

A G R E E M E N T

between

CITY OF ORANGE,
ESSEX COUNTY, NEW JERSEY

and

LOCAL NO. 10,
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

JANUARY 1, 1975 through DECEMBER 31, 1977

Law Offices: -

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Rahway, New Jersey 07065

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PREAMBLE

THIS AGREEMENT, effective as of the 1st day of January, 1976, by and between the CITY OF ORANGE, a municipal corporation situated in the County of Essex, State of New Jersey, hereafter referred to as the "City", and LOCAL NO. 10, FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, hereafter referred to as the "FMBA", is designed to maintain and promote a harmonious relationship between the City and such of its employees who are within the provisions of this Agreement, through collective negotiations, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

A. The City hereby recognizes the Union as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all firefighters of the City of Orange Fire Department, including firefighters in specializations, but excluding policemen, the Chief of the Department and all other employees of the City of Orange.

B. Unless otherwise indicated, the terms "firefighter", "firefighters," "employees," or "employee" when used in this Agreement refers to all persons represented by the Union in the above defined negotiating unit.

FMBA NEGOTIATING COMMITTEE -
ITS RIGHTS AND DUTIES

A. Meetings between representatives of the parties shall be scheduled at mutually convenient times and may be attended by representatives of the FMBA, without loss of compensation.

B. There shall be two (2) members of the FMBA Grievance Committee granted leave from duty with full pay for all meetings between the City and FMBA for the purposes of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty and upon forty-eight (48) hours notice to the Chief.

C. The President and Executive Delegate of the FMBA shall be granted leave from duty, manpower needs of the Department permitting, with full pay for all membership meetings of the State FMBA when such meetings take place at a time when such employees are scheduled to be on duty, provided that such individuals give forty-eight (48) hours notice to the Chief of the Fire Department.

D. All duly appointed and elected Association delegates shall be granted leave from duty with full pay to attend the Association's conventions in accordance with N.J.S. 11:26-c-4.

E. The State Officer of the FMBA shall have the right to visit firehouses at all reasonable hours for union business. The Union will not abuse this right.

F. Copies of all general orders, rules and regulations and communications affecting wages, hours, and other terms and

conditions of employment for employees covered by this agreement shall be furnished to the Union within twenty-four (24) hours of their promulgation.

G. The FMBA No. 10 may use the fire department mail or message routing system and may use firehouse and fire department mail boxes. Such use shall be reasonable.

ARTICLE III

MANAGEMENT RIGHTS

A. Except as modified by this Agreement, the City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City Government and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or

restrict either party of its or their powers, rights, authority,
duties and responsibilities under R.S. 40 and R.S. 11 or any
other national or state laws.

ARTICLE IV

MANPOWER

A. Manpower Strength

1. The alarm division shall consist of one (1) superintendent U.F.D. of alarms who shall perform all duties connected with his office and one (1) assistant superintendent of alarms who shall perform all duties connected with his office and one (1) helper for each platoon on duty who shall be a firefighter.

2. No apparatus should be taken out of service due to lack of manpower. If apparatus cannot be manned, Deputy Chief in charge shall call off-duty men to man apparatus.

B. Acting Officers

1. Whenever any firefighter is required to serve as an Acting Captain or man in charge, he shall receive the rate of pay of a Captain; however, he shall receive no additional compensation for the first two (2) consecutive weeks he shall serve as Acting Captain.

2. The officer in charge of each group on each tour shall appoint such Acting Captains as he shall deem to be qualified in the judgment of the Deputy Chief on duty in concurrence with the Chief.

3. Whenever a vacancy exists in the rank of Deputy Chief and such vacancy is filled during such period, or any part thereof by any Captain serving as an Acting Deputy Chief, or a Deputy Chief serving as an Acting Chief, such employee shall receive for each day of such service the rate of

pay of the position in which he serves in this acting capacity; however, he shall receive no additional compensation for the first two (2) consecutive weeks he shall serve in this acting capacity.

ARTICLE V
DUES DEDUCTION

A. The City agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 53:14-15.9e, as amended. Said monies together with records of any corrections shall be transmitted to the Union office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City written notice prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President and Secretary of the Union advising of such changed deduction.

C. The Union will provide the necessary "Check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Director of Finance. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards submitted by the Union to the City or in reliance upon the official notification on the letterhead

of the Union and signed by the President and Secretary of the Union advising of such changed deduction.

ARTICLE VI

HOURS AND OVERTIME

A. The work week for all employees who perform fire-fighting duties shall be an average of not more than forty-two (42) hours in an eight (8) week cycle, pursuant to the present tour system.

B. Overtime shall be paid in the form of compensatory time off pursuant to the provisions of N.J.S.A. 40A:14-51. However, in the event that a firefighter covered by this Agreement is recalled to duty from his regularly scheduled time off in the event of an emergency, he shall be compensated at the rate of one and one-half (1 1/2) times his regular rate of pay.

ARTICLE VII

SENIORITY

A. Seniority is defined to mean the accumulated length of service with the Department computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for illness or injury.

ARTICLE VIII

BULLETIN BOARDS

A. The City shall permit the FMBA use of one (1) bulletin board in each fire house for the posting of notices concerning FMBA business and activities.

ARTICLE IX

LONGEVITY

A. All members covered by this Agreement shall be compensated with longevity pay in accordance with the following formula:

For each of 6 through 10 years of service . . .
2% of base pay.

For each of 11 through 15 years of service . . .
4% of base pay.

For each of 16 through 20 years of service . . .
6% of base pay.

For each year of service from the 21st year
and thereafter . . . 8% of base pay.

B. Computation of years of service for the purposes of this Article shall be based on the employee's anniversary date of hire.

ARTICLE X

SALARIES

See salaries as set forth in Schedule A attached hereto and made a part hereof.

ARTICLE XI

HOLIDAYS

A. Each employee shall receive thirteen (13) paid holidays per year at the rate of eight (8) hours per day.

B. Holiday pay shall be included as part of base pay for pension purposes.

C. Six (6) days will be payable in the pay period covering the first week of June, and seven (7) days will be payable for the first pay period in December.

ARTICLE XII

CLOTHING ALLOWANCE

A. All employees of the Fire Department including probationary firefighters covered by this Agreement shall be entitled to an annual clothing allowance of Two Hundred Fifty (\$250.00) dollars payable before May 1 of each year.

ARTICLE XIII

INSURANCE

A. All employees covered by this Agreement and their families shall be entitled to all present insurance benefits as follows: Blue Cross Hospitalization and Blue Shield Medical-Surgical plans (including Rider J) and Major Medical Insurance, the full payment of which shall be paid by the City.

B. The City shall pay an additional Five Thousand (\$5,000.00) Dollars benefit to a deceased firefighter's family for death resulting from an on-the-job injury. This shall be exclusive of any compensation award proceeds.

ARTICLE XIV

VACATIONS

A. Standards

1. Vacations shall be granted with pay in accordance with the following scale based on the annual salary rates:

Employees who have not completed one (1) year of service may be given time off by the discretion of the Chief or Director in lieu of twenty-one (21) days. Employees who have completed one (1) year of service shall be granted twenty-two (22) days vacation. Employees who have completed five (5) years of service shall be granted twenty-four (24) days vacation in the sixth (6th) year. Employees who have completed ten (10) years of service shall be granted twenty-six (26) days vacation in the eleventh (11th) year. Employees who have completed fifteen (15) years of service shall be granted twenty-eight (28) days vacation in the sixteenth (16th) year. Employees who have completed twenty (20) years of service shall be granted thirty (30) days vacation in the twenty-first (21st) year and each year thereafter.

2. The vacation period for each calendar year shall be from the first (1st) day of January to the thirty-first (31st) day of December.

3. The Chief shall prepare the dates of a vacation schedule for each group to be posted on January 1 of each calendar year.

B. Procedure of Choosing for Officers

Vacations shall be chosen by all officers of the

Department in order of seniority in the rank.

Deputy Chiefs on the line shall choose among themselves, subject to the concurrence of the Chief.

Captains shall choose among themselves in their respective groups, subject to the concurrence of the Chief.

Not more than two (2) captains from each platoon on vacation at one time.

C. Procedure of Choosing for Firefighters

1. Seniority of firefighters in each platoon, shall be the basis for determining preference of vacation weeks. Members with the same seniority shall draw for order of pick in their platoons, subject to the concurrence of the Chief.

2. Members who choose a split vacation shall not pick again until all members on the same platoon have had their first pick. The order of seniority shall again govern the second pick.

3. Vacations shall begin following the regular "days off" of the employee.

D. Vacation Periods

1. Summer period from second week of May and ending during the first week of September.

2. Full vacations: Prior to the beginning of, and after the end of the summer vacation periods, vacations may be taken in their entirety.

E. Allowances in Lieu of Vacation

Any employee of the Department, covered by this agreement, who is entitled to vacation leave at the time of retirement shall receive the earned vacation which has not been taken,

effective thirty (30) days prior to the date of retirement.

In the event that an employee is entitled to vacation leave at the time of his death, his widow or his estate shall receive the earned vacation pay on the same basis as an employee who is retiring.

ARTICLE XV

LEAVE OF ABSENCE

A. Leave Without Pay

1. Any employee may be granted, with the approval of the Director and Chief of the Department, leave without pay up to a maximum of six (6) months, provided he shall make such request of the officer in charge at least two (2) weeks in advance of the date for which such leave is desired, except in the event of emergency, in which case only reasonable notice for such request shall be required. Requests for leave without pay shall not be unreasonably denied.

2. Leave of absence beyond a total consecutive maximum period of six (6) months may be granted only by the approval of the Director, which approval may not be unreasonable denied. No further renewal will be granted except upon the approval by the Department of Civil Service.

B. Funeral Leave

1. Special leave of absence with pay up to a maximum of four (4) days shall be granted to any member of the Department in case of a death within his immediate family, but such member shall report for duty the day after the funeral if scheduled to work.

2. The term "immediate family" shall include only father, mother, father-in-law, mother-in-law, grandparents, sister, brother, spouse, child and foster child of an employee, and his relatives residing in his household.

3. One (1) day shall be allowed to attend the funeral

services of sister-in-law and brother-in-law.

C. Terminal Leave

1. The City will grant the same terminal leave benefits as are now received by the employees of the County of Essex.

D. Requests for Time Off

1. Slips for requests for time off shall be submitted on twenty-four (24) hour's notice.

ARTICLE XVI

COMPENSATORY TIME

Every man is entitled to three (3) personal days a year, subject to manpower being available.

ARTICLE XVII

RESPONSIBILITIES

Employees covered by this agreement shall not be required to perform any police duties, guard school crossings, fire or safety mobile patrols.

ARTICLE XVIII
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employee's morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the Association.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Association or the City.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE:

(a) An aggrieved employee shall institute action under the provisions hereof within ten (10) days of the occurrence

of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and the Deputy Chief of the Department, or his designee, for the purposes of resolving the matter. Failure to act within ten (10) days shall be deemed to constitute an abandonment of the grievance.

(b) The Deputy Chief of the Department, or his designee, shall render a decision within five (5) days after receipt of the grievance.

STEP TWO:

(a) In the event the grievance is not settled through Step One, the same shall be reduced to writing and submitted to the Chief of the Department, or his designee, within five (5) days following the determination by the Deputy Chief of the Department.

(b) The Chief of the Department, or his designee, shall render a decision in writing within five (5) days from receipt of the grievance.

STEP THREE:

(a) In the event the grievance has not been resolved through Step Two, then within five (5) days following the determination of the Chief of the Department, the matter may be submitted to the Director or the Department.

(b) The Director of the Department shall review the matter and make a determination within ten (10) days from the receipt of the grievance.

STEP FOUR - Arbitration

(a) If the grievance is not settled through Steps One,

Two and Three, either party may refer the matter to the New Jersey State Board of Mediation for arbitration within ten (10) days after the determination by the Director of the Department. An Arbitration shall be selected pursuant to the Rules of the State Board of Mediation.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Director. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration and the Association shall pay whatever costs may have been incurred in processing the case to arbitration.

(c) The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

(d) The costs for the services of the Arbitrator shall be borne equally between the City and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(d) The determination of the Arbitrator shall be binding upon both parties.

ARTICLE XIX

MISCELLANEOUS

A. Employees covered by this Agreement may only be assigned to perform any duty which is related to firefighting, fire prevention, rescue, salvage, overhaul work care and maintenance of fire-fighting equipment, and such other duties as are prescribed by the job title description under the Civil Service Act, provided such assignments do not conflict with the restrictions on duties as set forth in Article XVII. Employees may only be assigned any duty which is related to the normal routine daily housekeeping care required to maintain the quarters in which they are employed in a safe, clean and sanitary manner.

It is understood that this will not encompass construction, plumbing, electrical, carpentry, painting or masonry, other than of a minor nature.

B. Mutual aid to other cities shall continue except that, subject to law, the same shall not be used to assist any other city involved in a labor dispute with its fire department by assigning employees on a standby basis.

C. The City shall make provision for workmen's compensation coverage for all employees, whether by insurance or otherwise.

D. The City shall provide the maintain automobile liability insurance for all vehicles of the fire department and general liability insurance, and shall provide for the coverage by such policies of all employees in the unit, provided however, that nothing herein contained shall prevent the City from providing

the foregoing coverages for the contingencies stated in any manner recognized by law.

ARTICLE XX

RULES AND REGULATIONS

A. The City may establish and enforce reasonable and just rules and regulations in connection with its operation of the Fire Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies of new rules and regulations shall be furnished to the Union and opportunity for the discussion of the new rules and regulations shall be afforded to the Union prior to implementation thereof.

B. The Union shall have the opportunity to grieve any new rule for thirty (30) days after its promulgation as to the reasonableness or propriety of said rule or regulation.

C. It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of Officers and Superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the Grievance Procedure set forth in Article XVIII of this Agreement.

D. In the event that an employee or employees shall refuse to comply with a rule or regulation, the City shall have the right to take disciplinary action in accordance with departmental regulations.

ARTICLE XXI

SICK LEAVE

A. The amount of sick leave shall be within the discretion of the Department of Public Safety, who shall administer sick leave in accordance with the Statutes of the State of New Jersey.

ARTICLE XXII

NON-DISCRIMINATION

A. There shall be no discrimination by the City or the Union against an employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint, or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union.

ARTICLE XXIII

NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employees from their positions, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the City. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement may be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article XVIII.

C. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or inequity for injunction or damages or both in the event of such breach by the Union or its members.

ARTICLE XXIV

MAINTENANCE OF STANDARDS

A. The provisions of all written departmental policies or ordinances governing terms and conditions of employment for the employees covered by this Agreement are incorporated herein by reference, and shall be maintained as such for the life of this Agreement.

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXVI

FULLY-BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations leading to this contract.

B. Nothing contained herein shall be deemed to deny or restrict the employees of their rights pursuant to N.J.S. A. 34:13A-1 et seq.

ARTICLE XXVII

TERM OF AGREEMENT

A. This Agreement shall be effective as of January 1, 1975, and shall remain in full force and effect through December 31, 1977, and thereafter from year to year until a successor Agreement is negotiated.

B. Should either party wish to amend or otherwise re-negotiate the terms and conditions set forth in this Agreement, then that party shall notify the other pursuant to the time requirements set forth in the rules and regulations of the Public Employment Relations Commission.

LOCAL NO. 10,
FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION

By: *Thomas A. Intili*

ATTEST:

[Signature]

CITY OF ORANGE,
ESSEX COUNTY, NEW JERSEY

By: *[Signature]*

ATTEST:

[Signature]

SCHEDULE A

SALARIES

	<u>1/1/76</u>	<u>7/1/76</u>	<u>1/1/77</u>
<u>Firefighter -</u>			
1st year	\$11,050	\$11,800	\$12,550
2nd year	11,750	12,510	13,200
3rd year	12,400	13,150	13,900
4th year (maximum)	13,050	13,800	14,550
<u>Captain -</u>	16,350	17,000	17,750
<u>Deputy Chief -</u>	18,010	18,660	19,410
<u>Fire Signal Superintendent -</u>	17,350	18,000	18,750
<u>Firefighter-Asst. Fire Signal Superintendent (Supplemental Salary)</u>	1,000	1,000	1,000
<u>Firefighter-Mechanic - (Supplemental Salary)</u>	800.	800.	800.

ARTICLE XX

RULES AND REGULATIONS

A. The City may establish and enforce reasonable and just rules and regulations in connection with its operation of the Fire Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies of new rules and regulations shall be furnished to the Union and opportunity for the discussion of the new rules and regulations shall be afforded to the Union prior to implementation thereof.

B. The Union shall have the opportunity to grieve any new rule for thirty (30) days after its promulgation as to the reasonableness or propriety of said rule or regulation.

C. It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of Officers and Superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the Grievance Procedure set forth in Article XVIII of this Agreement.

D. In the event that an employee or employees shall refuse to comply with a rule or regulation, the City shall have the right to take disciplinary action in accordance with departmental regulations.

ARTICLE XXI

SICK LEAVE

A. The existing policy of sick leave, including the policy set forth in the Chief's sick leave order dated shall be continued during the term of this Agreement. Sick time shall be charged against working days only.

B. Terminal Leave: Upon ordinary retirement, (and excluding disability retirement), if an employee has accumulated sick leave to his credit, said employee shall receive compensation in time off prior to retirement, or at the employee's option, payment at the rate of pay in effect at the date of retirement according to the following formula:

<u>Amount of Accumulated Sick Leave</u>	<u>Compensation</u>
1 through 120 days	1 day's pay or 1 day off for each day of accumulated sick leave.
121 days or more	1 day's pay or 1 day off for each day of accumulated sick leave to 120 days plus 20 percent of a day's pay or a day off for each day of accumulated sick leave in excess of 120 days.

C. During the 12 month period following the execution of this Agreement, in the order of seniority, each Employee shall meet and confer with the City's Personnel Director or his designee, a representative of the Department and a representative of the FMBA to determine the amount of accumulated sick leave. Said conference shall be scheduled at the convenience of the City. Job-connected injuries and recurrences therefrom shall not be deducted from the accumulated sick time. In the event that an employee objects to the amount of accumulated sick leave credited to his account, the

FMBA may file a grievance in accordance with Article XVIII and shall bear the burden of proof in establishing that amount of leave sought to be deducted from his accumulated sick leave was job-connected.

D. During the month of January of each calendar year, the employer shall furnish written notification to each employee and the FMBA as to the amount of accumulated sick leave credited to each employee as of December 31 of the preceding calendar year.

ARTICLE XXII

NON-DISCRIMINATION

A. There shall be no discrimination by the City or the Union against an employee on account of race, color, creed, sex, or national origin.

B. There shall be no discrimination, interference, restraint, or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union.

ARTICLE XXIII

NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employees from their positions, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the City. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement may be deemed grounds for termination of employment of such employee or employees, subject however to the application of the Grievance Procedure contained in Article XVIII.

C. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

ARTICLE XXIV

MAINTENANCE OF STANDARDS

The provisions of all written departmental policies or ordinances governing terms and conditions of employment for the employees covered by this Agreement are incorporated herein by reference, and shall be maintained as such for the life of this Agreement.

ARTICLE XXV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXVI

FULLY-BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations leading to this contract.

B. Nothing contained herein shall be deemed to deny or restrict the employees of their rights pursuant to N.J.S.A. 34:13A-1 et seq.

ARTICLE XXVII

TERM OF AGREEMENT

A. This Agreement shall be effective as of January 1, 1978, and shall remain in full force and effect through December 31, 1980, and thereafter from year to year until a successor Agreement is negotiated.

B. Should either party wish to amend or otherwise re-negotiate the terms and conditions set forth in this Agreement, then that party shall notify the other pursuant to the time requirements set forth in the rules and regulations of the Public Employment Relations Commission.

LOCAL NO. 10, FIREMEN'S MUTUAL
BENEVOLENT ASSOCIATION

CITY OF ORANGE, ESSEX COUNTY,
NEW JERSEY

BY

Anthony [unclear]

BY

Ernie [unclear]

ATTEST:

ATTEST:

John Lee [unclear]