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A G R E E M E N T

Between

THE TOWN OF WESTFIELD

And

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

BRANCH #30

*Union County*

---

Effective: January 1, 1974 through June 30, 1976

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APRUZZESE & McDERMOTT  
A Professional Corporation  
Independence Plaza  
500 Morris Avenue  
Springfield, New Jersey 07081  
(201) 467-1776

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This Agreement made as of the 5th day of February , 1974, by and between the TOWN OF WESTFIELD, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Town" and the FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, BRANCH #30, hereinafter referred to as the "FMBA";

WHEREAS, the parties hereto have entered into collective negotiations and desire to reduce the results thereof to writing;

NOW THEREFORE, it is mutually agreed as follows:

ARTICLE I

RECOGNITION

Section 1. The Town hereby recognizes the FMBA as the sole and exclusive representative for purposes of collective negotiations for all members of the Fire Department of the Town, but excluding the Chief of the Fire Department.

ARTICLE II

PAYROLL DEDUCTION OF FMBA DUES

Section 1. In accordance with N.J.S.A. 52:14-15.9e, the Town agrees to deduct from the salaries of members of the department represented by the FMBA, dues for membership in the FMBA provided the member files an appropriate written authorization with the Town. The deductions will be made twice each year, during the months of December and June.

The dues so deducted will be transmitted to the FMBA Treasurer. The FMBA shall certify to the appropriate Town official in writing the current rate of membership dues.

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Section 2. The FMBA agrees that it will indemnify and save harmless the Town against any actions, claims, loss or expenses in any manner resulting from action taken by the Employer at the request of the FMBA under this Article.

ARTICLE III

MANAGEMENT PREROGATIVES

Section 1. It is understood and agreed that the Town possesses the sole right to conduct the Town's business, to manage and direct the affairs of the Fire Department, to fulfill its lawful obligations and that all management rights repose in it.

Section 2. It is further agreed and understood that all rights of management are retained by the Town unless otherwise specifically restricted by this Agreement.

ARTICLE IV

NO STRIKE

Section 1. During the term of this Agreement the FMBA agrees that there shall be no strikes, work stoppages, job actions or slowdowns of any kind.

ARTICLE V

FMBA SECURITY

Section 1. The parties hereto agree that the conduct of the internal affairs of the FMBA is the sole responsibility and right of the officers and members of the FMBA.

Section 2. The Town and the FMBA agree not to discriminate against, interfere with, or coerce any member of the Department

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in the exercise of his right to form, join and assist the FMBA or to refrain from any such activity.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1. Any dispute involving the interpretation or application of any of the provisions in this Agreement shall be a grievance and shall be settled and determined according to the following procedure which must be followed:

Step 1. An employee with a grievance shall first discuss it with his immediate supervisor, either directly or through the FMBA's designated representative for the purpose of resolving the matter informally.

Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 1, he may file a grievance in writing with the Chief of the Fire Department or his designated representative. A hearing on the grievance shall be held between the Chief of the Fire Department or his designated representative and the aggrieved party and the FMBA's designated representative. Those parties present at Step 1 may be present at Step 2. The Chief of the Fire Department will render a decision in writing within ten (10) working days.

Step 3. If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, he may submit the matter for review by the Town Administrator within five (5)

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working days after receiving the decision in Step 2. The Town Administrator shall render a decision from the record before him in writing within ten (10) working days.

Step 4. If the aggrieved party is not satisfied with the disposition of his grievance at Step 3, he may submit the matter for review by the Mayor within five (5) working days after receiving the decision in Step 3. The Mayor shall render a final decision from the record before him in writing within ten (10) working days.

Section 2. The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement.

Section 3. Any grievance not presented under the grievance procedures described herein within three (3) working days of the occurrence of the condition giving rise to the grievance shall not thereafter be considered a grievance under this Agreement unless reasons satisfactory to the Town are given in explanation of the failure to present the grievance within such time.

#### ARTICLE VII

##### SALARIES

Section 1. During the term of this Agreement, salaries for employees shall be as set forth in Schedule A which is appended hereto and incorporated herein by this reference.

#### ARTICLE VIII

##### HOURS OF WORK AND OVERTIME

Section 1. The schedule of hours of actual duty for the paid officers and members of the Fire Department will average

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forty-two (42) hours per week in any eight (8) week cycle, based on ten (10) hour day shift tours of duty and fourteen (14) hour night shift tours of duty.

Section 2. Whenever an employee works in excess of his regularly assigned work week or work schedule as provided for in Section 1 of this Article, he shall be paid for such overtime work at his regular straight time hourly rate which he receives for his regularly assigned duty, except that he shall receive no additional compensation when working for a fellow employee on special leave pursuant to Article XVI hereof.

Section 3. In the event that an employee is required to report to duty because of a recall, he shall be entitled to a minimum of one hour's pay at his regular hourly rate.

Section 4. The overtime provisions contained in this Article are in lieu of the existing overtime pay practices.

#### ARTICLE IX

#### LONGEVITY

Section 1. The computation for longevity payments under the existing schedule will be made from the anniversary date of employment.

#### ARTICLE X

#### HOLIDAYS

Section 1. Members of the uniformed paid Fire Department shall be paid, in addition to their annual salary, nine (9) holidays at their regular weekly rate of compensation, and effective January 1, 1975 an additional holiday will be added bringing the total to ten (10) holidays per year.

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ARTICLE XI

VACATIONS

Section 1. All members of the uniformed Fire Department shall be granted annual vacation leave with pay as follows:

(a) Up to five (5) days will be granted with one (1) year or less of service with the Department. One (1) day of vacation will be allowed for each two (2) full calendar months of service. Time will be calculated from July 1st.

(b) Up to ten (10) working days vacation shall be allowed members of the Department with between one (1) and ten (10) years continuous service with the Department. One (1) day up to a maximum of five (5) days vacation in addition to one (1) week or five (5) working days will be granted for each two (2) full calendar months of service for more than one (1) year, time to be calculated from July 1st.

(c) Up to fifteen (15) working days vacation shall be allowed members of the Department who have completed ten years of continuous service before July 1st.

(d) Up to twenty (20) working days vacation shall be allowed to members of the Department who have completed fifteen (15) years of continuous service before July 1st.

Section 2. Whenever a member's employment is terminated by death or retirement his unused vacation entitlement will be

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paid to him or to his estate, whichever is the case; provided, however, in the case of retirement the Town has the option, in lieu of payment, to grant the employee time off.

ARTICLE XII

INSURANCE

Section 1. It is agreed that, if during the term of this Agreement, the Town shall grant Rider "J" insurance to any other group of employees, the members of the Fire Department shall also receive said Rider "J" coverage on the same terms and conditions as the other group of employees.

ARTICLE XIII

RETENTION OF EXISTING BENEFITS

Section 1. Except as otherwise provided herein, all benefits which employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Town during the term of this Agreement.

ARTICLE XIV

SAVINGS CLAUSE

Section 1. Should any part or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or any decree of a Court or tribunal of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof.

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Section 2. The parties hereto further agree that this Agreement will be subject to, comply with, and be governed by all applicable laws, Executive Orders, rulings and regulations of any tribunal of competent jurisdiction.

ARTICLE XV

FMBA NEGOTIATING COMMITTEE - ITS RIGHTS AND DUTIES

Section 1. There shall be four members of the FMBA Negotiating Committee. The four members shall consist of two paid firemen and two paid fire officers; not management. These members shall be granted leave from duty with full pay for all meetings between the Town and the FMBA for the purpose of negotiating the terms of an Agreement, when such meetings take place at a time during which said members are scheduled to be on duty.

Section 2. There shall be two (2) members of the FMBA Grievance Committee granted leave from duty with full pay for all meetings between the Town and the FMBA for the purpose of processing grievances, when such meetings take place at a time which said members are scheduled to be on duty. The two (2) members shall consist of one (1) paid fireman and one (1) paid fire officer. The members of the Grievance Committee are to be appointed by the President of the FMBA.

Section 3. The Executive Delegate of the FMBA shall be granted a reasonable amount of leave from duty with full pay for all meetings of the FMBA State Executive Board and all membership meetings of the State FMBA when such meetings take

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place at a time when said officer is scheduled to be on duty, providing that said delegate gives reasonable notice to the Chief of the Fire Department.

ARTICLE XVI

LEAVES

Section 1. Special Leaves

Any employee may, with the approval of the Chief, be granted special leave with pay for any days on which he is able to secure another employee to work in his place provided:

a. Such substitution does not impose any additional cost on the Town.

b. The officer in charge of one of the tours in the firehouse is notified not less than one (1) day prior to its becoming effective, except in the case of emergency request may be made by telephone.

c. The Deputy Chief in charge of the tour on which the substitution is to take place is notified of the substitution as soon as practicable by the officer in charge of the firehouse on the same tour.

ARTICLE XVII

SENIORITY

Section 1. Seniority shall consist of the relative length of accumulated service of each employee. An employee's length of service shall not be reduced by the time lost due to sickness or injury leave, or authorized leave of absence.

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ARTICLE XVIII

BULLETIN BOARDS

Section 1. The town shall permit the FMBA use of one Bulletin Board in each firehouse for the posting of notices concerning FMBA business and activities.

ARTICLE XIX

DURATION

This Agreement shall become effective on January 1, 1974 and shall terminate on June 30, 1976.

Attest:

TOWN OF WESTFIELD

By *Sam A. Veeland*  
Town Clerk

By *Don Hough*  
Mayor

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, BRANCH #30

By *Robert L. ...*  
President  
*Frank ...*  
Secretary

*FM*

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SCHEDULE A

SALARY SCHEDULE

Effective January 1, 1974, the annual salaries of the Fire Department shall be as follows:

Dep. Chief of Fire Dept.-----	\$13,735.00
Captain of Fire Dept.-----	12,895.00
Lieutenant of Fire Dept.-----	12,370.00
Firemen in the probationary period of one year-----	9,600.00
Firemen in the second year from the date of appointment-----	10,410.00
Firemen in the third year from the date of appointment-----	10,850.00
Firemen in the fourth year from the date of appointment-----	11,285.00
Firemen in the fifth year and all subsequent years from the date of appointment-----	11,750.00

Effective January 1, 1975 the annual salaries of the Fire Department shall be as follows:

Dep. Chief of Fire Dept.-----	\$14,885.00
Captain of Fire Dept.-----	13,995.00
Lieutenant of Fire Dept.-----	13,270.00
Firemen in the Probationary period of one year-----	9,600.00
Firemen in the second year from the date of appointment-----	10,910.00
Firemen in the third year from the date of appointment-----	11,450.00
Firemen in the fourth year from the date of appointment-----	11,985.00
Firemen in the fifth year and all subsequent years from the date of appointment-----	12,550.00

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Effective March 1, 1976, the annual salaries of the Fire Department shall be as follows:

Dep. Chief of Fire Dept.-----	\$16,000.00
Captain of Fire Dept.-----	15,000.00
Lieutenant of Fire Dept.-----	14,000.00
Firemen in the Probationary period of one year-----	9,600.00
Firemen in the second year from the date of appointment-----	11,060.00
Firemen in the third year from the date of appointment-----	11,700.00
Firemen in the fourth year from the date of appointment-----	12,335.00
Firemen in the fifth year and all subsequent years from the date of appointment-----	13,000.00

The member of the Fire Department assigned to work as Fire Prevention Officer by the Chief of the Department, shall be paid \$500.00 per annum in addition to any other compensations to which he may be entitled.

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