

THIS DOES NOT
CIRCULATE

Handwritten notes:
 1. The City of Clifton is a public entity.
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A G R E E M E N T

Between

CITY OF CLIFTON,
PASSAIC COUNTY, NEW JERSEY

Private Company

AND

F.M.B.A. LOCAL #21

January 1, 1979 through December 31, 1979

Handwritten note:
 I will receive from the office today
 the City of Clifton.

Printed text at the bottom of the page, including the word "BUREAU" and other illegible characters.

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THIS AGREEMENT made and entered into this *27th* day of *October*, 1979, by and between the City of Clifton, in the County of Passaic, a municipal corporation of the State of New Jersey, hereinafter referred to as the "City" and The Firemen's Mutual Benevolent Association, Local 21, a corporation of New Jersey, hereinafter referred to as the "FMBA".

WHEREAS, the parties hereto have carried on collective bargaining negotiation 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 I. Recognition and Scope of Agreement

Section 1. The City hereby recognized 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.

Section 2. 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) excluding the Chief of the Fire Department.

Section 3. 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.

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

ARTICLE II. F.M.B.A. Business Leave.

Section 1. Collective bargaining procedures as to the terms and conditions of employment shall be conducted by and duly authorized bargaining agent(s) of each of the parties hereto.

Section 2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either the City or FMBA.

Section 3. The City shall permit the F.M.B.A. and all assigned committees to utilize Fire Department facilities for F.M.B.A. business meetings provided the efficiency and effectiveness of the Department is not in any way detrimentally diminished.

Section 4. (a) The City agrees to grant the necessary time off to the President and official, duly authorized representatives of the F.M.B.A. in accordance with N.J.S.A. 11:26c-4, when conducting official F.M.B.A. business during regular working hours, such as attendance at State F.M.B.A. Conventions, provided reasonable notice is given to the Chief of the Fire Department.

(b) "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 give reasonable notice (not less than 48 hours) to the Chief of the Department."

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

(d). 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.

(e). 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, Secretary and State Delegate, to attend regular monthly meetings of F.M.B.A. Local #21.

Section 5. "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, as it desires, each of whom shall be excused from their work assignments, if necessary, with pay provided same will not detrimentally effect the effective operation of the Fire Department or require recall of off-duty firemen to bring the Department to its proper effectiveness as determined by the Chief of the Fire Department."

Section 6. The F.M.B.A. 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 F.M.B.A. bargaining unit to insure compliance with the terms of this agreement, provided such access does not unreasonably interfere with the Fire Department operations.

ARTICLE III. Rules, Regulations and Procedures.

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 that they are not in conflict with its provisions.

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.

A. The City agrees to deduct from the salaries of its employees covered by this Agreement dues which said employees individually, voluntarily and in writing authorize the City to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9e.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the City written notice thirty (30) calendar days prior to the effective date of such change.

C. The Association will 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.

D. 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 in reliance upon the salary deduction authorization forms submitted by the Association to the City, unless such action taken by the City is not in strict compliance with the Authorization Forms submitted.

E. The City shall remit to the Association, on a quarter annual basis, all monies collected by the dues check-off system.

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 without 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 and 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 practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws 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 R.S. 40, R.S. 40A and R.S. 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 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 or employees, subject, however, to the application of either the Grievance Procedure contained in Article III, or applicable law, 40A:14-19 et seq.

C. The Association will actively discourage and will take all affirmative steps which are necessary to prevent or terminate any strike, work stoppage, walkout or other deliberate interference 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 injunction, 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 the terms and conditions of the Agreement and may be raised by an individual, the F.M.B.A. on behalf of an individual employee or group of employees, or the City.

C. Steps of Grievance Procedure

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

Step One:

The aggrieved shall institute action under the provisions hereof within twelve (12) calendar days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved employee and his

Grievance Procedure (Continued)

next immediate superior who is not a direct party to the grievance, for the purposes of resolving the matter informally. Failure to act within said twelve (12) calendar days shall be deemed to constitute an abandonment of the grievance without prejudice as to the right to file a timely 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 Two:

In the event that the grievance is not resolved to the satisfaction of the aggrieved, at Step One 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 Three:

If such grievance is not resolved to the satisfaction of the aggrieved at Step Two above, the aggrieved shall within five (5) calendar days after the response from the Chief, or his designee, submit the same written grievance to the City Manager or his designee. The City Manager, or his 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 his designee, shall submit a copy of his decision to the aggrieved party and the Association. Failure to hold a hearing or submit an answer in writing within the time structure shall move the grievance to Step Four.

Step Four:

If such grievance is not resolved to the satisfaction of the aggrieved at Step Three above, the aggrieved's remedy shall be by appeal to the Civil Service Commission, the Public Employment Relations Commission or such judicial remedies as may be available.

Grievance Procedure (Continued)

D. The City may institute action under the provisions 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 an earnest effort shall be made to settle the difference between the City and the Association. If such grievance is not resolved, the City's remedy shall be by appeal to the Civil Service Commission, 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 for the Chief, or his designee, a representative from the Association whose presence is required to resolve grievances, shall be released from work without loss of 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.

The employer agrees to permit each employee full inspection and examination without restriction of his personnel file at least twice during each calendar year upon written request by the employee. The inspection shall take place during the employee's off-duty hours and in a private location provided by the employer at reasonable hours during the day. The employer may require that such inspection and examination take place in the presence of the Chief of the Fire Department or his designee and the employee may, at his option, have a third party present during such inspection. The employee shall be permitted to copy all documents contained in his personnel file. 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 it.

ARTICLE IX. Travel Out of The City.

A. 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 such deduction in writing on a form to be provided by and filed with the City Treasurer on or before December 1st of the year next requested.

Holidays (Continued)

Such request may not be changed or revoked during the year for which it is made.

E. An additional two compensatory days at straight time shall be granted to all covered employees of said F.M.B.A. 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 to any city employees other than the members of the F.M.B.A. If the said two compensatory days are not taken during the calendar year these two 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 Department, up to three (3) consecutive calendar days leave without loss of regular pay upon the death of a member of his immediate family.

B. Immediate family shall be defined as to employee's spouse, children, step-children, parents, step-parents, brothers, sisters, step-brothers, step-sisters, grand-parents, father-in-law, mother-in-law, and any blood relation living as a 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 personal days during each year of this Agreement. Request for such personal days shall be great upon reasonable notice to the Chief of the Fire Department, in accordance with past department practice. If the said two personal days are not taken during the calendar year these two 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 will be supplied to the Association President or his representative upon reasonable request.

C. The City reserves the right to change insurance carriers so long as not less coverage is provided.

ARTICLE XIV. Bulletin Boards

A. The City shall permit the F.M.B.A. reasonable use of all Bulletin Boards located in the respective Fire Department facilities for posting notices concerning F.M.B.A. business and activities.

ARTICLE XV. Discrimination and Coercion.

A. There shall be no discrimination by the City or the F.M.B.A. 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 F.M.B.A. or because of any lawful activities by such employees on behalf of the F.M.B.A.. The F.M.B.A., 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 F.M.B.A.

ARTICLE XVI. Vacancies.

A. In the event of vacancies in the ranks of Deputy Chief, Captain, Lieutenant, Firefighter, or Public Safety Officer, due to retirement, death, discharge, promotion or voluntary severance from the Department, such vacancies, when and if the City determines that they should be filled, shall be filled in accordance with existing Civil Service requirements.

B. If no Civil Service list for each of the ranks enumerated in paragraph A exists at the time of such vacancy, the City shall call for such 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 compensatory time for all hours worked in excess of the regular work day, which consists of a 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 his 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 wherever possible.

C. This article shall be of prospective effect only commencing January 1, 1979, and shall not be retroactive prior to said date.

ARTICLE XVIII. Vacations.

A. All vacations 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 anytime between January 1st and December 31st of each calendar year.

C. Vacation leave must be taken during the current calendar year. Any unused vacation resulting from 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 separate periods subject to paragraphs A, B and C above.

ARTICLE XIX. Court Time.

A. Whenever any employee is required to appear in Court during his off-duty 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.

As part of the salary ranges and longevity credit provided in Article XXIII and and Article XXI, the minimum and maximum salaries for member of the Fire-Public Safety Department shall be increased by the sum of \$20.00 for each credit hour completed for which credit is given 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 a course in Firematics for which credit is given in a recognized institution of higher learning. Such additional remuneration shall not be increased by more than \$330.00 in any given calendar year, and such additional remuneration shall not exceed a total of \$1,320.00. Such additional remuneration shall be payable commencing on his first regular payday 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 15th 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 of Baccalaureate Degree in Fire Science.

ARTICLE XXI. Longevity.

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

After five (5) years of service to tenth (10th) year inclusive -	2-1/2 percent of Base Salary per annum
From eleventh (11th) year to fifteenth (15th) year inclusive -	5 percent of Base Salary per annum
From sixteenth (16th) year to twentieth (20th) year inclusive -	7-1/2 percent of Base Salary per annum
From twenty-first (21st) year to twenty-fifth (25th) year inclusive -	10 percent of Base Salary per annum
From twenty-sixth (26th) year to retirement -	12-1/2 percent of Base Salary per annum

B. If an employee's starting date falls between January 1st and June 30th, inclusive, of a given year, his anniversary date for purposes of this Article shall be deemed to be January 1st of that year. When an employee's starting date falls between July 1st and December 31st inclusive, of a given year, his anniversary date for purposes of this Article shall be deemed to be July 1st of that year. This paragraph shall apply prospectively from January 1st, 1979 only, and there shall be no calculating back from that date, nor any retroactive payments.

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, pro-

Longevity (Continued)

vided, however, that such prior full time service shall have been for a period of one year or more.

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

ARTICLE XXII. Health and Life Insurance.

A. The City shall continue to provide, at no cost to the employees, full Blue Cross and Blue Shield coverage, including comprehensive Blue Cross (with Drug-rider \$1.00 co-pay and Rider J. 365 coverage), Prevailing Fee Blue Shield (with P.E. Rider J. 365 coverage) and the current Group Major Medical Insurance for said employees, and through the end of the calendar year during which each attains his or her twenty-third birthday, for all dependent members of the immediate families 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 at N.J.S.A. 54:1-2(f).

B. During 1979, the City will provide an eight thousand, five hundred (\$8,500) Dollar Life Insurance Policy for all employees covered by this Agreement up to the age of 62. For employees ages sixty-two (62) to seventy (70), said insurance shall be five thousand (\$5,000) Dollars. For employees seventy (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 the Article until his or her sixty-fifth (65) birthday if he or she becomes totally and permanently disabled for further duty as a

Health and Life Insurance (Continued)

Firefighter or Public Safety Officer as the direct result of a "traumatic event occurring, during, and a result of the performance of duty" and is awarded an accidental disability retirement benefit by the Police and Firemen's Retirement System.

D. Effective upon the appropriate endorsements of the group policies involved, all Health Insurance Coverages hereinabove more particularly enumerated, provided by the City as of the date hereof for the employees covered by this Agreement shall be extended to cover, during the period between his or her sixtieth (60th) and sixty fifth (65th) birthday, any such employee, who, being qualified for retirement benefits under any such system, shall have retired on or after January 1st, 1979, in compliance with the requirements of the Police and Firemen's Retirement System established and maintained under the laws of the State of New Jersey and who 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 coverage in accordance with the terms of this paragraph shall not qualify therefore 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 between the ages of fifty-five (55) and (60) years will be eligible to pay to the City the annual premium for

Health and Life Insurance (Continued)

such insurance coverage on an annual basis until such employee attains his or her sixtieth (60th) birthday, or is otherwise not eligible for such coverage under the terms of this paragraph.

E. The City may, at its option, change any of the foregoing plans or carriers so long as not less coverage is provided.

ARTICLE XXIII. Salaries.

A. Salaries for the calendar year 1979 shall be increased seven per cent for all employees covered by this Agreement in accordance with Schedule A attached hereto.

B. In addition to the salaries listed in Schedule A attached hereto, all unit employees shall also receive an additional sum of One Hundred and Fifty (\$150.00) Dollars compensation per year.

SCHEDULE A

	<u>STEP ONE</u>	<u>STEP TWO</u>	<u>STEP THREE</u>	<u>STEP FOUR</u>	<u>STEP FIVE</u>	<u>STEP SIX</u>
FIRE FIGHTER	14,186.28	15,037.12	15,887.96			
PUBLIC SAFETY OFFICER	14,186.28	15,037.12	15,887.96	16,738.81	17,589.65	18,440.50
PUBLIC SAFETY OFFICER LIEUTANANT	15,638.82	16,577.52	17,516.23	18,454.94	19,393.65	20,332.35
PUBLIC SAFETY OFFICER CAPTAIN	17,240.09	18,274.11	19,308.12	20,342.15	21,376.17	22,410.19
PUBLIC SAFETY OFFICER DEPUTY CHIEF	19,005.61	20,146.67	21,287.74	22,428.81	23,569.88	24,710.97

ARTICLE XXIV. Clothing Allowance.

A. Each member of the Association shall receive a clothing allowance of three hundred and twenty five (\$325.00) Dollars per year.

ARTICLE XXV. Payment for Disability.

A. The City agrees to pay Association member 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 Firefighter or Public Safety Officer and that such disability is established by the City Physician or his designee.

B. The City, at its option, and upon certification by the City Physician, or his 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 his designee must certify that the Association member is incapable of performing his duties as a Firefighter or Public Safety Officer 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 payments 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 his designee, does not certify that 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 in this Article or by law, no sick leave is to be deemed earned or accumulated by members of the Association. However, solely and exclusively for the purpose of calculating the terminal leave benefit for which he or she is entitled, each member of the Association shall be deemed to have earned fifteen (15) sick days per year to service, which days shall be deemed to accumulate from year to year if not used.

B. Any leave taken in accordance with Article XXV, Payment for Disability, shall utilize any accumulated sick days under Paragraph A of this Article.

ARTICLE XXVII. Death Benefits.

A. The City will include in its 1980 budget the sum of four thousand (\$4,000.00) Dollars out of which sum shall be paid to widows, if any, or, if none, to the estates of covered employees who shall die during 1980, compensation for all unused compensatory time, plus all overtime, holiday and vacation time. This compensation shall be computed at the wage rate at the time of accumulation. This article shall survive the December 31st, 1979 termination of this Agreement.

ARTICLE XXVIII. Legal Counsel.

During the term of this contract, there may arise instances where the City provides, at the City's expense, legal counsel for the defense of a member or members of the Association in accordance with the provisions of N.J.S.A. 40A:14-155. In any such instance, the City agrees to furnish to the Association or the member or members thereof involved a list of attorneys approved by the City to defend any such member or members. The member or members of the Association involved shall have the option of selecting from such list the attorney who shall handle his, her or their defense. During the term of this Agreement, the City agrees to add to such list any additional 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 XXIX. Manpower.

IN ORDER TO PROTECT the health and safety of the employees of the Fire Department and maintain adequate fire protection, the City agrees that there shall be a minimum of three men on all fire apparatus, (i.e., fire engines, snorkel and ladder truck) except in case of unforeseen emergencies.

ARTICLE XXX. Work Week.

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

ARTICLE XXXI. Retroactivity.

All agreements made herein relative to wages and other fiscal benefits as agreed upon subsequent to January 1, 1979 shall be retroactive to January 1, 1979.

ARTICLE XXXIII. Separability and Savings.

A. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation 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 XXXIV. Fully Bargained Provisions.

A. During the term of this Agreement, neither party will be required to negotiate with respect to any 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 XXXV. Terms and Renewal.

This Agreement shall be in full force and effect as of January 1, 1979, and shall remain in effect to and including December 31, 1979. 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 of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals at Clifton, New Jersey on this 3rd day of October, 1979.

CITY OF CLIFTON

By: G. H. B. b
GERALD ZECKER, MAYOR

ATTEST: [Signature]

F.M.B.A. Local #21

By: [Signature]
President

ATTEST: [Signature]

Secretary