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A G R E E M E N T

between

Englewood City of

~~THE CITY OF ENGLEWOOD~~

and

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, BRANCH 24

(FIRE OFFICER'S GROUP)

LOCCKE & CORREIA, PA
50 E. Palisade Avenue
Englewood, N.J. 07631
(201) 567-9090

AGREEMENT

Between:

The City of Englewood

and

FMBA LOCAL #24 FIRE OFFICER GROUP

PREAMBLE

THIS AGREEMENT, effective as of the 1st day of January, 1984, by and between the City of Englewood, a municipal corporation situated in the County of Bergen, State of New Jersey, hereafter referred to as the City, FMBA LOCAL #24, (Fire Officer's Group), hereafter referred to as the Fire Officer's Group is designed to maintain and promote a harmonious relationship between the City and such of its employees who are within the provisions of this agreement, in order that more efficient and progressive public service may be rendered.

ARTICLE I

Section 1. The City hereby recognizes the FMBA LOCAL #24 FIRE OFFICER'S GROUP as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all Superior Officers of the City of ENGLEWOOD FIRE DEPARTMENT, but excluding all Firemen and all other employees of the City of Englewood.

Section 2. Unless otherwise indicated, the terms 'Officers', 'Employee', or 'Employees', when used in this agreement refer to all persons represented by the Fire Officers in the above-defined negotiating unit.

Section 3. The City and the Fire Officer's Group hereby agree that the Fire Officers Group has the right to negotiate for Superior Officers as to rates of pay, hours of work, and other terms and conditions of employment.

Section 4. Except as modified by this agreement, it is the right of the City to determine reasonable standards of service to be offered by its employees, determine the standards of selection for employment, determine manpower requirements, direct its employees, take disciplinary action for just cause, maintain the efficiency of its operations, determine the methods, means and personnel by which its operations are to be conducted, determine the content of job classifications, schedule the hours, take all necessary actions to carry out its mission in emergencies, exercise control over its organization and the technology of performing its work.

Section 5. Except as otherwise specified herein, all references to "Chief" shall, in the absence of the "Chief", be deemed to mean "Deputy Chief".

ARTICLE II

Fire Officers Group NEGOTIATIONS COMMITTEE

Its Rights and Duties

Section 1. Those employees (not to exceed one from each group) serving as members of the Fire Officers Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and The Fire Officers Group for the purpose of negotiating the terms of an Agreement, when such meetings take place at a time during which such members are scheduled to be on duty. However, such employees shall, if required, provide their own replacement, such replacement to be paid for by the City at straight time or receive compensatory time at straight time.

Section 2. There shall be two (2) members of the Fire Officers Group Grievance Committee granted leave from duty with full pay for all meetings between the City and the Fire Officers Group for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty. However, such employees shall, if required, provide their own replacement, such replacement to be paid for by the City at straight time or receive compensatory time at straight time.

Section 3. Association Business Leave

One designee of the Association shall be granted reasonable leave from duty with pay for one Association meeting per month for the performance of his duties of his office, provided such leave does not interfere with the efficient operation of the Department and upon at least forty-eight (48) hours advance request to the office of the Chief of Department.

b. The duly elected delegate of the Association shall be granted leave from duty with full pay to attend the Association's Convention in accordance with the N.J.S. 11:26-C-4.

c. Officers shall provide substitutions for duty and acting out of title shall not apply.

ARTICLE III

Manpower

Section 1. Acting Officers

a. Whenever any officer is required to serve as an acting officer higher than his current rank on an hour for hour basis (full hours only), he shall receive the rate of pay of the officer whose duty he is performing, for that period of time, providing member submits working out of title slips during each posted overtime payroll period as per past practice. This shall not apply to mutual exchanges of time for purposes of substitutions or replacements. Failure to notify as above will result in forfeiture of payment.

b. The Chief or Officer in charge may, if required, designate the Acting Officer in the absence of an Officer at the start of or during each shift.

Section 2. Evaluations

All superiors shall evaluate their subordinates at least twice a year.

ARTICLE IV

Hours of Work and Overtime

Section 1. Hours of Work

The work week for all employees who perform fire fighting duties shall be an average of not more than forty-two (42) hours averaged over an eight (8) week cycle and shall be based on the schedule of two (2) days of ten (10) hours each, followed by forty-eight (48) hours off, followed by two (2) nights of fourteen (14) hours each, followed by seventy-two (72) hours off, followed by two (2) days of ten (10) hours each and so on. This schedule is subject to the stand-by requirements that have been in effect heretofore, as set forth in Schedule A below:

SCHEDULE A

Hours of Work and

Standby

Day (1)	8:00 AM	to	6:00 PM	Tour of Duty
	6:00 PM	to	8:00 AM	Standby
(2)	8:00 AM	to	6:00 PM	Tour of Duty
	6:00 PM	to	8:00 AM	Standby
(3)	8:00 AM	to	8:00 AM	(twenty-four hours) (off duty)
(4)	8:00 AM	to	6:00 PM	Standby
	6:00 PM	to	8:00 AM	Tour of Duty
(5)	8:00 AM	to	6:00 PM	Standby
	6:00 PM	to	8:00 AM	Tour of Duty

(6) -- (7) -- (8) -- seventy-two (72) hours off duty

Section 2. Overtime

Whenever an employee works in excess of his regularly scheduled work week of work schedule, as provided for in Section 1, Article IV, in addition to any other benefits to which he may be entitled, he shall be paid for such overtime as follows:

a. Employees shall be paid for all overtime work at time and one-half the hourly rate which he received for his regularly scheduled assigned duty, except that he shall receive no additional compensation when working fora fellow employee on a special leave pursuant to Article XI.

b. (1) The normal work week for employees governed by this Agreement and who are referred to as "day workers" shall be a four (4) day work week with hours from 8:00 a.m. to 6:00 p.m. Such schedule shall include call as is the prior practice.

(2) The Deputy Chief may alter the work schedule for "day workers" to consist of a five (5) day work week with hours from 9:00 a.m. to 5:00 p.m. The prior practice with respect to call shall be maintained.

c. When an Officer is required to appear on City business on off-duty time he shall be paid at his time and one-half rate.

Section 3.

a. For purposes of overtime work under this Article, any employee when serving in an acting capacity in a higher rank or classification shall be considered as holding such rank.

b. Officers responding to a recall shall receive a guaranteed (minimum) of five (5) hours at time and one-half their hourly rate if the response to recall is within thirty (30) minutes or less from the time of notification by pager or telephone by the employer. If the response to the recall is in excess of thirty (30) minutes and the fire is still in progress, payment for response to recall shall be at time and a half, minute for minute, without a guaranteed number of hours.

Those Officers responding to a recall before 7:30 a.m. or 5:30 p.m. whose regular shift follows shall be entitled to a meal time of one (1) hour and thirty (30) minutes.

Those Officers responding to a recall after 7:30 a.m. or 5:30 p.m. whose regular shift immediately follows shall not be entitled to a meal time.

c. Employees shall have the option of receiving overtime in pay or compensatory time off, to a maximum of forty-five (45) hours of such compensatory time. Compensatory time shall accumulate at the time and one-half rate.

d. Longevity payments shall commence and shall be computed and paid on the Employee's anniversary date of employment. Each member shall receive, as part of his annual base salary for the calendar year, a longevity payment of one and one-half percent (1-1/2%) of his base salary for each completed four (4) years of service up to a maximum of nine percent (9%).

e. Payment for muster time shall be at the rate of one and one quarter hours (1-1/4) pay at normal hourly rate each week of the calendar year. Payment will be made where feasible on or before December 15th.

f. Officers shall remain on stand-by as per Schedule A of Section 1. Officers responding to call back while on standby shall receive a minimum of five (5) hours guaranteed at the premium rate of time and one-half for each call back provided that the officer answers the call within thirty (30) minutes of the pager or telephone notification. Time required beyond the minimum call back period shall be minute for minute at time and one-half. If response to call back is in excess of thirty (30) minutes, payment shall be made minute for minute at the time and one-half rate without any minimum.

g. For the purpose of this section, a call back shall mean the required return to Headquarters, while on standby, not in conjunction with the required return of the entire Department or group. A recall shall mean the required return to Headquarters whether or not on standby, in conjunction with the required return of the entire department or group.

Section 4. <u>Penalties</u>

It is recognized by the parties that Officers have a moral obligation to respond to fires when on standby duty. However, toward achieving more cooperation between the officers and the City, the City agrees to a moratorium of the penalties, as per past practices, for failure to respond to a fire when on standby.

It is further understood that if the moratorium fails to achieve its goal that the penalty system will be submitted to expedited arbitration. The moratorium will be reviewed each month by the Chief and the Fire Officer Committee to determine its success or failure. Modifications by mutual agreement of the parties will be made to fit the needs of the situation. It is further understood that there will be no discrimination in the exercising of penalties. If the parties fail to agree, the matter of penalties will be submitted to arbitration. All grievances arising out of past penalties are dropped by mutual agreement.

Section 5. <u>Beeper System</u>

The City agrees to the installation of a beeper system to effectuate recall and call-in. The City agrees to continue the paging system in connection with recall. Said system shall have a minimum radius of 15 miles. Pagers which are accidentally damaged, lost or stolen are to be repaired or replaced by the City at its own cost including battery replacement. Whenever pagers are damaged, lost or stolen, the responsible employee shall submit a report to the Chief in order to effectuate replacement or repair. The Chief shall then determine the legitimacy of the claims.

ARTICLE V

SALARIES

Salaries for the employees covered by this Agreement shall be at the annual rates stated below:

Years of Service	SALARY EFFECTIVE		
LIEUTENANT	2/15/84	1/1/85	1/1/86
First	$27,684.00	$29,622.00	$31,621.00
Second	$28,374.00	$30,360.00	$32,409.00
CAPTAIN			
First	$29,778.00	$31,862.00	$34,013.00
Second	$30,498.00	$32,633.00	$34,836.00

Salaries and effective dates agreed to between the City of Englewood and the Englewood Fire Officers Group are as indicated above.

In the event that all other organized employee groups are to be paid on a bi-weekly basis effective January 1, 1985 or thereafter, then, and in that event, the employees covered hereunder, shall also be paid pursuant to a bi-weekly system. It is further agreed that all the annual salary of an employee is to be paid within the calendar year in which it is earned. The first paycheck of each year shall be paid no later than January 14 of each year and shall include all pay due and owing from January 1 of that year.

ARTICLE VI

Holidays

Section 1.

a. Each employee shall receive thirteen (13) paid holidays per year. Additional holidays given to all other City employees will be extended to officers.

b. Holiday pay will be computed on the basis of ten (10) hours pay at regular hourly rate and shall be based on each employee's yearly salary including longevity. Payment will be made where feasible in the first pay check in June and the first pay check in December of each year.

ARTICLE VII

Clothing Allowance

a. The clothing allowance for officers shall be Three Hundred Fifty ($350.00) Dollars per year. The City will make a good faith effort to pay this allowance by April 15th of the year, based on the availability of funding at that time.

b. Clothing found to need replacement and/or repair during the annual uniform inspection shall be purchased and/or repaired within three (3) months of receipt from the City of the clothing allowance check. Other clothing found in need of replacement and/or repair shall be purchased and/or repaired as needed.

c. The City shall in addition to the foregoing, arrange to cover the cost of replacing clothing and/or equipment damaged during the course of duty at fires. This shall not include minor repairable damage, damage to due negligence or damage resulting from normal wear. Such damage must be reported immediately to a superior officer at the time of the damage, to be verified by that officer and approved by the Chief.

d. The City shall deliver to the FMBA Fire Officer's Group the sum of Five Hundred ($500.00) Dollars each year effective January 1st, 1984, to be administered by the FMBA Fire Officer's Group as a fund for the replacement of personal property of members in the bargaining unit.

ARTICLE VIII

INSURANCE

Section 1. Comparable Benefits

The City shall maintain comparable benefits and coverage under any and all existing insurance programs which are currently in effect.

ARTICLE IX

VACATIONS

a. All employees shall receive twenty-four (24) working days vacation leave which the employee may utilize in segments, provided any such segment of vacation does not exceed twelve (12) working days within the period delineated in subsection (c) below unless approved by the Chief of the Department or his designee.

b. Procedure of choosing officers

1. Seniority of Captains in rank shall be the basis for determining preference of vacation weeks.

2. Seniority of Lieutenants on assigned group shall be the basis for determining preference of vacation weeks. Employees with the same seniority shall draw for order to pick their platoons.

c. Employees shall be permitted to begin their vacations following their regular days off. Employees shall have the option to split vacations into periods of not more than 12 days, provided however, that between June 15 and September 15, vacations must be so split.

d. If no officer of a group is on vacation during any full vacation tour and an officer of such group desires a change from his scheduled vacation period, same may be accomplished by an appropriate request to the Chief, and subject to his approval, provided there is two weeks advance notice.

e. An employee who is entitled to vacation leave at the time of retirement shall receive the earned vacation which has not been taken, effective thirty (30) days prior to the date of retirement.

f. In the event that an employee is entitled to vacation leave at the time of his death, his widow or his estate shall receive the earned vacation pay on the same basis as an employee who is retiring.

g. No more than one man from each group shall be on vacation at one time, provided however, that upon the approval of the Chief or his designee, which approval shall not be unreasonably withheld, up to TWO CAPTAINS MAY BE ON VACATION AT THE SAME TIME. All employees shall have their first selection before any employee makes a second selection of vacation. Vacations shall not be scheduled between December 15th and February 15th.

h. The Fire Prevention Officer shall pick vacations separately from group officers.

i. Up to fourteen (14) hours of recall time may be taken in conjunction with vacation leave.

ARTICLE X

Section 1. Funeral Leave

a. Special leave of absence with pay for four (4) consecutive working days immediately following the death, unless there are extenuating circumstances causing a delay in the funeral, shall be granted to any member of the department in case of death within his immediate family.

b. The term "immediate family" shall include only father, mother, father-in-law, mother-in-law, grandparents, sister, brother, sister-in-law, brother-in-law, spouse, child, guardians or other persons serving in loco parentis to be substituted for mother or father.

c. Such leave shall not be deducted from an employee's accumulated compensatory time.

Section 2. Personal Leave

Officers shall have the following personal leave with pay:

a. Two (2) personal days per year not chargeable to sick leave upon approval of the Chief.

b. Two (2) personal leave days per year with pay chargeable to sick leave.

c. Personal days may be taken in conjunction with vacation.

d. Requests for personal leave shall be granted subject to approval of the Chief, which request will not be unreasonably denied.

e. In addition to the foregoing, if an employee shall actually change his residence and shall officially change his permanent address and register such change with the Office of the Chief, the employee may take as a day off with pay the day upon which he actually moves his residence, subject to the prior approval of the Chief, which approval shall not be unreasonably withheld. In no event shall any employee be entitled to more than one such moving day per year.

f. Personal days may be granted on all holidays except Christmas Day with the prior approval of the Chief.

g. Requests for personal days shall not be unreasonably denied.

Section 3. Sick Leave - Definition

a. Sick leave shall be considered an absence from duty of any permanent employee because of illness, disease, accident or injury.

b. Sick Leave Allowance

1. Each permanent employee of the Department shall be granted sick leave with pay of 15 days per year.

c. Sick Leave Accumulation

1. All unused sick leave of any employee during continuous employment shall be accumulated to his credit from year to year.

2. Sick leave shall continue to accumulate during the time an employee is on authorized sick leave, work related sick leave, military leave or vacation leave.

d. Charges to Sick Leave

1. In order to receive pay while absent on sick leave, the employee or member of his family shall notify the Chief or Officer in Charge at Headquarters thirty (30) minutes before the scheduled tour of duty stating the nature of the sickness.

2. Only days that an employee would have been required to work will be charged against sick leave.

3. Sick leave shall be charged in the amount of one/half (1/2) day for hours off equal to one/half (1/2) or less of the hours which an employee would have been required to work on the day he applied for sick leave, and a full day for more than one/half (1/2) of such hours.

e. An employee shall be entitled to accumulate sick leave of absence with pay, if and when needed.

f. Any employee who shall have used all his accumulated sick leave and requires additional sick leave may from time to time apply to the Council for consideration of an extension of sick leave. The Council shall consider such an extension of sick leave on a case-by-case basis and may grant such an extension for a definite period in accordance with the merits of each case. The employee shall submit to an examination by the City physician or such other physician as the Council shall designate and whenever such physician shall report in writing to the Council that the employee is fit for duty, such extension of sick leave shall terminate. In no case shall an extension of sick leave exceed the period approved by Council.

Section 4. Terminal Leave

Terminal leave shall include all accrued and unused vacation time plus:

a. For those employed at least twenty-five (25) years (or retired on disability pension) one hundred percent (100%) of accrued sick leave or three (3) months salary, whichever is greater.

b. For those employed more than fifteen (15) but less than twenty-five (25) years, one hundred percent (100%) of accumulated sick leave.

c. For those employed between two (2) and fifteen (15) years, fifty percent (50%) of accumulated sick leave.

d. No accumulated sick leave shall be paid respecting any employee discharged for cause other than physical disability.

e. Payment of terminal leave benefits as hereinabove set forth shall be made to the spouse or estate upon the death of an officer.

All employees, employed as of July 1st, 1978, who retire on or before July 1st, 1988, shall be entitled to day-for-day compensation for all their accumulated sick days as of their retirement and these days are to be paid at the employee's daily rate at the time of his retirement.

All employees, employed as of July 1st, 1978, shall be paid on a day-for-day basis for all their accumulated sick days as of the date of their retirement at their daily rate as of retirement, except that no such current employee may be paid for more than 225 days as of retirement, regardless of any additional accumulation.

All employees, hired after July 1st, 1978, shall be paid at their daily rate as of the time of their retirement for all accumulated sick days, except that they shall not be paid for more than 150 days regardless of excess accumulation.

Section 5. Work Related Sick Leave

a. In case a member is disabled either through injury or illness arising out of or resulting from his employment as evidenced by the certificate of the City physician or such other physician as the City shall designate, he shall receive sick leave for the full period of his disability. The determination of the Compensation Board shall be binding. Payments made to such a member while on sick leave as compensation insurance shall be deducted from the amount to be paid the member by the City during such time in which he is carried on the City's payroll. Sick leave due to a work-related disability will not be charged against an employee's sick leave time.

b. The City will make every effort to retain disabled Officers. Any employee who is injured or disabled may be assigned to light duty in the Fire Department if such position is available.

ARTICLE XI

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Procedure

STEP 1 - In the event that any difference or dispute should arise between the City and the Union of the employees over the application and interpretation of the terms of this Agreement including matters of safety, an earnest effort shall be made to settle such differences between the aggrieved employee and his immediate superior within the seven working days of the event being grieved or when the employee should reasonably have known of such event.

STEP 2 - If no satisfactory agreement is reached within five (5) working days, then the grievance shall be reduced to writing and submitted to the Deputy Chief who shall conduct an informal conference as he deems it necessary.

STEP 3 - If no satisfactory agreement is reached within five (5) working days, then a conference will be arranged with the Chief of the Department or, in the absence thereof, the Director of Public Safety.

STEP 4 - Should no acceptable agreement be reached within an additional five (5) working days, then the matter shall be submitted to the City Manager or his designee who may conduct a further conference if he deems it necessary. He shall submit his decision in ten (10) days.

STEP 5 - Arbitration

Within two (2) calendar weeks of the transmittal of the written decision of the City Manager or designee, if the grievance is not settled to the satisfaction of both parties, either party to the agreement may request that the grievance be submitted as hereinafter set forth.

Employees have the right to representation by an official of the Union in Steps 1, 2, 3, 4, 5.

The parties agree to use the procedure of the Public Employment Relations Commission to select an impartial arbitrator who shall have full power to hear and determine the dispute between the parties. The arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and conditions of the agreement and shall decide the dispute within thirty (30) days after the hearing has been closed. The expense of the arbitration shall be borne equally by the parties.

Section 2. General Provisions

a. Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself providing notification of all meetings, steps and grievance answers are given to the Union by the employee and the Union is given the opportunity to be present at all steps of the grievance procedure.

b. The steps provided for herein may be waived by mutual agreement of the parties.

c. If the City fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided, such grievance may be processed to the next step.

ARTICLE XII

Seniority

Time in grade shall be used for Seniority purposes. An employee's length of service shall not be reduced by time lost due to authorized leave of absence for illness or injury. Seniority shall be used for the purpose of selecting vacations.

ARTICLE XIII

MISCELLANEOUS

Section 1.

Employees covered by this Agreement may only be assigned to perform any duty which is related to fire-fighting, fire alarm, fire prevention, rescue, salvage, overhaul work, care and maintenance of fire-fighting equipment and code enforcement program.

Fire superiors shall supervise the code enforcement program.

The inspection duties of the Fire Officers will be based on the Fire Prevention Code and fire-related aspects of the other codes. In addition, fire officers will report other violations they observe to the Chief Inspector, or Deputy Chief Inspector.

The Englewood Fire Officers Group will establish a three member subcommittee to work out details of the program as it evolves with the Department Head, the Deputy Chief and the Chief Inspector.

Section 2.

The City agrees that there shall be no discrimination or favoritism for reasons of age, sex, nationality, race, religion, marital status, union activity or political affiliation, subject to any affirmative action program to be instituted by the City.

Section 3.

The City shall make provisions for workmen's compensation coverage for all employees, whether by insurance or otherwise.

Section 4.

The City shall provide and maintain automobile liability insurance for all vehicles of the Fire Department and general liability insurance, and further shall provide for the coverage by such policies of all employees in the unit, provided however that nothing herein contained shall prevent the City from providing the foregoing coverage subject to any contingencies, exclusions or deductibles recognized by law.

Section 5. Academic Education Incentive

The City will pay additional compensation to each Member who earns or has earned credits toward a recognized undergraduate degree in Fire Science or the equivalency thereof (which equivalency shall be determined by the City Manager). Payment shall be made each year on the basis of all credit hours accumulated and completed by September 15th of the prior calendar year, in accordance with the schedule set forth below:

To qualify, each credit hour must have been completed in or accepted by a recognized institution of higher learning offering a program leading to a degree in Fire Science, or the equivalency thereof (which equivalency shall be determined by the City Manager). Degree, as used herein shall mean associate degree, bachelors degree, or masters degree.

In order to qualify for said payment a Member must present to the City proper certification from the institution attended establishing the number of credit hours completed, together with other relevant information reasonably demanded by the City.

It is understood that each Member who attends a recognized institution as aforesaid shall do so during his off-duty time and at no expense to the City.

All Members of the Fire Department employed as of July 1st, 1978, shall receive educational incentive pay as follows:

a. Such members shall continue to receive educational incentive pay which they were receiving as of July 1st, 1978, and shall receive additional educational incentive pay, as set forth below for such additional courses which were completed by September 15, 1978.

i. The maximum number of credits for which a Member shall receive compensation toward an undergraduate degree shall not exceed 132. The maximum number of additional credits for which a member shall receive compensation toward a masters degree shall not exceed the minimum number of credits required by the recognized institution of higher learning which he is attending for a masters degree in Fire Science or the equivalency thereof (which equivalency shall be determined by the City Manager).

ii. Said additional compensation shall be paid with and as part of the Member's regular salary payments. This compensation will be considered an addition to base salary and will be treated as part of base salary for all benefit purposes other then longevity payments, as has been the practice.

iii. Pursuant to this Agreement, the City will pay each Member each year the following sums for the following grades, per credit:

A	$22.00
B	18.00
C	17.00
D	12.00
F (or incomplete)	-0-
Pass or satisfactory except Physical Ed	18.00
Pass or satisfactory in Physical Ed	17.00
Fail or Unsatisfactory	-0-

b. Additional educational incentive pay (beyond that described in "a" above) shall be accumulated at the rate of $15 per credit, to a total maximum (including all credits earned prior to and subsequent to July 1st, 1978) of 125 credits.

All employees hired after July 1st, 1978, shall only be entitled to educational incentive pay in accordance with the following schedule and only upon reaching the top step of a Firemen's pay grade:

AA ----------	$ 500.00
BA ----------	750.00
MA ----------	1000.00

Payment for the said degree shall not be cumulative and an individual shall be paid only for the one highest degree above.

Section 6. <u>Firematic Courses</u>

Officers will be allowed to attend Firematic courses with the approval and at the discretion of the Fire Chief. Attendance may take place when the officer is on duty, providing there does not exist a manning problem and that the individual attend the session and then return to finish the tour of duty. Furthermore, there will be an attempt to equalize among the officers the opportunity to attend such courses.

Section 7. <u>Agency Shop</u>

The Union shall be allowed to collect 85% of their normal monthly dues from all fire officers who are eligible for membership in FMBA Branch 24 but have declined membership. This clause shall be consistent with New Jersey State Statute and shall remain in effect as long as statute is law.

ARTICLE XIV

TERM OF AGREEMENT

Section 1.

This Agreement shall be effective as of January 1, 1984, and shall remain in full force and effect until December 31, 1986, and thereafter from year to year until terminated. If either party wishes to terminate, amend, or otherwise modify the terms and conditions at the time of expiration, it must notify the other party in writing not less than sixty (60) days prior to such expiration date.

Section 2.

The Agreement shall remain in full force and effect on a day-to-day basis during collective negotiations between the parties extending beyond the date of expiration set forth herein, unless and until either party serves the other with written notice of termination, by registered mail, in which event this Agreement shall terminate ten (10) days following receipt of such notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 15 day of August, 1984.

ATTEST:	CITY OF ENGLEWOOD
Jack Drakeford, City Clerk	William Somers, City Manager
ATTEST:	FMBA BRANCH 24 (Fire Officers Group)