

3-0015
THIS BOOK DOES NOT CIRCULATE

RESOLUTION

BY COUNCILMAN BARTIROMO

WHEREAS, The Town of Kearny has negotiated a contract with the employees of the Kearny Fire Department, represented by the Firemen's Mutual Benevolent Association; and

WHEREAS, the terms of the Agreement, a copy of which is attached hereto and made a part hereof are mutually agreeable to the Town of Kearny and the Firemen's Mutual Benevolent Association.

NOW THEREFORE, BE IT RESOLVED by the Council of the Town of Kearny, in the County of Hudson, that, pursuant to the statute in such case made and provided, the Agreement including letter addenda between the Town of Kearny and the Firemen's Mutual Benevolent Association., a copy of which is attached hereto and made a part hereof, be and it is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor of the Town of Kearny be and he is hereby authorized to sign said Agreement and to forward same to PERC, in accordance with New Jersey Statutes and the Town Clerk be and he is hereby authorized to affix the corporate seal of the Town of Kearny thereto.

Adopted: June 11, 1975.

I certify that the foregoing Resolution was adopted by the Council on June 11, 1975.

Stewart Aitken
TOWN CLERK

I hereby approve the foregoing Resolution this 11th day of June 1975.

David C. Rowlands
MAYOR

LIBRARY
Institute of Management and
Labor Relations

THIS GENERAL AGREEMENT, made and entered into this 11th day of June, 1975, by and between the Town of Kearny, in the County of Hudson, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Town" and The Firemen's Mutual Benevolent Association, Local 18, a corporation of New Jersey, hereinafter referred to as the "FMBA":

WHEREAS, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work, and all other conditions of employment.

NOW THEREFORE, in consideration of these premises and the mutual agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. Recognition and Scope of Agreement

Section 1. The Town hereby recognizes the FMBA as the sole and exclusive representative of all the employes in the bargaining unit as defined in Article 1, Section 2, herein for the purpose of collective bargaining and all activities and processes relative thereto.

Section 2. The bargaining unit shall consist of all sworn employees or members of the Fire Department of the Town of Kearny, New Jersey (now employed or hereafter employed, except the Fire Chief and The Deputy Chiefs and Captains).

Section 3. This agreement shall govern all wages, hours, fringe benefits and other conditions of employment hereinafter set forth.

Section 4. This agreement shall be binding upon all parties hereto, their successors, administrators, executors and assigns.

Section 5. This Agreement shall be effective as of January 1, 1974 and shall continue in effect until December 31, 1975, and thereafter unless terminated by 60 days prior written notice given by either party to the other expressly stating its intention to terminate this agreement, in which case it shall be terminated 60 days following the receipt of such notice:

Section 6, At least 50 days prior to the expiration of this Agreement, the parties hereto agree to commence negotiations for a new collective bargaining agreement.

ARTICLE II. Collective Bargaining Procedure.

Section 1. Collective Bargaining Procedure as to wages, hours, fringe benefits, and other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated in writing, the Mayor of the Town and the President of the FMBA shall be designated as bargaining agents. Additional representatives of each party may participate in a collective bargaining meeting.

Section 2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either the Town or the F.M.B.A.

Section 3. The Town shall not enter into any Agreement with employees which in any way conflicts with the terms of this Contract, and it shall recognize only an official representative of the FMBA as a bargaining agent.

ARTICLE III. Conducting FMBA Business on Town Time.

Section 1. The Chief of the Fire Department shall permit members of the FMBA Grievance Committee (not to exceed 3) and the members of the FMBA Negotiations Committee (not to exceed the number of the Town Negotiation Committee) permission to attend meetings of said Committees during the duty hours of the members without loss of pay, provided said meetings shall not diminish the effectiveness of the Fire Department or require the recall

of off- duty firemen to bring the Department to its proper effectiveness subject to the provisions of Section 4 hereafter.

Section 2. The Chief of the Fire Department shall permit the FMBA Grievance Committee or the FMBA Negotiations Committee to utilize Fire Department facilities provided the efficiency and effectiveness of the Department is not in any way diminished.

Section 3 (a). The Town agrees to grant the necessary time off to the President and/or Legislative representatives of the FMBA (not exceeding nine employees) in accordance with N.J. S.A. 11:26c-4, when conducting official FMBA business during regular working hours, such as attendance at convention, provided reasonable notice is given to the Town by the FMBA.

(b). Town further agrees that the FMBA President or State Delegate shall be granted time off, without loss of pay, to attend in an official capacity as representatives of Kearny FMBA, #18 funerals for firemen who have given their lives in the course of their duties as firefighters.

section 4. For four collective bargaining meetings, a maximum of three employees shall be excused from their work assignments, if required, with pay. Thereafter, all employees participating in collective bargaining shall do so without pay when excused from their work assignments. The above is interpreted to mean twelve man meetings may be excused from work assignments.

Section 5. The FMBA President and or his authorized representatives, on their off duty hours shall be permitted access to all locations where fire department business is being conducted by employees who are members of the FMBA bargaining unit to insure compliance with the terms of this agreement provided such access does not unreasonably interfere with fire department operations.

ARTICLE IV. Management Rights.

Section 1. The Town maintains the exclusive right, to

direct the work force except as such right is relinquished modified or abridged by or is in conflict with this Agreement. This right shall include, but shall not be limited to, the right to: (a) direct the employcos; (b) hire, promote, transfer and assign; (c) suspend, demote, discharge, or take other disciplinary action; (d) take any action necessary in order to maintain the efficiency of the Fire Department; and determine the methods, means, manner, and personnel by which services shall be rendered.

Section 2. The right to make reasonable rules and regulations shall be considered an acknowledged function of the Town except as such right is relinquished, modified, or abridged by or is in conflict, with this Agreement.

ARTICLE V. Discrimination and Coercion.

There shall be no discrimination, interference or coercion by the Town or any of its agents against the employees represented by the FMBA because of membership or activity in the FMBA. The FMBA shall not intimidate or coerce employees into membership. neither the town nor the FMBA shall discriminate against any employee because of race, creed, color, sex or national origin.

ARTICLE VI. Security

Insofar as permitted by law, the Town agrees to deduct from the pay of all employees of the Fire Department initiation fees, dues, and assessments as required by the FMBA By-Laws and other FMBA rules and regulations duly enacted. All such deductions shall be paid to the properly designated FMBA official monthly on a regular recurring basis.

ARTICLE VII. Wages.

Section 1. The following salary schedule shall be effective for the period commencing January 1, 1974 through December 31, 1974.

TITLE	1st Year	2nd Year	3rd Year	4th Year
Police & Fire Signal system Supt., & Chief Inspector of Combustibles	17,525	17,842		
Asst., Police & Fire Signal Supt.,	16,645	16,953		
Mechanic, Repairman & Lineman	15,683	15,983		
Inspector of Combustibles	14,838	15,118		
Administrative Clerk	13,321	13,570		
Firefighter	11,138	11,723	11,950	12,185

Section 2. The following salary schedule shall be effective for the period commencing January 1, 1975 through December 31, 1975.

Title	1st Year	2nd Year	3rd Year	4th Year
Police & Fire Signal System & Chief Inspector of Combustibles	19,525	19,842		
Asst., Police & Fire Supt.,	18,340	18,648		
Mechanics, Repairmen & Linemen	16,683	16,983		
Inspector of Combustibles	16,056	16,336		
Administrative Clerk	14,539	14,788		
Firefighter	12,252	12,895	13,145	13,404.

Section 3. When an employee is promoted to a higher rank, he shall be paid the next higher salary in the rank to which he is promoted as has heretofore been the practice and in accordance with the schedule of salaries as set forth above.

Section 3 a. Wages shall be paid weekly.

Section 4. Medical Insurance Program

(a) The Town agrees to provide, at no cost to the employees, full Blue Cross and Blue Shield coverage, including Rider "J", for all employees and their dependents as defined under the respective policies of Insurance. The Town also agrees to provide major medical insurance to all employees and their dependents.

(b) The Employer further agrees to provide at no cost, to all retired employees who have been, prior to retirement, employees covered by this agreement, as provided in chapter III of Public Laws of 1973 et,seq.

Section 5. Life Insurance.

The Town agrees to provide, at no expense to the employees a four thousand (\$4,000.00) dollar life insurance policy for all employees covered by this agreement.

Section 6. Clothing Allowance

A clothing allowance in the amount of \$325.00 for the year 1974 shall be paid by the Town of Kcarny, to all employees covered by this agreement, and a clothing allowance of \$325.00 will be paid for the year 1975. Said allowance will be paid the first Friday in May. In the event of retirement or death the employee or his estate shall receive the pro-rated clothing allowance pay for that year. A newly appointed employee shall receive the full allowance for the year in which he is appointed

Section 7. Holiday Pay

(a).The following shall be recognized as paid holidays under this Agreement for the year 1974 and 1975.

New Years Day	July 4th (Independence Day)	Memorial Day
Easter Sunday	Labor Day	Christmas Day
Thanksgiving Day	Election Day	Columbus Day
Veteran's Day	Good Friday	Washington's Birthday

(b). In addition any day designated by Federal, State or Municipal authorities shall be recognized as a paid holiday.

(c) It is recognized by both parties that employees

of the Fire Department may not by reason of Departmental business enjoy the aforesaid holidays by not working on those dates. Therefore, in lieu of the holiday itself, such employee will receive a full day's pay. In the event any of the aforesaid allowed holidays falls on a non-duty day, said holidays shall be deemed to have fallen on a regular working day.

In the event of death or retirement, the employee or his estate shall receive his earned holiday pay.

Holiday pay will be paid as follows:

Six holidays on the first payday in June.

Six Holidays on the first payday in December.

section 8. Overtime.

When an employee is called to duty during his off-duty time or when an on-duty employee is required to remain beyond his normal tour of duty, such employees shall be compensated for such duty performed for the Town at time and one-half for all hours worked beyond his regular schedule subject to the limitations of Paragraph 1 and 2 hereafter.

1. In the event an employee is recalled to duty, the employee shall be entitled to a minimum of three hours overtime.

2. In the event the employee is continued on duty beyond his normal tour of duty, the employee shall be entitled to overtime compensation, for a full hour for any portion of an hour at the prevailing overtime rate.

Section 9. Hours.

(a). The hours of employment shall be pursuant to the provisions of an Ordinance entitled, "An Ordinance Establishing a schedule of Actual Duty for the Uniformed Members of the Paid Fire Department of the Town of Kearny", adopted February 22, 1961, and the amendments and supplements to date thereto, which Ordinance is made a part of this Agreement as though set forth at length herein.

(b) Probationary firemen shall not work more than forty two (42) hours per week without compensation as per this agreement.

Section 10. Line Up Pay

(A) All employees of the Department are presumed to stand roll call at the beginning of their tour necessitating arrival earlier than the actual time of commencement of their tour. Thus, all employees will be compensated by the payment of Line Up Pay in the amounts of \$200. for 1974 and \$230. for 1975.

(B) Line Up Pay shall be paid by the third payday in August if practicable.

Section 11. All employees covered by this Agreement whose normal tour of duty requires them to work from 6:00 P.M. to 8:00 A.M. shall receive a night differential pay amounting to \$25.00 for the year 1974 and \$50.00 for the year 1975. This Benefit shall be paid on the third (3rd) payday in March if practicable.

Section 12. The Employer agrees to pay the cost of Education benefits for educational courses taken by employees which constitute a benefit to and which are directly related to his employment activities, subject however to the following limitations.

- (a). Courses taken must be at an accredited college or university.
- (b) Payment will be made to a maximum of \$25.00 per credit.
- (c) Payment for the cost of books shall not exceed \$40.00 per year.
- (d) Payment shall be made in the form of reimbursement to the employee at the rate of twenty percent (20%) per year of said reimbursable costs as herein above defined.
- (e) The employer shall deduct from said reimbursable costs any Federal grant in aid funds that may have been received by the employee but federal-grant in aid funds shall not include veteran's benefit.

Section 13.

Seminars on arson and fire prevention will be made

available to the members of the Bureau of Combustibles and paid for by the Town, subject to the approval of the Chief.

ARTICLE VIII. Leaves of Absence.

Section 1. Leaves of absence may be granted by the Town pursuant to the provisions of N.J.S.A. 38:23-1 et seq. and 40:46-32 for military service, sick and disability leave, and for other reasons as permitted by law.

Section 2. The Chief of the Fire Department, subject to the consent of the governing body may authorize Special leaves of absence not to exceed six calendar months in any one year without pay for urgent personal business requiring the employee's attention for an extended time.

Section 3. (a). The Town will permit employees bereavement leave with pay not to exceed four calendar days beginning with the date of death, for the employee to attend to arrangements for funerals of spouses, children, parents, brothers, or sisters, or mothers-in-law or fathers-in-law, grandparents or grandchildren or any member of employee's household.

(b). Employees covered by this Agreement shall be granted leave without loss of pay up to a maximum period of five (5) working days in cases where a member of the employee's household is seriously ill or has given birth to a child, provided the employee has no unused vacation time remaining during the calendar year in which the illness or birth occurs, in which case the employee shall be required to utilize remaining vacation allowance first.

(c) Each member of the Bargaining Unit shall be entitled to one personal day off with pay to conduct personal business, provided seventy-two (72) hours notice is given.

(d) Add Each member covered by this Agreement shall be entitled to and granted, terminal leave of forty-five (45) days with pay at the time of his retirement, when authorized by enabling legislation. Such leave may be taken for purposes of

early retirement or an employee may work until retirement at which time he shall be entitled to forty-five (45) days pay in lieu, thereof".

Section 4. The Town agrees to pay employees at their regular rate of pay during periods of disability due to illness, injury or recuperation therefrom for a maximum period of one year from the date of such disability, provided such employee is incapable of performing his duties as a fireman and that such disability is established by a competent physician.

Section 5. The Town retains the right to extend this period of payment for disability due to illness or injury beyond one year at its discretion.

Section 6. The Town may require at any time during the period of such extended disability, as described in Section 5 above, that the employee be examined by a physician selected and paid for by the Town for such purpose.

Section 7. In the event a disagreement arises with respect to the existence or extent of the disability, such issue shall be determined by a physician agreed to by and between both of the parties of this Agreement, i.e., the Employer and the FMBA.

Section 8. If at any time a doctors certificate is requested by the Chief for any reason, the Town will pay for such certificate.

ARTICLE IX - VACATIONS.

1 (a). All employees covered by this Agreement after three years of service shall receive a 16 working day vacation with pay annually. Such employees entitled shall be effective for the year during which the 3rd year of employment is completed

(b) All employees employed on or before July 15th shall be entitled to a ten working day vacation.

(c) All employees employed after the 15th day of July, shall receive no vacation period for the balance of the calendar year.

(d) Seniority within the group shall be the basis for determining preference of vacation days. Vacation schedules shall be set with the approval of the Chief.

(e) In the event that an employee is reinstated after a resignation, his time out of the Town's employ, shall be deducted in computing his vacation eligibility and his seniority. An employee must work for a minimum of five months consecutively upon returning from an extended voluntary leave of absence or resignation before he will be permitted to take his vacation.

(f) In the event of retirement or death, the employee or his estate shall receive his earned vacation pay.

(g) The employee's vacation pay shall be in the same amount had he worked his standard schedule.

ARTICLE X. Maintenance of Standards and Protection of Conditions.

Section 1. The Town agrees that all general working conditions pertaining to the physical facilities of the employment shall be maintained at not less than the highest standards in effect as of January 1, 1969.

Section 2. Employees may exchange duty times subject to the approval of the Chief of the Fire Department provided the efficiency of the Department is not diminished.

Section 3. No employee of the Fire Department shall be assigned to perform any duty which is unrelated to fire fighting fire prevention, rescue, salvage, overhaul work, care and maintenance of fire fighting equipment and apparatus, or any other similarly related work or the normal daily care of the fire department quarters.

Section 4. In the event any change in duty uniform is effected. Town agrees to do so over a thirty month phase out period during which time both old or new uniform may be worn,

ARTICLE XI Bulletin Boards.

The Town shall permit the FMBA reasonable use of all bulletin boards located in the respective firehouses for posting notices concerning FMBA business and activities, but no notices shall contain salacious, inflammatory, or anonymous material.

ARTICLE XII. Liability Insurance

The Town agrees to provide liability insurance coverage in an adequate sum covering its employees and agents during the performance of their duties.

ARTICLE XIII. Pension

The Town shall provide pensions and retirement benefits to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey (N.J.S.A. 43:16A et. seq.).

ARTICLE XIV. Parity

The Town agrees, that, in the interest of uniformity, fairness and welfare of the Department and the good of the Town, to keep parity between the salaries of the Patrolmen and Fire-Fighters of the Town of Kearny.

ARTICLE XV. Grievance Procedure

Section 1. A grievance is defined as any disagreement of dispute relating to the terms and provisions of this contract, between the Firemen, between the Firemen and the Employer, or between the FMBA and the Employer, whereas to the said terms, and provisions of this contract, there has been an inequitable; improper, or unjust application, interpretation or violation of this agreement, or a policy or administrative decision interpreting this agreement, which affects them.

Section 2. Nothing in this agreement shall prevent an employee from discussing any problem with his superior, but there

will be no formal grievance until it has been reduced to writing.

Section 3. The following procedure is established for the presentation of grievances and shall be pursued in the order specified.

(1) In the first instance, the FMBA through its duly authorized representative, shall attempt to settle informally, all grievances.

(2) If the grievance is not settled informally, then the FMBA shall submit such grievance in writing, no later than ten (10) days after the incident complained of, except in those cases where the aggrieved is physically incapacitated in which event, he or the FMBA shall initiate this complaint within ten (10) days after regaining his capacity to act, to the Chief of the Fire Department and the Answer to such grievance shall be made in writing with a copy to the FMBA and information copy to the Town Attorney within five (5) days of its submission, excluding Saturdays, Sundays, and Holidays.

(3) If the grievance is not resolved in accordance with the procedure set forth in paragraph 2 herein, or if no answer has been received from the Chief within the time set forth therein, the FMBA shall submit the grievance to the Fire Committee or the entire Mayor and Council for the purpose of adjusting or resolving such grievances. The Fire Committee, Mayor and Council as the case may be shall hold a hearing at which all parties in interest shall have the right to be heard, and shall report its findings in writing to the FMBA, and employee concerned, within ten (10) days of said hearing in writing nothing herein contained shall prohibit the informal settlement of a grievance at any stage.

(4) If the grievance is not settled through the steps as outlined above, then the aggrieved shall have the choice of pursuing all legal remedies afforded by provisions of the Civil Service Act, or to submit such grievance to Arbitration in

accordance with Article XVI herein,

ARTICLE XVI. Arbitration

Section 1. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this Agreement, not settled by the Grievance Procedure herein provided, shall be referred to an arbitrator as hereinafter provided.

Section 2. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. With fifteen (15) days following the presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the dispute in the manner set forth in Rule 19:12-14, Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission.

Section 3. The decision of the Arbitrator shall be in writing and shall include the reasons for each finding and conclusion, and be rendered within thirty (30) days if circumstances permit. The arbitrator shall have no right to vary or modify the terms of this agreement.

Section 4. The decisions of the Arbitrator shall be final and binding on the FMBA and on the Town.

Section 5. Where an employee has exercised his right to appeal as expressly granted in the Revised Civil Service Rules or Statutes of New Jersey, there shall be no right to arbitration under the provisions of this Article.

Section 6. In the event of a change in the law governing the New Jersey Employment Relations Commission or its rules and regulations which would in any way effect the method of selection of an arbitrator, then, in the alternative, the party demanding the arbitration shall request the American Arbitration Association

to submit a list of nine (9) arbitrators from which the parties may make a selection of an arbitrator. If the parties fail to agree on the selection of the arbitrator from the list, each party shall alternately strike one name until but one name remains and that party shall be the arbitrator of the issue or issues to be arbitrated. The cost of the arbitrator's services, if any, shall be shared by both parties, and each of the parties shall bear its own costs.

ARTICLE XVII. Savings Clause

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event any clause or clauses shall be finally determined to be in violation of any law, then and in such event, such clause or clauses only, to the extent that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph, in which offending language may appear. In the event of such contract clause invalidation, both the Town and the FMBA agree to meet within ten (10) days of such determination and negotiate a valid clause reflecting the intent of the parties and to reach such agreement concerning such valid clause within thirty (30) days. Said Thirty (30) days may be extended by mutual consent of both parties.

ARTICLE XVIII. Waivers.

The waiver of any breach, term or condition of this Agreement by either party, shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE XIX. Retroactivity

All agreements made herein relative to wages and other fiscal benefits as agreed upon subsequent to January 1, 1974, shall be retroactive to January 1, 1974.

ARTICLE XX. Minimum Manpower

It is recognized and acknowledged by the Town, that for the past twenty (20) years, Stations 1,2,3, and 4, of the Kearny Fire Department, have never been operated below a certain minnum assigned manpower, It is also recognized and acknowledged by the FMBA, that the assignment of personnel to these Stations is a management prerogative exclusively reserved to the Town.

However, both parties agree, that under the circumstances which have existed in the Town of Kearny for the past twenty (20) years, as well as under the circumstances presently existing, the aforesaid Stations in the Kearny Fire Department shall continue to have assigned to them, the following minimum personnel per shift:

Station No. 1	Three firemen and 1 captain
Station No. 2.	Four firemen and 2 captains or Five firemen and 1 captain
Station No. 3.	Four firemen and 2 captains or Five firemen and 1 captans
Station No. 4.	Six firemen and 2 captains or Seven firemen and 1 captain

In the event there is any change in stations or apparatus, the manpower as outlined above, relating to same, will be negotiated.

The right to reassign men, however, is reserved to the Chief of the Fire Department and the Town as heretofore mentioned in the event the Chief of the Fire Department determines that circumstances have changed.

ARTICLE XXI. Medical Treatment

Insofar as permitted by law, the Town shall provide medical treatment to employees who are retired due to disability for their injuries arising out of and in the course of employment.

ARTICLE XXII. Vacancies.

Section 1. In the event of vacancies in the ranks of

Assistant Chief, Police and Fire Signal System Superintendent
Chief Inspector of Combustibles,

Assistant Police and Fire Signal System Superintendent,
captain, Mechanic, Repairman, Lineman, Inspector of Combustibles,
or Administrative Clerk and Firemen, such vacancies shall be
filled within sixty days of the effective date of the vacancy
provided there is an existing Civil Service list.

Section 2. If no civil service list for each of the
ranks enumerated in Section 1 above exist at the time of the
vacancy, the Town shall request or call for such test within thirty
days of the effective date of the vacancy and such vacancy shall
be filled within thirty days of the promulgation on a list
resulting from the said test. All appointees to the fire depart-
ment must be made from a Civil Service list, subject to Federal
Laws and provided such action does not cause a loss of State
or Federal Aid which would be beneficial to the Town.

Section 3. The Town reserves the right to create a
table of organization of Fire Department personnel by Ordinance
which shall set forth the number of employees in the ranks
heretofore enumerated that the Fire Department shall have on
its force.

The Town also reserves the right to amend such table
of organization if it deems necessary to do so in the best interest
of the Town of Kearny.

ARTICLE XXIII. Longevity.

Section 1. (a) Effective January 1, 1974, every employee
covered by this Agreement shall be paid in addition to the rates
of pay set forth in Article VII herein, a longevity increment
based upon years of service with the Town of Kearny in accordance
with the following schedules;

<u>Years of Service</u>	<u>For year 1974-1975 Percentage</u>
5 through 9.....	2
10 through 14.....	4
15 through 19.....	6
20 through 24.....	8
25 and over.....	10

Section 2. (a) Longevity shall be considered earned as of January 1st., of each year, if the employee shall have completed his necessary years of service during said calendar year and longevity shall be paid on the 1st payday of January of each year. In the event of retirement or death, the employee or his estate shall receive his earned longevity pay.

(b). Provided however that after January 1, 1974, an employee may credit only up to a maximum of 5 years service with another department of the Town of Kearny for longevity purposes.

ARTICLE XXIV. Acting Capacity.

(a) All employees working in a capacity in a pay grade above theirs will be paid in the lowest step of that pay grade for the time of such performance provided such designation is made in writing by the Chief or his authorized designee.

(b) From and after the date of this agreement any fire fighter Acting as Captain on an in service apparatus during a run or operation shall receive captain's pay during the time the apparatus is on such run or operation whether designated in writing or not. It is understood that there will be no more than one Acting Captain per apparatus.

ARTICLE XXV. Mutual Aid.

In the event an employee is sent to work in another Municipality for Mutual Aid the employer agrees that in the event such employee is killed or injured while rendering aid to a neighboring community, or enroute thereto or therefrom, such

employee will be fully covered by insurance and pension, the same as if he were working in Kearny,

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this 11th day of June 1975.

TOWN OF KEARNY

BY: David C. Rowlands
DAVID C. ROWLANDS
MAYOR

Stewart Aitken
ATTEST: STEWART AITKEN
TOWN CLERK

FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION LOCAL 18

BY: Kevin B. O'Neill
PRESIDENT

John A. Strouse
ATTEST: Secretary
FMBA #18

RESOLUTION

BY COUNCILMAN BARTIROMO

WHEREAS, The Town of Kearny has negotiated a contract with the employees of the Kearny Fire Department, represented by the Firemen's Mutual Benevolent Association; and

WHEREAS, the terms of the Agreement, a copy of which is attached hereto and made a part hereof are mutually agreeable to the Town of Kearny and the Firemen's Mutual Benevolent Association.

NOW THEREFORE, BE IT RESOLVED by the Council of the Town of Kearny, in the County of Hudson, that, pursuant to the statute in such case made and provided, the Agreement including letter addenda between the Town of Kearny and the Firemen's Mutual Benevolent Association., a copy of which is attached hereto and made a part hereof, be and it is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor of the Town of Kearny be and he is hereby authorized to sign said Agreement and to forward same to PERC, in accordance with New Jersey Statutes and the Town Clerk be and he is hereby authorized to affix the corporate seal of the Town of Kearny thereto.

Adopted: *June 11, 1975.*

I certify that the foregoing Resolution was adopted by the Council on *June 11, 1975.*

Stewart Litten

TOWN CLERK

I hereby approve the foregoing Resolution this *11th* of *June* 1975.

David C. Rowlands
MAYOR