

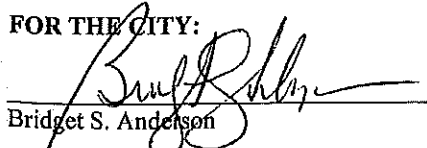
MEMORANDUM OF AGREEMENT

The City of Elizabeth (hereinafter "City") and Firemen Benevolent Association, Elizabeth Local No. 9 (hereinafter "Local 9"), having engaged in good faith collective negotiations for a successor collective negotiations agreement, hereby agree to modify their current collective negotiations agreement, which expired on June 30, 2022, as follows:

1. Four-year term July 1, 2022 through June 30, 2026.
2. Wages – All regular, full time employees covered by the Agreement shall receive an across-the-board increase in their respective ranges as follows:
 - 2.25% effective and retroactive to July 1, 2022;
 - 2.25% effective July 1, 2023;
 - 2.25% effective July 1, 2024; and
 - 2.75% effective July 1, 2025.
3. City of Elizabeth will freeze the health care contribution rate at the Local 9 member's current rate as of July 1, 2018, for members hired before 12/31/2014. This contribution will change only if the member's status changes. Local 9 members hired after 1/1/2015 contributions will increase by .05%
4. Add a base adjustment for 9 years of Service of a quarter percent (.0025)
5. Amend Article XIX Stipends: Add **Section 4** to include a Fire Instructor Stipend in the amount of \$1,000.00.
6. Amend Article XIX Stipends: **Section 1** to increase stipend for First Responder to \$2,000 effective July 1, 2022
7. Amend Article XIX Stipends: **Section 2** to increase stipend for EMT to \$2,100.00 effective July 1, 2022. Members who take EMT certification and refresher courses will be paid overtime.
8. Amend Article XIX Stipends: **Section 3** to increase Tech Rescue stipend to \$2,600.00 effective July 1, 2022. In addition, the certification will be portable to any company within the Elizabeth Fire Department (EFD). Local 9 members may receive both Tech Rescue and Hazmat stipends simultaneously.
9. Amend Article XIX Stipends: **Section 4** to increase stipend for Hazmat to \$2,600.00 effective July 1, 2022. In addition, the certification will be portable to any company within the Elizabeth Fire Department (EFD). Local 9 members may receive both Tech Rescue and Hazmat stipends simultaneously.
10. Local 9 members in Fire Prevention who act as a Fire Official will receive \$300.00 when in the acting capacity.
11. Add the opportunity to sell back Compensatory Time up to 122 hours a year. The contract will also be updated to reflect the amount of Comp Time a member can carry to the Fair Labor Standards Act (FLSA) maximum of 480 hours.
12. Amend Article VI Holidays to add Juneteenth to the Official City of Elizabeth Holiday Calendar to be observed the third Friday in June according to the Elizabeth City Council Resolution passed in June of 2021.

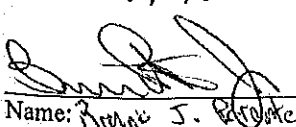
13. Memorialize the practice of automatically backfilling a Local 9 member when the member is out on Injured on Duty Leave.
14. Modify Insurance clause to include: The City hereby agrees to pay the premium or periodic charges for benefits provided to all eligible retired employees and their dependents covered under the program, but not including survivors, if such employees retired from a State or locally-administered retirement system effective after the date the employer adopted the State Health Benefits Program on a benefit based on twenty-five (25) years or more of service credited in such retirement system, excepting the employees who elected deferred retirement, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system, and also to reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefits Commission.
15. Enter into a Memorandum of Understanding (MOU) for an overtime bank, with a set dollar amount, to be drawn down upon as necessary. Local 9 and the Fire Administration will work together to develop a mutually acceptable document that satisfies manpower concerns.
15. This Memorandum of Agreement is subject to ratification of the members of the FMBA Local 9, and by the City, respectively, in accordance with their respective rules and procedures related thereto and in accordance with any relevant laws. This Memorandum of Agreement shall not be legally effective absent ratification.
16. The undersigned parties agree to recommend the terms and conditions contained in this Memorandum of Agreement to their respective constituencies for approval and ratification.
17. The City shall be responsible for preparing the successor collective negotiations agreement containing the modifications and amendments contained herein, subject to the review and approval of the parties' respective legal counsel or representatives.
18. The undersigned represent that they are authorized to enter into this Memorandum of Agreement on behalf of their respective constituencies subject to the terms and conditions herein.
19. The undersigned parties agree that neither shall disclose to the media the terms and conditions contained in this Memorandum of Agreement, and shall only disclose the fact that a tentative agreement has been reached between the parties, prior to their respective ratification of same.

FOR THE CITY:


Bridget S. Anderson

Date:

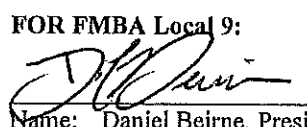
6/1/2023


Name: Brian J. Brown

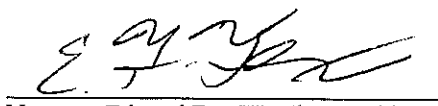
Date:

6/1/2023

FOR FMBA Local 9:


Name: Daniel Beirne, President

Date:


Name: Edward Fox III, Vice President

Date:

06/01/2023