

A G R E E M E N T

Between:

CITY OF CAMDEN,

CAMDEN COUNTY, NEW JERSEY

and

TEAMSTERS LOCAL UNION NO. 676

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 TEAMSTERS LOCAL UNION NO. 676, hereinafter
called the "Union" represents the complete understanding 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. The City of Camden hereby recognizes Teamsters Local Union No. 676 as the sole and exclusive representative for all Superior Officers employed by the City of Camden Fire Department, but excluding the Chief and Deputy Chief of the Fire Department, non-supervisory fire fighters, and all other employees.

B. Applications Covered: This Agreement shall cover and govern the following classifications:

All Superior Officers below the rank of Deputy Chief employed by the City of Camden Fire Department.

C. Work Performed by Covered Employees Only: All work performed in any classifications covered under this Agreement shall be performed under the terms and conditions of this Agreement.

D. The City of Camden shall not enter into any Agreement or Contract with its employees within the bargaining unit as defined in Article above, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement shall be null and void.

ARTICLE II

UNION PRIVILEGES AND RESPONSIBILITIES

A. The City of Camden recognizes the right of the Union to designate one (1) Shop Steward per platoon and one (1) Chief Shop Steward from among the employees in the bargaining unit as indicated in Article I - Recognition. For each Steward so designated, the Union may in addition designate one (1) alternative Steward to perform the Steward's functions as stated below in the event the designated Steward is unavailable.

B. Shop Stewards, or duly authorized representatives, may enter City Fire Headquarters, Fire Stations, the 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 adjustment of grievances.

C. When the Union decides to have its Stewards, or duly authorized representatives, enter the aforementioned City facilities or premises, it will request permission from appropriate City authorities 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.

D. A Shop Steward shall not suffer loss of pay when during work hours he is required to attend grievance hearings.

E. The authority of Shop Stewards and alternates so designated by the Union shall be limited to and shall not exceed the following

Union Privileges and Responsibilities continued:

duties and activities:

1. The investigation and presentation of grievances to the City of Camden or the City of Camden designated representative, in accordance with the provisions of the Collective Bargaining Agreement.

2. The transmission of such messages and information which shall originate with and are authorized by the Local Union, or its officers.

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 deductions

Dues Deduction continued:

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

Management Rights continued:

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 Officer 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 Officers can be required to work overtime in the event of an emergency.

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

Work Week and Overtime continued:

is adequate time for the marshalling of forces, preference in call-up shall be given to Camden Fire Department Officers rather than others on mutual aid. 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.

2. Officers on duty will be provided with \$2.50 during any normal mealtime period occurring during such riot or civil disturbance, in lieu of being provided with the meals, as heretofore.

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 Officers 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 Officers with one (1) to six (6) years of service shall receive fifteen (15) days paid vacation; Fire Officers beginning their seventh (7th) to nineteenth (19th) years' service shall receive twenty (20) days paid vacation; Fire Officers 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 Officer 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 Officer 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 rate of pay when earned notwithstanding that the same is paid at a time when the pay scale or rank had changed.

ARTICLE VII

HOLIDAYS

A. Fire Officers 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 Officer 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 Officers 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 rate of pay when earned, notwithstanding that the same is paid at the time when the pay scale or the rank 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 employees 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.

Sick Leave continued:

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

Sick Leave continued:

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

INJURY ON THE JOB

A. Any employee sustaining injuries within the scope of his duties for the City, which are compensable under the Workmen's Compensation Act, but which do not prevent him from performing his usual duties, shall suffer no loss of wages if it is required that he visit the offices of the City of Camden-designated physicians for the purpose of obtaining further treatment during working hours.

ARTICLE X

LIMITED DUTY ASSIGNMENT

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

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

ARTICLE XI

MAINTENANCE OF STANDARDS

A. All conditions of employment now in effect as a result of current ordinances and resolutions, including those provisions of the Rules and Regulations and the Manual of Instructions of the Fire Department which are currently in force, shall be maintained, and conditions of employment shall be improved wherever specific provisions for improvement are made in this Agreement.

ARTICLE XII

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 shall be furnished to the Union and opportunity for the discussion of the rules and regulations shall be afforded to the Union.

B. The Union shall have the opportunity to grieve the continuation of any rule or regulation for a period of thirty (30) calendar days after the execution date of this Agreement or the promulgation of any new rule or regulation thirty (30) calendar days after the promulgation and furnishing of same to the Union 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 rule or regulation in accordance with Article XVI.

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,

Rules and Regulations continued:

but with the further provision that such employee or employees may regard the rule, regulation, order or instructions as a grievance which shall be handled in accordance with the grievance procedure set forth in Article XVI of this Agreement.

D. In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other superior, the City shall have the right, at its option, to suspend or discharge the offending employee or employees, subject only to the right of the employee or employees to have the suspension or discharge treated as a grievance. This shall not operate as a stay of the suspension or discharge.

ARTICLE XIII

MINIMUM MANNING

A. The City hereby agrees to maintain, through December 31, 1975, a complement of one (1) Superior Officer per company.

B. In cases of unforeseen circumstances, a company shall remain in service in the absence of a Superior Officer, but would not be actively engaged in fire-fighting without being placed under the supervision of an Officer.

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

ARTICLE XIV

NON-DISCRIMINATION

A. The City of Camden and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment, because of such individual's race, color, religion, national origin or sex.

B. The City of Camden and the Union agree that there will be no discrimination by the City of Camden or the Union against any employee because of his or her membership or non-membership in the Union, or because of any employee's lawful activity or refusal to participate in any lawful activity on behalf of the Union.

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 employee from his position, 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

No-Strike Pledge continued:

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 this Agreement.

C. Steps of the Grievance Procedure

Grievance Machinery. All grievances or disputes arising under the terms of this Agreement shall be handled in the manner provided by this Section.

Step One:

(a) An aggrieved employee shall institute action

Grievance Procedure continued:

under the provisions hereof within ten (10) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of the Department or his designee for the purpose of resolving the matter informally. Failure to act within 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 a grievance with the City.

(b) The Chief of the Department, or his designee, shall render a decision within ten (10) days after receipt of the grievance.

Step Two:

(a) In the event the grievance is not settled through Step One, the same shall be reduced to writing by the aggrieved or the Union, signed by the aggrieved, and filed with the Director of Public Safety (or his representative) within five (5) days following the determination by the Chief of the Fire Department. The Union Steward and/or Business Agent may be present at all times during this step.

(b) The Director of Public Safety, or his representative, shall render a decision in writing within five (5) days from receipt of the grievance.

Step Three:

(a) In the event the grievance has not been resolved through Step Two, then within five (5) days following the determination of the Director of Public Safety, the matter may be submitted to the American Arbitration Association for Arbitration. An Arbitrator

Grievance Procedure continued:

shall be selected pursuant to the Rules of the A. A. A.

(b) However, no Arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Director of Public Safety. In the event the aggrieved elects to pursue Civil Service procedures, 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.

(c) The Arbitrator shall be bound by the provisions of this Agreement, and restricted to those facts which were presented to him as being involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any Amendment or Supplement thereto. The decision of the Arbitrator shall be final and binding upon the parties.

(d) The cost of the services of the Arbitrator shall be borne equally between the City and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(e) The Arbitrator shall set forth the findings of fact and reasons for making the Award within thirty (30) days after conclusion of the Arbitration hearing, unless otherwise agreed to by the parties.

(f) Upon the request of the Union, the City shall supply non-confidential information relating to the specific grievance with regard to which such information is requested.

ARTICLE XVII

DISCHARGE OR SUSPENSION

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

B. No officer shall be suspended without pay for any departmental charges or for the commission of a Disorderly Person Act violation without a Departmental Hearing in accordance with the procedures presently in force and no later than thirty (30) days from the date of the service of the charges.

C. For any other criminal violation the Director of Public Safety shall have the right to immediately suspend an employee, subject to the hearing provisions aforementioned.

ARTICLE XVIII

LEAVES OF ABSENCE

A. A leave of absence without pay, may be granted for good cause, to any employee who has been employed for at least ninety (90) days.

B. While on such leave, the employee shall not engage in gainful employment without the prior written consent of the Director of Public Safety.

ARTICLE XIX

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 condition, at least once annually.

ARTICLE XX

RETIREMENT

A. Fire Officers 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 Officers retiring either on the regular pension or disability shall be paid for all accumulated holidays and vacation.

D. Current practice with regard to payment of terminal leave on employee's death during service will continue for the life of this Agreement.

ARTICLE XXI

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 XXII

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.

C. In the event dental care insurance is provided to any other group of employees of the City, the Fire Officers shall be provided such insurance as well.

ARTICLE XXIII

SALARIES

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

	<u>9/1/72</u>	<u>1/1/73</u>	<u>7/1/73</u>	<u>1/1/74</u>	<u>7/1/74</u>
Captain	11,600	11,850	12,400	12,900	13,200
Battalion Chief	12,400	12,750	13,400	13,900	14,200

B. The above set forth salary scale shall be retroactive to September 1, 1972.

C. Effective January 1, 1975, this Agreement shall be reopened by both parties hereto for the sole purpose of negotiating a salary figure for calendar 1975.

ARTICLE XXIV

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.

C. For Captains, the amount shall be:

	<u>1/1/73</u>	<u>7/1/73</u>	<u>1/1/74</u>	<u>7/1/74</u>
From 1st through 6th year	\$None	None	None	None
From 7th through 10th year	237.	248.	258.	264.
From 11th through 14th year	355.	372.	387.	396.
From 15th through 20th year	474.	496.	516.	528.
After the 20th year	592.	620.	645.	660.

D. For Battalion Chiefs, the amount shall be:

	<u>1/1/73</u>	<u>7/1/73</u>	<u>1/1/74</u>	<u>7/1/74</u>
From 1st through 6th year	\$None	None	None	None
From 7th through 10th year	255.	268.	278.	284.
From 11th through 14th year	382.	402.	417.	426.
From 15th through 20th year	510.	536.	556.	568.
After the 20th year	637.	670.	695.	710.

Longevity continued:

E. For 1975, the amount of longevity shall be equal to the following percentages of the salary rate to be negotiated for each rank:

From 1st through 6th year	-	0%
From 7th through 10th year	-	2%
From 11th through 14th year	-	3%
From 15th through 20th year	-	4%
After the 20th year	-	5%

ARTICLE XXV

PAY PERIOD

A. Officers shall be paid every two (2) weeks for a period of fifty-two (52) weeks in accordance with the provisions of the City Ordinance.

ARTICLE XXVI

STATEMENT OF EARNINGS

A. Each employee shall be timely provided with a statement of gross earnings, and an itemized statement of all deductions made for any purpose.

ARTICLE XXVII

EDUCATIONAL PROGRAMS

- A. Officers shall be paid \$5.00 per credit completed of approved educational courses. A certificate of successful completion shall be submitted before any payment will be made.
- B. The Director of Public Safety shall not unreasonably withhold approval for job related courses.
- C. No employee may receive payment for more than fifty (50) credits.

ARTICLE XXVIII

MUTUAL EXCHANGE OF TOURS

A. With prior approval of their respective Superior Officers, an Officer may exchange his tour of duty with that of another Officer provided that both men are of the same rank or capacity.

B. This mutual exchange shall not be abused by the employees involved, and shall not be construed as permitting any other substitution but that of two (2) men of equal rank exchanging tours of duty with each working the full tour of the other.

ARTICLE XXIX

PROMOTIONAL EXAMINATIONS

A. The City agrees that when it determines that sufficient vacancies exist it will request the Civil Service Commission to administer a promotional examination.

B. Promotions shall be in accordance with Civil Service rules and regulations.

C. The City agrees to make reasonable efforts to mitigate the number of permanent vacancies filled by acting appointments.

ARTICLE XXX

BULLETIN BOARDS

A. The City shall permit Teamsters Local Union 676 reasonable use of existing bulletin boards in each Fire House for posting notices relating to meetings and official business of the Union. No Notice shall be posted until it has been submitted to the Director for his approval, and shall contain only matters of official business and shall be non-political in nature.

ARTICLE XXXI

OUT OF TITLE WORK

A. The practice of appointing employees to higher ranks in an acting capacity is discouraged.

B. The City retains the right to require an employee to act in a higher ranking capacity, notwithstanding the above policy. However, in the event that an Officer is requested to act in such higher ranking capacity, as aforesaid, he is to receive pay commensurate with that higher rank on the forty-sixth (46th) cumulative day and thereafter.

C. The City undertakes that it will not transfer an individual out of such higher ranking capacity for the sole purpose of denying him the higher pay.

ARTICLE XXXII

FULLY BARGAINED PROVISIONS

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

B. The parties hereby agree to reopen this Agreement for the sole and exclusive purpose of negotiations for salaries for the calendar year 1975. This reopening of negotiations shall take place between September 1st and September 15th of 1974.

ARTICLE XXXIII

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.