

AGREEMENT

BETWEEN

THE CITY OF EAST ORANGE, NEW JERSEY

and

EAST ORANGE FIRE OFFICER'S ASSOCIATION (DEPUTY CHIEFS)

\*\*\*\*\*

JULY 1, 1999 to JUNE 30, 2006

**TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
PREAMBLE.....	1
I RECOGNITION.....	1
II ASSOCIATION BUSINESS LEAVE.....	1
III GRIEVANCE PROCEDURE.....	2
IV STAFFING.....	3
V WORK WEEK.....	4
VI HOLIDAYS.....	4
VII CLOTHING ALLOWANCE.....	4
VIII INSURANCE.....	5
IX VACATIONS.....	6
X ACTING OFFICERS.....	6
XI SICK LEAVE/SUPPLEMENT COMPENSATION.....	6
XII LEAVE OF ABSENCE.....	8
XIII SENIORITY.....	9
XIV ASSOCIATION PRIVILEGES.....	10
XV DISCIPLINE AND DISCHARGE.....	10
XVI WAGES.....	11
XVII LONGEVITY.....	11
XVIII OVERTIME.....	12
XIX MANAGEMENT'S RIGHTS AND RESPONSIBILITIES.....	12

XX	SAVINGS CLAUSE.....	13
XXI	MISCELLANEOUS.....	13
XXII	ASSOCIATION ACTIVITIES .....	14
XXIII	CHECK-OFF .....	15
XXIV	ASSOCIATION SECURITY.....	15
XXV	MILITARY CLAUSE .....	16
XXVI	TERM OF AGREEMENT .....	17

## **PREAMBLE**

**THIS AGREEMENT** entered into this     day of 2003, by and between the CITY OF EAST ORANGE, NEW JERSEY, hereinafter referred to as the "City", or the Employer, and EAST ORANGE FIRE OFFICER'S ASSOCIATION, hereinafter referred to as the "Association".

## **ARTICLE I** **RECOGNITION**

1. The City hereby recognizes the Association as the sole and exclusive representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all Deputy Chiefs, Chief Fire Alarm Officer, Chief of Fire Apparatus, and Chief of Community Relations, in the East Orange Fire Department.

2. Unless otherwise indicated, the terms "Deputy Chief", "Deputy Chiefs", "Chief Fire Alarm Officer", "Chief of Fire Apparatus", "Chief of Community Relations", "Employee", or "Employees" when used in this Agreement refer to all persons represented by the Association in the above defined negotiating unit.

3. Unless otherwise indicated, the term "Board", when used in this Agreement, refers to - tile Board of Fire Commissioners of the City of East Orange, New Jersey.

## **ARTICLE II** **ASSOCIATION BUSINESS LEAVE**

1. Two (2) members of the Association Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and the Association for the purpose of negotiating the terms of the Agreement, when such meetings take place at a time during such members are scheduled to be on duty. Whenever practicable, such meetings shall be scheduled to be held during the non-working time of the members of the Association Negotiating Committee.

2. Two (2) members of the Association Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the Association for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty. Wherever practicable, such meetings shall be scheduled to be held during the non-working time of the members of the Association Grievance Committee. The Association agrees that each of the two (2) members of the Association Grievance Committee shall be from a different shift.

3. The President and/or one (1) designee of the Association shall be granted reasonable leave from duty with full pay whenever necessary for the performance of the duties of their respective offices, provided such leave does not interfere with the efficient

operation of the Department and advance request is made to the Chief for the same.

4. It is expressly understood that all leaves are subject to the requirement that same do not interfere with emergency requirements of the Department.

### **ARTICLE III** **GRIEVANCE PROCEDURE**

1. **Definition:** A "Grievance" within the meaning of the grievance procedure shall be defined as any difference or dispute between the City and any employee covered by this Agreement or the Association with respect to the interpretation, application or alleged violation of any of the provisions of this Agreement. Minor discipline which results in a penalty of five (5) days of suspension, or equivalent fine, or any lesser disciplinary penalty shall be a proper subject of this Grievance or Arbitration Procedure. A grievance to be considered under this procedure must be initiated within ten (10) working days from the time when the employee and Association knew or should have known of its occurrence.

a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.

b. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance has been fully determined.

2. **STEP ONE:** The grievance shall be taken up first with the Chief in an attempt to resolve the matter informally at that level. If, as a result of the foregoing discussions, the matter is not resolved within five (5) calendar days, it shall within an additional five (5) calendar days be set forth in writing to the Chief specifying in detail the nature of the grievance. Should no acceptable agreement be reached within an additional ten (10) calendar day period after the receipt of the written grievance by the Chief, the matter may be referred to arbitration as set forth below<sup>1</sup> by the City or the Association only. If the aggrieved is a permanent employee, he may, in lieu of arbitration, elect to pursue all remedies afforded by the provisions of the Civil Service Act.

3. **STEP TWO:** In lieu of submitting the grievance to the New Jersey Department of Personnel, resort may be had to the remedies in this step, provided, however, that such action must be initiated within ten (10) calendar days of the time the answer was received or considered due in Step Three. The appeal must be made in writing reciting the matter submitted to the Chief as specified above. No matter shall be deemed grievable or arbitrable where the ultimate decision must be made by any agency having exclusive jurisdiction over the issue, as for example, a determination by

the, Board of Trustees of the New Jersey Police and Firemen's Retirement System as to disability.

The following procedure will be used to secure the services of an arbitrator:

a. A request will be made to the Public Employment Relations Commission to submit to the parties a roster of persons qualified to function as an arbitrator in the dispute in question and for the selection of an arbitrator in accordance with its rules and regulations;

b. The rules and procedures of the Public Employment Relations Commission shall be followed by the arbitrator. The decision of the arbitrator shall be in writing and set forth his findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be final. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. He shall have no power to add to or subtract from or modify any of the terms of the Agreement, nor shall he in any case have power to rule on any issue or dispute not expressly covered by or excepted from the definition of a grievance as contained in this Article or excepted from this grievance procedure by any other provision of this Agreement;

c. The City and the Association shall assure the employee freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievance;

d. Costs.

(1) Each party will bear the total cost incurred by themselves;

(2) The fees and expenses of the arbitrator are the only costs which shall be shared by the two (2) parties, and such costs will be shared equally.

e. The right to request arbitration shall be limited to the parties to this Agreement, and either party may demand arbitration

#### **ARTICLE IV** **STAFFING**

No Company shall be in service unless the complement is at least three (3) employees, including an Officer or Acting Officer, if any. No Company shall be in service without the presence of an officer or Acting Officer on the call.

**ARTICLE V**  
**WORK WEEK**

1. It is agreed that the normal work week for unit employees shall be the 24/72 work schedule.
2. Present work schedules for staff positions shall be maintained during the duration of this Agreement.

**ARTICLE VI**  
**HOLIDAYS**

1. Employees shall receive fourteen (14) days paid holidays per year. Holiday pay will be computed by multiplying on the regular hourly rate by twelve (12) hours. Holiday pay will be paid on the first regular pay day in December.
2. Holiday pay shall be incorporated into each employee's base wages for purposes of pensionable earnings. The City shall indicate payment in the pay period for when the holiday occurs, however, the City shall withhold the net amount of the employee's compensation and shall distribute the net amount of all fourteen (14) holidays in accordance with Section 1 herein above.

**ARTICLE VII**  
**CLOTHING ALLOWANCE**

All Employees covered by this Agreement shall be entitled to an annual clothing allowance of \$525.00 payable in two (2) installments of \$262.50 each. Payments shall be made on January 1 and July 1 of each year. Employees may wear their work uniforms to work, said uniforms to be in compliance with department regulations.

**ARTICLE VIII**  
**INSURANCE**

1. The City shall provide to all employees covered by this Agreement and their families a level of benefits which is equal to better than the benefits provided by the State Health Benefits Program as of 1996, except as follows:

- a. Effective July 1, 2002, the City shall provide a co-pay prescription plan for each covered employee and his/her dependents as follows: \$5.00 for generic prescriptions and \$10.00 for brand name prescriptions.
- b. Effective July 1, 2002, the employee shall pay a \$10.00 co-pay for each HMO doctor visit.

2. All employees covered by this Agreement shall be entitled to coverage under Unity Dental Care Insurance Program. The City to pay only the cost of the premiums for the individual employee and his/her spouse, and children, if any.

3. The New Jersey State Disability Insurance Program if adopted to any extent by East Orange shall be applicable to employees represented by the Association, effective upon the execution of this Agreement.

4. The City has adopted the AFLAC plan and the parties agree that the City will offer a payment for employees who annually elect to waive health insurance coverage in the following amounts:

Family	\$3500.00
Husband/Wife	\$3000.00
Parent/Child	\$2000.00
Single	\$1500.00

---

This plan will be for employees who have alternate coverage and will be paid twice per year in July and December.



**ARTICLE IX**  
**VACATIONS**

la. Employees covered by this Agreement shall be entitled to vacation leave with pay of fourteen (14) working days per year and an additional one-half (½) day after twenty (20) years of service.

lb. Employees in staff positions shall be entitled to vacation leave with pay of twenty-eight (28) working days per year and an additional working day after twenty years (20) of service.

2. The vacation period shall be the calendar year from the 1<sup>st</sup> day of January to the 1<sup>st</sup> day of December. Vacations shall be selected and scheduled on the same basis as heretofore, it being understood that the scheduling of vacations is within the sole discretion of the Chief and the Board, and such schedules may be changed in the discretion of the Chief and the Board in order to meet with Department requirements

3. In the event an employee is entitled to vacation leave at 'the time of the employee's death, the employee's widow or widower, or his estate shall receive one (1) calendar day's pay for each day of earned vacation which had not been taken at the time of the employee's death.

4. In an event an employee sustains a service-connected disabling illness or injury immediately prior to beginning his scheduled vacation, he shall not be required to use his scheduled vacation but such vacation shall be rescheduled by the Chief or the Department to any available vacation period, where feasible.

5. Employees in the 'unit shall have the right to have at least two such employees (deputy chiefs) per shift on vacation at all times between January 1 and December 31 of each year. Between mid June and September ~ of each year those employees who are on vacation shall receive, if requested, up to eight (8) working days of continual working time.

**ARTICLE X**  
**ACTING OFFICERS**

Any Deputy Chief assigned to a Chief's position on an acting basis shall be paid for such work at the Chief's base rate of pay.

**ARTICLE XI**  
**SICK LEAVE/SUPPLEMENT COMPENSATION**

1. Employees shall accumulate and earn sick leave at the rate of fifteen (15) working days per calendar year. Absence from work as a result of work-related illness,

sickness or disability shall not be deducted from accumulated sick leave but each employee shall receive time off for such work-related illness, sickness or disability as in the past. Accumulated sick leave shall be determined retroactive to the commencement of employment of each employee with the City of East Orange or with other public employers in New Jersey. Employment with the City of East Orange shall include employment in any capacity with East Orange and is not limited to employment in the Fire Department.

2. Each employee shall be entitled, upon retirement, for service, age, or disability, to state administered retirement system or disability system, to receive a lump sum payment and/or supplemental compensation.

3. Such supplemental compensation payment shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the employee's average annual compensation received during the last year of his employment prior to the effective date of the employee's retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$15,000.00. The calculation of a day's pay shall be made in the same fashion as the calculation of a day's pay for holiday pay (twelve (12) hours)

4. The lump sum supplemental compensation provided herein for accumulated sick days shall in no way affect, limit, increase or decrease any pensions, terminal leave, or retirement benefits otherwise available to any employees.

5. Notice of intention to claim the benefits provided herein must be made in writing to the City on or before November 1<sup>st</sup> of the year prior to the year in which the retirement becomes effective. In the event an employee fails to give notice by November 1<sup>st</sup> for the reason that such employees has not at that time determined to retire, but subsequently, due to some unforeseen reason such employees is compelled to retire, the employee shall give notice of the condition causing the retirement as soon as possible. In the event such employee demonstrates valid reason to waive the November 1<sup>st</sup> notice date he will receive the benefit provided for. The City, however, if it has not received the notice of intention, may defer payment of all or part of the benefit to the year following the retirement. Nothing contained in this paragraph is intended in any way to limit the payment, which is to be received as soon as provided for herein but rather, this paragraph intends to determine when the payments shall be made.

6. Any employee who chooses to retire shall receive, if he so requests, payment for all vacation accrued by him as of the date of his retirement, terminal leave and special terminal leave, the two weeks deferred payroll payments, as well as any other moneys due and owing to him (said snow days) in one lump sum within 30 days of the date of such retirements. The request for the lump sum payment must be made at least 30 days prior to retirement.

**ARTICLE XII**  
**LEAVE OF ABSENCE**

1. **Leave Without Pay for Personal Business:** Any employee desiring leave without pay for matters of personal business shall make a request in writing to the Officer in Charge not less than forty-eight (48) hours in advance of the date of 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 in whole or in part, at the direction of the Board. Extensions of such leaves may be granted in the discretion of the Board

2. **Change of Time**

a. Each permanent employee will be granted a change of time leave of six (6) days per calendar year with pay at the beginning or at the end of such employee's regular seventy-two (72) hour leave, for any day on which he is able to secure another employee to work in such employee's place at no additional cost to the City. In addition, the Chief, in his sole discretion; and with the approval of the Board, may grant or deny to each employee an additional such change of time leave day with pay in such calendar year. Any employee desiring such leaves shall give to his superior Officer prior written specific request for the same

b. In addition to the foregoing, one (1) additional change of time leave day will be granted to any employee who is not entitled to a vacation during the period of June 15 to September 15.

c. Change of time leaves may be granted or denied in the discretion of the Chief, as heretofore.

3. **Funeral Leave:** Each 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 period from the day of death to such employee's first shift of duty after the day of the funeral. Immediate family is defined to mean parents, children, spouse, brother or sister, father-in-law, mother-in-law and grandfather - or grandmother, son-in-law, daughter-in-law and grandchildren. Special cases will be referred to the Chief as heretofore. In addition, each employee shall be granted special leave with pay of one (1) day to attend the funeral, of a brother-in-law or sister-in-law.

4. **Miscellaneous Leaves of Absence:** Sick leave of absence and emergency leave of absence of up to one (1) year's duration for each illness shall be granted or denied in the discretion of the Board in accordance with the practice prevailing theretofore.

5. **Terminal Leave:** Employees of the Fire Department covered by this

Agreement who retire from service and who qualify for a pension for age or disability at the time of such retirement shall receive thirty (30) days' terminal leave.

6. Special Terminal Leave: Special Terminal Leave will be granted to employees who retire from service and who qualify for a pension for age or disability at the time of such retirement. Upon sixty days written notice to the Board of Fire Commissioner, members will receive an additional thirty (30) days Special Terminal Leave, provided:

a. At the time of retirement, the member has accumulated at least 66% of their eligible sick leave.

b. For purposes of Special Terminal Leave only, in calculating the number of sick days earned at the time of retirement, absences of fifteen (15) consecutive calendar days and longer will not be deducted from the employee's accumulated days.

c. An employee, otherwise eligible for Special Terminal Leave will be disqualified if, despite accumulating at least 66% minimum of sick days, he/she within the year preceding his/her retirement, has used occasional sick leave of fifteen (15) days or more. As in "b" above, absences for fifteen (15) calendar days or longer shall not be considered as counting towards this occasional sick leave use of fifteen (15) days or more.

### ARTICLE XIII SENIORITY

Seniority in rank is defined to mean date of promotion to the rank of Deputy Chief. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for illness or injury.

**ARTICLE XIV**  
**ASSOCIATION PRIVILEGES**

1. The Association shall have the right to reasonable use of firehouses at all reasonable hours for Association meetings, subject to advance approval of the Chief of the Department.

2. Copies of all general orders, proposed rulings 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 Association within twenty-four (24) hours of their promulgation.

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

4. The Association will be notified in writing concerning any formal charge against any employee which could adversely affect the continuation of such employee in his office, position or employment or his salary or fringe benefits, any disciplinary action taken against him, and thereafter shall be entitled to be present at any meeting, hearing or interview with the employee concerning such action and, if requested by the employee, to advise and represent him.

**ARTICLE XV**  
**DISCIPLINE AND DISCHARGE**

1. It is agreed that nothing herein shall in any way prohibit the City from discharging or otherwise disciplining any employee for just cause.

2. 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) 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 under this Agreement, subject to any right of appeal which the employee may have under Civil Service Statutes.

**ARTICLE XVI**  
**WAGES**

The salary base for all employees covered by this Agreement shall be as follows:

- a. Effective July 1, 1999, wages shall be increased by one percent (1%) - \$74,613.
- b. Effective July 1, 2000, wages shall be increased by one percent (1%) - \$75,359.
- c. Effective July 1, 2001, holiday pay shall be folded into the base salary - \$81,156.
- d. Effective July 1, 2002, wages shall be increased by three and one-half percent (3.5 %) - \$83,996.
- e. Effective July 1, 2003, wages shall be increased by three and one-half percent (3.5 %) - \$86,936
- f. Effective July 1, 2004, wages shall be increased by four percent (4%) - \$90,413.
- g. Effective July 1, 2005, wages shall be increased by three and one-half percent (3.5%) - \$93,577.

**ARTICLE XVII**  
**LONGEVITY**

The longevity plan will be as follows:

- 2% for 5 or more years of service.
- 4% for 10 or more years of service.
- 6% for 15 or more years of service.
- 8% for 20 or more years of service.
- 14% for 22 or more years of service.
- 16% at the start of the 24<sup>th</sup> year of service.
- 18% at the start of the 30<sup>th</sup> year of service.

Payment shall be made on the anniversary date in the same fashion as it is presently made and other current practices regarding longevity payment and other calculations except for the increase payments referred to above shall be followed.

The longevity payments herein are to be considered part of remuneration for pension purposes, but not for other purposes, e.g., overtime or holiday pay.

**ARTICLE XVIII**  
**OVERTIME**

1. Whenever an employee works in excess of his regularly assigned work week schedule, as provided for in Article V, he shall be paid for such overtime work at one and one-half (1½) times the hourly rate which he receives for his regularly assigned duty.

2. There shall be established a roster of all Deputies on a Departmental Seniority Basis. Whenever non-emergency overtime is required it shall be rotated amongst Deputies on said roster.

If an employee refuses an assignment to work overtime, he shall be considered as having worked such overtime assignment for the purpose of maintaining a proper order of rotation for future assignments.

3. An employee called in to work outside his regularly scheduled tour of duty shall be guaranteed four (4) hours work at his regular straight time pay rate and will be paid at time an one-half (1½) for all hours worked on said call-in. The call-in provisions shall not apply when an employee is called to report early for his regular shift and works into his regular shift, or when an employee is held over on duty after his regular shift.

**ARTICLE XIX**  
**MANAGEMENT'S RIGHTS AND RESPONSIBILITIES**

1. It is recognized and agreed that the City possesses the sole right and responsibility to manage the Fire Department, to the control its properties, and to operate its facilities, and for the maintenance of order and efficiency, and that all management rights repose in it-except as same may be expressly qualified by the provisions of this Agreement. It is agreed that the City may take whatever actions maybe necessary to carry out the mission of the Department in situations of emergency.

2. Notwithstanding the foregoing, employees covered by this Agreement shall not be required to perform any Police duties, to guard school crossings, to patrol in vehicles with police, to perform ambulance duties, except as heretofore performed, nor to handle, remove, detect or disarm any bomb or explosive device.

3. Employees covered by this Agreement shall not be required to use hose streams or any other methods in the quelling or suppression of any riots or massing of people, or to take active part in same.

**ARTICLE XX**  
**SAVINGS CLAUSE**

The City and the Association understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid by any court of competent jurisdiction, such illegality or invalidity shall affect only the particular provision concerned, which shall be deemed of no force and effect, but shall not affect the remaining provisions of this Agreement.

**ARTICLE XXI**  
**MISCELLANEOUS**

1. Employees covered by this Agreement may be assigned to supervise the performance of any duty which is related to fire-fighting, fire prevention, rescue, salvage, overhaul work, care and maintenance of fire-fighting equipment.

Employees may be assigned to any duty, which is related to supervising routine daily housekeeping care required to maintain the quarters in which they are employed in a clean, safe, and sanitary manner. It is understood that this will not encompass construction, plumbing, electrical, carpentry or masonry, other than of a minor nature.

2. Mutual Aid to other Cities shall continue except that, subject to law, the same shall not be used to assist any other City involved in a riot or labor disputes with its Fire Department by assigning employees on a standby basis.

3. The City agrees that there shall be no discrimination or favoritism for reason of age, nationality, race, religion, marital status, or political affiliation.

4. This Agreement incorporates the entire understanding of the parties, of all matters, which were or could have been the subject of negotiations. Except as required by law, during the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

5. The City shall make provision for Workers' Compensation coverage for all employees, whether by insurance or otherwise.

6. The City shall provide and maintain automobile liability insurance for all vehicles of the Fire Department and general liability insurance, and shall provide for the coverage by such policies of all employees in the unit; provided, however, that nothing herein contained shall prevent the City from providing the foregoing coverages for the contingencies stated in a by manner recognized by law

7. Whenever an employee is a defendant in any action or legal proceeding



arising out of or incidental to the performance of his duties, the City, pursuant to N.J.S.A. 40A:14-28, shall provide him with counsel and costs incidental to such representation, but not for his defense in a disciplinary proceeding instituted against him by the City or in a criminal proceeding instituted as a result of a complaint on behalf of the City. If any such disciplinary or criminal proceeding instituted by or on complaint of the City shall be dismissed or finally determined in favor of the employee, he shall be reimbursed for the expense of his defense.

8. Employee for Employee Relief:

a. Relief may only be between the hours of 7:00 a.m. to 8:00 a.m. This intended to cover the period of roughly one-hour before the normal shifting time.

9. Outside activities in inclement weather, including activities such as drills, training, inspection, etc.:

To the extent such activity exists, when the temperature is 85 degrees Fahrenheit or when the temperature is 30 degrees Fahrenheit or below, then there shall be relief from assignment to such activities.

10. There shall be a relief period after a unit employee has performed duty for four (4) continuous hours at a fire so that such unit employee may go back to the firehouse for a one (1) hour period of relief with pay. This is intended to be only during inclement weather; that is, when it is exceedingly hot or exceedingly cold. It is further not intended to apply during an emergency when manpower is not available.

11. Deputy Chiefs shall retain all benefits in existence as the commencement of this Agreement and/or in existence at or prior to the signing of this Agreement, including benefits relating to overtime.

**ARTICLE XXII**  
**ASSOCIATION ACTIVITIES**

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, or sanction, 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, fomenting or participating in a strike, slowdown or other such interference.

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

4. Nothing hereinabove contained is intended in any way to limit any prohibition as to the right to strike or unlawful concerted activity which may be applicable to the Association and its members by law

5. It is expressly agreed that subject; to the provisions of this Agreement, all lawful Association activities are protected

6. Subject to law, duly authorized representatives of the Association shall have the right to make one (1) community collection and solicitation for the benefit and welfare of the Association and its members.

#### **ARTICLE XXIII** **CHECK-OFF**

1. The City agrees to deduct monthly Association membership dues from the pay of those employees who individually and voluntarily request in writing that such deductions be made on a form agreed upon between the City and the Association and consistent with applicable law. The amounts to be deducted shall be certified to the City by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Association quarterly.

2. Any written designation by an employee covered by this Agreement to terminate dues deductions must be received in writing by the City and the Association, and filing of notice of withdrawal shall be effective to halt deductions as of January 1 of July 1 next succeeding the date on which such notice of withdrawal is filed.

#### **ARTICLE XXIV** **ASSOCIATION SECURITY**

1. Whenever an Employee who falls within the bargaining unit fails to become a member of the Association, he shall pay to the Association a monthly service fee equal to the monthly Association Membership Dues for the various services provided him by the Association.

2. The Association agrees that it shall have the sole and exclusive responsibility for the collection of the service fee and that the payment of service fees shall not be a condition of employment.

3. The Association agrees to indemnify and hold harmless the Employer from any causes of action, claims, loss or damages incurred as a result of this clause.

**ARTICLE XXIV**  
**MILITARY CLAUSE**

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

2. The foregoing provision shall not be operative in the event the City, by law, should be unable to replace such employee entering military service with a temporary employee.

**ARTICLE XXV**  
**TERM OF AGREEMENT**

1. This Agreement shall be effective and shall remain in full force and effect from July 1, 1999 to June 30, 2006.

2. The Agreement shall remain in full force and effect on a day-to-day basis pending and 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 certified mail, return receipt requested, in which event the Agreement shall terminate thirty (30) days following receipt of such notice.

**IN WITNESS WHEREOF**, the parties hereto have caused their names to be signed this 9<sup>TH</sup> day of December 2003.

EAST ORANGE FIRE OFFICERS ASSOC.

CITY OF EAST ORANGE

By:

Paul Daly  
PAUL DALY, PRESIDENT

By:

Robert L. Bowser  
ROBERT L. BOWSER, MAYOR

By:

Pat Robertson  
PAT ROBERTSON, DELEGATE

By:

Alberta Daniels  
PRESIDENT, Board of  
Fire Commissioners

ATTEST:

Timothy Weiss  
FIRE CHIEF

ATTEST:

Hollie A. Cuttino  
HOLLIE A. CUTTINO  
Deputy City Clerk