

1/1/2004

AGREEMENT
BETWEEN
THE CITY OF ENGLEWOOD
AND
IAFF NO. 3260

JANUARY 1, 1999 through DECEMBER 31, 2003

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PREAMBLE

THIS AGREEMENT, effective as of the 1st day of January, 1995, by and between the CITY OF ENGLEWOOD, a municipal corporation situated in the County of Bergen, State of New Jersey, hereafter referred to as the "CITY", and IAFF LOCAL NO. 3260, hereafter referred to as the "UNION" 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, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RIGHTS OF UNION AND CITY

Section 1. Exclusive Recognition

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 Firemen of the City of Englewood Fire Department, including Firefighters in specializations but excluding all other employees of the City of Englewood.

Section 2. Definition

Unless otherwise indicated, the terms "Firemen"; "Fireman" or "Firefighter", "Employee", or "Employees" when used in this Agreement refer to all persons represented by the Union in the above-defined negotiating unit.

Section 3. Right to Negotiate

* The City and the Union hereby agree that the Union has the right to negotiate for Firemen as to rates of pay, hours of work, and other terms and conditions of employment.

Section 4. City's Rights

Except as modified by this agreement, it is the right of the City to determine reasonable standards of service to be offered by its employees, determine the standards of selection for employment, determine manpower requirements, direct its employees, take disciplinary action for just cause, maintain the efficiency of its operations, determine the methods, means and personnel by which its operations are to be conducted, determine the content of job

classifications, schedule the hours, take all necessary actions to carry out its mission in emergencies, exercise control over its organization and the technology of performing its work.

ARTICLE II

UNION NEGOTIATING COMMITTEE - ITS RIGHTS AND DUTIES

Section 1. Paid Leave for Negotiation

Those employees (not to exceed one from each group) serving as members 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 negotiating the terms of an Agreement, when such meetings take place at a time during which such members are scheduled to be on duty. However, such employees shall, if required, provide their own replacement, such replacement to be paid for by the City.

Section 2. Paid Leave for Grievance Committee

There shall be two (2) members of the Union Grievance Committee granted leave from duty with full pay for all meetings between the City and the Union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 3. Paid Leave for Union Officers

a. Upon forty-eight (48) hours notice to the Chief, the highest ranking available officer the Union shall be granted leave from duty with full pay for one Local 3260 membership meeting per month of the Union when such meetings take place at a time when such officer is scheduled to be on duty.

ARTICLE III

MANPOWER

Section 1. Acting Officers

The Chief or Officer-in-Charge will designate the Acting Officer in the absence of both officers at the start of each shift. A Fireman not assigned as an officer shall have the right to grieve if, based on qualifications and availability, he was improperly overlooked.

Section 2. Probationary Firemen

To enable the City to exercise sound discretion in the filling of positions within the Fire Department, no appointment to the position of Fireman in the Fire Department shall be deemed final and permanent until after the expiration of a period of one (1) year probationary service. During the probationary period of any employee, the City may terminate the employment of such employee, if during this period upon observation and consideration of his performance of duty, they shall deem him unfit for such employment. Nothing contained herein shall be used to deny any employee of any rights or any benefits to which he may be entitled under the pension provisions of the New Jersey Police and Firemen's Pension System covering employees of the Fire Department.

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Section 3. Evaluations

All supervisors shall evaluate the subordinates of their respective groups at least twice a year.

ARTICLE IV

HOURS OF WORK AND OVERTIME

Section 1. Hours of Work

The work week for all employees who perform fire fighting duties shall be an average of not more than forty-two (42) hours averaged over an eight (8) week cycle and shall be based on the schedule of two (2) days of ten (10) hours each, followed by forty-eight (48) hours off, followed by two (2) nights of fourteen (14) hours each, followed by seventy-two (72) hours off, followed by two (2) days of ten (10) hours each and so on. This schedule is subject to the stand-by requirements that have been in effect heretofore, as set forth in Schedule A below:

SCHEDULE A

HOURS OF WORK AND STANDBY

Day	(1)	8:00 AM to 6:00 PM 6:00 PM to 8:00 AM	Tour of Duty Standby
	(2)	8:00 AM to 6:00 PM 6:00 PM to 8:00 AM	Tour of Duty Standby
	(3)	8:00 AM to 8:00 AM	(twenty-four hours) off duty
	(4)	8:00 AM to 6:00 PM 6:00 PM to 8:00 AM	Standby Tour of Duty
	(5)	8:00 AM to 6:00 PM 6:00 PM to 8:00 AM	Standby Tour of Duty
	(6) (7) (8)	- seventy-two (72) hours off duty	

Section 2. Overtime

Whenever an employee works in excess of his regularly scheduled work week or work schedule, as provided for in Section 1, Article IV, in addition to any other benefits to which he may be

entitled, he shall be paid for such overtime as follows:

a. Employees shall be paid for all overtime work at time and one-half the hourly rate which he received for his regularly scheduled assigned duty, except that he shall receive no additional compensation when working for a fellow employee on a special leave pursuant to Article X, Section 2.

b. Day Workers shall work a five (5) day work week, Monday through Friday, which shall consist of eight (8) consecutive work hours each day, with call as per past practice. Payment for overtime shall be made on a monthly basis.

c. "Early relief" shall be permitted for each employee governed by this Agreement provided said relief is available and present at the assigned Firehouse no less than one-half ($\frac{1}{2}$) hour prior to the conclusion of the relieved firefighter's scheduled tour of duty. This provision shall not result in overtime to the affected firefighters.

Section 3. Overtime Distribution

a. (1) The Officer in charge of each group shall establish and maintain two (2) overtime lists of the employees assigned to his group-i.e, a full tour and a partial tour list.

Once the lists are established, overtime when necessary will be assigned on a rotating basis. Employees absent will not be charged with a refusal of overtime. The employee at the top of the list is responsible for either performing such overtime or finding a replacement. Once the overtime slot has been satisfied the employee drops to the bottom of the list thereby advancing all

other members one slot.

(2) For an employee commencing his 72 hour leave, if a full tour of overtime is necessary on the next due group and the on-duty group is leaving quarters on 72 hours break, the OIC of the on-duty group informs the employee at the top of the full tour list of the overtime assignment. Should the employee refuse the overtime opportunity, the OIC will continue in order down the full tour list until a replacement is found. In the event all group members refuse overtime, the full tour list remains the same. The employee at the top of the partial-tour list should then be held over until a member from the on-call group can be reached. At the change of shift, the OIC shall telephone the on-call group in order of partial tour list to fill the overtime. If no on-call member can be reached by telephone, the OIC will establish a group page of the on-call group, and overtime will be assigned on a first respond basis.

(3) Should overtime be required for any of the recognized holidays, the employee of the on-duty group at the top of the full tour list shall be informed by the OIC of the assignment. If the employee refuses the assignment, the OIC will continue in order down the full tour list until a replacement is found. In the event all group members refuse overtime, the junior man assigned to the group will perform the assignment. If holiday overtime occurs when the on-duty group is leaving quarters on the seventy-two (72) hour leave, the junior man assigned to the group will satisfy the overtime until a replacement from the on-call group can be found

using telephone and paging procedures.

b. This provision for rotation of overtime does not apply to recall overtime.

c. For purposes of overtime work under this Article, any employee when serving in an acting capacity in a higher rank or classification shall be considered as holding such rank.

d. Firemen responding to recall shall receive a minimum of five (5) hours at time and one-half their hourly rate if the response to recall is within thirty (30) minutes or less from the time of notification by pager or last personal phone notification to the employee. If the response to the recall is in excess of thirty (30) minutes and the fire is still in progress, payment for response to recall shall be at time and one-half, minute for minute. There shall be no time off for uniform change for those firemen whose regular shift immediately follows the recall; however, they shall be excused from wearing uniforms at roll call in these instances only. If the recall exceeds two hours of on-duty time in these instances, they shall be given break time as per past practice. Those firefighters responding to a recall before 7:30 a.m. or 5:30 p.m. whose regular shift follows shall be entitled to a meal time of one (1) hour and thirty (30) minutes. Those firefighters responding to a recall who arrive at headquarters at or after 7:30 a.m. or 5:30 p.m. whose regular shift immediately follows shall not be entitled to a meal time.

The following guidelines will be adhered to in using the telephone in conjunction with the paging system for recall

procedures:

Upon receipt of an order to recall "off-duty personnel" regardless whether it is an "all page", or "group page", headquarters will transmit an initial page followed by two pages thereafter at four minute intervals. At anytime following the initial page, the officer-in-charge at headquarters may, if he deems it necessary, call all members by telephone. The time of the telephone recall and the time members return to quarters shall be entered on the recall sheet in the watch office.

e. Employees shall have the option of receiving overtime in pay at time and one-half rate, or in compensatory time off, to a maximum of forty-five (45) hours of such compensatory time.

f. Longevity payments will commence and shall be computed and paid on the employee's anniversary date of employment. Each member shall receive, as part of his annual base salary for the calendar year, a longevity payment of one and one-half (1½%) percent of his base salary for each completed four (4) years of service up to a maximum of nine (9%) percent which shall be payable after completion of 23 years of service.

Section 4. Penalties

It is recognized by the parties that Firemen have a moral obligation to respond to fires when on standby duty. However, toward achieving more cooperation between the Firemen and the City, the City agrees to a moratorium of the penalties for failure to respond to a fire when on standby.

It is further understood that if the moratorium fails to

achieve its goal that the penalty system will be submitted to expedited arbitration. The moratorium will be reviewed each month by the Chief and the Union Committee to determine its success or failure. Modifications by mutual agreement of the parties will be made to fit the needs of the situation. It is further understood that there will be no discrimination in the exercising of penalties. If the parties fail to agree, the matter of penalties will be submitted to arbitration. All grievances arising out of past penalties are dropped by mutual agreement.

Section 5. Beeper System

The City agrees to continue the paging system in connection with recall. Said system shall have a minimum radius of 15 miles. Pagers which are accidentally damaged, lost or stolen are to be repaired or replaced by the City at its own cost including battery replacement. Whenever pagers are damaged, lost or stolen, the responsible employee shall submit a report to the Chief in order to effectuate replacement or repair. The Chief shall then determine the legitimacy of the claims.

ARTICLE V**SALARIES****Section 1. Schedule of Salaries**

Effective January 1, 1999, base salaries for employees covered by this Agreement effective on the dates and years indicated shall be as follows:

	<u>1/1/99</u>	<u>1/1/00</u>	<u>1/1/01</u>	<u>1/1/02</u>	<u>1/1/03</u>
Firefighter 1	25,582	26,605	27,669	28,776	29,855
Firefighter 2	31,206	32,454	33,752	35,102	36,418
Firefighter 3	39,613	41,198	42,846	44,560	46,231
Firefighter 4	48,018	49,939	51,937	54,014	56,040
Firefighter 5	56,424	58,681	61,028	63,469	65,849
Firefighter 6	64,829	67,422	70,119	72,924	75,659
Mechanic	67,326	70,019	72,820	75,733	78,573

ARTICLE VI

HOLIDAYS

Section 1. Holidays Equivalence Per Year

a. Each employee shall receive the equivalent of thirteen (13) holidays per year, which shall be paid in accordance with Section 2 below. Additional holidays given to all other City employees will be extended to firemen.

b. The equivalent of eight (8) holidays shall be included within the regular periodic pay checks for the purpose of increasing the pensionable base. These eight (8) days (80 hours) shall be in lieu of eight (8) holidays, which shall be deemed eliminated.

c. Holiday pay or its equivalent will be computed on the basis of ten (10) hours per day and shall be based on each employees' annual salary, including longevity.

Section 2. Holiday Payments

a. Group assignees, excluding day personnel, may at their option utilize all or any of the balance of the holidays (5) as personal days in accordance with Article 10, Section 5B in lieu of the cash benefit.

b. Any of the balance of the five holidays which are not utilized in time off will be payable in cash only, such payment to be made on or before December 1st of each year.

c. Steady day personnel shall not have the option to utilize the balance of the holidays as time off but shall receive cash only payment on or before December 1st of each year.

ARTICLE VII

CLOTHING ALLOWANCE

Section 1. Annual Allowance

a. Upon completion of the probationary period and appointment as a regular member of the Fire Department, each such employee shall be entitled to receive an annual clothing allowance of \$300.00 in cash, payable within thirty (30) days of such appointment and annually thereafter on or before March 15th.

b. The clothing allowance is for the maintenance and replacement of uniforms.

Section 2. Replacement

The City shall in addition to the foregoing, arrange to cover the cost of replacing clothing and/or equipment damaged during the course of duty at fires. This shall not include minor repairable damage, damage due to negligence or damage resulting from normal wear. Such damage must be reported immediately to a superior officer at the time of the damage, to be verified by that officer and approved by the Chief.

Section 3. Reimbursement Fund

The City shall deliver to the IAFF the sum of Five Hundred (\$500.00) Dollars to be administered by the IAFF as a fund for the reimbursement of employees whose personal property (exclusive of uniforms) is damaged in the performance of their duty.

Section 4. Annual Uniform Inspection

Clothing found to need replacement and/or repair during the annual uniform inspection shall be purchased and/or repaired within

three (3) months of receipt from the City of the clothing allowance check. Other clothing found in need of replacement and/or repair shall be purchased and/or repaired as needed.

ARTICLE VIII

INSURANCE

Section 1. Comparable Benefits

The City shall maintain comparable benefits and coverage under any and all existing insurance programs which are currently in effect.

Section 2. The City shall provide the existing health insurance benefits, employee and spouse coverage, to all post-January 1, 1991 retirees until they reach age 65.

Section 3. There shall be a cash option provided to retirees whereby the City will pay the cost of husband and wife medical coverage to the retiree in the event the retired employee selects full family coverage, the balance to be paid by the retiree.

Section 4. The retiree shall provide proof of insurance to the City.

Section 5. The payment made by the City to the retiree shall be on a periodic basis (monthly, quarterly, etc.) at the option of the employee.

Section 6. The retiree shall be provided a payment based upon the rate paid by the City for husband/wife coverage as if the retiree were an active employee, which rate shall be certified to the Union by the duly authorized representative of the City.

ARTICLE IX

VACATIONS

Section 1. Schedule

The following schedule of vacation with pay based on calendar pay periods shall be effective upon execution of this contract.

One full year of service but less than 3 full years of service	12 working days per year
Three (3) full years of service but less than eleven (11) full years of service	16 working days per year
Eleven (11) full years of service or more	20 working days per year

Section 2. Seniority in Vacation Determination

Seniority of Firemen shall be the basis for determining preference of vacation weeks.

Section 3. Begin Vacations

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

Section 4. Change in Vacation Schedule

If no employee of a group is on vacation during any week and an employee of such group desires a change from his scheduled vacation period, same may be accomplished by an appropriate request to the Chief, and subject to his approval, provided there is two (2) weeks advance notice, and that the period is not Convention Week.

Section 5. Other Vacation Provisions

A. The vacation allotment in the calendar year of retirement shall not be pro-rated for that calendar year, reflecting that

employees do not get vacation time during the first year of employment. Any employee 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.

B. 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.

C. Between June 1 and Labor Day, employees shall split vacations once so that no member shall take more than twelve working days as vacation except in circumstances noted in Subsection D below. However, no more than one man from each group shall be on vacation at one time. All employees shall have made their first selection before any employee makes his second selection of vacation period. A schedule of consecutive vacations shall be submitted to the Chief prior to February 1 so that necessary changes can be made in that schedule without undue hardship. Except where required above, splitting of vacations shall be optional.

D. In the event a Firefighter is reassigned while on vacation to another group, a Firefighter may utilize personal days in accordance with Article X, Section 5, provided that the Firefighter has called headquarters at least 24 hours, but not more than 48 hours in advance of his last vacation day.

ARTICLE X

LEAVES OF ABSENCE

Section 1. Leave Without Pay

a. Any employee may be granted, on the recommendation of the Fire Chief and the approval of the Manager of the City of Englewood, leave without pay up to a maximum of six months, provided he shall make such request of the Chief or Officer-in-Charge at least two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, in which case only reasonable notice for such request shall be required. Requests for leave without pay shall not be unreasonably denied.

b. Leave of absence beyond a total consecutive maximum period of six (6) months may be granted only by the approval of the Chief and the City Manager, which approval shall not be unreasonably denied. Such leave of absence shall, however, be granted to any fireman who chooses to run for public office.

Section 2. Special Leave

Any employee may, upon request to the Officer-in-Charge, be granted special leave with pay for any days on which he is able to secure another employee to work in his place provided:

a. Such substitution does not impose any additional cost on the City.

b. The Officer-in-Charge of one of the tours in the Firehouse is notified in writing not less than four (4) hours prior to its becoming effective, except in the case of emergency. The request

may be made by telephone. Such leave must not be unreasonably denied.

c. The Officer-in-Charge of the tour on which the substitution is to take place is notified of the substitution as soon as practicable by the officer-in-charge of the firehouse on the same tour.

Section 3. Association Business Leave

a. The Delegate or the alternate Delegate of the Association shall be granted reasonable leave from duty with pay for one State Association meeting per month for the performance of the duties of their respective offices. The Association shall provide the Chief with each year's meeting dates no later than December 15 of the immediately preceding year.

The President or his designee shall also be granted reasonable leave from duty with pay for one State Association meeting per month, provided such leave does not interfere with the efficient operation of the department. Request for such leave must be provided to the Chief, and approval or denial rendered by the Chief, which shall occur at least forty-eight (48) hours prior to the leave requested.

b. All duly appointed and elected Association Delegates shall be granted leave from duty with full pay to attend the Association's Convention in accordance with N.J.S.A. 11:26C-4.

Section 4. Funeral Leave

a. Special leave of absence with pay for four (4) consecutive working days shall be granted to any member of the department in

case of death within his immediate family.

b. The term "immediate family" shall include only father, mother, father-in-law, mother-in-law, grandparents, sister, brother, sister-in-law, brother-in-law, spouse, child, guardians or other persons serving in loco parentis to be substituted for mother or father.

c. Such leave shall not be deducted from an employee's accumulated compensatory time.

Section 5. Personal Leave

Firemen shall have the following personal leave with pay:

a. Three (3) personal days per year not chargeable to sick leave upon approval of the Chief. Upon fifteen (15) full years of service, an employee covered by this Agreement shall be entitled to five (5) personal days per year not chargeable to sick leave upon approval of the Chief. In the 20th year of service, Firefighters shall receive two (2) additional personal days for a total of seven (7) personal days per year. Such leave shall not accumulate from year to year, nor shall an additional day's pay be provided to the employee if unused.

b. No request for an employee's personal days off, referred to in (a) above, shall be denied by the Chief provided request is made at least one tour (10-hour shift or 14-hour shift) of duty in advance.

c. Two (2) personal leave days per year with pay chargeable to sick leave.

d. Requests for personal leave, chargeable to sick leave, referred to in (c) above, shall be granted subject to approval of the Chief, which request will not be unreasonably denied.

e. In addition to the foregoing, if an employee shall actually change his residence and shall officially change his permanent address and register such change with the Office of the Chief, the employee may take as a day off with pay the day upon which he actually moves his residence, subject to the prior approval of the Chief, which approval shall not be unreasonably withheld. In no event shall any employee be entitled to more than one (1) such moving day per year.

Section 6. Sick Leave - Definition

a. Sick leave shall be considered an absence from duty of any permanent employee because of illness, disease, accident or injury.

Section 7. Sick leave Allowance

a. Each permanent employee of the Department shall be granted sick leave with pay in the amount of fifteen (15) days per year.

b. During the first year of employment-which is an employee's probationary period-he shall be granted sick leave of no more than six (6) days, unless otherwise approved by the Chief of the Department.

Section 8. Sick Leave Accumulation

a. All unused sick leave of any employee during continuous employment shall be accumulated to his credit from year to year.

b. Sick leave shall continue to accumulate during the time an employee is on authorized sick leave, military leave or vacation leave.

Section 9. Charges to Sick Leave

a. In order to receive pay while absent on sick leave, the employee or member of his family shall notify the Chief or

Officer-in-Charge at Headquarters thirty (30) minutes before the scheduled tour of duty stating the nature of the sickness.

b. Only days that an employee would have been required to work will be charged against sick leave.

c. Charges to sick leave shall return to the basis in effect prior to the 1973 Agreement.

d. An employee shall be entitled to accumulated sick leave of absence with pay, if and when needed.

e. An employee who shall have used all his accumulated sick leave and requires additional sick leave may from time to time apply to the Manager for consideration of an extension of sick leave. The Manager shall consider such an extension of sick leave on a case-by-case basis and may grant such an extension for a definite period in accordance with the merits of each case. The employee shall submit to an examination by the City physician or such other physician as the Manager shall designate and whenever such physician shall report in writing to the Manager that the employee is fit for duty, such extension of sick leave shall terminate. In no case shall an extension of sick leave exceed the period approved by the Manager.

Section 10. Terminal Leave

Terminal leave shall include all accrued and unused vacation time plus:

a. For those employed at least twenty-five (25) years or retired on a disability pension, or dies while employed by the City of Englewood; one hundred (100%) percent of accrued sick leave or

three (3) months salary, whichever is greater, payable to the employee or his/her estate.

b. For those employed more than fifteen (15) but less than twenty-five (25) years, one hundred (100%) percent of accumulated sick leave.

c. For those employed between two (2) and fifteen (15) years, fifty (50%) percent of accumulated sick leave.

d. No accumulated sick leave shall be paid respecting any employee discharged for cause other than physical disability.

e. Accumulated sick days and unused vacation days shall be computed on the basis of a ten (10) hour workday.

f. Payment of terminal leave benefits to widow or estate upon the death of a fireman as hereinabove set forth.

Section 11. Terminal Leave Payment

a. All current employees employed as of July 1st, 1978 shall be paid on a day-to-day basis at their daily rate as of the time of their retirement for all accumulated sick days, except that no such current employee may be paid for more than 225 days as of retirement, regardless of any additional accumulation.

b. All employees, hired after July 1st, 1978, shall be paid at their daily rate as of the time of their retirement for all accumulated sick days, except that they shall not be paid for more than 150 days regardless of excess accumulation.

c. Accumulated sick days and unused vacation days shall be computed on the basis of a ten (10) hour work day.

Section 12. Work Related Sick Leave

a. In case a member is disabled either through injury or illness arising out of or resulting from his employment as evidenced by the certificate of the City physician or such other physician as the City shall designate, he shall receive sick leave for the full period of his disability. The determination of the Compensation Board shall be binding. Payments made to such a member while on sick leave as compensation insurance shall be deducted from the amount to be paid the member by the City during such time in which he is carried on the City's payroll. Sick leave due to work-related disability will not be charged against an employee's sick leave time.

b. The City will make every effort to retain disabled firefighters. Any employee who is injured or disabled may be assigned to light duty in the Fire Department if such position is available.

ARTICLE XI

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Procedure

STEP 1 - In the event that any difference or dispute should arise between the City and the Union or the employees over the application and interpretation of the terms of this Agreement including matters of safety, an earnest effort shall be made to settle such differences between the aggrieved employee and his immediate superior within the seven (7) working days of the event or within seven (7) working days after the employee should reasonably have known of the event.

STEP 2 - If no satisfactory agreement is reached within seven (7) working days, then the grievance shall be reduced to writing and submitted to the employee's Deputy Chief within seven (7) days.

STEP 3 - If no satisfactory agreement is reached within seven (7) working days, then a conference will be arranged with the Chief of the Department or, in the absence thereof, the Director of Public Safety, no later than seven (7) days thereafter.

STEP 4 - Should no acceptable agreement be reached within an additional seven (7) working days, then the matter shall be submitted to the City Manager who shall have ten (10) days to submit his decision. The aggrieved employee has a right to representation by an official of the Union in Steps 2, 3 and 4 above.

STEP 5 - ARBITRATION

Within two (2) calendar weeks of the transmittal of the

written decision of the City Manager, if the grievance is not settled to the satisfaction of both parties, either party to the agreement may request that the grievance be submitted to arbitration as hereinafter set forth.

The parties agree to the procedures of the Public Employment Relations Commission to select an impartial arbitrator who shall have full power to hear and determine the dispute between the parties. The arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and conditions of the agreement and shall decide the dispute within thirty (30) days after the hearing has been closed. The expense of the arbitration shall be borne equally by both parties.

Section 2. General Provisions

a. Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself providing notification of all meetings, steps and grievance answers are given to the Union by the employee and the Union is given the opportunity to be present at all steps of the grievance procedure.

b. The steps provided for herein may be waived by mutual agreement of the parties.

c. If the City fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided, such grievance may be processed to the next step.

ARTICLE XII

SENIORITY

Section 1. Definition

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 for illness or injury. Seniority shall be used for the purposes of selecting vacations.

ARTICLE XIII

BULLETIN BOARD

Section 1. Granting Permission

The Chief or the City Manager shall permit the Union use of the bulletin board for the posting of notices concerning Union business and activities.

Section 2. All Orders (Special & General) of the Fire Department shall be provided to the IAFF designated representative upon promulgation and posted for sixty (60) days thereafter on the Firehouse Bulletin Board.

ARTICLE XIV

MISCELLANEOUS

Section 1. Assignments of Duty

Employees covered by this Agreement may only be assigned to perform any duty which is related to firefighting, fire alarm, fire prevention, rescue, salvage, overhaul work, care and maintenance of firefighting equipment. 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 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, except on a voluntary basis.

Section 2. Mutual Aid

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.

Section 3. No Discrimination

The City agrees that there shall be no discrimination or favoritism for reasons of age, sex, nationality, race, religion, marital status, union activity or political affiliation, subject to any affirmative action program to be instituted by the City.

Section 4. Workman's Compensation

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

Section 5. Auto Liability Insurance

The City shall provide and 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 coverage subject to any contingencies, exclusions or deductibles recognized by law.

Section 6. Academic Education Incentive

The City will pay additional compensation to each member who earns or has earned credits toward a recognized undergraduate degree in Fire Science or the equivalency thereof which shall be determined by the City Manager. Payment shall be made each year on the basis of all credit hours accumulated and completed by September 15th of the prior calendar year, in accordance with the schedule set forth below:

To qualify, each credit hour must have been completed in or accepted by a recognized institution of higher learning offering a program leading to a degree in Fire Science or the equivalency thereof (which equivalency shall be determined by the City Manager). Degree, as used herein shall mean associate degree, bachelors degree, or masters degree.

In order to qualify for said payment a member must present to the City proper certification from the institution attended establishing the number of credit hours completed, together with other relevant information reasonably demanded by the City.

It is understood that each member who attends a recognized institution as aforesaid shall do so during his off-duty time and at no expense to the City.

All members of the Fire Department employed as of July 1st, 1978 shall receive educational incentive pay as follows:

a. Such members shall continue to receive educational incentive pay which they were receiving as of July 1st, 1978, and shall receive additional educational incentive pay, as set forth below for such courses which were completed by September 15, 1978.

b. The maximum number of credits for which a member shall receive compensation toward an undergraduate degree shall not exceed 132. The maximum number of additional credits for which a member shall receive compensation toward a masters degree shall not exceed the minimum number of credits required by the recognized institution of higher learning which he is attending for a Masters degree in Fire Science or the equivalency thereof (which equivalency shall be determined by the City Manager.)

c. Said additional compensation shall be paid with and as part of the Member's regular salary payments. This compensation will be considered an addition to base salary and will be treated as part of base salary for all benefit purposes other than longevity payments, as has been the practice.

d. Pursuant to this Agreement, the City will pay each member each year the following sums for the following grades, per credit:

A-----	\$22.00
B-----	\$18.00
C-----	\$17.00
D-----	\$12.00

Am

F (or incomplete)-- -0-
Pass or except in Physical Ed --\$18.00
Pass or satisfactory in Physical Ed -- \$17.00
Fail or Unsatisfactory -0-

e. Additional educational incentive pay (beyond that described in "a" above) shall be accumulated at the rate of \$15.00 per credit, to a total maximum (including all credits earned prior to and subsequent to July 1st, 1978) of 125 credits.

All employees hired after July 1st, 1978; shall only be entitled to educational incentive pay in accordance with the following schedule and only upon reaching the top step of a Firemen's pay grade:

AA-----	\$ 500.00
BA-----	\$ 750.00
MA-----	\$1,000.00

Payment for the said degrees shall not be cumulative and an individual shall be paid only for the one highest degree above.

Section 7. Inspectional Duties

In addition to the duties heretofore required to be performed by the employees covered by this agreement, the inspection duties of the firemen will be based on the Fire Prevention Code and fire related aspects of the other codes. In addition, firemen will report other violations they observe to the Chief Inspector.

Section 8. Pay Period

a. It is further agreed that all the annual salary of an employee is to be paid within the calendar year in which it is earned.

b. The first paycheck of each year shall be paid no later than January 14 of each year and shall include all pay due and

CM

owing from January 1 of that year.

Section 9. Chief

Except as otherwise specified herein, all references to "Chief" shall, in the absence of the "Chief", be deemed to mean "Deputy Chief."

Section 10. Prior Practices and Conditions

Except as otherwise provided in this contract all previous practices and conditions of employment which inure to the benefit of any member and which are not herein enumerated or modified shall continue in full force and effect.

ARTICLE XV

UNION PRIVILEGES

Section 1. Visits to Firehouse

The Union Officers shall have the right to visit firehouses at all reasonable hours for Union business. Such visits will not interfere with the daily routine of the Fire Department.

Section 2. Payroll Deductions

Upon submission to the City of a proper authorization card from the employee, the City shall deduct from the Union member's pay as each paycheck is delivered all dues imposed by the Union, in accordance with its rules and regulations, and submit such dues to the Union.

In addition, the Union shall be allowed to collect eighty-five (85%) percent of their normal monthly dues from all firemen who are eligible for membership in IAFF No. 3260 but have declined membership. This clause shall be consistent with New Jersey Statute and shall remain in effect as long as statute is law.

This Agreement shall be effective as of January 1, 1995 and shall remain in full force and effect until December 31, 1998 and thereafter unless terminated or modified.

Section 3. Personnel file

A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of the Fire Department and may be used for evaluation purposes by the Fire Chief and/or the City Manager.

Upon advance notice and at reasonable times, any member of the Fire Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Fire or his designated representative.

Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complaint shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom nor shall anything be placed therein not previously provided to the employee. Removal of any material from a personnel file by any member of the force shall subject the member to appropriate disciplinary action.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF ENGLEWOOD

IAFF NO. 3260

By: *[Signature]*

By: *Christopher Murphy*

Attest: *[Signature]*

Attest: *[Signature]*

Dated: *5/5/99* ✓

Dated: *4-20-99*

[Signature]
cm

SIDEBAR AGREEMENTS

1. The City of Englewood and the IAFF Local #3260 hereby agree to engage in mutual efforts to improve services in the Fire Department.
2. All Delegates and life members of the New Jersey State Relief Association shall be granted leave to attend the Association convention. Delegates and life members shall also be excused from any scheduled complete shift that occurs 24 hours before and after the convention for travel. Travel time shall include Thursday 8:00 a.m. through Monday 8:00 a.m.
3. An employee shall be excused from duty, chargeable to the employee's sick time, for indefinite amount of time, limited to only the amount of sick time accrued by the employee, due to illness, injury or other incapacity of any immediate family member as defined in Article X(4)(b), without having to provide a note from a physician.
4. The parties agree that if the City institutes the First Responder Program, the vehicles shall be staffed exclusively by members of the Englewood Fire Department. Before such program is instituted, the parties agree to reopen the contract solely for the purpose of negotiating wages, hours and other terms and conditions of employment relating solely to this program. This section shall expire on December 31, 2003.

CITY OF ENGLEWOOD

IAFF LOCAL #3260

By: 

By: 

Dated: 5-5-99

Dated: 5-5-99