

AGREEMENT

BETWEEN

THE CITY OF GLOUCESTER CITY

AND

GLOUCESTER CITY SUPERIOR FIRE OFFICER'S ASSOCIATION

FMBA LOCAL NO. 251 INC.

JANUARY 1, 2004 THROUGH DECEMBER 31, 2008

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AGREEMENT

THIS AGREEMENT entered into this ____ day of, _____ 2005, by and between GLOUCESTER CITY, in the county of Camden, a municipal corporation of the State of New Jersey hereinafter referred to the "City" and "GLOUCESTER CITY FIRE OFFICER'S FMBA LOCAL NO. 251" duly appointed representative of the fire officers of the City of Gloucester City, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the City and the Union.

ARTICLE I

PURPOSE

THIS AGREEMENT is entered into pursuant of the provisions of Chapter 303, Laws of 1968 (N.J. Rev. Statue 34:13A - 5.1 et. seq.) of the State of New Jersey, to promote and insure harmonious relations, cooperation, and understanding between the City and employees; to prescribe the rights and duties of the City and employees, all in order that public service shall be expedited and effectuated to the best interest of the people of the City of Gloucester.

ARTICLE II

EMPLOYEE REPRESENTATIVE

A. Majority Representative

The City hereby recognizes the Union as the sole and exclusive negotiating agent and representative for all full time fire officers employed in the City of Gloucester City Fire Department, but excluding all other personnel employed in the City of Gloucester City Fire Department and all other city employees. The Fire Chief shall be excluded from the list of all other titles listed by DOP.

The term Fire Officer shall be defined to include the plural as well as the singular and to include males and females. The use of the word employee throughout this agreement shall include all fire officer titles listed by DOP.

B. Stewards

The Union must notify the City of the name of the steward. No more than one (1) steward and alternate are to be designated.

ARTICLE III

GRIEVANCE PROCEDURE

A. 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.

B. 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.

C. With regard to employees, the term grievance was used herein means an appeal by an individual employee or group of employees, from the interpretation, application, or violation of policies, agreements, and administrative decisions affecting them. With regards to the City, the term grievance as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this agreement.

With respect to employee's grievance, no grievance may proceed beyond step four herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this agreement, either expressly or by operation of law, shall not be processed beyond step four herein.

D. The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this agreement, and shall be followed in its entirety unless any step is waved by mutual consent:

STEP 1:

The aggrieved or the Union shall institute action under the provisions hereof within five (5) calendar days after the event-giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief for the purpose of resolving the matter informally. Failure to act within five (5) calendar days shall be deemed to constitute an abandonment of the grievance.

STEP 2:

If no agreement can be reached orally within five (5) days of the initial discussion with the Chief, the employee or the Union may present the grievance in writing within five (5) calendar days thereafter to the Chief. The written grievance at this step shall contain the relevant facts and a summary of the proceeding oral discussion, the applicable section of the contract violated, and the remedy requested by the grievant. The Chief will answer in writing within five (5) calendar days of receipt of the written grievance.

STEP 3:

If the Union wishes to appeal the decision of the Chief, such appeal shall be in writing to the Mayor and Fire Committee within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Mayor and Fire Committee shall respond in writing or schedule a hearing or both to resolve the grievance within ten (10) calendar days of the submission.

STEP 4:

If the grievance is not settled through steps 1, 2, or 3, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employee Relations Commission. The cost of the services of the arbitrator shall be borne equally by the City and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute. The arbitrator shall be bound by the provisions of this agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him which are 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.

F. Upon prior notice to and authorization of the Mayor and Fire Committee the designated Union representatives shall be permitted as members of the grievance committee to confer with employees and City on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the City of Gloucester City Fire Department or require the recall of off duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed there under, the disposition of the grievance at the last preceding step shall be deemed conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

H. In the event the aggrieved elects to pursue remedies available through the Department of Personnel, (Civil Service), the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until the expiration of at least thirty (30) calendar days after the decision rendered by the Mayor and Fire Committee on the grievance. In the event the grievant pursues his remedies through the Department of Personnel, (Civil Service), the arbitration hearing, if any, shall be cancelled, and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.

ARTICLE IV
NON-DISCRIMINATION

A. The City and the Union agree that there shall be no discrimination against any Officer because of race, creed, color, religion, sex, national origin or political affiliation.

B. The City and the Union agree that all Officers, covered under this agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity, outside hours of work.

ARTICLE V
BULLETIN BOARD

The Union shall have the use of the bulletin board located in the Fire Department Headquarters or other station where members are assigned for a tour of duty for the use of notices relating to meetings, official business, activities and information of and about the Union.

ARTICLE VI
MANAGEMENT RIGHTS

A. The City of Gloucester City hereby retains and reserves unto itself, with limitation as per the Union contract and agreement with the Union, 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 the United States, including but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shift, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.

3. The rights of management to make maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

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

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. The City reserves the right with regard to all other conditions of employment not reserved to make changes as it deems for the efficient and effective operation of the department.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices and the furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the Union contract and to the extent that the specific and express terms thereof shall be 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 rights, responsibilities and authority under R.S. 40A, or any other national, state or local laws or regulations.

D. The City agrees that it will not establish new work rules or regulations or modify or amend existing work rules or regulations governing wages, hours, working conditions or any other Article of this agreement, without prior consultation with the Union through the President or his designee.

ARTICLE VII

STRIKES

The FMBA Local No. 251 and employees assure and pledge to the City that their goals and purpose are such as to not permit strikes by employees, nor work stoppages, slowdowns, or any other such method which would interfere with service to the public or violate the Constitution and laws of the State of New Jersey; and the FMBA Local No. 251 employees will not permit such activities nor encourage other employees to initiate the same; and the FMBA Local No. 251 and employees will not support anyone acting contrary to the provisions.

ARTICLE VIII

VACATIONS

A.

1. Vacation Leave for all Fire Officers

- | | |
|---------------------------|--------------------------|
| a. 1-4 years of service | 144 hours vacation leave |
| b. 5-10 years of service | 166 hours vacation leave |
| c. 11-18 years of service | 222 hours vacation leave |
| d. 19-24 years of service | 278 hours vacation leave |

B. A schedule shall be posted for vacation selection for each rank and shall not be combined with any other employees of the department. All other areas of vacation selection and scheduling shall be done in accordance with established past practices.

C. The City will buy back, unused vacation time on an hour for hour basis with approval of the Chief. Vacation time may be sold at any time during the year and paid by single check, not to be combined with any other pay.

ARTICLE IX
SICK LEAVE

A. Sick leave is hereby defined to mean absence from post of duty by an employee because of illness, exposure to contagious disease, or the attendance by an employee upon a member of his/her immediate family, seriously ill requiring the care or attendance of such an employee.

B. An employee who shall be absent from work for three (3) or more days for a reason spelled out in Section A above, will at the discretion of the Chief, be required to submit acceptable medical evidence substantiating the illness.

C. In case of sick leave because of exposure to contagious disease, a certification from the City doctor shall be required at the City's expense.

D. Sick leave shall accrue at the rate of (140) hours per year from January 1.

E. 1. If an employee accumulates six hundred (600) hours sick time, which shall be called a bank, the employee shall be entitled to sell back to the City unused sick time from the prior year, at 100% value, but not to exceed the hours provided in the prior year. When an employee retires, he shall receive at fifty (50%), one lump sum payment of all accumulated sick time hours, to a maximum of two thousand four hundred (2,400) hours of sick time at the employee's base rate of pay (defined as base salary plus longevity) at the time of retirement.

2. All employees hired after the Jan. 1, 1995 Agreement shall have a maximum sick time sell-back at the time of retirement of \$15,000.00, with the sick time hourly rate to be based on the employee's rate of pay (defined as base salary plus longevity) at the time of retirement.

3. Members wishing to sell back sick time shall submit request forms by January 15. Payment shall be made on the first pay in February by single check and not to be combined with any other pay.

ARTICLE X
FUNERAL LEAVE

A. In the event of the death of an employee's spouse, mother, father, child (including foster and step-children), the employee shall be granted time off without loss of pay for a maximum period of (48) hours from date of death up to and including the date of the funeral.

B. In the event of the death of an employee's grandparents, father-in-law, mother-in-law, brother, sister, or relative living in the employee's household, the employee shall be granted time off without loss of pay for a maximum period of (24) hours.

C. Funeral leave may be extended beyond the time above, without loss of pay, at the sole discretion of the Chief.

D. The above shall not constitute sick leave and shall not be deducted from the employee's annual sick leave.

ARTICLE XI

INJURY LEAVE

A. Injury leave shall be granted with full pay to employees temporarily disabled through injury or illness arising as a result of and in the course of their respective employment. The statutes of the State of New Jersey and particularly the Worker's Compensation Statutes under Chapter 15 of Title 34 of the revised Statutes shall govern said injury leaves for temporary disability. Said injury leave shall extend for the time periods set forth in said Statutes.

B. Any amount of salary or wages paid or payable to Fire Officers, because of leave granted pursuant to section A. above shall be reduced by the amount of any Worker's Compensation award under Chapter 15 of Title 34 of the revised statutes made for disability because of the same injury or illness requiring such leave. It is the intention of the City to supplement any temporary disability payments made under Worker's Compensation to Officers, so that said Officers, receive their full salary or wage. Upon the cessation of payment of temporary disability by the carrier to the Officer, the City supplemental payment will also cease and the Officer will be expected to return to work.

C. If an employee is injured on the job or becomes ill as a result of his job, the City may, at its sole discretion, extend the injury leave period, without pay beyond the one (1) year limitation.

ARTICLE XII
CONDUCTING UNION BUSINESS

A. The City agrees to grant time without loss of regular straight time pay to the Executive Delegate or President of the Union, (or appointed alternate), for the purpose of attending the regularly scheduled meetings of the State Union provided that at least seventy-two (72) hours written notice is given to the Chief. The Union shall designate, at the beginning of each year, the Executive Delegate and the President. It is specifically understood that the employee designated under this section shall not switch tours in order to receive pay for the purpose of attending said meetings under this section; and it is also understood that if any meetings occur on a non-scheduled period, the employee will receive no pay. It is provided further that the granting of such leave shall not interfere with the operation of the Fire Department of the City. The number of meetings for which time off without loss of regular straight time pay shall be granted shall not exceed one (1) per month.

B. During and for negotiations, the Union representatives so authorized by the Union, not to exceed four (4), shall be excused from their normal duties for such periods of negotiations as may be agreed upon by the parties. Such excused individuals, however, shall be available for duty in the event that the need arises.

C. The City agrees to grant time off for conventions for the State Delegate and the President and convention delegates in accordance with the locals voting strength as established by the State FMBA by-laws but not to exceed State Statute.

D. The City shall grant administrative leave without lose of pay to a state elected officer of the union for special meetings or other reasons as approved by the Chief with advanced notice.

ARTICLE XIII
LEAVES OF ABSENCE

A. Leave of absence may be granted by the governing body.

B. Military Leave shall be granted according to Department of Personnel, (Civil Service), Rule 4A:6-1.11.

C. Special Leave

Fire Officers, shall be permitted to exchange a tour of duty or a portion thereof with another officer of the Fire Department, with approval of the Chief. At no time will the City be held responsible for any additional cost to those members agreeing to exchange of tours.

D. Jury Duty

Should an employee be required to serve as a juror, he/she shall receive full pay from the employer for all time spent on jury duty.

ARTICLE XIV
LIMITATIONS OF LEAVE

A. No leave of absence or combination of leaves of absences including funeral, special leave, etc. shall exceed one (1) year. In case of continuous absence from duty of any Officer, of more than one (1) year duration said Officer, so absent shall be automatically retired from the department on the first anniversary date from the date said absence began, except when the leave period is extended at the sole discretion of the City.

B. Any Fire Officer, absent from duty for a period of more than one (1) year on sick leave, because of sickness from any contagious disease, or condition resulting from said Officers, line of duty, will be reviewed by the City's Physician and the employee's Physician, for the possible retirement or extension of leave by the City pursuant to Article XII, Section C.

C. Any Officer, absent from duty for a period of more than one (1) year on injury leave because of injury received while on duty, will be reviewed by the City, Union Committee, and said employee, with reports from City Physician and employees Physician, to determine the abilities of employee to return to active duty with the department or the possible extension or retirement of said employee in pursuant with Article XII, Section

ARTICLE XV
NORMAL DUTIES

- A. Fire Officers, shall not be required to perform duties normally performed by the Police Department, or any other agency, bureau, or department, or divisions of any such agency, bureau, or department.
- B. Any Fire Officer assigned to a staff or administrative position shall be governed by the terms set forth in this Article and the terms of this agreement.
 - 1. The scheduled work week must comply with the FLSA Article consisting of 42 hours per week.
 - 2. The work week shall consist of (4) four 10.5 hour days running from Monday to Thursday.
 - 3. Any Officer in a staff or administrative position shall be granted off on holidays were other City offices are closed.
 - 4. Any Officer working hours other then that as described in 2 above shall be paid in accordance with the Overtime article of this agreement.

ARTICLE XVI

SALARIES

A. The City agrees that Officers shall be paid weekly and that pay checks shall be in a sealed envelope.

a. Battalion Chief

i. 2005 - \$71,442.00

ii. 2006 - \$74,566.00

iii. 2007 - \$77,358.00

iv. 2008 - \$80,257.00

a. Fire Lieutenant

i. 2005 - \$65,339.00

ii. 2006 - \$68,244.00

iii. 2007 - \$70,809.00

iv. 2008 - \$73,471.00

B. Hours of Work

All Fire Officers shall be assigned to work a 24/72 hour work schedule. This will average a forty-two (42) hour workweek over the course of a year.

ARTICLE XVII

OVERTIME

A. Overtime shall be calculated based upon a 212 hour, 28-day work cycle. Employees shall be entitled to receive overtime pay at the rate of 1-1/2 times their regular hourly rate of pay for all "hours worked" in excess of 168 hours in a 28 day work cycle after exceeding the required minimum of 212 hours. Members working overtime that fail to meet the 212 hour minimum shall receive the regular straight time rate for all hours worked in excess of 168. "Hours worked" shall include only actual time worked and approved vacation time. Up to six (6) days of annual attendance at one (1) day schools and long term schools (computed at one [1] day for each one [1] day school and one [1] day for each long term school) shall be considered as "hours worked" towards the 168 hour provisions for overtime purposes.

B. 1. If a bargaining unit member is recalled to duty for an emergency as declared by the Mayor, they shall be entitled to receive overtime pay for all hours worked during said recall calculated at 1-1/2 times the employee's regular hourly rate of pay regardless of the number of hours worked in any work cycle.

2. If a bargaining unit member is recalled to duty for training, they shall be entitled to receive overtime pay for all time spent in said training with a minimum of (4) four hours, calculated at 1-1/2 times the employee's regular hourly rate of pay regardless of the number of hours worked in any work cycle.

3. If a bargaining unit member is recalled to duty for a fire, other emergency or detail assignments they shall be entitled to receive overtime pay for all hours worked during said recall, with a minimum of two (2) hours at the overtime rate, calculated at 1-1/2 times the employee's regular hourly rate of pay regardless of the number of hours worked in any work cycle. In the event the assignment is recalled or held to the first due company, members will receive (.5) hours and paid as described above.

4. If a bargaining unit member is recalled to duty for any reason while on vacation, they shall be entitled to receive overtime pay for all hours worked during said recall, in addition to another vacation day, calculated at 1-1/2 times the employee's regular hourly rate of pay regardless of the number of hours worked in any work cycle.

C. Overtime shall be paid at the end of each cycle in a check separate from the normal pay. The City shall provide said check to the employee no later than fourteen (14) calendar days following the end of each twenty-eight (28) day cycle.

D. The Chief shall attempt to distribute overtime on a fair and equitable basis.

E. Overtime for personnel held on assignment past their normal relief time shall be paid to the next quarter (1/4) hour.

ARTICLE XVIII

LONGEVITY

A. Each employee listed in Article XVII shall be compensated based upon the length of his or her service in the Gloucester City Fire Department as fixed and determined by the following schedule:

<u>Years of Service</u>	<u>Longevity Payment</u>
After 5 Years	2.0%
After 10 Years	2.5%
After 15 Years	3.0%
After 20 Years	5.0%
After 24 Years	7.0%

B. The aforesaid longevity payments shall be paid in equal weekly installments in addition to and at the same time as the base pay.

C. Said additional percentage of salaries shall be computed from the anniversary date of hiring.

ARTICLE XIX

WORK IN HIGHER RANK

A. An acting Officer shall be paid at a rate of pay applicable to the title for which assigned, for the period assigned starting with the first day of assignment.

B. In the absence of the Chief for a period of three (3) or more days, a Battalion Chief shall be assigned to serve as Chief.

C. All acting positions shall be filled from the same rank. In the event no one from that rank is available, someone from the next lower rank shall be offered the position. Firefighters may be offered acting positions in the event an Officer is not available. No officer shall work down in rank or as a Firefighter.

ARTICLE XX
CLOTHING ALLOWANCE

At all times, the City will be responsible for replacing all damaged or worn uniforms, unless intentionally damaged by the employee. The employee shall be responsible for replacing the winter coat, belt, and other accessories.

ARTICLE XXI
EDUCATIONAL ALLOWANCE

A. 1. Members shall be entitled to six (6) courses, schools or classes per year, but not to exceed a total of \$1200.00.

2. Schools shall be selected by the employee and shall not include any training made mandatory by the Chief. Schools must be job related and will include any classes required to obtain a degree in Fire Science and/or Emergency Medical Service.

3. Any member signing up for school shall make every attempt to attend on off duty time. (1) Members attending schools shall be given a maximum of 2 days off without loss of pay based upon the length of the course (i.e. an employee attending a one day school shall only be entitled to one day off without loss of pay). (2) Members attending long term schools, such as Camden County Community College, shall be granted (48) hours off without loss of pay provided no one is on vacation or sick or injury leave, with the remainder of said attendance being during off duty hours and said day off for long term schools be limited to (48) hours off in any one (1) semester (Spring and Fall).

4. Attendance at said schools shall be at the discretion of the Fire Chief. Said approval shall not be unreasonably denied.

5. Employees shall be entitled to exchange shifts with other qualified employees in order to attend long-term schools, so long as said exchange does not create overtime.

B. All expenses and tuition are to be paid by the City. Payment shall be made to the school by the City whenever possible. Employees having expenses or tuition receipts shall be reimbursed within four (4) weeks from date submitted, provided that they have been approved and are turned in by the 20th of the month.

C. Accommodations shall be paid for schools where travel time is more than two (2) hours. Accommodations shall have a maximum of \$75.00 per night and will not be deducted from section A above.

1. Mileage reimbursement is authorized at the rate of .25 cents per mile if the employee utilizes his personal vehicle. Employees will not be entitled to a mileage reimbursement if a City owned vehicle is utilized.

D. Education Bonus:

1. The City will pay an incentive bonus of \$350.00 to any bargaining unit member with EMT certification.

2. The City will pay an incentive bonus of \$350.00 to any bargaining unit member with a Fire Inspector or Fire Official certification.

3. The City will pay an incentive bonus of \$350.00 to any bargaining unit member with a Paramedic certification.

4. The City will pay an incentive bonus of \$350.00 to any bargaining unit member that is a Hazmat Tech.

5. Employees shall receive payment for only one (1) of the above incentive bonuses. Payment shall be made the first pay in April. Payment shall be made by single check and not combined with any other pay.

6. The City shall pay a one-time bonus of \$500.00 for an Associates Degree earned from an accredited College or University. This payment shall be made within 10 working days of receipt of proof of graduation (i.e. diploma). No payment shall be made for Associate Degrees received prior to January 1, 1997.

7. The City shall pay a one-time bonus of \$500.00 for a Bachelors Degree earned from an accredited College or University. This payment shall be made within 10 working days of receipt of proof of graduation (i.e. diploma). No payment shall be made for Bachelor Degrees received prior to January 1, 1997.

8. The City shall pay a one-time bonus of \$500.00 for a Masters Degree earned from an accredited College or University. This payment shall be made within 10 working days of receipt of proof of graduation (i.e. diploma). No payment shall be made for Bachelor Degrees received prior to January 1, 1997

ARTICLE XXII

HOSPITALIZATION INSURANCE AND HEALTH CARE BENEFITS

A. The members of the Gloucester City Fire Department, and their dependents, shall be covered under a plan equivalent to or better than the New Jersey State Health Benefits Plan. Prior to any change in Health Benefits coverage the City shall provide the Union Representatives with 60 days notice of such change.

B. Employees going on pension after twenty-five (25) years of service will be covered for hospitalization as defined in section A. above. Said employees shall remain in a pension status. At such time said pensioner becomes eligible for a Federal Program; he will be removed from the City's group plan. A certificate of eligibility will be sent to retired employees annually.

C. The City agrees to provide family dental coverage through City selected carrier for all employees.

D. The City agrees to provide a family optical and prescription plan equal to that of other City unions and employees.

E. The City agrees to provide a prescription plan with a \$5.00 co pay for generic medications and \$10.00 for brand name medications to employees and dependents. The provider shall be a nationally based company.

F. There shall be no requirement for an employee to pay any cost of health insurance premiums.

G. Employees and their dependents going on pension after 25 years of service in the department and not in rank shall be covered for hospitalization as defined in Section-A above. The City agrees to retain dental, optical and prescription coverage for all officers and their dependents covered under this agreement after 25 years of service in the department provided they are 52 years of age. If the employee is younger than 52, he shall be permitted to purchase the covered benefits at one half the cost to the City until he reaches the age of 52, at which time the City shall pick up the cost of the full coverage.

ARTICLE XXIII

PROBATIONARY PERIOD

All newly appointed fire officers shall serve a probationary period in accordance with the rules and regulations of DOP.

ARTICLE XXIV

CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the City's Chapter, ordinance and rules and regulations of the Fire Department of the City. Any present benefits not covered by this agreement which are enjoyed by employees shall be continued.

ARTICLE XXV
SAVINGS CLAUSE

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions in the remainder of any clauses, sentence or paragraph in which offending language may appear, without agreement of both the City and FMBA Local No. 251.

ARTICLE XXVI

FULLY BARGAINED AGREEMENT

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

ARTICLE XXVII
MAINTENANCE OF BENEFITS

The City agrees that all benefits, terms, and conditions of employment not covered by this Agreement and relating to the status of members of the unit, shall be maintained at not less than the highest standards in effect at the time of the commencement of the collective negotiations leading to the execution of this Agreement.

ARTICLE XXVIII

RESPONSIBILITIES OF PARTIES

A. It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operations. Adequate procedures having been provided for equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be and that the unit, its officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism, picketing, demonstrations, or other similar action which would involve suspension of or interference with normal work performance.

B. The City shall have the right to discipline or discharge any employee encouraging, suggesting, fermenting or participating in a strike, slowdown, picketing demonstrations, or other such interference.

C. It is the responsibility of the City and the Chief to maintain said building in which the Union members are assigned to a tour of duty in a reasonable fashion to the condition of furniture, equipment and supplies and the building, (inside and outside), so that living conditions will be as normal as for any other City employee's area or place of work.

D. Needed major repairs and work, other than normal house duties of Firefighters will be done by qualified contractors.

E. The City agrees to make repairs and correct any code violations in the fire station.

ARTICLE XXIX
ALL INCLUSIVE CONTRACT

This Agreement, in its entirety, contains all the benefits employees are entitled to, notwithstanding the established past practices in existence prior to this contract.

ARTICLE XXX

DURATION OF AGREEMENT

This Agreement shall extend through December 31, 2008. Either party wishing to terminate, amend or modify such agreement must notify the other party in writing or in compliance with the Rules and Regulations of the Public Employment Relations Commission, Chapter 85, P.L.1977, Title 19, Chapter 16.

This agreement shall remain in full force and effect during negotiations between parties beyond the date of expiration set forth herein until the parties have mutually agreed on a new agreement.

**Gloucester City Fire Officer's
FMBA Local No. 251**

City of Gloucester City

Local President

Mayor

Local Secretary