

AGREEMENT

BETWEEN

THE CITY OF EAST ORANGE, NEW JERSEY

and

**FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION,
BRANCH NO. 23, OF EAST ORANGE, NEW JERSEY**

JULY 1, 1999 TO JUNE 30, 2006

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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 FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, BRANCH NO. 23, OF EAST ORANGE, NEW JERSEY, 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 uniformed firemen, linemen and dispatchers of the East Orange Fire Department employed by the City, but excluding the Chief, all other Fire Officers and Supervisory Employees (including Deputy Chiefs, Captains, Superintendent of Fire Alarm, Head Lineman), and all other employees in the East Orange Fire Department.

2. Unless otherwise indicated, the terms "Fireman", "Firemen", "Employee", "Employees", 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 the Board of Fire Commissioners of the City of East Orange, New Jersey.

ARTICLE II

BULLETIN BOARDS

The City shall permit the Association reasonable use of existing Bulletin Boards in each Firehouse for the posting of notices concerning lawful Association business and activities and concerning matters dealing with the welfare of the employees. "No notice shall be posted until it has been submitted to the Chief.

ARTICLE III

ASSOCIATION BUSINESS LEAVE

1. Four (4) 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 which 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) member 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 on 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 four (4) members of the Board of Trustees of the Association shall be granted reasonable leave from duty with full pay for one annual meeting of the Board of Trustees of the Association when such meeting takes place at a time when such members are scheduled to be on duty.
4. All duly appointed and elected Association Delegates shall be granted leave from duty with full pay to attend the Association's Conventions, in accordance with N.J.S.A. 11:26-C-4, upon application therefore in writing in accordance with the rules and regulations of the Department.
5. The President and 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 same.
6. It is expressly understood that all leaves are subject to the requirement that they do not interfere with emergency requirements of the Department.

ARTICLE IV

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 Captain or other immediate supervisor 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 a 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, the aggrieved and the Association may resort 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 Trustee 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/her 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/she shall have no power to add to or subtract from or modify any of the terms of the Agreement, nor shall he/she in any case have power to rule on any issue or dispute not expressly covered by or excepted from the definition of 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's freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal with respect to his/her 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 V

MANPOWER

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 VI

WORK WEEK

1. It is agreed that the normal work week for unit employees shall be the 24/72 work schedule.

2. For all employees assigned to the Fire Prevention Bureau the normal workweek shall be eight (8) hours per day, five (5) days a week, Monday through Friday, for a total of forty (40) hours, plus assigned duties and hours, in accordance with present practices.

3. For all employees performing services as Line Department Personnel the normal work week shall be eight (8) hours per day, five (5) days a week, Monday through Friday, for a total of forty (40) hours and, in addition thereto, standby services as required and assigned on a rotating basis over Saturday and Sunday in accordance with present practice, provided, however, that in addition to the foregoing, the Line Department Personnel shall be placed on a forty-two (42) hour shift at such times as they relieve in the alarm room.

4. Present work schedules and practices for staff positions shall be maintained during the duration of this Agreement.

*old term from 70s
revised*

ARTICLE VII

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.

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.

3. Employees of the Fire Prevention Bureau working forty (40) hours per week based on a five (5) day week of Monday through Friday shall celebrate the same holidays as the employees of the City working in the City Hall on a five (5) day cycle of Monday through Friday, and shall be given the same days off as those employees.

ARTICLE VIII

LONGEVITY

The longevity plan will be as follows:

5 years of completed service	-	2% of base salary
10 years of completed service	-	4% of base salary
15 years of completed service	-	6% of base salary
20 years of completed service	-	8% of base salary
22 years of completed service	-	14% of base salary
24 years of completed service	-	16% of base salary

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.

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 IX

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.

ARTICLE X

INSURANCE

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

1. All employees covered by this Agreement shall be entitled to coverage under the Blue Cross Hospitalization and Blue shield Medical Surgical Plans (including Rider J), the full payment of which shall be paid by the City.

- 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 Dental Care Insurance Program instituted by the City as the result of negotiations, the City to pay only the cost of the premiums for the individual employee and his/her spouse, if any.

ARTICLE XI

VACATIONS

1. Employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

Over 20 years of service as of
December 31st38 days

20 years of service
or less as of December 31st28 days

(provided, however, that new employees shall be entitled to vacation leave computed at the rate of one (1) working day for each month of employment during the first year of such employment)

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 the Board, and such schedules may be changed at 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/her estate shall receive one (1) calendar days' 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/her scheduled vacation, he/she shall not be required to use this scheduled vacation but such vacation shall be rescheduled by the Chief or the Department to any available vacation period, where feasible.

ARTICLE XII

ACTING OFFICERS

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

ARTICLE XIII

SICK LEAVE/SUPPLEMENTAL COMPENSATION

1. Employees shall accumulate and earned 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 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 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. 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 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 and special 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.

ARTICLE XIV

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 Board. Extensions of such leaves may be granted in the discretion of the Board.

2. Special Leave:

- a. Each permanent employee will be granted special leave of one (1) day 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/she is able to secure another employee satisfactory to the Chief 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 leave day with pay in such calendar year. Any employee desiring such leaves shall give to his/her Superior Officer eight (8) calendar days prior written specific request for the same, the absence of which no such leave will be granted.
- 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 shall be granted or denied at 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.

ARTICLE XV

SENIORITY

Seniority in rank is defined to mean the accumulated length of service with the Department computed from the last date of hire. 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 XVI

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 mail boxes.

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/her office, position or employment or his/her salary or fringe benefits, any disciplinary action taken against him/her, 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/her.

ARTICLE XVII

DISCIPLINE AND DISCHARGE

1. It is agreed that nothing herein shall in any way prohibit the City from discharging or otherwise disciplining any employee, regardless of his/her seniority for just cause.

2. In the event that a discharged employee feels that he/she 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 the Civil Service Statutes.

ARTICLE XVIII

WAGES

1. The wages for all employees covered by this Agreement shall be as set forth in Appendix A-1 through A-2, attached hereto.

- a. Effective July 1, 1999, wages shall be increased by one percent (1%). (See Schedule A-1 through A-2).
- b. Effective July 1, 2000, wages shall be increased by one percent (1%). (See Schedule A-1 through A-2).
- c. Effective July 1, 2001, holiday pay shall be folded into the base salary. (See Schedule A-1 through A-2).
- d. Effective July 1, 2002, wages shall be increased by three and one-half percent (3.5 %). (See Schedule A-1 through A-2).
- e. Effective July 1, 2003, wages shall be increased by three and one-half percent (3.5 %). (See Schedule A-1 through A-2).
- f. Effective July 1, 2004, wages shall be increased by four percent (4%). (See Schedule A-1 through A-2).
- g. Effective July 1, 2005, wages shall be increased by three and one-half percent (3.5%). (See Schedule A-1 through A-2).

2. Each new Firefighter and Fire Alarm Operator shall be appointed for a probationary period of three (3) months at the salary as scheduled, and if at the end of such period his/her services are satisfactory, he/she will be appointed a regular Firefighter or Fire Alarm Operator of the third (3rd) grade. One (1) year from the date of probationary appointment, if his/her services are satisfactory, he/she will be appointed a Firefighter or Fire Alarm Operator of the second (2nd) grade, in which grade he/she will remain for two (2) years, receiving the salary as scheduled for the first and second year of that period. If at the end of that period his/her services are still satisfactory, he/she will be appointed a Firefighter or Fire Alarm Operator of the first (1st) grade, receiving the salary as scheduled for the first year of that period and the salary as scheduled thereafter.

ARTICLE XIX

OVERTIME

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

2. There shall be established for each tour a roster of the employees on such tour, on a Departmental seniority basis. Whenever non-emergency overtime work is required, it shall be rotated amongst employees on the appropriate roster in accordance with the reasonable requirements of the Department and the ability of each employee to do the particular job to be assigned. If an employee refuses an assignment to work overtime, he/she shall be considered as having worked such overtime assignment for the purpose of maintaining a proper order or rotation for future assignments.

3. An employee called in to work outside his/her regularly scheduled tour of duty shall be guaranteed four (4) hours work at his/her 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/her regular shift and works into his/her regular shift, or when an employee is held over on duty after his/her regular shift.

ARTICLE XX

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 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 performs, 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 XXI

SAVING 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 XXII

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

4. The City agrees that it will maintain parity of wages as between employees of the City's Fire Department and the City's Police Department.

5.. 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.

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

7. 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 any manner recognized by law.

8. Whenever an employee is a defendant in any action or legal proceeding arising out of incidental to the performance of his/her duties, the City, pursuant to N.J.S.A. 40A:14-28, shall provide him/her with counsel and costs incidental to such representation, but not for his/her defense in a 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/her defense.

9. Employee for Employee Relief:

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.

10. The City shall have the right to conduct random drug testing of each unit employee.

ARTICLE XXIII

INCLEMENT WEATHER

“Inclement weather” is defined as those occasions when the temperature and humidity indexes reached or exceeds 80 degrees, or when the wind chill factor falls to 32 degrees or below. During inclement weather:

- a. There shall be no regularly scheduled outside activities, such as building inspections and drills, other than inclement weather drills.
- b. 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 in order to change their clothing at their Fire House and promptly return. 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.

ARTICLE XXIV

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 and employee encouraging, tormenting 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 XXV

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 XXVI

ASSOCIATION SECURITY

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

2. The Association agrees that it shall have the sole and exclusive responsibility for the collection of the services fees, and that the payment of services 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 XXVII

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 re-employed at the rate of pay prevailing for work which he is assigned at the time of his/her 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 XXVIII

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 wither 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 ___ day of _____, 2003.

**FIREMEN'S MUTUAL BENEVOLENT CITY OF EAST ORANGE
ASSOCIATION, BRANCH NO. 23, OF
EAST ORANGE, NEW JERSEY**

By:

By:

President, FMBA Local No. 23

ROBERT L. BOWSER, Mayor

By:

ATTEST:

Delegate, FMBA Local No. 23

**, Chairman
Board of Fire Commissioners**

ATTEST:

ATTEST:

**CYNTHIA BROWN
CITY CLERK**

APPENDIX A-1

**FIREFIGHTER SALARY PLAN
WAGE SCHEDULE**

<u>Rank</u>	<u>Eff.</u> <u>7/1/99</u> <u>(1%)</u>	<u>Eff.</u> <u>7/1/00</u> <u>(1%)</u>	<u>Eff.</u> <u>7/1/01</u> <u>(holiday</u> <u>roll-in)</u>	<u>Eff.</u> <u>1/1/02</u> <u>(0%)</u>	<u>Eff.</u> <u>7/1/02</u> <u>(3.5%)</u>	<u>Eff.</u> <u>7/1/03</u> <u>(3.5%)</u>	<u>Eff.</u> <u>7/1/04</u> <u>(4.0%)</u>	<u>Eff.</u> <u>7/1/05</u> <u>(3.5%)</u>
1 st Grade (2 nd Year)	\$52,963	\$53,493	\$57,608	\$57,608	\$59,624	\$61,711	\$64,179	\$66,425
1 st Grade (1 st Year)	\$49,962	\$50,462	\$54,343	\$54,343	\$56,246	\$58,215	\$60,544	\$62,663
2 nd Grade (2 nd Year)	\$46,971	\$47,441	\$51,090	\$51,090	\$52,878	\$54,729	\$56,918	\$58,910
2 nd Grade (1 st Year)	\$43,976	\$44,416	\$47,833	\$47,833	\$49,507	\$51,240	\$53,290	\$55,155
3 rd Grade	\$41,379	\$41,793	\$45,007	N/A	N/A	N/A	N/A	N/A
3 rd Grade (2 nd Year)	N/A	N/A	N/A	\$45,007	\$46,583	\$48,213	\$50,142	\$51,897
3 rd Grade (1 st Year)	N/A	N/A	N/A	\$35,944	\$37,201	\$38,503	\$40,043	\$41,445
Probationary FF	\$33,046	\$33,376	\$35,943	\$25,000	\$25,875	\$26,781	\$27,852	\$28,827

APPENDIX A-2

**FIRE ALARM OPERATORS SALARY PLAN
WAGE SCHEDULE**

<u>Title</u>	<u>Eff.</u> <u>7/1/99</u> <u>(1%)</u>	<u>Eff.</u> <u>7/1/00</u> <u>(1%)</u>	<u>Eff.</u> <u>7/1/01</u> <u>(holiday</u> <u>roll-in)</u>	<u>Eff.</u> <u>1/1/02</u> <u>(0%)</u>	<u>Eff.</u> <u>7/1/02</u> <u>(3.5%)</u>	<u>Eff.</u> <u>7/1/03</u> <u>(3.5%)</u>	<u>Eff.</u> <u>7/1/04</u> <u>(4.0%)</u>	<u>Eff.</u> <u>7/1/05</u> <u>(3.5%)</u>
Supervisor Fire Alarm Operator	\$55,242	\$55,795	\$60,087	\$49,000	\$50,715	\$52,490	\$54,589	\$56,773 ⁵⁰⁰
Senior Fire Alarm Operator	\$40,289	\$40,693	\$43,823	\$43,823	\$45,357	\$46,944	\$48,822	\$50,531
1 st Grade (4 th Year)	\$37,277	\$37,650	\$40,546	\$40,546	\$41,965	\$43,434	\$45,171	\$46,752
2 nd Grade (3 rd Year)	\$33,534	\$33,869	\$36,474	\$36,474	\$37,751	\$39,072	\$40,635	\$42,057
3 rd Grade (2 nd Year)	\$29,791	\$30,090	\$32,405	\$32,405	\$33,539	\$34,713	\$36,102	\$37,366
Probation (1 st Year)	\$26,750	\$27,019	\$29,097	\$25,000	\$25,875	\$26,781	\$27,852	\$28,827