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AGREEMENT

Between:

CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY

And

JERSEY CITY UNIFORMED FIREFIGHTERS ASSOCIATION  
LOCAL 1066, IAFF, AFL-CIO

January 1, 1976 through December 31, 1977

V

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PREAMBLE

THIS AGREEMENT entered into this            day of            , 1976,  
by and between the CITY OF JERSEY CITY, in the County of Hudson,  
New Jersey, a Municipal Corporation of the State of New Jersey,  
hereinafter called the "City" and the UNIFORMED FIREFIGHTERS  
ASSOCIATION, Local 1066, IAFF, AFL-CIO, hereinafter called the  
"Union", represents the complete and final understanding on all  
bargainable issues between the City and the Union, and the City  
agrees not to enter into any other Agreement or contract with  
those of its employees who are hereby covered, which in any  
way conflicts with the terms and provisions of this Agreement.

ARTICLE I

RECOGNITION

A. The City hereby recognizes the Union as the exclusive collective negotiations agent for all non-supervisory Firefighters employed by the City.

B. The title "Firefighter" shall be defined to include the plural as well as the singular, and to include males as well as females.

C. The title "Fireman" shall be read as Firefighter to conform to Civil Service requirements wherever found in this Agreement.

D. The title "Firefighter" shall be used on all departmental and City communications.

ARTICLE II

MAINTENANCE AND MODIFICATION OF WORK RULES

A. All conditions of employment relating to wages, hours of work, and general working conditions contained in the rules and regulations of the Fire Department, Ordinances or Resolutions of the City pertaining to Fire employees, or directives from the office of the Fire Chief, or Director of Fire, which are of universal application within the Fire Department, currently in effect, shall be maintained for the life of this Agreement.

B. Proposed new rules or modification of existing rules governing working conditions, as set forth above, which are not exclusively within the discretion of management, shall be negotiated with the majority representative prior to implementation.

ARTICLE III  
UNION PRIVILEGES

A. Accredited representatives of the Union, not to exceed three (3) shall be permitted to visit Fire Headquarters, the Office of the Director of Public Safety, Fire stations or Training School, for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union decides to have its representatives enter the City facility or premises as outlined above, it will request such permission from the appropriate City representative, and such permission will not be unreasonably withheld, provided further that there shall be no interference with the normal operations of the business of City government or the normal duties of employees. Before entering the office of the Director, the authorized representative shall notify the Director, or in his absence, his authorized representative, of their desire for a meeting.

B. The current practice with respect to the operation of the IAFF office shall be maintained for the life of this Agreement, including the assignment of the President to special assignment so that he may devote such time as is necessary to administering and enforcing the provisions of this Agreement.

C. Firefighters who are officers, delegates, or alternates of the Union, not to exceed seven (7), shall be granted time off to attend State and International IAFF conventions authorized by State Law for the duration of the convention and reasonable travel time, without loss of pay.

ARTICLE III continued:

D. Firefighters shall also be granted time off to attend State and Local meetings, and meetings of the Hudson County Central Labor Council, provided Departmental operations are not impeded by the granting of such request, in accordance with current practice.

E. Two (2) members of the Union shall be granted time off to attend State and Local legislative sessions, provided no other provision of this Agreement is violated by this action.

F. The executive board members and house stewards shall be granted time off to attend regular monthly and/or special meetings of Local 1066, provided departmental operations are not impaired by the granting of such request.

G. Up to five (5) firefighters shall be released from normal duties for such negotiation sessions as are mutually scheduled and shall suffer no loss of regular pay thereby.

H. The Union shall have the right to have installed pay telephones at each fire station. Installation, operation and maintenance costs if any shall be borne by the Union.



ARTICLE IV  
EXTRA CONTRACT AGREEMENTS

A. The City agrees not to enter into any other agreement or contract with its employees as defined in Article I, A, of the Agreement individually or collectively which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE V

LEAVES OF ABSENCE

A. A leave of absence, without pay, for up to six (6) months may be granted for good cause to any member who has been employed for a period of ninety (90) days. Said leave shall be granted at the discretion of the City. The leave may be extended for up to an additional six (6) months. Such leave shall not be arbitrarily withheld.

ARTICLE VI

DUES DEDUCTIONS

A. The City agrees to deduct from the salaries of its employees subject to this Agreement, dues for the Union. Such deduction shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A., R.S. 52:14-15. 9(e), as amended. Said monies, together with the 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 the 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.

C. The Union will provide the necessary check-off authorization form and deliver the signed forms to the Fire Department Officer. 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 accordance with the instructions of the Union pursuant to this Article.

D. If, during the life of this Agreement, there is specific statutory authority passed granting "agency shop" privileges, the City shall substitute such system to the benefit of the bargaining agent, provided further, that the indemnification agreement set forth in paragraph "C" shall be applicable.

ARTICLE VII

NON-DISCRIMINATION

A. Neither the City nor the Union shall discriminate against any employee due to that employee's membership, non-membership, participation, lack of participation, or activities on behalf of, or his refraining from activity on behalf of the Union.

B. The City shall have the right to take disciplinary action in accordance with City Policy, the Rules and Regulations of the Department and Civil Service Rules, for just cause.

C. Disciplinary action may not be normally instituted more than sixty (60) days after the breach of discipline was made known to appropriate Department officials. This sixty (60) day requirement shall not apply in instances of criminal or departmental investigations which do not culminate within the sixty (60) days, nor shall it apply in cases involving a finding of guilt in a criminal proceeding.

ARTICLE VIII

MANAGEMENT RIGHTS

A. 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.

B. The exercise of the foregoing powers, rights, authorities, 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 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.

ARTICLE IX

WORK WEEK

A. The normal work week shall consist of forty-two (42) hours per week, over an eight (8) week cycle. The day tour shall consist of ten (10) hours and the night tour shall be fourteen (14) hours, pursuant to provisions of City Ordinance.

B. Overtime. All time in excess of a ten (10) hour day and a fourteen (14) hour night tour shall be compensated at overtime rates, which shall be equal to one and one-half times the regular rate of pay per hour for firefighters. For the purpose of this Article, any part of an hour shall be considered a full hour.

C. An accurate record shall be kept of all overtime worked by firefighters. It shall be logged in the Company journal, Captain's journal and forwarded to the Battalion Chief.

D. For the purpose of computing overtime, Firefighters are not to be considered relieved from duty until fifteen (15) minutes after he returns to quarters from a working fire or other emergency.

E. Recall. If a Firefighter is recalled to duty, he shall receive a minimum guarantee of four (4) hours overtime pay at his average hourly rate for a forty-two (42) hour work week.

F. In the event overtime is to be paid to any Firefighter in excess of a normal work day, he may be required to remain on duty for the entire hour.

G. All members shall be subject to emergency call to duty at the discretion of the Fire Department.

Article IX Continued.

H. Mutual Aid. In the event out of town apparatus or mutual aid is requested, it is hereby agreed that the said equipment and manpower shall be returned to their respective community before the Jersey City Firefighters are released from the scene of the fire.

I. In the event mutual aid is required, the City shall have the option of recalling twenty-five (25) men or five (5) men per piece of apparatus called for.

J. Employees required to attend Court on official City business during other than their regularly scheduled work time shall be compensated at the rate of time and one-half for time spent in Court, with a three (3) hour minimum for each such appearance.

K. Regular overtime shall be paid monthly, for the preceding period.

L. Employees working between 4 P.M. and 8 A.M. shall be entitled to a shift differential. The rate shall be ten (10) cents per hour (~~e.g. Jan. in March, February in April, etc.~~).

M. Effective for the term of this Agreement all employees shall receive time and one-half for the last two hours of their regularly scheduled work week, computed and paid in the same manner as overtime compensation.

N. Deferred 1975 overtime shall be paid as soon as practicable following the execution of this Agreement.

ARTICLE X

VACATIONS

A. Annual vacation shall be granted in accordance with the following schedule.

1. Up to end of first calendar year - one (1) work day each month.

One year to end of five years - twenty six (26) work days

After five years - thirty (30) work days.

B. Vacations shall be taken in accordance with the current pick system. There shall be four (4) summer periods of eight (8) days, with the balance of time distributed in accordance with the schedule established by the Department.

C. On January 1, vacation time for each employee becomes vested for the ensuing year. An employee eligible for retirement who dies, shall receive full vacation credit for the year of his death.



ARTICLE XI

INJURY, SICK LEAVE

A. If an employee is incapacitated and unable to work because of an injury sustained in the performance of his fire duties, he shall be entitled to injury leave with full pay during the period in which he is unable to perform such duties. Such leave, not to exceed one (1) year, shall be determined by the Director of the Division of Medical Services, and the Director of Fire. Such leave shall not be arbitrarily or unreasonably withheld. In the event the employee receives Workmen's Compensation with regard to said injury, such temporary disability checks shall be returned to the City for so long as the employee remains on injury leave.

B. Employees shall be granted sick leave without loss of pay whenever they are unable to work for reasons of health, up to one (1) year for each illness, pursuant to N.J.R.S. 40:11-9, and such leave shall be determined by the Director of the Division of Medical Services, and the Director of Fire. Such leave shall not be arbitrarily or unreasonably withheld.

C. Personnel suffering from heart and lung diseases, along with those with Jersey City Fire Department Job connected disabilities will not be placed before the Pension Board for such disability-related severance except upon their own request. The number of such heart and lung affected personnel, and those with Jersey City Fire Department Job connected disabilities shall not exceed five (5) percent of the uniformed force.

ARTICLE XII

INSURANCE

A. The City shall provide liability insurance coverage on personal vehicles used on recalls or otherwise in the scope of employment.

B. The City shall supply to Firefighter all necessary legal advice and counsel in the defense of or the settlement of claims for personal injury, death or property damage arising out of or in the course of their employment, and the City shall pay and satisfy all judgments against firemen from such claims.

C. Hospitalization. The Firefighter shall receive fully paid Blue Cross, Blue Shield, and Major Medical with Rider "J" to cover themselves and their dependents.

D. Life Insurance. The City will provide for Life Insurance in the amount of \$5,000 and additional Accidental Death and Dismemberment Insurance in the amount of \$5,000 for each Firefighter, and it is the intention of the City to provide Firemen with a \$2,000 life insurance policy upon regular retirement provided that this in<sup>s</sup> not in conflict with State Law.

E. Effective July 1, 1977 the City shall provide up to \$240 per annum per employee to purchase dental insurance or service for the employee and his family. The specific terms of the insurance or service to be provided shall be mutually worked out by the parties prior to the July 1, 1977 effective date. During the 1977 calendar year, it is understood that the City's liability shall not exceed \$120 per employee.

ARTICLE XIII

SPECIAL ASSIGNMENTS

A. The City agrees that in order to effectively run a fire department the maintenance of certain institutions are in the best interests of the City. Therefore, the City agrees that it shall endeavor to maintain a Training School, Signal Alarm Operators Division, Fire Prevention and Hotel Bureau, REpair Shop, Hose Shop, Division of Medical Services, Community Relations Bureau and necessary and proper clerical positions staffed with uniformed firefighters and officers as necessary.

B. Any man permanently assigned to such detail who is reassigned therefrom due to a contraction of the work force shall be placed on a preferential reassignment list, and returned to the detail in the event of a vacancy.

C. Current work hours shall be maintained for special assignments.

ARTICLE XIV

MUTUAL EXCHANGES OF TOURS OF DUTY

A. A mutual exchange of duty between two (2) Firefighters, shall be granted upon written application to the Deputy Chief concerned, provided all other requirements of this Article are complied with. All pertinent information relating to the time requested and the date of repayment of such time shall be contained in the original application, signed by both parties. All repayment of time shall be carried out by the principals involved. If the date of repayment is unknown to the parties at the time of the request, it may remain blank. However, at least two (2) weeks prior to the repayment taking place, the parties shall file a notice of date of repayment with the Deputy Chief.

B. A minimum of ten (10) hours notification shall be required by the Deputy Chief concerned. In case of extreme emergency, the Deputy Chief on duty may waive the ten (10) hour notification.

C. Firefighters making such exchanges must have equal qualifications to serve in each other's place, and be of equal rank. Exchanges of tours shall be for tours of equal length; that is, day tours may be exchanged for day tours, and night tours may be exchanged for night tours. Such exchanges shall neither be requested nor granted for any period of time during which either firefighter involved in the exchange is scheduled for formal training.

D. No firefighter may be involved in more than three (3) exchanges in eight (8) cycles, and shall pay back the time within one (1) year.

ARTICLE XV

TEMPORARY REASSIGNMENTS AND TRANSFERS

A. For the purpose of replacement of men on compensatory time, leave, and vacations, transfers shall be made from a rotating list in each house, in accordance with qualifications. Employees shall have the right to return to their permanent assignment at the end of one vacation period.

B. 1. Temporary reassignments shall be made from the group and company designated by the Department, by offering the position to all qualified men in order of seniority. In the event no man accepts the temporary reassignment the least senior qualified man shall be reassigned. No temporary reassignment shall be made for more than twelve (12) months.

2. Changes requested by the Union shall be given consideration.

ARTICLE XVI

PERMANENT REASSIGNMENT

A. On October 1st of each year, all line vacancies shall be posted for bidding, in accordance with the system set forth herein.

B. All line vacancies shall be posted for a fifteen (15) day period for bidding. At the close of the 15th day, all bids shall be closed. The Chief shall then have eight (8) days in which to process applications, and on the ninth day, shall post a notice awarding the transfers.

C. Also on the ninth (9th) day, a notice shall be posted opening for bids the vacancies created by the first round of transfers, as stated above. The same procedure shall be followed, as above, for processing.

D. The above procedures shall be followed for the third (3rd) and final round of bids.

E. A vacancy shall be determined by the Department, after consultation with the Union.

F. No physical transfers of men, in accordance with this procedure, shall take place until January 1st.

H. Fire Fighters who wish to apply for training in those areas in which they wish to be qualified for purposes of new assignments, may apply for such training and their application will be afforded priority consideration.

Article XVI continued:

- I. Assignment of new men shall be on a temporary basis.
- J. An Annual Roster shall be published in the month of March, designating the assignment and status of each member.

K. Any individual bidding for a position must be qualified for the position and intend to serve in the position during the period following the bid.

ARTICLE XVII  
BEREAVEMENT LEAVE

A. In the event of a death in the employee's immediate family, he shall be granted time off from the day of death up to and including the day after the funeral, but not to exceed five (5) days.

B. Immediate family, for purposes of this Section, shall be defined as follows: Parents, spouse, child, sister, brother, mother-in-law, son-in-law, father-in-law, grandparents, grandchildren, sister-in-law, brother-in-law, or any other relative residing in the immediate household of the employee.

C. An employee shall also be entitled to one day off for the attendance at the funeral of the aunt, uncle, neice or nephew, of himself or his spouse.



ARTICLE XVIII

MILITARY LEAVE

A. Any employee ordered to active duty by a component of the United States Armed Forces shall be granted leave without pay for the period of such service.

B. The City hereby agrees to grant military leave for ANACDUTRA to any employee in accordance with New Jersey State Statutes.

C. All members of the National Guard or Reserves shall be granted time off with full pay to attend required drills. Such time off shall be in addition to vacation, sick, and administrative leave. The Director may, however, reschedule an employee's hours and days of work in order to enable the employee to attend drills and still fulfill all employment responsibilities without need for additional time off.

ARTICLE XIX

RETIREMENT

A. Members shall retain all pension rights under New Jersey Law and Ordinances of the City of Jersey City.

ARTICLE XX

CLOTHING ALLOWANCE

A. Employees shall be given the sum of \$350.00 clothing allowance. The sum of \$175.00 shall be paid on the first (1st) Thursday after the Council meeting in January, and additional \$175.00 shall be paid on the first (1st) Thursday after the Council meeting in July.

ARTICLE XXI

HOLIDAYS

A. All employees, in addition to their regular wages, shall receive twelve (12) holidays, eight (8) of which shall be given as compensatory days off and four (4) of which shall be paid in cash at straight time rates, based upon 8.4 hours during the month of December. All compensatory days shall be credited to employees on January 1st of each year.

Unused compensatory time off shall accumulate from year to year and shall be granted to each employee prior to their retirement.

B. Should the City declare an additional holiday for any other City employees, the members herein shall receive full amount of additional time off.

ARTICLE XXII

COMPENSATORY TIME OFF

A. Ten (10) days notice must be given to the Department Head, or his representative, by a Firefighter requesting compensatory time off. The employee must be advised of the approval or disapproval of his compensatory time off request within five (5) days after it is submitted.

B. The City shall grant the request of any firefighter to use compensatory days off until the minimum manpower required by this Agreement for the City wide tour is reached. Thereafter, the City shall grant an additional six (6) firefighters, City wide by tour, the right to use compensatory days during the period of summer vacations. At all other times, the City shall grant the requests of twenty-five (25) firefighters, City wide by tour, below minimum strength, the right to use compensatory days off, except on holidays set forth below:

Thanksgiving day and night, Easter day and night, Christmas Eve, Christmas day and night, New Year's Eve, New Years day and night.

C. The draw system shall be used in granting compensatory days off on holidays and the evenings before the holidays. Section B shall not apply to Section C.

D. Overtime granted to compensate for compensatory time below minimum manpower strength shall be drawn only from members who are on forty-eight (48) or seventy two (72) hour leave. No member shall work more than twenty four (24) hours continuous duty for the purpose of this Section.

Article XXII continued.

E. Compensatory time off may be cancelled by the Fire Chief under emergency conditions. An emergency shall mean a situation that neither the employer nor the employee has control over, i.e., an act of God, a local catastrophe, or any unforeseen act that cannot be anticipated.

ARTICLE XXIII

SALARIES AND LONGEVITY

A. 1. Fire Fighters shall receive compensation in 1976 and 1977 in accordance with the following schedule:

		<u>1/1/76</u>	<u>1/1/77</u>
Fire Fighter	First Year	10,500	11,300
Fire Fighter	Second Year	11,500	12,300
Fire Fighter	Third Year	13,100	13,900
Fire Fighter	Fourth Year	14,100	14,900

2. The City reserves the right to raise entry level salaries.

3. The City agrees that it will maintain salary parity between Fire Fighters and Police Officers.

B. 1. Employees shall receive annual longevity payments in accordance with the following schedule:

<u>Years of Service</u>	<u>Payment</u>
From five years up to ten years	\$200
From ten years up to fifteen years	\$400
From fifteen years up to twenty years	\$600
From twenty years up to twenty five years	\$800
Over twenty five years	\$1,000

2. A firefighter hired up to October 31 of each year shall receive full credit for these purposes for the full year of service. Anyone hired thereafter shall receive no credit until the succeeding January 1st.

C. In the event that after the date of execution hereof, the City, or any of its autonomous agencies, shall negotiate an increase in either direct dollars or <sup>R</sup> fringe benefits having monetary value in excess of the <sub>A</sub> cost of providing linen in accordance with Article XXV.D, for any union contract effective during calendar 1976, then the same amount of cash or benefits with cash value shall be provided to the I.A.F.F. This shall not include normal increases, derived from a guide, due to annual <sup>ement</sup> degree differentials, or ratio guides.

Article XXIII continued.

D. If, after the date of execution hereof, the City, or any of its autonomous agencies, shall negotiate an increase with any of their Unions which, during calendar 1977 shall provide in excess of the combined direct cash and benefits provided herein to any other employee, then the same amount of cash or benefits shall be provided to the I.A.F.F., Local 1066. This shall not include normal increases, derived from a guide, due to annual increments, degree differentials or ratio guides.



ARTICLE XXIV

TESTING

A. The parties hereto mutually agree that group testing of Firefighter shall be permitted but at no time shall a Firefighter be penalized for the result of such testing.

B. Only qualified personnel shall conduct instructions.

ARTICLE XXV

SAFETY AND HEALTH COMMITTEE

A. The Union hereby agrees to create a Safety and Health Committee of its members.

B. The City hereby agrees to designate administrative personnel of the Department of Public Safety to meet periodically with the Safety and Health Committee of the Union. These meetings shall take place as jointly scheduled by the Safety and Health Committee of the Union and the designee of the City.

C. The purpose of the joint committee shall be to generate proposals and suggestions for the maintenance of high safety and health standards for the operation of the Department.

D. The City agrees to provide linen service for firehouses.

ARTICLE XXVI

CREW REQUIREMENTS

A. The City will maintain a minimum crew of three (3) Firefighters per apparatus at all times.

B. During the two (2) years of this Agreement the City agrees to refrain from making economic lay-offs, in consideration of the unique status of these employees in protecting the lives and property of the citizens of Jersey City. This Agreement does not affect normal attrition or the right of the City to take disciplinary action in accordance with the Rules and Regulations of the Department, state statutes or the Collective Bargaining Agreement.

ARTICLE XXVII

GRIEVANCE PROCEDURES

A. Purpose

(a) 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 employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

(b) 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 provided the Union is present and the settlement does not violate the contract.

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 any individual, the Union 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.

Article XXVII continued.

Step One:

(a) An aggrieved employee shall institute action under the provisions hereof within thirty (30) days after grievant became aware, or should have become aware, through diligent inquiry, but in no event more than sixty (60) days after the occurrence of the grievance and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate Supervisor, for the purpose of resolving the matter informally. Failure to act within said periods set forth above shall be deemed to constitute an abandonment of the grievance.

(b) The immediate Supervisor shall render a decision in writing 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, signed by the aggrieved and filed with the Deputy Chief, within five (5) days following the determination by the immediate Supervisor.

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

Article XXVII continued:

Step Three:

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

(b) The Chief and Director, shall submit a written answer within ten (10) days from 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 State Board of Mediation within ten (10) days after the determination by the Director of Fire. An Arbitrator 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 of Fire. In the event the aggrieved elects to pursue his Civil Service remedies, the arbitration hearing shall be cancelled and the matter withdrawn from 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.

Article XXVII continued:

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

(e) The decision shall be final and binding on both parties.

D. Nothing herein shall prevent any employee from processing his own grievance, provided the Union may be present at any such hearings, and further provided, that no settlement with any such individual employee shall violate this Agreement.

ARTICLE XXVIII

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 employee from his position, 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, slow down, walkout or other deliberate interference with the normal operations of the Fire Department.

B. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slow down, walkout or other deliberate interference with the normal operations of the Fire Department. The Union agrees that failure to take such action would constitute a material breach of this Agreement.



ARTICLE XXIX

EARLY RELIEFS

A. Firefighter shall be entitled up to thirty (30) minutes early relief upon the arrival of his relief man, as per general order.

ARTICLE XXX

TERMINAL LEAVE

A. Members who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at the rate of four (4) calendar days for each calendar year of service. Added to such leave shall be any compensatory time off and vacation time due which the retiring member has not received. Terminal leave shall count toward accumulation of vacation in the final year of employment.

B. Employees who retire shall have the option of taking this leave prior to retirement or to work until offered retirement date and receive a payment for all such accumulated time.

C. For purposes of this Agreement, any employee who dies and prior to his death was eligible for retirement shall be considered a retired employee and the estate of the deceased shall receive the following:

1. All accumulated compensatory time.
2. Terminal leave in accordance with this Article.
3. All accumulated vacation time including full vacation allowance for the year of death.

ARTICLE XXXI

PROMOTIONAL TEST

A. Promotion examinations for the next highest rank above Fire Fighter shall be requested to the Civil Service Department every three (3) years.

ARTICLE XXXII

QUALIFICATIONS OF EMPLOYMENT

A. All conditions of employment presently in effect for entrance to the position of Firefighter, such as height, weight, eye sight, etc., shall be maintained.

ARTICLE XXXIII

FULLY BARGAINED PROVISIONS

A. This Agreement represent 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. 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 parties at the time they negotiated or signed this Agreement.

B. This Agreement shall be in effect and the benefits thereof shall apply (unless otherwise noted) to all Fire Fighters who are on the payroll and employed by the City of Jersey City on January 1, 197<sup>5</sup>~~4~~, or in the case of death to their estates.

ARTICLE XXXIV

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 to be 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 XXXV

DURATION OF AGREEMENT

A. This Agreement shall be effective as of January 1, 1976 and shall terminate on December 31, 1977.

B. Bargaining for the succeeding contract shall commence on or about August 1, 1977. In the event no Agreement is reached between the parties by November 1, 1977, it is hereby agreed that an Impasse shall have been reached and at that time the parties agree to mediation and fact finding pursuant to N.J.S.A. 34:13A-1, et. seq. If an Agreement is still not reached following mediation and fact finding, the parties agree to submit their issues to an arbitrator whose decision on the terms of the Collective Bargaining Contract shall be binding upon the parties. Said Arbitrator be selected from a panel referred to the parties by the American Arbitration Association.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Jersey City, New Jersey, on this 12<sup>th</sup> day of May, 1976.

UNIFORMED FIREFIGHTERS ASSOCIATION  
LOCAL 1066, I.A.F.F., AFL-CIO

BY Thomas W. Burke

BY Robert J. Ellison  
Witness

CITY OF JERSEY CITY, HUDSON  
COUNTY, NEW JERSEY

BY [Signature]

BY [Signature]  
Witness