

A G R E E M E N T

BETWEEN

CITY OF LINDEN

AND

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION  
FIRE OFFICERS LOCAL #34-A  
(CAPTAINS AND LIEUTENANTS)

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January 1, 1993 through December 31, 1994

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Law Offices

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PREAMBLE

This Agreement, effective the first day of January 1, 1993, through December 31, 1994 between the City of Linden, New Jersey, hereinafter referred to as the City and Fire Officers Association, Local #34-A, hereafter referred to as the F.M.B.A. Local #34-A is designed to maintain and promote a harmonious relationship between the City of Linden and such of its employees who are within the provisions of this Agreement, through collective negotiations, in order that more efficient and progressive public service may be rendered and represents the complete and final understanding of all bargainable issues between the City and the F.M.B.A. Local 34-A.

ARTICLE I

RECOGNITION

The City recognizes F.M.B.A Local #34-A as the exclusive representative and bargaining agent for the bargaining unit consisting of officers of the Fire Department holding the permanent rank of Captain or Lieutenant.

ARTICLE II

F.M.B.A LOCAL #34-A GOOD AND WELFARE COMMITTEE -  
GRIEVANCE COMMITTEE-DELEGATES

A. Good and Welfare Committee

Members of the F.M.B.A. Good and Welfare Committee are designated as the F.M.B.A. Negotiating Committee. These members, four (4) in number, (only three (3) of which may be on duty), shall be granted leave without loss of regular straight time pay for all meetings between the City and the F.M.B.A. Local #34-A for the purpose of negotiating the terms of an Agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

B. F.M.B.A. Local #34-A Grievance Committee

The F.M.B.A. Local #34-A Grievance Committee, five in number, (only three (3) of which may be on duty) shall be granted leave without loss of regular straight time pay for all meetings between the City and the F.M.B.A. Local #34-A for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

C. Delegates - Meetings

The President of the F.M.B.A. Local #34-A or the next member of the Executive Committee in line, should the President be unable to attend, shall be granted leave from duty without loss of regular straight time pay to attend all State, Regional and Local F.M.B.A. meetings (not to exceed one (1) State and one (1) Local meeting per month), provided recall of a Fire Officer

is not required to replace the absence of the President or the Alternate State Delegate from duty.

D. The President and Executive State Delegate or the Alternate Executive State Delegate of the F.M.B.A. Local #34-A shall be granted leave from duty without loss of regular straight time pay to perform the duties of their respective offices.

### ARTICLE III

#### ACTING OFFICERS

A. In the event a Captain or Lieutenant serves in an acting capacity, he shall receive the base annual salary authorized for said rank.

B. The Fire Officer designated by the Chief on each tour shall keep a roster of Lieutenants on the basis of seniority. This shall be a rotating list of all Lieutenants. All acting assignments in the classification of Captain shall be offered on such a list, provided such employees are qualified for such assignments in the judgment of the Chief.

C. In the event of a temporary vacancy in the rank of Deputy Chief, the most qualified Captain, in the judgment of the Chief, shall be elevated and fill the vacancy. Payment for work performed at a higher rank shall be at the base hourly rate of that particular rank provided the employee qualifies for such payment.

## ARTICLE IV

### HOURS OF WORK AND OVERTIME

#### A. Hours of Work

1. The work week for all Fire Officers who perform firefighting duties shall be an average of not more than forty-two (42) hours per week, computed over a period of one (1) fiscal year, based on the work schedule cycle of two (2) days of eleven (11) hours each (7:00 a.m. to 6:00 p.m.) followed by forty-eight (48) hours off, followed by two (2) nights of thirteen (13) hours each (6:00 p.m. to 7:00 a.m.) followed by seventy-two (72) hours off.

2. Any Fire Officer that has reported for duty, if ordered by the Officer in charge to report to a Firehouse other than the Firehouse he is normally assigned to, shall be considered on duty from the time of the order for the purpose of City insurance coverage only.

#### B. Overtime

1. Whenever a Fire Officer works in excess of his regularly assigned work week or work schedule, as provided for in Paragraph A above, in addition to any other benefits to which he may be entitled, he shall be paid for such overtime work at one and one-half (1-1/2) times his hourly rate of pay including any earned longevity pay for such assigned duty. A Fire Officer in lieu of overtime payment, choose compensatory time off provided he shall notify the Chief of the Department within five (5) days, and if in the opinion of the Chief, such time off would not adversely affect the operation of the Fire Department.

2. Whenever a Fire Officer is held over beyond his regular tour of duty, he shall be paid at one and one-half (1-1/2) times his hourly rate of pay including any earned longevity pay to the next one-half (1/2) hour time period.

3. Whenever a Fire Officer is called back to duty after completion of his regular tour of duty or at any time he is off duty, he shall be paid a minimum of two (2) hours pay at one and one-half (1-1/2) times the hourly rate of pay for such assigned duty.

4. The Fire Officer designated by the Chief on each tour shall establish a roster of the employees in his group for each classification or rank. Whenever overtime work is required, and it is not of an emergent nature as determined by the Chief or Deputy Chief, it shall be rotated amongst Fire Officers on the appropriate roster. If a Fire Officer 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.

5. For purposes of overtime work under this Article, any Fire Officer serving in an acting capacity in a higher rank or classification shall be considered as holding such rank and shall be compensated accordingly. As per Article III, Paragraph A.



ARTICLE V

VACATION

A. Vacations are to be granted in accordance with the following scale based on the established annual salary pay rates.

|                          |                             |
|--------------------------|-----------------------------|
| <u>Length of Service</u> | <u>Days Annual Vacation</u> |
|--------------------------|-----------------------------|

(Shift Workers)

|                     |                 |
|---------------------|-----------------|
| 2 through 5 years   | 8 working days  |
| 6 through 9 years   | 10 working days |
| 10 through 14 years | 14 working days |
| 15 through 19 years | 16 working days |
| 20 through 24 years | 18 working days |
| 25 years and over   | 22 working days |

|                          |                             |
|--------------------------|-----------------------------|
| <u>Length of Service</u> | <u>Days Annual Vacation</u> |
|--------------------------|-----------------------------|

(Others)

|                     |                 |
|---------------------|-----------------|
| 2 through 5 years   | 13 working days |
| 6 through 10 years  | 15 working days |
| 11 through 15 years | 19 working days |
| 16 through 20 years | 22 working days |
| 21 through 25 years | 24 working days |
| 26 through 30 years | 26 working days |
| 31 years and over   | 32 working days |

B. During the second full fiscal year of employment and every year of employment thereafter, earned vacation shall be granted in accordance with the schedule listed.

C. After the first full year of employment, the amount of vacation shall be determined by the anniversary date of employment and said vacation shall be granted during the fiscal year of said anniversary date.

D. Fire Officers shall be entitled to eight (8) working days vacation during the summer period from July through August of any calendar year. During any calendar year there will be allowed two (2) Fire Officers (Captain/Lieutenant) off per shift on vacation.

E. Vacation time shall not be carried over to the following year unless personal illness or accident prevents a Fire Officer from so doing or special permission is granted by the Chief of the Department.

## ARTICLE VI

### HOLIDAYS - PERSONAL DAYS

#### A. Holidays

1. Fire Officers shall receive ten (10) working days off in lieu of all official holidays, all of which shall be the choice of the individual Fire Officer subject only to the approval of the dates by the Fire Chief. Six (6) of said working days off shall be selected by March 15, and taken no later than June 15 of each year. All days off granted in lieu of holidays must be taken in the current year. There shall be allowed two (2) Fire Officers (Captain/Lieutenant), off per shift on holiday and or time coming during any calendar year.

2. Each Fire Officer may work at his option, seven (7) of the above stated paid holidays for which he presently received time off, provided he gives written notice to the Chief no later than March 1, of any given year. Payment for holidays worked will be at the same rate of pay as presently in effect for six (6) paid holidays granted annually to all Fire Officers described in Paragraph 3.

3. All Fire Officers shall receive annually twelve (12) hours base rate of pay in lieu of time off for each of six (6) additional holidays; three (3) holidays payable prior to June 1 and three (3) holidays payable prior to December 1 of each year.

4. Qualifications for payment in lieu of said six (6) additional holidays shall be active employment for a minimum of six (6) calendar weeks each eight (8) calendar week period of the first forty-eight (48) calendar weeks of the year.

B. Personal Days

1. Each Fire Officer shall receive annually two (2) personal days off with pay equivalent to twelve (12) hours base rate of pay for each day.

2. A Fire Officer, at his option, may work the annual personal days off and receive twelve (12) hours base rate of pay in lieu thereof, provided he gives written notice to the Chief's Office prior to June 1 of the current year.

3. One (1) personal day shall be scheduled and take no later than July 1 and one (1) personal day shall be scheduled and taken no later than December 1 of each year.

4. A Fire Officer may take personal days whenever scheduled. However, with the exception of retirement or death, he shall be required to have six (6) months of credited service in the applicable calendar year to qualify for one (1) paid personal day off. He shall be required to have twelve (12) months of credited service in the applicable calendar year to qualify for two (2) paid personal days off.

ARTICLE VII

LEAVES

A. Sick Leave

1. Sick leave shall mean paid leave that will be granted to a Fire Officer who, through sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position, or who is quarantined by a physician because he has been exposed to a contagious disease.

2.a. A certificate from the Fire Officer's doctor or Department physician shall be required as sufficient proof of the need for sick leave after one (1) working day. A Fire Officer may return to work after an illness of one (1) working day without said doctor's certificate but shall be required to sign the duty roster to attest to the fact that he is physically able to perform his assigned duties. In no event shall a Fire Officer be allowed to return to work without said doctor's certificate if he has reported off because of illness for a period of two (2) or more working days. If the platoon line Deputy Chief and the Chief of the Department question the officer's physical ability to perform his assigned duties, they may require the officer to be examined by the Department's designated physician.

2.b. Abuse of sick leave shall be cause for disciplinary action. The City may require proof of illness whenever there is an indication of possible abuse.

3.a. All members of the Fire Department are entitled to fifteen (15) working days of sick leave per year cumulatively. In the case where cumulative sick leave has been exhausted, the City Council may upon receiving request for extended sick leave from the Office of the Chief, grant additional sick leave of one calendar year or less, as may be required, in accordance with N.J.S.A. 40A:14-16. The determination for the amount of additional leave to be granted shall be based solely on medical reports received by the City Council. The request for additional sick leave, as set forth herein, shall be made in ninety (90) day intervals during the first calendar year when such leave is applicable.

3.b. Additional sick leave will be considered only after all sick leave, earned vacation, paid holidays, personal days and earned temporary disability benefits have been used by the Fire Officer.

3.c. If additional paid sick leave is granted the affected Fire Officer shall owe and return to the City an equal amount of sick leave as may be earned after returning to duty.

4.a. Accumulated sick leave of no more than four (4) days annually may be used by a Fire Officer to personally attend a member of his immediate family, who due to disabling illness or injury, pregnancy or quarantine restrictions require such personal attendance. The Chief of the Department may, at his discretion, grant a Fire Officer more than four (4) days accumulated sick leave for the purpose heretofore mentioned, upon

request and presentation of just and valid reasons in the opinion of the Chief.

4.b. For two (2) or more consecutive workdays, evidence of need for a Fire Officer's personal attendance shall be provided in the form of a doctor's certificate.

4.c. For the purpose of this paragraph immediate family shall mean spouse, unwed child, parent or unmarried brother or sister.

B. Retirement - Unused Sick Leave

1. Upon retirement or layoff, a Fire Officer will receive one (1) day for each three (3) days of unused earned sick leave for the first two hundred one (201) days of accumulated earned sick leave; and one (1) day of base pay for each two (2) days of unused earned sick leave over and above the first two hundred one (201) days of accumulated earned sick leave.

2. In no event, however, will a Fire Officer receive more than nineteen thousand dollars (\$19,000) total unused sick leave payment.

3. In the event of death prior to retirement, the Fire Officer's heirs or estate will receive the unused sick leave pay earned by the deceased.

4. Any Fire Officer who chooses to leave the Department or any Fire Officer terminated by the City for reasons other than retirement, illness, injury or layoff, will not be entitled to unused sick leave pay.

5. A day of unused sick leave pay will be calculated by dividing a Fire Officer's annual base salary by the number one hundred eighty-two point five (182.5), based on a 12-hour day.

C. Sick Leave - Sell Back

Any Fire Officer who has accumulated sixty (60) sick days may at his option sell back no more than five (5) of those days to the City. The Fire Officer will inform the City Treasurer of his decision no later than October 15 of that year.

D. Leaves of Absence as a Result of Injury in Line of Duty

When a Fire Officer is injured in the line of duty, the City Council shall pursuant to N.J.S.A. 40A:14-16, pass a resolution giving the officer up to one year's leave of absence with pay; said leave shall be granted in units of thirty (30) calendar days at one time. When such action is taken, the officer shall not be charged any sick leave time lost due to such injury.

E. Leave Because of Death in Immediate Family

1. Up to a maximum of three (3) working days leave will be granted to a Fire Officer in the event of death in his immediate family which is defined as the Fire Officer's spouse, child, parent, grandparent, brother or sister or the child, parent, grandparent, brother or sister of his spouse and a relative living in the Fire Officer's household. Unless funeral leave is extended by the Chief, a Fire Officer will return to duty the day after the funeral.

2. One (1) day off with pay will be granted to a Fire Officer in the event of death of an aunt, uncle, niece or nephew of the Fire Officer or his spouse, provided said Fire Officer attends the funeral.

F. Military Leave

1. Any Fire Officer who is a member of the National Guard, Naval Militia, Air National Guard or a reserve component of any of the Armed Forces of the United States and is required to engage in field training, as is authorized by law, shall be granted paid leave of absence for such Annual Active Duty For Training (ANACDUTRA) in addition to his vacation up to a maximum of fifteen (15) work days per year.

2. Any Fire Officer who has been called to active duty or inducted into the military or naval forces of the United States shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and the City shall make pension payments required during said leave. Each Fire Officer must be reinstated without loss of privileges or seniority provided he reports for duty with the City within sixty (60) calendar days following his honorable discharge or separation from military service, and provided he has notified the City of his intent to report for duty thirty (30) calendar days prior to his discharge from military service.

G. Leave of Absence

1. Leave of absence shall not be granted unless written request made to the City Council by way of the Fire



Chief's recommendation explaining the circumstances for the request, and shall not be granted unless the special circumstances warrant such action.

2. During any leave of absence granted without pay, a Fire Officer's seniority will fail to accrue and all other benefits, considerations and entitlements will be suspended, unless superseded by the New Jersey Department of Personnel of rules or otherwise provided for by New Jersey Statutes.

## ARTICLE VIII

### WAGES

#### A. Salary

1. Salary for the purpose of this Agreement shall be the highest salary that a Fire Officer is duly and properly authorized to receive at the beginning of each calendar year.

#### 2. Salary Schedule

|                 | <u>1992</u> | <u>1993</u> | <u>1994</u> |
|-----------------|-------------|-------------|-------------|
| Fire Captain    | \$56,384    | \$59,203    | \$61,867    |
| Fire Lieutenant | \$50,343    | \$52,860    | \$55,239    |

3. In the event of the death of a Fire Officer, payment of salary shall be made to and including the day of death, together with any accumulated time which the officer may be entitled for services rendered to the City including sick leave benefits.

4. All increments for officers entitled thereto shall be granted on the anniversary date of employment.

ARTICLE IX

LONGEVITY

A. All Fire Officers of the Fire Department covered by the within Agreement shall be entitled to and paid longevity pay provided they were appointed to the Fire Department prior to January 1, 1975. Anyone appointed to the Fire Department or employed in any work assignment connected with the Fire Department after December 31, 1974 shall not be entitled to longevity pay.

B. Each classified Fire Officer who shall have completed more than five (5) years, but less than ten (10) years of consecutive service shall be entitled to a longevity payment of two percent (2%) of his salary.

|  |     |
|--|-----|
| More than 10 years, but less than 15 years | 4%  |
| More than 15 years, but less than 20 years | 6%  |
| More than 20 years, but less than 25 years | 8%  |
| More than 25 years                         | 10% |

C. Longevity for Fire Officers entitled thereto between the period of January 1 and June 30 shall commence on the preceding January 1. Longevity for officers entitled thereto for the period of July 1 to December 31 shall commence on the preceding July 1. Longevity shall be calculated based on the salary as of December 31 of the preceding year.

D. There shall be a twelve hundred dollar (\$1,200) annual maximum or the amount of longevity pay received. Leaves of absence at the request of a Fire Officer shall not be included in determining length of service.

ARTICLE X

GRIEVANCE PROCEDURE

A grievance is defined as a dispute between the City and the F.M.B.A. Local #34-A concerning the application or interpretation of the terms of this Agreement. An earnest effort shall be made to settle such dispute in the following manner:

STEP 1:

Within three (3) calendar days of the occurrence of a grievance, the aggrieved Fire Officer, a representative of the F.M.B.A. Local #34-A, upon the request of the aggrieved Fire Officer only, and the aggrieved Fire Officer's immediate Commanding Officer shall attempt to resolve such grievance informally. If said grievance is not resolved satisfactorily within three (3) calendar days of the meeting, F.M.B.A. Local #34-A shall formally notify the Chief of the Department in writing of the grievance and the desire to pursue said grievance through Step 2.

STEP 2:

Within five (5) calendar days of the F.M.B.A. Local #34-A's notification of the unsatisfactory resolution of the grievance under Step 1, the aggrieved Fire Officer, no more than two (2) members of the F.M.B.A. Local #34-A, the aggrieved Fire Officer's immediate Commanding Officer or immediate shift Deputy Chief shall meet to resolve such grievance. If said grievance is not resolved satisfactorily within three (3) working days of the meeting, F.M.B.A. Local #34-A shall notify the Chief of the

Department in writing of its desire to pursue said grievance through Step 3.

STEP 3:

Within seven (7) calendar days of the F.M.B.A. Local #34-A notification of the unsatisfactory resolution of a grievance under Step 2, the aggrieved Fire Officer's immediate Commanding Officer or immediate shift Deputy Chief and the Chief of the Department shall meet to resolve the grievance. If said grievance is not resolved within seven (7) calendar days of the meeting, F.M.B.A. Local #34-A shall notify the Chief of the Department in writing of its desire to pursue said grievance through Step 4.

STEP 4:

A. Within fifteen (15) calendar days of the F.M.B.A. Local #34-A's notification of the unsatisfactory resolution of a grievance under Step 3, the aggrieved Fire Officer, F.M.B.A. Local #34-A President, no more than six (6) members of the F.M.B.A. Local #34-A Grievance Committee and no more than three (3) of which shall be on duty, the F.M.B.A. Local #34-A attorney, the aggrieved Fire Officer's immediate Commanding Officer or immediate Deputy Chief, the Chief of the Department, the City Council Fire Committee, City Attorney and City's Labor Relations Representative shall meet to resolve the grievance. The City Council Fire Committee shall within ten (10) calendar days of the meeting advise F.M.B.A. Local #34-A in writing of its decision.

B. In the event such grievance shall not have been satisfactorily adjusted between the parties in the manner provided above, then such grievance may be submitted to arbitration at the request of either party to the New Jersey Public Employment Relations Commission (PERC) within twenty (20) calendar days of the City Council Fire Committee's decision. The arbitrator shall be selected from the panel of arbitrators maintained by the Public Employment Relations Commission in accordance with the selection procedures of the Commission. The arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement and shall confine his decision solely to the interpretation of this Agreement. He shall confine himself to the one (1) issue submitted for arbitration unless the parties have agreed otherwise. The decision of the arbitrator shall be final and binding on the parties to the extent permitted by and in accordance with this Agreement and applicable law. No arbitration decisions shall conflict with any law, rulings or regulations having the force of law.

C. The cost of the services of the arbitrator shall be borne equally by the parties. Any other expenses including the presentation of witnesses incurred in connection with the arbitration shall be paid by the party incurring same. Only the F.M.B.A. Local #34-A or the City shall have the rights to submit a matter to arbitration.

ARTICLE XI

MISCELLANEOUS

A. Clothing Allowance

1. All Fire Officers covered by this Agreement shall be entitled to an annual clothing credit of six hundred twenty-five dollars (\$625) in 1993 and six hundred fifty dollars (\$650) in 1994 to be paid by December 1 of each year in cash. Fire Officers assigned to the Fire Prevention Bureau and Training Division shall be entitled to an annual clothing credit of six hundred seventy-five dollars (\$675) in 1993 and seven hundred dollars (\$700) in 1994 to be paid by December 1 of each year in cash. Said clothing allowance credit shall be applied to the cost of replacing items of personal issue, excluding rubber goods, and will be purchased by the City in the manner provided by law.

2. In addition to the clothing allowance, turn out gear shall be replaced as needed by the City.

3. Evidence of need for replacement of all items of clothing or equipment requested by a Fire Officer shall be furnished upon demand of the Chief of the Department.

4. All uniform clothing issued or purchased under this section must conform with clothing specifications established by the Fire Department.

5. Upon promotion to Fire Lieutenant, the Fire Officer will receive a one time cash payment not to exceed five hundred dollars (\$500) for the purchase of a new uniform consisting of a jacket, trousers, two (2) shirts (1 long-sleeve and 1 short-sleeve), a summer hat and a winter hat.

B. Clothing Maintenance Allowance

1. All shift Fire Officers shall be entitled to an annual clothing maintenance allowance of five hundred twenty-five dollars (\$525) in 1993 and five hundred fifty dollars (\$550) in 1994 in cash, on or before December 1 of each year.

2. Fire Officers assigned to the Fire Prevention Bureau and Training Division shall be entitled to an annual clothing maintenance allowance of five hundred ninety-five dollars (\$595) in 1993 and six hundred twenty dollars (\$620) in 1994 in cash, on or before December 1 of each year.

3. Clothing maintenance allowances shall be granted pro-rata in the event of termination, retirement, resignation or death.

C. Emergency Meals

The City agrees to feed Fire Officers of the Fire Department who are working emergency overtime for any period which exceeds four (4) hours. The cost of each overtime meal is not to exceed seven dollars, fifty cents (\$7.50).

D. Outside Employment

Fire Officers may engage in lawful outside employment or outside business activities while off duty. However, officers will consider their positions with the City as their primary employment. Any outside employment or business activity must not interfere with the officer's efficiency in his position with the City, nor constitute any conflict of interest. Other employment or business activity must not involve work contracts or bids submitted for the City of Linden, agencies or autonomous bodies of the City of Linden. The City will notify the officer in

writing of the event the officer's outside employment or business activity is interfering with the officer's efficiency in his position and/or constitutes a conflict of interest.

E. In Case of Death of an Active Fire Officer

In case of death of an active Fire Officer laid out in uniform, and on request of the family for an honor guard, it will be provided by the Fire Department.

F. Duties

The duties of a Fire Officer are prescribed, but not limited to the duties appearing in the Department's Book of Rules and Regulations.

G. Immunization

The Chief of the Department and F.M.B.A. Local #34-A shall decide what immunization program is to be undertaken, the cost which shall be borne by the City.

H. Fire Science Program

1. Any Fire Officer attending an accredited school to attain an Associate's or Bachelor's Degree in Fire Science, or a Fire Officer required to take similar related courses as a result of his particular assigned position in the Department, shall, in addition to his regular annual salary, receive fourteen dollars (\$14.00) per credit or credit equivalent to a maximum of one thousand eight hundred forty-eight dollars (\$1,848) annually, and be reimbursed for all tuition and text book costs upon completing each course with a passing grade of C.



2. Academic Course credits necessary for an Associate Fire Science Degree or similar related courses shall not be compensated at the fourteen dollar (\$14.00) per credit rate unless and until a Fire Officer has successfully completed a minimum of two (2) basic Fire Science courses.

I. F.M.B.A. Local #34-A Dues Deduction

1. The City agrees to deduct F.M.B.A. Local #34-A membership dues from the pay of each Fire Officer member of F.M.B.A. Local #34-A once each month. Said membership dues shall be transmitted with a list of Fire Officer members to F.M.B.A. Local #34-A within fifteen (15) calendar days of such deduction.

2. F.M.B.A. Local #34-A agrees to furnish the City written authorization from each Fire Officer member of F.M.B.A. Local #34-A to effect such dues deduction in specific dollar amount.

3. The City agrees to deduction eighty-five percent (85%) of established F.M.B.A. Local #34-A membership dues from all non-F.M.B.A. Local #34-A member employees as provided for under New Jersey State Statute, and shall transmit said dues deduction in accordance with paragraph 1 hereinabove.

4. F.M.B.A. Local #34-A agrees to indemnify and hold the City harmless from and against any and all claims, legal suits or liability of any kind whatsoever arising from the aforementioned deduction of dues.

J. Fire Inspection

1. A Fire Officer who is licensed by the State of New Jersey, as a Fire Inspector and does fire inspections in the City of Linden, shall receive an additional two hundred fifty dollars (\$250) per year. A separate check will be issued by the City Treasurer no later than December 1.

2. All Fire Officers assigned to the Fire Prevention Bureau shall, in addition to annual salary, receive six percent (6%) of annual base pay. To receive this payment, the Fire Officers must obtain and maintain certification for all three (3) levels of the construction code. These levels are Residential Construction Specialist (RCS), Industrial Construction Specialist (ICS) and High Hazard Specialist (HHS).

K. Hourly Differential

All shift Fire Officers will receive an hourly differential payment of five hundred dollars (\$500) per year on or before December 1 of each year.

L. Supervisors Day

In lieu of a paid day off, Fire Officers shall receive two hundred dollars (\$200). Payments shall be made by July 1 of each year and such payment shall not be considered part of the officer's annual salary.

ARTICLE XII

INSURANCE

A. Health Insurance

1. All Fire Officers and their eligible dependents shall receive health insurance coverage through the New Jersey State Health Benefits Program.

2. All Fire Officers and their eligible dependents shall also receive Dental, Vision and Prescription Plan Health Insurance selected and administered by the City or the City's designee. Effective January 1, 1994 the prescription co-payment shall be increased to \$2.00 for generic drugs and \$5.00 for name brand drugs.

3. The total cost of Health Insurance described in paragraphs 1 and 2 hereinabove shall be borne by the City.

4. All eligible Fire Officers under State Statute, Chapter 88, Public Laws of 1974 will receive certain Health Insurance coverage upon retirement as prescribed by said State Law.

5. The City reserves the right to change insurance carriers and/or plans or to self-insure so long as substantially similar benefits are provided. The F.M.B.A. Local #34-A will be furnished a copy of the proposed new plan. In the event the Union files a grievance in accordance with the provisions of Article X, the matter will be expedited and no changes will be made during the pendency of the arbitration proceedings.

B. Life Insurance

The City shall assume the full cost of life insurance of each Fire Officer of the Fire Department to a maximum coverage of fifteen thousand dollars (\$15,000).

C. Workmen's Compensation Insurance

The City shall maintain in full force and effect, Workmen's Compensation Insurance for all Fire Officers of the Fire Department. Fire Officers shall return to the City of Linden all temporary disability benefits which the said Fire Officers received for that period of time that the Fire Officer was receiving full pay from the City.

D. Automobile Liability Insurance

The City shall provide adequate automobile liability insurance for all vehicles of the Fire Department and shall keep same in effect at all times.

E. Temporary Disability Insurance

1. All Fire Officers will receive New Jersey State Temporary Disability Insurance as provided for and administered by the New Jersey Division of Unemployment and Disability Insurance.

2. Premium payment of this insurance coverage, a portion paid by each Fire Officer, will be programmed annually in accordance with the State Division of Temporary Disability directives.

ARTICLE XIII

F.M.B.A LOCAL #34-A ACTIVITY PROTECTED

A. Maintenance of Operations

1. Except for the right to strike or to withhold services which are hereby prohibited, all other F.M.B.A. Local #34-A activities are protected, except as such activities are restricted by or are in conflict with other provisions of the Agreement. Nothing shall abridge the right of any duly authorized representative of F.M.B.A. Local #34-A to present the views of F.M.B.A. Local #34-A to the citizens of issues which affect the welfare of its members, except by mutual agreement of the parties.

2. The F.M.B.A. Local #34-A agrees that neither the F.M.B.A. Local #34-A nor any person acting on its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in any strike, work stoppage, slow down, sick out, walk out or other job action, nor shall there be any individual action the purpose of which is to induce employees to engage in such activities against the City in any form.

3. Nothing contained in this Agreement shall be construed to eliminate or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the F.M.B.A. Local #34-A or its members.

4. The City agrees not to cause, authorize or engage in any lockout of employees covered under this Agreement.

5. The City and the F.M.B.A Local #34-A may modify this Agreement during its term, provided any modifications agreed to are put in writing and are signed by both parties.

B. The City will not condone or entertain any outside interference from any other Union or Employee Group without the sanction of F.M.B.A. Local #34-A as long as this contract is in force.

C. 1. Fire Officers will not be subjected to hardship during any review, inspection or training period.

2. When the temperature is less than 32 degree Fahrenheit, or over 90 degrees Fahrenheit, all outside activity will be suspended except recruit training, pre-planned industry training conducted by the Training Division and when members of the Department have been given the opportunity to attend outside demonstrations of Fire Department related functions.

3. In-service inspections may be held at temperatures between 32 degrees and 90 degrees Fahrenheit.

#### ARTICLE XIV

#### PRIOR PRACTICES

All other rights, benefits and privileges enjoyed by Fire Officers which are not specifically provided for or abridged in this Agreement are hereby protected by this Agreement, including but not limited to any rights, benefits and privileges bestowed on the Fire Officers by laws of the United States, laws of New Jersey, Civil Service Laws of New Jersey or City Ordinances of Linden.

ARTICLE XV

MANAGEMENT RIGHTS

A. The City of Linden hereby retains and reserves unto itself, without limitation, all powers, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time-to-time be determined by the City.

2. To use improved methods and equipment, to decide the number of employees needed for any particular time and to be in sole charge of the quality of the work required.

3. To hire all employees, to promote, transfer, assign or retain employees in positions within the Fire Department of the City.

4. To reprimand, suspend, discharge or take any other appropriate disciplinary action against any employee for just cause.

5. To lay off employees in the event of lack of funds.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of New Jersey and of the United States and Ordinances of the City of Linden.

C. Nothing contained herein shall be construed to deny or restrict the City of its powers, rights, authority, duties or responsibilities under R.S. 40A and 11 or any other national, state, county or local laws or ordinances.

#### ARTICLE XVI

##### SEPARABILITY AND SAVINGS

If any provision of this Agreement or application of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by such tribunal pending a final determination as to its validity, such provision or application shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.



ARTICLE XVII

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter.

ARTICLE XVIII

DURATION

A. This Agreement entered into this 16<sup>th</sup> day of MAY, 1995 shall be effective from January 1, 1993 through December 31, 1994. Any changes in salary or other economic benefits will apply only to those Fire Officers in the employ of the City as of the date of signing of this Agreement or who retired from the employ of the City or who died during the term of this Agreement. Either party wishing to terminate, amend or modify such contract must so notify the other party in writing no more than ninety (90) calendar days nor less than sixty (60) calendar days prior to such expiration date. Within fifteen (15) calendar days of the receipt of notification by either party, a conference shall be held between the City and the F.M.B.A. Negotiating Committee for the purpose of such Agreement modification or termination.

B. In the event neither party serves such written notice of desire or intention to terminate, amend or modify this Agreement on or before aforementioned sixty (60) calendar days prior to expiration of this Agreement, then the duration of this Agreement shall continue for one (1) additional year.

LINDEN F.M.B.A. FIRE OFFICERS  
LOCAL #34-A  
(CAPTAINS AND LIEUTENANTS)

CITY OF LINDEN

By:

Paul M. Woodcock

By:

John L. Gregorio

ATTEST:

ATTEST:

By:

Joseph P. Lizzo

By:

Nell. Sabrao

By:

Ronald Stuck