# CONTRACT BETWEEN NORTHFIELD PROFESSIONAL FIRE FIGHTERS ASSOCIATION LOCAL UNION 2364

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AFL-CIO, CLC

AND

CITY OF NORTHFIELD, NEW JERSEY

1976

Atlantic

Institute of Manager and Labor & Superior

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RUTGERS UNIVERSITY

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#### AGREEMENT

#### PREAMBLE

THIS AGREEMENT, dated the day of .

1976, by and between the CITY OF NORTHFIELD, a municipal corporation of the State of New Jersey, hereinafter referred to as the "City", and the NORTHFIELD PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL UNION 2364, OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, CLC, hereinafter referred to as the "Union".

#### ARTICLE 1 - Purpose

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N. J. Rev. Stat. 34:13 A-5.1 et. seq.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the City and Fire Fighters; to provide for the resolution of grievances, all in order that the public service shall be expedited and effectuated in the best interests of the people of the City of Northfield and its Fire Fighters and the City.

## ARTICLE 2 - Recognition and Areas of Negotiations

Section 2.1 - The City hereby recognizes the Union as the sole and exclusive representative and bargaining agent for the bargaining unit, consisting of all the uniformed paid fire personnel within the City's Fire Department, excluding the Chief of the Department.

Section 2.2 - The City and the Union agree that the Union has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, a procedure for adjustment of disputes and grievances, and all other related matters.

## ARTICLE 3 - Grievance Procedure

Definition - A grievance is any dispute between the parties concerning the applications or interpretations of the Agreement, or any complaint by a Fire Fighter or the Union as to any action or non-action which may violate any right arising out of his or their condition of employment. The City shall not discipline a Fire Fighter without just cause.

Step 1 - All grievances by Fire Fighters and/or the Union and responses to same by the City shall be in writing. The Union shall appoint a grievance committee, hereinafter referred to as the "Committee", and the Committee shall receive, screen, and process all grievances within five (5) days of receipt. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the Union.

Step 2 - The Committee shall within five (5) days after screening submit grievances to the Northfield City Council Chairman of the Fire Committee, or the City's designee, for resolution or written response, with or without a meeting, within fifteen (15) days of receipt of the written grievance.

Step 3 - Arbitration - In the event the grievance is not resolved at the second step, either party may refer the matter for impartial arbitration. Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the City and the Union. and the Union cannot mutually arrive at a satisfactory arbitrator within ten (10) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence, and within the meaning of this Agreement and such rules and regulations as may be in effect by the Public Employment Relations Commission of the State of New Jersey which may be pertinent, and he shall render his award in writing which shall be final and The cost of the arbitrator's fee shall binding upon the parties. be shared by the City and the Union. Any steward or officers of the Union required in the grievance procedure to settle disputes and/or appear for any arbitration shall be released from work without loss of pay for such purpose, and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter as provided in this article.

Extensions - Time extensions may be mutually agreed in writing by and between the City and the Union.

## ARTICLE 4 - Employment Representation

The Union must notify the City as to the names of stewards and accredited representatives. Not more than one (1) steward and alternate is to be designated. Representatives of the Union who are not employees of the City shall be permitted to visit with employees during working hours at their work stations, provided such visits do not interfere with normal operations or work of the employee and only with the permission of the Officer on duty and in charge, for the purpose of discussing the Union's representation, administration and enforcement of this Agreement.

#### ARTICLE 5 - Non-discrimination

The City and the Union both agree that there shall be no discriminations by reason of sex, creed, race, or national origin, as far as employment is concerned or as far as any opportunities for improvement or jobs, or as a condition of employment. The City further agrees that it will not interfere with nor discriminate against employees because of membership in or activities on behalf of the Union, nor will the City encourage membership in any other association or union or do anything to interfere with the representation of the Union as the majority representative and the exclusive bargaining agent for all the uniformed paid Fire Fighters.

#### ARTICLE 6 - Bulletin Boards

The City shall allow the use of the Bulletin Boards located in the Fire Department by the Union for the posting of notices concerning Union information, business and activities.

## ARTICLE 7 - Management's Rights

Except as may be abridged by the terms of this Agreement, it is the right of the City to determine the standards of service to be offered by its agencies; determine the standards of selection of employment; direct its employees; take disciplinary action

for just cause; relieve employees from duty because of lack of work or any other legitimate reason; maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be safely conducted; determine the content of job classifications, schedule the hours of work, establish pay periods by ordinance; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The practical impact of the decisions on the above matters are subject to the Grievance Procedure. Nothing in this article shall alter or relieve the City of any of its obligations undertaken by this Agreement.

#### ARTICLE 8 - Holidays

All employees covered by this Agreement shall be entitled to twelve (12) paid holidays per year.

- 1. New Year's Day
- President's Day 3rd Mon. Feb. 7.
- 2. Good Friday
- 8. Memorial Day
- 3. Fourth of July
- 9. Labor Day
- 4. Columbus Day
- 10. General Election Day
- 5. Veteran's Day
- 11. Thanksgiving Day
- Christmas Day 6.
- 12. One Personal Day Employee's Option

It shall be calculated at eight (8) hours for each holiday for a total of ninety-six (96) hours per year for each employee.

ceive his time off before November 30th, he shall be paid for all hours accumulated at time and the paid no later than December 45th If, for some unforseen reason, each employee cannot receive his time off before November 30th, he shall be paid for all paid no later than December 15th.

#### ARTICLE 9 - Vacations

Section 9.1 - Vacation shall be allowed at the rate of one (1) day per month beginning with the first month after employment. employment is for a full calendar year, the employee will have

accumulated a full twelve (12) days of vacation at the end of the calendar year. If the employee starts employment after the first full month of the calendar year, he will accumulate only the number of days equal to the number of months worked.

of days equal to the number of months worked.

Section 9.2 - After the first calendar year, the employee shall be credited with a total of twelve (12) days per calendar year.

Section 9.3 - Days, for the purpose of this calculation, shall be defined as working days. One (1) ten hour day shift equals one (1) day. One (1) fourteen hour night shift equals one (1) day.

Section 9.4 - After completion of ten (10) years of service, fifteen (15) vacation days per year shall be allowed. After the completion of twenty (20) years of service, twenty (20) days per year

Section 9.5 - Vacation allowance must be taken during the calendar year, selection by the employee shall be made on the basis of seniority. Carry over of vacation may be allowed subject to the past practice of the City, as provided in the City Ordinance.

Section 9.6 - No employee with twelve (12) vacation days may take more than twenty (20) calendar days off in succession.

shall be allowed.

No employee with fifteen (15) vacation days may take more than twenty-seven (27) calendar days off in succession.

No employee with twenty (20) vacation days may take more than thirty-six (36) calendar days off in succession.

ARTICLE 10 - Sick Leave, Funeral Leave and Union Business Leave

Section 10.1 - Sick leave is hereby defined to mean an employee absence from a regular tour of duty because of illness, accident, exposure to a contagious disease, other than job related, attendance upon a member of the employee's immediate family who is seriously ill and requiring the care or attendance of the employee. A certificate of a physician in attendance of such employee or member of his family may be required as sufficient proof of the need of granting sick leave or leaves. In the case of an illness of a chronic or recurring nature causing an employee's periodic

or repeated absence from duty for one (1) day or less, only one medical certificate shall be required for every six (6) month period as sufficient proof of the need of using sick leave. case of use of sick leave due to a contagious disease, a certificate from the Department of Health shall be required. Section 10.2 - Sick leave may be accumulated, twelve (12) days for the first year, from then on, one and one-half (11/2) days per month - fifteen (15) days per year, with no limit to days accumu-If any employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such allowable sick leave not taken shall accumulate to his or her credit from year to year. The City shall not require any of its Fire Fighters who may be disabled either through injury or illness as a result of, or arising from his respective employment, to utilize the sick leave accumulated under this section during such disability. Section 10.3 - Employees covered by the terms of this Agreement shall be compensated in cash upon legal retirement from the Fire Department up to fifty (50) days for unused sick leave at their regular rate of pay as of the time of retirement. Section 10.4 - Funeral leaves - A special leave of absence with pay up to a maximum of three (3) days shall be granted to any member of the Department in case of death within his immediate family. The term "Immediate Family" shall include father, mother, fatherin-law, mother-in-law, grandparents, sister, brother, spouse, child and foster child of an employee, and relatives residing within his household. The special leave period shall commence immediately following the death of such person, and is for the sole purpose of arranging and attending funeral services; such special leave may be extended with or without pay at the discre-The above shall not tion of the Chairman of the Fire Committee. constitute sick leave and shall not be deducted from annual sick

leave.

Section 10.5 - Leave for State Association Meetings - The executive delegate and the President of the Union shall be granted leave from duty with full pay for all meetings of the Union's State Association when such meetings take place at a time when such union officers are scheduled to be on duty, provided the delegates give five (5) days notice to the Northfield Fire Commissioner to secure another Fire Fighter to work in his place.

#### ARTICLE 11 - Salaries, Longevity and Overtime

Section 11.1 - Salaries for all employees covered by this Agreement as of January 1, 1976 shall be as follows:

## Base Salary - Per Annum

Fire Captain	\$13,375.00
Fire Lieutenant	12,840.00
Senior Pump Operator	12,305.00
Fire Fighter - After 3 years	11,770.00
Fire Fighter - After 2 years	11,235.00
Fire Fighter - After 1 year	10,700.00
Fire Fighter - After 6 months	9,550.00
Fire Fighter - Probationary	9,000.00

Section 11.2 - Educational Incentive - All fire related courses that are approved by the Fire Commissioner and satisfactorily completed at an accredited 2 or 4 year College, by an employee covered by this Agreement, shall be compensated as follows, payable upon receipt of a certified transcript of credits earned at the close of the college spring semester, as follows:

\$5.00 per credit per year for the first 15 credits.

\$150.00 for 30 credits and over to 64 credits per year.

\$640.00 per year for an Associate of Science Degree.

\$1,000.00 per year for a Baccalaureate of Science Degree.

A cut-off date for college credits will be September 1st of that year for pay purposes.

The employee shall receive his college education incentive pay on the last pay day in November.

If any employee does not further his education by working toward a degree within two (2) years of his past college course, he will forfeit his incentive pay.

Section 11.3 - Longevity Pay - Each member of the department listed in Section 11.1 shall be paid according to the following schedule, together with their annual salary. The period of eligibility for length of service for longevity pay shall be determined as of the anniversary date of their employment. Said longevity pay shall be payable annually the first payday in December, except upon termination of employment. Longevity then will be paid on a pro-rated basis for number of months of employment from January 1st to date of termination.

2	_	5	years	inclusive		\$75.00
6	-	9	years	inclusive		2.5%
10	-	13	years	inclusive	<u> </u>	3.5%
14		17	years	inclusive		4%
18	*	21	years	inclusive		5%
21	yea	ars	and o	ver		6%

All longevity shall be payable in the last pay period in November. It will be paid on a pro-rated basis on anniversary date.

Section 11.4 - Overtime - Overtime is defined as those hours worked by an employee of the Fire Department, other than those hours of duty regularly scheduled and normally worked. Overtime pay shall be computed on the base annual salary divided by 2080 hours to establish the basic hourly rate. All overtime hours worked shall be compensated at the rate of one and one-half (1½) times the basic hourly rate, and that overtime pay shall be paid to the employee along with the regular pay, the payday following the end of a seven (3) week work cycle. The seven (3) week work cycle must be presented to the Fire Commissioner for his approval.

## ARTICLE 12 - Clothing Allowance

Each member of the bargaining unit shall be credited with a clothing allowance of one hundred and fifty (\$150.00) dollars,

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out of Contract

which amount shall be credited on January 1, 1976. This clothing allowance is for the cleaning, maintenance and purchase of same, and shall be paid to the employee upon presentation and approval of a receipted voucher for any items listed below:

White Long Sleeve Shirts
Blue Long Sleeve Shirts
Blue Short Sleeve Shirts
White Short Sleeve Shirts
Blue Trousers
Dress Jacket

Dress Trousers Dress Cap Black Tie Knitted Cap Black Sweater Arm Patches Badge, Hat Badge, Breast Name Plate

Pin (Capt. Lieut., etc.)
Black Shoes
Work Jacket

This section is not to be construed in such a way so as to relieve the City from its obligation to continue to furnish Fire Fighters with appropriate uniforms, turnout gear and equipment to replace such uniforms, gear and equipment when damaged in the line of duty.

#### ARTICLE 13 - Hospitalization Insurance

The City agrees to family medical coverage to include benefits equal to usual and customary coverage of Blue Cross and Blue Shield with Rider "J".

#### ARTICLE 14 - Vacancies and Promotions

The City agrees that when a permanent vacancy occurs in any position it shall be filled or abolished, within a reasonable time, upon official severance of the vacating Department member from the Fire Department. Filling of all vacancies and/or subsequent promotions shall be in accordance with the rules and regulations set forth by the Civil Service Commission for the State of New Jersey or its equivalent.

#### ARTICLE 15 - Prevailing Rights

All rights, privileges and working conditions enjoyed by the employees at the present time, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement, unless changed by mutual consent in writing.

#### ARTICLE 16 - Savings Clause

If any provision of this Agreement, or the application of a provision, should be rendered or declared invalid by any Court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

#### ARTICLE 17 - Payroll Deduction of Dues

The City agrees to deduct, once each month, from the last pay of each month, dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Union from the pay of those employees who individually requested in writing that such deductions be made. The total mount of deductions shall be remitted, each month, by the City to the Treasurer of the Union. This authorization shall remain in full force and effect during the term of this Agreement.

#### ARTICLE 18 - Shift Exchange

Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department, and with the approval of the Department head.

#### ARTICLE 19 - Working Out of Classification

Any person covered by this Agreement who is required in writing by the Department Head to accept the responsibilities and carry out the duties of a position or rank above that which he normally holds, shall be paid at the rate for that position or rank while so acting.

#### ARTICLE 20 - Mandatory Roll Call

- A. The City agrees that in order to protect the health and safety of the employees, the number of men on duty for responses with apparatus shall be a minimum of: two (2) employees on day shift, and two (2) employees on the night shift.
- B. If an employee is called back to work to maintain the mandatory roll call at two (2) men because of sickness or injury, only such employee shall be paid at the rate of straight time.

## ARTICLE 21 - Hours of Work and Work Schedule

A. During the term of this Agreement, the average normal working week for all employees covered by this Agreement will be forty-two (42) hours per week.

B. Two (2) days of duty, ten (10) hours each day, (8 A.M. - 6 P.M.) immediately followed by two (2) night tours of duty, fourteen (14) hours each night (6 P.M. - 8 A.M.), immediately followed by four (4) consecutive days off.

The above hours and schedule will start no later than October 31, 1976.

#### ARTICLE 22 - Duration of Agreement

Section 22.1 - This Agreement shall be effective as of this 1st day of January, 1976, and shall remain in full force and effect until the 31st day of December, 1976. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other, in writing, 120 days prior to the anniversary date, that it desires to modify or amend this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following section .

Section 22.2 - In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding section.

IN WITNESS WHEREOF, This Agreement has been signed on behalf of the City of Northfield by the Mayor, attest by the City

Clerk, and on behalf of the Northfield Professional Fire Fighters Association by its proper officers, the day and year first above written, with CHANGES AS NOTED IN ARTICLE 8, 11.4

AND 11.3

CITY OF NORTHFIELD

ATTEST:

NICHOLAS KUCHOVA, Mayor

WILLIAM R. CASTO, City Clerk

NORTHFIELD PROFESSIONAL FIRE FIGHTERS ASSOCIATION

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City Councilmen of the City of Northfield hereby individually certify that they have read, understood and agree to the terms of the Contract hereinabove set forth. with change in article Cight, 11.3 and 11.4

	MAYOR
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## CONTRACT PROPOSAL

BETWEEN

## NORTHFIELD PROFESSIONAL FIRE FIGHTERS ASSOCIATION

LOCAL UNION 2364

OF THE

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AFL-CIO, CLC

AND

THE CITY

OF

NORTHFIELD, NEW JERSEY

1975

Atlantic County

LIBRARY Institute of Management and Labor Relations

NOV 1 - 1976

RUTGERS UNIVERSITY

#### AGREEMENT

## PREAMBLE

This agreement dated the \_\_\_\_\_day of \_\_\_\_\_\_l975, by and between the City of Northfield, a municipal corporation of the State of New Jersey, hereinafter referred to as the CITY, and the Northfield Professional Fire Fighters Association, Local Union 2364, of the International Association of Fire Fighters, AFL-CIO, CLC, hereinafter referred to as the UNION.

## ARTICLE 1 - Purpose

This agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J. Rev. Stat. 34:13 A-5.1 et. seq.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the City and Fire Fighters; to provide for the resolution of grievances, all in order that the public service shall be expedited and effectuated in the best interests of the people of the City of Northfield and it's Fire Fighters and the City.

## ARTICLE 2 - Recognition and Areas of Negotiations

Section 2.1 - The City hereby recognizes the union as the sole and exclusive representative and bargaining agent for the bargaining unit, consisting of all the uniformed paid fire personnel within the City's Fire Department. Excluding the Chief of the Department.

Section 2.2 - The City and the Union agree that the Union has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, a procedure for adjustment of disputes and grievances, and all other related matters.

#### ARTICLE 3 - Grievance Procedure

Definition - A grievance is any dispute between the parties concerning the applications or interpretations of this agreement or any complaint by a Fire Fighter or the Union as to any action or non-action which may violate any right arising out of his or their condition of employment. The City shall not discipline and Fire Fighter without just cause.

Step 1 - All grievances by Fire Fighters and or the Union and responses to same by the City shall be in writing. The Union shall appoint a grievance committee hereinafter referred to as the COLMITTEE, and the committee shall receive, screen, and process all grievances within five days of receipt. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the Union.

Step 2 - The committee shall within five days after screening submit grievances to the Northfield City Chairman of the Fire Committee or the city's designee, for resolution and written response, with or without a meeting, within 15 days of receipt of the written grievance.

Step 3 - Arbitration - In the event the grievance is not

resolved at the second step, either party may refer the matter for impartial arbitration. Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the City and the Union. If the City and the Union cannot mutually arrive at a satisfactory arbitrator within ten (10) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this agreement and such rules and regulations as may be in effect by the Public Employment Relations Commission of the State of New Jersey which may be pertinent, and he shall render his award in writing which shall be final and binding upon the parties. The cost of the arbitrator's fee shall be shared by the City and the Union. Any steward or officers of the Union required in the Grievance procedure to settle disputes and or appear for any arbitration a shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without lows of pay for the purpose of disposing of any grievance or arbitration matter as provided in this article.

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ARTICLE 6 - BULLETIN BOARDS

The City shall allow the use of the Bulletin Boards located in the Fire Department, by the Union for the posting of notices concerning Union information, business and activities.

#### ARTICLE 7 - MANAGEMENT'S RIGHTS

Except as may be abridged by the terms of this agreement

it is the right of the City to determine the standards of service to be offered by it's agencies; determine the standards of selection of employment; direct it's employees; take disciplinary action, for just cause; releive employees from duty because of lack of work or any other legitimate reason; maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be safely conducted; determine the content of job classifications, schedule the hours of work, establish pay periods by ordinance; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The practical impact of the decisions on the above matters are subject to the Grievance Procedure. Nothing in this article shall alter or relieve the City of any of its obligations undertaken by this agreement.

#### ARTICLE 8 - Holidays

The City agrees to the following holidays which shall be granted as time off with pay to all members of the bargaining unit:

1. New Year's Day

2. Presidents Day-3rd Monday-February

3. Good Friday

4. Memorial Day

5. Fourth of July

6. Labor Day

7. Columbus Day

8. General Election Day

9. Veterans Day

10. Thanksgiving Day

11. Christmas Day

12. One Personal Day-Employees option

Legal holidays, as described above, that fall on a Sunday shall be observed on the following day.

When an employee, covered by the terms of this agreement, is required on any holidays, as described herein, he shall be entitled to compensatory time off or pay at the rate of straight time plus one-half, of the basic hourly rate for all hours worked, at the discretion of each employee working on one of the above holidays; except that no employee shall be paid for more than four (4) holidays worked during the term of this agreement. Each holiday worked shall constitute only eight (8) hours of pay or twenty-four (24) hours of compensatory time.

#### ARTICLE 9 - Vacations

Section 9.1-Vacation shall be allowed at the rate of one (1) day per month beginning with the first month after employment. If employment is for a full calendar year, the employee will have accumulated a full twelve (12) days of vacation at the end of the calendar year. If the employee starts employment after the first full month of the calendar year, only the number of days equal to the number of months worked.

Section 9.2-After the first calendar year, the employee shall be credited with a total of twelve (12) days per calendar year.

Section 9.3-Days, for the purpose of this calculation, shall be defined as working days.

Section 9.4-After completion of ten (10) years of service, fifteen (15) vacation days per year shall be allowed. After the completion of twenty (20) years of service, twenty (20) days per year shall be allowed.

Section 9.5-Vacation allowance must be taken during the calendar year, selection by the employee shall be made on the basis of seniority. Carry over of vacation may be allowed subject to the past practice of the City

as provided in City Ordinance.

# ARTICLE 10 - Sick Leave, Funeral Leave and Union Business Leave.

Section 10.1-Sick Leave is hereby defined to mean an employee absence from a regular tour of duty because of illness, accident, exposure to a contagious disease, other than job related; attendance upon a member of the employee's immediate family who is seriously ill and requiring the care or attendance of the employee. A certificate of a physician in attendance of such employee or member of his family, may be required as sufficient proof of the need of granting sick leave or leaves. In the case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one (1) day or less, only one medical certificate shall be required for every six (6) month period as a sufficient proof of the need of using sick leave. In case of a use of sick leave due to a contagious disease, a certificate from the Department of Health shall be required.

Section 10.2-Every employee covered by the terms of this agreement shall, in addition to his or her paid vacation, be ganted sick leave, as defined in section 10.1, to be accumulated at the rate of ten (10) hours per month, for every month of service during the remainder of the first calendar year of service following appointment, and one hundred and twenty (120) hours in every calendar year thereafter. If any employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such allowable sick leave not taken shall accumulate to his or her credit from year to year. The City shall not require any of its fire fighters who may be disabled either through injury or illness as a result of, or arising from his respective employment, to utilize the sick leave accumulated under this section during such disability. The maximum amount of accruable number of sick days shall be two-hundred-twenty-five (225).

Section 10.3-Employee covered by the terms of this agreement shall be compensated in cash at their regular rate of pay, for any unused accumulated sick leave, when they are permanently separated from the fire service; separation shall mean resignation, death, retirement or discharge.

Section 10.4-Funeral leaves-A special leave of absence with pay up to a maximum of three (3) days shall be granted to any member of the Department in case of death within his immediate family. The term "Immediate Family" shall include father, mother, father-in-law, mother-in-law, grandparents, sister, brother, spouse, child and foster child of an employee and relatives residing in his household. The special leave period shall commence immediately following the death of such perions and is for the sole purpose of arranging and attending funeral services; such special leave may be extended with or without pay at the discretion of the Chairman of the Fire Committee.

the above shall not constitute sick leave and shall not be deducted from annual sick leave.

Section 10.5-Leave for State Association Meetings-The executive delegate and the President of the Union shall be granted leave from duty with full pay for all meetings of the Union's State Association when such meetings take palce at a time when such union officers are scheduled to be on duty, provided the delegates give five (5) days notice to the Northfield Fire Commissioner to secure another Fire Fighter to work in his place.

## ARTICLE 11 - Salary, Longevity and Overtime

Section 11.1-Base Salary-Per annum

Captain	12,650.00
Lieutenant	12,100.00
Senior Pump Operator	11,550.00
Fire Fighter - After 3 years	11,000.00
Fire Fighter - After 2 years	10,450.00
Fire Fighter - After 1 year	9,900.00
Fire Fighter - After 6 months	9,350.00
Fire Fighter - Probationary Period	8,800.00

Section 11.2-Educational Incentive-All fire related courses that are approved by the Fire Commissioner and satisfactorily completed at an accredited 2 or 4 year college, by an employee covered by this agreement, shall be compensated as follows, payable upon receipt of a certified transcript of credits earned at the close of the college spring semester, as follows:

15	credit	hours		75.00
30	credit	hours		200.00
64	credit	hours	(Associate Degree)	350.00
120	credit	hours	(B.A. or B.S.)	500 <b>.00</b>

Section 11.3-Longevity Pay-Each member of the department listed in section 11.1 shall be paid according to the following schedule, together with their annual salary. The period of eligibility for length of service for longevity pay shall be determined as of the anniversary date of their employment. Said longevity pay shall be payable annually during the month of December, except upon termination of employment. Longevity then will be paid on a pro-rated basis for number of months of employment from January 1 to date of termination.

From 1	too 5 years	inclusive	75.00 per annum
6	to 10 years	inclusive	2% per annum
11	to 15 years	inclusive	3% per annum
116	to 20 years	inclusive	4% per annum
21	and over		5% per annum

Section 11.4-Overtime-Overtime is defined as those hours worked by an employee of the Fire Department, other than those hours of duty regularly scheduled and normally worked. Overtime pay shall be computed on the base annual salary divided by 2080 hours to establish the basic hourly rate. All overtime hours worked shall be compensated at the rate of one and one half (1½) times the basic hourly rate, and furthermore that overtime pay shall be paid to the employee along with the regular pay the pay day immediately following the end of a seven (7) week work cycle. The seven (7) week work cycle must be presented to the Fire Commissioner for his approval.

#### ARTICLE 12 - CLOTHING ALLOWANCE

Each member of the bargaining unit shall be credited with a clothing allowance of One Hundred and Fifty (\$150.00) dollars, which amount shall be credited on January 1, 1975. This clothing allowance is for the cleaning, maintenance and purchase of same, and shall be paid to the employee upon presentation and approval of a receipted voucher for any items listed in appendix "A"

This section is not to be construed in such a way so as to releive the City from its obligation to continue to furnish Fire Fighters with appropriate uniforms, turnout gear and equipment to replace such uniforms, gear and equipment when damaged in the line of duty.

#### ARTICLE 13 - HOSPITALIZATION INSURANCE

The City agrees to family medical coverage to include bebefits equal to usual and customary coverage of Blue Cross and Blue Shield with Rider "J".

#### ARTICLE 14 - VACAUCIES AND PROMOTIONS

The City agrees that when a permanent vacancy occurs in any position it shall be filled or abolished, within a reasonable time, upon official severance of the vacating Department member from the Fire Department. Filling of all vacancies and or subsequent promotions shall be in accordance with the rules and regulations set forth by the Civil Service Commission for the State of New Jersey or its equivalence.

## ARTICLE 15 - PREVAILING RIGHTS

All rights, privileges and working conditions enjoyed by the employees at the present time, which are not included in this agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement unless changed by mutual consent, in writing.

## ARTICLE 16 - SAVINGS CLAUSE

If any provision of this agreement, of the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently-enacted legislation, the remaining parts or portions of this agreement shall

remain in full force and effect.

ARTICLE 17 - PAYROLL DEDUCTION OF DUES

The City agrees to deduct, once each month, from the last pay of each month, dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Union from the pay of those employees who individually requested in writing that such deductions be made. The total amount of deductions shall be remitted, each month, by the City to the Treasurer of the Union. This authorization shall remain in full force and effect during the term of this agreement.

#### ARTICLE 18 - SHIFT EXCHANGE

Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department and with the approval of the Department head.

#### ARTICLE 19 - WORKING OUT OF CLASSIFICATION

Any person covered by this agreement who is required in writing by the Department Head to accept the responsibilities and carry out the duties of a position or rank above that which he normally holds, shall be paid at the rate for that position or rank while so acting. It is further agreed that employees shall not be paid acting pay for the first three (3) days of this temporary appointment.

#### ARTICLE 20 - MANDATORY ROLL CALL

The City agrees, that in order to protect the health and safety of the employees; the number of men on duty for responses with apparatus shall be a minimum of; three (3) employees on day shift and two (2) employees on the night shift.

ARTICLE 21 - DURATION OF AGREEMENT

Section 21.1-This agreement shall be effective as of this lst day of January 1975, and shall remain in full force and effect until the 31st day of December 1975. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing 120 days prior to the anniversary date, that it desires to modify or ammend this agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date; this agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following section.

Section 21.2-In the event that either party desires to terminate this agreement, written notice must be give to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the proceeding section.

IN WITNESS WHEREOF, the parties hereto have set their hands

this the 17 day of June	1975.
For the Union:	For the City:
Idest Symmeter	Daniel Hilley our Com.
Worm- for flow	