

A G R E E M E N T

.Between

CITY OF CLIFTON,
PASSAIC COUNTY, NEW JERSEY

AND

F.M.B.A. LOCAL #21

X January 1, 1980 through December 31, 1982

LIBRARY
of Management and
UNIVERSITY

10/21/80

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THIS AGREEMENT made and entered into this day
of , 1980, 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 con-
cluding 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 City hereby recognizes the FMBA as the sole and exclusive representative of all the employees 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, paid employees or members of the Fire Department of the City of Clifton, New Jersey (now employed or hereafter employed.)

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 UMBA.

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 Vice-President or Treasurer 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, at it desires, 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 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 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) 52:14-15.9e, 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 change 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 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 Clerk.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the City Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e 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 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. A copy of the written notice of the amount of the fair share assessment 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 of the Association, less the cost 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%) per cent 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 activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees 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 1st and July 31st of each year, the Association shall provide advance written notice to the New

Dues Check-off and Agency Shop (Continued)

Jersey Public Employment Relations Commission, the City and to all employee 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. This 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 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 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 he 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 had satisfied itself that the Association is a proper majority representative.

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 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 State 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 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 abandon-

ment 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.

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 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.

A. The employer agrees to permit each employee full examination of his or her personnel file twice during each calendar year upon written prior request by 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 employer.

B. 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 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 contained 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.

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, one of which shall be either the day of death or the day of the funeral of the deceased.

B. Immediately 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 granted upon reasonable notice of 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 substantially similar 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 racial 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 Chiefs, 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.

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

C. Vacation leaves 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.

E. Vacation leaves will be earned in accordance with the following schedule. See Vacation Schedule attached hereto.

VACATION SCHEDULE

Base Pay Including Longevity Under	1st year	2-5 years	6-10 years	11-15 years	16-20 years	20-25 years	Over 25 years
\$18,170	1 working day per month	18	22	24	26	28	30
\$18,171 to \$20,036	1 working day per month	18	24	26	28	30	30
\$20,037 to \$22,082	1 working day per month	18	26	28	30	30	30
\$22,083 to \$24,349	1 working day per month	18	28	30	30	30	30
Over \$24,349	1 working day per month	18	29	30	30	30	30

** These figures to be 8.4% higher 1980*

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.

A. As part of the salary ranges and longevity credit provided in Article XXIII and Article XXI, the minimum and maximum salaries for members 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.

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

1. Associate Degree - \$180.00 for each associate degree to a maximum of \$360.00 in any calendar year and a total remuneration of \$1,500.00 for one (1) associate degree and \$1,680.00 for two (2) associate degrees.

2. B.A. or B.S. degree - \$380.00 in any calendar year up to a total remuneration of \$1,700.00.

3. Master's Degree - \$580.00 in any calendar year up to a total remuneration of \$1,900.00.

C. Such additional remuneration shall be payable com-

College Incentive Pay (Continued)

mencing on his 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 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.

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 year or more.

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

ARTICLE XXII. Health 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. 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 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. All health insurance coverages hereinabove in paragraph A hereof, more particularly enumerated, are hereby extended to cover a period of a maximum of five years after retirement or until the employee's sixty-fifth (65) birthday. For any such employee, who, being qualified for retirement benefits under any such system, shall have retired on or after January 1st, 1980, 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 therefor and shall not be so covered by the City while he or she is employed on a regular basis and such employment provided health insurance coverages not less than those specified in paragraph A hereof above. Any employee qualifying for the above coverage who has exhausted his five 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 insurance coverage on an annual basis until such employee attains his or her sixty-fifth (65) birthday, or is otherwise not eligible for such coverage under the terms of this paragraph.

Health Insurance (Continued)

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

ARTICLE XXIII. Salaries

A. Salary increases for all employees covered under this Agreement shall be as noted below and in accordance with Schedule A for 1980 attached hereto, as follows:

1. 1980 - 8.4% increase.
2. 1981 - 75% of the Consumer Price Index for Metropolitan New York North Eastern New Jersey Urban Wage Earners and Clerical Workers for December, 1980 in relation to December, 1979, within a minimum increase of 6% and a maximum increase of 9.375%.
3. 1982 - 75% of the Consumer Price Index for Metropolitan New York North Eastern New Jersey Urban Wage Earners and Clerical Workers for December, 1981 in relation to December, 1980, with a minimum increase of 6% and a maximum increase of 9.375%.

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

C. Personnel assigned to duties of training Fire Public Safety Department Personnel and Pistol Range Officers will receive a \$300.00 annual stipend.

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	15,377.93	16,300.24	17,222.55			
PUBLIC SAFETY OFFICER	15,377.93	16,300.24	17,222.55	18,144.87	19,067.18	19,989.5
PUBLIC SAFETY OFFICER LIEUTANANT	16,952.48	17,970.03	18,987.59	20,005.16	21,022.72	22,040.2
PUBLIC SAFETY OFFICER CAPTAIN	18,688.26	19,809.14	20,930.00	22,050.89	23,171.77	24,292.6
PUBLIC SAFETY OFFICER DEPUTY CHIEF	20,602.08	21,838.99	23,075.91	24,312.83	25,549.75	26,785.

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 members at their regular rate of pay during periods of disability due to illness 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 by this ordinance or law, no sick leave is deemed to have been earned or accumulated by any member of the Fire Department. However, solely and exclusively for the purpose of calculating the terminal leave benefit for which he or she is entitled, each member of the Fire Department 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 this paragraph.

C. Any officer or employee who shall commence terminal leave on or after January 1, 1979, as provided herein, which terminal leave shall be a prelude to final retirement, shall be entitled to terminal leave benefit of fifty (50%) percent of the sick days earned but not taken upon the condition that he is granted a "retirement" as defined in the Police and Firemen's Retirement System of New Jersey pursuant to the then existing statute.

D. The terminal leave benefit due any employee may be paid to said employee in either of the two 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

Sick Leave and Terminal Leave (Continued)

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 Municipal Budget during the retirement year. The balance, if any, to be paid within sixty 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. Death Benefits

A. The City will include in its 1981 and 1982 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 1981, compensation for all unused compensation 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 31, 1982 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 XIX. 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 XXX. Retroactivity

All agreements made herein relative to wages and other fiscal benefits as agreed upon subsequent to January 1, 1980 shall be retroactive to January 1, 1980.

ARTICLE XXXI. 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 XXXII. 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 XXXIII. Terms and Renewal

This Agreement shall be in full force and effect as of January 1, 1980, and shall remain in effect to and including December 31, 1982. 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 18th day of November, 1980.

CITY OF CLIFTON

By: Gerald Zecker

GERALD ZECKER, MAYOR

ATTEST: [Signature]

F.M.B.A. Local # 21

By: Paul Manning

President

ATTEST: Paul Manning

Secretary