

#2540

AGREEMENT

between

**THE MAYOR AND COUNCIL
OF THE CITY OF PERTH AMBOY,
A MUNICIPAL CORPORATION
OF THE STATE OF NEW JERSEY**

and

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

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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 and Chief.

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.

Section 1 Agency Shop

Pursuant to Chapter 477 P.L. 1980, the Employer agrees to deduct, once each month from the pay of those employees who are not members of the Union, a service charge of eighty-five (85) percent of the current union dues. These monies shall be remitted to the treasurer of the Union separate and aside from union dues. This provision shall operate at all times in conformance with the provisions of Chapter 477 P.L. 1980.

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 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 official state and international meetings, including fire fighters' conventions, provided twenty-four (24) hours written notice is given to the Employer by the Union.

Section 4 (a) Union Activity

Decisions granting the necessary time off with pay and without discrimination to any

authorized Union representative for schooling and seminar will be at the discretion of the Fire Director.

Section 5

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

Section 6

Authorized representative of the Union shall be allowed to visit the central stations, substations, or City Hall for the purpose of ascertaining whether or not this Agreement is being observed. The right shall be exercised reasonably. Before entering the premises, the authorized representative(s) shall notify the department head twenty-four (24) hours prior to arrival or in his absence, a subordinate. He shall not interfere with normal conduct of work within the Department. Any employee designated by the Union to be present during grievance procedure shall do so without loss of benefits.

Section 7

The chief 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 included in this overtime roster.

Section 2

Overtime shall be paid at a rate of time and one half (1-1/2) on a daily basis.

Section 3

All special off-duty details, i.e., fire watch, dances, etc. shall be considered overtime.

Section 4

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

Section 5

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.

Section 6

The Fire Official shall be paid at the rate of time and one half (1-1/2) for time worked over forty (40) hours.

Section 7

Employees shall be excluded from the overtime roster when they are on vacation.

Section 8

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

Section 9

Employees shall be paid at the overtime rate for attendance at any litigation during their "off-duty" hours in which the employee has been subpoenaed to testify in any action or legal proceeding arising out of and directly related to the lawful exercise of their authority in the furtherance of their

official duties. Every effort shall be made by the City and the employee to schedule such appearances during regularly scheduled duty time.

ARTICLE VIII

OUT OF TOWN TRAVEL

Any parade or Fire Department function requiring an apparatus out of town, traveling more than a twenty (20) mile radius, shall be named by two (2) UFD personnel. Money for expenses shall be reimbursed to UFD personnel by the Business Administrator upon submission and approval of bills, which payment shall be expeditiously processed.

ARTICLE IX

CALL BACK AND EXTENDED TOUR OF DUTY

Section 1

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

Section 2

Any fire fighter required to remain at the end of a scheduled shift for at least ten (10) minutes shall receive a minimum of three (3) hours pay, at the rate of time and one half (1-1/2). It shall be the obligation of the incoming employees to report to the dispatcher by phone upon arrival at their assigned fire station.

Section 3

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

ARTICLE X

VACANCIES

Section 1

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 of the list to avail himself shall fill the vacancy.

Section 2 Appointments

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

Section 3 Working Out of Title

Any fire fighter 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.

Section 4

The City agrees to reimburse a newly hired employee for the cost of pre-hiring fingerprint check and the cost of the pre-hiring medical examination if the medical examination is not conducted by a physician designated by the City.

ARTICLE XI

PROBATIONARY PERIOD

All employees shall serve a probationary period of twelve (12) 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 substation'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 days shall consist of twenty-four (24) hours, consecutive. The work day shall commence on seven (7:00) o'clock AM and terminate at seven (7:00) o'clock AM of the following day.

Section 2

The forty-two (42) 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 the Fire Official shall consist of eight (8) hours per day, Monday through Friday.

Section 5

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

ARTICLE XIV

WAGES - FIRE FIGHTERS

Section 1

The salaries for 1994 shall be as follows:

Fire Fighter	
Fourth Grade	31,112.00
Fire Fighter	
Third Grade	35,045.00
Fire Fighter	
Second Grade	38,307.00
Fire Fighter	
First Grade	41,851.00
Senior	
Fire Fighter I	44,441.00
Senior	
Fire Fighter II	47,687.00
Training Officer	49,004.00
Lieutenant	50,320.00
Captain	53,842.00

Section 2

The salaries for 1995 shall be retroactive to January 1, 1995, payable in July 1995. The salaries for 1995 shall be as follows:

Fire Fighter	
Fifth Grade	27,500.00
Fire Fighter	
Fourth Grade	32,357.00
Fire Fighter	
Third Grade	36,447.00
Fire Fighter	
Second Grade	39,840.00
Fire Fighter	
First Grade	43,602.00
Senior	
Fire Fighter I	46,219.00
Senior	
Fire Fighter II	49,595.00

Training Officer	50,965.00
Lieutenant	52,333.00
Captain	55,996.00

Section 3

The salaries for 1996 shall be effective January 1, 1996. The salaries for 1996 are as follows:

Fire Fighter Fifth Grade	28,600.00
Fire Fighter Fourth Grade	33,652.00
Fire Fighter Third Grade	37,905.00
Fire Fighter Second Grade	41,434.00
Fire Fighter First Grade	45,347.00
Senior Fire Fighter I	48,068.00
Senior Fire Fighter II	51,579.00
Training Officer	53,004.00
Lieutenant	54,427.00
Captain	58,236.00

Section 4

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

Section 5

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

ARTICLE XV

LONGEVITY

Section 1

The longevity scale shall be:

After four years	2%
After nine years	3 3/4%
After fourteen years	5 1/2%
After nineteen years	7 1/2%
After twenty-four years	9 1/4%
After twenty-nine years	14 1/4%

Longevity shall be computed on anniversary date of the original date of hire. Time of separation due to lay-off shall not be deducted from accrued years of service. The new longevity schedule is effective January 1, 1995, payable July 1, 1995.

Section 2

This longevity shall be paid biweekly as part of the employees' salary.

Section 3

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

ARTICLE XVI

HOLIDAYS AND HOLIDAY PAY

Section 1

Each fire fighter shall receive fifteen (15) paid holidays pay per year in lieu of holidays, payable on a proportional basis during each pay period.

Section 2

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

Section 3

Holiday pay shall be included as salary for pension purposes.

ARTICLE XVII

VACATION AND VACATION PAY

Section 1

Vacation shall be calculated as follows:

0 - 5	Years of service	5.5 working days
6 - 10	Years of service	6.5 working days
11 - 15	Years of service	7.5 working days
16 - 20	Years of service	8.5 working days
21 - over	Years of service	9.5 working days

Section 2

Vacation credits are earned on a monthly basis as follows:

0 - 5	Years of service	(5/12 working day)
6 - 10	Years of service	(1/2 working day)
11 - 15	Years of service	(7/12 working day)
16 - 20	Years of service	(2/3 working day)
21 - over	Years of service	(3/4 working day)

Section 3

Vacation leave may be accumulated up to a maximum of fourteen (14) working days for employees with less than twenty (20) years of service and twenty (20) 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. Three (3) men per shift for vacations when possible at the sole discretion of Management.

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 payday 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 to him shall be paid to the employee's estate.

Section 9

The employee has the right to request to receive vacation pay for vacation time instead of time off. The Employer shall have the sole discretion to grant said request.

Section 10

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

ARTICLE XVIII

INJURY LEAVE

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

ARTICLE XIX

SICK LEAVE

Section 1

An employee incurring a non-duty sickness or non-duty disability shall receive sick leave with full pay. On-duty sickness or on-duty disability shall not be charged to the accumulative sick leave of the employee. Employees shall be allowed one and one quarter (1-1/4) 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. Sick leave may be taken in twelve (12) hour increments, effective July 1, 1995.

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 payday of May of the following year. This will be computed on the basis of one (1) day's pay for each five days leave credited for that year which was

not offset by sick leave used in the same year. Sick leave days shall continue to accumulate regardless of payment as herein provided.

Section 4

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

Section 5

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

Section 6

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

Section 7

The 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 8

In case of death of an employee, all sick leave pay due him shall be paid to his estate.

Section 9

Anyone absent for reason of illness more than two (2) consecutive days shall be required to

present a physician's certificate. In addition to the foregoing, in cases of suspected abuse, the Employer reserves the right to require the employee to produce medical documentation in support of his/her use of sick day(s) and require the employee to submit to a medical examination by a physician selected by the Employer.



City of Perth Amboy
New Jersey

DENNIS GONZÁLEZ
Corporation Counsel

95 SEP '8 P2:08

Perth Amboy City Hall
260 High Street
Perth Amboy, NJ 08861
(908) 826-0290

September 18, 1995

Thomas Haborak
Fire Director
Fire Headquarters
376 High Street
Perth Amboy NJ 08861

Re: Fire Fighter Contract - Bereavement Leave

Dear Mr. Haborak:

This is in response to your oral request for an interpretation of Article XX of the fire fighter's union contract as it pertains to the amount of time off which must be granted as bereavement leave for the death of an immediate family member.

Paragraph (a) of Article XX provides that time off shall be granted without deduction from pay or sick leave for a "[d]eath in the immediate family, from the date of death to and including the day of the funeral." The contract does not define the term "funeral".

The most reasonable reading of the contract language would be to define "funeral" as the date of burial or cremation. Therefore the date of burial or cremation will be the final date of paid bereavement leave.

Very truly yours,


Dennis Gonzalez
Corporation Counsel

DG:ld

CC: Donald H. Perlee, Business Administrator

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, and daughter-in-law.

(c) All employees covered by this Agreement shall be entitled to one (1) work day leave without loss of pay to attend the funeral of anyone in the non-immediate family. For the purpose of this Article, the term non-immediate family is defined to mean aunt, uncle, niece, nephew, sister-in-law, and brother-in-law.

(d) Employee shall also be granted reasonable time off with full pay for the purpose of travel time, if the funeral of an immediate family member is out of state. Such time off is subject to the approval of the Fire Director.

ARTICLE XXI

CLOTHING AND MAINTENANCE ALLOWANCE

Section 1

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

Section 2

All uniformed personnel upon employment shall be entitled to the clothing allowance for the year.

Section 3

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

ARTICLE XXII

DEDUCTIONS

Employees may authorize deductions in their paycheck for the Four Sixteen Federal 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 associate's 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 bachelor's 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 shall be compensated at the prevailing rate.

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 within ten (10) business days.

Step 3

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

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, medical and dental insurance coverage shall apply to the personnel of the Fire Department and shall remain in full force and effect during the term of this Agreement. Effective January 1, 1991 or as soon thereafter as coverage can be effectuated, hospitalization shall be increased to \$2,500.00 and the maximum lifetime coverage shall be increased to \$1,000,000.00. Each employee shall receive a copy of the policy and a bulletin advising him of the benefits to which he is entitled.

Effective July 1, 1986, the Dental Plan which presently covers the employee will be changed to increase certain benefits as follows:

Standard Plan

Preventive	100%	No Deductible
Basic	70%	30/90 Deductible
Major	50%	30/90 Deductible
Maximum	\$1000	Annually

Effective January 1, 1995 the City shall pay an amount not to exceed one thousand five hundred and 00/100 dollars (\$1,500.00) for braces under both existing dental plans offered by the City. The deductible shall not be applied to the payments for braces. Effective January 1, 1991 or as soon thereafter as coverage may be effectuated, payments shall be based on a 1990 rate schedule.

Section 2 Life Insurance Program

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

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.

Section 4

These plans and benefits, excluding dental, will continue after retirement of the employee, including the employee's spouse, for life.

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

Section 5

Provide H.M.O. plan as alternative.

Section 6

Effective January 1, 1995 every person who is employed shall be entitled to an annual prescription eyeglass and or contacts allowance upon receipt of proof of payment of a new replacement set of prescription eyeglasses (not sunglasses) or contacts for the employee during the calendar year.

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

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

Section 1

The Employer shall provide the following protective devices:

1. Four (4) Niosh approved 1/2 hour minimum rating self-contained breathing apparatus on each engine and six (6) per ladder or aerial apparatus. SCBA will comply with the NFPA Standard 19B.

2. An adequate number of safety belts on each aerial apparatus.

3. Resuscitator equipment for the simultaneous care of two persons, including an oxygen administration capability and spare tanks or cylinders commensurate with the type of basic equipment. This equipment should be compatible with the performance of cardiopulmonary resuscitation. This equipment is to be procured by the Employer within a reasonable amount of time and is carried in the duty lieutenant's vehicle.

4. An adequately equipped first aid kit to be carried in the duty lieutenant's vehicle.

Any other existing provisions of safety equipment within the Department shall not be lessened without prior approval of the joint occupational safety and health committee.

Section 2

The employee shall be responsible to supply and maintain the following protective apparel:

1. One (1) polycarbonate type or leather fire fighter's helmet equipped with eye protection.

Metal helmets are strictly forbidden.

2. One (1) flame retardant turnout coat. All new purchases shall meet NFPA standards 1971.
3. One (1) pair of fire fighter's boots equipped with steel toe and shank.
4. One (1) pair of flame retardant gloves.

Section 3

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

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

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

- a. Make immediate and detailed investigation of each accident, death, or injury to determine the fundamental causes.
- b. Develop data to indicate accident sources and injury rates, and develop uniform reporting procedures.
- c. Inspect Fire Department facilities and apparatus to detect hazardous physical conditions or unsafe work methods, including training procedures.
- d. Recommend changes or additions to protective equipment, protective apparel or devices

for the elimination of hazards of fire fighting.

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

f. Participate in advertising safety and in selling the safety program to the employees through department meetings and training.

Section 4

In the event an employee's equipment is confiscated due to contamination, said equipment will be replaced by the Employer.

ARTICLE XXIX

POLICE DUTIES

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

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 the 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. 40A: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 exists 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 official representatives.

ARTICLE XXXIV

MANAGEMENT RIGHTS CLAUSE

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

ARTICLE XXXV

PAYDAYS

The paydays shall be on alternating Thursdays at five (5:00) o'clock p.m. When a recognized legal holiday falls on a regular payday, the payday will be one (1) day earlier.

ARTICLE XXXVI

FULLY BARGAINED PROVISION

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

ARTICLE XXXVII

PERSONAL LEAVE

Section 1

A twenty-four (24) hour personal leave shall be granted to each employee. The fire fighter must give the Director or his authorized representative seventy-two (72) hours advanced notice of his intentions to take this time. The director's or his authorized representative's approval is necessary before the time can be taken. However, a personal leave day cannot be taken at the beginning or end of a vacation period.

Section 2

Personal leave days may be accrued up to three (3) maximum, or at the option of the fire fighter receiving sixteen (16) hours per pay personal leave day which shall be paid on the first day in May of the following year, based on his salary in the preceding year.

ARTICLE XXXVIII

FIREMATIC ORGANIZATIONS

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

ARTICLE XXXIX

SAVINGS CLAUSE

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

ARTICLE XL

TRAINING

Section 1

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

Section 2

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

Section 3

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

ARTICLE XLI

DURATION

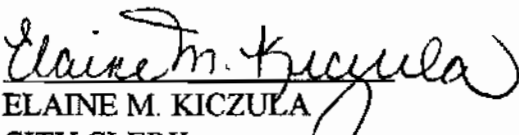
Except as provided herein, this Agreement shall be retroactive to January 1, 1994 and shall remain in full force and effect until December 31, 1996.

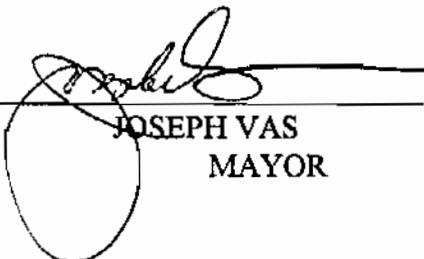
It shall automatically be renewed from year to year thereafter, unless either party to this Agreement shall have notified the other in accordance with the rules of the Public Employment Relations Commission that it desires to renegotiate the Agreement. If the present Agreement expires before a new Agreement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

IN WITNESS THEREOF, the parties hereto set their hands and seals this day of
1995.

ATTEST :

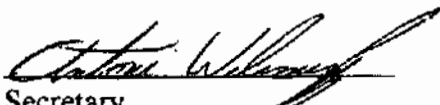
THE MAYOR AND COUNCIL OF
CITY OF PERTH AMBOY

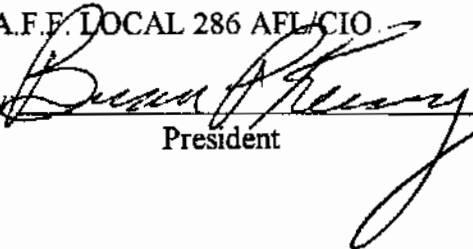

ELAINE M. KICZULA
CITY CLERK

By: 
JOSEPH VAS
MAYOR

ATTEST:

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


Secretary

By: 
President