

INDEX

		<u>Page Number</u>
ARTICLE I	RECOGNITION AND AREA OF NEGOTIATION	1
	Recognition	1
	Areas of Negotiation	1
ARTICLE II	F.M.B.A. GOOD AND WELFARE COMMITTEE - ITS RIGHTS AND DUTIES	2
ARTICLE III	ACTING OFFICERS	3
ARTICLE IV	HOURS OF WORK	4
	Overtime	4-5-6
ARTICLE V	VACATION	6-7
ARTICLE VI	HOLIDAYS	7-8
ARTICLE VII	LEAVES	
	Sick Leave	8-9
	Leave of Absence as a Result of Injury in Line of Duty	9
	Leave because of Death in Immediate Family	9-10
	Military Leave	10
	Leave of Absence	10
ARTICLE VIII	WAGES	11
	Salary	11
	Pay Scale	11
	Salary Increments	12
ARTICLE IX	LONGEVITY	12-13
ARTICLE X	GRIEVANCE PROCEDURE	13-14
ARTICLE XI	MISCELLANEOUS	15
	Clothing Allowance	15
	Emergency Meals	15
	Outside Employment	16
	In case of Death of an Active Fireman	16
	Duties	16
	Immunization	16
	Fire Science Program	16
	F.M.B.A. Dues Deduction	17
ARTICLE XII	INSURANCE	17
	Health Insurance	17
	Life Insurance	17
	Workmen's Compensation Insurance	17
	Automobile Liability Insurance	18
ARTICLE XIII	F.M.B.A. ACTIVITY PROTECTED	18
ARTICLE XIV	PRIOR PRACTICES	18-19
ARTICLE XV	DURATION	19
	ADDENDUM TO AGREEMENT	20

LIBRARY
Institute of Management and
Labor Relations

RUTGERS UNIVERSITY

AGREEMENT

BETWEEN THE CITY OF LINDEN AND FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION - LOCAL NO. 34

PREAMBLE

This agreement, effective the first day of January 1980, and until December 31, 1981, between the City of Linden, New Jersey, hereafter referred to as the City, and local #34, Firemen's Mutual Benevolent Association, hereafter referred to as the F.M.B.A. is designed to maintain and promote a harmonious relationship between the City of Linden and such of its employees who are within the provisions of this agreement, through collective negotiations, in order that more efficient and progressive public service may be rendered.

ARTICLE 1

RECOGNITION AND AREA OF NEGOTIATION

Section 1 - Recognition

The City hereby recognizes the F.M.B.A. as the exclusive representative and bargaining agent for the bargaining unit consisting of all uniformed fire personnel and the Bureau of Alarms Fire Signal System Superintendent, and Assistant Fire Signal System Superintendent within the Linden Fire Department.

Section 2 - Areas of Negotiation

The City, through the Mayor and Council, and the F.M.B.A. hereby agree that the F.M.B.A. has the right to negotiate as to rates of pay, hours of work, as allowed by law, fringe benefits, working conditions, safety of equipment, procedures for adjustments of disputes and grievances. This contract shall supercede all previous Department rules and regulations that are in conflict with the provisions contained herein.

ARTICLE 11

F.M.B.A. GOOD AND WELFARE COMMITTEE - ITS RIGHTS AND DUTIES

Section 1

Members of the F.M.B.A. Good and Welfare Committee are designated as the F.M.B.A. Negotiating Committee. These members, seven (7) in number, shall be granted leave from duty with full pay for all meetings between the City and the F.M.B.A. 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

The F.M.B.A. Grievance Committee, seven (7) in number, shall be granted leave with full pay for all meetings between the City and the F.M.B.A. for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 3

The executive Delegate or the Alternate State Delegate of the F.M.B.A. shall be granted leave from duty with full pay for all meetings of the State F.M.B.A. and Regional F.M.B.A. meetings and all membership meetings of the State F.M.B.A. when such meetings take place at a time when such officer is scheduled to be on duty. The Alternate State Delegate will replace the State Delegate in case of personal sickness or death in the family.

Section 4

The President and Executive Delegate or the Alternate Executive Delegate of the F.M.B.A. shall be granted leave from duty with full pay to perform the duties of their respective offices.

Section 5

The President, Executive Delegate and all Delegates elected to represent the F.M.B.A. at their annual Convention shall be granted leave from duty with full pay to attend said Convention.

ARTICLE 111
ACTING OFFICERS

Section 1

a. In the event a Captain or Firefighter serves in an acting capacity initially for 14 working days, which number of days shall be cumulative, he shall receive the salary authorized for said rank for each day thereafter he serves in such acting capacity.

b. The Officer-in-charge of each group on each tour shall keep a roster of employees on the basis of seniority. This shall be a rotating list of all first class firefighters. All acting assignments in the classification of Captain shall be offered on such list, provided such employees are qualified for such assignments in the judgment of the Chief.

c. In the event of a vacancy in the rank of Chief, a Deputy Chief will be advanced to the position of Chief at no added compensation.

In the event of a vacancy in the rank of Deputy Chief, or Captain, a qualified Captain or Firefighter First Class in the judgment of the Chief shall be elevated to fill the respective vacancy.

Payment for work performed at a higher rank shall be at the base hourly rate of that particular rank provided the employee qualifies for such payment.

d. In the event a vacancy exists within the Department because of termination of employment, including resignation, retirement, or death, the City agrees to fill such vacancy as quickly as possible.

ARTICLE IV

Section 1 - Hours of Work

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

b. Permission to be relieved one hour earlier prior to completion of each tour may be granted upon notification to the Captain in charge. Permission may also be granted to be relieved two hours earlier on all holidays. It is understood that anyone relieving at an earlier hour will not be entitled to additional compensation of any kind.

Any firefighter that has reported for duty, if ordered by an Officer to report to a Firehouse other than the Firehouse he is normally assigned to, shall be considered on duty from the time of the order.

Section 2 - Overtime

a. Whenever an employee works in excess of his regularly assigned work week or work schedule, as provided for in Section 1 of Article IV, in addition to any other benefits to which he may be entitled, he shall be paid for such overtime work at one and one half ($1\frac{1}{2}$) times his hourly rate of pay including any earned longevity pay for such assigned duty. An employee may in lieu of overtime payment, choose compensatory time-off provided he shall notify the Chief of the Department within five (5) days, and if in the opinion of the Chief, such time-off would not adversely effect the operation of the Fire Department.

b. Whenever an employee is held over beyond his regular tour of duty, he shall be paid at one and one half ($1\frac{1}{2}$) times his hourly rate of pay including any earned longevity pay to the next one half ($\frac{1}{2}$) hour time period.

ARTICLE IV Continued

Section 2

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

d. In the event the number of working Captains reporting to a given tour of duty is fewer than six (6) but no less than four (4), a Firefighter on said given tour shall fill the vacancy or vacancies one (1) or two (2) on an acting Captain basis; provided the remaining number of working Firefighters on said tour of duty is no less than thirteen (13).

In the event the number of working Captains reporting to a given tour of duty is fewer than four (4), or fewer than six (6) and the elevation of a Firefighter to acting Captain would cause the remaining number of working Firefighters on said tour of duty to be less than thirteen (13), a Captain shall fill such vacancy or vacancies through regular recall procedure.

e. If the number of Firefighters reporting to a given tour of duty is fewer than thirteen (13), a Firefighter shall fill the vacancy through regular recall procedure.

f. If either or both Fire Alarm Bureau Dispatchers fail to report to a given tour of duty and the number of working Firefighters on said given tour of duty is more than thirteen (13), a Firefighter shall fill either or both vacancies. If either or both Fire Alarm Bureau Dispatchers fails to report to a given tour of duty and the assignment of a Firefighter to the Alarm Bureau would cause the remaining number of working Firefighters to be less than thirteen (13), a Fire Alarm Bureau Dispatcher shall fill either or both vacancies through regular recall procedure.

ARTICLE VI Continued

c. All Firefighters shall receive annually twelve (12) hours base rate of pay in lieu of time off for each of four (4) additional holidays; two (2) holidays payable prior to July 1st and two (2) holidays payable prior to December 31st of each year.

d. Qualifications for payment in lieu of said four (4) additional holidays shall be active employment for a minimum of two (2) months of each three (3) month period (January through March, April through June, July through September and October through December) in each year.

ARTICLE VII

Section 1 - Sick Leave

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

b. A certificate from the employee's doctor or department physician shall be required as sufficient proof of the need for sick leave after one (1) working day. A Firefighter may return to work after an illness of one (1) working day without said doctor's certificate but shall be required to sign the duty roster to attest to the fact that he is physically able to perform his assigned duties. In no event shall a Firefighter be allowed to return to work without said doctor's certificate if he has reported off because of illness for a period of two (2) or more working days.

c. All members of the Fire Department are entitled to fifteen (15) working days of sick leave per year cumulatively. IN THE CASE WHERE cumulative sick leave has been exhausted, the City Council may, upon receiving request for extended sick leave from the office of the Chief, grant additional sick leave of one calendar year or less, as may be required, in accordance with N.J.S.A. 40:11-9. The determination for the amount of additional leave to be granted shall be based solely on medical reports received by the City Council. The request for additional sick leave, as set forth herein, shall be made in ninety (90) day intervals during the first calendar year when such leave is applicable.

ARTICLE VII Continued

d. Accumulated sick leave of no more than four (4) days may be used by a Firefighter to personally attend a member of his immediate family, who due to disabling illness or injury, pregnancy or quarantine restrictions requires such personal attendance. The Chief of the Department may, at his discretion, grant a Firefighter more than four (4) days accumulated sick leave for the purpose heretofore mentioned, upon request and presentation of just and valid reasons in the opinion of the Chief. A Firefighter off on personal days shall not be visited by the Deputy Chief for departmental business reasons.

After two (2) consecutive work days off, evidence of need for an employee's personal attendance shall be provided in the form of a Doctor's certificate.

For the purpose of this paragraph immediate family shall mean spouse, unwed child, parent or unmarried brother or sister living under the same roof.

e. Each member or his heirs, executors or administrators shall be granted one (1) day of base pay for each three (3) days of unused sick leave upon retirement from the department or death. Such sick leave payment shall be in one lump sum payment, but in no case shall exceed a total of Eight Thousand Dollars (\$8,000.00) through December 31, 1980 and Eight Thousand Five Hundred (\$8,500.00) thereafter.

Section 2 - Leave of Absence as a Result of Injury in Line of Duty

a. When a Fireman is injured in the line of duty, the City Council shall pursuant to R.S. 40:11-9, pass a resolution giving the employee up to one year's leave of absence with pay; said leave shall be granted in units of thirty (30) days at one time. When such action is taken, the employee shall not be charged any sick leave for time lost to such injury.

Section 3 - Leave because of Death in Immediate Family

Leave with pay shall be granted to an employee in the event of death in his immediate family. The leave shall terminate the day following the funeral. The term immediate family for the purpose of this subsection shall include:

a. The employee's spouse, child, parent, brother or sister.

ARTICLE VII Continued

Section 3

- b. The child, parent, brother or sister of his spouse.
- c. A relative living under the same roof.

In the event of death of an aunt, uncle, or grandparents of a Fireman, he shall be given one day off with pay, that is the day of the funeral.

Section 4 - Military Leave

a. Any employee who is a member of the National Guard, Naval Militia, Air National Guard or a reserve component of any of the Armed Forces of the United States and is required to engage in field training, shall be granted leave for such training as is authorized by law. This paid leave of absence shall be in addition to his vacation.

b. Any Fireman who has been called to active duty or inducted into the military or naval forces of the United States, shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and the City shall make pension payments required during said leave. Each employee must be reinstated without loss of privileges or seniority provided he reports for duty with the City within sixty (60) days following his honorable discharge or separation from military service, and provided he has notified the City of his intent to report for duty thirty (30) days prior to his discharge from military service.

Section 5 - Leave of Absence

Leave of absence shall not be granted unless written request is made to the City Council by way of the Fire Chief's recommendation explaining the circumstances for the request, and shall not be granted unless the special circumstances warrant such action.

ARTICLE VIII

WAGES

Section 1 - Salary

a. Salary for the purpose of this agreement shall be the highest salary that a fireman or officer is duly and properly authorized to receive at the beginning of each calendar year.

b. Salaries of all employees of the Fire Department are set forth in Schedule A and made a part hereof and shall be retroactive as of January 1, 1980.

<u>Titles of Positions</u>	<u>Effective January 1, 1980</u>	<u>Effective July 1, 1980</u>	<u>Effective January 1, 1981</u>	<u>Effective July 1, 1981</u>
Deputy Fire Chief	\$26,324.00	\$27,377.00	\$28,472.00	\$29,611.00
Fire Captain	23,011.00	23,931.00	24,888.00	25,884.00
Fire Lieutenant	19,999.00	20,799.00	21,631.00	22,496.00
Fire Fighter Class A	18,511.00	19,251.00	20,021.00	20,822.00
Fire Fighter Class B	17,899.00	18,615.00	19,360.00	20,134.00
Fire Fighter Class C	17,287.00	17,978.00	18,697.00	19,445.00
Fire Fighter Class D	16,675.00	17,342.00	18,036.00	18,757.00
Fire Fighter Class E	13,815.00	14,368.00	14,943.00	15,541.00
Fire Signal System Supt., Class A	25,999.00	27,039.00	28,121.00	29,246.00
Fire Signal System Supt., Class B	23,233.00	24,162.00	25,128.00	26,133.00
Fire Signal System Supt., Class C	22,548.00	23,450.00	24,388.00	25,364.00
Fire Signal System Supt., Class D	21,863.00	22,738.00	23,648.00	24,594.00
Fire Signal System Supt., Class E	21,181.00	22,028.00	22,909.00	23,825.00
Ass't. Fire Signal System Supt., Class A	21,372.00	22,227.00	23,116.00	24,041.00
Ass't. Fire Signal System Supt., Class B	19,006.00	19,766.00	20,557.00	21,379.00
Ass't. Fire Signal System Supt., Class C	18,366.00	19,101.00	19,865.00	20,660.00
Ass't. Fire Signal System Supt., Class D	17,729.00	18,438.00	19,176.00	19,943.00
Ass't. Fire Signal System Supt., Class E	17,091.00	17,775.00	18,486.00	19,225.00

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

ARTICLE VIII Continued

d. All increments for employees entitled thereto between the period of January 1st and June 30th shall commence on the preceding January 1st. Increments for employees entitled thereto for the period July 1st to December 31st shall commence on the preceding July 1st.

Section 2 - Salary Increments

Any person employed in the capacity or the rank of Firefighter in the regular Fire Department or who shall receive appointment after final adoption of this Agreement shall be paid during the first year of such employment at the minimum of the salary range provided for his respective position as set forth in this Agreement. After having completed the first year of creditable salary service, he shall receive a salary increment, and each year thereafter, until he shall obtain the maximum salary for that position as set forth in the salary schedule contained herein.

ARTICLE IX

LONGEVITY

Section 1

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

b. Each classified employee who shall have completed more than five (5) years but less than ten (10) years of consecutive service shall be entitled to a longevity payment of 2% of his salary.

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

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

The longevity shall be calculated based on the salary as of December 31st of the preceding year.

ARTICLE IX Continued

d. There shall be a twelve hundred dollar (\$1200.00) annual maximum on the amount of Longevity pay received. Leaves of absence at request of Employee shall not be included in determining length of Service.

ARTICLE X

GRIEVANCE PROCEDURE

No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank, or disciplined in any other manner except for just cause. If any employee is disciplined and in the judgment of such employee this action is taken by the City without just cause, or if any employee or group of employees feels aggrieved concerning his or their wages, hours, or conditions which are controlled by this Agreement, or which are provided for in any statute, charter, provision, ordinance, rule, regulation, or policy which is not in conflict with this Agreement, or concerning any matter or condition arising out of the employee-employer relationship, including any claim of unjust discrimination and any matter or condition affecting his or their health and safety, adjustment shall be sought as follows:

a. Step 1:

Within three (3) days of the occurrence of a grievance, the aggrieved employee, a representative of the F.M.B.A., upon the request of the aggrieved employee only, and the aggrieved employee's immediate Commanding Officer shall attempt to resolve such grievance informally. If said grievance is not resolved satisfactorily within three (3) working days of the meeting, the F.M.B.A. shall formally notify the Chief of the Department in writing of the grievance and the desire to pursue said grievance through step 2.

Step 2:

Within ten (10) calendar days of the F.M.B.A.'s notification of the unsatisfactory resolution of the grievance under Step 1, the aggrieved employee, no more than two (2) members of the F.M.B.A., the aggrieved employee's immediate Commanding Officer and immediate shift Deputy Chief shall meet to resolve such grievance.

ARTICLE X Continued

If said grievance is not resolved satisfactorily within three (3) working days of the meeting, the F.M.B.A. shall notify the Chief of the Department in writing of its desire to pursue said grievance through Step 3.

Step 3:

Within fifteen (15) calendar days of the F.M.B.A.'s notification of the unsatisfactory resolution of a grievance under Step 2, the aggrieved employee's immediate Commanding Officer, immediate shift Deputy Chief and the Chief of the Department shall meet to resolve the grievance.

If said grievance is not resolved within ten (10) days of the meeting, the F.M.B.A. shall notify the Chief of the Department in writing of its desire to pursue said grievance through Step 4.

Step 4:

Within thirty (30) calendar days of the F.M.B.A.'s notification of the unsatisfactory resolution of a grievance under Step 3, the aggrieved employee, the F.M.B.A. President, no more than six (6) members of the F.M.B.A. the aggrieved employee's immediate Commanding Officer and immediate Deputy Chief, the Chief of the Department, the City Council Fire Committee, City Attorney and City's Labor Relations Representative shall meet to resolve the grievance. The City Council Fire Committee shall within ten (10) calendar days of the meeting advise the F.M.B.A. in writing of its decision.

b. The F.M.B.A. may appeal any decision of the City Council Fire Committee to the New Jersey Public Relations Commission (P.E.R.C.) for arbitration.

A P.E.R.C. appointed arbitrator shall be limited to the interpretation and or the application of the within agreement or any written attachment, amendment, addendum or modification to same, and shall have no power to enlarge upon, reduce, modify or delete any provision thereof.

The decision of P.E.R.C. or P.E.R.C.'s appointed arbitrator shall be final and binding upon the City and the F.M.B.A.

c. The cost of the arbitration shall be borne equally by the parties hereto.

ARTICLE XI

MISCELLANEOUS

Section 1 - Clothing Allowance

a. Each new member of the Department shall on the date of his hire be outfitted with; a complete uniform which is then being worn by Department personnel and a full issue of standard rubber goods necessary to fight fires. The other seasonal uniform (summer or winter whichever applies) shall be furnished prior to the date of normal department change in uniform.

b. A new member of the Department shall be entitled to one half ($\frac{1}{2}$) the annual clothing credit during the first full fiscal year of his employment. Thereafter the full clothing credit shall apply.

c. All other employees covered by this agreement except those employees assigned to the Fire Prevention Bureau, shall be entitled to an annual clothing allowance credit of \$200.00. Employees assigned to the Fire Prevention Bureau shall be entitled to an annual clothing allowance credit of \$320.00. Said clothing allowance credit shall be applied to the cost of replacing each employee's personal uniform only, and the purchase of same, shall be conducted by the City in the usual manner.

d. All employees except those employees assigned to the Fire Protection Bureau shall receive a clothing issue maintenance allowance of \$120.00 annually. Employees assigned to the Fire Prevention Bureau shall receive a clothing issue maintenance allowance of \$240.00 annually. Said clothing issue maintenance allowance will be paid on or before December 1 of each year.

e. In addition to the Clothing Allowance, Rubber Goods shall be replaced as needed by the City.

f. Evidence of need for replacement of all items of clothing or equipment requested by an employee shall be furnished upon demand of the Chief of the Department.

Section 2 - Emergency Meals

The City agrees to feed employees of the Fire Department who are working emergency overtime for any period which exceeds four (4) hours. The cost of each overtime meal is not to exceed \$4.00.

ARTICLE XI Continued

Section 3 - Outside Employment

Firemen may accept outside employment or engage in any outside business activities, providing that such outside employment will not interfere with the employee's performance of his duties, and that he will not enter into work contracts or submit bids on public jobs.

Section 4 - In case of Death of an Active Fireman

In case of death of an active Fireman laid out in uniform, and on request of the family for an honor guard, it will be provided by the Fire Department.

Section 5 - Duties

Employees may be assigned to perform any duties related to fire-fighting, fire prevention, rescue, salvage, overhaul work, care and maintenance of fire fighting equipment and apparatus, and minor maintenance and housekeeping of Fire House.

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 other employees of the City or individual contractors.

Section 6 - Immunization

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

Section 7 - Fire Science Program

a. After one year of continuous service, any Firefighter attending an accredited school to attain an Associate Degree in Fire Science, or a Firefighter required to take similar related courses as a result of his particular assigned position in the Department, shall in addition to his regular annual salary receive ten (10) dollars per credit or credit equivalent to a maximum of \$640.00 annually, and be reimbursed for all tuition and text book costs, upon completing each course with a passing grade of c.

b. Academic Course credits necessary to an Associate Fire Science Degree or similar related courses, shall not be compensated at the \$10.00 per credit rate unless and until a Firefighter has successfully completed a minimum of two (2) basic Fire Science courses.

ARTICLE XI Continued

Section 8 - F.M.B.A. Dues Deduction

a. The City agrees to deduct F.M.B.A. membership dues from the pay of each employee member of the F.M.B.A. once each month. Said membership dues shall be transmitted with a list of employee members to the F.M.B.A. within fifteen (15) calendar days of such deduction.

b. The F.M.B.A. agrees to furnish the City written authorization from each employee member of the F.M.B.A. to effect such dues deduction in a specific dollar amount.

c. The F.M.B.A. agrees to indemnify and hold the City harmless from and against any and all claims, legal suits, or liability of any kind whatsoever arising from the aforementioned deduction of dues.

ARTICLE XII

INSURANCE

Section 1 - Health Insurance

a. All employees of the Fire Department covered by this Agreement, and their families shall be entitled to full coverage of the "750 Series" Blue Cross and Blue Shield Hospitalization plans and Major Medical benefits including Rider "J" plan of the New Jersey Blue Cross, the premiums of which shall be paid for by the City.

Additionally, all employees shall be entitled to all health benefits of the N. J. Health Benefits Program as provided through Chapter 88, Public Laws of 1974.

b. The City shall provide at its own cost and expense a full Dental Plan to all employees of the Department.

Section 2 - Life Insurance

The City shall assume the full cost of life insurance for each employee of the Fire Department to a maximum coverage of \$12,500.00.

Section 3 - Workmen's Compensation Insurance

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

ARTICLE XII Continued

Section 4 - Automobile Liability Insurance

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

ARTICLE XIII

F.M.B.A. ACTIVITY PROTECTED

Section 1

Except for the right to strike or to withhold services which are hereby prohibited, all other F.M.B.A. activities are protected, except as such activities are restricted by or are in conflict with other provisions of this Agreement. Nothing shall abridge the right of any duly authorized representative of the F.M.B.A. to present the views of the F.M.B.A. to the citizens of issues which effect the welfare of its members, except by mutual agreement of the parties.

Section 2

The City will not condone or entertain any outside interference from any other Union or Employee Group without the sanction of the F.M.B.A. as long as this contract is in force.

Section 3

Firefighters will not be subjected to any hardship during any review, inspection or training period. When the temperature goes below 32 Degrees Fahrenheit or above 85 Degrees Fahrenheit, there will be no outside training except for recruit training and emergency situations. In-Service inspections may be held at temperatures between 32 Degrees and 85 Degrees Fahrenheit.

ARTICLE XIV

PRIOR PRACTICES

Section 1

All other rights, benefits, and privileges enjoyed by employees which are not specifically provided for or abridged in this Agreement are hereby protected by this Agreement, including but not limited to any rights, benefits and privileges bestowed on the employees by laws of the United States, laws of New Jersey, Civil Service Laws of New Jersey or City Ordinances of Linden.

ARTICLE XIV Continued

Section 2

All powers, duties and responsibilities which the Mayor, Governing Body and Chief of the Department has prior to the signing of this Agreement shall continue to be retained by them, except insofar as specifically limited by this Agreement, and then only insofar as such limitations are legal.

ARTICLE XV

DURATION

The duration of this Agreement shall extend through December 31st, 1981. Either party wishing to terminate, amend, or modify such contract must so notify the other party in writing no more than ninety (90) days nor less than sixty (60) days prior to such expiration date. Within fifteen (15) days of the receipt of notification by either party, a conference shall be held between the City and the F.M.B.A. Negotiating Committee for the purpose of such Agreement, modification or termination.

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

CITY OF LINDEN

BY: John T. Gregorio

John T. Gregorio, Mayor

ATTEST

Val D. Imbriaco

Val D. Imbriaco, City Clerk

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

Peter Matusz
By: Peter Matusz, President

ATTEST

John Cammarata
John Cammarata, Secretary, FMBA

ADDENDUM TO AGREEMENT

BETWEEN THE CITY OF LINDEN AND F.M.B.A. LOCAL 34

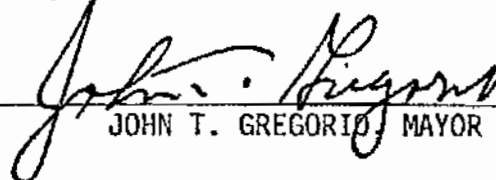
1. It is agreed and understood that during the month of December 1980, Art. IV Section 2 "Overtime" shall be reviewed by the City Council Fire Committee, the Chief of the Department and the F.M.B.A. Good and Welfare Committee.

Said review shall determine and resolve possible conflicts, misunderstandings or difficulties arising from the implementation of said Section 2.


2. At the expiration of the current employee Dental Plan, a new improved Plan will be implemented and paid for by the City.
3. The 1420 Series Blue Cross-Blue Shield Health Benefit Plan shall replace the 750 Series Plan, now in effect when available through the N. J. State Health Benefit Program.

CITY OF LINDEN

BY:


JOHN T. GREGORIO, MAYOR

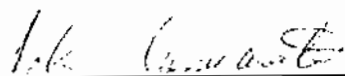
ATTEST


Val D. Imbriaco, City Clerk

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION


By: Peter Matusz, President

ATTEST


John Cammarata, Secretary, FMBA