

**A G R E E M E N T**

**BETWEEN**

**THE CITY OF ENGLEWOOD**

**AND**

**IAFF No. 3263  
(FIRE OFFICER'S GROUP)**

---

**JANUARY 1, 2000 through DECEMBER 31, 2004**

---

*Robert L. Berwick 8-17-00*  
*Ray J. [unclear]*

I N D E X

<u>ARTICLE</u>	<u>PAGE</u>
PREAMBLE . . . . .	1
1 RIGHTS OF UNION AND CITY . . . . .	2
II FIRE OFFICERS GROUP NEGOTIATIONS COMMITTEE ITS RIGHTS AND DUTIES . . . . .	4
III MANPOWER . . . . .	6
IV HOURS OF WORK AND OVERTIME . . . . .	7
V SALARIES . . . . .	12
VI HOLIDAYS . . . . .	13
VII CLOTHING ALLOWANCE . . . . .	14
VIII INSURANCE . . . . .	15
IX VACATIONS . . . . .	16
X LEAVES OF ABSENCE . . . . .	18
XI GRIEVANCE PROCEDURE AND ARBITRATION . . . . .	23
XII SENIORITY . . . . .	26
XIII MISCELLANEOUS . . . . .	27
XIV TERM OF AGREEMENT . . . . .	32
ADDENDUM A . . . . .	33

PREAMBLE

THIS AGREEMENT, effective as of the 1st day of <sup>August 2000</sup> ~~January~~, 1996, RCM  
by and between the CITY of ENGLEWOOD, a municipal corporation  
situated in the County of Bergen, State of New Jersey, hereafter  
referred to as the "CITY", and IAFF LOCAL NO. 3263, (FIRE OFFICER'S  
GROUP), hereafter referred to as the "FIRE OFFICER'S GROUP" is  
designed to maintain and promote a harmonious relationship between  
the City and such of its employees who are within the provisions of  
this agreement, in order that more efficient and progressive public  
service may be rendered.

ARTICLE 1

RIGHTS OF UNION AND CITY

Section 1. The City hereby recognizes IAFF Local No. 3263 Fire Officer's Group as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all Supervisory Officers, including specializations, of the City of Englewood Fire Department, but excluding all other employees of the City of Englewood.

Section 2. Unless otherwise indicated, the terms "Officers"; "Employee" or "Employees", when used in this agreement refer to all persons represented by the Fire Officers in the above-defined negotiating unit.

Section 3. The City and the Fire Officer's Group hereby agree that the Fire Officers Group has the right to negotiate for Superior Officers as to rates of pay, hours of work, and other terms and conditions of employment.

Section 4. Except as modified by this agreement, it is the right of the City to determine reasonable standards of service to be offered by its employees, determine the standards of selection for employment, determine manpower requirements, direct its employees, take disciplinary action for just cause, maintain the efficiency of its operations, determine the methods, means and personnel by which its operations are to be conducted, determine the content of job classifications, schedule the hours, take all necessary actions to carry out its mission in emergencies, exercise

control over its organization and the technology of performing its work.

Section 5. Except as otherwise specified herein, all references to "Chief" shall, in the absence of the "Chief", be deemed to mean "Deputy Chief".

ARTICLE II

FIRE OFFICERS GROUP NEGOTIATIONS COMMITTEE

ITS RIGHTS AND DUTIES

Section 1. Those employees (not to exceed one from each group) serving as members of the Fire Officers Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and the Fire Officers Group for the purpose of negotiating the terms of this Agreement, when such meetings take place at a time during which such members are scheduled to be on duty. However, such employees shall, if required, provide their own replacement, such replacement to be paid for by the City at straight time or receive compensatory time at straight time.

Section 2. There shall be two (2) members of the Fire Officers Group Grievance Committee granted leave from duty with full pay for all meetings between the City and the Fire Officers Group for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty. However, such employees shall, if required, provide their own replacement, such replacement to be paid for by the City at straight time or receive compensatory time at straight time.

Section 3. Association Business Leave

a. One designee of the Association shall be granted reasonable leave from duty with pay for one Association meeting per month for the performance of the duties of his office, subject to the approval of the Chief, which shall not be unreasonably

withheld, and upon at least forty-eight (48) hours advance request to the Office of the Chief of the Department.

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

c. Officers shall provide substitutions for duty and acting out of title shall not apply.

ARTICLE III

MANPOWER

Section 1. Acting Officers

a. Whenever any officer is required to serve as an acting officer higher than his current rank on an hour-for-hour basis (full hours only), he shall receive the rate of pay for that higher title which duty he is performing, for that period of time, providing member submits working out-of-title slips during each posted overtime payroll period as per past practice. The rate of pay for a Lieutenant acting in the Captain's capacity shall be that of a Step 1 Captain. This shall not apply to mutual exchanges of time for purposes of substitutions or replacements. Failure to notify as above will result in forfeiture of payment.

b. The Chief or Officer in Charge may, if required, designate the Acting Officer in the absence of an officer at the start of or during each shift.

Section 2. Evaluations

All supervisors shall evaluate their subordinates at least twice a year.



ARTICLE IV

HOURS OF WORK AND OVERTIME

Section 1. Hours of Work

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

SCHEDULE A

HOURS OF WORK AND STANDBY

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

Section 2. Overtime

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

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

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

b. The normal work week for employees governed by this Agreement and who are referred to as "day workers" shall be a five (5) day work week with hours from 9:00 a.m. to 5:00 p.m. Such schedule shall include call as is the prior practice.

c. When an officer is required to appear on City business on off-duty time he shall be paid at his time and one-half rate.

### Section 3.

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

b. Officers responding to a recall shall receive a guaranteed (minimum) of five (5) hours at time and one-half their hourly rate if the response to recall is within thirty (30) minutes or less from the time of notification by pager or telephone by the employer. If the response to the recall is in excess of thirty (30) minutes and the fire is still in progress, payment for response to recall shall be at time and one-half, minute for minute, without guaranteed number of hours.

Those officers responding to a recall before 7:30 a.m. or

5:30 p.m. whose regular shift follows shall be entitled to a meal time of one (1) hour and thirty (30) minutes.

Those officers responding to a recall after 7:30 a.m. or 5:30 p.m. whose regular shift immediately follows shall not be entitled to a meal time.

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

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

e. Officers shall remain on stand-by as per Schedule A of Section 1. Officers responding to call back while on standby shall receive a minimum of five (5) hours guaranteed at the premium rate of time and one-half for each call back provided that the officer answers the call within thirty (30) minutes of the pager or telephone notification. Time required beyond the minimum call back period shall be minute-for-minute at the time and one-half rate without any minimum.

f. For the purpose of this section, a call-back shall mean the required return to headquarters, while on standby, not in

conjunction with the required return of the entire Department or group. A recall shall mean the required return to Headquarters, while on standby, not in conjunction with the required return of the entire Department or group. A recall shall mean the required return to headquarters whether or not on standby, in conjunction with the required return of the entire department or group.

Section 4. Penalties

It is recognized by the parties that Officers have a moral obligation to respond to fires when on standby duty. However, toward achieving more cooperation between the officers and the City, the City agrees to moratorium of the penalties as per past practices, for failure to respond to a fire when on standby. It is further understood that if the moratorium fails to achieve its goal that the penalty system will be submitted to expedited arbitration. The moratorium will be reviewed each month by the Chief of the Fire Officers Committee to determine its success or failure. Modifications by mutual agreement of the parties will be made to fit the needs of the situation. It is further understood that there will be no discrimination in the exercising of penalties. If the parties fail to agree, the matter of penalties will be submitted to arbitration. All grievances arising out of past penalties are dropped by mutual agreement.

Section 5. Beeper System

The City agrees to the installation of a beeper system to effectuate recall and call-in. The City agrees to continue the paging system in connection with recall. Said system shall have a

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

ARTICLE V

SALARIES

Section 1. Schedule of Salaries

Annual salaries for the employees covered by this Agreement effective on the dates and years indicated shall be as set forth in Addendum A.

Section 2.

a. The employees covered hereunder shall be paid pursuant to a bi-weekly system.

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

c. The first paycheck of each year shall be paid no later than January 14 of each year and shall include all pay due and owing from January 1 of that year.

ARTICLE VI

HOLIDAYS

Section 1. Holidays Per Year

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

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

c. Holiday pay will be computed on the basis of ten (10) hours pay and shall be based on each employee's yearly salary, including longevity.

Section 2. Holiday Payments.

a. All employees, may, at their option, take the balance of the holiday benefit either in cash or days off in lieu of the cash payment.

b. If in cash, such will be payable on or before December 1st of each year.

c. The "steady day personnel" shall work the following holidays:

Veteran's Day	Lincoln's Birthday
Election Day	Washington's Birthday
Good Friday	Columbus Day

ARTICLE VII

CLOTHING ALLOWANCE

Section 1. Annual Allowance

a. The clothing allowance for officers shall be Three Hundred Fifty (\$350.00) Dollars per year. Effective January 1, 1997 the annual clothing allowance shall be Four Hundred (\$400.00) Dollars. Said annual clothing allowance shall be payable annually on or before March 15th of each year.

Section 2. Replacement

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

Section 3. Reimbursement Fund

The City shall deliver to the IAFF (Fire Officer's Group) the sum of Five Hundred (\$500.00) Dollars each year to be administered by the IAFF (Fire Officer's Group) as a fund for the replacement of a personal property of members in the bargaining unit.

Section 4. Annual Uniform Inspection

Clothing found to need replacement an/or repair during the annual uniform inspection shall be purchased an/or repaired within three (3) months of receipt from the city of the clothing allowance check. Other clothing found in need of replacement and/or repair shall be purchased and/or repaired as needed.



ARTICLE VIII

INSURANCE

Section 1. Comparable Benefits

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

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

1/ The retiree shall provide proof of ~~insurance~~ <sup>age</sup> to the city.

2/ The payment made by the City to the ~~retiree~~ <sup>insurance carrier</sup> on a periodic basis (monthly, quarterly, etc.) ~~at the option of the employee.~~

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

The parties agree that employees who retired in 1990 and elect to maintain health insurance coverage by paying the 1990 premium, shall receive the above retiree coverage paid by the City effective January 1, 1991.

ARTICLE IX

VACATIONS

a. All employees shall receive twenty-four (24) working days vacation leave which the employee may utilize in segments, provided any such segment of vacation does not exceed twelve (12) working days within the period delineated in subsection (c) below unless approved by the Chief of the Department or his designee.

b. Procedures for choosing officers

1. Seniority of Captains in rank shall be the basis for determining preference of vacation weeks.

2. Seniority of Lieutenants on assigned group shall be the basis for determining preference of vacation weeks. Employees with the same seniority shall draw for order to pick their platoons.

c. Employees shall have the option to split vacations into periods of not more than 12 days, provided however, that between June 15 and September 15, vacations must be so split.

d. If no Officer of a group is on vacation during any full vacation tour and an officer of such group desires a change from his scheduled vacation period, same may be accomplished by an appropriate request to the Chief, and subject to his approval, provided there is two (2) weeks advance notice.

e. An employee is entitled to vacation leave at the time of retirement shall receive the earned vacation which has not been taken, effective thirty (30) days prior to the date of retirement.

f. In the event that an employee is entitled to vacation leave at the time of his death, his widow or his estate shall

receive the earned vacation pay on the same basis as an employee who is retiring.

g. No more than one man from each group shall be on vacation at one time, provided however, that upon the approval of the Chief or his designee, which approval shall not be unreasonably withheld, up to two captains may be on vacation at the same time. All employees shall have their first selection before any employee makes a second selection of vacation. Vacation leave shall be granted on a year-round basis subject to the approval of the Fire Chief.

h. The Fire Prevention Officer shall pick vacations separately from group officers.

i. Up to fourteen (14) hours of recall time may be taken in conjunction with vacation leave.

ARTICLE X

LEAVES OF ABSENCE

Section 1. Funeral Leave

a. Special leave of absence with pay of four (4) consecutive working days immediately following the death, unless there are extenuating circumstances causing a delay in the funeral, shall be granted to any member of the department in case of death within his immediate family.

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

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

Section 2. Personal Leave

Officers shall have the following personal leave with pay:

a. Five (5) personal days per year not chargeable to sick leave upon approval of the Chief.

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

c. Personal days may be taken in conjunction with vacation.

d. Requests for personal leave shall be granted subject to approval of the Chief, which request will not be unreasonably denied.

e. In addition to the foregoing, if an employee shall

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

f. Personal days may be granted on all holidays except Christmas Day with the prior approval of the Chief.

g. Requests for personal days shall not be unreasonably denied.

### Section 3. Sick Leave - Definition

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

#### b. Sick leave Allowance

1. Each permanent employee of the Department shall be granted sick leave with pay of 15 days per year.

#### c. Sick Leave Accumulation

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

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

#### d. Charges to Sick Leave

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

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

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

3. Sick leave shall be charged in the amount of one-half ( $\frac{1}{2}$ ) day for hours off equal to one-half ( $\frac{1}{2}$ ) or less of the hours which an employee would have been required to work on the day he applied for sick leave, and a full day for more than one-half of such hours.

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

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

#### Section 4. Terminal Leave

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

a. For those employed at least twenty-five (25) years (or retired on disability pension) or die while still in the employ of the City of Englewood, one hundred (100%) percent of accrued sick leave or three (3) months salary, whichever is greater.

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

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

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

e. Payment of terminal leave benefits as hereinabove set forth shall be made to the spouse or estate upon the death of an officer.

f. Accumulated sick days and unused vacation days shall be computed on the basis of a 10 hour workday.

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

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

Section 5. Work Related Sick Leave

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

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



ARTICLE XI

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Procedure

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

STEP 2 - If no satisfactory agreement is reached within five (5) working days, then the grievance shall be reduced to writing and submitted to the Deputy Chief who shall conduct an informal conference if he deems it necessary.

STEP 3 - If no satisfactory agreement is reached within five (5) working days, then a conference will be arranged with the Chief of the Department or, in the absence thereof, the Director of Public Safety.

STEP 4 - Should no acceptable agreement be reached within an additional five (5) working days, then the matter shall be submitted to the City Manager or his designee who may conduct a further conference if he deems it necessary. He shall submit his decision in ten (10) days.

STEP 5 - ARBITRATION

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

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

Employees have the right to representation by an official of the Union in Steps 1, 2, 3, 4 and 5.

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

## Section 2. General Provisions

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

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

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

*grievance may be processed to the next step.*

ARTICLE XII

SENIORITY

Time in grade shall be used for seniority purposes. An employee's length of service shall not be reduced by time lost due to authorized leave of absence for illness or injury. Seniority shall be used for the purposes of selecting vacations.

ARTICLE XIII

MISCELLANEOUS

Section 1.

Employees covered by this Agreement may only be assigned to perform any duty which is related to firefighting, fire alarm, fire prevention, rescue, salvage, overhaul work, care and maintenance of firefighting equipment and code enforcement program.

Fire superiors shall supervise the code enforcement program.

The inspection duties of the Fire Officers will be based on the Fire Prevention Code and fire-related aspects of the other Codes. In addition, Fire Officers will report other violations they observe to the Chief Inspector, or Deputy Chief Inspector.

The Englewood Fire Officers Group will establish a three member subcommittee to work out details of the program as it evolves with the Department Head, the Deputy Chief and the Chief Inspector.

Section 2.

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

Section 3.

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

Section 4.

The City shall provide and maintain automobile liability

insurance for all vehicles of the Fire Department and general liability insurance, and further shall provide for the coverage by such policies of all employees in the unit, provided however that nothing herein contained shall prevent the City from providing the foregoing coverage subject to any contingencies, exclusions or deductibles recognized by law.

Section 5. Academic Education Incentive

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

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

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

It is understood that each member who attends a recognized institution as aforesaid shall do so during his off-duty time and

at no expense to the City.

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

a. Such members shall continue to receive educational incentive pay which they are receiving as of July 1st, 1978, and shall receive additional educational incentive pay , as set forth below for such additional courses which were completed by September 13, 1978.

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

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

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

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

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

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

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

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

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

#### Section 6. Firematic Courses

Officers will be allowed to attend Firematic courses with the approval and at the discretion of the Fire Chief. Attendance may take place when the officer is on duty, providing there does not exist a manning problem and that the individual attend the session and then return to finish the tour of duty. Furthermore, there will be an attempt to equalize among the officers the opportunity to attend such courses.

#### Section 7. Agency Shop

The Union shall be allowed to collect eighty-five (85%) percent of their normal monthly dues from all fire officers who are eligible for membership in IAFF No. 3263 but have declined



membership. This clause shall be consistent with New Jersey State Statute and shall remain in effect as long as statute in law.

Section 8. Prior Practices and Conditions

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

ARTICLE XIV

TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of January 1, 2000, and shall remain in full force and effect until December 31, 2004, and thereafter from year to year until terminated or modified. If either party wishes to terminate, amend, or otherwise modify the terms and conditions at the time of expiration, it must notify the other party in writing not less than sixty (60) days prior to such expiration date.

Section 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 this Agreement shall terminate ten (10) days following receipt of such notice.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals this 17<sup>th</sup> day of August, 2000.

CITY OF ENGLEWOOD

IAFF NO. 3263  
(FIRE OFFICER'S GROUP)

Robert L. Benecke  
Robert L. Benecke  
City Manager/CFO 8-17-00

John McLoughlin  
John McLoughlin

Bettina L. Rance  
Bettina L. Rance  
City Clerk

Joseph F. Sullabell  
Joseph F. Sullabell

**ADDENDUM A**

	<u>01/01/00</u>	<u>01/01/01</u>	<u>01/01/02</u>	<u>01/01/03</u>	<u>01/01/04</u>
<b><u>Lieutenant:</u></b>					
1 <sup>st</sup> Step	68,669	71,416	74,273	77,244	80,141
2 <sup>nd</sup> Step	75,979	79,018	82,179	85,466	88,671
3 <sup>rd</sup> Step	77,789	80,901	84,137	87,503	90,784
<b><u>Captain:</u></b>					
1 <sup>st</sup> Step	80,077	83,280	86,611	90,075	93,453
2 <sup>nd</sup> Step	81,649	84,728	88,117	91,642	95,079
3 <sup>rd</sup> Step**	83,361	86,695	90,163	93,770	97,286

\*\* Employees in this step and title shall receive an additional three hundred (\$300.00) dollars annually to be paid in the employee's regular periodic paycheck in recognition of the recurring duties of serving as the sole superior officer on duty.

263  
8-17-00  
[Signature]

CITY OF ENGLEWOOD  
ORDINANCE NO. 00-16

NOTICE IS HEREBY GIVEN that the following ordinance was introduced at a Regular Formal meeting of the Council of the City of Englewood on May 16, 2000, and that said Ordinance will be further considered for final passage at a meeting of the Council to be held in the City Hall Conference Room, Englewood, Bergen County, New Jersey, on Wednesday, the 7<sup>th</sup> day of June, 2000, at 8:00 p.m. or as soon thereafter as the matter can be heard.

Bettina L. Rance  
City Clerk

ORDINANCE NO. 00-16

AN ORDINANCE FIXING SALARIES OF THE SUPERIOR OFFICERS OF THE FIRE DEPARTMENT OF THE CITY OF ENGLEWOOD EFFECTIVE FOR THE YEARS 2000, 2001, 2002, 2003, AND 2004

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ENGLEWOOD, BERGEN COUNTY, NEW JERSEY, as follows:

Section 1. The annual base salaries for those members of the Fire Department of the City of Englewood hereinafter listed shall be as follows, effective as of the years and dates indicated below.

	<u>1/1/00</u>	<u>1/1/01</u>	<u>1/1/02</u>	<u>1/1/03</u>	<u>1/1/04</u>
<u>Lieutenant</u>					
Step 1	68,669	71,416	74,273	77,244	80,141
Step 2	75,979	79,018	82,179	85,466	88,671
Step 3	77,789	80,801	84,137	87,503	90,784
<u>Captain</u>					
Step 1	80,077	83,280	86,611	90,075	93,453
Step 2	81,649	84,728	88,117	91,642	95,079
Step 3	83,361	86,695	90,163	93,770	97,286

Section 2. Fringe benefits, including medical insurance, and all other elements of compensation shall be paid as specified in the collective negotiation agreement between the City of Englewood and the Fire Officers Group. The City Manager is hereby authorized to execute the collective bargaining agreement with the Fire Officers Group.

Section 3. No fringe benefit or additional compensation or other term or condition of employment in effect as of the date of this ordinance whether provided by a previously adopted ordinance of the City, by a collective negotiation agreement, or otherwise, shall be reduced by this ordinance, and any such provisions shall remain in full force and effect except to the extent that it is specifically changed by ordinance or by the collective negotiation agreement.

Section 4. The annual salaries set out herein shall be paid on a pro rate basis to any person who shall hold any of the above named positions for less than a full calendar year.

Section 5. The Fire Chief and Deputy Fire Chief shall be paid in strict accordance with the Unclassified Salary Ordinance. No other element of the annual compensation of the Fire Chief or Deputy Fire Chief shall exceed those provided for those employees in the Superior Officers Association.

Section 6. The salaries set out in this ordinance shall become effective, retroactively, as of the effective dates specified in Section 1, and shall apply only to those persons in the employ of the City on the dates when this ordinance becomes effective as specified in Section 6 and shall remain in effect unless and until changed by subsequently adopted ordinance.

Section 7. This ordinance shall become effective immediately upon passage and publication as required by law.

#726  
Press Journal  
May 18, 2000  
Fee: \$51.00

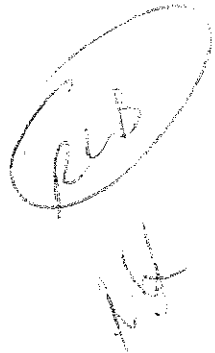
CITY OF ENGLEWOOD  
ORDINANCE NO. 00-16

AN ORDINANCE FIXING SALARIES OF THE SUPERIOR OFFICERS OF THE FIRE DEPARTMENT OF THE CITY OF ENGLEWOOD EFFECTIVE FOR THE YEARS 2000, 2001, 2002, 2003, AND 2004

I HEREBY CERTIFY that the foregoing is a true copy of the title of an Ordinance adopted by the Council of the City of Englewood, New Jersey, on June 7, 2000.

Bettina L. Rance  
City Clerk

#796  
Press Journal  
June 8, 2000  
Fee: \$7.82



SIDEBAR AGREEMENTS

1. The City of Englewood and the IAFF Local #3260 hereby agree to engage in mutual efforts to improve services in the Fire Department.
2. All Delegates and life members of the New Jersey State Relief Association shall be granted leave to attend the Association convention. Delegates and life members shall also be excused from any scheduled complete shift that occurs 24 hours before and after the convention for travel. Travel time shall include Thursday 8:00 a.m. through Monday 8:00 a.m.
3. An employee shall be excused from duty, chargeable to the employee's sick time, for indefinite amount of time, limited to only the amount of sick time accrued by the employee, due to illness, injury or other incapacity of any immediate family member as defined in Article X(4)(b), without having to provide a note from a physician.
4. The parties agree that if the City institutes the First Responder Program, the vehicles shall be staffed ~~exclusively~~ by members of the Englewood Fire Department. Before such program is instituted, the parties agree to reopen the contract solely for the purpose of negotiating wages, hours and other terms and conditions of employment relating solely to this program. This section shall expire on December 31, 2004.

*Handwritten initials: R-B, A, J*

*Handwritten initials: RLB*

*Handwritten initials: R-B*