

3-0003 ✓

20-04

1 1

A G R E E M E N T

BETWEEN

Elizabeth, City of

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

BRANCH NO. 9

AND

CITY OF ELIZABETH, NEW JERSEY

DATED: X APRIL 1, 1986 through MARCH 31, 1987

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION BRANCH NO. 9

| ARTICLE | | PAGE |
|---------|----------------------------|----------------|
| I | RECOGNITION | 1 |
| II | ASSOCIATION SECURITY | 2 |
| III | MAINTENANCE OF MEMBERSHIP | 3 |
| IV | CHECK OFF | 4 |
| V | BUSINESS LEAVE | 5 |
| VI | BULLETIN BOARDS | 6 |
| VII | GRIEVANCE PROCEDURE | 7 - 8 - 9 - 10 |
| VIII | WORK WEEK | 11 |
| IX | EXTRA TIME | 12 - 13 |
| X | HOLIDAYS | 14 - 15 |
| XI | LONGEVITY | 16 |
| XII | CLOTHING ALLOWANCE | 17 |
| XIII | INSURANCE | 18 - 19 |
| XIV | VACATIONS | 20 - 21 - 22 |
| XV | ACTING OFFICERS | 23 |
| XVI | LEAVE WITHOUT PAY | 24 |
| XVII | EXCHANGE OF SHIFTS | 25 |
| XVIII | FUNERAL LEAVE | 26 |
| XIX | SENIORITY | 27 |
| XX | BAN ON STRIKES | 28 |
| XXI | UNIFORMS AND MISCELLANEOUS | 29 |
| XXII | RULES AND REGULATIONS | 30 - 31 |

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION BRANCH NO. 9

| ARTICLE | | PAGE |
|----------------|---------------------------|--------------|
| XXIII | STANDARDS OF APPEARANCE | 32 - 33 - 34 |
| XXIV | EDUCATION | 35 |
| XXV | ASSOCIATION PRIVILEGES | 36 |
| XXVI | INJURY LEAVE | 37 |
| XXVII | SICK LEAVE | 38 |
| XXVIII | MANPOWER | 39 |
| XXIX | DISCIPLINE AND DISCHARGE | 40 |
| XXX | MILITARY CLAUSE | 41 |
| XXXI | ACCUMULATION OF TIME OFF | 42 |
| XXXII | MANAGEMENT RESPONSIBILITY | 43 - 44 |
| XXXIII | WAGES | 45 |
| | APPENDIX "A" | 46 |
| XXXIV | APPROPRIATION OF FUNDS | 47 |
| XXXV | SEVERABILITY | 48 |
| XXXVI | EMBODIMENT OF AGREEMENT | 49 |
| XXXVII | MISCELLANEOUS | 50 |
| XXXVIII | TERM OF AGREEMENT | 51 |

AGREEMENT entered into this *28th* day of *Oct.*, 1986 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, hereinafter referred to as the "Association."

ARTICLE I

RECOGNITION

1. The City hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all uniformed firemen, probationary firemen, and all other uniformed members of the City's Fire Department and employees of the Electrical and Mechanical Repair Bureau, but excluding the Chief, Deputy Chiefs, supervisors of repair and electrical bureaus, Battalion Chiefs, Captains and 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 refer to all persons represented by the Association in the above-defined negotiating unit.

ARTICLE 11

ASSOCIATION SECURITY

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 unit.

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 Association 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, c477), 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 such deductions.

ARTICLE III

MAINTENANCE OF MEMBERSHIP

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 and the City will not honor revocations from any employee covered by this provision except as provided herein.

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

ARTICLE IV

CHECK OFF

Upon receipt of written authorization, the employer shall deduct association dues weekly, on a pro rata basis, and shall remit the moneys collected to the Association once each month, not later than the 15th of the month. 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.

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 Association and 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 by mail to the Assignee's last known address, the City and its officers and employees shall be released from all liability to the employee-assignor and to the assignees under such agreement.

Dues deductions for any employee in the bargaining unit shall be limited to the Association, the majority representative.

ARTICLE V

BUSINESS LEAVE

1. Meetings between representatives of the City and of the Association 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.

2. Leave of absence with pay to attend and serve as delegates to convention of the Association 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 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 provision of N.J.S.A. 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 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 VI

BULLETIN BOARDS

The Association 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 VII

GRIEVANCE PROCEDURE

In the event that any difference or dispute should arise between the City and the Association 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 Association 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 Association only. However a grievance

ARTICLE VII

GRIEVANCE PROCEDURE (Continued)

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 Association.

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) days, the moving party may request the Public Employment Relations Commission or the New Jersey State of Board of Mediation to designate the arbitrator in accordance with their 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. The cost of the impartial arbitrator shall be final and binding. 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.

ARTICLE VII

GRIEVANCE PROCEDURE (Continued)

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 negotiation 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 XXII 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;

ARTICLE VII

GRIEVANCE PROCEDURE (Continued)

(g) Involves discipline or discharge of employees who have not satisfactorily completed the designated probationary period.

Nothing contained herein, whether arbitration or aggrieved employee from seeking redress through litigation in the courts.

ARTICLE VIII

WORK WEEK

1. It is agreed that the normal work week 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 work week 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

EXTRA TIME

1. Whenever an employee works in excess of his regularly assigned work week or work schedule in non-emergency detail as provided for in Article VIII, 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 (1 1/2) times the hourly rate which he received for his regularly assigned duty in accordance with the City ordinance.

2. (a) The Battalion Chief in charge of each tour shall establish a roster of the employees 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 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

ARTICLE IX

EXTRA TIME (continued)

1 hour) he shall receive one and one-half (1 1/2) hours of compensatory time off for each hour (or part hereof worked).

(d) Whenever possible, the City will make all reasonable efforts of paying overtime so that overtime money is paid to the employee in the week following the week during which the overtime is worked.

3. All employees working less than a forty-two (42) hour work week shall receive extra time in money for non-emergency detail at one and one-half (1 1/2) times their regular hourly base rate for all hours over eight (8) hours per day or for all hours after forth (40) hours per week, provided there shall be no pyramiding of overtime.

ARTICLE X

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 twelve (112) hours per calendar 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
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

ARTICLE X

HOLIDAYS (Continued)

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.

ARTICLE XI

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 employee's 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.

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 XII

CLOTHING ALLOWANCE

All employees of the Fire Department covered by this Agreement shall be entitled to an annual clothing allowance as follows:

The amount of \$400.00 per year payable the second pay period in April.

ARTICLE XIII

INSURANCE

1. All employees 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" of the New Jersey Blue Cross and Major Medical Insurance, the premiums of which shall be paid for 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 the cost of its eligible pensioners and their dependents in accordance with the provisions of Chapter 75, Public Laws of 1972;

(c) provide the 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 the 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.

ARTICLE XIII

INSURANCE (Continued)

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 or locally-administered retirement system effective after the date the employer adopted the State Health Benefits Program on a benefit based on 25 years or 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 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.

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 XIV

VACATIONS

1. The 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.

ARTICLE XIV

VACATIONS (Continued)

Should circumstances warrant, this provision may be waived by the Business Administrator and the Director upon mutual agreement with the Association.

4. The vacation period shall be the calendar year, from the first day of January to the 31st day of December. Vacations shall be scheduled throughout the calendar year. The Director shall schedule all vacations, 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 1st of the year prior to vacation year. By December 31st of the same year, the Deputy Chief of each tour shall post a list of the residual vacations of his tour. Subject to manpower needs, two-thirds (2/3) of the residual vacation requests must be used by June 15th, or the start of the summer vacation period.

By March 1st of the vacation year, Deputy 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, Deputy Chiefs of each tour shall post a list of the summer vacations of his tour.

ARTICLE XIV

VACATIONS (Continued)

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

5. Employees may take residual vacations (i.e., vacation days due employees which are in excess of the normal vacation stretch and amount to between six (6) and eight (8) working days depending on seniority, in two (2) day increments rather than all at one time). This is a voluntary program and is subject to the requirement of sufficient manning being available for the needs of the Fire Department.

6. In order not to jeopardize the efficiency of the department, the vacation 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 to December 31.

7. When the efficiency of the department is not jeopardized, every effort shall be made to give at least eight (8) consecutive working days during vacation during the (10) prime summer weeks commencing during the last week of June and ending during the first week of September, 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 XV

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, signal system repairman or senior electronics repairer 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 XVI

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 (2) 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 extension 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.

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

ARTICLE XVII

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 XVIII

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, brother-in-law, sister-in-law, grandparents and grand children of employee or spouse. 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 XIX

SENIORITY

Seniority is defined to mean the accumulated length of continuous service with the Department, computed from the last day 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 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 of justifiable reason for failing to give same;
- (d) absence for illness or injury for more than one continuous year
- (e) layoff for longer than eighteen (18) consecutive months.

ARTICLE XX

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, the parties hereto agree that there will not be and that the Association, 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 Association shall not be held liable for unauthorized acts of unit employees.

ARTICLE XXI

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 fire fighting, fire prevention, rescue, salvage, care and 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 on a standby basis. However, the Union and employees agree to perform all customary functions related to fire fighting in such community.

4. During non-working hours, an employee shall leave a telephone number or address at which he can be contacted. Said employee is subject to emergency recall under the terms of this agreement.

ARTICLE XXII

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 Association and opportunity for discussion of the rules and regulations shall be afforded to the Association.

Except as herein provided, 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 instructions, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article VII of this contract.

ARTICLE XXII

RULES AND REGULATIONS (Continued)

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 XXIII

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 tolerance set forth represents a conciliation between the current acceptance of fuller and longer male hair styling and the need for establishing clearly defined limits which 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 Scott Aviation Company and the American National Standard Practices for Respiratory Protection.

2. REQUIREMENT

The standards are defined and are a compilation of recommendations made by Battalion Chiefs after consultation with Union representatives in accordance with Article XXII of the contract now in existence between the City and the Association. 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:

ARTICLE XXIII

STANDARDS OF APPEARANCE (Continued)

A. HAIR

- (1) The style shall be of medium length and fullness with a maximum length of 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 1/2" from the tip of the ear lobe.
- (2) The extent for growth shall be limited to 1/2" below the line of the corner of the mouth.
- (3) The growth shall not be more than 1/4" in depth.

C. MUSTACHE

- (1) The pattern shall be neatly trimmed.
- (2) The extent of growth shall be limited to 1/2" below the line of the corner of the mouth.
- (3) The thickness shall be 1/4" 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 the lower jawbone area are prohibited.

E. Except for the areas of facial hair growth

ARTICLE XXIII

STANDARDS OF APPEARANCE (Continued)

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 face piece to face seal in the use of respiratory equipment shall be permitted.

ARTICLE XXIV

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 moneys are to be allotted for taking science courses would be subject to agreement between the Director and the employee prior to any commitment.

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 XXV

ASSOCIATION PRIVILEGES

1. The Association shall have the right to use fire houses at all reasonable hours for Association 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 Association within 24 hours of their promulgation.

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

4. Whenever any employee is required to appear before a superior officer concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or his total salary, then the employee and the Association shall be given prior notice of the meeting or interview and the employee shall be entitled to have a representative of the Association present to advise and represent him or her during such meeting or interview.

ARTICLE XXVI

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 workers 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 XXVII

SICK LEAVE

The present sick leave plan pertaining to non-occupational injuries and illness shall continue in effect for the duration of this Agreement. The City may require proof of illness of any employe on sick leave.

ARTICLE XXVIII

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. 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 Director or Chief within ten (10) 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 XXIX

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 Association, with permission of the employee, shall have the right to file a complaint, which must be in writing, with the City within ten (10) work days 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 absolute.

ARTICLE XXX

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, 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 XXXI

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 (1) hour segments. This means if an employee 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 (3) 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 X of this contract.

ARTICLE XXXII

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 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 select and direct 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 reasons of economy, firemen will be laid off in inverse order of their seniority in the Fire Department.

ARTICLE XXXII

MANAGEMENT RESPONSIBILITY (Continued)

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 a 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 Association and City agree, if required, to jointly seek a declaratory judgment or by P.E.R.C. procedures a determination as to the validity of said Article XXXII Section (B) and further agree to modify said provision to comply with such interpretation if in any way such modification is required.

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

ARTICLE XXXIII

WAGES

The wage rates for covered employees shall be as set forth in Appendix "A" attached hereto.

APPENDIX "A"

Effective April 1, 1986 through December 31, 1986:
(6.05% Increase)

Title: Firefighter, Fire Signal System Repairer and
Senior Electronics Repairer

| | |
|--|-------------|
| 1st year of employment | \$22,859.00 |
| 2nd year of employment | 23,930.00 |
| 3rd year of employment | 25,003.00 |
| 4th year of employment | 26,076.00 |
| 5th year of employment and thereafter | 27,148.00 |

Effective January 1, 1987 through March 31, 1987
(2.0% Increase)

Title: Firefighter, Fire Signal System Repairer and
Senior Electronics Repairer

| | |
|--|-------------|
| 1st year of employment | \$23,316.00 |
| 2nd year of employment | 24,409.00 |
| 3rd year of employment | 25,503.00 |
| 4th year of employment | 26,598.00 |
| 5th year of employment and thereafter | 27,691.00 |

ARTICLE XXXIV

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 XXXV

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 XXXVI

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 XXXVII

MISCELLANEOUS

1. The City agrees to advise the employees of the nature of the substances which they are required to come in contact with in such programs as the Chemical Pollution Removal Program so that employees may competently guard against dangers inherent in said substances and so that reasonable provisions may be made for protective clothing and devices with respect to such substances.

2. The City agrees to improve accommodations for the fire watch conducted by the firemen at the Chemical Pollutant Dump site. It has been agreed that providing a van (trailer) at the dump site constitutes such an improvement.

ARTICLE XXXVIII

TERM OF AGREEMENT

1. This Agreement shall Be in full force and effect from April 1, 1986 and including the 31st day of March 1987. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth 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 either party 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.

CITY OF ELIZABETH

| |
|------------------------|
| APPROVED AS TO FORM |
| <i>[Signature]</i> |
| PHYSICAL CONDITIONS |
| TERMS & CONDITIONS |
| <i>[Signature]</i> |
| DESCRIPTION |

IN WITNESS WHEREOF, the parties have caused their names to be signed on this *28th* day of *October*, 1986

CITY OF ELIZABETH, NEW JERSEY

Attest:

[Signature]
JOHN J. DWYER, CITY CLERK

BY: *[Signature]*
THOMAS G. DUNN, MAYOR

FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION, BRANCH NO. 9

BY: *[Signature]*
VICE PRESIDENT

BY: *[Signature]*
PRESIDENT