

3-0210

Date - 0 07 31 1973
Approved by City Council
by Ord effective 10/29/73

04-08

A G R E E M E N T

Between

CITY OF CAMDEN,

CAMDEN COUNTY, NEW JERSEY

and

LOCAL NO. 788, INTERNATIONAL ASSOCIATION OF

FIRE FIGHTERS, AFL-CIO

January 1, 1973, through December 31, 1975

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PREAMBLE

This Agreement entered into this day of
1973, by and between the CITY OF CAMDEN, in the County of Camden,
New Jersey, a Municipal Corporation of the State of New Jersey,
hereinafter called the "City", and LOCAL NO. 788, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, hereinafter called the
"Union" represents the complete and final understanding on all bargainable
issues between the City and the Union and is designed to maintain and
promote a harmonious relationship between the City and such of its
employees who are covered by Article I, Recognition, in order that
more efficient and progressive public service may be rendered.

ARTICLE I
RECOGNITION

A. In accordance with the "Certification of Representative" of the Public Employment Relations Commission dated (Docket No. RO-), the City recognizes the Union as the exclusive collective negotiations agent for all employees covered in the aforementioned Certification and more specifically including uniformed firefighters of the Camden Fire Department.

B. Unless otherwise indicated, the terms "Firefighter," "Firefighters," and "Employee," or "Employees," when used in this Agreement refers to all persons represented by the Union in the above defined negotiating unit.

C. The job duties of employees covered by this Agreement shall be as noted in the appropriate Civil Service job descriptions.

ARTICLE II

UNION REPRESENTATIVES

A. Accredited representatives of the Union may enter City Fire Headquarters, Fire Stations, training school and the office of the Director of Public Safety at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances.

B. When the Union decides to have its representative enter the aforementioned City facilities or premises, it will request such permission from the appropriate City representatives and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of City Government or normal duties of employees.

C. Upon the reasonable request therefor, the Union shall be provided with non-confidential information, which may be required in the processing or investigation of a grievance. The classing of material as confidential is not to be done unreasonably.

D. The President of the Union shall be assigned to detail and may devote full time to administering and enforcing the provisions of this Agreement, except insofar as his services are necessary for the efficient operation of the Department.

E. The City hereby agrees to provide Convention leave for four (4) representatives in accordance with R. S.

F. Elected delegates who are scheduled to work during State

I. A. F. F. meetings shall be permitted to attend such meeting and suffer no loss of regular pay thereby.

G. Members of the Executive Board of Local 788 shall be granted time off to attend regular monthly and/or special meetings of Local 788, where such time off will not interfere with operations of the Department. The maximum time off for meetings shall be three (3) hours.

ARTICLE III

DUES DEDUCTION

A. The City agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N. J. S. A. (R. S.) 53:14-15.9e, as amended. Said monies together with records of any corrections shall be transmitted to the Union office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, Union shall furnish to the City written notice 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 Union and signed by the President and Secretary of the Union advising of such changed deduction.

C. The Union will provide the necessary "Check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Director of Finance. The Union 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

Dues Deduction continued:

deduction authorization cards submitted by the Union to the City or in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary of the Union advising of such changed deduction.

ARTICLE IV
MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, 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. To the executive management and administrative control of the City Government and its properties and facilities and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations 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.

C. Nothing contained herein shall be construed to deny or restrict the City of its powers, rights, authority, duties and responsibilities under R. S. 40 and R. S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE V

WORK WEEK AND OVERTIME

A. Work Week

1. The present work schedule shall be continued in effect until December 31, 1975.

B. Overtime

1. Any approved work assignment which requires the presence of a Fire Fighter beyond his regularly scheduled tour of duty shall be considered as overtime.

2. Overtime shall be compensated for at straight time rates in accordance with the following schedule:

0-15 minutes - no compensation;

15-30 minutes - 1/2 hour compensation;

30-60 minutes - one (1) hour compensation, and thereafter in one-half (1/2) hour segments for all time worked.

3. Fire Fighters shall be required to work overtime.

4. Overtime shall be distributed as equitably as may be practical within the bargaining unit.

C. Call-Up

1. In the event of a state of emergency declared by the Mayor or Acting Mayor, as a result of riot or other civil disturbance, where, in the opinion of the Director of Public Safety, or his designee, there

is adequate time for the marshalling of forces, preference in call-up shall be given to Camden Fire Department Firemen. In the event of such call-up, the employees shall be guaranteed a minimum of three (3) hours straight time pay, but may be required to remain on duty for that three (3) hour period.

ARTICLE VI

VACATIONS

A. The annual vacation shall be granted strictly in accordance with seniority in the unit within the Fire Department. The number of men who may be on vacation at the same time shall be determined by the Director of Public Safety or his designee.

B. Fire fighters with less than one (1) year's service shall receive one (1) day with pay for each month of service upon their anniversary date; Fire Fighters with one (1) to six (6) years of service shall receive fifteen (15) days paid vacation; Fire Fighters beginning their seventh (7th) to nineteenth (19th) years' service shall receive twenty (20) days paid vacation; Fire Fighters beginning their twentieth (20th) or more years of service shall receive twenty-five (25) days paid vacation.

C. Vacation time must be taken in the year earned. If the Director of Public Safety certifies that it cannot be taken in the year earned then the Fire Fighter shall have the option to be paid in kind or to take the vacation in the following calendar year. Notwithstanding any provision herein to the contrary any Fire Fighter may accumulate ten (10) days of vacation in a calendar year to be used in the following calendar year.

D. Vacations shall only be granted for continuous uninterrupted service computed from the last date of hire.

E. All payments for accumulated vacation shall be paid at the Fire Fighter rate of pay when earned notwithstanding that the same is

Vacations continued,

paid at a time when the pay scale or rank of the Fire Fighter had -
changed.

ARTICLE VII

HOLIDAYS

A. Fire Fighters shall receive twelve (12) paid holidays per year and said holidays shall be cumulative.

B. Any other paid holidays shall be such holidays as are declared by the Mayor of the City of Camden.

C. The anniversary date shall be the period for which the employee shall receive his holidays. A Fire Fighter shall take three (3) paid holidays in each quarter of the calendar year. In the event the request for a holiday is denied, said holiday time shall be allowed in the following quarter. In the event there are any unused holidays at the end of the year the employee shall be paid in lieu thereof.

D. Fire Fighters may carry over into the following calendar year five (5) accumulated holidays.

E. All payments made for accumulated holidays and vacations shall be paid at the Fire Fighter's rate of pay when earned, notwithstanding that the same is paid at the time when the pay scale or the rank of the Fire Fighter had changed.

ARTICLE VIII

SICK LEAVE

A. Service Credit for Sick Leave

1. All permanent employees, or full time provisional employees, shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be utilized for short periods because of illness in the employee's immediate family, which requires his attendance on the family member.

3. If an employee in the line of duty is incapacitated and unable to work because of an injury, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, as certified by the Police and Fire Surgeon. Such payments shall be discontinued when an employee is placed on disability leave or pension and reduced by any payment received from Workmen's Compensation or other similar plan.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial

appointment; and fifteen (15) working days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the employee's starting time.

(a) Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The City may require proof of illness of an employee on sick leave. Any abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required prior to the employee's return to work.

3. The City may require an employee who has been

absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the City, by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE IX

SERVICE-CONNECTED INJURY

A. Any employee on injury leave, resulting from an injury incurred in the line of duty, shall continue to accrue vacation and sick leave credits while he remains on the payroll.

B. No clothing allowance shall be paid for any person who shall be absent on any leave of absence for six (6) months. In the event such an individual returns to his duties, he shall begin to earn his clothing allowance from that time forward.

ARTICLE X

LIMITED DUTY ASSIGNMENT

A. When a Fire Fighter who has been injured is determined by the Fire Surgeon to be capable of performing limited duty, the City may, in order to keep the Fire Fighter from being removed from the payroll, utilize said Fire Fighter in accordance with such limitations as set by the Fire Surgeon.

B. Such duty shall continue until the Fire Fighter is certified as capable of returning to full duty by the Fire Surgeon.

ARTICLE XI

RULES AND REGULATIONS

A. The City may establish and enforce reasonable and just rules and regulations in connection with its operation of the Fire Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies of new rules and regulations shall be furnished to the Union and opportunity for the discussion of the new rules and regulations shall be afforded to the Union prior to implementation thereof.

B. The Union shall have the opportunity to grieve any new rule for thirty (30) days after its promulgation as to the reasonableness or propriety of said rule or regulation. The foregoing shall not preclude the Union from grieving the application or interpretation of any new rule or regulation in accordance with Article X.

C. It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of Officers and Superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order to instruction as a grievance which shall be handled in

...and regulations continued:

accordance with the Grievance Procedure set forth in Article X of this Agreement.

D. In the event that an employee or employees shall refuse to comply with a rule or regulation, the City shall have the right to take disciplinary action in accordance with departmental regulations.

ARTICLE XII
MINIMUM MANNING

A. The City hereby agrees to maintain, through December 31, 1975, a complement of three (3) men per piece of fire-fighting apparatus of the types currently in use (pumpers and ladders).

B. In cases of unforeseen circumstances, equipment shall remain in service even though one (1) man short of the requirement set forth above, but would not be actively employed in fire-fighting before being augmented by one (1) additional Fireman.

C. Management shall have the right to determine the number of stations and the amount of apparatus to be utilized within the City of Camden.

ARTICLE XIII

NON-DISCRIMINATION

A. There shall be no discrimination by the City or the Union 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 Union or because of any lawful activities by such employee on behalf of the Union. The Union, 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 Union.

ARTICLE XIV

EXTRACONTRACTUAL AGREEMENTS

A. The City agrees not to enter into any other Agreement or Contract with its employees covered by this Agreement, individually or collectively, which in any way would conflict with the terms and conditions set forth in this Agreement.

ARTICLE XV

NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i. e., the concerted failure to report for duty, or willful absence of any employees from their positions, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the City. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, 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 termination of employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the City.

D. Nothing contained in this Agreement shall be construed to limit or restrict the City 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 by the Union or its members.

ARTICLE XVI

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 this Agreement. The parties agree that this procedure shall be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Union or the City.

C. Steps of the Grievance Procedure

All grievances or disputes arising under the terms of this Agreement shall be handled in a manner provided by this section.

Step One

1. An aggrieved employee shall institute action under

the provisions hereof within ten (10) days of the occurrence of the grievance, and an earnest effort shall be made to settle the difference between the aggrieved employee and the appropriate City representatives for the purpose of resolving the matter informally. Failure to act within the said ten (10) days shall be deemed to constitute an abandonment of the grievance. The Union steward may be present at all times when an employee is adjusting his grievance with the City.

2. The appropriate City representative shall render a decision within ten (10) days after receipt of the grievance.

Step Two

1. In the event the grievance is not settled through Step One, it shall then be submitted within five (5) working days to the Supervisory officer at the next level of command in the division of Fire.

2. A Supervisory officer shall have five (5) days in which to render a determination.

Step Three

1. If a grievance is not adjusted through Step Two, it shall then be submitted in writing to the Director of Public Safety. Within five (5) days following the determination through Step Two, the Director or his designated representative shall seek to resolve the grievance with the appropriate Union representatives.

2. The Director or his designee shall have five (5) days in which to render a determination.

Step Four - Arbitration

1. Should the aggrieved be dissatisfied with the decision of the Director of Public Safety, the Union may within ten (10) calendar days request Arbitration. The Arbitrator shall be chosen in accordance with the rules of the American Arbitration Association.

2. However, no Arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Director of Public Safety. In the event the aggrieved elects to pursue his Civil Service procedures in lieu of this Arbitration, the Arbitration hearing shall be canceled and the matter withdrawn from Arbitration. In this event, the Union shall bear the liability for whatever costs may have been incurred in processing the case to Arbitration, provided however, the Union may require any employee to file a bond of sufficient value to cover this contingency.

3. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter any way the provisions of this Agreement or any amendment or supplement thereto or to add new provisions to this Agreement or any amendment or supplement thereto.

4. The costs for the services of the Arbitrator shall be borne equally between the City and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

5. The Arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) days after conclusion of the Arbitration hearing unless agreed to otherwise by the parties.

ARTICLE XVII

DISCHARGE OR DISCIPLINE

A. No employee may be dismissed, suspended or disciplined except in accordance with the rules and regulations of the Civil Service Commission

B. The Union shall be provided with a copy of the notice forwarded to the employee of his disciplinary hearing.

ARTICLE XVIII

MILITARY LEAVES

A. The City agrees to provide military leave for its employees as provided by R. S.

ARTICLE XIX

SPECIAL LEAVES

A. Emergency leave, not to exceed one (1) day per emergency, may be granted upon the presentation of sufficient reason to the employee's supervisor.

B. Civil Service examination for positions in the City of Camden may be taken by Fire Fighters. Men may be excused from duty for the period of the examination, and such travel time to the examination site as necessary, and suffer no loss of regular pay thereby.

C. All special leaves shall be reported to the Officer in command of the respective district or battalion.

ARTICLE XX

BEREAVEMENT LEAVE

A. Employees shall be granted special leave with pay because of a death in his immediate family, including relatives residing in the same household; or the death of a father, mother, grandmother, grandfather, son, daughter, sister, brother, father-in-law, mother-in-law, son-in-law, and daughter-in-law, who resided elsewhere.

B. Funeral leave shall be granted as aforesaid from the date of death until the first tour of duty following interment.

C. Where said death is of other relatives not residing with the employee, said leave shall not exceed one (1) day.

D. Reasonable verification of the event may be required by the City.

ARTICLE XXI

REPORTS OF DEFECTIVE EQUIPMENT

A. Employees shall immediately report all discovered defects in equipment. Such reports shall be made on a suitable form furnished by the City of Camden.

B. The City shall not ask or require any employee to operate equipment that has been determined to be in an unsafe operating condition by appropriate City authorities, until the same has been repaired.

C. The City agrees to have all vehicles inspected and repaired to insure safe operating conditions at least once annually.

ARTICLE XXII

RETIREMENT

- A. Fire Fighters shall retain all pension rights under New Jersey Law and Ordinances of the City of Camden.
- B. Effective January 1, 1973, terminal leave shall be paid at the rate of one-half (1/2) of one (1%) per cent of the last year's salary multiplied by the number of years of service.
- C. Fire Fighters retiring either on the regular pension or disability shall be paid for all accumulated holidays and vacation.

ARTICLE XXIII

CLOTHING ALLOWANCE

- A. All employees shall receive a clothing allowance of \$200.00 per year for the purchase of clothing which shall be payable in semi-annual installments.
- B. No clothing allowance shall be paid for any person who shall be absent on any leave of absence for six (6) months or more.
- C. This allowance shall be retroactive to January 1, 1973.

ARTICLE XXIV

INSURANCE

A. The City of Camden, for the life of this Agreement, shall continue its current insurance program for its employees and their families as follows:

Blue Cross

Blue Shield

Rider J

Major Medical

B. The employer reserves the right to change insurance carriers, so long as substantially similar benefits are provided.

ARTICLE XXV

SALARIES

A. The following salary scale shall be in effect for the term of this Agreement:

	<u>1/1/73</u>	<u>7/1/73</u>	<u>1/1/74</u>	<u>1/1/75</u>
First Year Fire Fighter	9,375	9,875	10,375	10,875
Fire Fighter	10,500	11,000	11,500	12,000

B. The above set forth salary scale shall be retroactive to January 1, 1973.

C. During 1974 and 1975, the regular straight time earnings for each grade of Fire Fighter, as reflected by the salary rates established by the guide above, shall be increased if necessary to be the same as that paid to Patrolmen of equivalent grade.

ARTICLE XXVI

LONGEVITY

A. Effective January 1, 1973, all employees shall receive an increase of their pay as a reward for continuous service and longevity in the Fire Department in accordance with the following schedule. Said payments shall become effective on the anniversary date of employment.

B. Longevity payments shall be paid on December 15 of each calendar year.

	<u>1/1/73</u>	<u>1/1/74</u>	<u>1/1/75</u>
From first through sixth year	0	0	0
From seventh through tenth year	210	230	240
From eleventh through fourteenth year	315	345	360
From fifteenth through twentieth year	420	460	480
After the twentieth year	525	575	600

C. During 1974, and 1975, the longevity earnings for each grade of Fire Fighter shall be increased if necessary to be equivalent to that paid to Patrolmen of equivalent tenure.

ARTICLE XXVII

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.

ARTICLE XXVIII

SEPARABILITY AND SAVINGS

A. The City and the Union recognize the applicability of existing Presidential Executive Orders establishing controls on prices, rents, wages, and salaries and agree to abide fully by their provisions and other applicable present or future Executive Orders or legislation. Therefore, salary or wage increases or other economic changes will be put into effect only to the extent that is legally possible. In the event any or all of the salary increases or adjustments or other economic changes for 1973 or beyond cannot be legally made effective, such increases shall be omitted or proportionately adjusted according to law.

B. If any provision 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 XXIX

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1973, and shall remain in effect to and including December 31, 1975, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, between one hundred twenty (120) and ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Camden, New Jersey, on this ninth day of October, 1973.

LOCAL NO. 788, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS,
AFL-CIO

By: *James P. Carter*

Business Agent

CITY OF CAMDEN

By: *Stewart L. Wilson*

Business Administrator