

1166

AGREEMENT

BETWEEN

CITY OF CLIFTON
PASSAIC COUNTY, NEW JERSEY

AND

F.M.B.A. LOCAL #21

January 1, 1990 through December 31, 1992

CITY OF CLIFTON LAW DEPARTMENT
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2340A

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PREAMBLE

THIS AGREEMENT made and entered into this _____ day of December, 1990, by and between the CITY OF CLIFTON, in the County of Passaic, State of New Jersey, a municipal corporation of the State of New Jersey, (hereinafter referred to as "City"), and the FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 21, a corporation of the State of New Jersey (hereinafter referred to as "FMBA").

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

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

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

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

B. The bargaining unit shall consist of all sworn, paid employees or members of the Fire Department of the City of Clifton, New Jersey (now employed or hereafter employed), except for the Fire Chief.

C. This Agreement shall govern the terms and conditions of employment as hereinafter set forth within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1.1 et seq.

D. This Agreement shall be binding upon all parties hereto, their successors, administrators, executors and assigns.

ARTICLE II
FMBA BUSINESS LEAVE

A. Collective bargaining procedures as to the terms and conditions of employment shall be conducted by the duly authorized bargaining agent(s) of each of the parties hereto.

B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either the City or the FMBA.

C. The City shall permit the FMBA and all assigned committees to utilize Fire Department facilities for FMBA business meetings provided the efficiency and effectiveness of the Department is not in any way detrimentally diminished.

D. 1. The City agrees to grant the necessary time off to the President and Executive Vice President or Treasurer and, official, duly authorized representatives of the FMBA, in accordance with N.J.S.A. 11:26C-4, when conducting official FMBA business during regular working hours, such as attendance at State FMBA conventions, provided reasonable notice is given to the Chief of the Fire Department.

2. The City agrees to grant, if necessary, the required time off, without loss of pay, to the President and Executive Delegate of the FMBA to attend regular or executive meetings of the State and North Jersey District FMBA, provided each of them first gives reasonable notice (not less than 48 hours) to the Chief of the Fire Department.

3. The City agrees that the FMBA President and State Delegate shall be granted time off, without loss of pay, to attend in any official capacity, as representatives of Clifton FMBA Local No. 21, funerals for firemen who have given their lives in the course of their duties as firefighters.

4. The City agrees that other representatives of the State Firemen's Relief and Exempt Organization be granted time off without loss of pay for annual conventions.

5. The City agrees to grant, if necessary, the required time off, not to exceed three (3) hours per man, per meeting, without loss of pay, to the Association President, Executive Vice-President, Shift Vice-President, Secretary, Treasurer and State Delegate, to attend regular monthly meetings of FMBA Local No. 21.

E. For the purpose of conducting collective bargaining sessions, the FMBA hereby agrees to limit the number of its members on its collective bargaining committee to five (5) or less, each of whom shall be excused from their work assignment, if necessary, with pay provided same will not detrimentally affect the effective operation of the Fire Department or require recall of off-duty firemen to bring the Department to it proper effectiveness as determined by the Chief of the Fire Department.

F. 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 covered by this Agreement, provided such access does not unreasonably interfere with the Fire Department operations.

ARTICLE III

RULES, REGULATIONS AND PROCEDURES

A. The City and the FMBA agree that all Fire Department rules, regulations and procedures presently in effect shall continue during the term of this Agreement provided they are not in conflict with its provisions.

B. It is further understood that the City may from time to time promulgate new or change existing rules, regulations and procedures of the Fire Department, provided they are not in conflict with the provisions of this Agreement and do not change or interfere with existing working conditions.

ARTICLE IV

DUES CHECK-OFF AND AGENCY SHOP

A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9(e), as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the City Treasurer during the month following the filing of such card with the City.

C. If during the life of this Agreement there shall be any changes in the rate of membership dues, the Association shall furnish the City written notice thirty (30) days prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

D. The Association shall provide the necessary "check-off" authorization form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the City Clerk.

E. Any such written authorization may be withdrawn at any time by the filing of a notice of such withdrawal with the City Clerk. The filing of a notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9(e), as amended.

F. The City agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and to transmit the fee to the majority representative.

G. The deduction shall commence, for each employee who elects not to become a member of the Association, during the month following written notice from the Association of the amount of the fair share assessment which must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments to the Association, less the costs of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of

candidates, except to the extent that it is necessary for the Association to engage in lobbying activities designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employee it represents, advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the City.

J. Prior to January 1 and July 31 of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the City and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

K. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. The appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City, or in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the association to the City, or in reliance upon the

ARTICLE V
MUNICIPAL MANAGEMENT

A. The City hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but not limiting, the generality of the foregoing, the following rights:

1. The executive management and administrative control of the City government and its properties and facilities in the on-duty activities of its employees according to law.

2. To hire all employees, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees, subject to the provisions of law.

3. To take any disciplinary action permitted by law for good and just cause.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations, procedures, and practice in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and

official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

M. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that it has received equal benefits. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Association, and this Agreement has been executed by the City after it has satisfied itself that the Association is a proper majority representative.

express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the laws and Constitution of the State of New Jersey and of the United States and ordinances of the City of Clifton.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under N.J.S.A. 40, 40A, 11, or any other national, state, county, or local laws or ordinances, except as set forth elsewhere herein to the contrary.

ARTICLE VI
MAINTENANCE OF OPERATIONS

A. The Association covenants and agrees that during the term of this Agreement, the FMBA will not cause, authorize or support any strike, concerted failure to report for duty, work stoppage, walkout or other deliberate interference with the normal work procedures against the City.

B. In the event of a strike or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for disciplinary action, including possible termination of employment of such employee(s), subject, however, to the application of either the grievance procedure contained in Article VII or applicable law (N.J.S.A. 40A:14-19, et seq.).

C. The FMBA will actively discourage and will take all affirmative steps which are necessary to prevent or terminate any strike, work stoppage, walkout or other deliberate interferences with normal work procedures against the City.

D. Nothing contained in this Agreement shall be construed to limit or restrict the City or the FMBA in its right to seek and obtain such judicial relief as it may be entitled to

have in law or in equity for injunctions or damages, or both, in the event of such breach of the FMBA, its members or the City.

E. The FMBA shall not be liable for the unauthorized acts of unit employees.

ARTICLE VII
GRIEVANCE PROCEDURE

A. Purpose.

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. Definitions.

The term "grievance" as used herein means any complaint or controversy arising over the interpretation, application or alleged violation of terms and conditions of the Agreement, and may be raised by an individual, the FMBA on behalf of an individual employee or group of employees, or the City.

C. Steps for Grievance Procedure.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be following in its entirety unless any step is waived by mutual consent:

Step 1:

The aggrieved shall institute action under the provisions hereof within twelve (12) calendar days after the event giving rise to the grievance occurred, and an earnest effort shall be made to settle differences between the aggrieved employee and his next immediate superior who is not a direct party to the grievance for the purpose of resolving the matter informally. Failure to act within said twelve (12) calendar days shall be deemed to constitute an abandonment of the grievance if the event reoccurs. The appropriate immediate superior shall render a written decision within five (5) calendar days after receipt of the grievance. All grievances shall be in writing and may be initiated by delivery to any appropriate superior.

Step 2:

In the event that the grievance is not resolved to the satisfaction of the aggrieved in Step 1 above, the same written grievance may be filed with the Chief of the Fire Department or his designee within five (5) calendar days. The Chief of the Fire Department or his designee shall have five (5) calendar days to file a written answer to the grievance.

Step 3:

If such grievance is not resolved to the satisfaction of the aggrieved in Step 2 above, the aggrieved shall, within five (5) calendar days after response from the Chief or his designee, submit the same written grievance to the City Manager or designee. The City Manager or designee shall hold a hearing on such grievance within fifteen (15) calendar days after submission, and shall have five (5) calendar days thereafter to render his written decision and reasons with respect thereto. The aggrieved, and a representative of the Association and/or Counsel may, at the option of the aggrieved, attend such hearing. The City Manager or designee shall submit a copy of his decision to the aggrieved party and the Association. Failure to hold this hearing or submit an answer in writing within the time structure shall move the grievance to Step 4.

Step 4:

If such grievance is not resolved to the satisfaction of the aggrieved in Step 3 above, the aggrieved's remedy shall be an appeal to the Merit System Board, the Public Employment Relations Commission, or such judicial remedies as may be available.

D. The City may institute action under the provisions of this article within twelve (12) calendar days after the event giving rise to the grievance has occurred. Such grievance shall be in writing and filed directly with the association and earnest effort shall be made to settle the differences between the City and the Association. If such grievance is not resolved, the City's remedy shall be an appeal to the Merit System Board, the Public Employment Relations Commission or such judicial remedies as may be available.

E. Grievance conferences and hearings shall be held at either the Fire Department or City Hall, provided prior permission has been secured from the Chief or his designee, and a representative from the Association whose presence is required to resolve grievances who shall be released from work without loss or regular straight-time pay for the purpose of participating in such a grievance resolution and further provided that there shall be no interference with the operation of the City.

ARTICLE VIII
PERSONNEL FILES

A. The City agrees to permit each employee a full examination of his/her personnel file twice during each calendar year upon the prior written request of the employee. Each examination shall take place during the employee's off-duty hours at reasonable hours during the day and shall take place at a private location provided by the City.

B. The City may require that such inspection and examination take place in the presence of the Chief of the Fire Department or designee and the employee may have a third party present during such inspection.

C. No document shall be inserted in any employee's personnel file which has not been signed and dated with the date of insertion by the person inserting same in the file.

D. The employee shall be permitted to copy all documents in his personnel file, but shall be subject to the usual City charge for the copying of such documents.

ARTICLE IX
TRAVEL OUT OF THE CITY

When a member of the Association is required to travel out of the City on municipal business, a municipal vehicle will be provided by the City for such travel. Any such member shall receive reimbursement for verified parking costs and toll fees.

ARTICLE X

HOLIDAYS

A. The following five (5) holidays shall be recognized:

1. New Year's Day
2. Easter
3. July 4th (Independence Day)
4. Christmas
5. Martin Luther King's Day

B. Compensatory time shall be granted for these five (5) holidays which shall be taken at the employee's request in accordance with past departmental practice.

C. Additionally, during the term of this Agreement, all employees covered by this Agreement shall receive one (1) day's pay at time and one-half (1 1/2) for each of the following eight (8) additional holidays. Payment for these days shall be made no later than the first pay period in December.

1. Lincoln's Birthday
2. Washington's Birthday
3. Good Friday
4. Memorial Day
5. Labor Day
6. Columbus Day
7. Veterans Day
8. Thanksgiving Day

D. Holiday pay shall not be deducted from an employee's pay unless said employee shall have so requested said deduction in writing on a form provided by and filed with the City Treasurer on

or before December 1 of the year next requested. Such request may not be changed or revoked during the year for which it is made.

E. An additional two (2) compensatory days at straight time shall be granted to all covered employees of said FMBA of the City of Clifton, which compensatory time shall be in lieu of compensatory time for any and all holidays (other than or in addition to those holidays enumerated in paragraphs A and B hereof above) the City's administration give any City employees other than the members of the FMBA. If the said two (2) compensatory days are not taken during the calendar year, these two (2) days will be accrued by members of the said Association.

ARTICLE XI
BEREAVEMENT LEAVE

A. Employees covered by this Agreement shall be granted, upon proper notification to the Chief of the Fire Department, up to three (3) consecutive calendar days leave without loss of regular pay upon the death of a member of their immediate family, one of which shall either be the day of death or the day of the funeral of the deceased.

B. "Immediate family" shall be defined as the employee's spouse, children, step-children, parents, step-parents, brothers, sisters, step-sisters, step-brothers, grandparents, father-in-law, mother-in-law, and any blood relation living as member in the employee's household.

C. Reasonable verification of the death may be required by the City.

ARTICLE XII
PERSONAL DAYS

A. Each full-time employee covered by this Agreement may receive two (2) personal days during each year of this Agreement. A request for such personal days shall be granted, upon reasonable notice to the Chief of the Fire Department, in accordance with past department practice. If the said two (2) personal days are not taken during the calendar year, these two (2) days will be accrued by all unit employees.

B. It is the specific intent of the parties that personal days shall not be used to extend vacation periods.

ARTICLE XIII
FALSE ARREST INSURANCE

A. The City agrees to provide, for the term of this Agreement, false arrest insurance with coverage not less than provided during 1978, covering its employees who are covered by this Agreement during the performance of their duties.

B. A copy of said insurance policy, including all riders and amendments, shall be supplied to the Association President or his representative upon reasonable request.

C. The City reserves the right to charge insurance carriers so long as substantially similar coverage is provided.

ARTICLE XIV
BULLETIN BOARDS

The City shall permit the FMBA reasonable use of all bulletin boards located in the respective Fire Department facilities for posting notices concerning FMBA business and activities.

ARTICLE XV

DISCRIMINATION AND COERCION

A. There shall be no discrimination by the City or the FMBA against an employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the FMBA or because of any lawful activities by such employees on behalf of the FMBA. The FMBA, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the FMBA.

ARTICLE XVI

VACANCIES

A. In the event of vacancies in the ranks of Deputy Chief, Captain, Lieutenant or Firefighter, due to retirement, death, discharge, promotion or voluntary severance from the Department, such vacancies shall be filled in accordance with the existing Merit System Board rules and regulations.

B. If no Merit System Board list exists for each of the ranks enumerated in Paragraph A at the time of such vacancy, the City shall call a test within thirty (30) days of the effective date of the vacancy.

ARTICLE XVII

OVERTIME

A. The City agrees that overtime, at the rate of time and one-half (1 1/2), shall be given to all employees covered by this Agreement in the form of compensatory time for all hours worked in excess of the regular work day, which consists of ten (10) consecutive hours on the day shift and fourteen (14) hours on the night shift.

B. All overtime earned under this Article shall be given as compensatory time on a one and one-half (1 1/2) for one (1) basis. That is, for each hour of overtime worked, the employee shall receive one and one-half (1 1/2) hours of compensatory time. Upon the prior written approval of the Chief of the Fire Department or designee and subject to the needs of the Department, the employee's preference as to when such compensatory time may be taken will be observed whenever possible.

ARTICLE XVIII

VACATIONS

A. All vacation leaves shall be governed by the Revised Ordinances of the City of Clifton.

B. In order to promote proper and efficient fire operations, both parties to this Agreement agree that the scheduling of vacations must be left to the City, but the following conditions shall be observed in such scheduling:

1. In assigning vacation periods, preference shall be given to the seniority status among the employees on a platoon basis.

2. Employees will be allowed to choose vacation leave any time between January 1 and December 31 of each calendar year.

C. Vacation leaves must be taken during the current calendar year. Any unused vacation resulting from the pressures of work, as determined by the City, may be carried forward into the next succeeding year only, and will be scheduled by the Chief of the Fire Department to be taken in the next succeeding year.

D. Vacation leaves may be taken by any member of the Association in three (3) separate periods subject to paragraphs A, B and C above.

E. Vacation leaves will be earned in accordance with the following schedule:

1990 VACATION SCHEDULE

<u>Base Pay Including Longevity</u>	<u>1st year</u>	<u>2-5 yrs</u>	<u>6-10 yrs</u>	<u>11-15 yrs</u>	<u>16-20 yrs</u>	<u>21-25 yrs</u>	<u>Over 25 yrs</u>
\$37,657	1 working day per month	18	22	24	26	28	30
\$37,658 to \$41,525	1 working day per month	18	24	26	28	30	30
\$41,526 to \$45,764	1 working day per month	18	26	28	30	30	30
\$45,765 to \$50,464	1 working day per month	18	28	30	30	30	30
\$50,465 and over	1 working day per month	18	29	30	30	30	30

NOTE: EMT training will not be scheduled during employee vacation period, nor will it interfere with the selection of vacation by an employee.

1991 VACATION SCHEDULE

<u>Base Pay Including Longevity</u>	<u>1st year</u>	<u>2-5 yrs</u>	<u>6-10 yrs</u>	<u>11-15 yrs</u>	<u>16-20 yrs</u>	<u>21-25 yrs</u>	<u>Over 25 yrs</u>
\$39,728	1 working day per month	18	22	24	26	28	30
\$39,729 to \$43,809	1 working day per month	18	24	26	28	30	30
\$43,810 to \$48,281	1 working day per month	18	26	28	30	30	30
\$48,282 to \$53,240	1 working day per month	18	28	30	30	30	30
\$53,241 and over	1 working day per month	18	29	30	30	30	30

NOTE: EMT training will not be scheduled during employee vacation period, nor will it interfere with the selection of vacation by an employee.

1992 VACATION SCHEDULE

<u>Base Pay Including Longevity</u>	<u>1st year</u>	<u>2-5 yrs</u>	<u>6-10 yrs</u>	<u>11-15 yrs</u>	<u>16-20 yrs</u>	<u>21-25 yrs</u>	<u>Over 25 yrs</u>
\$42,112	1 working day per month	18	22	24	26	28	30
\$42,113 to \$46,438	1 working day per month	18	24	26	28	30	30
\$46,439 to \$51,178	1 working day per month	18	26	28	30	30	30
\$51,179 to \$56,434	1 working day per month	18	28	30	30	30	30
\$56,435 and over	1 working day per month	18	29	30	30	30	30

NOTE: EMT training will not be scheduled during employee vacation period, nor will it interfere with the selection of vacation by an employee.

ARTICLE XIX

COURT TIME

A. Whenever any employee is required to appear in court during his off-time in any criminal action or criminal legal proceeding arising out of or incidental to the performance of his duties, said employee shall receive compensatory time at the rate of time and one-half (1 1/2) for each hour or part thereof spent in court by said employee.

B. Schools and meetings, when held on off-duty time, will be compensated at the same rate as court appearances when assigned as a duty task, unless the school or sponsor of such meeting referred to herein furnishes a letter stating that residency is required at such school or meeting. This does not include formal education (college) for which monetary compensation is paid for credits earned.

ARTICLE XX
COLLEGE INCENTIVE PAY

A. As part of the salary ranges and longevity credit provided in Articles XX and XXII, the minimum and maximum salaries for members of the Fire Department shall be increased by the sum of twenty (\$20.00) dollars for each credit hour completed for which credit towards a degree or associate degree in Fire Science, which credit hour must have been completed in or accepted by a recognized institution of higher learning offering a program leading to a degree or associate degree in Fire Science or for each credit hour completed in the course in firematics for which credit is given in a recognized institute of higher learning.

B. Remuneration for the aforementioned credit hours shall not be increased by more than three hundred and thirty (\$330.00) dollars in any given calendar year, and shall not exceed a total remuneration of one thousand three hundred and twenty (\$1,320.00) dollars, except for the additional remuneration for achievement for the various degrees noted below as follows:

1. Associate Degree - One hundred eighty (\$180.00) dollars for each associate degree to a maximum of three hundred sixty (\$360.00) dollars in any calendar year and a total

remuneration of one thousand five hundred (\$1,500.00) dollars for one (1) associate degree and one thousand six hundred eighty (\$1,680.00) dollars for two (2) associate degrees.

2. BA or BS Degree - Three hundred eighty (\$380.00) dollars in any calendar year up to a total remuneration of one thousand seven hundred (\$1,700.00) dollars.

3. Masters Degree - Five hundred eighty (\$580.00) dollars in any calendar year up to a total remuneration of one thousand nine hundred (\$1,900.00) dollars.

C. Such additional remuneration shall be payable commencing on its first regular pay day in September of each year, retroactive to the date of completion of such credit hours, provided there has been presented to the City Manager on or before July 15 of each year, proper certification from the institution attended by said member setting forth the number of credit hours completed or the conferring of an Associate or Baccalaureate Degree in Fire Science.

ARTICLE XXI

LONGEVITY

A. In addition to the salary noted in Article XXII, longevity pay will be paid as follows, as determined by employment anniversary date:

- After five (5) years of service to tenth (10th) year inclusive, two and one-half (2 1/2%) percent of base salary per annum.

- From eleventh (11th) year to fifteenth (15th) year inclusive, five (5%) percent of base salary per annum.

- From sixteenth (16th) year to twentieth (20th) year inclusive, seven and one-half (7 1/2%) percent of base salary per annum.

- From twenty-first (21st) year to twenty-fifth (25th) year inclusive, ten (10%) percent of base salary per annum.

- From twenty-sixth (26th) year to retirement, twelve and one-half (12 1/2%) percent of base salary per annum.

B. If an employee's starting date falls between January 1 and June 30th, inclusive, of a given year, his anniversary date for purposes of this article shall be deemed to be January 1 of the year. When an employee's starting date falls between July 1 and December 31, inclusive, of a given year, his anniversary date for purposes of this article shall be deemed to be July 1 of that year.

C. In computing such periods of cumulative service in and for the City of Clifton, credit shall be given for all prior full-time service by an officer or employee as an employee of the State of New Jersey or any political subdivision thereof, provided, however, that such prior full-time service shall have been for a period of one (1) year or more.

D. Longevity pay shall be paid at the same time and in the same manner as regular salary.

E. All longevity stipends will be paid in the pay period for January 1 and the period of July 1 of each year.

ARTICLE XXII
HEALTH INSURANCE

A. 1. The City shall continue to provide, at no cost to the employees, except as modified herein, the City of Clifton self-insured medical and hospitalization package which includes drug rider \$1.00 co-pay and major medical insurance. The aforementioned coverage will also continue through the end of the calendar year during which each dependent attains his or her twenty-third (23rd) birthday for all dependent members of the immediate family of such employee who are full-time students at a recognized duly certified secondary school or institution of higher learning pursuing a prescribed course of study at any such school or institution for which course credits are given, or who are "disabled" within the meaning of that term as defined by N.J.S.A. 54:1-2(f).

2. The City shall provide for each member of the unit a fully paid family dental plan at least equivalent in benefits that it now provides to other City employees.

B. The City will provide a ten thousand (\$10,000.00) dollar life insurance policy for all employees covered by this Agreement up to the age of 62. For employees ages 62 to 70, said insurance shall be five thousand (\$5,000.00) dollars. For employees 70 and up, the amount of said life insurance shall be

two thousand five hundred (\$2,500.00) dollars; and a one thousand (\$1,000.00) dollar policy shall be provided to all retired employees for the first five (5) years of retirement only.

C. The covered member shall receive, at no cost to the employee, all insurance coverage as set forth in paragraph A of this article until his or her sixty-fifth (65th) birthday if he or she becomes totally and permanently disabled for further duty as a Firefighter as the direct result of a "traumatic event occurring during and as a result of the performance of duty" and is awarded an accidental disability retirement benefit by the Police and Firemen's Retirement System.

D. 1. Effective January 1, 1984, all health insurance coverages set forth in Paragraph A hereof, more particularly enumerated, are hereby extended to cover a period of a maximum of ten (10) years after retirement or until the employee's sixty-fifth (65th) birthday, whichever comes first. To be eligible for such health insurance coverages, an employee, being qualified for retirement benefits under any such system, shall have retired between January 1st, 1984, and December 31, 1989, in compliance with the requirements of the Police and Fireman's Retirement System established and maintained under the laws of the State of New Jersey and shall not, at the time of such retirement, have yet attained the age of sixty-five (65) years, provided, however, that any such retired employee otherwise qualified for such coverages in accordance with the terms of this paragraph

shall not qualify therefor and shall not be so covered by the City while he or she is employed on a regular basis and such employment provides health insurance coverages not less than those specified in Paragraph A above. Any employee qualifying for the above coverage who has exhausted his ten (10) years of retirement benefits will be eligible to pay to the City the annual premium for such insurance coverage on an annual basis until such employee attains his or her sixty-fifth (65th) birthday, or is otherwise not eligible for such coverage under the terms of this paragraph.

2. Effective January 1, 1990, all health insurance coverages set forth in Paragraph A hereof are hereby extended to cover the period from the date of an employee's retirement to such employee's death. To be eligible for such health insurance coverages, an employee, being qualified for retirement benefits who shall have retired on or after January 1, 1990, in compliance with the requirements of the Police and Fireman's Retirement System established and maintained under the laws of the State of New Jersey. Any such retired employee otherwise qualified for such coverages in accordance with the terms of this paragraph shall not be so covered by the City during the time he or she is employed on a regular basis and such employment provides health

insurance coverages not less than those specified in Paragraph A above.

E. The City may, at its option, change any of the foregoing plans or carriers so long as substantially similar coverage is provided.

F. New employees will be covered by all insurance benefits by no later than the ninetieth (90th) day following employment.

ARTICLE XXIII

SALARIES

A. Salary schedule for all employees covered under this Agreement shall be as follows:

FIREFIGHTERS Hired Prior to January 1, 1984

	Effective 1/1/90	Effective 1/1/91	Effective 1/1/92
Step 1	\$24,546.90	\$25,896.98	\$27,450.80
Step 2	31,722.60	33,467.34	35,475.38
Step 3	33,517.05	35,360.49	37,482.12
Step 4	35,311.50	37,253.63	39,488.85
Step 5	37,307.55	39,359.47	41,721.04
Step 6	38,901.45	41,041.03	43,503.49

FIREFIGHTERS Hired on or After January 1, 1984

	Effective 1/1/90	Effective 1/1/91	Effective 1/1/92
Step 1	\$24,546.90	\$25,896.98	\$27,450.80
Step 2	27,687.45	29,210.26	30,962.88
Step 3	30,826.95	32,522.43	34,473.78
Step 4	33,966.45	35,834.60	37,984.68
Step 5	37,107.00	39,147.89	41,496.76
Step 6	38,901.45	41,041.03	43,503.49

LIEUTENANT

	Effective 1/1/90	Effective 1/1/91	Effective 1/1/92
Step 1	\$32,992.05	\$34,806.61	\$36,895.01
Step 2	35,212.80	37,149.50	39,378.47
Step 3	37,202.55	39,248.69	41,603.61
Step 4	39,195.45	41,351.20	43,832.27
Step 5	41,202.00	43,468.11	46,076.20
Step 6	43,569.75	45,966.09	48,724.06

CAPTAIN

	Effective 1/1/90	Effective 1/1/91	Effective 1/1/92
Step 1	\$36,619.80	\$38,633.89	\$40,951.92
Step 2	39,086.25	41,235.99	43,710.15
Step 3	41,296.50	43,567.81	46,181.11
Step 4	43,506.75	45,899.62	48,653.60
Step 5	45,744.30	48,260.24	51,155.85
Step 6	48,797.70	51,481.57	54,570.47

DEPUTY CHIEF

	Effective 1/1/90	Effective 1/1/91	Effective 1/1/92
Step 1	\$40,648.65	\$42,884.33	\$45,457.39
Step 2	43,386.00	45,772.23	48,518.56
Step 3	45,837.75	48,358.83	51,260.36
Step 4	48,292.65	50,948.75	54,005.68
Step 5	50,764.35	53,556.39	56,769.77
Step 6	54,653.55	57,659.50	61,119.07

B. In addition to the salaries listed in Paragraph A herein, all unit employees certified in EMT, who are assigned to or are available for EMT duty, shall also receive an additional sum of one thousand (\$1,000.00) dollars compensation per year.

C. In addition to the salaries listed in Paragraph A herein, all unit employees shall also receive an additional sum of one hundred fifty (\$150.00) dollars compensation per year.

D. All increment step payments will be paid in the pay period for January 1 and the pay period for July 1 of each year.

E. Salaries and all forms of contractual increases, not otherwise indicated, shall be paid on the first pay day following the effective date of such increase.

ARTICLE XXIV
CLOTHING ALLOWANCE

Each member of the FMBA shall receive a clothing allowance of four hundred seventy-five (\$475.00) dollars for calendar year 1990.

Each member of the FMBA shall receive a clothing allowance of five hundred (\$500.00) dollars for calendar year 1991.

Each member of the FMBA shall receive a clothing allowance of five hundred twenty-five (\$525.00) dollars for calendar year 1992.

ARTICLE XXV
PAYMENT FOR DISABILITY

A. The City agrees to pay FMBA members at their regular rate of pay during periods of disability due to illness or injury for a period of three (3) months from the date of such disability, provided such Association member is incapable of performing his duties as a fire fighter and that such disability is established by the City Physician or designee.

B. The City, at its option, and upon certification by the City Physician or designee, may extend the disability pay for no more than three (3) additional separate periods not exceeding three (3) months each; the City Physician or designee must certify that the FMBA member is incapable of performing his duties as a fire fighter each time.

C. In the event any employee is granted said disability pay, the City's sole obligation shall be to pay the employee the difference between his regular salary and any compensation, disability or other payments received from other sources. At the City's option, the employee shall either surrender and deliver any compensation, disability or other payment to the City and receive his entire salary payment or the City shall only pay the difference.

D. In the event the City Physician or designee does not certify the injury or illness can be cured within one (1) year, no leave of absence shall be granted under this Article.

ARTICLE XXVI

SICK LEAVE AND TERMINAL LEAVE

A. Except as otherwise provided by ordinance or law, no sick leave is deemed to have been earned or accumulated by any member of the FMBA. However, solely and exclusively for the purpose of calculating the terminal leave benefits for which he or she is entitled, each member of the Fire Department covered by this Agreement shall be deemed to have earned fifteen (15) sick days per year of service, which days shall be deemed to accumulate year to year if not used.

B. Any leave taken due to illness or injury shall utilize any accumulated sick days pursuant to Section A.

C. 1. Except as modified herein, any employee who shall commence terminal leave, as provided herein, which shall be a prelude to final retirement, shall be entitled to a terminal leave benefit of fifty (50%) percent of the sick days earned but not taken upon the condition that he elects an "ordinary service retirement" benefit pursuant to the then existing New Jersey Statute. In the event that any officer or employee, while actively employed by the City, shall decease, then payment for fifty (50%) percent of the sick days earned but not taken shall be made to the employee's estate.

2. Any employee who shall commence terminal leave on or after January 1, 1988, as provided herein, which shall be a prelude to final retirement, shall be entitled to a terminal leave benefit of fifty (50%) percent of accumulated earned sick days not to exceed two hundred and sixty (260) days of sick leave except that those employees who have accumulated more than two hundred and sixty (260) sick days as of December 31, 1987, shall be entitled to a terminal leave upon retirement of fifty (50%) percent of the accumulated sick leave days as of December 31, 1987.

3. At the end of each calendar year of this Agreement, any employee who has accumulated more than two hundred and sixty (260) sick days shall have the option to be paid an attendance payment equal to fifty (50%) percent of the sick days earned in and not used in that calendar year. The attendance payment shall be made within one (1) month at the close of the calendar year in which it is earned. Any employee seeking to exercise his right to an attendance payment must make a request for same, in writing, on or before January 15th of the year following the year in which the attendance payment was earned. An employee who is eligible for such bonus, but chooses not to exercise such right, may continue to accumulate sick leave, but not for the purpose of terminal leave benefits/pay.

D. The terminal leave benefit due any employee may be paid to said employee in either one (1) of the two (2) following manners which may be selected by said retiring employee:

1. The total salary due such employee for such terminal leave shall be paid in equal bi-weekly installments as shown and authorized by the City's regular payrolls, approved for payment during the period of such terminal leave; or,

2. The total salary due such employee for such terminal leave shall be paid in a lump sum payment with the initial payment in the year in which the employee retires, limited to the total salary funds available in the municipal budget during the retirement year. The balance, if any, to be paid within sixty (60) days after the adoption of the municipal budget in the year following the year of retirement.

3. Any employee selecting the lump sum method of payment of the terminal leave benefit waives any rights to benefits which may have been or will be negotiated after his retirement date.

ARTICLE XXVII

LEGAL COUNSEL

During the term of this Agreement, there may arise instances where the City provides, at the City's expense, legal counsel for the defense of a member(s) of the FMBA in accordance with the provisions of N.J.S.A. 40A:14-155. In any such instance, the City agrees to furnish to the FMBA, or the member(s) thereof involved, a list of attorneys approved by the City to defend such member(s). The member(s) of the FMBA bargaining unit involved shall have the option of selecting from such list the attorney who shall provide his, her or their defense. During the term of this Agreement, the City agrees to add to such list any additional list of attorneys who shall agree to accept and be bound by the criteria covering compensation as established by the City for inclusion on such list. Said criteria covering compensation shall not be reduced during the term of this Agreement.

ARTICLE XXVIII

WORK WEEK

The schedule of hours of actual duty for members of the Fire Department covered by this Agreement, other than administrative personnel, shall be an average of forty-two (42) hours per week, in accordance with N.J.S.A. 40A:14-52.

ARTICLE XXIX
PROBATIONARY EMPLOYMENT

A. Employees covered by this Agreement, when first hired by the City, shall be hired on a probationary basis for one (1) year from the date of appointment.

B. During this probationary period, the City may discharge such employee for any reason whatsoever. When the employee is discharged during his probationary period, he shall not have recourse to the grievance procedure as set forth in this Agreement. The City shall have no responsibility for the re-employment of a probationary employee, if he is dismissed during his probationary period.

ARTICLE XXX
SEPARABILITY AND SAVINGS

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operations of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXXI

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXXII
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1990, and shall remain in effect to and including December 31, 1992. This Agreement shall continue in full force and effect from year to year thereafter, unless either party gives notice to the other in writing, pursuant to statutory requirements of the New Jersey Public Employment Relations Act, or a desire to change, modify or terminate this Agreement.

ARTICLE XXXIII

RETROACTIVITY


Except as otherwise provided herein, all benefits shall be retroactive to January 1, 1990.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals in Clifton, New Jersey, on this 13th day of December, 1990.

ATTEST:


RICHARD C. MORAN
DEPUTY CITY CLERK

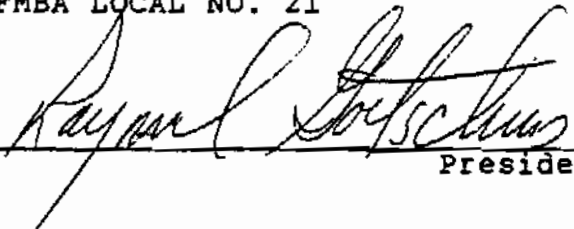
CITY OF CLIFTON

By: 
JAMES ANZALDI, MAYOR

ATTEST:


Secretary

FMBA LOCAL NO. 21

By: 
President

2334A