

AGREEMENT

between

THE CITY OF NEWARK  
NEW JERSEY

and

THE NEWARK FIREFIGHTERS UNION, INC.

JANUARY 1, 2013 - DECEMBER 31, 2015

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## PREAMBLE

THIS AGREEMENT, effective as of the 1st day of January, 2013, by and between the CITY OF NEWARK, NEW JERSEY, (hereinafter "City" or "Employer") and the NEWARK FIREFIGHTERS UNION, INC. (hereinafter "Union"), is designed to maintain and promote a harmonious relationship between the City 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, Fire Alarm Operators, Lineworkers, and Fire Signal Systems Repairer, wherever assigned, or similar titles, if created, of the Newark Fire Department including all Firefighters in specializations such as Community Relations, Labor Relations, Arson Squad, Special Services and Supply, Training Academy, Communications, Planning and Research 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.

SECTION 3. Effective December 31, 1991 new appointees assigned duties and responsibilities under the civilian position titles of Fire Prevention Specialist, Lineworker and Communications Operator shall not be entitled to the representation by the majority representative.

## 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 bi-weekly 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.

SECTION 2. The Union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses, or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the City at the request of the Union under this Article.

SECTION 3. Upon the written authorization by an employee covered by the Agreement, the City agrees to deduct bi-weekly 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 quarterly. 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 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 III BULLETIN BOARDS

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 IV GRIEVANCE PROCEDURE AND ARBITRATION

#### SECTION 1. PROCEDURE:

STEP #1. In the event that any difference or dispute should arise between the City and the Union or any employee(s) 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 any employee(s), an earnest effort shall be made to settle such difference(s) between the aggrieved employee(s) and his/her or their immediate superior within 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.

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 the 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 Director's written answer, and if the grievance is not settled to the satisfaction of both parties, either party 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 canceled 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 dispute 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, except that disciplinary grievances may be brought within ninety (90) 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) The steps provided for herein may be waived by mutual agreement of the parties.
- (b) 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.
- (c) 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.

#### 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 and 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.

SECTION 3. Eight (8) officers of the Union (President, Vice President, Second Vice President, Recording Secretary, Treasurer, Chairman of the Board of Directors, Sergeant-at-Arms and Legislative Delegate) shall be granted time off from duty, with no loss of regular pay, to attend Executive Board and General Membership meetings of the Union.

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, to attend meetings of the Board of Directors.

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 above-mentioned eight (8) or five (5) employees, provided in Sections 3 and 4, be granted time off. 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 Labor Relations unit so as to enable them 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 eight (8) in number shall be granted leave from duty and shall suffer no loss of regular pay to attend an annual Union convention (maximum of two (2) twenty-four (24) hour shifts). Notwithstanding the foregoing, leave shall be granted in accordance with applicable statutes, such as N.J.S.A. 40A:14-177, N.J.S.A. 11A:6-10.

SECTION 8. Two (2) employees of the Fire Department shall be selected respectively by the Director and the President of the Union, with the approval of the Director, to assist the next of kin whenever a member of the Fire Department passes away. When the Department is notified of such a death, the Director or his/her designee shall excuse those selected from regular duties where possible without loss of pay. Approvals shall not be unreasonably withheld.

SECTION 9. A legislative delegate, 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 firefighters is being considered for the purpose of presenting the views of firefighters regarding such legislation.

SECTION 10. The City shall provide a total of one hundred (100) gallons of gasoline per month for vehicles used for union business. The Union's prior use of an office provided by the City is discontinued.

## 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 VII WORK WEEK

SECTION 1. Hours of Work:

(a) The normal work week for all employees who perform firefighting duties shall consist of forty-two (42) hours per week over an eight (8) week cycle. The work schedule will be a twenty-four (24) hour shift on duty immediately followed by seventy-two (72) hours off duty, which is again immediately followed by a twenty-hour (24) hour shift on duty, and so on. The twenty-four hour shift shall commence at 8:00 a.m. and conclude at 8:00 a.m. the following day.

(b) Staff Firefighters. See Section 2.

(c) Conversion of Time Off Under New Schedule. Time off shall be converted to reflect the new schedule and shall be appropriately pro-rated as applicable; this conversion is not intended to add or to reduce Firefighters hours off.

SECTION 2. Staff Firefighters:

In order to motivate and retain staff positions, staff employees in the Director's office, Fire Chief's Office, Training, Planning, Arson, Special Services, HAZ-MAT, Community Relations, Safety Division and Motors shall have the option, at the discretion of the Director, of working a four (4) day, ten (10) hours per day workweek on a schedule to be determined by the Director,

except that employees in units such as Arson, Special Services, Safety, etc. that work on a tour shall be scheduled in accordance with the tour schedule set forth in (a) above. The Director has the option to assign administrative day employees to a five (5) day, eight (8) hour per day workweek instead of a four (4) day, ten (10) hour per day workweek. Nothing in this Section shall limit the Director in regulating or changing the specific hours of work.

## ARTICLE VIII PERSONAL TIME

SECTION 1. Employees of the Fire Department shall receive personal time consisting of any combination of three (3) 14 hour day or 10 hour night split periods per year, a twenty-four (24) is considered two (2) split periods for purposes of this section. These days shall be regulated by 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 split periods 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.

SECTION 3. Employee use of personal time shall not be subject to a "black out period" and a request for use of personal time cannot be denied based on a "black out period."

## ARTICLE IX OVERTIME

SECTION 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 receive 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 to work overtime, he/she shall be considered as having worked such overtime assignment for the purpose of maintaining a proper order of rotation for future 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 time hourly rate if called back to work after completion of a regular tour of duty.

SECTION 4. All 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 Division only after forty (40) hours have been worked in one week.

SECTION 5. (a)Overtime payments shall be made no later than sixty (60) days from the date the overtime is performed.

(b)Overtime and "acting officers" 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 sixty (60) days 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 the Union 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 above mentioned entities in accordance with applicable law.

SECTION 6. Overtime allocation procedures shall continue pursuant to the parties' agreement dated July 17, 1996 under Docket No. 95-301.

## ARTICLE X HOLIDAYS

SECTION 1. Each employee of the Department working a forty-two (42) hour week shall continue to receive pay for thirteen (13) Holidays based on an average twelve (12) hours per day. Longevity pay (Article XI) is added to all calculations regarding Holiday pay. Holiday pay shall be paid as an hourly component of base salary and longevity bi-weekly for pension purposes.

SECTION 2. Employees in the Fire Department working other than a forty-two (42) hour week shall continue to enjoy the same Holidays 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. Shall remain two for one.

All Holiday benefits that have accrued to any 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 X, 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 the Executive Order Nos. 236 and 241 for the period of July 1, 1965 to December 31, 1970.

## ARTICLE XI LONGEVITY

SECTION 1. All employees of the Fire Department covered by this Agreement shall continue to be paid longevity payments on a pro-rated 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, 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.

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 XII  
CLOTHING MAINTENANCE

SECTION 1. Effective January 1, 2005, all employees of the Fire Department covered by this Agreement shall be entitled to an annual clothing maintenance allowance of \$1,025.00. 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/or 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 XIII  
LIFE & HEALTH INSURANCE

The provision of this Article shall be administered in accord with provisions P.L. 2011, Chapter 78, as presently provided.

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: Horizon Blue Cross/Blue Shield of New Jersey Traditional Plan; Blue Cross Rider J (\$400.00 annual allowance); Medical and Accidental Emergency Room Riders; and Horizon Blue Cross/Blue Shield of New Jersey Major Medical (Traditional plan for active population).

The parties agree to continue to remain in the Select Hospital Network under the Traditional Plan. In the event Horizon Blue Cross Blue Shield reduces the number of hospitals in this Network below 50, not including reductions caused by consolidation, merger or voluntary or involuntary dissolution, the City will conduct a search for replacement coverage with another carrier providing substantially similar benefits at substantially similar costs at the time of this reduction. If the City finds a carrier providing substantially similar benefits at substantially similar costs at the time of this reduction, the City agrees to enter into an agreement to provide the aforementioned benefits. If such a carrier cannot be found or if any other disputes arise concerning the interpretation, application, implementation or alleged violations of this paragraph, the parties shall be left to their remedies under Article IV of this Agreement.

The foregoing coverage is provided at no cost to the employee and the premiums are paid for in full by the City.

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 Horizon Blue Cross/Blue Shield of New Jersey Traditional Plan benefits cover eligible dependent children until the end of the calendar year in which their twenty-sixth (26th) birthday occurs. The Horizon Blue Cross/Blue Shield of New Jersey Traditional Plan benefit covers eligible dependent children until the date on which their nineteenth (19<sup>th</sup>) 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-sixth (26th) birthday occurs.

Effective January 1, 2007, the City shall provide all active employees and their eligible dependents with an individual \$1,000,000.00 lifetime maximum on their Major-Medical coverage.

Effective January 1, 2007, the Major Medical benefits provided to active employees and their eligible dependents shall be subject to a \$250.00 annual deductible.

Effective June 1, 2009, the maximum major medical lifetime benefit for active employees and their eligible dependents shall be increased to unlimited.

Effective June 1, 2009, The City of Newark's Traditional Plan benefits covers eligible dependent children until the end of the calendar year in which their twenty-third (23rd) birthday. This applies only to active employees only.

## 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 remarrying.

### Section 3

Retiree: An individual who has satisfied the retiree health benefit entitlement criteria in accordance with the contract or by health benefit entitlement established by Ordinance.

Eligible retirees, with twenty-five (25) years of continuous service who retired prior to September 1, 1984, and their qualified dependents are entitled to: Horizon Blue Cross Hospitalization Plan; Horizon Medical-Surgical and Horizon Blue Cross/Blue Shield 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 Horizon Blue Cross/Blue Shield Major-Medical Plan. Said coverage is to continue until such time as the retiree attains age sixty-five (65) and is thereby eligible for Medicare. For retirees who attain age sixty-five (65) and have a spouse who is under age sixty-five (65), this coverage shall continue 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 Horizon Blue Cross/Blue Shield of New Jersey Traditional Plan benefit covers eligible dependent children until the date on which their nineteenth (19<sup>th</sup>) 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-sixth (26<sup>th</sup>) birthday occurs.

Employees who retire on or after January 1, 2005, and their qualified dependents, shall maintain eligibility, until the eligible retiree or their eligible dependent becomes Medicare eligible, for the Horizon Blue Cross/Blue Shield of New Jersey Traditional Plan coverage program on and after retirement in lieu of the Blue Shield 14/20 Medical surgical plan.

Effective January 1, 1993, eligible retirees with twenty-five (25) years of service, who retire on or after January 1, 1993, and their eligible dependents shall be provided with an individual lifetime maximum of \$500,000 on their Major Medical coverage.

Eligible retirees with twenty-five (25) years of service who retire on or after January 1, 2007, and their eligible dependents, shall be provided with an individual lifetime maximum of \$1,000,000.00.

Eligible retirees with twenty-five (25) years of service who retire on or after January 1, 2007, and their eligible dependents, shall be subject to a \$250.00 annual deductible.

Effective June 1, 2009, the maximum major medical lifetime benefit for retirees and their eligible dependents shall be increased to unlimited.

Effective June 1, 2009, The City of Newark's Traditional Plan (as noted in section 3) benefits (currently provided by Horizon only) covers eligible dependent children until the end of the calendar year in which nineteenth (19) birthday occurs or the end of the calendar year in their twenty-third (23rd) birthday occurs provided they are dependent and a full-time student in an accredited institution. This applies only to the retiree population.

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 that 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.

Effective June 1, 2008:

- All Medicare (Parts A and B) eligible retirees and their eligible dependents (legal spouse or eligible Civil Union partner) will be ineligible for the City's traditional retiree health plan offered by Horizon Blue Cross Blue Shield of New Jersey (hospitalization/med-surgical) and Horizon Blue Cross/Blue Shield of New Jersey Major medical plan. Effective June 1, 2009, Horizon became the sole Traditional Plan carrier.
- All Medicare (Parts A and B) eligible/enrolled retirees and their eligible/enrolled spouse or Civil Union partner who are entitled to City funded retiree health benefits will be entitled to enroll in the contracted carrier provided Medicare retiree plan. The City agrees to assume the full employer billed cost of the carrier provided Medicare retiree plan for the eligibly enrolled population.

- The City will no longer provide a separate Medicare supplemental retiree health insurance plan for Medicare eligible retirees or their Medicare eligible dependents. The carrier provided Medicare retiree plan will be the sole employer sponsored retiree health benefit plan for all Medicare eligible retirees and their eligible spouse/Civil Union partners.
- The enrollment under the carrier provided Medicare retiree plan will be based on single member enrollment. Therefore, the eligible retiree and eligible spouse/Civil Union partner will be provided with separate enrollment under the carrier provided Medicare retiree plan.
- All confirmed Medicare ineligible (based on notification from Medicare indicating Part A benefit is not “premium free”.) retirees and their spouse/Civil Union partner will be entitled to the traditional retiree health plan noted in their union contract or by health benefit entitlement established by ordinance.
- Eligible retiree’s entitlement under the carrier provided Medicare retiree plan will continue for the remainder of the retiree’s life.
- All City sponsored health benefit coverage for the spouse, Civil Union partner and dependent children will cease immediately upon the retiree’s death.
- Medicare eligible retirees that reside outside of the 50 States are ineligible to participate in the carrier provided Medicare retiree plan. Traditional retiree plan entitlement will continue for retirees, their spouses and eligible Civil Union partners that have permanent residence outside of the 50 States. They will receive benefit in accordance with the contract or by health benefit entitlement established by ordinance.
- Retirees and their eligible spouse that are at least age 65 but ineligible (based on notification from Medicare) for Medicare Part A or B must submit the original notification letter they received from Medicare to the City. These retirees will be ineligible to enroll in the carrier provided Medicare retiree plan and must remain in the traditional retiree plan, receiving benefit levels in accordance with the union contract or by health benefit entitlement established by ordinance.
- Traditional retiree plan entitlement will continue for dependent children of the Medicare eligible retiree. The benefit levels will be provided in accordance with the contract or by health benefit entitlement established by ordinance.
- Uninterrupted member enrollment in the carrier provided Medicare retiree plan is contingent upon timely Part A/B premium payments to Medicare which are made by the Medicare eligible retiree and spouse.

- If reenrollment in the carrier provided Medicare plan is required, the enrollment will be subject to the established enrollment periods provided for the City subscribers and their eligible dependents.
- The Medicare Part B reimbursement entitlement is contingent upon the entitlement reflected in the union contract or by health benefits entitlement established by ordinance.
- Should the current City-provided Medicare retiree plan become unavailable or discontinued for any reason, those Medicare eligible retirees will revert a City-provided plan the provides substantially similar benefits but not less than those presently in effect.

#### Section 4.

All eligible employees who retired on or after January 1, 1980, but prior to January 1, 2007, 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 retired on or after January 1, 1987, but prior to January 1, 2007, with twenty-five (25) years of continuous service as set forth in this Article.

All eligible employees who retire on or after January 1, 2007, on an accidental disability retirement with less than twenty-five years of service shall receive the same health benefits as those members who retire on or after January 1, 2007, with twenty-five (25) years of service as set forth in this article.

All 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.

All eligible employees who retire on or after January 1, 2007, on an ordinary disability retirement shall receive the same health benefits as those members who retire on or after January 1, 2007 with twenty-five (25) years of service.

#### Section 5.

A managed care program may be available to employees as an alternative to other health insurance benefits. Participation in a managed care program, if available in an employee service area, may be elected by the employees. Information regarding the managed care 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 managed care premium than is required for health benefits under the terms of this Agreement. Any cost in premiums for an managed

care plan 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.

All employees retired before January 1, 1998, shall continue to be covered by the \$1,500 Life Insurance Death Benefit. Said Life Insurance Death Benefit coverage applies only to those eligible retirees and not their eligible dependents.

#### Section 8.

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 9.

Effective January 1, 2007, the City provides a prescription plan (with a \$5.00 co-payment for generic and \$10.00 co-pay for non-generic per prescription) for active employees and their eligible dependents. All 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 10.

All 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.

Eligible retirees with twenty-five (25) years of continuous service who retire on or after January 1, 1998, 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 (23rd) birthday occurs) shall be entitled to a prescription plan with a \$1.50 co-payment per prescription on generic drugs and a \$5.00 co-payment per prescription for non-generic drugs.

Eligible retirees with twenty-five (25) years of service who retire on or after January 1, 2007, 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<sup>rd</sup>) birthday occurs) shall be entitled to a prescription plan with a \$5.00 co-payment per prescription on generic drugs and a \$10.00 co-payment per prescription for non-generic drugs.

#### Section 11.

The City provides a dual choice dental care program as set forth by the Union in its Exhibits U-47 in the 1980-1981 Interest Arbitration proceedings. Such dental care program provides for orthodontic benefits up to One Thousand Dollars (\$1,000) per employee for each individual dependent. This One Thousand Dollars (\$1,000) 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 applied 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.

Effective January 1, 2007, the annual maximum reimbursement for dental benefits exclusive of orthodontic benefits, for active employees and their eligible dependents, shall increase from One Thousand Dollars (\$1,000) to One Thousand Five Hundred Dollars (\$1,500).

Effective January 1, 2010, the lifetime maximum reimbursement for dental orthodontic benefits, for active employees and their eligible dependents, shall increase from One Thousand Dollars (\$1,000) to One Thousand Five Hundred Dollars (\$1,500). This does not apply to the closed panel dental plan.

All 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 11 above in the amount of One Thousand Dollars (\$1,000) and coverage shall continue until such time as the retiree attains the age of seventy (70) years.

Effective January 1, 2007, the annual maximum reimbursement for dental benefits exclusive of orthodontic benefits, for members who retire on or after that date with twenty-five (25) years of service and their eligible dependents, shall increase from One Thousand Dollars (\$1,000) to One Thousand Five Hundred Dollars (\$1,500).

Eligible retirees with twenty-five (25) years of service who retire on or after January 1, 2010, 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<sup>rd</sup>) birthday occurs) shall be entitled to an increase in the lifetime maximum reimbursement for dental orthodontic benefits from one thousand dollars (\$1000) to one thousand five hundred dollars (\$1500). This does not apply to the closed panel dental plan.

Section 12.

A mandatory second surgical option plan excluding all medical emergencies shall continue to be implemented as part of the uniform medical plan affecting firefighters.

Section 13.

Effective January 1, 1998, for active employees and those who retire on or after that date, in connection with non-emergent admissions to a hospital, there shall be commenced a program known as Patient Admission Review as that program is presently administered under the present insurance practice conducted by Blue Cross Blue Shield of New Jersey provided that such program shall not have any impact if appropriate procedures are followed, on coverage, premium payments, or any other items in connection with the insurance program.

Effective June 1, 2009, the Mandatory Second Surgical Opinion and Pre-Admission Review requirement were removed on the traditional plan.

Section 14.

Cash Waiver Incentive Program. Effective January 1, 2007, the City shall implement a voluntary cash waiver incentive program. Employees will receive a pro-rata payment equal to 10% of the annual premium for each benefit plan that is waived at the end of the calendar year, so long as proof of alternative coverage is submitted. If an employee who is the spouse of another City employee must waive his/her spouse's plan by virtue of the clause below, the pro-rata payment shall be equal to 5% of the annual premium. In all cases, the annual payment shall be made in December of any calendar year. In the event of divorce, or loss of alternate coverage, the employee who voluntarily waived his/her cash payment will be allowed to re-enroll in the benefit plans effective the first day of the following month and receive a pro-rata share of the annual premium payment in December of that given year, so long as proof of the loss of alternate coverage is submitted.

Section 15.

Effective January 1, 2007, when an employee who is represented by this bargaining unit is married to another City employee, only one spouse shall be entitled to be a subscriber under any benefit plan offered by the City, and the other spouse shall be entitled to dependent coverage

under the plan of the subscriber spouse. If the benefit plans of the labor contract(s) are equal, the subscriber shall be the employee with the earliest date of birth in the calendar year. If the benefit plans under the two labor contracts differ, the contract with the higher benefit level will prevail. When one employee retires, the remaining active employee becomes the primary subscriber; the retiring spouse becomes the dependent. When they are both retired and one spouse dies, the retiree will be allowed to enroll as a primary subscriber for the benefit plans to which he/she is entitled. In the event of divorce or the death of the primary subscriber, the dependent shall be allowed to enroll for the benefit plans to which he/she is entitled.

#### Section 16

Effective January 1, 2007, a \$10.00 per month payroll deduction contribution towards retirees health benefits shall be established for active employees.

#### Section 17.

Effective January 1, 2007, there shall be a \$25,000.00 payment to a spouse or, if the spouse is deceased, the eligible dependents of an employee killed in the line of duty.

#### Section 18.

Effective January 1, 2007, the word “continuous” as it refers to the twenty-five (25) years benefits for certain services shall be deleted. This applies to those who retiree on or after January 1, 2007.

### ARTICLE XIV VACATIONS

SECTION 1. The vacation period for the 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:

A. Effective January 1, 1999, all employees hired prior to January 1, 1980, shall receive ten (10) vacation days of twenty-four (24) hours.

B. Effective January 1, 1999, all employees hired prior to January 1, 1999, shall receive nine (9) vacation day of twenty-four (24) hours plus a split period (either a ten hour day or fourteen hour night) until completion of nineteen (19) calendar years of service. Upon completion of nineteen (19) calendar years of service, employees shall receive 10 days vacation.

C. The following vacation schedule shall apply to all employees hired on or after January 1, 1999:

7 days from commencement of employment through the completion of five (5) calendar years of service;

8 days plus a split period after the completion of five (5) calendar years of service and up to the completion of fifteen (15) calendar years of service;

9 days plus a split period after the completion of fifteen (15) calendar years of service and up to the completion of nineteen (19) calendar years of service;

10 days after the completion of nineteen (19) calendar years of service and thereafter.

During the first calendar year of employment, vacation shall be prorated in accordance with Article XXI, Section 2.

For example, a firefighter hired during 1999, will be credited on a pro-rated basis with 7 annual vacation days in the first year of employment. The present practice of usage of the vacation days will continue. The 1999 hiree will then be credited with 8 vacation days plus a split period on January 1, 2005; 9 vacation days on January 1, 2015; and 10 vacation days on January 1, 2019, and thereafter.

Any firefighter hired during 1980 was credited with 10 vacation days on January 1, 2000. Any firefighter hired prior to 1980 was credited with 10 vacation days as of January 1, 1999.

## 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 four (4) 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.

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

Other than the foregoing, the present procedures for firefighters to select their vacation time shall continue without change during the term of this Agreement.

## SECTION 3. Summer Split Vacation Period

The summer split vacation period consisting of three (3) twenty-four (24) hour tours will apply to all employees covered by this Agreement and shall be between the third week of May and the

fourth 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 deferment for 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 the 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.

#### SECTION 6. Accrued Compensatory Option

Effective January 1, 1999, at the employees option, each year two (2) vacation days ( a maximum of 48 hours) may be used or accrued, for terminal leave or lump sum.

### ARTICLE XV ACTING OFFICERS

SECTION 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 at the 3<sup>rd</sup> step of the range for the period of time in which the employee acts in the position. 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 for the period of time in which the employee acts in the position. 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 within sixty (60) days.

### ARTICLE XVI LEAVE WITHOUT PAY

SECTION 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. Leaves of absence beyond a total consecutive maximum period of six (6) months may be granted only by the approval of the Director, or Business Administrator or Mayor, which approval may not be unreasonably denied. No further renewal will be granted except upon the approval of the Department of Personnel.

ARTICLE XVII  
SPECIAL LEAVE AND SICK LEAVE

SECTION 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) shift of 10, 14 or 24 hours within each eight (8) day cycle, upon request, approved by a Battalion Chief. The Director is to determine and publish the schedule of cycles prior to January 1<sup>st</sup> of each year.

(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. The employee to be replaced remains responsible for coverage of the shift.

(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.

ARTICLE XVIII  
FUNERAL LEAVE

SECTION 1. Death in the Immediate Family

All employees covered by this Agreement, on application to his/her commanding officer, shall be granted five (5) consecutive days leave of absence and shall suffer no loss of regular pay on the death of wife, husband, father, mother, stepmother, stepfather, father-in-law, mother-in-law, son, daughter, step son, step daughter, brother, brother-in-law, sister, sister-in-law, step brother, step sister, grandfather, grandmother and spouse's grandparents.

In the event of a death in the employee's immediate family as defined above, said employee will be granted time off from the day of death up to and including the day after the funeral, but not to exceed five (5) calendar days.

Reasonable verification of the event and the familial relationship (such as death certificates, obituaries, etc.) may be requested within five (5) calendar days of the employee's return to work.

#### SECTION 2. Leave Allowance in Special Cases

In special or unusual cases, a Deputy Chief may allow a firefighter to attend a funeral or memorial service for someone other than those persons enumerated in Section 1. The intent of this provision is to cover the situation in which someone other than the immediate kin has raised the firefighter, or has had a very close relationship with the firefighter.

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 XIX ACCRUED LEAVE TIME

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.

### ARTICLE XX SENIORITY

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 from bonafide 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.

The Department of Personnel's definition of seniority shall apply to all terms and conditions of employment, for which seniority is a factor, that are governed by Department of Personnel's 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 President 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 XXI PROBATIONARY PERIOD/NEW-HIRES

SECTION 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 Department of Personnel. 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.

SECTION 2. Effective January 1, 1999, Vacation, Clothing Maintenance, Holiday Pay and Personal Time shall be pro-rated monthly for all employees hired later than January 1 of any given calendar year. These newly hired employees shall receive one-twelfth (1/12th) of the Vacation, Clothing Maintenance, Holiday Pay and Personal Time for each full month of employment during the first calendar year of employment. All new employees hired on or before the fifteenth (15th) day of the month shall receive full credit for that month towards Vacation, Clothing Maintenance, Holiday Pay and Personal Time. All new employees hired after the Fifteenth (15th) of the month shall receive full credit on the first day of the next month towards Vacation, Clothing Maintenance, Holiday Pay and Personal Time.

#### ARTICLE XXII TRANSFERS

SECTION 1. Transfers will be made at the discretion of the Director. Subject to other provisions and obligations with regard to transfers, at least fifteen (15) days notice shall be given with regard to all transfers.

SECTION 2. As vacancies occur, notice of such vacancy will be posted in each firehouse.

### ARTICLE XXIII MANAGEMENT RIGHTS

SECTION 1. The City, subject to this Article as noted in Section 2, hereby retains and reserves 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 XXIV 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 XXIV 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 Department Manual of Rules and Regulations.

SECTION 3. It is understood that employees shall comply with all such rules and regulations. Employee(s) shall promptly and efficiently execute the instructions and orders of officers and superiors. If the employee(s) believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, the employee(s) shall comply with the rule, regulation, order or instruction, but with further provision that such employee(s) may regard the rule, regulations, order or instructions as a grievance which shall be handled in accordance with the grievance procedure set forth in Article IV of this Agreement.

SECTION 4. In the event that the employee(s) 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, as its option, to suspend or discharge the offending employee(s).

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 Department of Personnel statutes, Merit System Board and Office of Administrative Law rules and regulations. Initiation of a grievance or Department of Personnel 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.

## ARTICLE XXV 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 hereto agree that there will not be and that the Union, its officers, members, agents or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism or other similar action which would involve suspension of or interference with normal work performance.

SECTION 3. The City shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown or other such interference.

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

ARTICLE XXVI  
NON-DISCRIMINATION

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

ARTICLE XXVII  
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 one (1) week 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 Directors;
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 XXVIII  
DISCIPLINE AND DISCHARGE

SECTION 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 Department of Personnel statutes, Merit System 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 suspension 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 Department of Personnel statutes, rules and regulations do not provide an alternative hearing procedure through which the probationary firefighter can contest the City's implementation of discipline.

ARTICLE XXIX  
MILITARY CLAUSE

Employees shall be granted military leave pursuant to N.J.S.A. 38:23-1 et seq. and N.J.S.A. 38A:4-4, which are incorporated herein by reference, or as otherwise required by State or Federal law.

ARTICLE XXX  
MUTUAL AID

Employees while rendering aid to another municipality 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 would be entitled as if working within the limits of the City of Newark.

ARTICLE XXXI  
DUTIES OF FIREFIGHTERS

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 XXXII  
DURATION

This Agreement shall be effective as of January 1, 2013, and shall remain in full force and effect through December 31, 2015, and thereafter from year to year until terminated. The terms of this Agreement shall continue in effect during negotiations between the parties.

ARTICLE XXXIII  
LEGAL DEFENSE

The City shall provide legal defense to employees in accordance with N.J.S.A. 40A:14-28, which is incorporated herein by reference.

ARTICLE XXXIV  
SAVINGS CLAUSE

SECTION 1. Except as noted in this Agreement, neither party waives any statutory rights.

SECTION 2. In the event 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 XXXV  
ON THE JOB TRANSPORTATION

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.

ARTICLE XXXVI  
OUTSIDE ACTIVITIES

SECTION 1. No fire company shall 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 index is 87 or above or the wind chill factor is 20 or below and/or the temperature is 32 degrees Fahrenheit 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.

SECTION 3. The City shall “broadcast” the heat index (temperature and wind chill factor) at 0800 hours and 1200 hours daily.

ARTICLE XXXVII  
CONTINUOUS ACTIVITIES AT FIRES

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 XXXVIII  
HEALTH AND SAFETY

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.

ARTICLE XXXIX  
SALARY

SECTION 1. During the term of this Agreement, salaries shall be paid in accordance with the Salary Guide attached hereto as Appendix A.

SECTION 2. All retroactive salary increases shall be paid by separate check on a day other than a regular payday.

ARTICLE XL  
FIREHOUSES

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 XLI  
SHIFT DIFFERENTIAL/STIPEND

SECTION 1. Effective January 1, 2007, the City shall pay a shift differential or hazardous duty payment of one thousand two hundred fifty three dollars (\$1,253.00) per year payable quarterly on the first regular pay day in January, April, July and October 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 lineworkers. The three firefighters who are full-time Union officials shall also receive shift differential or hazardous duty pay.

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

SECTION 2. The HAZ-MAT stipend for the members of Rescue 1 and Truck 1 shall continue to be four thousand dollars (\$4,000.00).

This stipend shall be paid in one yearly payment to be paid on the first non-payday Friday in December of each calendar year. Members who do not serve the full year in the unit shall have their HAZ-MAT stipend pro-rated.

SECTION 3. Effective January 1, 2007, there shall be a \$1,250.00 stipend payment annually for those members who serve in special units as follows: The DeCon Unit and the Arson Squad. Members must serve a minimum of three (3) full calendar months in the unit to be entitled to the stipend.

SECTION 4. Effective January 1, 2007, there shall be a stipend of \$2,500.00 annually for those members who serve on the SCUBA/Dive Team. Members must serve a minimum of three (3) full calendar months in the unit to be entitled to the stipend. If other special units except for USAR are activated, the parties agree to discuss a stipend for those units.

SECTION 5. Effective January 1, 2010, there shall be a stipend of \$1,250.000 annually for those members who are certified and assigned to the Urban Search and Rescue (USAR) Unit. Members must serve a minimum of three (3) full calendar months in the unit to be entitled to the stipend.

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 shall 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 by an instrument in writing only executed by both parties.

ARTICLE XLIII  
OPTIONAL LUMP SUM TERMINAL LEAVE PAYMENT

SECTION 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 employee 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 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 within 30 days of separation and the second payment shall be made in the second week of January of the subsequent year.

ARTICLE XLIV  
SAFETY COMMITTEE

The City agrees to appoint two (2) members of the Union, selected by the Union president, to serve on 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 one (1) twenty-four (24) hour period or two split periods 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:

Newark Firefighters Union, Inc.:

Charles West, President  
Newark Firefighter's Union, Inc.  
238 Murray Street

Newark, NJ 07114

With a copy to:  
Fox & Fox, LLP  
70 South Orange Avenue  
Livingston, New Jersey 07039  
Attn:David I. Fox, Esq.

To the City of Newark:

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

with copies to:

Corporation Counsel  
Legal Department  
City of Newark  
920 Broad Street, Rm. 316  
Newark, New Jersey 07102;

and

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.

SECTION 2. Due to the change in work week to a 24/72 hour or other schedule, the purpose of all time adjustments and conversions is to keep the contract the same in comparison to 10 and 14 hour shift - not to take advantage or be at a disadvantage, such that no time is lost or gained.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals at Newark, New Jersey as of this \_\_\_\_\_, day of \_\_\_\_\_, 2013.

**APPROVED AS TO FORM:**

**FOR THE CITY OF NEWARK:**

By: \_\_\_\_\_  
ANNA P. PERERIA, Dated

By: \_\_\_\_\_  
HON. LUIS A. QUINTANA, MAYOR Dated

**FOR the NEWARK FIREFIGHTERS UNION**

By: \_\_\_\_\_  
CHARLES H. WEST, Dated  
PRESIDENT

By: \_\_\_\_\_  
ROBERT MARASCO, Dated  
CITY CLERK

By: \_\_\_\_\_  
KEVIN SIMPSON, Dated  
VICE PRESIDENT

By: \_\_\_\_\_  
JULIEN X. NEALS, Dated  
BUSINESS ADMINISTRATOR

By: \_\_\_\_\_  
KECIA DANIELS, Dated  
H.R. DIRECTOR

APPENDIX A

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

The following schedule shall apply to all employees represented by the Newark Firefighters Union:

	<u>2013</u>	<u>2014</u>	<u>2015</u>
	+0%	+2.00%	+2.00%
First Step	40,591.41	41,403.24	42,231.30
Second Step	43,508.41	44,378.58	45,266.15
Third Step	53,532.33	54,602.98	55,695.04
Fourth Step	64,240.10	65,524.90	66,835.40
Fifth Step	73,611.34	75,083.57	76,585.24
Sixth Step	89,379.73	91,167.32	92,990.67
Senior Step*	92,059.27	93,900.46	95,778.47

\*Senior Step Pay commences on the first day of the tenth year of employment.

"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 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 the maximum salary established for such position.

Upon execution of the bargaining Agreement, wages shall be retroactive to the effective date of this Agreement.

Employees covered under this Agreement shall be exempt from furloughs.