

AGREEMENT BETWEEN

CITY OF ELIZABETH, NEW JERSEY

AND

**ELIZABETH FIRE SUPERIOR OFFICERS ASSOCIATION
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 2040, AFL-CIO**

JULY 1, 2003 -- JUNE 30, 2005

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AGREEMENT entered into this 26th day of May, 2004 by and between the CITY OF ELIZABETH, NEW JERSEY, hereinafter referred to as the "CITY" and the ELIZABETH FIRE OFFICERS ASSOCIATION, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2040, AFL-CIO, hereinafter referred to as the "FIRE OFFICERS", the "ASSOCIATION", or the "UNION".

ARTICLE I

RECOGNITION

1. The City hereby recognizes the Elizabeth Fire Superior Officers Association, Local 2040, I.A.F.F., AFL-CIO as the exclusive and sole representative for collective negotiations concerning salaries, hours and conditions of employment for full-time, uniformed Fire Department employees of the ranks of Battalion Chief, Captain, and Fire Official as determined by the Public Employment Relations Commission.

2. Unless otherwise indicated, the terms, "Fire Officer", "Fire officers", "employee", or "employees", when used in this Agreement shall refer to all persons represented in the above defined unit.

ARTICLE II

ASSOCIATION SECURITY

1. Employees covered by this Agreement at the time it is executed and who are members of the Association at that time shall be members for the duration of this Agreement. However, the City will honor revocation of dues authorization from any employee in accordance with the procedure set forth in section 4, below.

2. Employees not members of the Association and who desire membership shall confirm their desire to join for the duration of this Agreement by initiation, their Association application form and dues deduction authorization forms.

3. Upon receipt of written authorization, the City shall deduct Association dues weekly, on a pro-rata basis, and shall remit the monies collected to the Association weekly. The Association agrees to indemnify and hold harmless the City from any causes of action, claims, loss or damages incurred as a result of this clause.

4. An employee may file a notice of dues authorization revocation at any time. However, the effective date of termination of the dues deductions will be the July 1 next following the date the employee filed the notice of revocation, in accordance with N.J.S.A. 52:15-15.9e. Said notice of revocation shall be filed with the Association and the City Comptroller.

ARTICLE IIA

REPRESENTATION FEE

1. Upon the request of the Association the employer shall deduct a representation fee from the wages of each employee who is not a member of the Association.

2. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the Association.

3. The amount of said representation fee shall be certified to the employer by the Association which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Association to its own members.

4. The Association agrees to indemnify and hold the employer harmless against any liability, cause of action, or claims of loss whatsoever arising as a result of said deductions.

5. The employer shall remit the amounts deducted to the Union monthly, on or before the 15th of the month following the month in which such deductions were made.

6. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.4 (2)(C) and (3) (L.1979,c.477), and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system, or if membership is not so available, the employer shall immediately cease making said deductions.

ARTICLE III

GRIEVANCE PROCEDURE

1. A grievance is defined as a violation, misinterpretation or inequitable application of the provisions of this Agreement, policies or regulations of the Elizabeth Fire Department, or guidelines which affect the terms or conditions of employment of those covered by this Agreement.

- STEP 1: The aggrieved employee shall commit to writing his/her dispute within seven (7) calendar days of the dispute itself or the employee's knowledge thereof. The grievance shall be forwarded to the employee's immediate superior and to the Association's Grievance Committee.
- STEP 2: The Association's Grievance Committee shall evaluate the merits of the grievance and if so warranted, arrange a meeting with the employee's immediate superior to attempt to settle the grievance within five (5) calendar days of the receipt of said grievance.
- STEP 3: If no settlement is reached in Step 2 the grievance shall be submitted to the Chief of the Department within ten (10) calendar days. The Chief of the Department shall meet with the aggrieved employee and Association representative to discuss and render a decision on the grievance, in writing, to the aggrieved employee and the Association within ten (10) calendar days of said meeting.
- STEP 4: If the Association elects to appeal the decision of the Chief of the Department, the grievance shall be submitted to the Fire Director within ten (10) days of the receipt of the written decision of the Chief of the Department, or the Chief's failure to issue a decision. The Fire Director shall meet with the aggrieved employee and Association representative and render a decision in writing to the aggrieved employee and the Association within ten (10) calendar days of said meeting.
- STEP 5: Either the City or the Association may appeal the Fire Director's decision and seek arbitration. The party seeking arbitration must notify the other party in writing of his intent to seek arbitration within five (5) calendar days of the Fire Director's decision. The party must also send a request for arbitration to the Public Employment Relations Commission within seven (7) calendar days of receipt of the Fire Director's decision. Only the Employer and the Union, and not the individual grievant, shall have the right to request arbitration.

2. An arbitrator shall be selected and a hearing scheduled as soon as possible. The arbitrator shall hear the case and render a written decision to both parties within thirty (30) calendar days of the hearing. The Arbitrator's decision will be final and binding on both parties. The cost of arbitration shall be borne equally by both parties.

3. An employee must initiate the grievance at Step 1. The Association may initiate the grievance at Step 3. If the Association chooses to initiate a grievance at Step 3, the Association must initiate the grievance within fifteen (15) calendar days of the date upon which the dispute arose.

ARTICLE IV

WORK WEEK

1. It is agreed and understood that employees who are performing fire fighting duties shall work a schedule based upon an eight (8) day regularly recurring work period consisting of one twenty-four (24) hour tour of duty, followed by seventy-two (72) hours off, followed by one (1) twenty-four (24) hour tour of duty, followed by seventy-two (72) hours off. It is also understood and agreed that this schedule constitutes a regular, recurring work period of eight (8) days' duration within the meaning of Section 7(k) of the federal Fair Labor Standards Act. Finally, it is understood and agreed that the forty-eight (48) total hours worked by such employees during this eight (8) day work period corresponds, on a pro-rated basis, to forty-two (42) hours of work over a seven- (7) day work period.

2. It is agreed and understood that all employees not performing fire fighting duties shall work a 4-3 work schedule based upon the seven (7) day calendar week and shall consist of a recurring pattern of four (4) ten (10) hour day tours on duty and three (3) days off. The ten (10) hour day tour shall commence at 0700 hours and shall terminate at 1700 hours. This schedule constitutes a regular, recurring work period of seven (7) days' duration within the meaning of Section (7)(k) of the federal Fair Labor Standards Act. The City shall determine each employees specific days on and off duty.

3. After five (5) hours of continuous work at the site of a fire, or emergency recall or holdover in excess of five (5) hours, a one (1) hour lunch period will be provided.

4. Mutual holdover up to two (2) hours between department members is permissible at the start of the tour of duty between 0800-1000 hours.

5. Employees may be assigned to the Training Division in the discretion of the Fire Director and/or Fire Chief. Employees assigned to the Training Division shall be placed on the 4-3 work schedule described in Section 2 of this Article or in the City's discretion the 5-2 eight hour's per day, five (5) days a week, Monday through Friday work schedule for a total of 40 hours per week for the duration of their assignment to the Training Division. Employees will be compensated for holidays that occur during their assignment to the Training Division in accordance with Article VI, "Holidays," Section 4, of this Agreement.

6. Employees regularly assigned to fire fighting duties who are temporarily assigned to the Training Division and are placed on the 4-3 or 5-2 work schedule will not be permitted to utilize vacations during their temporary assignment to the Training Division. Employees will be compensated for holidays that occur during their assignment to the Training Division in accordance with Section Five of the attached Article VI, "Holidays," if they are working the 4-3 work schedule, or in accordance with Section 4 of the Holiday article of the

1994-1996 FMBA/FSOA collective negotiations agreements if they are working the 5-2 work schedule.

ARTICLE V

EXTRA TIME

1. Whenever an employee works in excess of his/her regularly assigned work week or work schedule in non-emergency detail, as provided for in Article IV, in addition to any other benefits to which he/she may be entitled, he/she shall received extra time in money for such work at one and one-half (1-1/2) times the base hourly rate which he/she received for his/her regularly assigned duty in accordance with the City Ordinances. Payment for such assignment(s) shall be made on a monthly basis.

2(a). The Chief Officer in charge shall establish a roster of the employees on a seniority basis. Whenever extra time work in money is required, it shall be rotated among employees on the roster to be maintained by the labor union/dispatchers. If an employee refuses an assignment to work extra time, he/she shall be considered as having worked such extra time assignment for the purpose of maintaining a proper order of rotation for future assignments.

2(b). Any employee on recall shall receive compensatory time off at the rate of one and one-half (1-1/2) hours for every hour worked with a minimum of four (4) hours compensatory time off for every such detail. Any time in excess of the first four (4) hours of recall shall be paid in overtime money. The highest ranking Chief Officer on duty shall determine the number and rank of Department members needed to maintain a level of manpower to keep all fire companies in service for the remainder of the shift.

2(c). Any employee held over on his/her job for an emergency detail shall receive a minimum of one (1) hour of compensatory time off. If such employee is held over, he/she shall receive one and one-half (1-1/2) hours of compensatory time off for each hour (or part thereof) worked.

3. Payment for extra time assignments shall be made on a monthly basis.

4. All employees working a 4-3 work schedule shall receive overtime for non-emergency detail at one and one-half (1-1/2) times their regular hourly base rate for all hours over ten (10) hours per day or for all hours after forty (40) hours per week, provided there shall be no pyramiding of overtime.

5. Overtime for employees working the 24-72 work schedule shall be assigned in ten (10) hour and fourteen (14) hour increments. The ten (10) hour assignments shall be at the start of each shift commencing at 0800 hours. The fourteen (14) hour assignments of overtime shall be assigned for the last part of the shift commencing at 1800 hours.

The assignment of overtime shall be as follows:

- a) The first shift that will be called for overtime assignments will be the shift that is on their second scheduled day off (middle day of the 72).
 - b) The second shift that will be called for overtime assignments will be the shift that is on the first day off (first day of the 72). This shift shall be assigned to work overtime during the second half (14 hour) of the shift needing overtime.
 - c) The third shift that will be called for overtime assignments will be the shift that is on their third scheduled day off (the third day of the 72). The shift shall be assigned to work overtime during the first half (10 hour) of the shift needing overtime.
 - d) The City reserves the right to assign employees to specific overtime assignments, regardless of seniority or shift assignment, when specific skills, qualifications, experience or abilities are required, or when necessary for training purposes.
6. Notwithstanding anything to the contrary contained herein, no employee shall be required to work more than twenty-four (24) hours straight.

ARTICLE VI

HOLIDAYS

1. Employees performing fire fighting duties and working the 24-72 work schedule shall be entitled to holiday compensation in the form of compensatory time off for a total of one hundred and sixty-eight (168) hours in a calendar year. Employees taking time off under this Section shall be charged on a hour-for-hour basis; that is, one hour will be deducted from their annual total of 168 hours for every hour of work time taken off.

2. Holiday time off under section 1, above, may be taken in six (6), ten (10) or fourteen (14) hour increments. The six (6) hour holiday increments shall be scheduled from 0800-1400 and 1800-2400 only. The scheduling of six (6) hour holiday increments may only be scheduled on six (6) occasions during a calendar year. The scheduling of ten (10) hour holiday increments shall be scheduled 0800-1800 only. The scheduling of fourteen (14) hour holiday increments shall be scheduled 1800-0800 only.

3. Department members leaving quarters after 2200 hours on holiday time will not be permitted to return to duty for the remainder of the shift. Department members who are off duty on approved holiday time shall return to quarters no later than 2400 hours.

4. An employee who wishes to utilize holiday time off shall submit his request to the Duty Chief of his assigned shift, who shall grant or deny the request based upon the Department's manpower needs.

5. Employees working a 4-3 work schedule shall receive wages based upon eight (8) hours straight time hourly rate of pay for each of the following holidays, even though not required to work:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving
Friday after Thanksgiving

Christmas

6. All holiday time off under Section 1, above, for a given calendar year must be used by April 1st of the year following the year in which the holiday time was earned or it shall be forfeited. Cases of special need will be referred to the Director.

7. Employees earning holiday time off under Section 1, above, may cash in up to seventy-two (72) hours of holiday time, subject to the City's budgetary constraints, to be paid the first pay period in June. Day workers covered by this Agreement may cash in up to seventy-two (72) hours of vacation time, subject to the City's budgetary constraints to be paid the first pay period in June. The hours cashed out shall be deducted from the employee's holiday time allotment, or in the case of day workers their vacation allotment. An employee seeking to cash out holiday time or vacation time under this Section must submit a written request to the Director or his designee no later than June 1 of the year preceding the year in which cashing out is sought.

8. If the President, Governor or Mayor grants an extra holiday to Federal, State or Municipal employees, employees covered by this contract shall be credited with an additional holiday as follows: Employees assigned to fire fighting duties shall receive an additional twelve (12) hours of compensatory time off, and employees working a 4-3 work schedule shall receive the additional holiday as a day off with ten (10) hours of pay at straight time hourly rates.

9. Employees will be permitted to cancel previously approved holiday time only with a minimum of fourteen (14) days advance notice, and only when the roll call is below forty-eight (48) men on duty. This cancellation will be granted by the Duty Chief any time the roll call is below forty-eight (48) men on duty.

10. Effective July 1, 1998, employees will receive one (1) additional twelve (12) hour holiday to be included in base salary by incorporating the value of the holiday into the employees' bi-weekly pay. Effective July 1, 2001, the value of the one (1) additional holiday will be increased to twenty-four (24) hours to be included in base salary as set forth above.

ARTICLE VII

LONGEVITY

1. All permanent employees of the Fire Department covered by this Agreement shall be entitled to longevity pay in accordance with the schedule contained in this Article. Longevity pay shall be applied on the basis of the employee's anniversary date of employment as follows: If the employee's anniversary falls between January 1 and June 30, he/she shall be entitled to adjusted longevity pay retroactive to January 1; if the employee's anniversary date falls between July 1 and December 31, he/she shall be entitled to adjusted longevity pay retroactive to July 1.

2. The longevity pay scale shall be:

5th year of employment to completion of 9th year	2%
10th year of employment to completion of 14th year	4%
15th year of employment to completion of 19th year.	6%
20th year of employment to completion of 24th year	8%
25 th year of employment and over	12%

ARTICLE VIII

INSURANCE

1. All employees covered by this Agreement and eligible members of their families shall be entitled to full coverage of Blue Cross and Blue Shield hospitalization plans, including Rider "J" of the New Jersey Blue Cross and Major Medical Insurance, the premiums of which shall be paid by the City.

2. The City acknowledges that the rules and regulations of the State Health Benefits Commission established that Chapter 88, P.L. 1974 does:

a. apply to all eligible present and future pensioners of the employer and their dependents;

b. continue as long as the State is paying their cost of its eligible pensioners and their dependents in accordance with the provisions of Chapter 75, Public Laws of 1972;

c. provide for local employer reimbursement of Federal Medicare premiums for eligible pensioners and/or their spouses as well as the payment of health insurance premiums required by their program, on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75, Public Laws of 1972;

d. require the local employer to pay the full cost of such premiums and Medicare charges.

3. The City hereby agrees to pay the premium or periodic charges for the benefits provided to all eligible retired employees and their dependents covered under the program, but not including survivors, if such employees retired from a State of locally administered retirement system effective after the date the employer adopted the State Health Benefits Program on a benefit based on twenty-five (25) years of more of service credited in such retirement system, excepting the employees who elected deferred retirement, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system, and also to reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefits Commission.

4. All other insurance benefits presently in effect shall be maintained throughout the period of the contract.

5. All employees covered by this Agreement and eligible members of their families will be covered by a prescription Drug Plan. The premiums will be paid by the City.

Effective January 1, 2004, employees' prescription co-pay will increase to \$5.00.

6. All employees covered by this Agreement and eligible members of their families will be covered by a Dental Plan. The premiums will be paid by the City.

ARTICLE IX

VACATIONS

1. Captains assigned to the 24-72 work schedule shall receive vacations in accordance with the following schedule, and shall be assigned vacation in accordance with paragraphs 6 and 10, below:

	<u>Captains</u>	<u>Summer</u>	<u>Residual</u>	<u>Abeyance</u>
Years of Service	1-14 yrs.	4 days	2 days	2 days
	15 yrs. +	4 days	3 days	2 days

Captains assigned to the 4-3 work schedule shall receive the following ten-hour vacation tours per year:

1-14 yrs:	19 days
15 yrs. +:	21 days

2. Battalion Chiefs assigned to the 24-72 work schedule shall receive ten (10) twenty-four hour vacation tours per year. Battalion Chiefs assigned to the 4-3 work schedule shall receive twenty-four (24) ten-hour vacation tours per year.

3. In computing vacation eligibility, the employee must complete his/her 1st and 14th year of continuous service as of December 31st.

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

5. Vacation time must be used in the vacation year in which it is earned or it shall be forfeited. Should circumstances warrant, this provision may be waived by the Business Administrator and the Director upon mutual agreement with the Association. However, one (1) year's accumulation may be carried into the next succeeding year with the approval of the Fire Director. This carry over of vacation time into the following year may be approved for cases of extraordinary need (i.e. Birth of a child, retirement)

6. By November 15 preceding the vacation year, Deputy Chiefs of each tour will announce the dates of the six (6) summer vacation periods.

7. Company Captains shall submit a Form #5 with the vacation requests for his assigned company no later than December 1 of the year prior to the vacation year. Submission of the four (4) summer vacation days and a portion of the residual vacation for employees on the 24-72 work schedule shall be included in this request. The following schedule shall be

adhered to for the scheduling of these vacation requests for 24-72 work schedule employees. By December 31 of the same year, the Deputy Chief of each tour shall post a list of the vacations of his/her tour.

<u>Firefighters</u> <u>Years of Service</u>	<u>Summer</u>	<u>Residual</u>	<u>Abeyance</u>
1-4 years	4 days	1 day	None
5-14 years	4 days	2 days	1 day
15 and over	4 days	2 days	2 days

The summer vacation period shall begin on June 15 ending with the completion of the sixth (6th) vacation period. The summer and residual vacations shall be submitted and scheduled by December 31 of the preceding year. The vacation days that will be allowed to be held in abeyance shall be submitted by June 15 of the year in which it will be used. By June 30 of the same year, the Deputy Chief shall post a list of the residual (abeyance) vacations to be used after the summer vacation period. Residual (abeyance) vacation days may be scheduled during the summer vacation period provided the vacation slots are not filled.

Any Department Member with vacation days from the previous year shall schedule this vacation after all vacation requests for the upcoming year are scheduled. This vacation time shall be scheduled on a seniority basis.

Cancellation of approved vacation time shall not be permitted. Extraordinary cases shall be referred to the Fire Director and/or the Chief of the Department

8. All vacation selections will be approved based on seniority.

9. In order not to jeopardize the efficiency of the department, the vacation schedule for employees on the 24-72 work schedule shall be as follows: the early section shall be used before June 15, the Summer section shall be used between June 15 and September 15, and the late section shall be used after September 15 to December 31.

10. When the efficiency of the Department is not jeopardized, every effort shall be made to give at least four (4) consecutive working days vacation during the ten (10) prime summer weeks commencing from June 15 to the conclusion of the summer vacation periods, it being the intent of the parties to approximate as closely as possible in this provision the summer recess of the children in the Elizabeth School System

ARTICLE X

LEAVE WITHOUT PAY

1. Any covered employee desiring leave without pay for personal reasons, up to a maximum period of ninety (90) calendar days, shall make a request in writing to the Director not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reason for the leave and the time requested. Leaves shall not be denied without just cause.

2. In granting leaves or extensions of leaves, approval will not be unreasonably withheld. Extensions of such leaves may be granted providing that a least two (2) weeks prior to the date on which the initial and subsequent leave would terminate, the employee requests said extension of the Director.

3. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge.

4. Leaves shall be granted or denied in writing.

5. At the request of the Director, a returning employee may be required to undergo a physical examination by the Department physician prior to reinstatement.

ARTICLE XI

FUNERAL LEAVE

1. An employee covered by this Agreement shall be excused from work because of death in his/her immediate family as defined below and shall be paid his/her regular rate of pay for the scheduled working hours missed during the first ninety-six (96) hours following the death.

2. Immediate family is defined to mean parents, children, spouse, brother or sister, father-in-law, mother-in-law as well as grandfather or grandmother, sister-in-law and brother-in-law and grandchildren of employee or spouse.

3. One (1) ten (10) hour period from 0800-1800 shall be allowed in the event of the death of an aunt or uncle.

4. Special and other cases will be referred to the Director and acted on as heretofore.

5. Use of funeral leave for other than bereavement purposes shall be considered abuse of funeral leave, and shall subject the employee to possible disciplinary action. The City reserves the right to obtain verification of proper use of funeral leave from the employee.

6. In case a death in an employee's immediate family occurs while the employee is on pre-approved paid time off, such time off shall be reclassified as funeral leave to the extent provided for in this Article.

ARTICLE XII

SENIORITY

Seniority is defined to mean the accumulated length of continuous 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 bona fide illness or injury certified by a physician, not to exceed of one (1) year. Seniority shall be lost and employment terminated if any of the following occur:

- a. discharge
- b. resignation
- c. failure to return promptly upon expiration of authorized leave
- d. absence for five (5) consecutive tours of duty without leave or notice
- e. absence for illness or injury for more than one (1) continuous year.

For the purpose of job bidding, seniority of time in grade shall be used.

ARTICLE XIII

ACTING OFFICERS

1. Any fire officer assigned to the next ranking position on an acting basis shall be paid for such work at the next ranking position base rate of pay after the fire officer has worked in the next ranking position for at least fifteen (15) minutes following the start of his assigned shift, but longevity shall continue to be based on his fire officer's pay.

ARTICLE XIV

BAN ON STRIKES

1. It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operations.

2. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be and that the Association, its officers and members will not engage in, encourage, sanction, or suggest, strikes, slowdowns, mass resignations, mass absenteeism or other similar actions which would involve suspension of or interference with normal work performance.

3. The City shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown, or other such interference.

4. The Association shall not be held liable for unauthorized acts of unit employees.

5. The City agrees that during the period of this Agreement there shall be no lockout of employees.

ARTICLE XV

FLEXIBILITY OF ASSIGNMENT

1. Employees, regardless of regular assignment, may be reassigned within their profession as Fire Officers.
2. An exception to specific duties can be made where employees are on the medical "limited duty" list and cannot perform said duties.
3. Assignments will be made by the Fire Director and/or his/her designee.

ARTICLE XVI

RULES AND REGULATIONS

1. The Director may establish and enforce binding rules and regulations in connection with the 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 shall be furnished to the Association and an opportunity for discussion of the rule or regulation becomes effective.

2. It is understood that employees shall comply with all rules and regulations of the department, and orders or directives issued by the Director or his/her designee, from time to time. Employees shall promptly and efficiently execute the instructions and orders of superior officers. If an employee or employees believe a rule, regulation, instruction or order of a superior officer is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with 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 as set forth in Article III of this contract.

3. In the event that an employee or employees shall refuse to comply with a rule or regulation or shall refuse to execute promptly and efficiently an instruction or order of a superior officer, appropriate action shall be within the province of the superior officer within the framework of department rules and regulations subject only to the right of the employees to file a grievance.

ARTICLE XVII

INJURY LEAVE

1. Whenever an employee shall be injured, so as to be physically unfit for duty during the period of such disability, except in connection with off-duty employment, the City may grant a leave of absence with pay up to a maximum period of one (1) year commencing from the date of such injury.

2. Any payments from temporary disability insurance or Worker's Compensation Insurance received by the employee shall be credited toward the pay referred to above.

3. The above is not intended to deprive employees of any cash award they may be granted from a Worker's Compensation Court empowered to grant such awards as a result of a judgment of permanent disability.

4. The employer may require that the injury be evidenced by a certificate of a physician designated by the department to examine the employee.

ARTICLE XVIII

SICK LEAVE

1. Employees shall be entitled to up to one year's paid leave for non-occupational injuries and illnesses, in accordance with the prior practice of the parties. The City reserves the right to obtain acceptable sick leave verification from employees on sick leave.

2. In the event of an emergency, upon notification to the Chief in Charge, an employee may receive two (2) tours off for such emergency during any working period.

3. If the City or its representatives require a Captain or Battalion Chief to produce a doctor's note to verify an illness (which illness is for one or two days), then the City will be responsible to reimburse the affected employee for the cost of the doctor.

ARTICLE XIX

WAGES

All employees covered by this Agreement shall be paid in accordance with the following schedule:

Effective January 1, 2003

	3.75% Increase	W/24 hr. pay	W/\$700 Cloth. Allowance	W/Rank Diff. Modification
<u>BATTALION FIRE CHIEF</u>				
1 st year of employment	\$87,525	\$88,483	\$89,183	\$89,448
2 nd year of employment & over	\$93,225	\$94,246	\$94,946	\$95,277
<u>FIRE CAPTAIN</u>				
1 st year of employment	\$74,003	\$74,813	\$75,513	\$75,616
2 nd year of employment	\$77,232	\$78,078	\$78,778	\$78,918
3 rd year of employment & over	\$80,788	\$81,673	\$82,373	\$82,550
<u>FIRE CAPTAIN, Senior (stipend of \$1,321)</u>	\$82,081	\$82,966	\$83,666	\$83,871
<u>FIRE OFFICIAL, UFD</u>				
1 st year of employment	\$74,003	\$74,813	\$75,513	\$75,616
2 nd year of employment	\$77,232	\$78,078	\$78,778	\$78,918
3 rd year of employment & over	\$80,788	\$81,673	\$82,373	\$82,550

Effective July 1, 2003 - 2.0 % increase

<u>BATTALION FIRE CHIEF</u>	
1 st year of employment	\$91,237
2 nd year of employment & over	\$97,183
<u>FIRE CAPTAIN</u>	
1 st year of employment	\$77,128
2 nd year of employment	\$80,496
3 rd year of employment & over	\$84,201
<u>FIRE CAPTAIN, Senior (stipend of \$1,374)</u>	\$85,548
<u>FIRE OFFICIAL, UFD</u>	
1 st year of employment	\$77,128
2 nd year of employment	\$80,496
3 rd year of employment & over	\$84,201

Effective January 1, 2004 - 2 % increase

BATTALION FIRE CHIEF	
1 st year of employment	\$93,062
2 nd year of employment & over	\$99,127
FIRE CAPTAIN	
1 st year of employment	\$78,671
2 nd year of employment	\$82,106
3 rd year of employment & over	\$85,885
FIRE CAPTAIN, Senior (stipend of \$1,374)	\$87,259
FIRE OFFICIAL, UFD	
1 st year of employment	\$78,671
2 nd year of employment	\$82,106
3 rd year of employment & over	\$85,885

Effective July 1, 2004 - 4% increase

BATTALION FIRE CHIEF	
1 st year of employment	\$96,785
2 nd year of employment & over	\$103,092
FIRE CAPTAIN	
1 st year of employment	\$81,818
2 nd year of employment	\$85,390
3 rd year of employment & over	\$89,320
FIRE CAPTAIN, Senior (stipend of \$1,430)	\$90,750
FIRE OFFICIAL, UFD	
1 st year of employment	\$81,818
2 nd year of employment	\$85,390
3 rd year of employment & over	\$89,320

ARTICLE XX

INSURANCE COVERAGE AND LEGAL REPRESENTATION

1. The City and the Association agree to be bound by the mandatory provisions of N.J.S.A. 40A:14-28 which reads as follows:

"Whenever a member or officer of a municipal fire department or force is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the governing body of the municipality shall provide said member or officer with counsel and costs incidental to such representation for the defense of such action or proceeding, other than for his defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense. The provisions of the sections shall apply to members and officers of all municipal fire departments or forces whether said defendants or forces be paid, part-paid, or volunteer."

2. CIVIL ACTION

a. The City agrees to continue to maintain in full force and effect all insurance coverage now provided by the employer for the benefit of and covering employees of the employer and specifically employees who are members of the bargaining unit covered by this Agreement.

b. The City agrees to furnish all necessary legal advice and representation in the defense of civil charges and allegations brought in any legal action against a member of the bargaining unit arising out of or incidental to the performance of his/her duty; the City agrees to pay for said judgment or arrange for the payment of said judgment.

c. The City reserves the right to determine in what manner legal advice, counsel, representation and defense shall be afforded members of the bargaining unit, including, but not limited to, the providing of necessary liability insurance, and any other form of insurance protection which the City may deem necessary and adequate in its discretion.

d. It is specifically understood between the parties to this Agreement that a

judgment of "punitive damages" which may be recovered against a member of the bargaining unit is specifically exempt from the requirements of payment by the City, and the employee or employees shall be responsible in an individual capacity for the payment of any judgment of "punitive damages" which may be rendered against them by a Court of competent jurisdiction.

3. CRIMINAL, QUASI-CRIMINAL AND DISCIPLINARY ACTIONS

a. The City is not required to furnish the means of defense in a disciplinary proceeding instituted against a member of the bargaining unit by the municipality.

b. If any disciplinary or criminal, or quasi-criminal proceeding, instituted by or on complaint of the City shall be dismissed or finally determined in favor of the member of the bargaining unit, said member shall be reimbursed for the expense of his/her defense as hereinafter provided.

4. REIMBURSEMENT FOR LEGAL EXPENSES SUBSEQUENT TO FAVORABLE DETERMINATION AS TO A MEMBER OF THE BARGAINING UNIT

a. In the event that a member of the bargaining unit is charged in a disciplinary, criminal, or quasi-criminal proceeding or complaint, and he/she retains private, legal counsel in his/her defense, it is required that the member's counsel shall reach an agreement as soon as practicable with the Elizabeth City Council as to the appropriate and reasonable fees and charges with regard to said defense which the City will agree to reimburse in the event of a final and favorable determination as to the member of the bargaining unit.

b. In any disciplinary, criminal or quasi-criminal action in which there is more than one count or allegation complained of against a member of the bargaining unit, the finding of guilt as to anyone count of the allegation shall relieve the City from any obligation to reimburse the member of the bargaining unit for legal fees.

c. The obligation of the City to reimburse legal fees hereunder is limited solely to reasonable attorney's fees and for no other expense or financial obligation incurred by the member of the bargaining unit.

5. This Article shall be interpreted in accordance with all applicable laws, and with all legal and ethical requirements concerning the provision of legal representation.

ARTICLE XXI

WORKING CONDITIONS IN FIRE STATION

1. The standard of working conditions in firehouses shall be maintained by the City the same as other publicly-owned City-operated buildings. The Director of Public Works shall be notified in writing of conditions in the firehouses in need of repair or remedy. A copy of the notice shall be served upon the Business Administrator, and upon the Fire Director or his designee. The City shall submit a response to the Association within fourteen (14) working days of receipt of the notice.

2. Each fire station shall be repaired and painted by the City whenever the need arises, as determined by the Director.

3. The major jobs of plumbing, heating, carpentry, painting, electric, glazing, roofing, and masonry shall be done by the City.

4. The City shall provide theft coverage insurance on fire protection gear and community property, owned by the fire officers, located in the various firehouses. This policy will be restricted to these two areas; it will not provide coverage for personal articles.

5. The City shall provide a means to secure City property in the firehouses and on the grounds of the City.

ARTICLE XXII

MANAGEMENT RESPONSIBILITY

1. It is recognized that the management of the Fire Department, the control of its properties and the maintenance of order and efficiency, are the sole responsibilities of the City. Accordingly, the City retains the following rights, except as they may be abridged in this Agreement, including but not limited to selection and direction of the force; to hire, to suspend or discharge for just cause, following a hearing where required by law; to make reasonable and binding rules which shall not be inconsistent with this Agreement; to assign, promote, or transfer; to determine the amount of overtime to be worked; to relieve employees from duty for legitimate reasons, as provided by N.J.S.A. 40A:14-25; to decide on the number and location of facilities, stations, etc.; to determine the work to be performed, equipment, methods, together with the selection, procurement, designing, engineering and the control of equipment and materials and to purchase services of others, contract or otherwise.

2. Any City-wide benefits granted during the life of this contract will include employees covered by this Agreement.

ARTICLE XXIII

DISCIPLINE AND DISCHARGE

1. It is agreed that nothing herein shall in any way prohibit the Director from discharging or otherwise disciplining any employee, regardless of his/her seniority, for just cause subject to Department of Personnel rules and regulations.

2. Before any disciplinary action is taken against covered employee(s) the Association shall be notified in writing of all charges, specifications and pertinent facts against said employee(s) and given sufficient time to review the facts and appear with the employee(s) if he (they) so desire, before any Departmental hearing.

ARTICLE XXIV

EXCHANGE OF SHIFTS

1. Department members shall not work more than twenty-four (24) consecutive hours, except in cases of emergency. A minimum of a ten (10) hour layover will be required between shifts, except in cases of emergency.

2. Department members may arrange to exchange shifts with another employee so long as there is no additional cost to the City. Exchange of shifts may be used in four (4) to twenty-four (24) hour increments

3. A request for an exchange of shift shall be submitted for approval in writing to the on-duty Captain/Acting Captain of the department member's assigned company at least thirty-six (36) hours in advance of the scheduled exchange of shift. If approved, the Captain/Acting Captain shall notify the Duty Chief on duty of the exchange of shift so that it may be recorded on the daily work schedule. After approval has been granted for the exchange of shift, the department member shall immediately notify the Company Officer of his assigned company. The City reserves the right to grant or deny approval for any shift exchange request; however, under no circumstances will a shift exchange request be approved if the exchange would result in any additional costs to the City, including, but not limited to, additional overtime costs.

4. Notation on the daily roll call shall be as follows:

- a) Swap - The initial exchange of shift between two (2) department members.
- b) Payback - The repayment of a previous exchange of shift between the same department members. The paperwork submitted shall include the date of the initial exchange of shift.

5. Department members may owe no more than three (3) shift exchange "paybacks" at any one time. They will not be permitted to exchange another shift until at least one or more of these "paybacks" are worked for the department member it was exchanged with.

6. A department member may exchange with only one other department member per exchange; i.e., there shall be no "three-way" or "multiple party" exchanges.

7. It shall be the responsibility of the Company Officer and the department member utilizing the exchange of shift to monitor its use. Both the Company Officer and the department member will be held accountable for violations of this Article.

8. Any shift exchange request denials by the Company Officer may be referred to Duty Chief of the shift that the proposed exchange would be worked. The Duty Chief will review the denial to determine if the Company Officer's denial is warranted.

9. Probationary members will be prohibited from the use of the Exchange of Shifts until they have six (6) months of service in the Department.

ARTICLE XXV

EDUCATION

1. Employees taking fire science courses shall be reimbursed for the cost of tuition, or part thereof, as the case may be, when approved in advance, in writing, by the Director. Such approval will not be unreasonably withheld. Anything hereinabove to the contrary notwithstanding, whatever funds are designated and available in sub-account 7.6 in the "Other Expense" budget of the Fire Department to reimburse employees for the expense of taking fire science courses shall be allocated to such employees by the Director after consultation and agreement with the Elizabeth Fire Officers Association. All courses contained in the degree curriculum in which the employee receives a grade of "C" or better shall be eligible for such reimbursement.

2. Every effort will be made to adjust an employee's schedule when necessary so that he/she may take advantage of available fire science courses.

3. The taking of any such courses shall be on a voluntary basis only. Reimbursement shall be forfeited if the course requirements are not satisfactorily and fully completed, or if the employee does not receive a grade of "C" or better.

ARTICLE XXVI

ASSOCIATION PRIVILEGES

1. The Association will be notified in writing concerning any change or inquiry into a matter which could adversely affect the continuation of any employee in his/her office, position of employment or his/her salary or fringe benefits or any disciplinary action against any employee and be entitled to be present at any meeting, hearing or interview concerning such action and if requested by the employee, to advise and represent him/her.

2. The Association shall have the right to visit the Director and the Chief and fire facilities at all reasonable hours for Association business, provided there will be no interference with normal operations.

3. The Association may use the department mail or message routing system. Such use shall be reasonable.

4. The Association shall have the right to post on bulletin boards in each firehouse notices concerning Association business, activities and matters dealing with the welfare of its members.

ARTICLE XXVII

EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete Agreement between the parties, and embodies the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining.

ARTICLE XXVIII

SEVERABILITY

In the event that any article or portion of this Agreement is declared invalid by any Court of competent jurisdiction, or invalidated by the judicial determination of any Court of competent jurisdiction, said article or portion of this Agreement shall have no force or effect. However, the invalidity of any article or portion of this Agreement shall not affect the validity of any remaining articles or portions in full force and effect for the duration of this contract.

ARTICLE XXIX

ASSOCIATION BUSINESS LEAVE

1. Up to four (4) members of the Association negotiating committee shall be granted time off from the duty and shall suffer no loss of regular pay for all meetings with the City for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which such member(s) are scheduled to be on duty.

2. Representatives of the Association (the President or his/her designee) shall be granted time off from duty and shall suffer no loss of regular pay for all meetings between the City, the Director and the Association for the purpose of processing grievances when such member is scheduled to be on duty.

3. The officers and the Executive Board of the Association shall be granted time off from duty and shall suffer no loss of regular pay while attending meetings of the Executive Board and the membership meeting of the Association when such meetings take place at a time when such officers are scheduled to be on duty.

4. The term "meetings" as used in this Article, means the regular monthly meeting and any emergency meetings, not to exceed three (3) emergency meetings per year.

5. Authorized Association delegates shall be granted time off from duty and shall suffer no loss of regular pay to attend Association conventions, meetings and seminars of the International Association of Fire Fighters, N.J. State Fire Fighters Association and AFL-CIO Conventions and meetings as per Chapter 188 of Public Laws of New Jersey 1955. A certificate of attendance to the State Convention shall be submitted to the Director by the delegates upon their return from the convention.

6. The Association shall provide the Elizabeth Fire Department with a written request of all business leave that requires attendance by Association Members. This request shall include, but not be limited to, the following meetings and conventions.

- Monthly Meetings
- Executive Board Meetings
- Special Meetings
- State Meetings
- All Conventions

7. These requests shall include the dates/times of the meetings/conventions and the travel time to and from the meetings/conventions. Verification of attendance shall be submitted by the Association Member from the organization holding the meetings/conventions. These requests shall be submitted one (1) month in advance of the scheduled meetings/conventions. Whenever possible, the Association is requested to provide an annual

schedule for these events. All Department members will be required to return to work following the cessation of these meetings/conventions.

ARTICLE XXX

MUTUAL AID

The City shall not require employees covered by this contract to be located to other communities whose fire officers are engaged in a job action. This will not preclude the use of personnel of the City of Elizabeth to assist another community when so requested by another community. This provision is subject to and modified by the New Jersey Civil Defense Act and the rules and regulations promulgated thereunder. The City shall not be required to violate any applicable statutes.

ARTICLE XXXI

MANPOWER

When a Captain or Battalion Chief must be replaced by an officer on overtime assignment, every effort will be made to have an officer of equal rank assigned. If this cannot be done, the next lower rank will be used to fill the overtime assignment.

ARTICLE XXXII

TRANSFER OR REASSIGNMENT BIDDING

1. In the event a vacancy in a company or tour may exist or is anticipated, the City (Director/Chief) shall make known to all members of this unit the availability of such assignment.

2. Any member interested in such assignment shall notify the City (Director/Chief) by a Form #5 indicating such interest.

3. The City (Director/Chief) shall consider the member's time in grade for such assignment. Granting of such requests shall not be denied without good reason. Such denial shall be made known to the employee by the City (Director/Chief) within five (5) working days.

ARTICLE XXXIII

APPROPRIATION OF FUNDS

All wages and other financial benefits accruing to employees covered by this Agreement shall be specifically subject to the appropriation of adequate and necessary funds therefore by the Elizabeth City Council in its annual municipal budget or as otherwise allowed by law.

ARTICLE XXXIV

ANTI-DISCRIMINATION

1. There shall be no discrimination by either the City or the Union against any employee because of his or her race, color, religion, creed, national origin, age, sex, sexual orientation, disability, affectation, or political activity.

2. The City agrees not to interfere with the right of employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the City, or by the City's representatives against any employee because of Union membership. The Union agrees not to interfere with the right of employees not to become members of the Union. There will be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee because of non-membership in the Union.

ARTICLE XXXV

EMT INCENTIVE

1. All employees assigned to the rescue squad, and all employees directed by the City to undergo training for EMT certification or recertification, shall be compensated in money at the rate of one and one-half times their regular hourly rate of pay for each hour of attendance at any training necessary to receive certification or recertification as an EMT, provided such training occurs during what would normally be the employee's off-duty hours.

2. Employees not assigned to the rescue squad and who have not been directed by the City to undergo EMT certification/recertification training may choose to undergo such training on their own, during off-duty hours. Employees attending such training on their own, during off-duty hours, may be granted compensatory time off at the rate of one and one-half hours for every hour of attendance at training necessary to receive certification or recertification as an EMT provided they receive approval to undergo such training from the Director or his designee prior to their enrollment in the EMT certification/recertification training program. Employees who do not receive such prior approval shall not be entitled to compensatory time under this section.

3. All employees who held current EMT certifications as of February 6, 1995 and continue to hold current EMT certifications shall receive a \$900.00 annual stipend.

This stipend shall be paid in addition to, and in the same manner as, base salaries, but shall not be included in base salaries for the purpose of computing negotiated increases or longevity pay. Any negotiated increase in annual base salary shall not be applied to the EMT stipend set forth in this Article.

Employees who did not hold current EMT certifications as of February 6, 1995, and/or do not continue to hold current EMT certifications, shall become entitled to the annual EMT stipends set forth above only if they are directed by the City to undergo training for EMT certification or recertification, and they successfully complete such training by becoming EMT-certified or recertified.

Any employee who becomes entitled to an EMT stipend during the course of a calendar year shall receive a pro rated stipend. Any employee who fails to maintain a current EMT certification shall immediately cease to receive an EMT stipend.

ARTICLE XXXVI

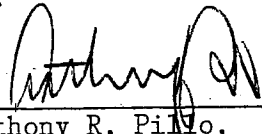
TERM OF AGREEMENT

This Agreement shall be in full force and effect from the 1st day of July, 2003 through and including the 30th day of June, 2005. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, it must notify the other party in writing not less than sixty (60) days prior to such expiration date.

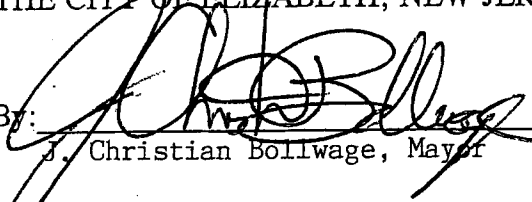
The Agreement shall remain in full force and effect on a day-to-day basis during collective negotiations between the parties extending beyond the date of expiration set forth herein unless and until either party serves the other with written notice of termination by registered mail in which event the Agreement shall terminate five (5) days following receipt of such notice.

IN WITNESS WHEREOF, the parties have caused their names to be signed this 26th day of May, 2004.

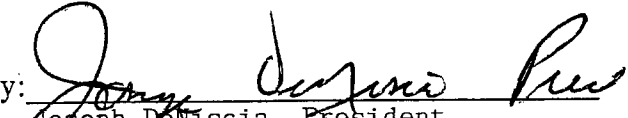
ATTEST:

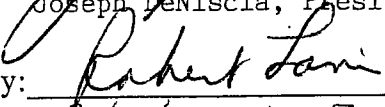
By: 
Anthony R. Pillo,
City Clerk

THE CITY OF ELIZABETH, NEW JERSEY

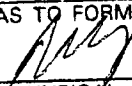
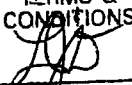
By: 
J. Christian Bollwage, Mayor

ELIZABETH FIRE OFFICERS ASSOCIATION,
INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, LOCAL 2040

By: 
Joseph DeNiscia, President

By: 
Robert Lavin, Secretary

CITY OF ELIZABETH

APPROVED AS TO FORM

PHYSICAL CONDITIONS
TERMS & CONDITIONS

DESCRIPTION