

✓
Contact no. 527

Sharpe James
Mayor

TRB 032190

Division of Personnel

920 Broad Street
Newark, New Jersey 07102
(201) 733-8008

John K. D'Auria
Personnel Director

TO: RICHARD A. MONTEILH, BUSINESS ADMINISTRATOR
FROM: JOHN K. D'AURIA, PERSONNEL DIRECTOR
RE: LABOR AGREEMENT - NEWARK FIREMEN'S UNION, INC.
DATE: MARCH 12, 1990

Attached is a copy of the Agreement between the City of Newark and the Newark Firemen's Union, Inc. (formerly known as the Newark Firemen's Mutual Benevolent Association, Local No. 4), covering the period January 1, 1989 through December 31, 1991.

The above-referenced contract has been produced as a result of good faith negotiations between the City and the Union, which represents employees serving in the titles of Firefighter, Fire Alarm Operator, Line Worker, Salvageman and Fire Prevention Specialist, U.F.D. The bargaining unit was granted salary increases of 6½% for each of the years 1989, 1990, and 1991.

We hereby request your approval of the attached Resolution for consideration at the next regularly scheduled Municipal Council Meeting.

JKD:GJF:nlv
Attachment
40/014

COPY TO COUNCIL & ANALYSTS
FOR THEIR INFORMATION

TRB 032190

Resolution of the City of Newark, N. J.

No.

Date of Adoption

TITLE

RESOLUTION AUTHORIZING MAYOR AND BUSINESS ADMINISTRATOR TO EXECUTE LABOR AGREEMENT ON BEHALF OF THE CITY OF NEWARK WITH THE NEWARK FIREMEN'S UNION, INC. (formerly the Newark Firemen's Mutual Benevolent Association, Local No. 4) FOR THE PERIOD JANUARY 1, 1989 TO DECEMBER 31, 1991.

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

Steven A. Hunt
.....
Corporation Counsel

[Signature]
.....
Title

Councilman

Presents the following Resolution:

BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF NEWARK, NEW JERSEY:

1. That the Newark Firemen's Union, Inc. (formerly the Newark Firemen's Mutual Benevolent Association, Local No. 4) has been certified by the Public Employment Relations Commission as the majority representative for certain employees of the City of Newark, New Jersey, as that term is used in the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq.

2. That the City of Newark has negotiated in good faith with the said majority representative over terms and conditions of employment for the period of January 1, 1989 through December 31, 1991.

3. That as the result of said negotiations the parties have reached an agreement, a copy of which is attached hereto, which shall be binding upon all employees in the unit represented by the said majority representative, whether or not they are members of such ~~unit~~, as provided for in N.J.S.A. 34:13A-5.3. *bargaining Unit*

4. That the Mayor and the Business Administrator of the City of Newark, New Jersey, are hereby authorized to execute the aforementioned labor agreement on behalf of the City of Newark, New Jersey.

5. That executed copies of the labor agreement be filed with the Office of the City Clerk and the Public Employment Relations Commission c/o Public Sector Librarian, IMLR Library-Rutgers University, Ryders Lane and Clifton Avenue, New Brunswick, New Jersey 08903 as required by N.J.S.A. 34:13A-8.2.

STATEMENT

The Resolution is authorizing the execution of a labor agreement between the City of Newark and the Newark Firemen's Union, Inc. for the period of January 1, 1989 to December 31, 1991.

Do not use space below this line

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

Councilman	Aye	Nay	NV	AB	Councilman	Aye	Nay	NV	AB	Councilman	Aye	Nay	NV	AB
BRADLEY					GRANT					TUCKER				
BRANCH					HARRIS					VILLANI				
CARRINO					RICE					MARTINEZ, Pres				

✓ — Indicates Vote

AB — Absent

NV — Not Voting

Adopted at a meeting of the Municipal Council of the City of Newark, N.J.,

.....
President of the Council

.....
City Clerk

This Resolution adopted must remain in the custody of the City Clerk. Certified copies are available.

AGREEMENT

between

THE CITY OF NEWARK

NEW JERSEY

and

THE NEWARK FIREMEN'S UNION, INC.

JANUARY 1, 1989 - DECEMBER 31, 1991

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	2
I	RECOGNITION CLAUSE.....	3
II	DUES CHECKOFF	4,5
III	BULLETIN BOARDS.....	6
IV	GRIEVANCE PROCEDURE AND ARBITRATION	7,8
V	UNION BUSINESS LEAVE	9,10
VI	STAFFING LEVEL	11
VII	WORK WEEK.....	12
VIII(a)	PERSONAL TIME.....	13
VIII(b)	OVERTIME	14, 15
IX	HOLIDAYS	16
X	LONGEVITY	17,18
XI	CLOTHING ALLOWANCE.....	19
XII	LIFE AND HEALTH INSURANCE	20-23
XIII	VACATIONS	24-26
XIV	ACTING OFFICERS	27
XV	LEAVE WITHOUT PAY	28
XVI	SPECIAL LEAVE AND SICK LEAVE	29
XVII	FUNERAL LEAVE	30
XVIII	ACCRUED LEAVE TIME.....	31
XIX	SENIORITY	32
XX	PROBATIONARY PERIOD	33
XXI	TRANSFERS	34
XXII	MANAGEMENT RIGHTS.....	35
XXIII	RULES AND REGULATIONS.....	36
XXIV	BAN ON STRIKES	37
XXV	NON-DISCRIMINATION	38
XXVI	UNION PRIVILEGES.....	39,40
XXVII	DISCIPLINE AND DISCHARGE	41
XXVIII	MILITARY CLAUSE	42
XXIX	MUTUAL AID	43
XXX	DUTIES OF FIREFIGHTERS	44

XXXI DURATION 45

XXXII LEGAL DEFENSE..... 46

XXXIII SAVINGS CLAUSE 47

XXXIV ON-THE-JOB TRANSPORTATION..... 48

XXXV OUTSIDE ACTIVITIES..... 49

XXXVI CONTINUOUS ACTIVITIES AT FIRES 50

XXXVII PRINTING OF CONTRACTS 51

XXXVIII HEALTH AND SAFETY 52

XXXIX RETROACTIVE SALARY INCREASE 53

XL FIREHOUSES 54

XLI SHIFT DIFFERENTIAL 55

XLII FULLY BARGAINED PROVISIONS 56

XLIII OPTIONAL LUMP SUM TERMINAL LEAVE PAYMENT..... 57

XLIV SAFETY COMMITTEE 58

XLV MISCELLANEOUS 59

SIGNATURE PAGE..... 60

APPENDIX A 61

PREAMBLE

THIS AGREEMENT, effective as of the 1st day of January, 1989, by and between THE CITY OF NEWARK, NEW JERSEY, hereinafter referred to as the "CITY" and the NEWARK FIREMEN'S UNION, INC., (formerly the Newark Firemen's Mutual Benevolent Association, Local No. 4) hereinafter referred to as the "UNION", is designed to maintain and promote a harmonious relationship between the City of Newark and such of its employees who are within the provisions of this Agreement, in order that more efficient and progressive public service may be rendered.

ARTICLE I
RECOGNITION CLAUSE

SECTION 1.

The City hereby recognizes the Union as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all Firefighters, Dispatchers, Linemen and Fire Prevention Specialist, U.F.D. wherever assigned, or similar titles, if created, of the New Fire Department including all Firefighters in specializations such as Prevention, Fire Alarm, Arson Squad, Training Academy and Fireboat. C.E.T.A. employees and any other similar employees are included.

SECTION 2.

Unless otherwise indicated, the terms "firefighter", "firefighters", "employee" or "employees", when used in this Agreement, refer to all persons represented by the union in the above defined negotiating unit.

ARTICLE II

DUES CHECKOFF

SECTION 1.

All employees covered by this Agreement who are members of the Union at the time this Agreement is ratified or who hereafter become members during the term of this Agreement must retain their membership in the Union for the duration of this Agreement, in accordance with the qualifications noted in this paragraph, by offering to pay regular monthly dues and initiation fees assessed against all members of the Union. Any member may resign from the Union effective January 1 or July 1, in accordance with the noted requirements of N.J.S.A. 54:14-15, 9e. In the event the member fails to notify the City on January 1 or July 1, of any year to cease dues deductions, such deductions shall continue for six (6) month periods thereafter. Notice of withdrawal must be submitted by the employee to the Union in writing and a copy thereof furnished to the City of Newark.

SECTION 2.

The Union agrees that it will indemnify and save harmless the City of Newark against any and all actions, claims, demands, losses, or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the City of Newark at the request of the Union under this Article.

SECTION 3.

Upon the written authorization by an employee covered by this Agreement, the City agrees to deduct once each month from the salary of each employee the sum certified as union dues and forward the sum to the Union Treasurer and/or any other duly authorized officer.

SECTION 4.

REPRESENTATION FEE.

(a) Amount of Fee. If an employee in the bargaining unit is not a member of the Union during the term of this Agreement and during the period, if any, between successive Agreements, such employee shall be required to pay a representation fee to the Union during such term or period. The purpose of the representation fee is to provide for payment to the Union of a fee in lieu of dues for services rendered by the Union, and thereby to offset the cost of services rendered by the Union as majority representative. In order to adequately offset the cost of services rendered by the Union, the representation fee shall be eighty-five percent (85%) of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members. The foregoing 85% is set forth solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be changed to the maximum allowed.

(b) Notice. The employer shall submit an up-to-date list of all employees in the unit to the Union at least once each month. The Union shall submit to the employer a list of those employees in the unit who are not members of the Union. The employer shall deduct from the

salary of such employee in accordance with "(c)" below, the full amount of the representation fee and shall transmit promptly the amount so deducted to the Union. The Union shall notify the employer in writing of any changes in the list and/or the amount of the representation fee, and such changes shall be reflected in any deduction.

(c) Payroll Deduction Schedule. The employer shall deduct a representation fee in equal installments, as nearly as possible, from the pay checks paid to each employee on the aforesaid list during the membership period fixed by the Union. The deduction will begin with the first pay check paid ten (10) or thirty (30) days after the employee begins his or her employment in the bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first pay check paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. Except as otherwise provided herein, the mechanics for the deduction of the representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues paid to the Union by payroll deduction.

(d) The purpose of this Article is to provide for payment of representation fees as set forth in Chapter 477 P.L. 1979 of New Jersey or any amendments thereto, and anything herein which may be inconsistent with said law shall be deemed to be changed to conform with said law.

SECTION 5.

Demand and Return Procedure. The Union represents that it has in place a demand and return procedure for representation fee payers which complies with all state statutes and regulations. The City's continued deduction of a representation fee in lieu of dues is conditioned on the Union's continued maintenance of this procedure.

ARTICLE IIIBULLETIN BOARDSSECTION 1.

Subject to prior approval of the Director, which approval shall not be unreasonably withheld, the City shall permit the Union reasonable use of Bulletin Boards in each Firehouse and other appropriate locations including locations of special units for the posting of notices concerning Union business and activities and concerning matters dealing with the welfare of the employees.

ARTICLE IVGRIEVANCE PROCEDURE AND ARBITRATIONSECTION 1.PROCEDURE:STEP #1.

In the event that any difference or dispute should arise between the City and the Union or any employee or employees over the application and interpretation of the terms of this Agreement, or over the interpretation, application or violation of departmental policies, agreements, or administrative decisions, which affect working conditions of an employee or employees, an earnest effort shall be made to settle such differences between the aggrieved employee or employees and his/her or their immediate superior with thirty (30) calendar days of the occurrence giving rise to the grievance.

STEP #2.

If no satisfactory agreement is reached within the prescribed thirty (30) calendar days, then the grievance shall be reduced to writing and submitted to the employee's Battalion Chief and Deputy Chief or corresponding officers in the Fire Alarm and Telegraph Division and Fire Prevention Bureau.

STEP #3.

If no satisfactory agreement is reached within five (5) calendar days, then a conference will be arranged with the Chief of the Department.

STEP #4.

Should no acceptable agreement be reached within an additional five (5) calendar days, then the matter shall be submitted to the Director who shall have ten (10) days to submit a decision.

The aggrieved employee has a right to representation by an official of the Union in Steps #2, #3, and #4 above.

STEP #5.

Arbitration. Within two (2) weeks of the transmittal of the written answer by the Director, and if the grievance is not settled to the satisfaction of both parties, either party to the Agreement may request that the grievance be submitted to arbitration as hereinafter set forth.

However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Director. In the event the aggrieved elects to pursue Civil Service Procedure and invokes his/her rights and remedies under Civil Service Law, Rules and Regulations and Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. An employee who elects to proceed to arbitration shall be deemed to have waived his/her right to proceed under Civil Service Law, Rules, Regulations and Procedures.

In the event of any unresolved grievance, either party may submit such grievance to the New Jersey State Board of Mediation for the appointment of an impartial arbitrator in accordance with its Rules and Regulations. The arbitrator shall have the authority to hear and determine the grievance, and his/her decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and conditions of the Agreement and shall decide the dis-

pute within thirty (30) days after the hearing has been closed. The expense of arbitration shall be borne equally by the parties.

SECTION 2.

City Grievances.

Grievances initiated by the City shall be filed directly with the Union within ten (10) days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) days after filing a grievance between the representatives of the City and the Union in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with the provisions of this Article.

SECTION 3.

General Provisions.

(a) Nothing contained herein shall prevent any employee from presenting his/her own grievance and representing himself/herself providing notification of all meetings, steps, and grievance answers are given to the Union and the Union is given the opportunity to be present and participate at all steps of the grievance procedure.

(b) The steps provided for herein may be waived by mutual agreement of the parties.

(c) If the City fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided, such grievance may be processed to the next step.

(d) Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to terminate a grievance at any step except Steps #1 and #2 shall be final. No decision shall be binding upon the Union unless it participates in the grievance and processes the grievance through its representatives.

SECTION 4.

Union Grievances.

The Union may initiate a grievance within thirty (30) calendar days of the occurrence giving rise to the grievance or within thirty (30) calendar days of the time the occurrence is known to the Union, whichever is later. The Union may submit a grievance at Step #4 by submission directly to the Director upon mutual written confirmation of the parties and the time limits set forth therein shall prevail.

SECTION 5.

Disciplinary Grievances.

A grievance over minor disciplinary action, as this term is defined by Department of Personnel rules and regulations, shall proceed through the grievance arbitration procedure provided by this article. All major disciplinary action shall proceed through the hearing procedures provided by Civil Service statutes, Merit System Board and Office of Administrative Law rules and regulations.

ARTICLE V

UNION BUSINESS LEAVE

SECTION 1.

The members of the Union Negotiation Committee not to exceed four (4) in number shall be granted time off from duty and shall suffer no loss of regular pay for all meetings between the City and the Union 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.

SECTION 2.

A representative of the Union (the Union President or his/her designee) shall be granted time off from duty and shall suffer no loss of regular pay for all meetings between the City and the Union for the purpose of processing grievances, when such meetings take place at a time during which such Union representative is scheduled to be on duty.

SECTION 3.

Seven (7) officers of the Union (President, Vice-President, Recording Secretary, Financial Secretary, Treasurer, Chairman of the Board of Directors and Sergeant-at-Arms) shall be granted time off from duty and shall suffer not loss of regular pay for the meetings of the Executive Board and the membership meetings of the Union when such meetings take place at a time when such officers are sceduled to be on duty.

SECTION 4.

Five (5) members of the Board of Directors of the Union shall be granted time off from duty and shall suffer no loss of regular pay for the meetings of the Board of Directors when such meetings take place at a time when such members are scheduled to be on duty.

SECTION 5.

The Union agrees to use every effort to schedule meetings so as to minimize the number of employees granted time off from duty, but in no case will more than the mentioned seven (7) or five (5) employees, respecting meetings provided in Sections 3 and 4, be granted time off from duty at one time for the purpose of attendance at such meetings. It is understood that such time off refers solely to the time period required to attend such meetings.

SECTION 6.

Three (3) members of the Union (President, Vice-President, and one additional firefighter, designated by the President) shall be assigned to the Fire Prevention Bureau so as to afford them an opportunity to perform the duties of their respective offices and other Union activities. The City shall continue to provide other benefits to the Union which are presently provided.

SECTION 7.

Appointed Union delegates not to exceed seven (7) in number shall be granted leave from duty and shall suffer no loss of regular pay to attend an annual Union convention (maximum four (4) working days). Notwithstanding the foregoing, leave shall be granted in accordance with applicable statutes, such as N.J.S. 11:26 C-4. In addition, a legislative agent selected by the President of the Union shall have time off from duties and suffer no loss of pay to attend official sessions of the legislature during which legislation affecting fire-

fighters is being considered for the purpose of presenting the views of firefighters regarding such legislation. The legislative agent shall be added to Section 3 of Article V as an employee who is granted time off without loss of pay to attend Executive Board and membership meetings of the Union.

SECTION 8.

Two (2) employees of the Fire Department shall be selected respectively by the Director and the President of the Firemen's Union with the approval of the Director to assist the next of kin whenever a member of the Fire Department passes away. When the Fire Department is notified of such a death, the Director or his/her designee shall be notified and shall thereupon excuse from regular duties where possible without loss of pay the selected service officers in order to assist the next of kin. Approvals shall not be unreasonably withheld.

ARTICLE VI
STAFFING LEVEL

SECTION 1.

The level of staffing of all divisions shall be designated by the Director of the Department.

SECTION 2.

(a) The City will call for a new examination for firefighters within six (6) months of the expiration date of any existing list.

(b) In the event only ten (10) eligible and qualified individuals remain on an existing list, the City will call for a new examination list.

ARTICLE VIIWORK WEEKSECTION 1.

The work week for all employees who perform firefighting duties shall be an average of not more than forty-two (42) hours computed over a period of one (1) fiscal year, based on the schedule of two (2) days of ten (10) hours each, followed by forty-eight (48) hours off, followed by two (2) nights of fourteen (14) hours each, followed by seventy-two (72) hours off, followed by two (2) days of ten (10) hours each, and so on.

SECTION 2.

In accordance with the needs of the Department, the work week of the employees in the Alarm and Radio Division, Bureau of Combustibles, Special Services, Arson Squad, and Training Academy shall be assigned by the Director on the same basis as heretofore. Nothing in this Section shall limit the Director in regulating or changing the specific hours of work.

ARTICLE VIII (a)PERSONAL TIMESECTION 1.

Employees of the Fire Department shall receive personal time of three (3) day or night tours per year. These days shall be regulated by the Battalion Chief with the approval of the Chief and Director of the Department. Such days shall not be accumulative on a yearly basis, unless an employee is denied any part of these three (3) day or night tours by his/her Battalion Chief or Officer of higher rank, in which case the balance shall be added to the following year. Denial of said tours shall not exceed two years successively without financial remuneration for each day accumulated at daily rate of employee.

All personal time accrued under this Article and which would have been payable to the employee during active employment shall, upon his/her demise, be paid pro-rata to the employee's estate.

SECTION 2.

Approvals shall not be unreasonably withheld. If there is denial for personal time, ~~then~~ reasons for the denial must be received by the employee in writing at least five (5) days before the scheduled time, provided the employee has made the request at least twelve (12) days before. This does not preclude an employee from being granted or requesting use of personal time on shorter notice.

ARTICLE VIII (b)OVERTIMESECTION 1.

Whenever an employee works in excess of his/her regularly assigned work week or work schedule, as provided for in Article VII, he/she shall be paid for such overtime work at one and one-half (1+1/2) times the hourly rate received for regularly assigned duty, except that he/she shall receive no additional compensation when working for another employee on special leave pursuant to Article XVI hereof.

Overtime on a particular shift of less than fifteen (15) minutes duration shall not be compensated for. Overtime on a shift in excess of fifteen (15) minutes and up to and including thirty (30) minutes shall be paid for in the amount of thirty (30) minutes. Overtime in a shift in excess of thirty (30) minutes, and up to and including one (1) hour, shall be paid for in the amount of one (1) hour. Thereafter, overtime shall be paid for in segments of thirty (30) minutes.

SECTION 2.

In the event that overtime is authorized by the Director when required in any fire company, it shall be worked by an employee of the same rank or classification. Only those assigned to the Firefighting Division shall received scheduled overtime in firefighting.

SECTION 3.

(a) The Department shall establish and maintain an overtime roster of employees on a Departmental seniority basis. Whenever overtime work is required, it shall be rotated among employees on the roster with the goal of equalizing firefighting overtime. If an employee refuses an assignment 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 assignment. The Department shall provide to the Union a monthly "print-out" indicating assignment of overtime.

(b) For purposes of overtime work under this Article, an employee when serving in an acting capacity in a higher rank or classification, shall be considered as holding such rank.

(c) Each employee shall be given a minimum of four (4) hours work at one and one-half (1+1/2) times the regular straight time hourly rate if called back to work after completion of a regular tour of duty.

SECTION 4.

All employees in the Alarm & Radio Division, Bureau of Combustibles, Special Services, Arson Squad and Training Academy (employees working less than a forty-two (42) hour work week) shall be paid overtime at one and one-half (1+1/2) times the regular hourly rate of the Firefighting Force only after forty (40) hours have been worked in one week.

SECTION 5.

(a) Overtime payments shall be made no later than four (4) weeks from the date the overtime is performed.

(b) Overtime and "acting officer's" work for the month of December in each fiscal year shall be paid according to the following procedure:

- (i) The City will submit appropriate Fire Department time sheets for overtime and acting officer work in a timely manner, no later than December 15th of any fiscal year, for scheduled overtime
- (ii) The City will insure that timely payments for scheduled overtime will be made no later than four (4) weeks from the date the scheduled overtime is performed.
- (iii) Payments for overtime incurred on an emergent basis or for acting officer pay occurring during the month of December shall be paid either (a) in the first pay period following the issuance of the City's financial statement (on or about February 15); or (b) if external funds must be obtained, the first pay following the first City Council meeting after the issuance of the financial statement.
- (iv) The Newark Fire Department of the City will insure that the names of the persons to be working scheduled overtime will be provided to the Office of the Finance Director, within ten (10) days or by December 15th, whichever is sooner.
- (v) In the event that FMBA Local No. 4 or the City shall violate the terms of this section of this article of the agreement and such a determination is made by an arbitrator, administrative agency or any other appropriate agency or court of competent jurisdiction, costs to be paid by either party, shall be appropriately determined by the applicable law.

ARTICLE IXHOLIDAYSSECTION 1.

Each employee of the Department working a forty-two (42) hour week shall receive pay for thirteen (13) Holidays effective January 1, 1989, based on an average twelve (12) hours per day. Seven (7) days will be paid for on the second non-payday Friday in June and six (6) days on the second non-payday Friday in December. Longevity pay (Article X) is added to all calculations regarding Holiday pay.

SECTION 2.

Employees in the Fire Department working other than a forty-two (42) hour week shall continue to enjoy the same Holidays as heretofore plus one (1) additional Holiday designated by the Director with time off for such days, except that in order to qualify under Section 1 of this Article, such employees will be required to work the Holidays and they shall receive pay for those Holidays at the rate of pay as hereinabove set forth.

SECTION 3.

The accumulated compensatory time due for Holidays for the period July 1, 1965 to December 31, 1970, pursuant to Executive Order Nos. 236 and 241, shall be taken at the discretion of the Director and, if not so taken during the period of employment shall be granted as compensatory time leave upon age and service retirement. It is understood and agreed that the provisions of Executive order Nos. 236 and 241 have terminated as of January 1, 1971.

All Holiday benefits that have accrued to an employee and would have been payable during active employment shall upon his/her demise be paid pro-rata to his/her estate. The accumulated compensatory time due for Holidays as per Section 3, Article IX, shall, upon the demise of an active employee, be paid to his/her estate at the rate of pay prevailing at the time compensatory time was credited pursuant to Executive order Nos. 236 and 241 for the period of July 1, 1965 to December 31, 1970.

ARTICLE XLONGEVITY

SECTION 1. Effective January 1, 1990, all employees of the Fire Department covered by this Agreement shall be paid longevity payments of a prorated basis with each earned salary check during the calendar year at a percentage of his/her permanent salary to be computed as follows:

First Step: On the anniversary date which represents the commencement of the 5th year of service and every anniversary date thereafter - 4%

Second Step: On the anniversary date which represents the commencement of the 10th year of service and every anniversary date thereafter - 6%

Third Step: On the anniversary date which represents the commencement of the 15th year of service and every anniversary date thereafter - 8%

Fourth Step: On the anniversary date which represents the commencement of the 20th year of service and every anniversary date thereafter - 10%

Fifth Step: On the anniversary date which represents the commencement of the 25th year of service and every anniversary date thereafter - 12%

Sixth Step: On the anniversary date which represents the commencement of the 30th year of service and every anniversary date thereafter - 14%

SECTION 2. (a) Longevity shall be based on service with the City of Newark from the date of the original appointment, temporary or permanent or C.E.T.A. or other provided there is uninterrupted service except as otherwise set forth.

(b) The longevity credit shall be automatic.

(c) There shall be no longevity service credit for the period an employee is on leave of absence without pay, when such leave was requested by the employee to take employment elsewhere.

(d) The longevity credit shall be added to the salary and received by the employee at the time the longevity credit becomes due and shall be considered in total with the salary and be computed for pension purposes.

SECTION 3. Additional compensation of any nature, including overtime, change of rate or payment for additional assigned duties will not be considered in computing longevity payments.

SECTION 4. Any interruption of service due to a cause beyond the control of the employee including, but not limited to, layoffs and/or for military service, injury and/or illness, and/or otherwise, shall be considered as service for the City of Newark for the purpose of determining the completion of said cumulative periods of years of service with the City of Newark. If there is an interruption in service other than the foregoing service prior to the interruption shall be computed towards total service.

SECTION 5. Such additional longevity payment shall be paid notwithstanding the maximum salary provided for such office or employment by ordinance.

SECTION 6. The above program shall be considered as above and beyond any promotion in any title of any employee during his/her term of service. Each longevity credit shall be based on current salary and the same percentage shall be paid each succeeding year until he/she reaches the next step.

ARTICLE XI

CLOTHING ALLOWANCE

SECTION 1.

Effective January 1, 1989, all employees of the Fire Department covered by this Agreement shall be entitled to an annual clothing allowance of \$750.00. Effective January 1, 1991, the aforesaid annual clothing allowance shall be \$800.00. This allowance is payable on the second non-payday Friday in December of each year.

SECTION 2.

Uniform Changes

(a) Changes in present uniforms, clothing or equipment except as to clothing worn solely for the purpose of appearance (dress uniforms) but including changes as to uniforms, clothing or equipment worn by Firefighters in the performance of their normal duties may be made only if such changes are justified by reason of safety, efficiency and economy. There shall be negotiations regarding any such change which deal with safety or economy and no such change will be implemented if there is disagreement until the processes of the grievance procedure have been exhausted. Changes in clothing worn solely for the purpose of appearance (dress uniforms) may be made by the City only after notice to the union and an opportunity for the Union to comment on the changes.

(b) Where there is an N.F.P.A. standard with regard to such item of clothing, uniform or equipment, such standard shall be a minimum standard as to the changed item.

(c) No such change, when implemented, shall result at any time in any cost or expense to the men involved other than the cost or expense which they would have undergone if the change had not been made. If there is such cost or expense other than the cost or expense which they would have undergone if the change had not been made, such new cost or expense shall be paid for in advance by the City prior to each occasion present or future when the cost or expense is to be made.

(d) Existing items which are supplied by the City at its cost, such as masks and tanks will continue to be supplied in the same fashion.

ARTICLE XII

LIFE & HEALTH INSURANCE

SECTION 1.

The City agrees to continue to provide health insurance coverage during the lifetime of this agreement for all employees and their eligible dependents in accordance with the current health benefits plan: Blue Cross Hospitalization; Blue Shield P.A.C.E. (Performance and Cost Effective) Medical-Surgical Plan; Blue Cross Rider J (\$400.00 annual allowance); Medical and Accidental Emergency Room Riders; and Prudential Major Medical.

The foregoing coverage is provided at no cost to the employee and the premiums are paid for in full by the City. The City shall continue to provide all active employees and their eligible dependents with an individual \$250,000.00 lifetime maximum on their Major-Medical coverage.

For the purpose of the health and medical benefits outlined in this section, dependent coverage for eligible children is as follows:

The Blue Cross Hospitalization Plan and the Blue Shield P.A.C.E. Medical-Surgical Plan benefits cover eligible dependent children until the end of the calendar year in which their twenty-third (23rd) birthday occurs. The Prudential Major Medical benefit covers eligible dependent children until the date on which their nineteenth (19th) birthday occurs unless both of the following conditions are met: (a) the child is wholly dependent upon the employee for support and maintenance; and (b) the child is enrolled as a full-time student in an educational institution, in which case eligible dependent children shall be covered until the date on which their twenty-third (23rd) birthday occurs.

SECTION 2.

The City agrees to provide to the spouse and eligible dependent(s) of an active employee who is killed in the line of duty all of the health benefits of an active employee as set forth in this article. These benefits shall terminate in accordance with the applicable dependent coverage limitations, or upon the dependent spouse re-marrying.

SECTION 3.

Eligible retirees, with twenty-five (25) years of continuous service, who retired prior to September 1, 1984, and their qualified dependents are entitled to: Blue Cross Hospitalization Plan; Prudential 1400B Medical-Surgical Plan; and Prudential Major-Medical Plan. Said coverage is to continue until such time as the retiree attains age sixty-five (65) and is thereby eligible for coverage under Medicare as described herein.

For retirees who attain age sixty-five (65) and have a spouse who is under age sixty-five (65), this coverage shall continue for the spouse until she attains age sixty-five (65).

Eligible retirees, with twenty-five (25) years of continuous service, who retired on or after September 1, 1984, and their qualified dependents are entitled to: Blue Cross Hospitalization Plan; Blue Shield 14/20 Medical-Surgical Plan; Rider J (\$125.00 annual allowance); Medical and Accidental Emergency Room Riders; and Prudential Major-Medical Plan. Said coverage is to continue until such time as the retiree attains age sixty-five (65) and is thereby eligible for coverage under Medicare. For retirees who attain age sixty-five (65) and have a spouse who is under age sixty-five (65), this coverage shall continue for the spouse until she attains age sixty-five (65).

For the purpose of the health and medical benefits outlined in this section, dependent coverage for eligible children is as follows: Blue Cross Hospitalization Plan and the Blue Shield 14/20 Medical-Surgical Plan benefits cover eligible dependent children until the end of the calendar year in which their nineteenth (19) birthday occurs. The Prudential 1400B Medical Surgical Plan and Major-Medical Plan benefits cover eligible dependent children until the date on which their nineteenth (19) birthday occurs unless both of the following conditions are met: (a) the child is wholly dependent upon the retiree for support and maintenance; and (b) the child is enrolled as a full-time student in an educational institution, in which case eligible dependent children shall be covered until the date on which their twenty-third (23) birthday occurs.

Eligible retirees and their qualified dependents who receive social security checks and have earned Medicare Part A, upon proper notification to the City, shall be reimbursed for Medicare Part B payments.

Those eligible retirees who do not receive a social security check, upon proper notification to the City, shall be provided with Medicare Part B at the City's expense.

Those eligible retirees who have not earned sufficient social security credits to receive Medicare Part A, upon proper notification to the City, shall be provided with equivalent hospitalization coverage at the City's expense.

Additionally, all eligible retirees shall be provided with supplemental coverage for Medicare Part A (or its equivalent) and Medicare Part B, at the City's expense.

SECTION 4.

Effective January 1, 1987, all eligible employees who are retired on or after January 1, 1980, on an accidental disability retirement with less than twenty-five (25) years of continuous service shall receive the same health benefits as those members who retire on or after January 1, 1987, with twenty-five (25) years of continuous service as set forth in this article.

Effective January 1, 1987, members who are retired on an ordinary disability retirement shall receive the same health benefits as those members who retire on or after January 1, 1987, with twenty-five (25) years of continuous service.

SECTION 5.

A Health Maintenance Organization (HMO) program may be available to employees as an alternative to other health insurance benefits. Participation in an HMO program, if available in an employees service area, may be elected by the employees. Information regarding the HMO program may be obtained from the Union at its office or from the City at the personnel office, second floor, City Hall.

The City is not required to contribute more toward the HMO premium than is required for health benefits under the terms of this agreement. Any cost in premiums for an HMO which exceeds the City's cost for health benefits under the contract shall be paid by the employee via payroll deductions.

SECTION 6.

The City reserves the right to change insurance carriers during the lifetime of this agreement so long as substantially similar benefits and administrative procedures, but no less than those presently in effect, are provided by the new carrier. Accordingly, references in this article to specific insurance carriers are solely to determine the level of benefit and method of administration and not to commit the City to a particular insurance carrier. The City shall notify the Union if such change is made. In any event, there shall be no interruption of benefit coverage for employees or their eligible dependents.

SECTION 7.

Each active permanent employee covered by this agreement is covered by a Five Thousand Dollar (\$5,000.00) Life Insurance Death Benefit to be insured by a reputable insurance company or at the City's sole option on a self-insured basis by the City itself. In addition, the City provides either on a self-insured basis or through a reputable insurance carrier a Ten Thousand Dollar (\$10,000.00) Accidental Death and Dismemberment benefit coverage. Effective January 1, 1987, the Life Insurance Death Benefit shall be increased to Ten Thousand Dollars (\$10,000.00) and the Accidental Death and Dismemberment coverage shall be increased to Twenty Thousand Dollars (\$20,000.00).

SECTION 8.

The aforesaid Life Insurance Death Benefit shall reduce to a total of One Thousand Five Hundred Dollars (\$1,500.00) for all employees upon retirement.

SECTION 9.

Said Life Insurance Death Benefit coverage applies only to employees of the City of Newark and not their eligible dependents.

SECTION 10.

Any contract of insurance purchased by the City pursuant to this article shall be administered in accordance with the underwriting rules and regulations of the insurance carrier. The City's liability shall be limited to the provisions of the carrier's contract.

SECTION 11.

The City provides a prescription plan (with a \$1.50 co-payment per prescription) for active employers and their eligible dependents. Effective August 1, 1987, eligible dependent children shall be covered under the prescription plan until the end of the calendar year in which their twenty-third (23) birthday occurs.

SECTION 12.

Effective August 1, 1987, eligible retirees with twenty-five (25) years of continuous service who retired on or after January 1, 1987, and their eligible dependents (dependent coverage for eligible children shall apply until the end of the calendar year in which the child's twenty-third (23) birthday occurs) shall be entitled to a prescription plan with a \$1.50 co-payment per prescription, and coverage shall continue until such time as the retiree attains the age of sixty-five (65) years.

Eligible retirees with twenty-five (25) years of continuous service, who retired on or after January 1, 1988, and their eligible dependents (dependent coverage for eligible children shall apply until the end of the calendar year in which the child's twenty-third (23) birthday occurs) shall be entitled to a prescription plan with a \$1.50 co-payment per prescription; and without an age limitation on the retiree.

SECTION 13.

The City provides a dual choice dental care program as set forth by the Union in its Exhibit U-47 in the 1980-1981 Interest Arbitration proceedings. Such dental care program provides for orthodontic benefits up to One Thousand Dollars (\$1,000.00) per employee for each individual dependent. This One Thousand Dollars (\$1,000.00) per case is treated in addition to other coverage provided. There is no deductible on the orthodontic benefits which provide for a "pro-rating" of incomplete orthodontic work upon entrance into the plan. Dependent coverage for eligible children applies until the end of the calendar year in which the child's twenty-third (23) birthday occurs. The City pays all premiums in connection with the dental care program and there is no contribution from the employee for such program.

SECTION 14.

Effective August 1, 1987, eligible retirees with twenty-five (25) years of continuous service who retired on or after January 1, 1987, and their eligible dependents (dependent coverage for eligible children shall apply until the end of the calendar year in which the child's twenty-third (23) birthday occurs) shall be entitled to dual choice dental care coverage as outlined in Section 13 above; and coverage shall continue until such time as the retiree attains the age of seventy (70) years.

ARTICLE XIIIVACATIONSSECTION 1.

The vacation period for the Officers and Members of the Department shall begin on February 1st of each year and continue in effect until January 31st of the following year.

The following schedule shall be observed:

1 year Firemen (12 months service as of
February 1 of 1989)
Vacation Year 18 working days

1 year Firemen (12 months service as of
February 1, 1990)
Vacation Year 19 working days*

* The additional vacation day granted shall be taken ONLY outside the summer vacation schedule.

Less than 1 year Firemen 1.5 working days
for each month
of service

SECTION 2.Procedure for Choosing Firefighters

Members who choose a split vacation shall not pick again until all members on the same tour have had their first pick. The order of seniority shall again govern the second pick.

The number of firefighters on vacation during the summer period at the same time shall not exceed six (6) in number of each tour in each Battalion. If a vacation slot is not picked by a captain, a firefighter shall be allowed to take vacation time in that slot in accordance with the departmental procedures governing the order of selecting vacation time.

The total number of firefighters on vacation during the winter period shall not exceed a total of three (3) firefighters in each tour in each Battalion.

Firefighters of Fireboat #1 will draw their vacations with the members of the Second Battalion District.

Members of the Rescue Squad shall draw their vacations with the Third Battalion District.

Chief's aides will not be permitted to pick the same vacation as the Chief they drive.

Other than the foregoing, the present procedures for firefighters to select their vacation time shall continue without change during the term of this agreement, January 1, 1986 to December 31, 1988.

SECTION 3.

Summer Split Vacation Period

The summer split vacation period consisting of six (6) working days will apply to all employees covered by this agreement and shall be between the last week of May and the third week of September of each year. The schedule for each tour for the summer split will be issued in a regular Department notice in January of each year.

SECTION 4.

Full Vacations

Prior to the beginning of, and after the end of summer split vacation period, vacations may be continuous.

Members of the Uniformed Force assigned to Special Details Bureau and Special Branches of the Department who are covered by this agreement, and who are not included in this vacation schedule, shall be limited to the total number of vacation days allotted to members of comparable rank in the Active Fire Fighting Force governed by this schedule.

Annual vacations shall always be taken during the current year and within the period set forth in Section 1 of this Article. A request for deferment of vacation may only be granted by permission of the Director of the Fire Department.

Once vacations have been selected and approved, they may not be changed except under the following circumstances:

(1) When a member is on Sick Leave of Absence, upon written request for a deferment from each member submitted prior to the date on which his/her vacation is to start, except in emergencies where oral or other appropriate notice shall be sufficient.

(2) When for any reason a vacation period is vacated or becomes vacant, at least ten (10) days written notice or, where appropriate, shorter written notice shall be given by the City to the employees in the respective Battalion in which the vacancy occurs. The Deputy Chief shall grant a change in vacation to fill this vacancy upon the request of the appropriate senior man.

(3) For reasons which could be classified as "extenuating circumstances", a written request shall be submitted.

The City shall advise the members of the Union in each firehouse which supervisor officer is responsible for supervising vacation picks in that house.

Members who have transferred from the Police Department shall be granted total vacation days commensurate with their total time in both departments. Total time in both departments shall not apply with regard to tour seniority.

Any employee who is entitled to vacation leave on December 31st of the calendar year shall at the discretion of the Director receive one (1) day's pay for each day of such leave or carry over they unused vacation leave to be granted or paid for in the following calendar year.

If any employee becomes hospitalized while on vacation, he/she shall not be charged for vacation time during the period of hospitalization. If there is a period of recuperation subsequent to such hospitalization, then subject to review and verification by the Director, the employee shall not be charged for vacation time during said period of recuperation.

SECTION 5.

In the event a firefighter dies without having taken his/her vacation in any calendar year, his/her spouse or estate will receive his/her pay for two and one-sixth ($2+1/6$) pay periods. In the event any vacation has been taken in that calendar year, a pro-rata adjustment shall be made.

ARTICLE XIVACTING OFFICERSSECTION 1.

No firefighter is eligible to serve as Acting Captain until he/she has completed three (3) years service in the Fire Department. Whenever any firefighter is required to serve as an Acting Captain, such employee shall receive the rate of pay of that rank for each day he/she serve five (5) hours of more as Acting Captain. Similarly, any eligible dispatcher and lineman completing three (3) years of service assigned to and performing as Chief Dispatcher and Foreman respectively, shall receive the rate of the higher rank after serving five (5) hours or more in the higher rank. All "acting" assignments in the classification of captain shall be at the discretion of the Department.

SECTION 2.

Payment for serving as Acting Captain shall be made monthly.

ARTICLE XVLEAVE WITHOUT PAYSECTION 1.

Any employee may be granted, with the approval of the Director or Acting Director of the Department, leave without pay up to a maximum of six (6) months provided he/she shall make such request of the officer in charge at least two (2) weeks in advance of the date for which such leave is desired except in the event of emergency, in which case only reasonable notice for such request shall be required. Requests for leave without pay shall not be unreasonably denied.

SECTION 2.

Leave of absence beyond a total consecutive maximum period of six (6) months may be granted only by the approval of the Director or Acting Director and the Municipal Council, which approval may not be unreasonably denied. No further renewal will be granted except upon the approval of the Department of Civil Service.

ARTICLE XVISPECIAL LEAVE AND SICK LEAVESECTION 1.

Any employee may, upon request to and approval of the officer in charge, be granted special leave with pay for any days on which he/she is able to secure another employee to work in his/her place provided:

(a) An employee is allowed to swap, one (1) day or night per tour, upon request, made through the officer in charge.

(b) No swaps can be taken during fire prevention week, nor can a swap be made when there is a training event to be conducted by the training academy outside the normal daily training sessions. If field training by the academy exceeds one day per month, the director will take initiative to insure that the academy training will not be routinely fixed on a particular day of the tour.

(c) When a mutual swap is granted, the substitute must be qualified to perform the duties of the employee replaced.

(d) The payment of one employee to another to work for him/her is not permitted.

(e) Mutual swaps must be made voluntarily between the employees involved.

(f) Battalion chiefs are to keep a record of mutual swaps between personnel under their command.

(g) All mutual swaps must be paid back within a twelve (12) month period.

(h) Battalion chiefs are to submit a quarterly report as to time still owed on mutual swaps. Quarterly reports are to be submitted by the 10th of January, April, July and October of each year.

(i) The officer in charge is responsible for requests and approvals of special leave unless the director authorizes, and notifies employees in a timely manner, that another superior officer is responsible for handling such requests and approvals.

SECTION 2.*

Sick leave benefits shall be provided as per statutory maximum of up to one (1) year of salary and benefits.

*The language of Section 2 of this article is subject to change based on the decision of an arbitrator on a pending grievance.

ARTICLE XVIIFUNERAL LEAVESECTION 1.

Five (5) calendar days funeral leave shall be granted without loss of regular pay for all working days included in the five (5) calendar day period following the death of the employee's father, mother, wife, child, brother or sister.

SECTION 2.

In addition, each employee covered by this Agreement, shall be granted funeral leave without loss of pay of two (2) working days to attend the funeral service of either his/her or the spouse's grandparents, father-in-law, mother-in-law or matters relating to said funeral service or interment or cremation.

Each employee covered by this Agreement shall be granted funeral leave without loss of regular pay of one (1) working day to attend the funeral services of the employee's or his/her spouse's brother-in-law or sister-in-law on the date of interment or cremation.

SECTION 3.

Such funeral leave set forth in Sections 1 and 2 may be extended at the discretion of the Director or Acting Director of the Department, provided that the exercise of such discretion shall not be the subject of a grievance.

ARTICLE XVIIIACCRUED LEAVE TIMESECTION 1.

Any employee covered by this Agreement shall earn three (3) calendar days for each year of service which will be accrued as compensatory time leave to be granted upon age and service retirement. Any sick leave time taken during the immediate twelve (12) months preceding retirement date shall be deducted from an employee's accrued calendar leave.

ARTICLE XIXSENIORITY

SECTION 1. Seniority is defined to mean the accumulated length of service with the Department, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by a physician not in excess of one (1) year.

This definition of seniority shall apply to all terms and conditions of employment established by this agreement for which seniority is a factor.

Civil Service's definition of seniority shall apply to all terms and conditions of employment, for which seniority is a factor, that are governed by Civil Service statutes, rules and regulations.

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

SECTION 3. The Director shall establish a seniority list which shall be updated on or about January 1st of each year and thereafter posted in each Fire Station with a copy sent to the Financial Secretary of the Union.

SECTION 4. Seniority shall be lost and employment terminated if any of the following occur:

(a) Discharge

(b) Resignation

(c) Absence for five (5) consecutive calendar days without leave or notice or justifiable reason for failing to give same.

ARTICLE XXPROBATIONARY PERIODSECTION 1.

To enable the City to exercise sound discretion in the filling of positions within the Fire Department, no appointment to the position of firefighter in the Fire Department shall be deemed final and permanent until after the expiration of such period of probationary service as established by Civil Service Law. At any time during the probationary period of any employee, the City may terminate the employment of such employee. Nothing contained herein shall be used to deny any employee of any rights or any benefits to which he/she may be entitled under the pension provisions of the New Jersey Police and Firemen's Pension System covering employees of the Fire Department.

7RB032190

ARTICLE XXI

TRANSFERS

SECTION 1.

Transfers will be made at the discretion of the Director.

SECTION 2.

As vacancies occur, notice of such vacancy will be posted in each firehouse.

ARTICLE XXII**MANAGEMENT RIGHTS****SECTION 1.**

The City, subject to this Article as noted in Section 2, hereby retains and reserve unto itself, without other 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, and will exercise such rights in conformity therewith, including, but without limiting or adding to the generality of the foregoing, the following rights:

- (a) The executive management and administrative control of the City Government and its properties and facilities and the activities of its employees;
- (b) To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
- (c) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

SECTION 2.

The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies and the adoption of rules and regulations in accordance with Article XXIII and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

SECTION 3.

This Agreement is intended to apply only to those terms and conditions of employment which intimately and directly affect the work and welfare of public employees. Nothing contained herein shall be construed to interfere with the exercise of inherent managerial prerogatives pertaining to the determination of governmental policy or to restrict the City in the exercise of its powers, rights, authority, duties or responsibilities under federal or state laws.

SECTION 4.

Nothing contained herein shall be construed to deny the Union on behalf of an employee covered by this Agreement from raising a grievance concerning non-disciplinary changes in an employee's status so long as such changes are allegedly violative of this Agreement or Department Rules and Regulations.

ARTICLE XXIII

RULES AND REGULATIONS

- SECTION 1. The City may establish and enforce reasonable and just rules and regulations in connection with its operation of the Fire Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies shall be furnished to the Union and opportunity for the discussion of the rules and regulations shall be afforded to the Union.
- SECTION 2. The Union shall have the opportunity to grieve the continuation of any rule or regulation for a period of thirty (30) calendar days after the execution date of this Agreement or the promulgation of any new or modified rule or regulation contained in the Departmental Manual of Rules and Regulations.
- SECTION 3. It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulations, order or instructions as a grievance with shall be handled in accordance with the grievance procedure set forth in Article IV of this Contract.
- SECTION 4. 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.
- A grievance over minor disciplinary action, as this term is defined by Department of Personnel rules and regulations shall proceed through the grievance arbitration procedures provided by this agreement. All major disciplinary action shall proceed through the hearing procedures provided by Civil Service statutes, Merit System Board and Office of Administrative Law rules and regulations. Initiation of a grievance or Civil Service hearing procedure shall not operate as a stay of the suspension or discharge.
- SECTION 5. Nothing contained in this Article shall be construed to give the Director the right to assign firefighters to guard school crossings.

MRB 032192

SECTION XXIV

BAN ON STRIKES

SECTION 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.

SECTION 2.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties agree that there will not be and that the union, its officers, members, agents or principals will not engage in, encourage, sanction, or instigate strikes, slowdowns, lockouts, mass resignations, mass absenteeism, or other similar action which would involve suspension or other interference with normal work performance.

SECTION 3.

The City shall have the right to discipline or discharge any employee who encourages, suggests, foments or participates in a strike, slowdown or other such interference.

SECTION 4.

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

ARTICLE XXV

NON-DISCRIMINATION

SECTION 1.

The parties agree that there shall be no discrimination or favoritism by either party by reason of nationality, race, religion, or political affiliation, age, sex or Union membership or activity.

ARTICLE XXVI

UNION PRIVILEGES

SECTION 1.

The Union shall have the right to visit firehouses at all reasonable hours for union business. The Union will not abuse this right. Such visitation shall not interfere with the normal conduct of work within the Department.

SECTION 2.

Copies of all general orders, rules and regulations, and communications affecting wages, hours, and other terms and conditions of employment for employees covered by the Agreement shall be furnished to the Union within twenty-four (24) hours of their promulgation.

SECTION 3.

The Union may use the Fire Department mail or message routing system and may use firehouse and Fire Department mail boxes. Such use shall be reasonable.

SECTION 4.

The City shall provide the following information to the Union in writing as soon as the information is available to the City, or as set forth hereafter:

1. Copy of annual report of Director when presented to Mayor and Council;
2. Adopted budget when prepared and distributed to City officials;
3. Annual Financial Statement, whenever submitted to State of New Jersey;
4. Copies of retirement forms when approved by Director;
5. Weekly written reports of hospitalized employees submitted to the Director;

6. In addition, information presently provided by the Fire Department will continue to be so provided.

ARTICLE XXVIIDISCIPLINE AND DISCHARGESECTION 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 good and just cause.

SECTION 2.

A grievance over minor disciplinary action, as this term is defined by Department of Personnel rules and regulations, shall proceed through the grievance arbitration procedure provided by this Agreement. All major disciplinary action shall proceed through the hearing procedures provided by Civil Service statutes, Merit System's Board and Office of Administrative Law rules and regulations. Arbitration of a grievance or Civil Service hearing procedure shall not operate as a stay of the supervision or discharge.

SECTION 3.

Firefighters who are disciplined during their working test period - i.e. probationary period - can grieve disciplinary action through the grievance arbitration procedure provided by this Agreement to the extent that Civil Service statutes, rules and regulations do not provide an alternative hearing procedure through which the probationary firefighter can contest the City's implementation of discipline.

MRB 032190

ARTICLE XXVIII

MILITARY CLAUSE

SECTION 1.

Any regular employee who enters upon active duty with the military or naval service in time of war or emergency shall be given a leave of absence for, and will accumulate seniority during, such period of service not to exceed four (4) years. Upon the termination of such service, he/she will be reemployed at the rate of pay prevailing for work to which the employee is assigned at the time of 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, and a written application for reinstatement is made within ninety (90) days after discharge.

ARTICLE XXIX

MUTUAL AID

SECTION 1.

Employees while rendering aid to another community under City authorization will be fully covered by workers' compensation and liability insurance and pensions as provided by State Law, and shall receive all of the benefits to which they are entitled while working within the limits of the City of Newark.

ARTICLE XXX

DUTIES OF FIREFIGHTERS

SECTION 1.

Employees may be assigned to perform any duty related to firefighting, fire prevention, rescue, salvage, care and maintenance of firefighting equipment apparatus, overhaul work, care maintenance or housekeeping of firehouses and community relations. 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 non-unit employees.

ARTICLE XXXI

DURATION

SECTION 1. This Agreement shall be effective as of January 1, 1989 and shall remain in full force and effect through December 31, 1991 and thereafter from year to year until terminated. It may be terminated at the end of the term of this contract by notice in writing by any one party served thirty (30) days prior thereto upon the other party.

ARTICLE XXXII

LEGAL DEFENSE

SECTION 1.

Whenever an employee is a defendant in any action or legal proceeding arising out of the performance of his/her duties, the City shall provide such employee with necessary means for the defense of such action or proceeding, but not for the defense in a disciplinary proceeding against him/her by the City or in a criminal proceeding instituted as a result of a complaint on behalf of the City.

ARTICLE XXXIII

SAVINGS CLAUSE

SECTION 1.

Except as noted in this Agreement, neither party waives any statutory rights.

SECTION 2.

In the even that any provision of this Agreement shall at any time be declared invalid by Legislative act or any court of competent jurisdiction, or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXXIV

ON THE JOB TRANSPORTATION

SECTION 1.

An employee transferred to or from the scene of a fire to or from the fire station shall be provided with transportation by a City vehicle and shall not be required to use his/her own vehicle. In addition, employees shall not be required to use their own vehicles except where this is presently the practice. Present payment for such use shall be continued.

MRB 032190

ARTICLE XXXV

OUTSIDE ACTIVITIES

SECTION 1.

No fire company will be assigned to outside activities such as drills, inspections or training except for emergency inspections and drills which should be designed for adverse weather conditions when the t-h index is 87 or above or the wind chill factor is 20 or below and/or the temperature is 32 farenheit or below. The foregoing restrictions may be relaxed at the discretion of the Director so that such activities may be limited at a lower t-h index or a higher wind chill factor.

SECTION 2.

The present practice with regard to outside activities shall continue concerning rain and snow.

7RB 032190

ARTICLE XXXVI

CONTINUOUS ACTIVITIES AT FIRES

SECTION 1.

Except where the welfare and safety of the City requires otherwise, it will be the responsibility of the Department to see that firefighters working at fires will be relieved after four (4) continuous hours, or such shorter period as the Chief or Acting Chief considers warranted in view of extreme weather or temperature conditions.

ARTICLE XXXVII

PRINTING OF CONTRACTS

SECTION 1.

Revised contracts consistent with the arbitration award shall be printed by the City and distributed at the Union's discretion by the Union or the City at the City's expense, as in the past.

ARTICLE XXXVIII

HEALTH AND SAFETY

SECTION 1.

The City shall attempt whenever possible to provide a place of employment that is reasonably safe and healthful for employees. Nothing in this Article shall be construed to obligate the City to install new equipment or to renovate the present facilities.

7RB 032190

ARTICLE XXXIX

RETROACTIVE SALARY INCREASE

SECTION 1.

All retroactive salary increases shall be paid by separate check on a day other than a regular payday.

MRB032190

ARTICLE XL

FIREHOUSES

SECTION 1.

The City shall maintain the following, if originally supplied by the City: stoves and ovens, air conditioners, refrigerators. This obligation is in addition to any other obligation of the City, if any.

ARTICLE XLISHIFT DIFFERENTIALSECTION 1.

Effective January 1, 1989, there shall be a shift differential or hazardous duty pay of six hundred fifty-three dollars (\$653.00) per year payable quarter-annually on January 1, April 1, July 1 and October 1 to the following employees, so long as they are assigned to rotating shifts: firefighters assigned to fire companies, firefighters assigned to special services, members of the arson squad, alarm operators and linemen. Effective January 1, 1991, the aforesaid sum of six hundred fifty-three dollars (\$653.00) shall be increased to seven hundred seventy-eight dollars (\$778.00).

Those firefighters who work a rotating shift for only a portion of a quarter shall receive a prorata share of the quarterly payment for shift differential, based on the length of time the firefighters worked the rotating shift during the quarter.

ARTICLE XLII

FULLY BARGAINED PROVISIONS

SECTION 1.

This Agreement represents and incorporates the complete and final understanding and settlement by the parties. During the term of this Agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 2.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XLIIIOPTIONAL LUMP SUM TERMINAL LEAVE PAYMENTSECTION 1.

Upon separation from the City, an employee may elect the option of receiving wages and other benefits due them in a lump sum equal to the cost to the City for such wages and other benefits had the employees remained on the payroll to receive same.

SECTION 2.

The aforesaid lump sum payment shall be made on the date of separation. In the event an employee who elects the lump sum option is entitled to wages and other benefits during two (2) fiscal years, two (2) lump sum payments shall be made, the first, in an amount equal to the wages and benefits to which the employee would have been entitled for the year of separation and the second, in an amount equal to the wages and benefits to which the employee would have been entitled for the year subsequent to separation, had he/she remained on the payroll. The first payment shall be made upon separation and the second payment shall be made in the second week of January of the subsequent year.

ARTICLE XLIV

SAFETY COMMITTEE

SECTION 1.

The City agrees to appoint two (2) members of the Union, selected by the Union president, to serve in the Safety Committee of the Fire Department, which shall continue to review safety problems and other related matters as it has in the past.

These members shall each receive two (2) additional personal days per year as compensation for time spent involved with the business of the Committee. Additional time off may be granted, at the sole discretion of the City.

ARTICLE XLV

MISCELLANEOUS

SECTION 1.

Any notices required to or permitted to be given under this Agreement shall be given in writing, delivered personally or sent by certified mail, return receipt requested, to the following parties at the following addresses:

To F.M.B.A. LOCAL no. 4:

Mr. John J. Gerow, President
Newark F.M.B.A. Local No. 4
82 Cook Street
Clark, New Jersey 07066

With a copy to:

Fox & Fox, Esqs.
570 Broad Street
Newark, New Jersey 07102
Attn: Dennis J. Alessi, Esq.

To the City of Newark:

Business Administrator
City of Newark
920 Broad Street
Newark, New Jersey 07102

With a copy to:

Corporation Counsel
Legal Department
City of Newark
920 Broad Street
Newark, New Jersey 07102

Director of Personnel
Personnel Department
City of Newark
920 Broad Street
Newark, New Jersey 07102

Other addresses may hereafter from time to time be designated by like written notice to any other party. Notice shall be deemed to be given on the date same is delivered or mailed whether received or rejected by such party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, all as of the day and year first above written.

ATTEST:

CITY OF NEWARK:

Robert P. Marasco
ROBERT P. MARASCO
CITY CLERK
5/24/90

Sharpe James
SHARPE JAMES, MAYOR

APPROVED AS TO FORM:

Glenn A. Grant
GLENN A. GRANT
CORPORATION COUNSEL

Stanley Kossup
STANLEY KOSSUP
FIRE DIRECTOR

Richard A. Monteilh
RICHARD A. MONTEILH
BUSINESS ADMINISTRATOR

WITNESSED:

NEWARK FIREMEN'S MUTUAL
BENEVOLENT ASSOCIATION
LOCAL NO. 4

David I. Fox
DAVID I. FOX

John J. Gerow
JOHN J. GEROW, PRESIDENT

Anthony Baranski
ANTHONY BARANSKI
VICE PRESIDENT

Thomas Farley
THOMAS FARLEY
RECORDING SECRETARY

APPENDIX A

This appendix is annexed to and made part of this agreement.

POSITION	STEP	EFFECTIVE 1/1/89	EFFECTIVE 1/1/90	EFFECTIVE 1/1/91
Firefighter,	First	\$27,157.50	\$28,922.74	\$30,802.72
Salvageman,	Second	\$28,639.98	\$30,501.58	\$32,484.18
Fire Alarm	Third	\$31,025.77	\$33,042.45	\$35,190.21
Operator, and	Fourth	\$32,399.72	\$34,505.70	\$36,748.57
Lineman	Fifth	\$33,790.66	\$35,987.05	\$38,326.21
Fire Prevention Specialist, U.F.D.		\$36,742.50	\$39,130.76	\$41,674.26

The increment schedule for the hereinabove noted positions shall consist of five steps, from minimum to maximum, with exception of Fire Prevention Specialist, which will continue to have only one designated salary with no increment schedule.

"Increment" shall mean an annual increase to take effect on January 1st in each year provided, however, any person appointed to any position herein set forth on or after September 1 of any year shall not be entitled to a first increment until the second January 1 following the date of the appointment.

Every employee promoted to any position herein set forth shall receive for the first year of service the minimum salary established for such position, and in addition thereto for each year of service thereafter receive an increment until such person shall have attained the maximum salary established for such position.

The increments shall be governed by Ordinance 6S&FBF dated November 22, 1966 of the Revised Ordinances of the City of Newark, New Jersey.

MEMORANDUM OF AGREEMENT

Section 1.

The Union may reopen this Agreement for the purpose of negotiating with the City the inclusion and addition to the Agreement of the following provision ("Benefit"):

"Holiday pay will be paid as an hourly component of base salary and longevity bi-weekly for pension purposes."

The effect of this new provision or Benefit is to have holiday pay included in base pay, and to qualify this pay for inclusion in an employee's pension.

Section 2. Exercise Reopener

The Division of Pensions ("Division") of the State of New Jersey, in a letter to the City dated November 28, 1989 indicated the following: "A broader determination on what is includable in base pay for pension purposes for other employees of the City and employees of other municipalities will be made after my review of the broader issue is complete".

The Agreement may be reopened by the union for the purpose of negotiating inclusion in the Agreement of the Benefit, at such time that there is a determination (at an initial level or otherwise) by the Division of Pensions and/or P.E.R.C. and/or any court or by any other appropriate entity, that the Benefit is includable in base pay for pension purposes, or some similar Determination ("Determination"). Once such Determination is made, the Union may, by notice to the City, reopen this Agreement, immediately after which negotiations between the parties shall commence for the purpose of solely negotiating the Benefit. If, in the Union's opinion, there is no agreement reached with regard to the obtaining of the Benefit by

the Union, then the Union may, by notice to the City, initiate compulsory interest arbitration for resolution of the dispute limited solely to the benefit. Arbitrator Robert Mitrani, the arbitrator in docket no. IA-89-28, shall be the interest arbitrator for the adjudication of this issue and retains jurisdiction for this purpose.

Section 3.

The arbitrator shall determine the following issue: "Shall the Benefit be granted to the Union".

In making this determination, the arbitrator shall apply the criteria provided by law for the determination of interest arbitrations.

The Union may support its position with any arguments which it may deem appropriate.

The City may support its position with any arguments it may deem to be appropriate.

Section 4.

If arbitrator Mitrani awards the union the Benefit, he may indicate in his award, if any, the recurring nature of the applicable reductions in salary and/or other monetary benefits (excluding downtime) agreed to by the Union to obtain the Benefit so that arbitrators in other interest arbitrations, in the future, between the parties may be guided in determining whether or not to provide increases in the other benefits.

KB 032190

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, all as of the day and year first above written.

ATTEST:

CITY OF NEWARK:

Robert P. Marasco
ROBERT P. MARASCO
CITY CLERK
5/24/90

Sharee James
SHAREE JAMES, MAYOR

APPROVED AS TO FORM:

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