

THIS BOOK DOES  
NOT CIRCULATE

11/176 - 12/31/77

THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN  
THE MAYOR AND COUNCIL OF THE CITY OF PERTH AMBOY ,  
A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY,  
HEREINAFTER REFERRED TO AS THE "EMPLOYER"

AND

THE PERTH AMBOY UNIFORMED FIRE FIGHTERS ASSOCIATION,  
LOCAL #286, AFFILIATED WITH THE I.A.F.F., A.F.L.-C.I.O.,  
HEREINAFTER REFERRED TO AS THE "UNION", WHICH PARTIES  
HEREBY AGREE TO BE BOUND BY THE TERMS AND PROVISIONS OF  
THIS AGREEMENT.

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11/176

RUTGERS UNIVERSITY

ARTICLE I - PREAMBLE

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 AND 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 EMPLOYEES OF THE FIRE DEPARTMENT EXCEPT DIRECTOR, CHIEF, CAPTAIN AND LIEUTENANT.

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 DEPARTMENT, AND THIS AGREEMENT, THE TERMS AND PROVISIONS OF THIS AGREEMENT SHALL APPLY TO THE EXTENT THAT THE SAME IS PERMITTED BY LAW.

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 INDIVIDUALLY REQUEST IN WRITING 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 DEPARTMENTAL RULES AND REGULATIONS WHICH AFFECT WORKING CONDITIONS AND PERFORMANCE SHALL BE SUBJECT TO THE GRIEVANCE PROCEDURES.

(b.) RULES AND REGULATIONS IN EFFECT ON DECEMBER 31, 1973 SHALL BE A FORMAL PART OF THIS AGREEMENT, NEW RULES, OR CHANGES IN RULES, SHALL BE ACCOMPLISHED THROUGH MUTUAL CONSENT DURING THE TERM OF THIS AGREEMENT.

(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.

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 ACTS AS SUCH OFFICIAL OF THE 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 FOR UNION ACTIVITIES - THE EMPLOYER AGREES TO GRANT THE NECESSARY TIME OFF WITH PAY AND WITHOUT DISCRIMINATION TO ANY EMPLOYEE DESIGNATED BY THE UNION TO ATTEND STATE AND INTERNATIONAL MEETINGS, INCLUDING FIRE-FIGHTERS CONVENTIONS, (PROVIDED SEVENTY-TWO (72) HOUR WRITTEN NOTICE IS GIVEN TO THE EMPLOYER BY THE UNION).

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 STATION, SUB-STATIONS, 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 NEGOTIATOR OF THE UNION NEGOTIATING COMMITTEE SHALL BE GRANTED LEAVE FROM DUTY WITH FULL PAY FOR ALL MEETINGS BETWEEN THE CITY 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.

ARTICLE VI - WEARING OF UNIFORMS

THE WORK 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 DIRECTOR OF THE 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 REFUSED 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 EXCLUDED FROM THIS OVERTIME ROSTER. THEIR OVERTIME DUTIES SHALL BE LIMITED TO THE ACTIVITIES OF THE FIRE PREVENTION BUREAU.

SECTION 2. EMPLOYEES REMAINING ON DUTY FOR TWENTY-NINE (29) MINUTES MORE AFTER THEIR NORMAL DUTY PERIOD SHALL BE PAID ON AN HOURLY BASIS, BUT NOT LESS THAN ONE (1) HOUR'S PAY, AT THE RATE OF TIME AND ONE HALF ( $1\frac{1}{2}$ ).

(a.) AT THE DISCRETION OF THE DIRECTOR, IF AN INDIVIDUAL IS LATE MORE THAN TWENTY-NINE (29) MINUTES IN REPORTING FOR DUTY WHICH MAY REQUIRE THE CITY TO PAY OVERTIME, THEN HE MAY BE DOCKED ONE (1) HOUR'S PAY FOR THAT HOUR AND EVERY HOUR THEREAFTER.

SECTION 3. OVERTIME SHALL BE PAID AT THE RATE OF TIME AND ONE HALF ( $1\frac{1}{2}$ ) ON A DAILY BASIS.

SECTION 4. ALL SPECIAL OFF DUTY DETAILS, I.E., FIRE WATCH, DANCES, ETC. SHALL BE CONSIDERED OVERTIME.

SECTION 5. ALL SPECIAL DETAILS SHOULD BE ASSIGNED TO OFF-DUTY PERSONNEL WHENEVER POSSIBLE.

SECTION 6. EMPLOYEES WHO ARE ORDERED TO REMAIN AT HOME OR WITHIN THE CITY LIMITS ON OFF-TIME HOURS SHALL BE COMPENSATED FOR SUCH TIME AT THE RATE OF EIGHT (8) HOURS STRAIGHT TIME PER TWENTY-FOUR (24) HOUR PERIOD, AND IN ADDITION SHALL RECEIVE OVERTIME PAY IF SO CALLED.

ARTICLE VII - OVERTIME (CONTINUED)

SECTION 7. MEMBERS OF THE FIRE PREVENTION BUREAU SHALL BE PAID AT THE RATE OF TIME AND ONE HALF ( $1\frac{1}{2}$ ) FOR TIME WORKED OVER FORTY (40) HOURS.

SECTION 8. EMPLOYEES SHALL BE EXCLUDED FROM THE OVERTIME ROSTER WHEN THEY ARE ON VACATION.

SECTION 9. THE DIRECTOR OF THE DEPARTMENT HAS THE RIGHT TO ORDER, WITHOUT COMPENSATION, OFF DUTY MEN TO FUNERALS OF UNIFORMED FIREFIGHTERS (ACTIVE), WAKES OF UNIFORMED FIRE FIGHTERS (RETIRED), AND CITY OFFICIALS.

ARTICLE VIII - TOUR OF DUTY MANPOWER

SECTION 1. IN ORDER TO PROTECT THE HEALTH AND SAFETY OF THE EMPLOYEES, THERE SHALL BE A MINIMUM OF THIRTEEN (13) FIRE FIGHTERS ALLOWED DURING ANY TOUR OF DUTY. IN THE EVENT ONE OR MORE OF THE EMPLOYEES REGULARLY SCHEDULED FOR A TOUR OF DUTY CAN NOT WORK DURING THAT PARTICULAR TOUR OF DUTY THE MINIMUM MANPOWER THEN SHALL NOT FALL BELOW TWELVE (12) FIRE FIGHTERS DURING THAT PARTICULAR TOUR OF DUTY.

ENGINE 1 - ONE FIRE FIGHTER  
ENGINE 2 - ONE FIRE FIGHTER  
ENGINE 3 - ONE FIRE FIGHTER  
ENGINE 4 - ONE FIRE FIGHTER  
ENGINE 5 - ONE FIRE FIGHTER  
ENGINE 6 - THREE FIRE FIGHTERS ON THIRTEEN MAN ROLL CALL  
ENGINE 6 - TWO FIRE FIGHTERS ON TWELVE MAN ROLL CALL  
TRUCK 2 - ONE FIRE FIGHTER  
TRUCK 3 - ONE FIRE FIGHTER  
\*SNORKEL OR TRUCK 1 - TWO FIRE FIGHTERS  
CONTROL ROOM - ONE FIRE FIGHTER

SECTION 2. IN THE EVENT THAT MANPOWER SHALL FOR ANY REASON FALL BELOW THE MINIMUM MANPOWER STRENGTH AS PROVIDED IN SECTION 1 FOR EACH COMPANY ON EACH SHIFT, SUCH SHORTAGE SHALL BE FILLED BY OVERTIME WORK IN ACCORDANCE WITH ARTICLE VII. THERE SHALL BE AN OVERTIME CAP OF \$25,000 ANNUALLY. (CAP PERIOD FOR 1977 FOR OVERTIME SHALL BE APRIL 28, 1977 - DECEMBER 31, 1977). IF \$25,000 ANNUAL CAP IS REACHED PRIOR TO END OF YEAR, THEN OVERTIME WILL BE AT THE DISCRETION OF EMPLOYER.

SECTION 3. IT IS AGREED FOR 1977 ONLY, FROM FEBRUARY 7, 1977 TO APRIL 27, 1977, ALL OVERTIME ARRANGEMENTS ARE FROZEN.

\*TO BE NEGOTIATED FURTHER AS OF APRIL 28, 1977.



ARTICLE IX - CALL BACK

SECTION 1. FIRE FIGHTERS RECALLED TO DUTY FOR ANY EMERGENCY SHALL BE PAID DURING SUCH EMERGENCY IN EXCESS OF REGULAR TOUR OF DUTY AT A MINIMUM OF FOUR (4) HOURS PAY, AT THE RATE OF TIME AND ONE HALF (1½).

SECTION 2. ANY FRACTION OF AN HOUR IN EXCESS OF TWENTY-NINE (29) MINUTES WILL CONSTITUTE ONE (1) HOUR.

ARTICLE X - VACANCIES

SECTION 1. WHEN A VACANCY OCCURS IN ANY PERMANENT ASSIGNMENTS, THE EMPLOYEE AT THE TOP OF THE SENIORITY LIST SHALL BE GIVEN THE FIRST OPPORTUNITY TO FILL THE VACANCY, AND IF SAID EMPLOYEE DOES NOT AVAIL HIMSELF OF THE OPPORTUNITY, THE NEXT SUCCEEDING EMPLOYEE ON THE SENIORITY LIST TO AVAIL HIMSELF SHALL FILL THE VACANCY.

SECTION 2. APPOINTMENTS - IN THE EVENT OF VACANCIES IN THE RANK OF FIREFIGHTER DUE TO RETIREMENT, DEATH, OR SEPARATION (EITHER VOLUNTARY OR INVOLUNTARY), SUCH VACANCIES SHALL BE FILLED FROM AN EXISTING CIVIL SERVICE LIST FOR FIREFIGHTERS WHICH THE CITY AGREES TO HAVE AVAILABLE AT ALL TIMES.

SECTION 3. WORKING OUT OF TITLE - ANY FIREFIGHTER COVERED BY THIS AGREEMENT WHO IS REQUIRED 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.

ARTICLE XI - PROBATIONARY PERIOD

ALL EMPLOYEES SHALL SERVE A PROBATIONARY PERIOD OF THREE (3) MONTHS AND SHALL HAVE NO SENIORITY DURING THIS PERIOD BUT SHALL BE SUBJECT TO ALL OTHER PROVISIONS OF THIS AGREEMENT. THE PROBATIONARY PERIOD SHALL BE CONSIDERED PART OF THE 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 SUB-STATION'S BULLETIN BOARDS 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 FINAL.

ARTICLE XIII - WORK DAY AND WORK WEEK

SECTION 1. THE WORK WEEK SHALL CONSIST OF FORTY-TWO (42) HOURS. THE WORK DAY SHALL CONSIST OF TWENTY-FOUR (24) HOURS, CONSECUTIVE. THE WORK DAY SHALL COMMENCE ON SEVEN (7:00) O'CLOCK A.M. AND TERMINATE AT SEVEN (7:00) O'CLOCK A.M. 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 BECOME EFFECTIVE APRIL 28, 1977.

SECTION 4. THE WORK DAY AND WORK WEEK SCHEDULE FOR EMPLOYEES IN THE FIRE PREVENTION BUREAU SHALL CONSIST OF EIGHT (8) HOURS PER DAY, MONDAY THRU FRIDAY.

SECTION 5. EMPLOYEES SHALL HAVE THE RIGHT TO EXCHANGE WORK DAYS WITH APPROVAL OF THE DIRECTOR OF FIRE OR HIS REPRESENTATIVE. THIS REQUEST SHOULD BE MADE SEVENTY-TWO (72) HOURS IN ADVANCE IF POSSIBLE.

ARTICLE XIV - WAGES - FIREFIGHTER

SECTION 1. SALARIES

EFFECTIVE JANUARY 1, 1976

STEP 1	STEP 2	STEP 3	STEP 4
\$10,350	\$11,250	\$12,150	\$13,150

EFFECTIVE JANUARY 1, 1977

\$11,100	\$12,000	\$12,900	\$13,900
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EFFECTIVE JULY 1, 1977

\$11,550	\$12,450	\$13,350	\$14,350
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ARTICLE XV - LONGEVITY

SECTION 1a. LONGEVITY PAYMENT OF ONE AND ONE-HALF PERCENT (1 1/2%) FOR EVERY FIVE (5) YEARS OF SERVICE WITH NO MAXIMUM SHALL BE PAID TO EACH FIRE FIGHTER.

b. EFFECTIVE JANUARY 1, 1977, LONGEVITY PAYMENT OF ONE AND THREE-QUARTERS PERCENT (1 3/4%) FOR EVERY FIVE (5) YEARS OF SERVICE WITH NO MAXIMUM SHALL BE PAID TO EACH FIRE FIGHTER.

SECTION 2. THIS LONGEVITY SHALL BE PAID BI-WEEKLY 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 1a. EACH FIRE FIGHTER SHALL RECEIVE TWELVE (12) DAYS PAY PER YEAR IN LIEU OF HOLIDAYS, PAYABLE ON THE FIRST PAY-DAY OF DECEMBER. EFFECTIVE JANUARY 1, 1976, FOR THE YEAR 1976.

b. EACH FIRE FIGHTER SHALL RECEIVE THIRTEEN (13) DAYS PAY PER YEAR IN LIEU OF HOLIDAYS, PAYABLE ON THE LAST PAY-DAY OF NOVEMBER. EFFECTIVE JANUARY 1, 1977.

SECTION 2. THE COMPUTATION OF HOLIDAY PAY SHALL BE BASED ON A FORTY (40) HOUR WORK WEEK.

SECTION 3. FOR THOSE WHOSE EMPLOYMENT IS TERMINATED BEFORE THE COMPLETION OF THE YEAR, PAYMENT SHALL BE MADE ON A PRORATED BASIS.



ARTICLE XVII - VACATION AND VACATION PAY - EFFECTIVE JANUARY 1, 1977

SECTION 1

0	-	5	YEARS	4 WORKING DAYS
6	-	12	YEARS	5 WORKING DAYS
13	-	19	YEARS	6 WORKING DAYS
20			YEARS AND OVER	7 WORKING DAYS

SECTION 2. VACATION CREDITS ARE EARNED ON A MONTHLY BASIS AS FOLLOWS:

0	-	5	YEARS	(1/3 WORKING DAY)
6	-	12	YEARS	(5/12 WORKING DAY)
13	-	19	YEARS	(1/2 WORKING DAY)
20			YEARS AND OVER	(7/12 WORKING DAY)

SECTION 3. VACATION LEAVE MAY BE ACCUMULATED UP TO A MAXIMUM OF TEN (10) WORKING DAYS FOR EMPLOYEES WITH LESS THAN TWENTY (20) YEARS OF SERVICE AND FOURTEEN (14) WORKING DAYS 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 DIRECTOR 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.

SECTION 6. VACATION TIME SHALL BE ACCRUED ON A MONTHLY BASIS FROM JANUARY 1 TO DECEMBER 31.

SECTION 7. VACATION PAY SHALL BE PAID IN ADVANCE OF VACATION, ON THE PAY DAY OF THE WEEK PRECEDING THE START OF THE EMPLOYEE'S VACATION PERIOD PROVIDING A THREE (3) WEEK NOTICE IS GIVEN TO THE DIRECTOR OR HIS REPRESENTATIVE.

SECTION 8. IN CASE OF DEATH OF AN EMPLOYEE ALL VACATION PAY DUE HIM SHALL BE PAID TO THE EMPLOYEE'S ESTATE.

ARTICLE XVIII - INJURY LEAVE

AN EMPLOYEE WHO INCURS AN INJURY WHILE ON DUTY SHALL BE ENTITLED UP TO NINETY (90) CALENDER DAYS INJURY LEAVE AT FULL PAY. THIS NINETY (90) DAY PERIOD MAY BE EXTENDED UPON APPROVAL BY THE MAYOR AND CITY COUNCIL OF AN EXTENSION REQUEST BY THE EMPLOYEE. THIS IN NO WAY AFFECTS THE EMPLOYEE'S WORKMEN'S COMPENSATION RIGHTS.

ARTICLE XIX - SICK LEAVE

SECTION 1. ANY EMPLOYEE INCURRING A NON-DUTY SICKNESS OR DISABILITY SHALL RECEIVE SICK LEAVE WITH FULL PAY. ON-DUTY SICKNESS OR DISABILITY SHALL NOT BE CHARGED TO THE ACCUMULATIVE SICK LEAVE OF THE EMPLOYEE. EMPLOYEES SHALL BE ALLOWED ONE AND ONE QUARTER (1½) DAYS OF SICK LEAVE FOR EACH MONTH OF SERVICE. EMPLOYEES SHALL ACCUMULATE SICK LEAVE FROM THEIR FIRST DAY OF EMPLOYMENT AND SHALL CONTINUE TO DO SO AS LONG AS THEY ARE EMPLOYED.

SECTION 2. SICK LEAVE MAY BE TAKEN FOR:

- a. PERSONAL ILLNESS
- b. QUARANTINE
- c. MEDICAL OR DENTAL APPOINTMENTS

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 FOR THE PERIOD OF ABSENCE.

SECTION 3. WHEN AN EMPLOYEE HAS THIRTY (30) OR MORE DAYS SICK LEAVE CREDITS AS OF DECEMBER 31ST IN ANY YEAR AND THE EMPLOYEE DOES NOT USE MORE THAN FIVE (5) DAYS SICK LEAVE DURING THE NEXT CALENDAR YEAR, HE SHALL BE PAID AN INCENTIVE PAYMENT ON THE FIRST PAY DAY OF MAY OF THE FOLLOWING YEAR. THIS WILL BE COMPUTED ON THE BASIS OF ONE (1) DAYS PAY FOR EACH FIVE (5) DAYS LEAVE CREDITED FOR THAT YEAR WHICH WAS NOT OFFSET BY SICK LEAVE USED IN THE SAME YEAR. SICK DAYS SHALL CONTINUE TO ACCUMULATE REGARDLESS OF PAYMENT AS HEREINABOVE 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) DAYS PAY FOR EACH FIVE (5) DAYS OF SICK LEAVE CREDITS.

SECTION 5. THE COMPUTATION OF SICK LEAVE PAY SHALL BE BASED ON A FORTY (40) HOUR WORK WEEK.

SECTION 6. THE DIRECTOR 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 7. IN CASE OF DEATH OF AN EMPLOYEE ALL SICK LEAVE PAY DUE HIM SHALL BE PAID TO HIS ESTATE.

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.

(b) IMMEDIATE FAMILY SHALL CONSIST OF WIFE, CHILD, STEPCHILD, MOTHER, FATHER, BROTHER, SISTER, STEPMOTHER, STEPFATHER, GUARDIAN, MOTHER-IN-LAW, FATHER-IN-LAW, GRANDCHILD, GRANDMOTHER, GRANDFATHER, SON-IN-LAW, 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. FOR THE PURPOSE OF THIS ARTICLE THE TERM NON-IMMEDIATE FAMILY IS DEFINED TO MEAN AUNT, UNCLE, NIECE, NEPHEW, SISTER-IN-LAW, BROTHER-IN-LAW.

ARTICLE XXI - CLOTHING AND MAINTENANCE ALLOWANCE

SECTION 1. EACH EMPLOYEE SHALL RECEIVE A CLOTHING AND MAINTENANCE ALLOWANCE EACH YEAR, TO BE PAID ON THE FIRST PAY DAY OF JUNE.

EFFECTIVE JANUARY 1976	-	\$335.00
EFFECTIVE JANUARY 1977	-	\$350.00

SECTION 2. ALL UNIFORMED PERSONNEL UPON EMPLOYMENT SHALL BE ENTITLED TO THE CLOTHING ALLOWANCE FOR THE YEAR.

ARTICLE XXII - DEDUCTIONS

EMPLOYEES MAY AUTHORIZE DEDUCTIONS IN THEIR PAY CHECKS FOR THE PERIH ANBOY POLICE AND FIREMAN'S CREDIT UNION. THE TOTAL AMOUNT OF DEDUCTIONS SHALL BE REMITTED BY THE EMPLOYER TO THE TREASURER OF THE CREDIT UNION.

ARTICLE XXIII - EDUCATIONAL DIFFERENTIAL

SECTION 1. EMPLOYEES WHO RECEIVE AN ASSOCIATES DEGREE IN FIRE SCIENCE FROM AN ACCREDITED COLLEGE, SHALL HAVE THEIR NORMAL YEARLY SALARY INCREASED BY \$250.00 EFFECTIVE JANUARY 1ST OF THE YEAR FOLLOWING THE AWARDING OF THE DEGREE.

SECTION 2. EMPLOYEES WHO COMPLETE STUDIES FOR A BACHELORS DEGREE IN FIRE SCIENCE FROM AN ACCREDITED COLLEGE, SHALL HAVE THEIR YEARLY SALARY INCREASED BY \$500.00 EFFECTIVE JANUARY 1ST OF THE YEAR FOLLOWING THE AWARDING OF THE DEGREE.

ARTICLE XXIV - MILEAGE ALLOWANCE

EMPLOYEES REQUIRED TO USE PERSONALLY OWNED VEHICLES FOR FIRE DEPARTMENT BUSINESS WHILE ASSIGNED TO THE FIRE PREVENTION BUREAU, SHALL BE COMPENSATED AT THE RATE OF FIFTEEN (15) CENTS A MILE.



ARTICLE XXV - 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.

STEP 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.

STEP 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.

STEP 3 - IF WITHIN FIVE (5) BUSINESS DAYS THE GRIEVANCE HAS NOT BEEN SETTLED, IT THEN SHALL BE SUBMITTED TO THE BUSINESS ADMINISTRATOR FOR ADJUSTMENT.

STEP 4 - IF WITHIN FIVE (5) BUSINESS DAYS THE GRIEVANCE HAS NOT BEEN SETTLED, IT SHALL THEN BE SUBMITTED TO THE PUBLIC EMPLOYEES 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 ARBITRATORS 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 XXVI - HOSPITALIZATION

SECTION 1. THE CITY'S CURRENT HOSPITALIZATION AND MEDICAL INSURANCE COVERAGE SHALL APPLY TO THE PERSONNEL OF THE FIRE DEPARTMENT. EACH EMPLOYEE SHALL RECEIVE A COPY OF THE POLICY AND A BULLETIN ADVISING HIM OF THE BENEFITS TO WHICH HE IS ENTITLED.

SECTION 2. \$2,000.00 LIFE INSURANCE POLICY FOR ACTIVE FIRE FIGHTERS AND \$1,000.00 LIFE INSURANCE POLICY FOR RETIRED FIRE FIGHTERS.

SECTION 3. IN THE EVENT THAT A CHANGE OF CARRIERS OR POLICIES SHOULD OCCUR DURING THE TERM OF THIS AGREEMENT, THE EMPLOYER AGREES TO MAINTAIN THE CURRENT MINIMUM EXISTING COVERAGE.

ARTICLE XXVII - 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 DEPARTMENT OF CIVIL SERVICE. APPLICATION FOR LEAVE OF ABSENCE SHALL BE MADE IN WRITING AT LEAST TWO WEEKS PRIOR TO THE DATE ON WHICH THE REQUESTED LEAVE IS TO COMMENCE, EXCEPT IN CASES OF EMERGENCY.

ARTICLE XXVIII - SAFETY AND HEALTH

THE EMPLOYER AND THE UNION AGREE TO COOPERATE TO THE FULLEST EXTENT IN THE PROMOTION OF SAFETY.

TWO (2) EMPLOYEES REPRESENTING THE UNION AND THREE (3) EMPLOYEES REPRESENTING THE EMPLOYER SHALL COMPRISE THE SAFETY COMMITTEE.

THE COMMITTEE WILL MEET (4) FOUR TIMES YEARLY AND DISCUSS SAFETY AND HEALTH CONDITIONS OF THE DEPARTMENT.

ALL RECOMMENDATIONS SHALL BE IN WRITING AND COPIES SUBMITTED TO THE EMPLOYER AND THE UNION.

FAILURE BY THE EMPLOYER TO IMPLEMENT THE RECOMMENDATIONS OF THE SAFETY COMMITTEE WITHIN TWO (2) MONTHS SHALL BE SUBJECTED TO THE GRIEVANCE PROCEDUR S.

ARTICLE XXIX - POLICE DUTIES

FIRE FIGHTERS SHALL NOT BE REQUIRED TO PERFORM THOSE DUTIES WHICH ARE PERFORMED BY POLICEMEN.

ARTICLE XXX - 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 EMPLOYER.

ARTICLE XXXI - MUTUAL AID

THE CITY 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. TITLE 4CA: 14 - 26).

ARTICLE XXXII - MAINTENANCE OF MOTOR VEHICLE APPARATUS

THE CITY SHALL ESTABLISH A UNIFORMED MAINTENANCE SCHEDULE FOR ALL MOTOR VEHICLE APPARATUS WITHIN THE DEPARTMENT,

ARTICLE XXXIII - 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.

ARTICLE XXXIV - DURATION

SECTION 1. THIS AGREEMENT SHALL BE RETROACTIVE TO JANUARY 1, 1976 AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL DECEMBER 31, 1977.

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 RE-NEGOTIATE THE AGREEMENT. IF THE PRESENT AGREEMENT EXPIRES BEFORE A NEW AGREEMENT IS REACHED, THE TERMS OF THIS PRESENT AGREEMENT SHALL REMAIN IN EFFECT UNTIL THE EMPLOYEES ARE COVERED BY A SUBSEQUENT AGREEMENT.

ARTICLE XXV - 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.



IN WITNESS WHEREOF, THE PARTIES HERETO SET THEIR HANDS AND  
SEALS THIS 13 DAY OF May 19 77

FOR THE EMPLOYER:

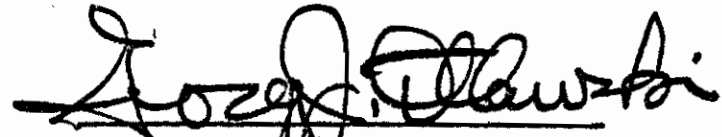
THE MAYOR AND COUNCIL OF  
THE CITY OF PERTH AMBOY

ATTEST:

BY:



HAROLD E. AUGUSTINE  
CITY CLERK



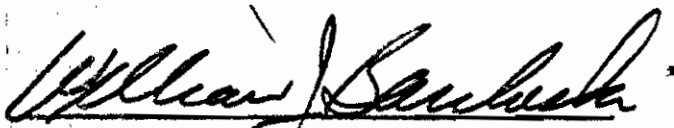
GEORGE J. ODOWSKI  
MAYOR

FOR THE UNION:

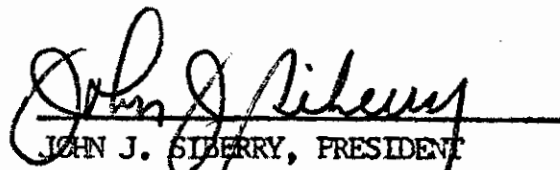
PERTH AMBOY UNIFORMED FIRE FIGHTERS  
I.A.F.F. LOCAL NO. 286 (AFL-CIO)

ATTEST:

BY:



WILLIAM J. BARCHESKI, SECRETARY  
I.A.F.F. LOCAL NO. 286



JOHN J. SIBERRY, PRESIDENT  
I.A.F.F. LOCAL NO. 286