

3-0023

AGREEMENT ENTERED INTO THIS ^{5th} day of August, 1970,
by and between the CITY OF ELIZABETH, NEW JERSEY, hereinafter
referred to as the "City", or the "Employer", and FIREMEN'S
MUTUAL BENEVOLENT ASSOCIATION, BRANCH NO. 9, AFFILIATED WITH
LOCAL 286, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, PUBLIC SERVICE
EMPLOYEES, hereinafter referred to as the "Union".

ARTICLE I - RECOGNITION

1. The City hereby recognizes the Union as the
exclusive and sole representative for collective negotiations
concerning salaries, hours and other terms and conditions
of employment for all uniformed firemen, probationary firemen,
employees of the Electrical and Mechanical Repair Bureaus, and
all other uniformed members of the City's Fire Department,
but excluding the Chief, Deputy Chiefs, supervisors of Repair
and Electrical Bureaus, Battalion Chiefs, Captains, all other
Fire officers and Probationary Fire Officers, and all other
employees.

2. Unless otherwise indicated, the terms "fireman,"
"firemen", "employee", or "employees" when used in this
Agreement refers to all persons represented by the Union in the
above-defined negotiating unit.

ARTICLE II - UNION SECURITY

Employees covered by this Agreement at the time it
is executed and who are members of the Union at that time shall
be members for the duration of this Agreement and the City will

THELH BOOKS DUJES
New York

not honor revocations from any employee covered by this provision, except as provided herein.

Employees not members of the Union and who desire membership shall confirm their desire to join for the duration of this Agreement by initiating their Union application form and dues deduction authorization forms.

Upon receipt of written authorization, the Employer shall deduct Union dues weekly, on a prorata basis, and shall remit the moneys collected to the Union once each month, not later than the 15th of the month. The Union agrees to indemnify and hold harmless the City from any causes of action, claims, loss or damages incurred as a result of this clause.

All deductions under this Article shall be subject to revocation at the termination of this Agreement by the employees who executed such assignments, upon giving written notice to that effect thirty (30) days prior to the expiration date of this Agreement. Such notice shall be given to the Union and the City Controller. The City Controller and the City Treasurer shall thereafter cease withholding any moneys whatever under such assignments.

Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding check in payment of such deductions by mail

to the assignees' last known address, the City and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

If any provision of this Article is invalid under Federal Law, or the laws of the State of New Jersey, said provisions shall be modified to comply with the requirements of Federal or State Law or shall be re-negotiated for the purpose of adequate replacement.

ARTICLE III - UNION BUSINESS LEAVE

1. Meetings between representatives of the City and of the Union for the negotiation of terms of the Agreement or the handling of grievances as prescribed herein should be scheduled, wherever practicable, during non-working time, of all affected employees.

2. Leave of absence with pay to attend and serve as delegates to conventions of the Union may be granted in writing to not more than six (6) unit employees during a calendar year, with the extent of the leave limited to four (4) days per delegate, contingent upon available manpower. Application for leave shall be made in writing not less than two (2) weeks in advance. The parties also agree to be bound by the provisions of New Jersey Statutes 11:26 C-4, where applicable.

3. Unjustified failure of an employee to return to work promptly upon the expiration of authorized leave may

subject the employee to disciplinary action in accordance with Departmental rules and regulations.

ARTICLE IV - BULLETIN BOARDS

The Union shall have the use of a single bulletin board in each Firehouse for the posting of notices relating to meetings and official business only. No notice shall be posted until it has been submitted to the Director.

ARTICLE V - GRIEVANCE PROCEDURE AND ARBITRATION

In the event that any difference or dispute should arise between the City and the Union, or its members employed by the City, over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the grievance is filed in writing within ten (10) calendar days of its occurrence or employee knowledge thereof:

- Step 1. Between ¹the aggrieved employee and his immediate superior. If no satisfactory agreement is reached within five (5) calendar days, then
- Step 2. between an official of ²the Union, in a conference with the Director or his designee. Should no acceptable agreement be reached, within an additional five (5) calendar days.
- Step 3. the matter may be referred to arbitration by the City or the Union only. ³

Either party may notify the other in writing, certified mail, not later than ten (10) calendar days after the Step 2 meeting, of the intention to proceed to arbitration. Failing to agree on a satisfactory arbitrator within five (5) calendar days, the moving party may request the American Arbitration

Association to designate the arbitrator in accordance with AAA rules and regulations.

The arbitrator shall be limited to the issues presented, and shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to establish or change any wage rate. The decision shall be final and binding. The cost of the impartial arbitrator shall be borne equally by both parties.

Unless extended by mutual agreement, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last City answer.

It is specifically understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance

(a) involves the existence of alleged violation of any agreement other than the present Agreement between the parties; (b) involves issues which were discussed at negotiations but not covered by the terms and conditions of this Agreement; (c) involves claims of violation of an allegedly implied or assumed obligation; (d) would require an arbitrator to rule on, consider or decide a modification of negotiated rates of pay, or the level, title, or other designation of an employee's job classification; (e) would require an arbitrator to consider, rule on, or decide the elements of a job assignment, or the right of management to assign or reassign work, provided such assignment or reassignment does not conflict with the provisions of Article XIX herein; (f) pertains in any way to the administration, interpretation or application of insurance,

pension, savings or other benefit plans in which covered employees are eligible to participate; (g) involves discipline or discharge of employees who have not satisfactorily completed the designated probationary period. Nothing contained herein, where arbitration is not obtainable, shall prevent or bar the Union or aggrieved employee from seeking redress through litigation in the courts.

ARTICLE VI - WORKWEEK

1. It is agreed that the normal workweek for unit employees performing fire fighting duties shall be an average of forty-two (42) hours computed over the period of the full fiscal year.

2. For all other employees in the unit, 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.

3. Present work schedules shall be maintained, subject to change by mutual agreement.

ARTICLE VII - EXTRA TIME

1. Whenever an employee works in excess of his regularly assigned workweek or work schedule in non-emergency detail as provided for in Article VI, in addition to any other benefits to which he may be entitled, he shall receive extra time in money for such work at one and one-half (1-1/2) times the hourly rate which he received for his regularly assigned duty in accordance with the City Ordinance.

2. (a) The Officers in charge of each firehouse on each tour shall establish a roster of the employees in his firehouse on a seniority basis. Whenever extra-time work paid in money is required, it shall be rotated amongst employees on the roster. If an employee refuses an assignment to work extra-time, he shall be considered as having worked such extra-time assignment for the purpose of maintaining a proper order of rotation for future assignments.

(b) Any employee on emergency recall shall receive compensatory time off at the rate of one and one-half (1-1/2) hours for every hour worked, with a minimum of four (4) hours compensatory time off for every such detail.

(c) Any employee held over on his job for an emergency detail shall receive a minimum of one (1) hour of compensatory time off. If such employee is held over beyond one (1) hour, he shall receive one and one-half (1-1/2) hours of compensatory time off for each hour (or part thereof) beyond the first hour.

3. All employees working less than a forty-two (42) hour workweek shall receive extra-time in money for non-emergency detail at one and one-half times their regular hourly rate after forty (40) hours have been worked in one (1) week.

ARTICLE VIII - HOLIDAYS

1. Employees working a forty-two (42) hour schedule shall be entitled to holiday pay in compensatory time off for a total of eighty-two (82) hours per contract year.

2. Employees taking time off under this provision shall be charged with a maximum of ten (10) hours per tour.

3. The allocation of compensatory time off shall be by mutual agreement between the Director and the employee.

4. Employees working a forty (40) hour schedule shall receive wages based upon eight (8) hours straight time hourly rate of pay for each of the following holidays, even though not required to work:

New Year's Day (Jan. 1)
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day (May 30)
Independence Day
Labor Day
Columbus Day
General Election
Veterans Day
Thanksgiving Day
Christmas Day (Dec. 25)

ARTICLE IX - LONGEVITY

1. All permanent employees of the Fire Department covered by this Agreement shall be entitled to be paid longevity pay in accordance with the schedule contained in this Article. Longevity pay shall be applied on the basis of the employee's anniversary date of employment, as follows -- if the employee's anniversary falls between January 1 and June 30, he shall be entitled to adjusted longevity pay retroactive to January 1; if the employee's anniversary date falls between July 1 and December 31, he shall be entitled to adjusted longevity pay retroactive to July 1. Longevity pay, in the case of salary increases, will be credited retroactively to the January 1st

preceding the execution date of this contract and will accordingly be computed on the new base salary. If an employee receives an adjustment in his salary due to promotion during the calendar year, longevity pay will not be changed until the following January 1st; as of the following January 1st, the longevity pay will be computed on the new base salary.

2. The scale of longevity pay shall be as follows:

5th year of employment to completion of 9th year	2%
10th year of employment to completion of 14th year	4%
15th year of employment to completion of 19th year	6%
20th year of employment to completion of 24th year	8%
25th year of employment and over	10%

ARTICLE X - CLOTHING ALLOWANCE

All employees of the Fire Department covered by this Agreement shall be entitled to an annual clothing allowance of \$150.00, payable the second pay period of April each year. Employees shall be responsible for proper maintenance of all clothing purchased. Clothing shall not be used by the employee except during the performance of assigned Departmental duties.

ARTICLE XI - INSURANCE

1. All employees of the Fire Department, covered by this Agreement and their families shall be entitled to full

coverage of Blue Cross and Blue Shield hospitalization plans including Rider "J" plan of the N.J. Blue Cross, the premiums of which shall be paid for by the City.

2. All other insurance benefits presently in effect shall be maintained throughout the period of the Contract.

ARTICLE XII - VACATIONS

1. Effective January 1st, 1970, employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

Over 25 years of continuous service	27 calendar days
20 to 25 years of continuous service	24 calendar days
10 to 20 years of continuous service	23 calendar days
5 to 10 years of continuous service	21 calendar days
1 to 5 years of continuous service	17 calendar days
0 to 1 year of continuous service	1 day per month [including starting month and vacation month]

Upon completion of twenty-five (25) years of continuous service, the employee shall receive five (5) extra days of vacation for that anniversary year only.

2. Vacations shall normally begin following the regular "days off" of the employee.

3. Vacation time must be used in the vacation year in which it is earned, or it shall be forfeited. However, one year's accumulation may be carried into the next succeeding year.

should circumstances warrant, this provision may be waived by the Business Administrator and the Director.

4. The vacation period shall be the calendar year, from the first day of January to the 31st day of December. Vacations shall be scheduled by the Department, giving preference to employee choice according to seniority, where practicable and where consistent with continued efficient operations.

5. Any employee of the Department, covered by this Agreement, who is entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken, effective thirty (30) days prior to the date of retirement. In the event that an employee is entitled to vacation leave at the time of his death, his widow or his estate shall receive the earned vacation pay on the same basis as an employee who is retiring.

ARTICLE XIII - ACTING OFFICERS

Any fireman assigned to a Captain's position on an acting basis shall be paid for such work at the Captain's base rate of pay, but longevity shall continue to be based on his fireman's pay.

ARTICLE XIV - LEAVE WITHOUT PAY

Any covered employee desiring leave without pay for personal reasons, up to a maximum period of ninety (90) days, shall make a request in writing to the Officer in Charge not less than two (2) weeks in advance of the date for 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 at the discretion of the Director. Extensions of such leaves may be granted providing that, at least two weeks prior to the date on which the initial and subsequent leave would terminate, the employee requests said extension of the Director. In granting leaves or extensions of leaves, approval will not be unreasonably withheld. Falsification of the reason for leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writing. At the request of the Director, and where warranted by the circumstances, a returning employee may be required to undergo a physical examination by the Department physician prior to resuming duties.

ARTICLE XV - EXCHANGE OF SHIFTS

An employee may, with approval of the Duty Chief not less than one (1) day in advance, arrange to exchange shifts with another employee so long as there is no additional cost to the City.

ARTICLE XVI - FUNERAL LEAVE

A regular full time employee shall be excused from work because of death in his immediate family, as defined below, and shall be paid his regular rate of pay for the scheduled working hours missed during the first ninety-six (96) hours following the death. Immediate family is defined to mean parents, children, spouse, brother or sister, father-in-law or

mother-in-law, as well as grandfather or grandmother if members of the employee's household. Special cases will be referred to the Director, as heretofore.

ARTICLE XVII - SENIORITY

Seniority is defined to mean the accumulated length of continuous 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 bona fide illness or injury certified by a physician not in excess of one (1) year. Seniority shall be lost and employment terminated if any of the following occur:

- (a) discharge
- (b) resignation
- (c) absence for five (5) consecutive calendar days without leave or notice or justifiable reason for failing to give same.
- (d) absence for illness or injury for more than one (1) continuous year
- (e) layoff for longer than six (6) consecutive months

Failure to return promptly upon expiration of authorized leave without reasonable notice will subject the employee to disciplinary action.

ARTICLE XVIII - BAN ON STRIKES

L. 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, parties hereto agree that there will not be and that the Union, its officers, members, agents, or principals, will not engage in, encourage, sanction, or suggest, 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, suggesting, fomenting or participating in a strike, slowdown or other such interference.

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

ARTICLE XIX - MISCELLANEOUS

1. Employees may be assigned to perform any duty related to firefighting, fire prevention, rescue, salvage, care and maintenance of firefighting equipment apparatus, overhaul work, care, maintenance or housekeeping of fire houses. It is understood that this will not encompass construction, plumbing, electrical, painting, carpentry, masonry or other such maintenance work and mechanical work normally performed by Repair Bureau employees or non-negotiating unit employees.

2. Where there is a labor dispute involving the firemen of another community with which the City of Elizabeth has a mutual aid pact, there shall be no assignment of employees on a standby basis. However, the Union and employees agree to perform all customary functions related to firefighting

in such community.

3. In the event an employee wishes to leave the City during non-working hours, he will not be required to receive permission, but he should leave a telephone number or an address at which he can be contacted. Said employee is subject to emergency recall under terms of this agreement.

ARTICLE XX - RULES AND REGULATIONS

The City may establish and enforce reasonable rules and regulations in connection with its operation of the Fire Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies shall be furnished to the Union and opportunity for discussion of the rules and regulations shall be afforded to the Union.

It is understood that employees shall comply with all reasonable rules and regulations made by the City from time to time. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instructions as a grievance which shall be handled in accordance with the grievance procedure set forth in Article V of this contract.

In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute

promptly and efficiently an instruction or order of an officer or other superior, the City shall have the right, at its option, to suspend, or discharge the offending employee or employees, subject only to the right of the employee or employees to have the suspension or discharge treated as a grievance. This shall not operate as a stay of the suspension or discharge.

ARTICLE XXI - EDUCATION

1. Employees taking courses in fire science shall be reimbursed for the cost of tuition, when approved in advance in writing by the Director. Such approval will not be unreasonably withheld.

2. Every effort will be made to adjust employees' schedules when necessary so that they may take advantage of available fire science courses.

3. The taking of any such courses shall be on a voluntary basis only. Reimbursement shall be forfeited if the course requirements are not satisfactorily and fully completed.

ARTICLE XXII - UNION PRIVILEGES

1. The Union shall have the right to use fire houses at all reasonable hours for Union meetings, subject to advance approval of the officer in charge.

2. Copies of all general orders, rules 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 Union within 24 hours of their promulgation.

3. The Union shall have the right to use the Fire Department's mail or message routing system and use of Fire House and Fire Department mail boxes.

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

ARTICLE XXIII - INJURY LEAVE

1. Whenever an employee shall be injured, ill, or disabled from any cause so as to be physically unfit for duty during the period of such disability, except in connection with off-duty employment, the City may grant a leave of absence with pay up to a maximum period of one (1) year commencing from the date of such injury, illness or disability.

2. Any payments from temporary disability insurance or Workmen's Compensation insurance received by the employee shall be credited toward the pay referred to above.

3. The Employer may require that the injury, illness or disability be evidenced by a certificate of a physician designated by the Department to examine the employee.

ARTICLE XXIV - SICK LEAVE

The present sick leave plan pertaining to non-occupational injuries and illness shall continue in effect for the

duration of this Agreement.

ARTICLE XXV - MANPOWER

1. The manpower strength for each truck company, engine company or rescue squad on tour of duty shall be determined by the needs of the Department, availability of personnel, and safe procedures.

2. In the event of shortages in the required manpower strength, they may be filled either by temporary details from other companies or by overtime assignments.

ARTICLE XXVI - DISCIPLINE AND DISCHARGE

It is agreed that nothing herein shall in any way prohibit the City from discharging or otherwise disciplining any employee, regardless of his seniority, for just cause. Grounds for summary discharge shall include, but not be limited to, drunkenness on the job, dishonesty, careless use or abuse of City property, insubordination, negligence in the performance of duties, and incompetence.

In the event that a discharged employee feels that he has been unjustly dealt with, said employee or the Union, with the permission of the employee, shall have the right to file a complaint, which must be in writing, with the City within three (3) 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.

ARTICLE XXVII - MILITARY CLAUSE

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

2. Any employee required to be absent from work because of National Guard training or service shall receive the difference in pay for work time missed between his regular straight-time rate and the pay received for such National Guard service. Proof of required service and of pay received may be requested by the Director.

ARTICLE XXVIII - ACCUMULATION OF TIME OFF

All compensatory time off provided under the terms of this Agreement may be accumulated up to a maximum of thirty (30) days.

ARTICLE XXIX - MANAGEMENT RESPONSIBILITY

It is recognized that the management of the Fire Department, the control of its properties and the maintenance of order and efficiency, are solely responsibilities of the

City. Accordingly, the City retains the following rights, except as they may be abridged in this Agreement, including, but not limited to selection and direction of the force; to hire; to suspend or discharge for just cause; to make reasonable and binding rules which shall not be inconsistent with this Agreement; to assign, promote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty for legitimate reasons; to decide on the number and location of facilities, stations, etc.; to determine the work to be performed, amount of supervision necessary, equipment, methods, together with the selection, procurement, designing, engineering and the control of equipment and materials; and to purchase services of others, contract or otherwise.

ARTICLE XXX - WAGES

The following salaries will remain in effect for the duration of the Agreement:

FIREMEN

<u>Beginning</u>		<u>Base Salary</u>
1st year of employment		\$9,050.00
2nd year of employment		9,250.00
3rd year of employment		9,450.00
4th year of employment		9,650.00

FIRE SIGNAL SYSTEM LINEMAN

Minimum	\$9,050.00
Maximum	9,650.00

MECHANICAL REPAIRMAN (Range 5)

Minimum	\$8,218.00
Maximum	9,622.00

ARTICLE XXXI - EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining.

ARTICLE XXXII - TERM OF AGREEMENT

1. This Agreement shall be in full force and effect from January 1, 1970, through and including the 31st day of December, 1970. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing not less than sixty (60) days prior to such expiration date.

2. The Agreement shall remain in full force and effect on a day-to-day basis during collective negotiations between the parties extending beyond the date of expiration set forth herein, unless and until either party serves the other with written notice of termination, by registered mail, in which event the agreement shall terminate five (5) days following receipt of such notice.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this 6th day of August, 1970.

THE CITY OF ELIZABETH

BY: Thomas G. Dunn
THOMAS G. DUNN, Mayor

ATTEST:

John J. Dwyer
JOHN J. DWYER, City Clerk

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
BRANCH NO. 9, AFFILIATED WITH
LOCAL 286, INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, PUBLIC SERVICE EMPLOYEES

BY: Donna D. Henry

Donna D. Henry

ATTEST:

Patricia Ann Conway

Morris B. Freed