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NOT CIRCULATE

1975-1976

Union

AGREEMENT ENTERED INTO THIS 20<sup>th</sup> DAY OF January  
1976, by and between the CITY OF ELIZABETH, NEW JERSEY,  
hereinafter referred to as "the City" or "the Employer", and  
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, BRANCH NO. 9, herein-  
after referred to as "the Union".

ARTICLE I - RECOGNITION

1. The City hereby recognizes the Union as the ex-  
clusive and sole representative for collective negotiations  
concerning salaries, hours and other terms and conditions of  
employment for all uniformed firemen, probationary firemen,  
employees of the Electrical and Mechanical Repair Bureaus, and  
all other uniformed members of the City's Fire Department, but  
excluding the Chief, Deputy Chiefs, supervisors of Repair and  
Electrical Bureaus, Battalion Chiefs, Captains, all other Fire  
Officers and Probationary Fire Officers, and all other employees.

2. Unless otherwise indicated, the terms "fire fighter",  
"fireman", "firemen", "employee", or "employees" when used in  
this Agreement refers to all persons represented by the Union  
in the above-defined negotiating unit.

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Labor Relations

1976

RUTGERS UNIVERSITY

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ARTICLE II - MAINTENANCE OF MEMBERSHIP

Employees covered by this Agreement at the time it is executed and who are members of the Union at that time shall be members for the duration of this Agreement and the City will not honor revocations from any employee covered by this provision, except as provided herein.

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

ARTICLE III - CHECK OFF

Upon receipt of written authorization, the Employer shall deduct Union dues weekly, on pro rata basis, and shall remit the monies collected to the Union once each month, not later than the 15th of the month. The Union agrees to indemnify and hold harmless the City from any causes of action, claims, loss or damages incurred as a result of this clause.

All deductions under this Article shall be subject to revocation at the termination of this Agreement by the employees who executed such assignments, upon giving written notice to that effect thirty (30) days prior to the expiration date of this Agreement. Such notice shall be given to the Union and the City Comptroller. The City Comptroller and the City Treasurer shall thereafter cease withholding any moneys whatever under such assignments.

Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of the officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding check in payment of such deductions by mail to the assignees' last known address, the City and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such agreements.

ARTICLE IV - UNION BUSINESS LEAVE

1. Meetings between representatives of the City and of the Union for the negotiation of terms of the Agreement or the handling of grievances as prescribed herein should be scheduled, wherever practicable, during non-working time, of all affected employees.

Those eligible for Union leave shall be President, Vice President, Secretary and Treasurer. The President and State Delegate shall be permitted to attend all State meetings held during working hours.

2. Leave of absence with pay to attend and serve as delegates to convention of the Union may be granted in writing to not more than six (6) unit employees during a calendar year, with the extent of the leave limited to four (4) days per delegate, contingent upon available manpower. Application for leave shall be made in writing not less than two (2) weeks in advance. The parties also agree to be bound by the provisions of New Jersey Statutes 11:26-C-4, where applicable.

3. Unjustified failure of an employee to return to work promptly upon the expiration of authorized leave may subject the employee to disciplinary action in accordance with Departmental Rules and Regulations.

4. 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, provided that this provision does not result in any additional cost to the City.

ARTICLE V - BULLETIN BOARDS

The Union shall have the use of a single bulletin board in each firehouse for the posting of notices relating to meetings and official business only. No notice shall be posted until it has been submitted to the Director.

ARTICLE VI - GRIEVANCE PROCEDURE AND ARBITRATION

In the event that any difference or dispute should arise between the City and the Union, or its members employed by the City over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the grievance is filed in writing within ten (10) calendar days of its occurrence or employee knowledge thereof:

- Step 1. Between the aggrieved employee and his immediate superior (Captain). If no satisfactory agreement is reached within three (3) calendar days, then
- Step 2. between the aggrieved employee and the Tour Chief and Chief of the Department. Should no acceptable agreement be reached within an additional three (3) calendar days, then
- Step 3. between an official of the Union, in conference with the Director or his designee. Should no acceptable agreement be reached within three (3) calendar days, then
- Step 4. The matter may be referred to arbitration by the City or the Union only. However, a grievance that pertains to a general order that has been issued may be taken up initially at the Step 3 level between the Director or Chief and an official of the Union.

Either party may notify the other in writing, certified mail, not later than ten (10) calendar days after the Step 2 meeting, of the intention to proceed to arbitration. Failing to agree on a satisfactory arbitrator within five (5) calendar days, the moving party may request the American Arbitration Association to designate the arbitrator in accordance with AAA rules and regulations.

The arbitrator shall be limited to the issues presented, and shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to establish or change any wage rate. The decision shall be final and binding.



ARTICLE VI - GRIEVANCE PROCEDURE AND ARBITRATION con't

The cost of the impartial arbitrator shall be borne equally by both parties.

Unless extended by mutual agreement, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last City answer.

It is specifically understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance (a) involves the existence of alleged violation of any agreement other than the present Agreement between the parties; (b) involves issues which were discussed at negotiations but not covered by the terms and conditions of this Agreement; (c) involves claims of violation of an allegedly implied or assumed obligation; (d) would require an arbitrator to rule on, consider or decide a modification of negotiated rates of pay, or the level, title, or other designation of an employee's job classification; (e) would require an arbitrator to consider, rule on, or decide the elements of a job assignment, or the right of management to assign or reassign work, provided such assignment or reassignment does not conflict with the provisions of Article XX herein; (f) pertains in any way to the administration, interpretation or application of insurance, pension, savings or other benefit plans in which covered employees are eligible to participate; (g) involves discipline or discharge of employees who have not satisfactorily completed the designated probationary period. Nothing contained herein, whether arbitration is not obtainable, shall prevent or bar the Union or aggrieved employee from seeking redress through litigation in the courts.

ARTICLE VII - WORKWEEK

1. It is agreed that the normal workweek for unit employees performing fire fighting duties shall be an average of forty-two (42) hours computed over the period of the full fiscal year.

2. For all other employees in the unit, the normal workweek shall be eight (8) hours per day, five (5) days a week, Monday through Friday, for a total of forty (40) hours.

3. Present work schedules shall be maintained, subject to change by mutual agreement.

4. Permission to be relieved one-half (1/2) hour earlier prior to completion of each tour shall be granted upon notification to the Captain in charge; such relief shall not exceed one (1) hour. Permission may also be granted to be relieved one (1) hour earlier on all holidays.

5. 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.

ARTICLE IX - HOLIDAYS

1. Employees working a forty-two (42) hour schedule shall be entitled to holiday pay in compensatory time off for a total of one-hundred and four (104) hours per contract year.

2. Employees taking time off under this provision shall be charged with a maximum of ten (10) hours per tour, regardless of whether they take a day or night tour off.

3. The allocation of compensatory time off shall be by mutual agreement between the Director and the employee.

4. Employees working a forty (40) hour 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 (January 1)  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day (May 30)  
Independence Day  
Labor Day  
Columbus Day  
General Election  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Day (December 25)

An extra holiday declared to be such by the President, Governor or Mayor, shall be granted to the employees as additional compensatory time off.

5. All compensatory time earned for Holidays authorized during a given calendar year, except in cases of emergency, employee illness, or for the convenience of the City with the approval of the Director or Chief, must be used by April 1st of the year following that in which it was earned, or it shall be forfeited.

Special cases will be referred to the Director.

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Special cases will be referred to the Director.

ARTICLE VIII - EXTRA TIME

1. Whenever an employee works in excess of his regularly assigned workweek or work schedule in non-emergency detail as provided for in Article VII, in addition to any other benefits to which he may be entitled, he shall receive extra time in money for such work at one and one-half times the hourly rate which he received for his regularly assigned duty in accordance with the City Ordinance.

2. (a) The Captain or Acting Captain in charge of each firehouse on each tour shall establish a roster of the employees in his firehouse on a seniority basis per tour. Whenever extra-time work paid in money is required, it shall be rotated amongst employees on the roster. If an employee refuses an assignment to work extra-time, he shall be considered as having worked such extra-time assignment for the purpose of maintaining a proper order of rotation for future assignments.

(b) Any employee on emergency recall shall receive compensatory time off at the rate of one and one-half ( $1\frac{1}{2}$ ) hours for every hour worked, with a minimum of four (4) hours compensatory time off for every such detail.

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

3. All employees working less than a forty-two (42) hour workweek shall receive extra time in money for non-emergency detail at one and one-half times their regular hourly base rate for all hours over eight (8) hours per day or for all hours after forty (40) hours per week, provided there shall be no pyramiding of overtime.

ARTICLE X - LONGEVITY

1. All permanent employees of the Fire Department covered by this Agreement shall be entitled to be paid longevity pay in accordance with the schedule contained in this Article. Longevity pay shall be applied on the basis of the employees' anniversary date of employment, as follows -- if the employee's anniversary falls between January 1 and June 30, he 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 shall be entitled to adjusted longevity pay retroactive to July 1. Longevity pay, in the case of salary increases, will be credited retroactively to the January 1st preceding the execution date of this contract and will accordingly be computed on the new base salary. If an employee receives an adjustment in his salary due to promotion during the calendar year, longevity pay will not be changed until the following January 1st; as of the following January 1st, the longevity pay will be computed on the new base salary.

2. The scale of longevity pay shall be as follows:

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%
25th year of employment and over .....	10%

ARTICLE XI - CLOTHING ALLOWANCE

SECTION I - All those considered uniformed employees of the Fire Department covered by this Agreement shall be entitled to an annual clothing allowance of \$200.00 for the year 1975.

SECTION II - All those considered uniformed employees of the Fire Department covered by this Agreement shall be entitled to an annual clothing allowance of \$250.00 for the year 1976, payable the second pay period of April.

Employees shall be responsible for proper maintenance of all clothing purchased. Clothing shall not be used by the employees except during the performance of assigned Departmental duties.

ARTICLE XII - INSURANCE

1. All employees of the Fire Department, covered by this Agreement and eligible members of their family shall be entitled to full coverage of Blue Cross and Blue Shield hospitalization plans including Rider "J" plan of the N.J. Blue Cross and Major Medical, the premiums of which shall be paid for by the City.

2. All Insurances which are in addition to those provided for in Article XII, Paragraph 1 above, and which are currently provided for and in effect shall be maintained throughout the period of this contract.



ARTICLE XIII - VACATIONS

1. Effective January 1, 1975, employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

0 to less than 1 year of continuous service .....	1 day per month of service prior to January 1 of each year (to a maximum of ten (10) working days)
1 year to completion of 4 years of continuous service .....	10 working days
5 years to completion of 14 years of continuous service .....	14 working days
starting 15th year of continuous service and over .....	16 working days

Upon completion of twenty-five (25) years of continuous service, the employee shall receive five (5) working days vacation for that anniversary year only.

In computing vacation eligibility, the employee must complete his 1st, 4th and 14th year of continuous service as of December 31st, the last day of the vacation period.

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

3. Vacation time must be used in the vacation year in which it is earned or it shall be forfeited. However, one year's accumulation may be carried into the next succeeding year. Should circumstances warrant, this provision may be waived by the Business Administrator and the Director upon mutual agreement with the Union.

4. The vacation period shall be the calendar year, from the first day of January to the 31st day of December.

ARTICLE XIII - VACATIONS con't

Vacations shall be scheduled by the Department, giving preference to employee seniority where practicable and where consistent with efficient operations.

Company Captains shall submit a Form #5 with the residual vacation requests no later than December 15th of the year prior to vacation year. By December 31st of the same year, the Duty Chief of each tour shall post a list of the residual vacations of his tour. All efforts will be made to get two-thirds of the men out in the period between January 2nd and a date close to June 15th, not to conflict with the start of the summer vacations.

By March 1st of the vacation year, Duty Chiefs of each tour will announce the dates of the six (6) summer vacation periods. Company Captains shall then submit a Form #5 with the summer vacation requests no later than April 1st of the vacation year. By April 30th of the same month, Duty Chiefs of each tour shall post a list of the summer vacations of his tour.

Full vacations have preference over residual vacation picks when submitted with residual vacation requests in December.

ARTICLE XIV - ACTING OFFICERS

Any fireman assigned to a Captain's position on an acting basis shall be paid for such work at the Captain's base rate of pay, but longevity shall continue to be based on his fireman's pay.

Any mechanical repairman or signal system repairman performing in a supervisory position shall be paid for such work at the minimum rate of pay in such supervisory range, but longevity shall continue to be based on the employee's regular rate of pay.

ARTICLE XV - LEAVE WITHOUT PAY

Any covered employee desiring leave without pay for personal reasons, up to a maximum period of ninety (90) days, shall make a request in writing to the Officer in charge not less than one (1) week 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 may be granted or denied at the discretion of the Director. Extensions of such leaves may be granted providing that, at least two weeks prior to the date on which the initial and subsequent leave would terminate, the employee requests said extension of the Director. In granting leaves or extensions of leaves, approval will not be unreasonably withheld. Falsification of the reason for leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writing. At the request of the Director, and where warranted by the circumstances, a returning employee may be required to undergo a physical examination by the Department physician prior to resuming duties.

ARTICLE XVI - EXCHANGE OF SHIFTS

An employee may, with the approval of the Captain not less than one (1) day in advance, arrange to exchange shifts with another employee so long as there is no additional cost to the City.

ARTICLE XVII - FUNERAL LEAVE

A regular full time employee shall be excused from work because of death in his immediate family, as defined below, and shall be paid his regular rate of pay for the scheduled working hours missed during the first ninety-six (96) hours following the death. Immediate family is defined to mean parents, children, spouse, brother or sister, father-in-law or mother-in-law, as well as grandfather or grandmother. One (1) working day shall be allowed in the event of the death of an Aunt or Uncle. Special and other cases will be referred to the Director and acted on as heretofore.

ARTICLE XVIII - 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 or absence for bona fide illness or injury certified by a physician not in excess of one (1) year. Seniority shall be lost and employment terminated if any of the following occur:

- (a) discharge
- (b) resignation
- (c) absence for five (5) consecutive calendar days without leave or notice or justifiable reason for failing to give same
- (d) absence for illness or injury for more than one (1) continuous year.
- (e) layoff for longer than eighteen (18) consecutive months

Failure to return promptly upon expiration of authorized leave without reasonable notice will subject the employee to disciplinary action.

ARTICLE XIX - 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 operation.

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 Union, its officers, members, agents, or principals will not engage in, encourage, sanction, or suggest, strikes, slowdowns, lockouts, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

2. 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.

3. The Union shall not be held liable for unauthorized acts of unit employees.



ARTICLE XX - UNIFORMS AND MISCELLANEOUS

1. Work uniforms are to be worn to and from work and while on duty. Dress uniforms shall be maintained by the employees.

2. Employees may be assigned to perform any duty related to firefighting, fire prevention, rescue, salvage, care and maintenance of firefighting equipment apparatus, overhaul work, care, maintenance or housekeeping of fire houses. It is understood that this will not encompass construction, plumbing, electrical, painting, carpentry, masonry or other such maintenance work and mechanical work normally performed by Repair Bureau employees or non-negotiating unit employees.

3. Where there is a labor dispute involving the firemen of another community with which the City of Elizabeth has a mutual aid pact, there shall be no assignment of employees of a standby basis. However, the Union and employees agree to perform all customary functions related to firefighting in such community.

4. In the event an employee wishes to leave the City during non-working hours, he will not be required to receive permission, but he shall leave a telephone number or an address at which he can be contacted. Said employee is subject to emergency recall under the terms of this Agreement.

5. Firemen will not be subject to any hardship during any review, inspection or training period. When the temperature goes below 40 degrees Fahrenheit or above 80 degrees Fahrenheit, there shall be no outside training except in emergency situations. In-service inspections may be held from 40 degrees Fahrenheit to 85 degrees Fahrenheit.

ARTICLE XXI - RULES AND REGULATIONS

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

Except as provided herein, it is understood that employees shall promptly comply with all reasonable rules, regulations, instructions and orders made by the City or the employee's officers and superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instructions as a grievance which shall be handled in accordance with the grievance procedure set forth in Article VI of this Contract. Employees shall have the right to refuse to comply with a rule, regulation, instruction or order of compliance as would endanger life or limb or be in violation of safe practices.

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 an officer or other superior, the City shall have the right, at its option, to suspend, or discharge the offending employee or employees, subject only to the right of the employee or employees to have the suspension or discharge treated as a grievance. This shall not operate as a stay of the suspension or discharge.

ARTICLE XXII - STANDARDS OF APPEARANCE

1. PURPOSE:

The purpose of this Article is to set standards of appearance for hair styles and facial hair growths worn by Firemen. The tolerances set forth represent a reconciliation between the current acceptance of fuller and longer male hair styling and the need for establishing clearly defined limits within which our Department can maintain its uniformed identity.

In addition, this Article is to insure the safety of members of this Department in accordance with tests conducted by the Scott Aviation Company and the Safety in Mines Research Establishment and the American National Standard Practices for Respiratory Protection.

2. REQUIREMENT:

The standards as defined are a compilation of recommendations made by Battalion Chiefs after consultation with Union representatives in accordance with Article 21 of the Contract now in existence between the City and the Union. The tenets of this Article are binding on all Firemen except when their assignments or duties permit a departure from the requirements. However, any departure must be approved by the Director of the Department.

3. STANDARDS:

Effective this date, all Firemen shall regulate their hair style and facial hair growths to conform with the standards for on-duty appearance as listed in this section:

A. Hair

- (1) The style shall be of medium length and fullness with a maximum length of  $\frac{1}{2}$ " below the collar.
- (2) The duck tail length is prohibited.
- (3) A neat pattern on the rear of the neck shall be maintained. The growth must be neatly trimmed.

B. Sideburns

- (1) The length shall not extend beyond  $\frac{1}{2}$ " from the tip of the ear lobe.
- (2) The width shall not exceed  $1\frac{1}{4}$ " at the broadest point.
- (3) The growth shall not be more than  $\frac{1}{4}$ " in depth.

ARTICLE XXII - STANDARDS OF APPEARANCE con't

C. Mustache

- (1) The pattern shall be neatly trimmed.
- (2) The extent of growth shall be limited to  $\frac{1}{2}$ " below the line of the corner of the mouth.
- (3) The thickness shall be  $\frac{1}{2}$ " in depth and shall not appear bushy.
- (4) The ends may not be waxed or twisted.

D. Beards - Goatees

Full beards, goatees, or other growths of hair below the lower lip on the chin, or lower jaw bone area are prohibited.

E. Clean Shaven

Except for the areas of facial hair growth permitted by this order, all members of the Fire Department shall be clean shaven. No extra full hair growth of any type which might interfere with "facepiece-to-face" seal in the use of respiratory equipment shall be permitted.

ARTICLE XXIII - EDUCATION

1. Employees taking courses in fire science shall be reimbursed for the cost of tuition, when approved in advance in writing by the Director.. Such approval will not be unreasonably withheld. Whatever monies are to be allotted for taking science courses would be subject to agreement between the Director and the employee prior to any committment.

2. Every effort will be made to adjust employees' schedules when necessary so that they 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.

ARTICLE XXIV - UNION PRIVILEGES

1. The Union shall have the right to use fire houses at all reasonable hours for Union meetings, subject to advance approval of the officer in charge.

2. Copies of all general orders, rules and regulations, and communications affecting wages, hours, and other terms and conditions of employment for employees covered by this Agreement shall be furnished to the President of the Union within 24 hours of their promulgation.

3. The Union shall have the right to use the Fire Department's mail or message routing system and use of Fire House and Fire Department mail boxes.

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

ARTICLE XXV - INJURY LEAVE

1. Whenever an employee shall be injured, ill, or disabled from any cause 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, illness or disability.

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

3. The employer may require that the injury, illness or disability be evidenced by a certificate of a physician designated by the Department to examine the employee.

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

ARTICLE XXVI - SICK LEAVE

The present sick leave plan pertaining to non-occupational injuries and illness shall continue in effect for the duration of this Agreement. No sick reports however, shall be required for the first two (2) days.



ARTICLE XXVII - MANPOWER

1. The manpower strength for each truck company, engine company or rescue squad on tour of duty shall be determined by the needs of the Department, availability of personnel, and safe procedures.

2. In the event of shortages in the required manpower strength, they may be filled either by temporary details from other companies or by overtime assignments.

3. The minimum requirement of manpower is as follows:

Emergency Company - two (2) Firemen  
Truck Company - three (3) Firemen  
Engine Company - two (2) Firemen

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

The City (Director/Chief) shall consider the members seniority 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. It is understood that the request will be for the initial vacancy and not for a vacancy created by the granting of such request.

ARTICLE XXVIII - DISCIPLINE AND DISCHARGE

It is agreed that nothing herein shall in any way prohibit the City from discharging or otherwise disciplining any employee, regardless of his seniority, for just cause. Grounds for summary discharge shall include, but not be limited to, drunkenness on the job, dishonesty, careless use or abuse of City property, insubordination, negligence in the performance of duties, and incompetence.

In the event that a discharged employee feels that he has been unjustly dealt with, said employee or the Union, with permission of the employee, shall have the right to file a complaint, which must be in writing, with the City within ten (10) workdays from the time of discharge. Said complaint will be treated as a grievance, subject to the grievance and arbitration proceedings herein provided. If no complaint is filed within the time specified, then said discharge shall be deemed to be absolute.

ARTICLE XXIX - MILITARY CLAUSE

1. Any regular employee who is called into active service, or who volunteers for service, in the armed Forces of the United States, shall be given a leave of absence for, and will accumulate seniority during such period of service not to exceed four (4) years or the duration of the emergency, whichever is the longer. Upon the termination of such service he will be reemployed at the rate of pay prevailing for work to which he is assigned at the time of his reemployment, provided, however, he has not been dishonorably discharged, there is work available, he is physically, mentally and emotionally able to perform such work, and he makes written application for reinstatement within ninety (90) days after discharge.

2. Any employee required to be absent from work because of National Guard training or service shall receive the difference in pay for work time missed between his regular straight-time rate and the pay received for such National Guard service. Proof of required service and of pay received may be requested by the Director.

ARTICLE XXX - ACCUMULATION OF TIME OFF

All Compensatory time off provided under the terms of this Agreement may be accumulated up to a maximum of thirty (30) days.

Employees utilizing accumulated compensatory time off under this provision shall be required to take such time off in periods of at least one (1) hour or more and only in one hour segments. This means if a man takes three (3) hours off from 6 p.m. to 9 p.m. and returns to the company at 8:40 p.m., he is still credited with a three hour reduction in his accumulated time record. Employees may also substitute earned holidays in lieu of accumulated compensatory time off and will be charged for same in accordance with section two (2) and section five (5) of Article IX of this contract.

ARTICLE XXXI - MANAGEMENT RESPONSIBILITY

(a) It is recognized that the management of the Fire Department, the control of its properties and the maintenance of order and efficiency, are solely 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, including a decrease in the force for reasons of economy; to decide on the number and location of facilities, stations, etc.; to determine the work to be performed; amount of supervision necessary, 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.

(b) Should a decrease in the number of firemen occur, for reason of economy, firemen will be laid off in inverse order of their seniority in the Fire Department. Recall to vacant positions shall be offered to laid off firemen on the same basis. No special seniority rights or protection from layoff or recall to a fireman position shall be given to officers demoted to fireman position.

It is recognized that the foregoing is in apparent conflict with the position of the Department of Civil Service and accordingly, upon initial notice to a demoted officer of his contemplated layoff from the firemen ranks, the Union and the City agree, if required, to jointly seek a declaratory judgment or by P.E.R.C. Procedures a determination as to the validity of the said Article XXXI Section (B) and further agree to modify said provision to comply with such interpretation if in any way such modification is required.

ARTICLE XXXII - WAGES

SECTION I:

All those considered uniformed employees covered by this Agreement shall be paid in accordance with the following schedule for the calendar year 1975 and thereafter:

FIRE FIGHTER:

FIRE SIGNAL SYSTEM LINEMAN M/W:

Beginning - 1st year of employment \$11,800.00  
2nd year of employment \$12,233.00  
3rd year of employment \$12,666.00  
4th year of employment  
and thereafter \$13,100.00

MECHANIC:

The minimum, maximum increments and steps for this title shall be the same as will be adopted for other employees serving in this title for the years 1975 and 1976.

SECTION II:

All those considered uniformed employees covered by this Agreement shall be paid in accordance with the following schedule; effective April 1, 1976, through July 31, 1976:

FIRE FIGHTER:

FIRE SIGNAL SYSTEM LINEMAN M/W:

Begininng - 1st year of employment \$12,550.00  
2nd year of employment \$12,983.00  
3rd year of employment \$13,416.00  
4th year of employment \$13,850.00

SECTION III:

All those considered uniformed employees covered by

ARTICLE XXXII - WAGES con't

this Agreement shall be paid in accordance with the following schedule, effective August 1, 1976, and thereafter:

FIRE FIGHTER:

FIRE SIGNAL SYSTEM LINEMAN M/W:

Beginning - 1st year of employment \$13,250.00  
2nd year of employment \$13,683.00  
3rd year of employment \$14,116.00  
4th year of employment \$14,550.00

ARTICLE XXXIII - APPROPRIATION OF FUNDS

All wages and other financial benefits accruing to employees covered by this Agreement shall be specifically subject to their being allowed by law.



ARTICLE XXXIV - SEVERABILITY

If any provision of this Article is invalid under Federal law, or the Laws of the State of New Jersey, said provisions shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

ARTICLE XXXV - EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete Agreement between the parties, and embodies all 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 XXXVI - TERM OF AGREEMENT

1. This Agreement shall be in full force and effect from January 1, 1975, through and including the 31st day of December, 1976. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing not less than sixty (60) days prior to such expiration date.

2. 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 on this 30<sup>th</sup> day of January, 1976.

THE CITY OF ELIZABETH  
(New Jersey)

FIREMEN'S MUTUAL BENEVOLENT  
ASSOCIATION, BRANCH NO. 9

By: Thomas G. Dunn  
Thomas G. Dunn, Mayor

BY: Donald K. Selvey  
Robert M. Derry

ATTEST:

John J. Dwyer  
John J. Dwyer, City Clerk