rendered to the Director of Public Safety or the Chief of the Fire Division.

**Section 2.02 - Consultants and Negotiators:**

The CITY recognizes the right of the T.F.O.A. to designate a "Labor Relations Consultant", or any individual of its choice, who may be authorized to serve as Chief Negotiator in concert with the members of the Negotiating Committee.

In the event consultation becomes necessary, regarding relations between the CITY and the T.F.O.A., the CITY may contact the current Chairman, Secretary, or any member of the T.F.O.A. Negotiating Committee, including the designated "Labor Relations Consultant" to discuss the matter; that person shall inform the other Committee members of the matter under discussion.

**Section 2.03 - Grievance Committee:**

There shall be two members of the T.F.O.A. Grievance Committee granted leave from duty with full pay for all meetings between the CITY and the T.F.O.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, and upon reasonable notice to the Chief of the Fire Division or the Director of Public Safety.

**ARTICLE III: Hours of Work and Overtime**

**Section 3.01 - Hours of Work:**

- a. The work week for all Officers who perform fire fighting duties shall be an average of not more than forty-two (42) hours per week; computed over a period of one (1) calendar year, based on the work schedule cycle of two ten-hour days from 8:00 a.m. to 6:00 p.m., followed by one day off, followed by two 14-hour nights from 6:00 p.m. to 8:00 a.m., followed by two calendar days off.
- b. The work week for all Officers on a basic forty (40) hour week shall consist of five (5) consecutive days, Monday through Friday, inclusive. Each duty day shall not exceed eight consecutive hours, with the starting time as determined by the Fire Chief.

**Section 3.02 - Overtime Payments:**

- a. *Regular Overtime:* Whenever an Officer works in excess of his regularly assigned work week or work schedule as provided for in Section 1 of Article III; in addition to any other benefits to which he may be entitled, he shall be paid for such overtime work at 1 and ½ times the hourly rate which he receives for his regularly assigned duty, after 30 minutes beyond regular relief time for fire fighting and/or other emergency duties; with a four hour minimum, to be computed on an eight hour day.
- b. *Recall:* Each Officer called back to work after completion of his regular tour of duty shall be given a minimum of four (4) hours overtime at 1 and ½ times the hourly rate. Said overtime shall be computed on an eight hour day.
- c. *Mechanics Standby Policy:* One Mechanic within the Fire Division will be required to standby each week on a rotating basis as assigned by the Chief of the Fire Division. The Mechanic on standby will be paid a total of eight hours each week at the overtime rate of time and one half, or a total of twelve hours at straight time. At the same time, all Mechanics called back by the Fire Division to perform emergency repairs shall be paid at the rate of time and one half, for the actual time worked on such repairs.
- d. *Court Appearances:* Effective on the date of the signing of this Agreement, time spent in court by employees covered by this Agreement will be compensated at the rate of time and one half of regular pay, if the employee's appearance in court is required by his official duties, and if the appearance falls outside of his assigned duty period for any given week.



- e. *Working Out of Title:* Officers covered by this Agreement who are temporarily assigned to higher ranking titles or positions, shall receive the full pay of that higher title or position in accordance with PM-12, for all hours so assigned when such assignment takes place over a period of 42 or more consecutive working hours, retroactive to the first hour he has worked in that higher title or position. And he shall receive his compensation in the next regular pay period subsequent to the performance of such duty, provided; that such performance has been duly reported through proper procedures to the Data Processing Center, by the Fire Division, unless otherwise warranted by circumstances beyond control of the Administration. Employees temporarily assigned to higher titles for periods lasting less than 42 consecutive working hours, will not receive any pay of the higher title; but will continue to receive the pay of their existing title. Assignment to a higher title can only be made through the approval of the Appointing Authority and the Business Administrator. Officers who are working out of title under the provisions of this section, and who are required to work overtime in the capacity of the temporary higher title, and are receiving the pay of the higher title under the provisions of this section, shall receive time and one half pay at the rate of the higher title. If an officer exchanges work shifts with another officer within the out of title period, the work period so exchanged will not break continuity toward the required 42 consecutive hours. Members covered by this Agreement who are assigned to work a 40 hour five day work week, and who are temporarily assigned to higher titles, shall receive the full pay of the higher title for all days so assigned when such assignment takes place over a period of five or more working days retroactive of the first day worked in the higher title.

#### ARTICLE IV: Wages

##### Section 4.01 - Salaries:

- a. Salary for the purpose of this Agreement shall be the highest salary that an Officer is duly and properly authorized to receive at the beginning of each calendar year.
- b. Beginning January 1, 1977, the following shall be the annual salaries for the ranks designated:

*Title*

Assistant Chief Combustible Inspector	\$16,697.00
Assistant Chief Mechanic	18,581.00
Captain	18,581.00
Chief Combustible Inspector	19,696.00
Chief Mechanic	20,811.00
Battalion Chief	20,811.00

- c. Beginning January 1, 1978, the following shall be the annual salaries for the ranks designated:

*Title*

Assistant Chief Combustible Inspector	\$17,599.00
Assistant Chief Mechanic	19,585.00
Captain	19,585.00
Chief Combustible Inspector	20,760.00
Chief Mechanic	21,935.00
Battalion Chief	21,935.00

##### Section 4.02 - Rank Differentials:

The "Rank Differential" for the Chief Combustible Inspector shall be 50% of the difference in salary between the ranks of Captain and Battalion Chief.

The "Rank Differential" for the Assistant Combustible Inspector shall be 50% of the difference in salary between the ranks of Senior Firefighter at maximum grade and Captain.

The "Rank Differentials" between all officer grades from Captain ascending to Chief shall not be less than 12%.

The rank of Chief Mechanic shall be equivalent to that of Battalion Chief.

The rank of Assistant Chief Mechanic shall be equivalent to that of Captain.

The "Rank Differential" for all ranks shall include the continuation of the practice of granting two additional vacation days over the number of days granted in the level a man was promoted from.

## ARTICLE V: Longevity Pay

### Section 5.01 - Longevity Increments

Each employee covered by this Agreement, shall, in addition to his regular wages and benefits, be paid a longevity increment based upon years of service with the Division of Fire of the Department of Public Safety in accordance with the following schedules:

- a. As of January 1, 1977, the longevity increments shall be as follows:
  - a. After 5 years of service - \$ 200
  - b. After 10 years of service - 400
  - c. After 15 years of service - 700
  - d. After 20 years of service - 900
  - e. After 25 years of service - 1,100
  - f. After 30 years of service - 1,300
  - g. After 35 years of service - 1,500
  - h. After 40 years of service - 1,700
- b. As of January 1, 1978, the longevity increments shall be as follows:
  - a. After 5 years of service - \$ 200
  - b. After 10 years of service - 400
  - c. After 15 years of service - 800
  - d. After 20 years of service - 1,000
  - e. After 25 years of service - 1,200
  - f. After 30 years of service - 1,400
  - g. After 35 years of service - 1,600
  - h. After 40 years of service - 1,800

### Section 5.02 - Qualification and Method of Payment:

Each employee shall qualify for the longevity increment on the date of the anniversary of his employment, and such increment shall be due and payable in the month in which his anniversary date falls. The longevity increment shall increase the employee's annual rate of pay, beginning in the month of his anniversary, and shall be pro-rated over equal pay periods, for the remaining pay periods of his anniversary year. Time spent on suspension without pay status, or on leave without pay, except with regard to leave for military service with the armed forces of the United States of America and scholarship leave, shall not be included in determining years of service. If after final adjudication, an employee is found not guilty of charges specified against him, all time during such suspension shall be included in determining years of service.

## ARTICLE VI: Clothing Allowance

### Section 6.01:

All Officers of the Fire Division covered by this Agreement shall be entitled to receive \$500.00 annually for "clothing allowance", payable in the amount of \$250.00 each, in the months of January and July, of each year.



## ARTICLE VII: Health and Welfare

### Section 7.01 - Health Insurance:

All Officers of the Fire Division and their dependants covered by this Agreement, shall be entitled to full coverage of Blue Cross and Blue Shield hospitalization plans, and Major Medical benefits, which shall be paid for by the CITY; and to a Prescription Drug Plan, which plan shall be based on a \$1.25.deductible method.

### Section 7.02 - Dental and Optical:

If, during the term of this Agreement, the vast majority of State employees become eligible for health benefits in the area of dental and optical health insurance, which benefits must, by existing State law, be negotiated by the State with individual bargaining units within the State outside of the existing State Health Benefits Program, the CITY, beginning on January 1, 1978, or for that part of 1978 during which these benefits become generally available to the vast majority of State employees, will provide the same benefits to employees covered by this Agreement. This provision would not be necessary if these particular health benefits were a part of the State Health Benefits Program, since the CITY is part of that Program, and any improvement made by the State of New Jersey in the State Health Benefits Program is automatically provided to City of Trenton employees.

## ARTICLE VIII: Sick Leave

### Section 8.01:

Each employee is entitled to remain on sick leave for a period of one (1) year for each separate illness or injury which is not service-connected. In no case will the period of sick leave extend beyond one (1) year; even if more than one illness or injury occurring consecutively is involved. This policy does not refer to Line-of-Duty injuries and time off for such injury is not charged as sick time.

### Section 8.02:

The Association clearly recognizes, however; the right of the CITY to require that employees on sick leave be examined as often as the CITY sees fit, by the Police and Fire Surgeon, or any other physician designated by the CITY or said Surgeon; and that at any time, if the employee is found by a physician to be capable of returning to work, the employee will be ordered back to active duty.

### Section 8.03:

If an employee becomes ill during his regularly scheduled vacation period, any absence from duty during said vacation period will be charged as vacation, not sickness.

### Section 8.04:

If an employee is on sick leave or absent on account of Line-of-Duty injury prior to his regularly scheduled vacation period, and he is unable to take his vacation in that calendar year due to said illness or injury, the Chief of the Fire Division shall reschedule this unused vacation period in the following calendar year, with the approval of the Appointing Authority, providing, however; that in no case will such rescheduling of vacation result in increased overtime costs or reduction in the efficiency of the fire service.

### Section 8.05:

No employee while assigned at the discretion of the CITY to other duties, or light duty, shall be charged with sick leave while performing such duties.

**ARTICLE IX: Vacations**

**Section 9.01:**

All employees covered by this Agreement shall continue to receive as vacation with pay the number of days off as prescribed by Section 3 of PM-3a, issued December 23, 1966.

**ARTICLE X: Holidays**

**Section 10.01 - Designation:**

The T.F.O.A. agrees to recognize as paid holidays, such holidays as shall be designated for all employees of the City of Trenton as set forth in the appropriate ordinance or resolution adopted by the CITY for such purpose.

**Section 10.02 - Non-duty Day:**

It is recognized by both parties that by reason of Divisional business certain employees of the Fire Division are not able to be excused from working on such holidays as are normally enjoyed by other City employees. Therefore, in lieu of receiving days off on such holidays, Officers who perform fire-fighting duties as described in Section 3.01 of this Agreement will receive a full day's pay in addition to their regular salary for each such holiday as determined in Section 10.01. For this purpose, in the event that any of the aforesaid allowed paid holidays fall on a non-duty day, said holiday shall be deemed to have fallen on a regular working day.

**Section 10.03 - Special Duty Members:**

Members covered by this Agreement, who are assigned to work a 40-hour, five day work week, as detailed in Section 3.01 (b) of this Agreement, and; who are required by reason of Division business to work on some holidays during each year, which number, (holidays worked each year), is to approximate the average number of holidays worked by other members of the Division; will receive a full day's pay in addition to their regular salary for the number of holidays as listed below, for each year, to wit:

<i>Title</i>	<i>Paid Holidays</i>
Assistant Chief Combustible Inspector	7
Assistant Chief Mechanic	7
Chief Combustible Inspector	8
Chief Mechanic	8
Drillmaster (Battalion Chief)	8

In addition, employees working the titles listed above, will be given their regular five (5) personal days each year, but only with the approval of the Fire Chief, and only if the scheduling of such days will not result in increased overtime costs, or in a reduction of the efficiency of the fire service. These five (5) personal days cannot be carried, and cannot at any time be converted into cash, if for some reason they are not taken during the appropriate year.

**Section 10.04 - Terminal Leave:**

Upon retirement in accordance with the provisions of the New Jersey Police and Fire Retirement System, fire officers shall receive either the number of vacation days or equivalent compensation which he would have received or earned had he worked the entire calendar year, minus any vacation days taken during the year of retirement, the resulting number of vacation days, however, being reduced pro rata by the percentage of the employee's previous year of employment spent on sick (and injury) time, up the number of earned vacation days not taken.

## ARTICLE XI: Miscellaneous

### Section 11.01:

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

## ARTICLE XII: Seniority

### Section 12.01:

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

## ARTICLE XIII: Promotional Vacancies

### Section 13.01:

The CITY agrees to make every possible good faith effort to fill promotional vacancies occurring in the job titles covered by this Agreement within a reasonable time, not to exceed three months. Such vacancies will be filled from existing Civil Service certification list. Such action by the CITY will, however, be contingent upon the approval by the Mayor's Job Freeze Committee of the regular request to fill such vacancies submitted to the Committee by the Director of Public Safety, as soon as practicable after each such vacancy occurs.

## ARTICLE XIV: Grievance Procedure

### Section 14.01:

In the event that any dispute, difference of grievance shall arise between the Employer and any Employee; or between the Employer and the Association, regarding the interpretation and application of this Agreement; or regarding condition of employment, (including, but not limited to, the disciplining or discharge of Employees), the parties involved in such dispute, difference of grievance, shall first make a bona fide attempt at a settlement thereof by the following procedure to wit:

- a. Complaints may be initiated by an individual employee to his supervisor. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized Association Representative.
- b. When the Association wishes to present a grievance for itself or for an employee, or groups of employees for settlement, such grievance shall be presented as follows:
  - Step 1:* The President of the Association or his duly authorized and designated representative shall present and discuss the grievance or grievances, orally, with the Chief of the Division of Fire, or his duly designated representative. The Chief of the Division of Fire shall answer the grievance orally, within five (5) days.
  - Step 2:* If the grievance is not resolved at Step 1 or if no answer has been received by the Association within the time set forth in Step 1, the Association shall present the grievance within ten days in writing to the Director of Public Safety. The presentation shall set forth the position of the Association, and at the request of either party, or the Director, discussions may ensue. The Director of Public Safety shall answer the grievance in writing within ten (10) days, after receipt of the grievance, setting forth the position of the Employer.
  - Step 3:* If the grievance is not resolved at Step 2, or if no answer has been received by the Association within the time set forth in Step 2, the grievance may be presented in writing to the Business Administrator. The final decision of the Business Administrator shall be given to the Association, in writing, within fourteen (14) days after the receipt of the grievance by the Business Administrator. Discussion may ensue in the interim, at the request of either party, or the Business Administrator.

- c. If the grievance has not been settled by the parties at Step 3 of the Grievance Procedure, or if no answer in writing by the Business Administrator has been received by the Association, within the time provided in Step 3, the Association may demand arbitration of the grievance in accordance with arbitration procedure, as hereinafter set forth.

**Section 14.02:**

Nothing herein is intended to deny an employee the right of appeal, as expressly granted in the Revised Civil Service Rules for the State of New Jersey.

**Section 14.03:**

Nothing herein shall prevent any employee from processing his own grievance, provided the Grievance Committee may be present.

**Section 14.04 - Arbitration:**

- a. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this Agreement, not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator as hereinafter provided.
- b. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted, by written demand upon the other party; specifying the nature of the unsettled grievance, or other matter in dispute. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to appoint an arbitrator, to hear the arbitration in the manner set forth in Rule 19:12-14, Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission.
- c. The decision of the Arbitrator shall be in writing and shall include the reasons for each finding and conclusion.
- d. The decision of the Arbitrator shall be final and binding on the Association and the Employer.
- e. Where an employee has exercised his right of appeal as expressly granted in the Revised Civil Service Rules or Statutes of New Jersey, there shall be no right to arbitration under the provisions of this article.
- f. In the event of a change in the law governing the New Jersey Public Employment Relations Commission, or its rules and regulations, which would in any way affect the method of selection of an Arbitrator, then, in the alternative; the party demanding the arbitration shall request of the American Arbitration Association, submission of a list of nine (9) Arbitrators, from which the parties may make a selection of *ONE* (1) Arbitrator. If the parties fail to agree on the selection of the Arbitrator from the list, each party shall alternately strike one name, until but one name remains and that party shall be the Arbitrator, of the issue or issues to be arbitrated. The cost of the Arbitrator's services, if any, shall be shared by both parties and each of the parties bear its own cost.
- g. Nothing herein contained shall subject the matters of wages, hours, other fiscal benefits or union recognition to arbitration, it being the specific *intent* that the within Article XIV relating to grievance procedures shall apply only to the settlement of disputes, differences or grievances between the Employer and Employee or between the Employer and the Association, as set forth in Section 1 of the Grievance Procedure herein.

**ARTICLE XV: Strikes and Other Job Action**

**Section 15.01:**

The employees recognize and acknowledge the existing state of the law in the State of New Jersey relating to the rights of public employees to strike or to take any other concerted action designed to illegally obstruct or disable the proper functions of the City, and employees agree to be bound by all such laws, as they now exist, or as they may be modified or amended, from time to time.



## ARTICLE XVI: Management of City's Affairs

### Section 16.01:

- a. The employees recognize that areas of responsibility must be reserved to the City to serve the public effectively. Therefore, the right to manage the affairs of the City and to direct the working forces and operations of the City, subject to the limitations of this Agreement, is vested and retained by the City, exclusively.
- b. The management and the conduct of the business of the City and the direction of its working force are the rights of the Employer. The Employer shall have the right, subject to the terms herein contained, to hire employees, to classify, assign, transfer and promote them, to discipline or discharge them for cause, and in general to maintain discipline, order and efficiency consistent with the Rules and Regulations of the Civil Service Commission.
- c. The Employer reserves the right to publish reasonable rules and regulations from time to time as it may be necessary and proper for the conduct of its business, provided that the same are not inconsistent with the terms of this Agreement, and provided further that such rules and regulations are subject to the grievance and arbitration provision of this Agreement.

## ARTICLE XVII: Administrative Code, Administrative Manual and Rules and Regulations

### Section 17.01:

Notwithstanding anything contained herein to the contrary, the Employee hereby recognizes and agrees that the Administrative Code, Administrative Manual of the Employer, and the Rules and Regulations of the Division of Fire, of the Department of Public Safety, of the Employer, continue in full force and effect with respect to the Employees as they presently exist, including any amendments thereto, and are operative as to the Employees, unless specific provisions are set forth herein in contravention of the matters set forth therein in which event the provisions of this Agreement shall prevail.

## ARTICLE XVIII: Applicable Laws

### Section 18.01:

The provisions of this Agreement shall be subject to and shall not annul or modify existing applicable provisions of Federal, State and Local Laws and ordinances or any properly enacted amendments, additions or deletion thereto, except as specifically permitted thereby.

## ARTICLE XIX: Manpower

### Section 19.01:

In order to protect the health and safety of the employees of the Fire Division, and to provide an improved level of fire service to the City; the City agrees to provide during each tour of duty a minimum of two (2) Battalion Chiefs for City-wide response, and one (1) Captain riding on each apparatus, at all times, and to institute an overtime program designed to maintain this minimum manpower for fire fighting.

### Section 19.02:

In regards to the overtime program specified in Article XIX, Section 19.01, members of this organization will be afforded a pool of 350 man-tours to be used throughout 1977 and 216 man-tours to be used throughout 1978. These man-tours shall be used as needed to insure adequate supervision and shall be scheduled by the Chief of the Department or his designee.

## ARTICLE XX: Duration and Renegotiation

### Section 20.01 - Duration:

- a. This amendatory Agreement is for the term January 1, 1977 through December 31, 1978; it shall, however, remain in full force and effect, as provided for, by Sub-section (b), of Section 20.02, hereinbelow.

### Section 20.02 - Renegotiation:

- a. In accordance with the procedure established by P.E.R.C. either of the parties to this Agreement desiring to renegotiate any specific Article, Section, or Sub-section of the within Agreement shall give notice in writing to the other party.
- b. During any period of renegotiations, through mediation and subsequent to the terminal date of the within Agreement concluding upon the receipt of a factfinder's report, if any; the parties shall be obligated to honor each and every provision of the Agreement, and as amended; provided, however, that in the event it shall become substantially clear that the obligation to honor any particular provision shall present a clear and present danger, substantially detrimental to the health, welfare, and safety of the members of the T.F.O.A., or the City of Trenton; the parties hereto are now obligated to seek an "Interim Modification" as hereinafter specified, by serving written notice upon the other, requesting a meeting to discuss the matter. In the event the parties cannot agree to an "Interim Modification", of any specific term, condition or provision, then; either party may invoke "Immediate Arbitration", in accordance with the provisions promulgated by P.E.R.C.
- c. Only upon the express findings and final decision of the arbitrator, that a hardship does exist, and that a modification or deletion of the term, condition, or provision in question is necessary, shall the requesting party be then entitled to initiate such modification or deletion, pending such further or final amended Agreement which may culminate from the negotiations, by way of the procedure described hereinabove.

## ARTICLE XXI: Funeral Leave

### Section 21.01

In the case of the death of father, mother, grandfather, grandmother, grandchild, spouse, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law, a member shall be granted funeral leave starting at the time of death and ending with duty as scheduled on the second calendar day following interment.

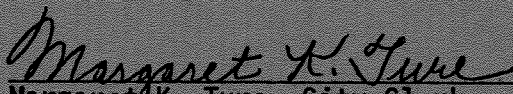
### Section 21.02:


In the case of the death of an uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, grandparent of a member's spouse, niece or nephew of a member's spouse, or aunt or uncle of a member's spouse, only the day of burial will be granted as funeral leave and the member shall report for duty as scheduled on the day following interment. In the event that any of the above relatives are members of the employee's household, funeral leave shall be granted in accordance with section 21.01.

IN WITNESS WHEREOF, the City of Trenton has caused its corporate seal to be affixed hereto, and attested to by its City Clerk, and has caused these presents to be signed by the Mayor of the City of Trenton as an authorized document, upon the resolution of the City Council, dated the 4th day of August, 1977, numbered 77-735, and the Trenton Fire Officers Association has caused these presents to be signed by the properly elected Officers and Directors of the Association, together with the Negotiating Committee of the Association, in behalf of the membership thereof on the day, month, and year first written hereinabove.

Attest:

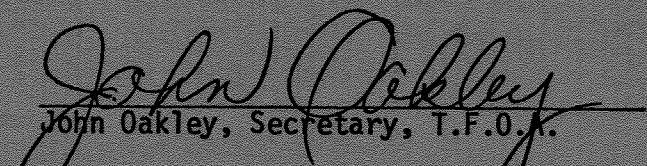
CITY OF TRENTON


  
Margaret K. Ture, City Clerk

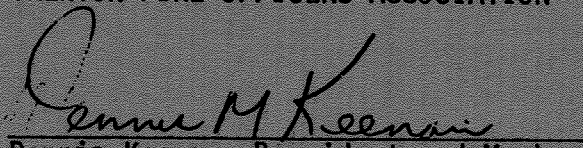
  
Arthur J. Holland, Mayor


Attest:


TRENTON FIRE OFFICERS ASSOCIATION

  
John Oakley, Secretary, T.F.O.A.

  
Daniel A. Slota, Treasurer, T.F.O.A.

  
Dennis Keenan, President and Member  
Negotiating Committee

  
Tom Fucello, 2nd Vice President  
Member Negotiating Committee

  
Joseph Reilly, Member and Secretary  
of Negotiating Committee



