

AGREEMENT

BETWEEN

THE CITY OF EAST ORANGE, NEW JERSEY

and

EAST ORANGE FIRE OFFICERS' ASSOCIATION (CAPTAINS)

.....

JULY 1, 2013 to DECEMBER 31, 2017

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PREAMBLE

THIS AGREEMENT entered into this 22ND day of SEPTEMBER 2015, by and between the **CITY OF EAST ORANGE, NEW JERSEY**, hereinafter referred to as the "City", or the "Employer", and **EAST ORANGE FIRE OFFICERS' 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 Captains, Senior Arson Investigator, and the Training Officer in the East Orange Fire Department.

2. Unless otherwise indicated, the terms "Captain", "Captains", "Investigator", "Training Officer", "Employee", or "Employees" when used in this Agreement refer to all persons represented by the Association in the above defined negotiating unit.

ARTICLE II

ASSOCIATION BUSINESS LEAVE

1. Three (3) 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. The three (3) 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 three (3) members of the Association Grievance Committee shall be from a different shift.

3. The President and/or one 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.

2. Procedure:

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.

3. STEP ONE: The grievance shall be taken up first with the immediate supervisor involved in an attempt to resolve the matter informally at that level.

4. STEP TWO: If, as a result of the foregoing discussions, the matter is not resolved within five (5) calendar days, it shall be discussed by the employee affected and member of the Association Grievance Committee with the Deputy Chief in charge of the Battalion in an effort to resolve the matter informally at that level.

5. STEP THREE: 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 with 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, 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.

6. STEP FOUR: 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.

7. 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 for 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 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 all line officers 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

INSURANCE

All employees covered by this Agreement and their families shall be entitled to all present insurance benefits as follows:

1. The City shall continue to provide health insurance which is equal to or better than the benefits currently in effect to all employees and their eligible dependents.
 - A. Monthly Contributions.
 1. All employees shall contribute to health benefits as required by State law.
 - B. Out-of-Network Deductibles. Effective upon thirty (30) days' notice, employees enrolled in the POS plans shall pay a deductible of \$250 per person and \$500 per family for out-of-network coverage.
 - C. Office Visits Co-Pay. Employees enrolled in the POS 2 plan shall pay \$15.00 for each office visit. Effective January 1, 2016, employees enrolled in POS 1 shall pay \$20.00 for primary care physician office visits, and \$30.00 for specialist office visits.

D. Effective January 1, 2016, all employees shall be offered health benefits in either the POS 1, POS 2 plans, or an optional third health benefit plan (at the employee's option) which may be offered by the City in the future.

E. Emergency Room Co-Pay. Effective January 1, 2016, employees enrolled in the POS 1 and POS 2 plans shall pay a \$200.00 co-pay for each emergency room visit."

F. Hospital and Outpatient Surgery Co-Pays.

1. Effective January 1, 2016, employees enrolled in the POS 1 plan shall pay a \$125.00 co-pay per admission at a hospital or skilled nursing facility.

2. Effective January 1, 2016, employees enrolled in the POS 1 plan shall pay a \$75.00 co-pay for each outpatient surgery.

2. Dental Insurance. The City shall continue, for the term of this contract, to provide dental coverage for employees and their eligible dependents. The City shall continue to pay for the basic dental coverage. Employees may continue to elect to participate in the enhanced dental plans in accordance with the plan's enrollment provisions. The employee will continue to pay the difference between the current premium for basic dental plan and the enhanced plans.

3. Co-Pay Prescription Plan. The City will continue, for the term of this contract, to provide a prescription plan through the health insurance plan.

A. Effective January 1, 2016, the City shall provide a co-pay prescription plan for each covered employee and his/her dependents enrolled in the POS 1 and POS 2 plans as follows: \$5.00 for generic; \$30.00 for preferred brand name and \$35.00 for non-preferred brand name for a 30-day supply.

B. Effective January 1, 2016, the City shall provide a co-pay mail order prescription plan for each covered employee and his/her dependents enrolled in the POS 1 and POS 2 plans as follows: \$5.00 for generic; \$30.00 for preferred brand name; and \$35.00 for non-preferred brand name for a 90-day supply.

4. Waiver of Health Coverage. The City will continue to offer a payment for employees who 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 will be for employees who have alternate coverage and will be paid twice per year in July and December. This will be an annual election.

5. Vision Care. The City will continue, for the term of this contract, to provide vision care through the health insurance.

6. 125 Cafeteria Plan. The City will continue, for the term of this contract, to provide a 125 Cafeteria Plan.

7. Medical Coverage after Retirement/Disability. Whenever an employee has served twenty-five (25) years or more of service credit with the New Jersey Police and Firemen's Retirement System (hereinafter "PFRS") and a period of 25 years with the City at the time of retirement, the City shall provide such employee (and his/her dependents) with medical coverage. The City shall continue to pay 50% of the monthly premium for employees enrolled in the POS plans. Retired employees who elect to enroll in the traditional plan shall pay 100% of the monthly premium. A retiree may also elect to enroll in the State Health Benefits Plan. This is intended to include those employees who retired on disability to the extent said coverage is afforded under Chapter 88 of Public Law 1974."

Eligible retirees shall only be eligible to receive the same level of medical benefits (including deductibles, co-pays and prescription co-pays) as provided to current employees.

8. Disability Insurance.

A. Short Term Disability. The City will provide a short-term disability plan with a benefit of 66.67% of the employee's weekly salary, not to exceed \$400 per week commencing on the 15th day of the accident/sickness for a 26-week benefit duration after the employee has exhausted sick and/or donated leaves. The cost of the premium shall be paid by the City.

B. Long Term Disability. The City will provide a long-term disability plan with a benefit of 60% the employee's monthly salary not to exceed \$1,000 per month commencing after the exhaustion of short term disability for a 5-year maximum in accordance with the plan's guidelines and after the employee has exhausted sick and/or donated leaves.

9. Health and Dental Coverage Continuation. Health insurance coverage for employees whose health coverage terminates within thirty (30) days after the effective date of occurrence because of a reduction in working hours, termination in good standing, or leave of absence without pay, unless otherwise specified by state or federal law (*e.g.* coverage for specified periods of time while on Family Medical Leave, Military Leave, *etc.*). Upon termination of coverage, the employee may elect to continue health insurance coverage pursuant to COBRA.

10. Employee Assistance Program: The City shall provide an Employee Assistance Program at no cost to the employee. Utilization of this program shall remain confidential between the employee and the Plan personnel, and utilization of the Plan services shall not be used against any employee.

ARTICLE VII

VACATIONS

1. *Accrediting method for vacation leave:* All vacation leave shall be converted from daily tabulation to hourly tabulation. All accumulated vacation leave shall also be converted from daily to hourly tabulations.

a. All line officers shall earn vacation leave with pay based upon twelve (12) hours according to the following schedule:

Length of Service	Vacation Days (Shifts)	Vacation Hours
Under Twenty Years	24 (12)	288
Twenty Years or More (additional ¼ day)	24.5 (12.5)	300

b. All staff officers shall earn vacation leave with pay based upon twelve (12) hours according to the following schedule:

Length of Service	Vacation Days (Shifts)	Vacation Hours
Under Twenty Years	24	288
Twenty Years or More (additional 1 day)	25	300

c. Effective January 1, 2016, vacation earned during the last year of employment shall be prorated as follows: Employees who retire between January 1st and June 30th will receive fifty percent (50%) of their vacation; employees who retire between July 1st and December 31st will receive one hundred percent (100%) of their vacation.

2. The vacation period shall be the calendar year from the 1st day of January to the 31st 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 such schedules may be changed in the discretion of the Chief 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 (captains) per shift on vacation at all times between January 1 and December 31 of each year. Between mid-June and September 9th of each year those employees who are on vacation shall receive, if requested, up to eight (8) working days of continual working time.

ARTICLE VIII

ACTING OFFICERS

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

ARTICLE IX

SICK LEAVE/SUPPLEMENT COMPENSATION

1. a. All sick leave shall be converted from daily tabulation to hourly tabulation. All accumulated sick leave shall also be converted from daily to hourly tabulations.

b. Employees shall accumulate and earn sick leave at the rate of one hundred eight (180) hours (7.5 shifts / 15 working days) per calendar year. Absence from work as are 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 with the City of East Orange Fire Department.

2. a. 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.

b. Effective January 1, 2016, sick leave earned during the last year of employment shall be prorated as follows: Employees who retire between January 1st and June 30th shall receive fifty percent (50%) of their sick leave earned during their last year of employment; employees who retire between July 1st and December 31st shall receive one hundred percent (100%) of their sick leave earned in their last year of employment.

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 accumulate sick leave based upon the employee's average annual compensation received during the last year of his/her 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 or less if required by State law and in accordance with the provisions of the State law. The calculation of a day's pay shall be made in the same fashion as the calculation of a day's pay twelve (12) hours for holiday pay.

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 1st of the year prior to the year in which the retirement becomes effective. In the event an employee fails to give notice by November 1st for the reason that such employee 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 1st 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 determined when the payments shall be made.

6. Any employee who chooses to retire shall receive, if he/she so requests, payment for all vacation accrued by him/her as of the date of his/her retirement, terminal leave, the two weeks deferred payroll payments, as well as any other moneys due and owing to him/her (said snow days) in one (1) lump sum within thirty (30) days of the date of such retirement. The request for the lump sum payment must be made at least thirty (30) days prior to retirement. All payments relating to terminal leave shall end effective midnight on December 31, 2017.

ARTICLE X

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 discretion of the Fire Chief. Extensions of such leaves may be granted in the discretion of the Fire Chief.

2. Change of Time Leave.

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, 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/her immediate family as defined below, and shall be paid his/her regular rate of pay for the scheduled working hours missed, during the prior 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 Fire Chief 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. This provision shall be deleted effective midnight on December 31, 2017.

6. Emergency Leave. In each year of the Agreement, employees shall be entitled to convert one (1) of their annual sick days to an emergency day, to be used on an "as needed" basis. The requirements for sick leave eligibility shall not apply to emergency days. Upon return to work, the employee may be required to provide documentation of the emergency.

7. Family & Medical Leave. Eligible employees may be granted family leave in a twenty-four month period in accordance with the New Jersey Family Leave Act, N.J.S.A. 34:11 B-1 et seq. (FLA) and the Federal Family and Medical Leave Act of 1993, 29 U.S.C. 2601 *et seq.* (FMLA).

8. Donated Leave. Upon the approval of the New Jersey Department of Personnel, the City will establish a Donated Sick Leave Program to provide an opportunity for employees to contribute sick days to a "bank" for use by other employees who have exhausted their sick leave time.

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

ARTICLE XI

SENIORITY

Seniority in rank is defined to mean date of promotion to the rank of Captain. 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. In the case of employees with the same promotion date, seniority will be determined by ranking of the employees on the promotional list from which they were promoted. The employee with the highest ranking on the list will be the most senior employee.

ARTICLE XII

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 XIII

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 XIV

SALARY

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

- a. Effective July 1, 2013 through December 31, 2014 – 0%
- b. Retroactive to January 1, 2015, wages shall be increased by 1.50% (\$99,394.00)
- c. Effective July 1, 2016, wages shall be increased by 1.75% (\$101,133.00).
- d. Effective January 1, 2017, wages shall be increased by 2.0% (\$103,156.00).

ARTICLE XV

LONGEVITY

1. The longevity plan will be as follows:

a. All current Fire Captains are grandfathered for both Fire Captains and Deputy Chiefs' longevity guides in existence at the time of ratification. The longevity plan for members of the unit promoted before June 1, 2015 is 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 year of service

b. For Fire Fighters newly promoted to the rank of Captain on or after June 1, 2015, the longevity guide shall be as follows:

- 2.0% for five (5) years or more of service;
- 4.0% for ten (10) or more years of service;
- 6.0% for fifteen (15) or more years of service;
- 8.0% for twenty (20) or more years of service;
- 10.0% at the start of the twenty-fourth (24th) year of service.

c. Fire Fighters who are promoted to Captain after June 1, 2015 and are receiving longevity greater than ten percent (10%) at the effective date of their promotion shall continue to receive the same percentage upon promotion; however, these Fire Fighters cannot receive any additional longevity if they are promoted to the rank of Deputy Chief. They will remain at the same percentage at the time of promotion to Fire Captain.

2. 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.

ARTICLE XVI

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 ($1\frac{1}{2}$) times the hourly rate which he receives for his regularly assigned duty.
2. There shall be established a roster of all Captains on a Departmental Seniority Basis. Whenever non-emergency overtime is required it shall be rotated amongst Captains 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 and one-half ($1\frac{1}{2}$) 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. Paid sick leave time shall not count as hours worked for overtime purposes in accordance with the Fair Labor Standards Act should an employee use short term sick leave and overtime is worked in the prior or subsequent 72 hours.
4. The Table of Organization calls for eight (8) companies, squads, or units to be in service. If the number of companies or squads or units in service on a permanent basis is eight (8), then no change from this status shall be considered permanent, for the purposes of this paragraph, unless the change is in effect as to a particular company, squad or unit for more than thirty (30) consecutive days. All other changes, such a reduction of eight (8) squads or companies or units from eight (8) to seven (7), shall be considered temporary or "temporary status." The Department shall be limited to using three (3) fire fighters in an acting capacity for all staff positions, including Fire Safety Education, Fire Prevention and Chief, Alarm Operations, and all Line positions. The Fire Chief retains the right to assign fire fighters who work in an acting capacity and fire officers who are recalled for overtime. The Chief shall have the right to use fire fighters in an acting capacity over the three (3) referenced above only after the master list has been exhausted. Anything to the contrary notwithstanding, no fireman may act as a Captain or perform Captain's duties or services, and all vacancies in Captain's positions will be filled by off-duty Captains on a paid overtime basis, at the rate of one and one-half times the hourly rate, if at the time of any possible or proposed use of a fireman acting as a Captain, or at any time during the proposed tour of the fireman acting as Captain, a Fire Fighter may serve as Acting Captain provided that no Fire Fighter is on overtime; if so, then an overtime Captain must be used.

ARTICLE XVII

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 may be 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 XVIII

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 XIX

MISCELLANEOUS

1. Employees covered by this Agreement may be assigned to supervise the performance of any duty which is related to firefighting, 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 and the Association agree not to discriminate against any individual on the basis of race, creed, color, national origin, ancestry, religion, gender (including gender identity or expression or disability), marital status, affectional or sexual orientation, military service, political affiliation, veteran status, genetic information, atypical hereditary cellular or blood trait or any other legally protected classification.

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.

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 continuous hours at a fire so that such unit employee may go back to the firehouse for a one 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. Employees will receive electronic pay stubs for each individual pay period. All employees shall be responsible for providing Human Resources with an alternate email address, if the employee does not have an issued municipal email account, to guarantee the prompt transmittal of payroll records to all employees. The number of pay periods shall be changed from twenty six (26) to twenty four (24) effective January 1, 2016.

ARTICLE XX

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 XXI

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 XXII

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 XXIII

MILITARY LEAVE

1. The City will grant a leave of absence for military duty or active service in accordance with the applicable City ordinance, state and federal laws. Employees seeking military leave must submit their military service orders to the Chief of Police and Police Director for review prior to the commencement of the leave. Employees who have reserve duty obligations are requested to provide the Chief of Police and Police Director with a copy of their drill schedule for the time they are scheduled to fulfill their inactive duty military obligations.

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 XXIV

TERM OF AGREEMENT

1. This Agreement shall be effective and shall remain in full force and effect from July 1, 2013 to December 31, 2017.

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 22 day of SEPTEMBER, 2015.

EAST ORANGE FIRE OFFICERS'
ASSOCIATION

CITY OF EAST ORANGE

By: Paul Daly
Paul Daly, President

By: Lester E. Taylor
Lester E. Taylor, Mayor

By: Rodney Johnson
Rodney Johnson, Executive
Delegate

ATTEST:

Cynthia Brown
Cynthia Brown, City Clerk

ATTEST: