

AGREEMENT

BETWEEN

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

BRANCH NO. 9

AND

CITY OF ELIZABETH, NEW JERSEY

JULY 1, 2003 THROUGH JUNE 30, 2005

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AGREEMENT entered into this 21st day of May, 2004 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, hereinafter referred to as the "Association."

ARTICLE I

RECOGNITION

1. The City hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all uniformed firemen, fire subcode officials UFD, fire prevention specialists UFD, probationary firemen, and all other uniformed member of the City's Fire Department but excluding the Chief, Deputy Chiefs, Battalion Chiefs, Captains and all other fire officers and probationary fire officers and all other employees.

2. Unless otherwise indicated, the terms fire fighter, fireman, firemen, 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 SECURITY

1. Upon the request of the Association, the employer shall deduct a representation fee from the wages of each employee who is not a member of the Association.

2. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.

3. The amount of said representation fee shall be certified to the employer by the Association, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Association to its own members.

4. The Association agrees to indemnify and hold the employer harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.

5. The employer shall remit the amounts deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.

6. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.4 (2) (c) and (3) (L. 1979, c.477), and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Employer shall immediately cease making such deductions.

ARTICLE III

MAINTENANCE OF MEMBERSHIP

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

ARTICLE IV

CHECK OFF

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

2. All deductions under this Article shall be subject to revocation by the employees who executed such authorizations, upon the filing of a notice of withdrawal in accordance with N.J.S.A. 52:14-15.9e. Such notice shall be given to the Association and the City Comptroller. The City Comptroller and the City Treasurer shall cease withholding dues from the employees when their authorization withdrawals become effective.

3. The Association shall have no right or interest whatsoever in any dues authorized withheld until such dues are actually paid over to it. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions or in transmitting such deductions to the Association. The City and its officers and employees shall be released from all liability to the employee-assignor and the Association upon transmission of such dues to the Association at the Association's last known address.

4. Dues deductions for any employee in the bargaining unit shall be limited to the Association, the majority representative.

ARTICLE V

BUSINESS LEAVE

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

2. Leave of absence with pay to attend and serve as delegates to the convention of the Association 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 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 provision of N.J.S.A. 11A:6-13 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.

4. The officers and the Executive Board of the Association shall be granted time off from duty and shall suffer no loss of regular pay while attending meetings of the Association when such meetings take place at a time when such officers are scheduled to be on duty, provided that this provision does not result in any additional cost to the City.

5. The Union shall provide the Elizabeth Fire Department with a written request of all business leave that requires attendance by Association Members. This request shall include, but not be limited to, the following meetings and conventions.

Monthly Meetings
Executive Board Meetings
Special Meetings

State Meetings
All Conventions

6. These requests shall include the dates/times of the meetings/conventions and the travel time to and from the meetings/conventions. Verification of attendance shall be submitted by the Association Member from the organization holding the meetings/conventions. These requests shall be submitted one (1) month in advance of the scheduled meetings/conventions. Whenever possible, the Union is requested to provide an annual schedule for these events. All Department members will be required to return to work following the cessation of these meetings/conventions.

ARTICLE VI

BULLETIN BOARDS

The Association 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 VII

GRIEVANCE PROCEDURE

1. In the event that any difference or dispute should arise between the City and the Association 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 the aggrieved employee and his/her immediate superior (Captain). If no satisfactory agreement is reached within three (3) calendar days, then
- Step 2. Between the aggrieved employee and the Tour Chief and Chief of the Department. Should no acceptable agreement be reached within an additional three (3) calendar days, then
- Step 3. Between an official of the Association in conference with the Director or his/her designee. Should no acceptable agreement be reached within three (3) calendar days, then
- Step 4. The matter may be referred to arbitration by the City or the Association only. However, a grievance that pertains to a general order that has been issued may be taken up initially at the Step 3 level between the Director or Chief and an official of the Association.

2. Either party may notify the other in writing, certified mail, not later than ten (10) calendar days after the Step 3 meeting, of the intention to proceed to arbitration. If the parties fail to agree on a satisfactory arbitrator within five (5) days, the moving party may request the Public Employment Relations Commission or the New Jersey State Board of Mediation to designate the arbitrator in accordance with their rules and regulations.

3. 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.

4. 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.

5. 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 negotiation 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 XXII 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; or

(g) involves discipline or discharge of employees who have not satisfactorily completed the designated probationary period.

ARTICLE VIII

WORK WEEK

1. It is agreed and understood that employees who are performing firefighting duties shall work a schedule based upon an eight (8) day regularly recurring work period consisting of one twenty-four (24) hour tour of duty, followed by seventy-two (72) hours off, followed by one twenty-four (24) hour tour of duty, followed by seventy-two hours off. It is also understood and agreed that this schedule constitutes a regular, recurring work period of eight (8) days' duration within the meaning of Section 7(k) of the federal Fair Labor Standards Act. Finally, it is understood and agreed that the forty-eight (48) total hours worked by such employees during this eight (8) day work period corresponds, on a pro-rated basis, to forty-two (42) hours of work over a seven (7) day work period.

2. It is agreed and understood that all employees not performing fire fighting duties shall work a 4-3 work schedule based upon the seven (7) day calendar week and shall consist of a recurring pattern of four (4) ten-hour day tours on duty and three (3) days off. The ten (10) hour day tour shall commence at 0700 hours, and shall terminate at 1700 hours. This schedule constitutes a regular, recurring work period of seven (7) days' duration within the meaning of Section 7(k) of the federal Fair Labor Standards Act. The City shall determine each employee's specific days on and days off duty.

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

4. Permission to be relieved one-half (1/2) hour earlier prior to completion of each tour shall be granted upon notification to the Captain in charge; such relief shall not exceed

one (1) hour. Permission may also be granted to be relieved one (1) hour earlier on all holidays.

5. After five (5) hours of continuous work at the site of a fire, or emergency recall or holdover in excess of five (5) hours, a one (1) hour lunch period will be provided.

6. After five (5) hours of continuous work at the site of a fire, or emergency recall or holdover in excess of five (5) hours, a one (1) hour lunch period will be provided.

7. Mutual holdover up to two (2) hours between department members is permissible at the start of the tour of duty between 0800-1000 hours.

8. Employees may be assigned to the Training Division in the discretion of the Fire Director and/or Fire Chief. Employees assigned to the Training Division shall be placed on the 4-3 work schedule described in Section 2 of this Article, or, in the City's discretion, the 5-2, eight (8) hour per day, five (5) days a week, Monday through Friday, work schedule for a total of forty (40) hours per week for the duration of their assignment to the Training Division. Employees will be compensated for holidays that occur during their assignment to the Training Division in accordance with Article X, "Holidays," Section 4, of this Agreement.

9. Employees regularly assigned to fire fighting duties who are temporarily assigned to the Training Division and are placed on the 4-3 or 5-2 work schedule will not be permitted to utilize vacations during their temporary assignment to the Training Division. Employees will be compensated for holidays that occur during their assignment to the Training Division in accordance with Section Five of the attached in Article X, "Holidays," if they are working the 4-3 work schedule, or in accordance with Section 4 of the Holiday articles of the 1994-1996 FMBA/FSOA collective negotiations agreements if they are working the 5-2 work schedule.

ARTICLE IX

OVERTIME

1. Whenever an employee works in excess of his/her regularly assigned work week or work schedule on a non-emergency detail, in addition to any other benefits to which he/she may be entitled, he/she shall receive overtime pay for such work at one and one-half (1-1/2) times the hourly rate which he/she received for his/her regularly assigned duty, in accordance with the City ordinance.

2. (a) The Deputy Chief in charge of each tour shall establish a roster of the employees on a seniority basis per tour. Whenever overtime is required, it shall be rotated amongst employees on the roster to be maintained by the labor union/dispatchers. 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 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. Any time in excess of the first four (4) hours of recall shall be paid in overtime money. The highest ranking chief officer on duty shall determine the number and rank of Department Members needed to maintain a level of manpower to keep all fire companies in-service for the remainder of the shift.

(c) Any employee held over on his/her job in excess of 15 minutes for an emergency detail shall receive a minimum of one (1) hour of compensatory time off. Employees who are held over for 15 minutes or less shall not receive any compensatory time

off. If such employee is held over in excess of one (1) hour, he/she shall receive one and one-half (1-1/2) hours of compensatory time off for each hour, or part thereof, worked.

(d) Whenever possible, the City will make all reasonable efforts of paying overtime so that overtime money is paid to the employee in the week following the week during which the overtime is worked.

3. All employees working a 4-3 work schedule shall receive overtime for non-emergency detail at one and one-half (1-1/2) times their regular hourly base rate for all hours over ten (10) hours per day or for all hours after forty (40) hours per week, provided there shall be no pyramiding of overtime.

4. Overtime for employees working the 24-72 work schedule shall be assigned in ten (10) hour and fourteen (14) hour increments. The ten (10) hour assignments shall be at the start of each shift commencing at 0800 hours. The fourteen (14) hour assignments of overtime shall be assigned for the last part of the shift commencing at 1800 hours.

The assignment of overtime shall be as follows:

- a) The first shift that will be called for overtime assignments will be the shift that is on their second scheduled day off (middle day of the 72).
- b) The second shift that will be called for overtime assignments will be the shift that is on the first day off (first day of the 72). This shift shall be assigned to work overtime during the second half (14 hour) of the shift needing overtime.
- c) The third shift that will be called for overtime assignments will be the shift that is on their third scheduled day off (the third day of the 72). The shift shall be assigned to work overtime during the first half (10 hour) of the shift needing overtime.

- d) The City reserves the right to assign employees to specific overtime assignments, regardless of seniority or shift assignment, when specific skills, qualifications, experience or abilities are required, or when necessary for training purposes.
- 5. Notwithstanding anything to the contrary contained herein, no employee shall be required to work more than twenty-four (24) hours straight.

ARTICLE X

HOLIDAYS

1. Employees performing fire fighting duties and working the 24-72 work schedule shall be entitled to holiday compensation in the form of compensatory time off for a total of one hundred and sixty-eight (168) hours in a calendar year. Employees taking time off under this Section shall be charged on a hour-for-hour basis; that is, one hour will be deducted from their annual total of 168 hours for every hour of work time taken off.

2. Holiday time off under section 1, above, may be taken in six (6), ten (10) or fourteen (14) hour increments. The six (6) hour holiday increments shall be scheduled from 0800-1400 and 1800-2400 only. The scheduling of six (6) hour holiday increments may only be scheduled on six (6) occasions during a calendar year. The scheduling of ten (10) hour holiday increments shall be scheduled 0800-1800 only. The scheduling of fourteen (14) hour holiday increments shall be scheduled 1800-0800 only.

3. Department members leaving quarters after 2200 hours on holiday time will not be permitted to return to duty for the remainder of the shift. Department members who are off duty on approved holiday time shall return to quarters no later than 2400 hours.

4. An employee who wishes to utilize holiday time off shall submit his request to the Duty Chief of his assigned shift, who shall grant or deny the request based upon the Department's manpower needs.

5. Employees working a 4-3 work 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
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Christmas

6. All holiday time off under Section 1, above, for a given calendar year must be used by April 1st of the year following the year in which the holiday time was earned or it shall be forfeited. Cases of special need will be referred to the Director.

7. Employees earning holiday time off under Section 1, above, may cash in up to seventy-two (72) hours of holiday time, subject to the City's budgetary constraints, to be paid the first pay period in June. Day workers covered by this Agreement may cash in up to seventy-two (72) hours of vacation time, subject to the City's budgetary constraints to be paid the first pay period in June. The hours cashed out shall be deducted from the employee's holiday time allotment, or in the case of day workers their vacation allotment. An employee seeking to cash out holiday time or vacation time under this Section must submit a written request to the Director or his designee no later than June 1 of the year preceding the year in which cashing out is sought.

8. If the President, Governor or Mayor grants an extra holiday to Federal, State or Municipal employees, employees covered by this contract shall be credited with an additional holiday as follows: Employees assigned to fire fighting duties shall receive an additional twelve (12) hours of compensatory time off, and employees working a 4-3 work schedule shall receive the additional holiday as a day off with ten (10) hours of pay at straight time hourly rates.

9. Employees will be permitted to cancel previously approved holiday time only with a minimum of fourteen (14) days advance notice, and only when the roll call is below forty-eight (48) men on duty. This cancellation will be granted by the Duty Chief any time the roll call is below forty-eight (48) men on duty.

10. Effective July 1, 1998, employees will receive one (1) additional twelve (12) hour holiday to be included in base salary by incorporating the value of the holiday into the employees' bi-weekly pay. Effective July 1, 2001, the value of the one (1) additional holiday will be increased to twenty-four (24) hours to be included in base salary as set forth above.

ARTICLE XI

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/she 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/she 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.

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 -----	12%

ARTICLE XII

INSURANCE

1. All employees covered by this Agreement and eligible members of their families shall be entitled to full coverage of Blue Cross and Blue Shield hospitalization plan, including Rider "J" of the New Jersey Blue Cross and Major Medical Insurance, the premiums of which shall be paid for by the City.

2. The City acknowledges that the rules and regulations of the State Health Benefits Commission established that Chapter 88, P.L. 1974 does:

(a) apply to all eligible present and future pensioners of the employer and their dependents;

(b) continue as long as the State is paying the cost of its eligible pensioners and their dependents in accordance with the provisions of Chapter 75, Public Laws of 1972;

(c) provide the local employer reimbursement of Federal Medicare premiums for eligible pensioners and/or their spouses, as well as the payment of health insurance premiums required by the program, on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75, Public Laws of 1972; and

(d) require the local employer to pay the full cost of such premiums and Medicare charges.

3. The City hereby agrees to pay the premium or periodic charges for the benefits provided to all eligible retired employees and their dependents covered under the program, but not including survivors, if such employees retired from a State or locally-administered retirement system effective after the date the employer adopted the State

Health Benefits Program on a benefit based on 25 years or more of service credited in such retirement system, excepting the employees who elected deferred retirement, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system and also reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefits Commission.

4. All other insurance benefits presently in effect shall be maintained throughout the period of this Agreement.

5. All employees covered by this Agreement and eligible members of their families will be covered by a Prescription Drug Plan. The premiums will be paid by the City. Effective January 1, 2004, employees shall pay a prescription co-pay of \$5.00.

6. All employees covered by this Agreement and eligible members of their families will be covered by a dental plan. The premiums will be paid by the City.

7. All employees covered by this Agreement are entitled to coverage under the City's vision care program.

ARTICLE XIII

VACATIONS

1. The employees covered by this agreement assigned to the 24-72 work schedule and below the rank of Captain shall be entitled to vacation leave with pay according to the following schedule:

Zero (0) to less than one (1) year of continuous service: One (1) day per two months of service prior to January 1 of each year (to a maximum of five (5) twenty-four (24) working shifts);

One (1) year to completion of four (4) years of continuous service:
Five (5) -twenty-four (24) hour shifts;

Five years to completion of fourteen (14) years of continuous service;
Seven (7) - twenty-four (24) hour shifts;

Starting 15th year of continuous service and over:
Eight (8) - twenty-four (24) hour shifts;

Upon completion of twenty-five years of continuous service, the employee shall receive two and one half (2 ½) working days vacation for that anniversary year only.

2. The employees covered by this agreement assigned to the 4-3 work schedule and below the rank of Captain shall be entitled to vacation leave with pay according to the following schedule:

Zero (0) to less than one (1) year of continuous service: One (1) day per month of service prior to January 1 of each year (to a maximum of eight (8) ten (10) hour working days);

One (1) year to completion of four (4) years of continuous service:
Twelve (12) working days - ten (10) hour working days;

Five years to completion of fourteen (14) years of continuous service:
Seventeen (17) working days - ten (10) hour working days;

Starting 15th year of continuous service and over:
Nineteen (19) working days - ten (10) hour working days;

Upon completion of twenty-five years of continuous service, the employee shall receive four (4) – ten (10) hour working days vacation for that anniversary year only.

3. In computing vacation eligibility, the employee must complete his/her 1st, 4th and 14th year of continuous service as of December 31st.

4. Vacations shall normally begin following the regular “days off” of the employee.

5. Vacation time must be used in the vacation year in which it is earned or it shall be forfeited. Should circumstances warrant, this provision may be waived by the Business Administrator and the Director upon mutual agreement with the Association. However, one (1) year’s accumulation may be carried into the next succeeding year with the approval of the Fire Director. This carry over of vacation time into the following year may be approved for cases of extraordinary need (i.e. Birth of a child, retirement)

6. By November 15 preceding the vacation year, Deputy Chiefs of each tour will announce the dates of the six (6) summer vacation periods.

7. Company Captains shall submit a Form #5 with the vacation requests for his assigned company no later than December 1 of the year prior to the vacation year. Submission of the four (4) summer vacation days and a portion of the residual vacation for employees on the 24-72 work schedule shall be included in this request. The following schedule shall be adhered to for the scheduling of these vacation requests for 24-72 work schedule employees. By December 31 of the same year, the Deputy Chief of each tour shall post a list of the vacations of his/her tour.

Firefighters			
<u>Years of Service</u>	<u>Summer</u>	<u>Residual</u>	<u>Abeyance</u>
1-4 years	4 days	1 day	None
5-14 years	4 days	2 days	1 day
15 and over	4 days	2 days	2 days

The summer vacation period shall begin on June 15 ending with the completion of the sixth (6th) vacation period. The summer and residual vacations shall be submitted and scheduled by December 31 of the preceding year. The vacation days that will be allowed to be held in abeyance shall be submitted by June 15 of the year in which it will be used. By June 30 of the same year, the Deputy Chief shall post a list of the residual (abeyance) vacations to be used after the summer vacation period. Residual (abeyance) vacation days may be scheduled during the summer vacation period provided the vacation slots are not filled.

Any Department Member with vacation days from the previous year shall schedule this vacation after all vacation requests for the upcoming year are scheduled. This vacation time shall be scheduled on a seniority basis.

Cancellation of approved vacation time shall not be permitted. Extraordinary cases shall be referred to the Fire Director and/or the Chief of the Department.

8. All vacation selections will be approved based on seniority.

9. In order not to jeopardize the efficiency of the department, the vacation schedule for employees on the 24-72 work schedule shall be as follows: the early section shall be used before June 15, the Summer section shall be used between June 15 and September 15, and the late section shall be used after September 15 to December 31.

10. When the efficiency of the Department is not jeopardized, every effort shall be made to give at least four (4) consecutive working days vacation during the ten (10) prime

summer weeks commencing from June 15 to the conclusion of the summer vacation periods, it being the intent of the parties to approximate as closely as possible in this provision the summer recess of the children in the Elizabeth School System

ARTICLE XIV

ACTING OFFICERS

1. Any firefighter assigned to a Captain's position on an acting basis shall be paid for such work at the Captain's base rate of pay after the firefighter has worked in the Captain's position for at least fifteen (15) minutes following the start of his assigned shift, but longevity shall continue to be based on his firefighters' pay.

2. Any mechanical repairman, signal system repairman or senior electronics repairer performing in a supervisory position shall be paid for such work at the minimum rate of pay in such supervisory range, but longevity shall continue to be based on the employee's regular rate of pay.

ARTICLE XV

LEAVE WITHOUT PAY

1. Any covered employee desiring leave without pay for personal reasons, up to a maximum period of ninety (90) calendar days, shall make a request in writing to the Officer in charge not less than one (1) week 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 (2) weeks prior to the date on which the initial leave would terminate, the employee requests said extension of the Director. In granting leaves or extension 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.

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

3. Employees are eligible for family leave as provided for by the New Jersey Family Leave Act, N.J.S.A. 34:11B-1, et seq., and the federal Family and Medical Leave Act, 29 U.S.C. §2601 (1993) .

ARTICLE XVI

EXCHANGE OF SHIFTS

1. Department members shall not work more than twenty-four (24) consecutive hours, except in cases of emergency. A minimum of a ten (10) hour layover will be required between shifts, except in cases of emergency.

2. Department members may arrange to exchange shifts with another employee so long as there is no additional cost to the City. Exchange of shifts may be used in four (4) to twenty-four (24) hour increments.

3. A request for an exchange of shift shall be submitted for approval in writing to the on-duty Captain/Acting Captain of the department member's assigned company at least thirty-six (36) hours in advance of the scheduled exchange of shift. If approved, the Captain/Acting Captain shall notify the Duty Chief on duty of the exchange of shift so that it may be recorded on the daily work schedule. After approval has been granted for the exchange of shift, the department member shall immediately notify the Company Officer of his assigned company. The City reserves the right to grant or deny approval for any shift exchange request; however, under no circumstances will a shift exchange request be approved if the exchange would result in any additional costs to the City, including, but not limited to, additional overtime costs.

4. Notation on the daily roll call shall be as follows:

- a) Swap - The initial exchange of shift between two (2) department members.
- b) Payback - The repayment of a previous exchange of shift between the same department members. The paperwork submitted shall include the date of the initial exchange of shift.

5. Department members may owe no more than three (3) shift exchange “paybacks” at any one time. They will not be permitted to exchange another shift until at least one or more of these “paybacks” are worked for the department member it was exchanged with.

6. A department member may exchange with only one other department member per exchange; i.e., there shall be no “three-way” or “multiple party” exchanges.

7. It shall be the responsibility of the Company Officer and the department member utilizing the exchange of shift to monitor its use. Both the Company Officer and the department member will be held accountable for violations of this Article.

8. Any shift exchange request denials by the Company Officer may be referred to Duty Chief of the shift that the proposed exchange would be worked. The Duty Chief will review the denial to determine if the Company Officer’s denial is warranted.

9. Probationary firefighters will be prohibited from the use of the Exchange of Shifts until they have six (6) months of service in the Department.

ARTICLE XVII

FUNERAL LEAVE

A regular, full-time 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 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, brother-in-law, sister-in-law, grandparents and grandchildren of employee or spouse. One (1) ten (10) hour period from 0800-1800 shall be allowed in the event of the death of an aunt or uncle, to be taken on the date of the wake, funeral or burial service. Special and other cases will be referred to the Director and acted on as heretofore. The City reserves the right to obtain verification of proper use of funeral leave from the employee.

ARTICLE XVIII

SENIORITY

Seniority is defined to mean the accumulated length of continuous service with the Department, computed from the last day of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of 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 tours of duty without leave or notice of justifiable reason for failing to give same;
- (d) absence for illness or injury for more than one continuous year; or
- (e) layoff for longer than eighteen (18) consecutive months.

ARTICLE XIX

BAN ON STRIKES

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.

2. 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 principles 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.

3. 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.

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

ARTICLE XX

UNIFORMS AND MISCELLANEOUS

1. Work uniforms are to be worn to and from work and while on duty. Dress uniforms shall be maintained by the employees.

2. Employees may be assigned to perform any duty related to fire fighting, fire prevention, rescue, salvage, and care and 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.

3. 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 fire fighting in such community.

4. During non-working hours, an employee shall leave a telephone number or address at which he/she can be contacted. Said employee is subject to emergency recall under the terms of this Agreement.

ARTICLE XXI

RULES AND REGULATIONS

1. 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 Association and opportunity for discussion of the rules and regulations shall be afforded to the Association.

2. Except as herein provided, it is understood that employees shall promptly comply with all rules, regulations, instructions and orders made by the City or the employee's 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 instructions, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article VII of this Agreement.

3. 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 XXII

STANDARDS OF APPEARANCE

1. PURPOSE

(a) The purpose of this Article is to set standards of appearance for hair styles and facial hair growths worn by firemen. The tolerance set forth represents a conciliation between the current acceptance of fuller and longer male hair styling and the need for establishing clearly defined limits within which the Department can maintain its uniformed identity.

(b) In addition, this Article is to insure the safety of members of this Department in accordance with tests conducted by Scott Aviation Company and the American National Standards Practices for Respiratory Protection.

2. REQUIREMENT

The tenets of this Article are binding on all firemen except when their assignments or duties permit a departure from the requirements. However, any departure must be approved by the Director of the Department.

3. STANDARDS

All firemen shall regulate their hair style and facial hair growth to conform with the standards for on-duty appearance as listed in this section:

A. HAIR

- (1) The style shall be of medium length and fullness with a maximum length of 1/2" below the collar.
- (2) The duck tail length is prohibited.

- (3) A neat pattern on the rear of the neck shall be maintained. The growth must be neatly trimmed.

B. SIDEBURNS

- (1) The length shall not extend beyond $\frac{1}{2}$ " from the tip of the ear lobe.
- (2) The extent for growth shall be limited to $\frac{1}{2}$ " below the line of the corner of the mouth.
- (3) The growth shall not be more than $\frac{1}{4}$ " in depth.

C. MUSTACHE

- (1) The pattern shall be neatly trimmed.
- (2) The extent of growth shall be limited to $\frac{1}{2}$ " below the line of the corner of the mouth.
- (3) The thickness shall be $\frac{1}{4}$ " in depth and shall not appear bushy.
- (4) The ends may not be waxed or twisted.

D. BEARDS-GOATEES

Full beards, goatees, or other growths of hair below the lower lip on the chin or the lower jawbone area are prohibited.

- E. Except for the areas of facial hair growth permitted by this order, all members of the Fire Department shall be clean shaven. No extra full hair growth of any type which might interfere with face piece to face seal in the use of respiratory equipment shall be permitted.

ARTICLE XXIII

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. Whatever moneys are to be allotted for taking fire science courses is subject to agreement between the Director and the employee prior to any commitment.

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 XXIV

ASSOCIATION PRIVILEGES

1. The Association shall have the right to use fire houses at all reasonable hours for Association 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 covered by this Agreement shall be furnished to the President of the Association within at least forty-eight (48) hours of their promulgation. Provisions of such notice shall not be construed as an admission by the City of an obligation to negotiate with regard to the subject matter of said order, rule, regulation or communication.

3. The Association shall have the right to use the Fire Department's mail or message routing system and Fire House/Fire Department mailboxes. Such use shall be reasonable. The Association shall pay for its own postage and stationary.

4. Whenever any employee is required to appear before a superior officer concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or his/her total salary, then the employee and the Association shall be given prior notice of the meeting or interview and the employee shall be entitled to have a representative of the Association present to advise and represent him or her during such meeting or interview.

ARTICLE XXV

INJURY LEAVE

1. Whenever an employee shall become injured, ill or disabled from any cause while in the course of performing his or her official work duties as an employee of the City, excluding injuries, illnesses or disabilities arising in connection with off-duty employment, so as to be physically unfit for duty during the period of such disability, 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 work duty-related injury, illness or disability.

2. Any payments from temporary disability insurance or worker'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 XXVI

EMERGENCY LEAVE

In the event of a personal emergency, an employee may use one tour for such emergency during any working period, subject to the approval of the Fire Director. Emergency leave shall be provided in accordance with the Department's current General Order 91-2 on Emergency Leave, attached hereto as Appendix A.

The time as needed, up to one (1) tour of duty, shall be granted to Department Members upon submission of a Form 5 with approval of the Fire Director and/or Chief of the Department provided, however, the employee shall be charged with using holiday time until the Fire Director approves the employees use of emergency leave.

ARTICLE XXVII

SICK LEAVE

The present sick leave plan pertaining to non-occupational injuries and illness shall continue in effect for the duration of this Agreement. The City may require proof of illness of any employee on sick leave.

ARTICLE XXVIII

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.

3. In the event a vacancy in a company or tour may exist or is anticipated, the City (Director/Chief) shall make known to all members of this unit the availability of such assignment. Any member interested in such assignment shall notify the City (Director/Chief) by a Form #5 indicating such interest.

4. The City (Director/Chief) shall consider the members' seniority for such assignment. Granting of such requests shall not be denied without good reason. Such denial shall be made known to the employee by the Director or Chief within ten (10) working days. It is understood that the request will be for the initial vacancy and not for a vacancy created by the granting of such request.

ARTICLE XXIX

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. 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.

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) calendar days from the time of discharge. Said complaint will be treated as a grievance, subject to the grievance and arbitration procedures herein provided. If no complaint is filed within the time specified, then said discharge shall be deemed final.

ARTICLE XXX

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, and will accumulate seniority during such period of service not to exceed four (4) years or the duration of the emergency, whichever is the longer. Upon the termination of such service, he/she will be reemployed at the rate of pay prevailing for work to which he/she is assigned at the time of his/her reemployment, provided, however, he/she has not been dishonorably discharged, there is work available, he/she is physically, mentally, and emotionally able to perform such work with or without reasonable accommodations and he/she makes written application for reinstatement within ninety (90) days after discharge.

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

3. Any employee required to be absent from work because of National Guard training or service shall provide the Elizabeth Fire Department with dates/time from their Commanding Officer.

4. Any employee required to be absent from work because of National Guard training or service shall be granted sufficient leave to provide ample travel time.

ARTICLE XXXI

ACCUMULATION OF TIME OFF

1. All compensatory time off provided under the terms of this Agreement may be accumulated up to a maximum of 360 hours. The department member will be required to use any time in excess of 360 hours in the year it is earned or in the following twelve (12) month period.

2. Employees utilizing accumulated compensatory time off under this provision shall be required to take such time off in periods of at least four (4) hours. Compensatory time shall be charged in half-hour increments, rounded up to the next highest half hour. This means if any employee takes four (4) hours off from 1800 to 2200 hours and returns to the company at 2140 hours, he/she is still charged with a four (4) hour reduction in his/her accumulated time record. Employees may also substitute earned holidays in lieu of accumulated compensatory time off and will be charged for same in accordance with Section (2) and Section Six (6) of Article X, supra.

3. The use of compensatory time shall be approved and scheduled as a minimum of four (4) hours. Department members leaving quarters after 2200 hours will not be permitted to return to duty. Department members off duty on approved leave shall report to quarters no later than 2400 hours.

ARTICLE XXXII

MANAGEMENT RESPONSIBILITY

1. It is recognized that the management of the Fire Department, the control of its properties and the maintenance of order and efficiency, are sole 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 select and direct the force; to hire, to suspend or discharge for just cause, following a hearing where required by law; 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, including a decrease in the force for reasons of economy; to decide on the number and location of facilities, stations, etc.; to determine the work to be performed and the 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.

2. Should a decrease in the number of firemen occur, for reasons of economy, firemen will be laid off in inverse order of their seniority in the Fire Department.

3. Recall to vacant positions shall be offered to laid off firemen in order of seniority in the Fire Department. No special seniority rights or protection from layoff or recall to a fireman position shall be given to officers demoted to a fireman position.

4. It is recognized that the foregoing is in apparent conflict with the position of the New Jersey Department of Personnel and accordingly, upon initial notice to a demoted officer of his/her contemplated layoff from the firemen ranks, the Association and City agree, if required, to jointly seek a declaratory judgment or by P.E.R.C. procedures a determination as

to the validity of said Article XXXIII, Section (2), and further agree to modify said provision to comply with such interpretation if in any way such modification is required.

5. City-wide employee benefits granted during the life of this Agreement will include employees covered by this Agreement.

ARTICLE XXXIII

SALARIES

1. The annual base salary rates for bargaining unit employees shall be as set forth below:

EFFECTIVE JANUARY 1, 2003

	<u>3.75 % Increase</u>	<u>W/\$700 Clothing Allowance</u>	<u>W/24 hr. Holiday Pay</u>
1 st 6 months of employment	\$36,610	\$37,011	\$37,711
2 nd 6 months of employment	\$43,932	\$44,413	\$45,113
2 nd year of employment	\$49,790	\$50,335	\$51,035
3 rd year of employment	\$54,419	\$55,015	\$55,715
4 th year of employment	\$56,971	\$57,595	\$58,295
5 th year of employment	\$59,254	\$60,176	\$60,876
6 th year of employment	\$62,084	\$62,764	\$63,464
7 th year of employment	\$64,632	\$65,340	\$66,040

EFFECTIVE JULY 1, 2003 – 2.0% increase

1 st 6 months of employment	\$38,465
2 nd 6 months of employment	\$46,015
2 nd year of employment	\$52,056
3 rd year of employment	\$56,829
4 th year of employment	\$59,461
5 th year of employment	\$62,094
6 th year of employment	\$64,733
7 th year of employment	\$67,361

EFFECTIVE JANUARY 1, 2004 – 2.0% increase

1 st 6 months of employment	\$39,235
2 nd 6 months of employment	\$46,936
2 nd year of employment	\$53,097
3 rd year of employment	\$57,966
4 th year of employment	\$60,650
5 th year of employment	\$63,335
6 th year of employment	\$66,028
7 th year of employment	\$68,708

EFFECTIVE JULY 1, 2004 – 4.0% increase

1 st 6 months of employment	\$40,804
2 nd 6 months of employment	\$48,813
2 nd year of employment	\$55,221
3 rd year of employment	\$60,285
4 th year of employment	\$63,076
5 th year of employment	\$65,869
6 th year of employment	\$68,669
7 th year of employment	\$71,456

For employees hired prior to January 1, 1995, the third year salaries above shall correspond to the first year salary under the prior five-year salary step system, the fourth year salaries above shall correspond to the second year salary under the prior five year salary step system, the fifth year salaries above shall correspond to the third year salary under the prior five-year salary step system, the sixth year salary above shall correspond to the fourth year salary under the prior five-year salary step system, and the seventh year salary above shall correspond to the fifth year salary under the prior five year salary step system.

ARTICLE XXXIV

APPROPRIATION OF FUNDS

All wages and other financial benefits accruing to employees covered by this Agreement shall be specifically subject to their being allowed by law.

ARTICLE XXXV

SEVERABILITY

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 renegotiated for the purpose of adequate replacement.

ARTICLE XXXVI

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 XXXVII

FUTURE CONTRACT NEGOTIATIONS

1. Intention to Commence Negotiations:

One hundred thirty-five (135) days prior to the Public Employer's budget submission date, a party wishing to change the contract must notify the other party in writing of its intentions and of its proposals. Upon submission of such intentions and proposals, the following schedule of good faith negotiations, to be conducted by authorized negotiators, shall commence:

(a) The parties shall meet at least once every fifteen (15) working days and, in addition, each party shall be prepared at least on alternate meeting days to discuss each of the other's current proposals presently on the table and to offer specific counterproposals or to offer other disposition regarding the same. In the event, due to circumstances, this schedule is not maintained, any missed meetings shall be made up within the next six (6) calendar weeks so that good faith attention is given by both parties to effective negotiations;

(b) Each party shall designate a negotiator who shall have the authority to negotiate all of the terms and conditions of the contract with the negotiator for the other party. The negotiators shall respectively keep the parties apprised, in the case of the F.M.B.A., the negotiating committee and membership, in the case of the City, City Council and any other administrator concerned, of the current proposals and counterproposals in effect, and the position of both parties at any given time.

2. Any issues remaining unresolved sixty (60) days prior to the required budget submission date of the Public Employer shall be disposed of pursuant to the provisions of N.J.S.A. 34:13A-16.

3. In the event that N.J.S.A. 34:13A-16 is declared invalid or for any other reason does not become operative, then and in that event the schedule set forth hereinabove is continued until such time as either party shall request the intervention of the Public Employment Relations Commission, pursuant to the provisions of N.J.S.A. 34:13A-1, et seq.

ARTICLE XXXVIII

MAINTENANCE OF STANDARDS

All benefits and other terms and conditions of employment which are beneficial to unit members shall be maintained at the highest standards existing on the date of commencement of collective negotiations leading to the execution of this Agreement.

ARTICLE XXXIX

MISCELLANEOUS

1. The City agrees to advise the employees of the nature of the substances which they are required to come in contact with in such programs as the Chemical Pollution Removal Program so that employees may competently guard against dangers inherent in said substances and so that reasonable provisions may be made for protective clothing and devices with respect to such substances.

2. (a) There shall be no discrimination by either the City or the Union against any employee because of his or her race, color, religion, creed, national origin, age, sex, sexual orientation, disability, affectation, or political activity.

(b) The City agrees not to interfere with the right of employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the City, or by the City's representatives, against any employee because of Union membership. The Union agrees not to interfere with the right of employees not to become members of the Union. There will be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee because of non-membership in the Union.

ARTICLE XL

EMT INCENTIVE

1. All employees assigned to the rescue squad, and all employees directed by the City to undergo training for EMT certification or recertification, shall be compensated in money at the rate of one and one-half times their regular hourly rate of pay for each hour of attendance at any training necessary to receive certification or recertification as an EMT, provided such training occurs during what would normally be the employee's off-duty hours.

2. Employees not assigned to the rescue squad and who have not been directed by the City to undergo EMT certification/recertification training may choose to undergo such training on their own, during off-duty hours. Employees attending such training on their own, during off-duty hours, may be granted compensatory time off at the rate of one and one-half hours for every hour of attendance at training necessary to receive certification or recertification as an EMT provided they receive approval to undergo such training from the Director or his designee prior to their enrollment in the EMT certification/recertification training program. Employees who do not receive such prior approval shall not be entitled to compensatory time under this Section.

3. All employees who held current EMT certifications as of February 6, 1995, and continue to hold current EMT certifications shall receive a \$900 per year annual stipend.

This stipend shall be paid in addition to, and in the same manner as, base salaries, but shall not be included in base salaries for the purpose of computing negotiated increases or longevity pay. Any negotiated increase in annual base salary shall not be applied to the EMT stipend set forth in this Article.

Employees who did not hold current EMT certifications as of February 6, 1995, and/or do not continue to hold current EMT certifications, shall become entitled to the annual EMT stipends set forth above only if they are directed by the City to undergo training for EMT certification or recertification, and they successfully complete such training by becoming EMT-certified or recertified.

Any employee who becomes entitled to an EMT stipend during the course of a calendar year shall receive a pro rated stipend. Any employee who fails to maintain a current EMT certification shall immediately cease to receive an EMT stipend.

ARTICLE XLI

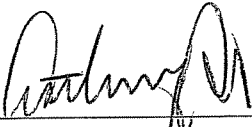
TERM OF AGREEMENT

1. This Agreement shall be in full force and effect from July 1, 2003, up to and including the 30th day of June, 2005.

2. The Agreement shall remain in full force and effect on a day-to-day basis during collective negotiations between either party 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.

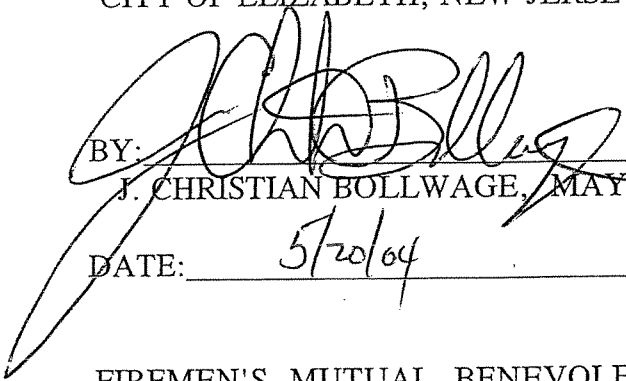
ATTEST:

CITY OF ELIZABETH, NEW JERSEY

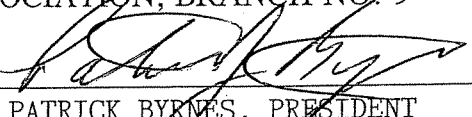


ANTHONY R. PILLO, CITY CLERK


DATE: 5/21/04


BY: _____
J. CHRISTIAN BOLLWAGE, MAYOR
DATE: 5/20/04

FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION, BRANCH NO. 9


BY: _____
PATRICK BYRNES, PRESIDENT

DATE: 4/28/04


BY: Joseph La Morte Jr.
SECRETARY

DATE: 4-28-04

CITY OF ELIZABETH
APPROVED AS TO FORM <u>WRH</u>
PHYSICAL CONDITIONS
TERMS & CONDITIONS <u>APD</u>
DESCRIPTION