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JANUARY 1, 2005 THROUGH DECEMBER 31, 2008

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PREAMBLE

This Agreement, effective the first day of January 1, 2005, through December 31, 2008 between the CITY OF LINDEN, New Jersey, hereinafter referred to as the "City" and THE DEPUTY FIRE CHIEF'S ASSOCIATION, F.M.B.A. LOCAL 234, hereafter referred to as the "Deputy Chiefs" is designed to maintain and promote a harmonious relationship between the City of Linden and such of its employees who are within the provisions of this Agreement, through collective negotiations, in order that more efficient and progressive public service may be rendered and represents the complete and final understanding of all bargainable issues between the City and the Linden Deputy Fire Chiefs, F.M.B.A. Local 234 organization.

ARTICLE I

RECOGNITION

The City hereby recognizes the Linden Deputy Fire Chiefs, F.M.B.A. Local 234 organization as the exclusive representative and bargaining agent for the bargaining unit consisting of all Deputy Fire Chiefs of the City of Linden Fire Department.

ARTICLE II

DEPUTY FIRE CHIEFS' F.M.B.A. LOCAL 234

GOOD AND WELFARE COMMITTEE – GRIEVANCE COMMITTEE

A. Members of the Deputy Fire Chiefs' Good and Welfare Committee are designated as the Deputy Fire Chiefs' Negotiating Committee. These members, two (2) in number, shall be granted leave from duty without loss of regular straight time pay for all meetings between the City and the Deputy Fire Chiefs for the purpose of negotiating the

terms of an Agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

B. The Deputy Fire Chiefs Grievance Committee, two (2) in number, shall be granted leave without loss of regular straight time pay for all meetings between the City and the Deputy Fire Chiefs, F.M.B.A. Local 234 organization for the purpose of processing grievances, when such meeting take place at a time during which such members are scheduled to be on duty.

ARTICLE III

ACTING OFFICERS

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

ARTICLE IV

HOURS OF WORK - OVERTIME

A. Hours of Work

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

2. The work week for the Training and Fire Prevention Staff Deputy Chiefs shall be an average of not more than forty (40) hour per week.

B. Overtime

1. Whenever a Deputy Chief works in excess of his regularly assigned work week or work schedule, as provided for in Article IV, Section A, in addition to any other

benefits to which he may be entitled, he shall be paid for such overtime work at one and one-half (1½) times his hourly rate of pay including any earned longevity pay for such assigned duty. A Deputy Chief may in lieu of overtime payment, choose compensatory time-off provided he shall notify the Chief of the Department within five (5) days, and if in the opinion of the Chief, such time-off would not adversely affect the operation of the Fire Department.

2. Whenever a Deputy Chief is held over beyond his regular tour of duty, he shall be paid at one and one-half (1½) times his hourly rate of pay including any earned longevity pay to the next one-half (½) hour time period.

3. Whenever a Deputy Chief is called back to duty after completion of his regular tour of duty or at any time he is off duty, he shall be paid a minimum of two (2) hours pay at one and one-half (1½) times the hourly rate of pay for such assigned duty.

4. The officer designated by the Chief on each tour shall establish a roster of the employees in his group for each classification or rank. Whenever overtime work is required, and it is not of an emergent nature as determined by the Chief or Deputy Chief, it shall be rotated amongst Deputy Chiefs on the appropriate roster. If a Deputy Chief refuses an assignment to work overtime, he shall be considered as having work such overtime assignment for the purpose of maintaining a proper order of rotation for future assignments.

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

ARTICLE V

VACATION

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

Length of Service

Days Annual Vacation

(Shift Workers)

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

Length of Service

Days Annual Vacation

(Others)

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

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

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

D. Deputy Chiefs shall be entitled to eight (8) working days vacation during the summer period from July through August of any calendar year.

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

ARTICLE VI

HOLIDAYS - PERSONAL DAYS

A. Holidays

1. Shift Deputy Chief shall receive ten (10) working days off in lieu of all official holidays, all of which shall be the choice of the individual Deputy Chief subject only to the approval of the dates by the Chief. Six (6) of said working days off shall be selected by March 15, and taken no later than July 1 of each year. All days off granted in lieu of holidays must taken in the current year.

2. Staff Deputy Chiefs shall be off all official holidays they are scheduled to work.

3. Deputy Chiefs may work at his option, seven (7) of the above stated holidays for which he presently received time off. Adequate notice shall be served so these holidays are payable prior to March 1, of any given year. Payment for holidays worked will be at the same rate of a pay as presently in effect for six (6) paid holidays granted annually to all Deputy Chiefs described in Paragraph 4.

4. Pre-January 1, 1997, all Deputy Chiefs received annually twelve (12) hours base rate of pay in lieu of time off for each of six (6) additional holidays.

B. Personal Days

1. Deputy Chiefs shall receive annually personal day (s) off with pay equivalent to twelve (12) hours base rate of pay for each day as follows:

a. Hire before April 3, 2000 - Three (3) personal days.

b. Hired after April 3, 2000 - Two (2) personal days.

2. A Deputy Chief, at his option, may work up to two (2) of the personal days off and receive twelve (12) hours base rate of pay in lieu each day. Adequate notice shall be served so these personal days are payable prior to June 1 of any given year.

3. One (1) personal day shall be scheduled and taken no later than July 1, and two

(2) personal days shall be scheduled and taken no later than December 1 of each year.

4. A Deputy Chief may take personal days whenever scheduled. However, with the exception of retirement or death, he shall be required to have six (6) months of credited service in the applicable calendar year to qualify for two (2) paid personal days off. He shall be required to have been hired before April 3, 2000 and to have twelve (12) months of credited service in the applicable calendar year to qualify for three (3) paid personal days off.

ARTICLE VII

LEAVES

A. Sick Leave

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

2.a. A certificate from the Deputy Chief's doctor or Department physician shall be required as sufficient proof of the need for sick leave after one (1) working day. A Deputy Chief may return to work after an illness of one (1) working day without said doctor's certificate but shall be required to sign the duty roster to attest to the fact that he is physically able to perform his assigned duties. If the Chief of the Department questions the Deputy Chief's physical ability to perform his assigned duties, they may require the Deputy Chief to be examined by the Department's designated physician.

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

3.a. All members of the Fire Department are entitled to fifteen (15) working days of sick leave per year cumulatively. In the case where cumulative sick leave has been

exhausted, the City Council may upon receiving request for extended sick leave from the Office of the Chief, grant additional sick leave of one calendar year or less, as may be required, in accordance with N.J.S.A. 40A:14 - 16. The determination for the amount of additional leave to be granted shall be based solely on medical reports received by the City Council. The request for additional sick leave, as set forth herein, shall be made in ninety (90) day intervals during the first calendar year when such leave is applicable.

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

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

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

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

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

B. Retirement - Unused earned Sick Leave

1. Upon retirement or layoff, a Deputy Chief will receive one (1) day for each three (3) days of unused earned sick leave for the first two hundred one (201) days of

accumulated earned sick leave; and one (1) day of base pay for each two (2) days of unused earned sick leave over and above the first two hundred one (201) days of accumulated earned sick leave.

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

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

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

5. A day of unused sick leave pay will be calculated by dividing a Deputy Chief's annual base salary by the number one hundred eight-two point five (182.5).

C. Sick Leave Sell Back

Effective January 1, 2005, any employee who has accumulated ninety (90) days of earned sick leave has the option of selling back time to the City of Linden on an annual basis, as follows:

A. Any employee who has not used any sick time, is eligible to sell back up to ten (10) days, in ten (10) working hour increments.

B. Any employee who has used up to five (5) sick days, is eligible to sell back up to five (5) days, in ten (10) working hour increments.

C. Sick leave shall be sold at the employee's prevailing salary at the time of the sell back.

The Deputy Chief will inform the City Treasurer of this decision no later than October 15 of that year.

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

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

E. Sick Leave Donor System

1. Each Deputy Fire Chief may, as his option, participate in a "sick leave donor system" which shall enable participating employees who have exhausted all accrued sick leave, vacation, holidays, personal days, compensatory time off and all other time off may be entitled to continue receiving sick leave donated by fellow officers. The following conditions shall apply to the sick leave donor system:

- a. All donations of sick leave shall be on a voluntary basis.
- b. A Committee consisting of six (6) individuals will be established to administer the sick leave donor system. The Committee shall consist of the Chairman of the City Fire Committee, the Fire Chief and one other Councilman and three (3) individuals designated by the City of Linden Deputy Fire Chiefs Association, F.M.B.A. Local 234.
- c. A list of Deputy Fire Chiefs of the Linden Fire Department who wish to donate any sick days shall be maintained by the City.
- d. The list used for donation of sick time shall be seniority.
- e. No more than a total five (5) sick days may be donated by any one (1) officer during a calendar year.
- f. A Deputy Fire Chief may request a donation of sick time when he has exhausted or is about to exhaust all his accumulated sick leave, vacation, holidays, personal days, compensatory time off and all other time off to which he may be entitled.

g. The Chief's Office will at the end of each January prepare a report of the sick time used by all officers for the Committee.

h. The donation or refusal to donate sick time will be kept confidential.

i. All requests for donation of sick leave from the sick leave donor program are subject to approval by not less than five (5) members of the Committee. Denials of any such requests are not subject to the Grievance Procedure.

F. Leave Because of Death in Immediate Family

1. Up to a maximum of three (3) working days leave will be granted to a Deputy Chief in the event of death in his immediate family which is defined as the Deputy Chief's spouse, child, parent, grandparent, brother, sister or child, parent, grandparent, brother or sister of his spouse and a relative living in the Deputy Chief's household. A Deputy Chief will return to duty the day after the funeral unless funeral leave is extended by the Chief without pay or with pay in the event the Deputy Chief has unused personal or vacation days.

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

G. Military Leave

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

2. Any Deputy Chief who has been called to active duty or inducted into the military or naval forces of the United States shall automatically be granted an indefinite leave of

absence without pay for the duration of such active military service and the City shall make pension payments required during said leave. Each Deputy Chief must be reinstated without loss of privileges or seniority provided he reports for duty with the City within sixty (60) calendar days following his honorable discharge or separation from military service, and provided he has notified the City of his intent to report for duty thirty (30) days prior to his discharge from military service.

H. Leave of absence

1. A request for a leave of absence by a Deputy Chief shall be made in writing to the Fire Chief. The request along with a Fire Chief's recommendation explaining the circumstances for the request shall be forwarded to the City Council. The City Council shall grant a leave provided it determines that the special circumstances warrant such action.

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

ARTICLE VIII

COMPENSATION

A. Salary

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

2. **Annual Salary** is defined effective January 1, 1997 to include clothing allowance, clothing maintenance allowance and six (6) paid holidays.

3. **Total Salary** is defined to consist of **Annual Salary** as noted above, longevity, college incentive plan, hourly differential, Senior Deputy Chief Differential and additional stipend pay.

4. Annual Salary for 2005, 2006, 2007 and 2008 for Deputy Chiefs shall be as follows:

<u>Annual Salary</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
Deputy Fire Chief	\$111,239	\$115,689	\$120,317	\$125,130

B. In the event of the death of a Deputy Chief, payment of salary shall be made up to and including the day of death, together with any accumulated time which the employee may be entitled for services rendered to the City including sick leave benefits.

C. Senior Deputy Chief Differential

Effective January 1, 2000, Deputy Chiefs who have completed their twentieth (20th) year of service with the City of Linden shall receive a Senior Deputy Chief Differential in the amount of \$1,500.00 per year to be paid in equal bi-weekly installments.

ARTICLE IX

LONGEVITY

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

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

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

C. Longevity for Deputy Chiefs entitled thereto between the period of January 1 and

June 30 shall commence on the preceding January 1. Longevity for employees entitled thereto for the period of July 1 to December 31 shall commence on the preceding July 1.

D. Longevity shall be calculated based on the salary as of December 31 of the preceding year.

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

ARTICLE X

GRIEVANCE PROCEDURE

A. General

A grievance is defined as a dispute between the City and the Linden Deputy Fire Chiefs, F.M.B.A. Local 234 organization concerning the application or interpretation of the terms of his Agreement. An earnest effort shall be made to settle such disputes in the manner noted below.

B. Steps of the Procedure

Step 1:

Within three (3) calendar days of the occurrence of a grievance, the aggrieved Deputy Chief, a representative of the Deputy Fire Chiefs, F.M.B.A. Local 234 organization, upon the request of the aggrieved Deputy Chief only, and the Chief shall attempt to resolve such grievance informally. If said grievance is not resolved satisfactorily within three (3) calendar days of the meeting, Deputy Fire Chiefs, F.M.B.A. Local 234 organization shall formally notify the Chief of the Department in writing of the grievance and the desire to pursue said grievance through Step 2.

Step 2:

Within five (5) calendar days of the Deputy Fire Chiefs, F.M.B.A. Local 234's

notification of the unsatisfactory resolution of the grievance under Step 1, the aggrieved Deputy Chief, no more than two (2) members of the Deputy Fire Chiefs, F.M.B.A. Local 234 organization, and the Chief shall meet to resolve such grievance. If said grievance is not resolved satisfactorily within three (3) working days of the meeting, Deputy Fire Chiefs, F.M.B.A. Local 234 organization shall notify the Chief of the Department in writing of its desire to pursue said grievance through Step 3.

Step 3:

Within fifteen (15) calendar days of the Deputy Fire Chiefs, F.M.B.A. Local 234's notification of the unsatisfactory resolution of the grievance under Step 2, the aggrieved Deputy Chief, F.M.B.A. Local 234 President, no more than two (2) members of the Deputy Fire Chiefs, F.M.B.A. Local 234 Grievance Committee, the F.M.B.A. Local 234 Attorney, the Chief of the Department, the City Council Fire Committee, City Attorney and City's Labor Relations Representative shall meet to resolve the grievance. The City Council Fire Committee shall within ten (10) calendar days of the meeting advise Deputy Fire Chiefs, F.M.B.A. Local 234 organization in writing of its decision.

C. Arbitration

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

unless the parties have agreed otherwise. The decision of the arbitrator shall be final and binding on the parties to the extent permitted by and in accordance with this Agreement and applicable law. No arbitration decisions shall conflict with any law, rulings or regulations having the force of law.

2. The cost of the services of the arbitrator shall be borne equally by the parties. Any other expenses including the presentation of witnesses incurred in connection with the arbitration shall be paid by the party incurring same. Only the Deputy Fire Chiefs, F.M.B.A. Local 234 organization or the City shall have the rights to submit a matter to arbitration.

ARTICLE XI

MISCELLANEOUS

A. Duties

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

B. Review, Inspecting and Testing

Deputy Chiefs will not be subjected to any hardship during any review, inspection or training period. When the temperature goes below 32 degrees Fahrenheit or above 90 degrees Fahrenheit, there will be not outside training except for recruit training and emergency situations. In-service inspections may be held at temperatures between 32 degrees and 90 degrees Fahrenheit.

C. In Case of Death of an Active Duty Deputy Chief

In the case of death of an active Deputy Chief who is laid out in his Fire Department uniform, if the family so requests, a Honor Guard will be provided by the Fire Department.

D. Immunization

The Chief of the Department and Deputy Fire Chiefs, F.M.B.A. Local 234 organization shall decide what immunization program is to be undertaken, the cost of which shall be borne by the City.

E. Fire Science Program

1. Any Deputy Chief attending an accredited school to attain an Associate's or Bachelor's Degree in Fire Science Technology, Fire Administration or Fire Protection Engineering or a Fire Officer required to take similar related courses as a result of his particular assignment position in the Department shall, in addition to his regular annual salary, receive fourteen dollars (\$14.00) per credit or credit equivalent earned up to a maximum of one hundred thirty-two (132) credits and upon satisfactory completion of each course with a minimum passing grade of "C" or its equivalent, each Deputy Chief shall be reimbursed for all books and tuition costs.

2. This additional compensation shall be effective January 1 and July 1 of the current year, whichever date is closest to having earned such credit.

3. Effective July 1, 1996 Deputy Chiefs will receive no additional payment for credits earned on or after that date until they have earned an Associate's Degree (or sixty-four (64) credits when enrolled in a Bachelor's Degree program at an institution which does not grant an Associate's Degree or Bachelor's Degree). The Deputy Chief will, however, continue to receive payment for those credits earned before July 1, 1996. Upon receiving a Degree as noted above, the Deputy Chief will receive total compensation under this program. Effective January 1, 2000 the following is to be included:

- A. Associate Degree \$ 950.00
- B. Bachelor Degree \$1,900.00
- C. Master's Degree \$2,850.00

4. Compensation for the Degrees noted above shall be effective on January 1 and July 1 of the current year, whichever date is closest to having earned such Degree.

F. Fire Inspections

A Deputy Chief who is licensed by the State of New Jersey, as a Fire Inspector shall receive an additional two hundred fifty dollars (\$250) per year. Adequate notice shall be served so it is payable prior to December 1 of any given year.

G. Fire Prevention Bureau

1. All members assigned to the Linden Fire Prevention Bureau will receive additional compensation of 6% of their base salary. Said member must be certified as a Uniformed Fire Inspector or Fire Official under the N.J. State Uniform Fire Code (N.J.A.C. 5:71-4.3 - 4.11), and must maintain such certification. The additional compensation will be as follows:

2% Upon Appointment

4% After 1 year of appointment

6% after 2 years of appointment

H. Supervisor's Day

In lieu of a paid day off, Deputy Chiefs hired before April 3, 2000 shall receive two hundred dollars (\$200) annually. Adequate notice shall be served so it is payable prior to July 1 of any given year.

I. Hourly Differential

All Deputy Chiefs shall receive an hourly differential of five hundred dollars (\$500) annually.

J. Deputy Fire Chiefs, F.M.B.A. Local 234 Dues Deduction

1. The City agrees to deduct Deputy Fire Chiefs, F.M.B.A. Local 234 membership

dues from the pay of each Fire Officer member of the Deputy Fire Chiefs, F.M.B.A. Local 234 once each month. Said membership dues shall be transmitted with a list of Fire Officer members to Deputy Fire Chiefs, F.M.B.A. Local 234 within fifteen (15) calendar days of such deduction.

2. Deputy Fire Chiefs, F.M.B.A. Local 234 organization agrees to furnish the City written authorization from each Fire Officer member of Deputy Fire Chiefs, F.M.B.A. Local 234 to effect such dues deduction in specific dollar amount.

3. Deputy Fire Chiefs, F.M.B.A. Local 234 organization agrees to indemnify and hold the City harmless from and against any and all claims, legal suits, or liability of any kind whatsoever arising from the aforementioned deduction of dues.

K. Outside Employment

Deputy Chiefs may engage in any lawful outside employment or outside business activity while off duty provided the Chief has been notified in advance concerning the name of the employer and the nature of such employment. However, Deputy Chiefs will consider their positions with the City as their primary employment. Any outside employment or business activity must not interfere with the Deputy Chief's efficiency in his position with the City, nor constitute any conflict of interest. Other employment or business activity must not involve work contracts or bids submitted for the City of Linden, agencies or autonomous bodies of the City of Linden. The City will notify the Deputy Chief in writing in the event the Deputy Chief's outside employment or business activity is interfering with the Deputy Chief's efficiency in his position and/or constitute a conflict of interest.

L. Other Terms and Conditions

Deputy Fire Chiefs may elect to receive their paycheck via direct deposit.

ARTICLE XII

INSURANCE

A. Health Insurance

1. Effective January 1, 2005, all new employees and their eligible dependents hired after March 1, 2005, shall enroll in the Managed Health Program, as implemented by the City of Linden.

2. All other employees hired before March 1, 2005 and their eligible dependents shall be entitled to full coverage of Blue Cross/Blue Shield Hospitalization Plan, including Rider J and Major Medical, the premiums of which shall be paid for by the City. Additionally, upon retirement all employees and their eligible dependents shall be entitled to all health benefits as provided through N.J.S.A. 40A:10-23, as it exists and may be amended.

3. The City shall provide all officers and their eligible dependents with dental care, vision care and prescription drug benefit plans. The prescription co-payment shall be \$10.00 for generic drugs and \$20.00 for name brands effective January 1, 2005. The entire cost of premiums to these plans shall be paid by the City.

4. The City reserves the right to change insurance carriers and/ or plans or to self-insure so long as substantially similar benefits are provided. The Linden Deputy Fire Chiefs, F.M.B.A. Local 234 organization will be furnished a copy of the proposed new plan. In the event the Linden Deputy Fire Chiefs F.M.B.A. Local 234 organization files a grievance in accordance with the provisions of Article X, the matter will be expedited and no changes will be made during the pendency of the arbitration proceedings.

5. Waiving Health Insurance Coverage

Employees who are covered under the health insurance plan of a spouse may waive the City's health insurance coverage and will be entitled to an annual cash payment in accordance with the provisions of the City of Linden Resolution approved on December 20, 2000.

B. Life Insurance

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

C. Workmen's Compensation Insurance

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

D. Automobile Liability Insurance

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

E. Temporary Disability Insurance

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

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

ARTICLE XIII

CLOTHING AND EMERGENCY MEALS ALLOWANCE

A. Clothing Allowance

1. Prior to January 1, 1997 all Deputy Chiefs covered by this Agreement were entitled to an annual clothing credit of seven hundred dollars (\$700) in cash.

2. Prior to January 1, 1997 all Deputy Chiefs were entitled to an annual clothing maintenance allowance of six hundred seventy dollars (\$670) in cash.

3. Effective January 1, 1997 the aforementioned clothing credit and clothing maintenance allowance will be included in the annual salary in accordance with Article VIII, Section A, Paragraph 2.

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

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

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

B. Emergency Meals

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

ARTICLE XIV

PRIOR PRACTICES

All other benefits enjoyed by Deputy Chiefs which are not specifically provided for or abridged in this Agreement and which are included in the City Ordinances of Linden are

hereby protected by this Agreement.

ARTICLE XV

MANAGEMENT RIGHTS

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

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

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

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

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

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

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

of the United States and Ordinances of the City of Linden.

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

ARTICLE XVI

SEPARABILITY AND SAVINGS

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

ARTICLE XVII

FULLY BARGAINED PROVISION

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

ARTICLE XVIII

DURATION

A. This Agreement entered into this _____th day of _____ 2005 shall be effective from January 1, 2005 through December 31, 2008. Any changes in salary or other economic benefits will apply only to those Deputy Chiefs in the employment of the City as of the date of signing of this Agreement or who retired from the employment of the City or who died during the term of this Agreement. Either party wishing to terminate, amend or modify such contract must so notify the other party in writing no more than ninety (90)

calendar days nor less than sixty (60) calendar days prior to such expiration date. Within fifteen (15) calendar days of the receipt of notification by either party, a conference shall be held between the City and the F.M.B.A. Negotiating Committee for the purpose of such Agreement modification or termination.

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

**THE DEPUTY FIRE CHIEF'S ASSN.
F.M.B.A. LOCAL 234**

CITY OF LINDEN

By: _____

By: _____

ATTEST:

ATTEST:

By: _____

By: _____

By: _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement between the City of Linden, New Jersey (hereinafter referred to as “City”) and The Deputy Fire Chief’s Association, FMBA Local 234, hereinafter referred to as the “Deputy Fire Chiefs”) is being entered into by the parties for the purpose of implementation of a 24-72 work schedule and requires modification of those provisions of the Fire Officers Agreement and noted below.

The City and the Deputy Fire Chief’s agree and intend that the work schedule shall qualify for and be consistent with the fire protection modification and exemption from overtime compensation provisions of the United States Fair Labor Standards Act, Section 7 (k).

The parties therefore agree as follows:

I. Work Schedule

A. The 24-72 work schedule shall be based upon a recurring work period of 28 days consisting of a 24 hour tour of duty, followed by 72 hours off on a recurring basis. The aforementioned schedule constitutes a regular recurring work period within the meaning of Section 7 (k) of the FLSA. Each employees specific days on and days off duty shall be determined by the City.

B. Employees who are scheduled and required to attend training sessions on days other than their normally scheduled work day will be compensated at straight time in compensatory time for such in-service training.

II. Conversion of “Days” to “Hours”

A. Days as noted below shall be converted to “hours” on the basis of one (1) day equals twelve (12) hours.

1. “Operational Periods” shall mean either eleven (11) or thirteen (13) hours as

presently utilized.

2. Vacation time shall be taken as full shifts only in blocks of twenty-four (24) hours.

3. Sick time may upon approval of the Chief or his designee be taken in operational periods of eleven (11) (short day) or thirteen (13) (long night) hours.

B. Agreement Adjustments

1. Article V - Vacation - "Working days" to be converted to twelve (12) hours per working day.

2. Article VI - Holidays-Personal Days - Throughout this Article "day" to be converted to hours at the rate of twelve (12) hours per day.

3. Article VII - Leaves - "Day" to be converted to hours at the rate of twelve (12) hours per day.

Section A. 3a. - All members of the Fire Department are entitled to 180 hours of sick leave per year cumulatively to be taken in units of 11 or 13 hour operational periods or 10 hours for those employees engaged in non-fire fighting duties.

Throughout the balance of Article days to be converted to hours at the rate of twelve (12) hours per day.

Section G clarified to read "fifteen (15) calendar days" in the seventh line.

Article VIII - Compensation - "Days" to be converted to hours on the basis of twelve (12) hours per day.

5. It is the intention of the City and the Deputy Fire Chiefs that by implementing a 24-72 work schedule that no employees will receive any additional benefits by way of time or otherwise. In the event that any provisions of the Agreement have not been specifically mentioned above, with regard to the conversion to hours from days, the parties agree that such conversion shall be so done, so that vacations, other time off and like benefits of employees are as close to the previous (11/13) schedule as possible without any

increases.

C. The City, in its sole discretion, reserves the right to change back to the 11/13 hour operational periods after thirty (30) days prior written notice to the Deputy Fire Chiefs Association, F.M.B.A. Local 234. Such decision by the City is not subject to negotiations or arbitration.

IN WITNESS WHEREOF, the parties have hereunto subscribed their hands and seal this _____ day of _____ 2005.

**THE DEPUTY FIRE CHIEF'S
ASSOCIATION, F.M.B.A. LOCAL 234**

CITY OF LINDEN

**John T. Gregorio
Mayor**