

Contract no. 211

ERIC

AMENDED  
AGREEMENT VIA ARBITRATION  
TRENTON FIRE OFFICERS' ASSOCIATION

NOVEMBER 14, 1988

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THIS AMENDED AGREEMENT, executed this 14th day of November 1988, is an "arbitrated 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:

CITY OF TRENTON, a municipality in the County  
of Mercer, State of New Jersey, hereinafter  
designated "CITY",

and

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:

ARBITRATOR:           CARL KURTZMAN  
                          Public Employment Relations Commission  
                          Division of Conciliation  
                          CN 429  
                          495 W. State Street  
                          Trenton, N.J. 08625

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: Lieutenants, Captains, Battalion Chiefs, Chief Combustible Inspector 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.

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 \$5.00 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 and 2 of Article III; in addition to any other benefits to which he may be entitled, he shall be paid for such overtime work in 1/2 hour segments at 1 and 1/2 times the hourly rate which he received for his regularly assigned duty. For purposes of this article, an Officer is not considered relieved from duty until 15 minutes after return to the station.



- 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 1/2 times the hourly rate. Said overtime shall be computed on an eight hour day.
- c. 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.
- d. 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 effective the first day of service, or any portion thereof, in the higher capacity. Compensation shall be included in the next regular pay period subsequent to the performance of such duty, provided, that such performance has been duly reported to the City Finance Office by the Fire

Division, unless otherwise warranted by circumstances beyond the control of the Administration. Assignment to a higher title can be made only 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 shall receive time and one-half pay at the rate of the higher title.

- e. Officers who qualify for out-of-title benefits as in paragraph (d) of this section shall not have their continuity broken by the taking of a one day leave or by a mutual exchange of tours.

#### 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. The following shall be the annual salaries for the ranks designed:

<u>Title</u>	<u>Effective 1/1/88</u>
Supervising Fire Prevention Specialist, UFD	35,433
Battalion Chief	46,408
Captain	40,355
Fire Official, UFD	43,382
Lieutenant	35,094
Chief of Fire Apparatus	46,408

- c. Rank differential will remain in effect for 1988.
- d. Effective January 1, 1984, the Supervising Fire Prevention Specialist serving as Fire Sub-Code Official shall receive a stipend such that the total salary equals the salary he/she would be paid based on years of service in title were he/she to be placed in the salary guide for non-uniformed sub-code officials.

#### Section 4.02 - Rank Differentials

The Rank Differential between firefighter at maximum grade and Lieutenant shall be 15%.

The Rank Differential between Lieutenant and Captain shall be 15%.

The Rank Differential between Captain and Battalion Chief shall be.

The Rank Differential for the Fire Official, UFD shall be 505 of the difference in salary between the ranks of Captain and Battalion Chief.

The Rank Differential for the Supervising Fire Prevention Specialist, UFD shall be 505 of the difference in salary between the ranks of firefighter at maximum grade and Captain.

#### 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:

	<u>1988</u>
a. After 5 years of service	1.75% of base
b. After 10 years of service	2.75% of base
c. After 15 years of service	5.25% of base
d. After 20 years of service	6.25% of base
e. After 25 years of service	7.75% of base
f. After 30 years of service	8.25% of base
g. After 35 years of service	8.25% of base
h. After 40 years of service	8.25% of base

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 a lump sum basis in December of that year. As of January 1, of the year following his anniversary year, the longevity increment shall increase the employee's annual rate of pay. 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

Each employee covered by this Agreement shall receive an annual clothing allowance in the amount of \$820 payable in semi-annual installments during the months of January and July of each year.

##### Section 6.02 - Clothing Reimbursement

Employees who are provided uniforms, et., in accordance with the regulations and procedures of the Employer shall reimburse the City for the costs of said uniforms at the rate of \$15.00 each pay period until the full cost of the uniform issued is reimbursed to the City.

#### ARTICLE VII Health and Welfare

##### Section 7.01 - Health Insurance

The Employer agrees to continue fully paid coverage for all employee's spouses and dependents under the 14/20 series of Blue Cross and Blue Shield Plan with Rider J, or to provide equivalent or better health benefits coverage

through a self-insurance program for independent carrier, as well as major medical coverage, or an amount equivalent for employees choosing the Health Maintenance Optional Plan. The CITY will confer with union representatives before any change in the current plan is implemented. It is further agreed that the benefits received by eligible pensioners and their dependents under Resolution 76-722 and NJSA 52:14-17.38 will be continued under any carrier the City may choose.

Should the State of New Jersey upgrade the present 14/20 series blue Cross and Blue Shield Rider J Plan coverage for its employees, and thereby make available such upgraded plan to the City of Trenton through our present group coverage during the terms of this Agreement, the CITY agrees to upgrade said Plan for employees covered by the Agreement.

Section 7.02

All Officers of the Fire Division and their dependents shall be entitled to a Prescription Drug Plan with a deductible (co-pay) amount of \$3.00 for name-brand drugs and \$0.00 for generic drugs, and an Optical Plan comparable to that of the New Jersey State Health Benefits Program. The CITY agrees to continue the Contributory Dental Care Program.

Section 7.03

The CITY shall continue to provide health care as specified in Section 7.01 for all retiring members.

Section 7.04

The CITY agrees to continue the Prescription Drug Plan (with the same deductible amounts as for active members) into retirement for all members covered by this Agreement.

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 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.

Section 8.06

The Association agrees to be concerned about the use and possible abuse of sick time. It will work with the Fire Chief or designee to enforce the sick leave provisions in an even-handed and equitable manner. The Association also agreement to make every effort to discourage the abuse of sick time by its own members.

Section 8.07 - Sick Leave

A permanent employee who enters retirement pursuant to the provisions of a State administered or approved retirement system and has to his credit any earned and unused accumulated sick leave, shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave.

The supplemental compensation to be paid shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused

accumulated sick leave, based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such supplemental compensation payment shall exceed \$12,000.00

This supplemental compensation shall be paid in a lump sum after the effective date of retirement or death, or as may be elected by the employee deferred for one (1) year.

Because of the past performance of the person retiring taking time off in his final year, a clause was built in to prevent this and is as follows:

In the 12 months prior to retirement the following will prevail:

1st 15 sick days - no penalty

16 to 45 days - 50% of daily rate will be deducted from buy back

46 to 60 days - 75% of daily rate will be deducted from buy back

61 + days - 100% of daily rate will be deducted from buy back

For the purpose of calculating accrued sick time, employees will be deemed to have earned 12 sick days for the first year of service and 15 days per year thereafter.

Usage will be based on Fire Division records.

The sick leave provided in Section 8.01 will remain in effect subject to a review of sick leave used during the 12 months after the signing of this agreement. Substantial changes in the use of sick time as compared to the sick leave record of the 12 months prior to the signing of this agreement will result in the forfeiture of this benefit and a renegotiation of Section 8.01.

#### ARTICLE IX Vacations

##### Section 9.01 - Vacations

Vacation with pay shall be granted for 1988 to all officers serving in titles covered by this Agreement prior to November 14, 1988, as follows:

Lieutenant	27 Duty Days
Captain	27 Duty Days
Supervising Fire Prevention Specialist, UFD	27 Duty Days
Fire Official, UFD	29 Duty Days
Battalion Chief	29 Duty Days
Chief Fire Apparatus	29 Duty Days

##### Section 9.02

In addition to vacation time as granted in Section 9.01, <sup>per 9.03</sup> each officer with 15 or more years of service shall be granted two (2) additional vacation days in recognition of years of service.

Section 9.03

Vacation with pay shall be granted for 1988 to all officers promoted to titles covered by this Agreement after November 14, 1988 as follows:

Employees with twelve (12) years of service shall be entitled to twenty-seven (27) vacation days per year. Employees who are promoted into this unit and who do not have twelve years of service shall continue to enjoy the vacation eligibility provided in the FMBA contract until they achieve twelve (12) years of service.

Section 9.04

Except in cases requiring hospitalization and approved by the Business Administrator, if a member becomes ill during his regularly scheduled vacation period, any absence from duty during said vacation period will be charged as vacation, not sick time.

Section 9.05

The 12 day vacation period for employees may upon request by the employee be divided into two six day vacation periods, consistent with current practice for change in regular vacation schedules.

Section 9.06

Demand Days shall be classified in two ways:

- a. "A Days." Three (3) of the above vacation days may be taken by every firefighter in his discretion, provided forty-eight (48) hours advance notice is given to his immediate supervisor, and no more than five (5) overtime replacements are generated by such vacation selections.
- b. "B Days" may only be used outside the peak vacation period (i.e. scheduled eight day periods). "B Days" will be provided according to the following schedule:

<u>Years of Continuous Service</u>	<u>B Demand Days</u>
More than 5 but less than 10	1 B Day for perfect sick leave record
More than 10 but less than 15	1 B Day + 1 B Day for perfect sick leave record
More than 15 years	2 B Days + 1 B Day for perfect sick leave record

**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:

<u>Title</u>	<u>Paid Holidays</u>
Supervising Fire Prevention Specialist, UFD	7
Fire Official, UFD	8
Battalion Chief	8
Chief of Fire Apparatus	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, not including the first fifteen days of sick time actually taken in said year.



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.

Section 11.02

Officers of the Fire division shall have the option of exchanging tours of duty with other officers of equal rank upon proper notification and approval of their respective supervisors.

Section 11.03 - Miscellaneous

Should the CITY implement the Rank of Fire Lieutenant, it shall be done through attrition and shall not require the demotion or reduction in rank or pay scale of any member presently covered by this Agreement.

Section 11.04

In conjunction with the implementation of the Employee Performance Evaluation System, the Employer agrees to meet with the union to devise ways to recognize and reward good employees. Such discussions may include, but are not limited to, a bonus system, an awards program, or an annual awards dinner.

## Section 11.05

It is understood that it is within the management rights of the CITY to implement an Employee Evaluation program. However, the CITY agrees to consider any recommendations offered by the T.F.O.A. to improve the process.

## 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 or 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 or 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 Pubic 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.
- b. 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 for processing his own grievance, provided the Grievance Committee may be present.

Section 14.04

- 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 the 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**

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 annual 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 or Lieutenant riding on each apparatus, at all times and to institute an overtime program designed to maintain this minimum manpower for fire fighting.

**ARTICLE XX Duration and Renegotiation****Section 20.01 - Duration**

- a. This Agreement is for the term January 1, 1988 through December 31, 1988. It shall, however, remain in full force and effect, as provided for by 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 - Immediate Family

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 - Extended Family

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.

**ARTICLE XXII Leave for Association Officers**

**Section 22.01**

Elected officers of this organization (President, First and Second Vice-President, Treasurer, Secretary, and Sergeant-at-Arms) shall be granted leave from duty with full pay to attend the nine meetings of this organization scheduled throughout each year as well as any special full membership meetings that may be deemed necessary. This provision shall be limited to a maximum of three officers at one time being granted leave to attend such meetings for the time of the meeting only.

**Section Section 22.02**

Leave with pay shall be granted to Association Officers for purposes such as educational conferences and important civic affairs upon written request of the Association for an amount of 8 work tours per year for all Association Officers combined. these work tours may not be split and all Officers granted leave shall be replaced by overtime personnel if deemed necessary by the Chief of the Department or his designee.

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 April, numbered 81-380, 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:

TRENTON FIRE OFFICERS ASSOCIATION

\_\_\_\_\_  
Eugene Kalinowski City Clerk

\_\_\_\_\_  
Stephen S. Benner, President &  
Member Negotiating Committee

CITY OF TRENTON

\_\_\_\_\_  
Arthur J. Holland, Mayor

\_\_\_\_\_  
Barry Whitehouse 1st Vice Pres  
Member Negotiating Committee

\_\_\_\_\_  
Richard J. Porth  
Business Administrator

\_\_\_\_\_  
John Ricco 2nd Vice President  
Member Negotiating Committee

\_\_\_\_\_  
Eric Maurer  
Assistant Business  
Administrator

\_\_\_\_\_  
Member Negotiating Committee