

AGREEMENT
BETWEEN
CITY OF CLIFTON
PASSAIC COUNTY, NEW JERSEY

AND
F.M.B.A. LOCAL #21

January 1, 2012 through December 31, 2016

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PREAMBLE

THIS AGREEMENT made and entered into this 28 day of April 2014, by and between the CITY OF CLIFTON, in the County of Passaic, State of New Jersey, a municipal corporation of the State of New Jersey, (hereinafter referred to as "City"), and the FIREFIGHTERS' MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 21, a corporation of the State of New Jersey (hereinafter referred to as "FMBA" or "the Association").

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

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

ARTICLE I
RECOGNITION AND SCOPE OF AGREEMENT

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

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

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

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

ARTICLE II
FMBA BUSINESS LEAVE

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

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

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

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

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

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

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

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

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

F. The FMBA President and/or his/her authorized representatives, on their off-duty hours, shall be permitted access to all locations where Fire Department business is being conducted by employees who are covered by this Agreement, provided such access does not unreasonably interfere with the Fire Department operations.

ARTICLE III
RULES, REGULATIONS AND PROCEDURES

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

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

ARTICLE IV
DUES CHECK-OFF AND AGENCY SHOP

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

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

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

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

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

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

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

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

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the FMBA to engage in lobbying activities 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 cannot ordinarily be secured through collective negotiations with the City.

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

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

L. The FMBA shall indemnify, defend and save harmless the City against any and all claims, demands, suits or other forms of liability that shall arise out of or by reasons of action taken by the City, or in reliance upon salary deduction authorization cards or the fair share fee assessment information as provided by the FMBA 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 it has received equal benefits. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association

membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Association, and this Agreement has been executed by the City after it has satisfied itself that the Association is a proper majority representative.

ARTICLE V
MUNICIPAL MANAGEMENT

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

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

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

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

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations, procedures and practice in furtherance thereof, and the use of judgment and discretion, in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Laws and Constitution of the State of New Jersey and of the United States and ordinances of the City of Clifton.

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

ARTICLE VI
MAINTENANCE OF OPERATIONS

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

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

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

D. Nothing contained in this Agreement shall be construed to limit or restrict the City or the FMBA in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunctions or damages, or both, in the event of such breach by the FMBA, its members or the City.

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

ARTICLE VII
GRIEVANCE PROCEDURE

A. Purpose.

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

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

B. Definitions.

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

C. Steps for Grievance Procedure.

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

Step 1:

The FMBA shall institute action in writing to the Fire Chief under the provisions hereof within twelve (12) calendar days after the event giving rise to the grievance occurred and an earnest effort shall be made to settle differences between the FMBA and Fire Chief or designee. Failure to act within said twelve (12) calendar days shall be deemed to constitute an abandonment of the grievance. The Fire Chief or designee 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 Fire Chief or designee. Failure of the Fire Chief to issue a written decision within the time period specified shall move the grievance to Step 2.

Step 2:

If such grievance is not resolved to the satisfaction of the FMBA in Step 1 above, the FMBA shall, within five (5) calendar days after response from the Chief or designee, submit the same written grievance to the City Manager or designee. The City Manager or designee shall hold a hearing on such grievance within fifteen (15) calendar days after submission, and shall have five (5) calendar days thereafter to render a written decision and reasons with respect thereto. The FMBA or a representative of the Association and/or counsel may attend such hearing. The City Manager or designee shall submit a copy of his/her decision to the FMBA. Failure to hold this hearing or submit an answer in writing within the time structure shall move the grievance to Step 3.

Step 3:

A. Within two (2) weeks of the transmittal of the written answer to the grievance by the City Manager to the FMBA, or within four (4) weeks after the matter has been submitted to the City Manager and he/she has not issued a decision, if the grievance is not settled to the satisfaction of both parties, then either the FMBA or the City may request that the grievance be submitted to arbitration as hereinafter set forth.

B. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the City Manager or sooner than thirty (30) days after submission of the grievance to arbitration if the City Manager has not issued a decision.

C. In the event the aggrieved employee(s) elects to pursue Civil Service procedures and invokes his/her individual rights and remedies under Civil Service law, rules and regulations and procedures, the arbitration hearing shall be canceled and the FMBA shall withdraw the grievance from arbitration. An aggrieved employee(s) who elects to have the FMBA pursue a grievance, as his/her collective negotiations representative, to arbitration shall be deemed to have waived his/her right to proceed under Civil Service law, rules, regulations and procedures on the issue(s) being pursued in the grievance arbitration.

D. In the event of any unresolved grievance, either the FMBA or the City may submit such grievance to the New Jersey Public Employment Relations Commission for the appointment of an impartial arbitrator in accordance with its rules and regulations. The arbitrator shall have the authority to hear and determine the grievance, and his/her decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and provisions of the Agreement, or to add to or subtract from the Agreement, and shall decide the dispute within thirty (30) days after the hearing has been closed. The expense of arbitration shall be borne equally by the parties.

E. Grievances initiated by the City shall be filed directly with the FMBA within twelve (12) days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) days after filing a grievance between the representatives of the City and the FMBA in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with the provisions of this Article.

F. Grievance conferences and hearings shall be held at either the Fire Department or City Hall, provided prior permission has been secured from the Chief or designee, and a representative from the FMBA whose presence is required to resolve grievances who 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 Fire Department.

ARTICLE VIII
PERSONNEL FILES

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

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

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

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

ARTICLE IX
TRAVEL OUT OF THE CITY

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

ARTICLE X
HOLIDAYS

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

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

B. Compensatory time shall be granted for these five (5) holidays. Each shift employee shall receive one and one-half (1½) 24-hour workdays per year, while administrative personnel shall receive three (3) workdays per year, 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 ½) for each of the following eight (8) additional holidays. Said payment is reflected in the base pay salaries (addendum A) annexed hereto.

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. Additional compensatory days at straight time. Shift employees shall receive one (1) 24-hour workday and administrative personnel shall receive two (2) workdays, 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 C hereof above), the City's administration give any City employees other than the members of the FMBA. If said compensatory days are not taken during the calendar

year, these days will be accrued by members of the said Association.

E. Effective January 1, 2014 employees may use compensatory days in 12-hour (0800-2000 or 2000-0800) or 24-hour (0800-0800) blocks.

F. Effective January 1, 2014 compensatory days in paragraph D above can no longer be accrued.

ARTICLE XI
BEREAVEMENT LEAVE

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

B. "Immediate family" shall be defined as the employee's spouse, children, stepchildren, parents, stepparents, brothers, sisters, stepsisters, stepbrothers, grandparents, 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 will receive personal days during each year of this Agreement. One (1) 24-hour workday for shift employees and two (2) workdays for administrative personnel. A request for such personal days shall be granted, upon reasonable notice to the Chief of the Fire Department, in accordance with past department practice. If the said personal days are not taken during the calendar year, these 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.

C. Effective January 1, 2014, all employees will no longer receive Personal days, and said days are reflected in attached Addendums.

ARTICLE XIII
INTENTIONALLY DELETED

ARTICLE XIV
BULLETIN BOARDS

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

ARTICLE XV
DISCRIMINATION AND COERCION

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

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

ARTICLE XVI
VACANCIES

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

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

ARTICLE XVII
PROMOTIONAL PROCEDURE

A. The position of persons currently on terminal leave status who have completed their active duty shall be filled by promotion forthwith in accordance with present promotional procedures.

B. Persons so promoted to positions technically occupied by officers on terminal leave status shall continue to receive the pay and benefits of their prior rank, unless and until one of the following events occurs, in which case they shall immediately receive from that point forward the pay and benefits of the newly promoted position.

1. The Employee on terminal leave status completes said Employees respective terminal leave.

2. The Mayor and Council of the City of Clifton provide the full compensation of the newly promoted rank position.

C. In the event either (1) or (2) above occurs, the Municipal Council will provide the funds in future years budget to cover the additional costs for the officers promoted.

D. The FMBA and the promoted Employee hereby waive all rights to file any grievance, unfair labor practice, or other action as a result of this Agreement.

E. Notwithstanding the foregoing, effective October 17, 2007, the first person promoted shall receive the first available pay when the first funds become available, regardless of the date that may appear on the waiver form executed by the member. The promoted without pay practice is optional on the part of the City and the FMBA will not prosecute any grievance on behalf of any future member that is compensated in accordance with the above promotional procedure.

F. It is understood that placement on the salary schedule (Addendum C) shall be determined based on the date of promotion.

ARTICLE XVIII
OVERTIME

A. The City agrees that overtime, at the rate of time and one-half (1 ½) of the employee's regular base rate of pay shall be paid to all employees covered by this agreement for all hours worked in excess of the regular work day, Twenty-four (24) hours for shift employees and eight (8) hours for administrative personnel.

B. All overtime earned under this Article shall be paid in cash for actual time worked and shall be paid not later than the second pay period after the overtime is earned, except as set forth in the Memorandum of Understanding between the City of Clifton and FMBA Local No. 21, Docket No. AR-98-14 (GRV: OVERTIME) dated July 16, 1998.

ARTICLE XIX
VACATIONS

A. All vacation leaves shall be governed by the revised ordinances of the City of Clifton.

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

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

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

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

D. Vacation leaves may be taken by any member of the Association in three (3) separate periods subject to paragraphs A, B and C above. Effective January 1, 2014 this subparagraph shall be eliminated on a one year trial basis. If this contract change creates scheduling problems or causes an increase in overtime cost it may be reinstated in the contract, during the trial period, at the discretion of the Chief.

E. All Lieutenants, Captains, Deputy Chiefs receive the maximum vacation leave

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

1. Shift Employees

<u>1st year</u>	<u>2-5</u>	<u>6-10</u>	<u>11-15</u>	<u>16+</u>
Prorated	5	6	7	8
	(24 hr. days)	(24 hr. days)	(24 hr. days)	(24 hr. days)

2. Administrative Personnel:

<u>1st year</u>	<u>2-5</u>	<u>6-10</u>	<u>11-15</u>	<u>16+</u>
1	18	24	28	30
working day per month	calendar days	calendar days	calendar days	calendar days

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

ARTICLE XX
COURT TIME

A. Whenever any employee is required to appear in court during his/her off-time in any criminal action or criminal legal proceeding arising out of or incidental to the performance of his/her duties, said employee shall receive overtime pay, in cash, at the rate of time and one-half ($1 \frac{1}{2}$) 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 XXI
COLLEGE INCENTIVE PAY

A. As part of the salary ranges and longevity credit provided in Articles XXII and XXIV, the salaries for members of the Fire Department shall be increased by the sum of twenty (\$20.00) dollars for each credit hour completed for which credit towards a degree or Associate's 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's Degree in Fire Science or for each credit hour completed in the course in firematics for which credit is given in a recognized institute of higher learning.

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

1. Associate's Degree - One hundred eighty (\$180.00) dollars for each associate degree to a maximum of three hundred sixty dollars (\$360.00) in any calendar year and a total remuneration of one thousand five hundred dollars (\$1,500.00) for one (1) Associate's Degree and one thousand six hundred eighty dollars (\$1,680.00) for two (2) Associate's Degrees.

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

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

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

ARTICLE XXII
LONGEVITY

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

- After five (5) years of service to tenth (10th) year inclusive, two and one-half (2 ½) percent of base salary per annum.

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

- From sixteenth (16th) year to twentieth year (20th) year inclusive, seven and one-half (7 ½) percent of base salary per annum.

- From twenty-first (21st) year to twenty-fourth (24th) year inclusive, ten (10) percent of base salary per annum.

- From twenty-fifth (25th) year to retirement, twelve and one-half (12 ½) percent of base salary per annum.

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

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

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

E. All longevity pay increases pursuant to Paragraph A and B above, shall take effect on the first day of the pay period that includes January 1st or July 1st of each year,

whichever is applicable to the particular employee involved pursuant to Paragraph B.

F. Employees hired on or after January 1, 2014 will not be eligible to receive longevity payments.

ARTICLE XXIII
HEALTH INSURANCE

A. **Hospitalization, Medical and Dental Coverage**

1. The City shall continue to provide, at no cost to the employee and their spouse and dependents, except as modified herein, the City of Clifton self-insured medical and hospitalization package known as PPO (Preferred Provider Option) which includes drug rider and major medical insurance.

2. Effective August 1, 2012, the City offered, at the employee's option, two (2) additional health benefit plans, the DA (Direct Access) and the EPO (Essential Provider Option), including the prescription plan in effect as of the date of this contract.

3. **Dental Coverage:** The City will continue to provide for each member of the Department, the current group Blue Cross/Blue Shield Dental Plan including orthodontic benefits, for the term of this Agreement or a plan that is equal to or better.

4. Copies of all policies affecting the employees covered by this Agreement shall be on file and available for inspection at the office of the City Clerk of the City of Clifton.

B. **Conditions.**

The following conditions shall apply to the hospitalization and medical coverage provided by the City:

1. **Deductibles (Out-of-Network):** The PPO medical deductible is \$150.00 for an individual and \$300.00 for a family. Effective March 1, 2014 the PPO medical deductible shall increase to \$200.00 for an individual and \$400.00 for a family. The DA and EPO medical deductibles shall be \$150 for an individual and \$300 for a family.

2. **Physician Co-Pays:** Effective March 1, 2014, the PPO physician visit co-pay shall be increased from Fifteen Dollars (\$15.00) to Twenty Dollars (\$20.00) per visit. The DA and EPO physician visit co-pay shall be Ten Dollars (\$10.00) per visit.

3. **Prescription Drug Co-Pays:** For the purpose of the City providing prescription coverage to Employees, the co-pay for each prescription for "non-generic" drugs shall be increased from Fifteen Dollars (\$15.00) to Twenty Dollars (\$20.00),

effective March 1, 2014. There shall be no co-pay for "generic" prescriptions.

4. Employee Contributions: Effective January 1, 2012 all employees will pay a contribution to health insurance premiums, including prescription and dental, based upon pensionable base salary in accordance with the provisions of P. L. 2010, c. 2 and P.L. 2011, c. 78 which are incorporated by reference as if set forth herein at length.

5. Dependent Coverage: All health insurance (medical, prescription and dental) coverage hereinabove in Paragraph A are hereby extended to cover, to the extent hereinafter more particularly set forth, all dependent members of the immediate families of all of the Employees of the City of Clifton. Such insurance coverage shall be extended to cover, through the end of the calendar year during which each attains his or her twenty sixth (26th) birthday, all of the dependent members of the immediate families of the City's Employees who are full time students at a recognized, certified, secondary school or institution of higher learning pursuing a prescribed course of study at any 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(d).

C. Life Insurance. The City will provide a ten thousand (\$10,000.00) dollar life insurance policy for all employees covered by this agreement, up to the age of 62. For employees ages 62 to 70, said insurance shall be five thousand (\$5,000.00) dollars. For employees 70 and up, the amount of said life insurance shall be two thousand five hundred (\$2,500.00) dollars; and a one thousand (\$1,000.00) dollar policy shall be provided to all retired employees for the first five (5) years of retirement only.

D. Coverage For Certain Disabled Employees. 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 (65th) birthday if he or she becomes totally and permanently disabled for further duty as a Firefighter as the direct result of a "traumatic event occurring, during, and a result of the performance of duty" and is awarded an accidental disability retirement benefit by the Police and Firemen's Retirement System.

E. Retiree Coverage: Effective January 1, 1990, and consistent with applicable law, all health insurance coverage set forth in Paragraph A hereof are hereby extended to cover the period from the date of an employee's retirement to such

employee's death. To be eligible for such health insurance coverage, an employee, must have been qualified for retirement benefits and must have retired on or after January 1, 1990, in compliance with the requirements of the Police and Fireman's Retirement System established and maintained under the laws of the State of New Jersey. Any such retired employee otherwise qualified for such coverage in accordance with the terms of this paragraph shall not be so covered by the City during the time he or she is employed on a regular basis and such employment provides health insurance coverage not less than those specified in paragraph A above. Nothing in this agreement shall affect the benefits currently being received by retirees.

F. **New Employee Coverage.** New employees will be covered by all insurance benefits on their first day of regular employment.

G. **Changes in Plans or Carriers.** The City may, at its option, change the Horizon Blue Cross/Blue Shield Preferred Provider Option Plan and/or carriers so long as the coverage provided is equal to or better than that currently provided under the Horizon Blue Cross/Blue Shield PPO (Preferred Provider Option) Plan Document dated 02-18-2005. This "equal to or better than" standard shall apply to any and all future action(s) by the City with regard to its medical insurance plan and/or carrier for Local 21 members. It shall also be the standard that the arbitrator must apply in all future mediations and/or arbitrations involving such insurance.

H. **Medicare Premiums.** FMBA members and their spouse, if applicable, shall continue to be responsible for payment of the costs of their Medicare premiums upon attaining Medicare eligibility, and shall be required to enroll in both Medicare Part A and Medicare Part B and to pay the full amount of the premiums for both. Upon such enrollment in Medicare the City's Medical plan will become secondary to Medicare. Should an eligible member or spouse fail to enroll in both Medicare Part A and Medicare Part B, the employee's (or spouse's) medical plan benefits through the City's medical plan shall be reduced by the amount that Medicare would have paid had the member enrolled.

I. **Coverage if Killed in Line of Duty.** In the event that a member is killed in the line of duty while employed with the City of Clifton Fire Department, the City shall

provide hospitalization and medical coverage, and all other existing insurances including prescription coverage, for the member's spouse until the spouse becomes eligible for Medicare and for all dependent members of the immediate family of the deceased member in accordance with the terms of the Agreement. Death "in the line of duty" shall be defined as death of a member in active service as a result of an accident met in the actual performance of duty at some definite time and place, and such death was not the result of the member's willful negligence.

J. **Coverage For Non-Line of Duty Death.** In the event that a member dies while employed with the City of Clifton Fire Department while not in the line of duty, or any retired member that dies prior to age 65, the City shall provide all hospitalization and medical coverage, and all other existing insurances including prescription coverage, for the spouse and dependent children of the deceased member or retiree as set forth in Paragraph A of this Article, for two years from the date of the member or retiree's death. It is expressly understood that this provision shall not apply to any member or retiree who dies while engaged in or as a result of his or her unlawful act. After the conclusion of the two year period, the spouse and dependents of the deceased member or retiree shall be entitled to purchase medical benefits at their own expense pursuant to COBRA.

K. **COBRA Rights:** Spouses of retired employees and eligible dependent children of retired employees, at the expiration of the City's requirement to provide health insurance benefits following the death of the retired employee, may purchase medical benefits through the Consolidated Omnibus Reconciliation Act of 1985 (C.O.B.R.A.) program at their own expense in accordance with applicable C.O.B.R.A. guidelines.

L. **Health Insurance Opt-Out:** Employees that receive the City's health insurance coverage shall be eligible for an opt-out bonus when they waive the City's health insurance coverage subject to the following procedures and limitations:

1. Employees who have other available health insurance, other than through another City employee, will have the opportunity during the annual open enrollment period in June of each year to elect to waive the City's health insurance coverage effective on July 1 of that year.

2. Any employee who waives health insurance coverage as provided for above shall be entitled to an opt-out bonus of twenty five percent of the net savings to the City on account of the waiver, or \$5,000.00, whichever is less. The waiver terms are fully set forth in the City of Clifton Policy for Waiver of Health Insurance Coverage Sharing of Premium Savings.

3. This opt out bonus shall be paid in twenty-six (26) equal installments annually, with one installment paid every two (2) weeks along with the regular payroll beginning with the first payroll date in July of the applicable year.

4. If the employee is terminated or leaves employment with the City for any reason after becoming entitled to the opt-out bonus, the employee's entitlement to continue receiving installments pursuant to subparagraph 3 above shall cease upon the effective date of the employee's termination or last date of employment with the City. The employee's last installment of the opt-out bonus, therefore, shall be prorated based upon the employee's last date of employment with the City.

5. To be eligible for the opt-out bonus, the employee must provide proof of alternative health insurance coverage for the employee, and, if applicable, for any eligible dependents.

6. An employee who has waived the City's health insurance coverage during the annual open enrollment period may opt back in upon thirty (30) days' written notice to the City. The written notice must set forth the changed circumstances that now require the employee to receive health insurance coverage through the City in accordance with the terms of the Agreement. The employee's entitlement to installments toward the opt-out bonus shall cease upon the effective date that the employee's City-provided health insurance coverage is reinstated. Any employee who opts back in after receiving the opt-out bonus installments must reimburse the City for the pro-rata share of the opt-out bonus to which the employee is no longer entitled.

ARTICLE XXIV

SALARIES

A. The salary schedules annexed hereto as Addendum A, A-1, B and C shall modify and supplement the salary schedule contained in the January 1, 2007 through December 31, 2011 collective bargaining agreement as follows:

1. Effective January 1, 2012, - 0%

Thereafter, the top step salary level for firefighters, lieutenants, captains and deputy chiefs as set forth on Addendum A, A-1 and C shall be increased as follows:

2. Effective January 1, 2013 - 1%
3. Effective July 1, 2013 - 1%
4. Effective January 1, 2014 - 1%
5. Effective July 1, 2014 - 1%
6. Effective January 1, 2015 - 1%
7. Effective July 1, 2015 - 1%
8. Effective January 1, 2016 - 1%
9. Effective July 1, 2016 - 1%

The aforesaid increases are reflected in ADDENDUM A, A-1 and C annexed hereto.

B. In addition to the salaries listed in Paragraph A herein, all unit employees certified in EMT and Defibrillator, who are assigned to or are available for that duty, shall also receive an additional sum of one thousand five hundred (\$1,500.00) dollars compensation per year, commencing as of January 1, 1996. Effective January 1, 2007 EMT + defibrillator pay as set forth in this Section shall be in the 2007 base pay of the applicable employees. This shall not be subject to the 4% increase for 2007 and shall not impact 2007 overtime pay. The EMT + defibrillator pay shall increase by \$250 effective January 1, 2010 and by \$250 on January 1, 2011 and shall be in base pay for applicable employees. These amounts are reflected the Addendums.

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

per year. Effective January 1, 2014 this additional annual payment shall be reflected in the Addendums.

D. If an employee's starting date falls between January 1 and June 30th, inclusive, of a given year, his/her anniversary date for the purposes of this Article shall be deemed January 1st. When an employee's, starting date falls between July 1 and December 31st, inclusive, of a given year his/her anniversary date for the purpose of this Article shall be deemed to be July 1st. All increment step increases set forth in Addendum A will take effect each year on the first day of the pay period that includes January 1st or the pay period that includes July 1st, whichever is applicable to the particular employee involved based on their anniversary date.

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

F. New Hires – Employees hired on or after January 1, 2014 shall be placed on the salary guide attached as Addendum B and there shall be no increases in that salary guide except that effective July 1, 2016 the maximum rate shall be increased to \$105,351.00 by way of an additional step.

G. New Promotees – Effective January 1, 2014 employees promoted to the ranks of Lieutenant, Captain or Deputy Chief will be placed on the salary guide attached as Addendum C and in accordance with Article XVII, Section F.

H. HAZ-MAT Technician Pay. There shall be HAZ-MAT Technician pay of \$500.00.

The above pay is paid to members who successfully complete OSHA or NFPA Hazardous Materials Technician Training Class, participate in annual refresher training and comply with the required medical surveillance program. The Haz-Mat payment is made once per year on the first pay day in February.

I. Except as provided for section B above, there shall be a rank differential of 12% maintained at the maximum salary levels between the ranks of Firefighter and Lieutenant, Lieutenant and Captain, and Captain and Deputy Chief. The parties agree that the foregoing is accurately reflected in Addendum A, A-1 and C.

ARTICLE XXV
CLOTHING ALLOWANCE

Each member of the FMBA shall receive an annual clothing allowance as follows:

2012 -	\$525
2013 -	\$525
2014 -	\$550
2015 -	\$575
2016 -	\$600

ARTICLE XXVI
PAYMENT FOR DISABILITY

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

B. The City, at its option, and upon certification by the City Physician or designee, may extend the disability pay for no more than three (3) additional separate periods not exceeding three (3) months each; the City Physician or designee must certify that the FMBA member is incapable of performing his/her duties as a firefighter 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/her regular salary and any compensation, disability or other payments received from other sources. At the City's option, the employee shall either surrender and deliver any compensation, disability or other payment to the City and receive his entire salary payment or the City shall only pay the difference.

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

ALTERNATIVE ASSIGNMENTS/ADMINISTRATIVE DUTY

E. Notwithstanding the foregoing, this article shall cover those circumstances when an employee is ill, injured or otherwise under a physician's care and is unable to perform all of the line functions normally performed by Firefighters/Fire Officers. This article provides an opportunity for such an employee to report to work and avoid utilization of sick time or injured on duty time by being placed on alternative assignment status. There shall not be any differentiation in alternative assignment availability based upon whether or not the cause of the employee's condition is duty related or not. Available alternative assignments as determined by foregoing document shall be made available to all Firefighters/Fire Officers falling into these categories subject to the ability of the individual to perform the required duty as determined by the provisions of Section 2 hereunder.

The following conditions shall control alternative assignment status:

1. An employee shall not be compelled to work if he/she is unable to walk unassisted.
2. An employee shall be authorized for alternative assignment by his/her treating physician and the physician for the City of Clifton. In the case where the two medical opinions differ, the City physician and the treating physician shall mutually appoint an independent physician whose opinion shall govern. The City shall provide in advance to all treating physicians mentioned above, a description of the available alternative assignment/administrative duty, including but not limited to, a description of any and all physical requirements of the particular assignment.
3. Transportation to and from work within the borders of the City of Clifton shall be provided by the City if the officer is unable to transport himself as determined by the treating physician(s) mentioned in paragraph two above. The transportation shall not be unreasonably delayed to require the employee to remain at work beyond the conclusion of his/her administrative assignment.

4. An employee on alternative assignment status shall be permitted all necessary time off for physician visits, therapy or any other treatment related purpose. Employees who suffer an on-the-job injury shall not lose time or compensation for all such medical visits. However, those officers not injured on the job must utilize their available paid leave time or not get paid for all time spent in such medical visits. For purposes of this contract article, an on-the-job injury shall be defined in accordance with the New Jersey Workers Compensation Laws governing injuries which occur during the course of and which arise out of the employment.

5. An employee offered alternative assignment shall have a certification from the doctor that, the employee will be able to return to full employment within one year of the date of the injury or illness provided no unforeseen complications develop.

This provision is intended to separately apply to each distinct injury or illness suffered by an employee or where an employee suffers a reoccurrence of an injury or illness of the same condition caused by an independent event. In all such cases, the one year provision described herein shall run anew.

ARTICLE XXVII
SICK LEAVE AND TERMINAL LEAVE

A. Except as otherwise provided by ordinance or law, no sick leave is deemed to have been earned or accumulated by any member of the FMBA. However, solely and exclusively for the purpose of calculating the terminal leave benefits for which he or she is entitled, each member of the Fire Department covered by this Agreement shall be deemed to have earned fifteen (15) sick days per year of service, which days shall be deemed to accumulate year to year if not used. For sick and terminal leave purposes a 12-hour period equals one (1) day.

If a member becomes sick after he/she reports for work, the time remaining on his/her shift shall be deducted from his/her sick time bank.

B. Any leave taken due to illness or injury shall utilize any accumulated sick days pursuant to Section A. Under the 24/72 work schedule, the fifteen (15) sick days per year shall be usable in fifteen (15) 12-hour increments.

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

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

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

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

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

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

3. Any employee selecting the lump sum method of payment of the terminal leave benefit waives any rights to benefits which may have been or will be negotiated after his/her retirement date, except that he or she shall receive the salary increase set forth herein if the contract is retroactive to a date prior to his or her date of retirement.

ARTICLE XXVIII
LEGAL COUNSEL

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

ARTICLE XXIX
WORK WEEK

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

ARTICLE XXX
PROBATIONARY EMPLOYMENT

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

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

ARTICLE XXXI
SEPARABILITY AND SAVINGS

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

ARTICLE XXXII

STAFFING

A. The Chief shall advise the FMBA in writing, on a quarterly basis of the setting of manning and staffing levels for bargaining unit personnel.

B. Any employee can use accrued compensatory time in any increment up to 24 hours

C. The policy of allowing up to five (5) employees time off per shift shall continue. Beginning January 1, 2014 the policy of allowing up to five (5) employees time off per shift from the Friday before Memorial Day through September 30, the Thursday prior to Easter through and including the Sunday after Easter, the Saturday prior to Thanksgiving through and including the Sunday after Thanksgiving and from December 19th through and including New Year's Day shall continue. For the remaining days during the calendar year, up to four (4) employees shall be allowed time off per shift.

D. Prior to the workday, employees may use vacation days, comp days or compensatory time on the books in accordance with paragraph C above. Once time off has been granted, the request is final. Notwithstanding the foregoing, compensatory time/day may be used on an emergency basis subject to the Fire Chief or designee approval and consistent with prior departmental practice with emergency use of a personal day.

E. On the workday, the shift can go down to the staffing minimum of 26 employees. The member requesting accrued compensatory time off must report for roll call on that date and if available shall be granted time off. Said time off can be limited or denied based upon the goals and objectives of the day. The goals and objectives of the day shall include refresher and/or specialized training, work skills and experience, specialized assignments based on skills and qualifications, emergencies (i.e. state or federally declared weather related, etc.)

ARTICLE XXXIII
DRUG POLICY

Agreement is to be reached on this by way of separate discussions and negotiations between Local No. 21 and Clifton.

ARTICLE XXXIV

24 HOUR TOUR

A. As per the award of Arbitrator Glasson (IA-99-69) and modified by PERC all shift employees will work a 24-hour workday (8am-8am) followed by 72 hours off.

ARTICLE XXXV
FULLY BARGAINING 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 XXXVI
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2012, and shall remain in effect to and including December 31, 2016. This Agreement shall continue in full force and affect from year to year thereafter, unless either party gives notice to the other in writing, pursuant to statutory requirements of the New Jersey Public Employer-Employee Relations Act, of a desire to change, modify or terminate this Agreement.

ARTICLE XXXVII
RETROACTIVITY

Except as otherwise provided herein, all benefits shall be retroactive to January 1, 2012.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals in Clifton, New Jersey, on this 28 day of APRIL 2014.

ATTEST:

CITY OF CLIFTON

BY: Nancy Ferrigno
Nancy Ferrigno, City Clerk

BY: James Anzaldi
James Anzaldi, Mayor

ATTEST:

FMBA LOCAL NO. 21

BY: Edward Polak
Edward Polak, Secretary

BY: Robert DeLuca
Robert DeLuca, President
4-28-2014

ADDENDUMS

There shall be a new top step created effective January 1, 2013 and applicable only to those hired before January 1, 2014 (Addendum A and A-1). An academy step is established in Addendum A-1 prior to Step 1 at an annual rate of \$37,682.00. This academy step is the rate that an employee hired between January 1, 2012 and December 31, 2013 shall receive while in the Fire Academy. Upon successful completion of the Fire Academy the new hire shall move to Step 1. For employees hired on or after January 1, 2014 the Academy rate is established at \$30,000.00 as set forth in Addendum B, and upon successful completion of the Fire Academy the new hire shall move to Step. 1.

ADDENDUM A

Employees Hired Prior to 1/1/2008 Entitled to EMT

	1/1/2012	1/1/2013	7/1/2013	1/1/2014	7/1/2014	1/1/2015	7/1/2015	1/1/2016	7/1/2016
Step 1	42,428	42,428	42,428	43,277	43,277	43,277	43,277	43,277	43,277
Step 2	56,743	56,743	56,743	57,828	57,828	57,828	57,828	57,828	57,828
Step 3	68,731	68,731	68,731	70,014	70,014	70,014	70,014	70,014	70,014
Step 4	76,265	76,265	76,265	77,672	77,672	77,672	77,672	77,672	77,672
Step 5	83,798	83,798	83,798	85,329	85,329	85,329	85,329	85,329	85,329
Step 6	91,334	91,334	91,334	92,989	92,989	92,989	92,989	92,989	92,989
Step 7	95,640	95,640	95,640	97,340	97,340	97,340	97,340	97,340	97,340
Step 8	95,640	96,596	97,562	100,238	101,240	102,253	103,275	104,308	105,351
Lt.	106,842	107,911	108,990	111,980	113,100	114,231	115,373	116,527	117,692
Capt.	119,387	120,581	121,787	125,105	126,356	127,620	128,896	130,185	131,487
Dep. Chief	133,439	134,773	136,121	139,782	141,180	142,592	144,018	145,458	146,912

Employees Hired Prior to 1/1/2008 Not Entitled to EMT

	1/1/2012	1/1/2013	7/1/2013	1/1/2014	7/1/2014	1/1/2015	7/1/2015	1/1/2016	7/1/2016
Step 1	40,134	40,134	40,134	40,945	40,945	40,945	40,945	40,945	40,945
Step 2	54,449	54,449	54,449	55,496	55,496	55,496	55,496	55,496	55,496
Step 3	66,438	66,438	66,438	67,683	67,683	67,683	67,683	67,683	67,683
Step 4	73,971	73,971	73,971	75,340	75,340	75,340	75,340	75,340	75,340
Step 5	81,505	81,505	81,505	82,998	82,998	82,998	82,998	82,998	82,998
Step 6	89,041	89,041	89,041	90,658	90,658	90,658	90,658	90,658	90,658
Step 7	93,346	93,346	93,346	94,996	94,996	94,996	94,996	94,996	94,996
Step 8	93,346	94,279	95,222	97,824	98,802	99,790	100,788	101,796	102,814
Lt.	104,548	105,594	106,650	109,566	110,662	111,769	112,886	114,015	115,155
Capt.	117,093	118,264	119,447	122,691	123,918	125,157	126,409	127,673	128,950
Dep. Chief	131,145	132,456	133,781	137,369	138,743	140,130	141,531	142,947	144,376

ADDENDUM A-1

**Employees Hired After 1/1/2008
Entitled to EMT**

	1/1/2012	1/1/2013	7/1/2013	1/1/2014	7/1/2014	1/1/2015	7/1/2015	1/1/2016	7/1/2016
Academy	37,682	37,682	37,682	38,453	38,453	38,453	38,453	38,453	38,453
Step 1	42,428	42,428	42,428	43,277	43,277	43,277	43,277	43,277	43,277
Step 2	49,585	49,585	49,585	50,552	50,552	50,552	50,552	50,552	50,552
Step 3	56,743	56,743	56,743	57,828	57,828	57,828	57,828	57,828	57,828
Step 4	68,731	68,731	68,731	70,014	70,014	70,014	70,014	70,014	70,014
Step 5	76,265	76,265	76,265	77,672	77,672	77,672	77,672	77,672	77,672
Step 6	83,798	83,798	83,798	85,329	85,329	85,329	85,329	85,329	85,329
Step 7	91,334	91,334	91,334	92,989	92,989	92,989	92,989	92,989	92,989
Step 8	95,640	95,640	95,640	97,340	97,340	97,340	97,340	97,340	97,340
Step 9	95,640	96,596	97,562	100,238	101,240	102,253	103,275	104,308	105,351
Lt.	106,842	107,911	108,990	111,980	113,100	114,231	115,373	116,527	117,692
Capt.	119,387	120,581	121,787	125,105	126,356	127,620	128,896	130,185	131,487
Dep. Chief	133,439	134,773	136,121	139,782	141,180	142,592	144,018	145,458	146,912

**Employees Hired After 1/1/2008
Not Entitled to EMT**

	1/1/2012	1/1/2013	7/1/2013	1/1/2014	7/1/2014	1/1/2015	7/1/2015	1/1/2016	7/1/2016
Academy	37,682	37,682	37,682	38,453	38,453	38,453	38,453	38,453	38,453
Step 1	40,134	40,134	40,134	40,945	40,945	40,945	40,945	40,945	40,945
Step 2	47,291	47,291	47,291	48,221	48,221	48,221	48,221	48,221	48,221
Step 3	54,449	54,449	54,449	55,496	55,496	55,496	55,496	55,496	55,496
Step 4	66,438	66,438	66,438	67,683	67,683	67,683	67,683	67,683	67,683
Step 5	73,971	73,971	73,971	75,340	75,340	75,340	75,340	75,340	75,340
Step 6	81,505	81,505	81,505	82,998	82,998	82,998	82,998	82,998	82,998
Step 7	89,041	89,041	89,041	90,658	90,658	90,658	90,658	90,658	90,658
Step 8	93,346	93,346	93,346	94,996	94,996	94,996	94,996	94,996	94,996
Step 9	93,346	94,279	95,222	97,824	98,803	99,791	100,789	101,797	102,814
Lt.	104,548	105,593	106,649	109,566	110,662	111,768	112,886	114,015	115,155
Capt.	117,093	118,264	119,447	122,691	123,918	125,157	126,409	127,673	128,949
Dep. Chief	131,145	132,456	133,781	137,369	138,743	140,130	141,531	142,947	144,376

ADDENDUM B

Employees Hired On or After
January 1, 2014

	1/1/2014	7/1/2014	1/1/2015	7/1/2015	1/1/2016	7/1/2016
Academy	30,000	30,000	30,000	30,000	30,000	30,000
Step 1	34,825	34,825	34,825	34,825	34,825	34,825
Step 2	39,650	39,650	39,650	39,650	39,650	39,650
Step 3	44,475	44,475	44,475	44,475	44,475	44,475
Step 4	49,300	49,300	49,300	49,300	49,300	49,300
Step 5	54,125	54,125	54,125	54,125	54,125	54,125
Step 6	58,950	58,950	58,950	58,950	58,950	58,950
Step 7	63,775	63,775	63,775	63,775	63,775	63,775
Step 8	68,600	68,600	68,600	68,600	68,600	68,600
Step 9	73,425	73,425	73,425	73,425	73,425	73,425
Step 10	78,250	78,250	78,250	78,250	78,250	78,250
Step 11	83,075	83,075	83,075	83,075	83,075	83,075
Step 12	87,900	87,900	87,900	87,900	87,900	87,900
Step 13	92,725	92,725	92,725	92,725	92,725	92,725
Step 14	101,000	101,000	101,000	101,000	101,000	101,000
Step 15						105,351

ADDENDUM C

New Promotees On and After January 1, 2014
Entitled to EMT

	1/1/2014	7/1/2014	1/1/2015	7/1/2015	1/1/2016	7/1/2016
Lt. A	106,109	107,170	108,243	109,324	110,417	111,521
Lt. B	111,980	113,100	114,231	115,373	116,527	117,692
Capt. A	118,543	119,728	120,925	122,134	123,356	124,589
Capt. B	125,105	126,356	127,620	128,896	130,185	131,487
Dep. Chief A	132,444	133,768	135,106	136,457	137,822	139,200
Dep. Chief B	139,782	141,180	142,592	144,018	145,458	146,913

New Promotees On and After January 1, 2014
Not Entitled to EMT

	1/1/2014	7/1/2014	1/1/2015	7/1/2015	1/1/2016	7/1/2016
Lt. A	103,695	104,732	105,779	106,837	107,906	108,985
Lt. B.	109,566	110,662	111,768	112,886	114,015	115,155
Capt. A	116,129	117,290	118,463	119,648	120,844	122,052
Capt. B	122,691	123,918	125,157	126,409	127,673	128,949
Dep. Chief A	130,030	131,331	132,644	133,970	135,310	136,663
Dep. Chief B	137,369	138,743	140,130	141,531	142,947	144,376

AN ORDINANCE TO AMEND, REVISE AND SUPPLEMENT CHAPTER 37 OF THE CODE OF THE CITY OF CLIFTON, ENTITLED "FIRE DEPARTMENT," MORE PARTICULARLY ARTICLE II THEREOF, ENTITLED "SALARIES AND BENEFITS" (2012, 2013, 2014, 2015 AND 2016 SALARIES AND BENEFITS)

BE IT ORDAINED, by the Municipal Council of the City of Clifton, as follows:

1. Sections 37-19, 37-22 and 37-27 of the above-entitled Chapter of the Code of the City of Clifton, are amended, revised and supplemented as follows:

ARTICLE II
SALARIES AND BENEFITS

§ 37-19. Minimum and maximum salaries; extra compensation.

- A. The offices and employments enumerated herein, other than those created by statute or ordinance, be and the same are hereby created for the proper conduct of the affairs of the city, and the amounts enumerated hereinafter be and they are fixed, granted and ordered paid as regular salaries or wages to the officers and employees now or hereafter in the offices or employment enumerated:
- B. The salary range for firefighters, lieutenants, captains and deputy chiefs shall include steps in accordance with the applicable collective bargaining agreement.
- C. The salaries of firefighters, lieutenants, captains and deputy chiefs shall be increased as follows at top step only in accordance with the terms of the relevant collective bargaining agreement.

- 1. As of January 1, 2012: 0%
- 2. As of January 1, 2013: 1%
- 3. As of July 1, 2013: 1%
- 4. As of January 1, 2014: 1%
- 5. As of July 1, 2014: 1%
- 6. As of January 1, 2015: 1%
- 7. As of July 1, 2015: 1%
- 8. As of January 1, 2016: 1%
- 9. As of July 1, 2016: 1%

Fire Department salaries for 2012, 2013, 2014, 2015 and 2016 shall be as follows in accordance with the applicable collective bargaining agreement:

- C. Effective January 1, 2014, the additional sum of one hundred fifty dollars (\$150.00) compensation per year previously paid will be reflected in the above salary guides. Effective January 1, 2014, members shall no longer receive personal days and additional compensation will be reflected in the above salary guides.
- D. No Change.
- E. No Change.
- F. In addition to the salaries listed above, all unit employees shall also receive an annual clothing allowance as follows:

2012:	\$525
2013:	\$525
2014:	\$550
2015:	\$575
2016:	\$600
- G. HAZMAT Technician Pay. There shall be HAZ-MAT Technician pay of \$500. The above pay is paid to members who successfully complete OSHA or NFPA Hazardous Materials Technician Training class, participate in annual refresher training and comply with the required medical surveillance program. The Haz-Mat payment is made once per year on the first pay day in February.
- H. Whenever any unit employee is required to appear in court during his off time in any criminal action or criminal legal proceeding arising out of or incidental to the performance of his duties, said employee shall receive compensation in accordance with the terms and conditions of the applicable collective bargaining agreement.
- I. Schools and meetings, when held on off-duty time, will be compensated in accordance with the terms and conditions of the applicable collective bargaining agreement.

§ 37-21. Longevity.

- A. No Change.
- B. No Change.

- C. No Change.
- D. No Change.
- E. New employees hired on or after January 1, 2014 shall no longer receive additional compensation for longevity.

§ 37-22. Health insurance.

- A. The City shall provide to all employees covered hereunder and to their eligible dependents, except as modified herein, the Blue Cross/Blue Shield medical and hospitalization plans known as the PPO (Preferred Provider Option), DA (Direct Access) and EPO (Essential Provider Option), to include the prescription plan in effect as of August 1, 2012. Effective March 1, 2014, the deductible for the DA and EPO plans shall be three hundred dollars (\$300.00) for family and H/W and one hundred fifty dollars (\$150.00) for single plans. The deductible for the PPO shall be four hundred (\$400.00) for family and H/W and two hundred (\$200.00) for single plans. There shall be no co-pay for a generic prescription and the co-pay for each non-generic/name brand prescription shall be twenty dollars (\$20.00) effective March 1, 2014. Effective March 1, 2014, there shall be a doctor/physician visit co-pay of twenty dollars (\$20.00) per visit for employees enrolled in the PPO plan and there shall be a doctor/physician visit co-pay of ten dollars (\$10.00) per visit for employees enrolled in the DA or EPO plans. The aforementioned medical and hospitalization coverage will also continue through the end of the calendar year during which each dependent attains his or her 26th birthday, for all dependent members of the immediate family of such employee who are full-time students at a recognized duly certified secondary school or institution of higher learning pursuing a prescribed course of study at any such school or institution for which course credits are given, or who are "disabled" within the meaning of that term, as defined by N.J.S.A. 54:1-2(f).

Effective January 1, 2012 all employees will pay a contribution to health insurance premiums, including prescription and dental, based upon pensionable base salary in accordance with the provisions of P. L. 2010,

c. 2 and P.L. 2011, c. 78 which are incorporated by reference as if set forth herein at length.

- B. No Change.
- C. In accordance with applicable law, the covered member shall receive, at no cost to the employee, all insurance coverage as set forth in Paragraph A of this Article until his or her sixty-fifth (65th) birthday if he or she becomes totally and permanently disabled for further duty as a Firefighter as the direct result of a "traumatic event occurring during and-as a result of the performance of duty" and is awarded an accidental disability retirement benefit by the Police and Firemen's Retirement System.
- D. 1. Effective January 1, 1990, and consistent with applicable law, all health insurance coverage set forth in Paragraph A hereof are hereby extended to cover the period from the date of an employee's retirement to such employee's death. To be eligible for such health insurance coverage, an employee must have been qualified for retirement benefits and must have retired on or after January 1, 1990 in compliance with the requirements of the Police and Fireman's Retirement System established and maintained under the laws of the State of New Jersey. Any such retired employee otherwise qualified for such coverage in accordance with the terms of this paragraph shall not be so covered by the City during the time he or she is employed on a regular basis and such employment provides health insurance coverage not less than those specified in paragraph A above.
- 2. No Change.
- E. The City may, at its option, change the Horizon Blue Cross/Blue Shield Preferred Provider Option plan and/or carrier so long as the coverage provided is equal to or better than that currently provided Horizon Blue Cross/Blue Shield Preferred Provider Option plan.
- F. No Change.
- G. No Change.

H. No Change.

§ 37-27. Holidays.

A. No Change.

B. Compensatory time shall be granted for holidays. Each shift employee shall receive one and one-half (1½) 24-hour workdays per year, while administrative personnel shall receive three (3) workdays per year, which shall be taken at the employee's request in accordance with past departmental practice.

C. No Change.

D. No Change.

2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed as to such inconsistencies only.

3. This ordinance shall take effect upon final passage and publication as provided by law.

PASSED _____

CHAIRMAN OF THE MUNICIPAL COUNCIL

ATTEST:

BARBARA NAGY, ACTING CITY CLERK

shared/ordinance/salaries
fmha.2012-16

Step 6	81,505	81,505	81,505	82,998	82,998	82,998	82,998	82,998	82,998
Step 7	89,041	89,041	89,041	90,658	90,658	90,658	90,658	90,658	90,658
Step 8	93,346	93,346	93,346	94,996	94,996	94,996	94,996	94,996	94,996
Step 9	93,346	94,279	95,222	97,824	98,803	99,791	100,789	101,797	102,814
Lt.	104,548	105,593	106,649	109,566	110,662	111,768	112,886	114,015	115,155
Capt.	117,093	118,264	119,447	122,691	123,918	125,157	126,409	127,673	128,949
Dep. Chief	131,145	132,456	133,781	137,369	138,743	140,130	141,531	142,947	144,376

Employees Hired On or After Signing
Date of New CNA

	1/1/2014	7/1/2014	1/1/2015	7/1/2015	1/1/2016	7/1/2016
Academy	30,000	30,000	30,000	30,000	30,000	30,000
Step 1	34,825	34,825	34,825	34,825	34,825	34,825
Step 2	39,650	39,650	39,650	39,650	39,650	39,650
Step 3	44,475	44,475	44,475	44,475	44,475	44,475
Step 4	49,300	49,300	49,300	49,300	49,300	49,300
Step 5	54,125	54,125	54,125	54,125	54,125	54,125
Step 6	58,950	58,950	58,950	58,950	58,950	58,950
Step 7	63,775	63,775	63,775	63,775	63,775	63,775
Step 8	68,600	68,600	68,600	68,600	68,600	68,600
Step 9	73,425	73,425	73,425	73,425	73,425	73,425
Step 10	78,250	78,250	78,250	78,250	78,250	78,250
Step 11	83,075	83,075	83,075	83,075	83,075	83,075
Step 12	87,900	87,900	87,900	87,900	87,900	87,900
Step 13	92,725	92,725	92,725	92,725	92,725	92,725
Step 14	101,000	101,000	101,000	101,000	101,000	101,000
Step 15						105,351

New Promotees After Contract Signing
Entitled to EMT

	Signing Date	1/1/2014	7/1/2014	1/1/2015	7/1/2015	1/1/2016	7/1/2016
Lt. A	103,276	106,109	107,170	108,243	109,324	110,417	111,521
Lt. B	108,990	111,980	113,100	114,231	115,373	116,527	117,692
Capt. A	115,389	118,543	119,728	120,925	122,134	123,356	124,589
Capt. B	121,787	125,105	126,356	127,620	128,896	130,185	131,487
Dep. Chief A	128,954	132,444	133,768	135,106	136,457	137,822	139,200
Dep. Chief B	136,121	139,782	141,180	142,592	144,018	145,458	146,913

New Promotees After contract Signing
Not Entitled to EMT

	Signing Date	1/1/2014	7/1/2014	1/1/2015	7/1/2015	1/1/2016	7/1/2016
Lt. A	100,936	103,695	104,732	105,779	106,837	107,906	108,985
Lt. B	106,649	109,566	110,662	111,768	112,886	114,015	115,155
Capt. A	113,048	116,129	117,290	118,463	119,648	120,844	122,052
Capt. B	119,447	122,691	123,918	125,157	126,409	127,673	128,949
Dep. Chief A	126,614	130,030	131,331	132,644	133,970	135,310	136,663
Dep. Chief B	133,781	137,369	138,743	140,130	141,531	142,947	144,376



City of Clifton

LAW DEPARTMENT
900 CLIFTON AVENUE
CLIFTON, NEW JERSEY 07013

(973) 470-5817
FAX (973) 470-5254

November 13, 2014

Via Fax: 732-491-2120
Curtiss T. Jameson, Esq.
Kroll Heiniman Carton
99 Wood Avenue South
Suite 307
Iselin, NJ 08830

Dear Mr. Jameson:

Please be advised that the Mayor and the Municipality have reviewed the offer and propose the following counter-offer. Please note that this offer was made solely for the purpose of providing a counter-offer and not be precluded from withdrawing or revising the offer if the offer is not acceptable to the IBEW. This offer shall not constitute any other proceeding. If the offer is accepted by the next Council meeting for a vote by the Council.

BACK OF NEW
IBEW CONTRACT



1. Term: The contract will be a four year term from January 1, 2014 to December 31, 2017.
2. Compensation: IBEW members will receive a 1.5% wage increase on top step only effective January 1 of 2014, 2015, 2016 and 2017. For employees not at top step, the above increases will form a new top step in their respective salary guides and there will be no increases in steps.
3. Overtime and Compensatory Time: Article XVIII will be amended to permit employees the option of receiving either overtime pay or compensatory time in accordance with the conditions of the Fair Labor Standards Act. *240 hr.*
4. Clothing Allowance: The City agrees to provide a \$25 per year increase for all employees that receive a uniform allowance for years 2015, 2016 and 2017. The City reserves the right to implement a uniform service and provide employees uniforms at the City's expense in lieu of the uniform allowance.
5. Hospitalization in Insurance in Retirement: Article VIII, Paragraph E. will be amended to provide 10 years of health benefits for employees with at least 10 years of service with the City of Clifton who retire from the City in accordance with the terms and conditions of the Public Employees Retirement System.

To All IBEW Members A Vote on the Contract Will Take Place on Thursday



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Dear Mr. Jameson:

Please be advised that the Mayor and the Municipal Council have considered the IBEW's offer and propose the following counter-offer. Please note that the terms below are general and the specific language to incorporate the terms will have to be negotiated and approved. Please further note that this offer was made solely for the purposes of settlement and that the City shall not be precluded from withdrawing or revising all or part of this proposal if this entire offer is not acceptable to the IBEW. This offer shall not be admissible at any arbitration, mediation or any other proceeding. If the offer is accepted by the IBEW, an Ordinance will be introduced at the next Council meeting for a vote by the Council.

1. Term: The contract will be a four year term from January 1, 2014 to December 31, 2017.
2. Compensation: IBEW members will receive a 1.5% wage increase on top step only effective January 1 of 2014, 2015, 2016 and 2017. For employees not at top step, the above increases will form a new top step in their respective salary guides and there will be no increases in steps.
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