

117-6287

A G R E E M E N T

Between

CITY OF BAYONNE

And

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL NUMBER 11

Hudson County

Effective: January 1, 1977 through December 31, 1979

APRUZZESE & McDERMOTT
A Professional Corporation
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PREAMBLE

This Agreement, effective as of the 1st day of January, 1977, by and between the City of Bayonne, New Jersey, hereinafter referred to as the City, and the Firemen's Mutual Benevolent Association, Local No. 11, hereinafter referred to as the Unit, is designed to maintain and to promote a harmonious relationship between the City of Bayonne and such of its employees who are within the provisions of this Agreement, through collective negotiations, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION AND AREAS OF NEGOTIATIONS

Section 1. Recognition. The City hereby recognizes the Unit as the exclusive representative and bargaining agent for the bargaining unit, consisting of firemen within the Bayonne Fire Department.

Section 2. Areas of Negotiations. This Agreement, subject to statutory provisions, shall govern all wages, hours, fringe benefits and other conditions of employment hereafter set forth. It will also govern the procedures for adjustments of disputes and grievances, and all other related matters.

Section 3. The members of the Executive Committee, which shall consist of the President, Secretary and the State Delegate, shall be granted permission to attend the local regular monthly meetings or any special meeting, if such meetings are held when they are working. However, the granting of this permission is

subject to the approval of the Fire Chief based on the manpower needs of the Fire Department. Such permission shall not be unreasonably withheld.

Section 4 The City agrees to grant the necessary time off to the duly elected legislative representatives of the Unit in accordance with N.J.S.A. 11:26c-4, such as attendance at State Conventions, provided one (1) month's notice is given to the Chief of the Fire Department. However, the granting of this permission is subject to the approval of the Fire Chief based on the manpower needs of the Fire Department. In accordance with past practice the granting of such permission to a reasonable number of delegates shall not be withheld.

ARTICLE II

HOURS OF WORK AND OVERTIME

Section 1. Other than those employees of the Fire Department assigned to administrative or specialized duties as designated by the Chief of the Fire Department, all members of the Fire Department shall, except in the case of emergency as shall be determined by the Chief of the Fire Department, work a schedule consisting of two 10-hour day shifts followed by 48 hours off, and then to be followed by two 14-hour night shifts followed by 72 hours off. This schedule shall be accomplished in periods of eight-day rotating cycles and shall, over a period of eight (8) weeks, average forty-two (42) hours per week per member of the Fire Department as aforesaid.

Section 2 Overtime

(a) Whenever an employee works in excess of his regularly scheduled work week or work schedule as provided for in Article II, Section 1, effective October 4, 1977 he shall receive compensation at time and one-half (1-1/2) his regular straight time pay, or compensatory time off by mutual consent. If time off is not agreed to, then the employee will receive pay in lieu thereof. Overtime pay occurs only when an employee is held over the normal work shift. If less than a half hour, no pay; if more than a half hour, pay will be hour for hour or portion thereof, including the first half hour. Example: From 6:00 to 6:30 no pay, from 6:00 to 6:40 one hour's overtime pay.

(b) On recall there will be a minimum of four hours at straight time pay. If held more than four hours, pay will be as stated in Article II, Section 2, part (a).

(c) Recall will be from the next due in shift, and will be from a list of companies. The Deputy Chief in charge of that group will maintain and follow or will see to it that such a list is maintained and followed.

Section 3. Acting Assignments

(a) Whenever a Captain is unavailable for duty because of vacation, the Deputy Chief in charge of that group will select a fireman as Acting Captain. Such fireman will be paid for the entire vacation period of the absent Captain at the minimum base rate of a Captain plus the fireman's longevity entitlement.

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(b) Whenever a Captain is unavailable for duty for any reason, the Deputy Chief in charge of the group shall select a fireman to be an Acting Captain. If a Captain is unavailable for two (2) consecutive work days, the fireman assigned to be Acting Captain will be paid at the minimum base rate pay of a Captain plus the fireman's longevity entitlement from the first day of the Captain's unavailability. If a Captain is absent for one day, there will be no compensation for the fireman selected as Acting Captain.

(c) For the purpose of overtime work under this Article, any employee when serving more than one day in an acting capacity in a higher rank or classification, but below the rank of Captain, shall be considered as holding such rank below the rank of Captain and shall be compensated at the minimum base rate of such higher rank or classification below the rank of Captain, from the second day on plus the fireman's longevity.

Section 4. Mutual Aid. When two (2) or more rigs are sent to Jersey City, back-up firemen shall be called in as replacements to operate equipment held in reserve.

ARTICLE III

VACATIONS

Section 1. A new vacation schedule will become effective January 1, 1978 as agreed upon by the City and the FMBA contingent upon mutual agreement on the new vacation schedule by the Fire Superior Officers whose present vacation schedule will be

affected thereby. If the Fire Superiors do not agree on the proposed new vacation schedule, then the current schedule will continue in effect.

Section 2. Vacation for New Hires

All firefighters employed after September 1, 1977 shall be entitled to vacation benefits in accordance with the terms of Schedule A attached hereto.

Section 3. Allowance in Lieu of Vacation. Whenever any fireman dies having to his credit any annual vacation leave properly accumulated, there shall be calculated and paid to his estate a sum of money equal to the compensation which would have been received by the fireman during such period of vacation leave had the fireman lived. No vacation leave will be granted to those on extended sick leave.

Section 4. Personal Days. Subject to the needs of the Department and with the consent of the Chief of the Fire Department, firefighters shall receive one (1) personal day per calendar year. This day is non-cumulative and must be taken during each calendar year.

ARTICLE IV

LEAVES OF ABSENCE

Section 1. Leave Without Pay. Any fireman may be granted, with the approval of the Director or the Chief, leave of short duration without pay provided he shall make such request to the Chief at least ninety-six (96) hours in advance of the day

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or dates for which such leave is desired, with an accurate statement for such request. In the event of an emergency, only reasonable notice for such request shall be required.

Section 2. Military Leave. According to the Civil Service Rules revised edition April 1971, Rule 4:1-17-3 or as prescribed by law.

Section 3. Special Leave. No fireman shall be permitted to exchange a tour of duty or portion thereof with another member, without the written approval of the Chief of the Fire Department. Application for such permission to voluntarily exchange tours of duty must be based on good and sufficient reason. No application shall be forwarded for permission to exchange more than one tour of duty at any one time.

Section 4. Sick Leave. Whenever a fireman is absent due to sickness for more than two (2) working days, a doctor's certificate will be required. Any fireman absent one month due to sickness shall be subject to physical examination by the Doctor assigned by the Fire Chief. Said report is to be forwarded to the Director of Public Safety for review and consideration as to fitness to work. Firemen are subject to physical examination by the Department doctor at any time after an absence due to sickness.

Section 5. Funeral Leave. Special leave will be granted to a member in case of death of his wife, child, parent, brother, or sister. Members so excused shall report for duty at their

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next regularly scheduled tour of duty after the date of the funeral.

ARTICLE V

WAGES

Section 1. The salary schedule for all firemen recognized as being represented by the FMBA shall be as follows:

<i>AA</i> Effective December 28, 1976	9.2	\$13,700
Effective June 28, 1977		14,000
Effective December 27, 1977		14,600
Effective December 26, 1978		15,200
Effective June 26, 1979		16,000

Section 2. Notwithstanding any of the foregoing, anyone appointed after September 1, 1977 to the position of fireman shall be paid during the term of this Agreement in accordance with the salary schedule set forth below:

Starting Salary	\$11,400
Commencing the first day of the first payroll period following the first anniversary of his appointment	12,200
Commencing the first day of the first payroll period following the second anniversary of his appointment	13,000
Commencing the first day of the first payroll period following the third anniversary of his appointment	13,800
Commencing the first day of the first payroll period following the fourth anniversary of his appointment	14,600

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Commencing the first day of the first payroll period following the fifth anniversary of his appointment

First Grade Salary

Section 3. Increments. All firemen with at least five (5) years service shall, in addition to the salary set forth in Article V, Section 1, receive additional salary payments as follows, on the dates indicated below:

(a) All firemen who have been employed for a period of at least five (5) years shall receive an additional 2% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the fifth anniversary of said member's employment.

(b) All firemen who have been employed for a period of at least ten (10) years shall receive an additional 4% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the tenth anniversary of said member's employment.

(c) All firemen who have been employed for a period of at least fifteen (15) years shall receive an additional 6% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the fifteenth anniversary of said member's employment.

(d) All firemen who have been employed for a period of at least twenty (20) years shall receive an additional 8% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the twentieth anniversary of said member's employment.

(e) All firemen who have been employed for a period of at least twenty-five (25) years shall receive an additional 10% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the twenty-fifth anniversary of said member's employment.

Section 4. Clothing Allowance. The firemen shall in addition to their salaries, be paid the sum of two hundred-fifty (250) dollars per year as an allowance for the purchase, care, and replacement of uniforms. The said sum shall be paid in two installments to such members or retired members, who have been in the position mentioned above during the six month period immediately preceding the dates when payments shall come due. The sum of \$125.00 shall come due and payable on the first day of July, and the sum of \$125.00 shall come due and payable on the twenty-second day of December, in each year. For the purposes of this section, the six month period prior to the first day of July shall be deemed to commence on the first day of January and the six month period prior to the twenty-second day of December shall be deemed to commence on the first day of July.

ARTICLE VI

INSURANCE

Section 1. Accidental Death and Dismemberment. All employees shall receive the following city-wide group insurance coverage and benefits now subscribed for as follows:

(a) City-wide group non-contributory life and accidental death and dismemberment insurance coverage in the amount of:

City-wide group straight life insurance of \$2,000.00, except for those members 65 years or older whose coverage shall be \$1,000.00.

City-wide group accidental death and dismemberment insurance of \$2,000.00, except for those members 65 years or older whose coverage shall be \$1,000.00.

(b) The City agrees to provide, at no cost to the employee, city-wide group Blue Cross and Blue Shield coverage including Rider "J" for such employees as presently subscribed for as defined under the respective city-wide group policies of insurance.

(c) The City also agrees to provide non-contributory city-wide group Major Medical expense insurance as presently subscribed for to said employees with a lifetime maximum benefit of \$100,000.00.

(d) The City will assume and pay the cost of the employees' existing hospitalization insurance coverage for dependents.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1. No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any other matter except for just cause. If

any employee is disciplined and in the judgment of the FMBA that such action was taken by the City without just cause, or if a dispute arises concerning an employee(s) wages, hours or conditions of employment, which wages, hours and conditions are controlled by this Agreement, or which are provided for in any statute, ordinance, rule or regulation of the Fire Department, adjustments shall be sought by the FMBA as follows:

(a) The FMBA shall submit such grievance in writing to the Assistant to the Chief of the Fire Department within ten (10) days of the occurrence or event giving rise to the grievance. Within five (5) days after said Assistant to the Chief or his designated representative shall arrange to meet with the representatives of the Unit for the purpose of adjusting or resolving such grievance.

(b) If such grievance is not resolved to the satisfaction of the FMBA by the Assistant to the Chief or his designated representative within five (5) days after such meeting, the FMBA may present such grievance in writing within seven (7) days thereafter, to the Chief of the Fire Department. Within seven (7) days after the Chief receives such grievance, the Chief shall arrange to meet with the representatives of the FMBA for the purpose of adjusting or resolving such grievance.

(c) If such grievance is not resolved to the satisfaction of the FMBA by the Chief within five (5) days after such meeting, the FMBA may present such grievance in writing within seven (7) days thereafter to the Director of Public Safety. Within seven

(7) days after the Director of Public Safety receives such grievance, the Director shall arrange to meet with the representatives of the FMBA for the purpose of adjusting or resolving such grievance.

(d) If such grievance is not resolved to the satisfaction of the FMBA by the Director within five (5) days after such meeting, the FMBA may present such grievance in writing within seven (7) days thereafter to an arbitrator agreed upon by the parties. The cost of arbitration shall be borne by the City and the Firemen's Mutual Benefit Association, Local No. 11 equally.

(e) In a dispute involving a disciplinary action, the Civil Service Commission or the arbitrator so selected shall have the power to uphold the action of the City or to rescind or modify such action, and such power shall include but shall not be limited to the right to reinstate a suspended or discharged employee with full back pay, less any income he might have earned during such suspension.

(f) The time limits specified in the preceding sections of this Article shall not include Saturdays, Sundays or holidays and such time limits may be extended by mutual agreement of all parties. The steps provided for herein may be waived by mutual agreement of all parties.

(g) If a grievance is not submitted within the prescribed time limits as herein before provided, including the provisions

for time limit extensions, it shall be deemed settled. If the City fails to meet and/or answer any grievance within the prescribed time limits as herein before mentioned, including the provisions for time limit extensions, such grievance may be processed to the next step.

Section 2. The decision of the arbitrator shall be final and binding on the City, the FMBA and the employee or employees involved, except in matters involving interpretation of our State statutes or decision of our State courts.

Nothing contained herein shall be construed to deny any individual member his right to appeal under Civil Service rules or regulations, except if he should elect to pursue the arbitration procedure provided for in Article VII, Section 1(d). An employee must elect to pursue his remedy either through the Civil Service Commission or by arbitration as he is not entitled to pursue both remedies.

ARTICLE VIII

DUES DEDUCTION

Section 1. The City, after receipt of written authorization from each individual employee, shall deduct the dues from each pay period as presently deducted and shall transmit them monthly to the Treasurer of the FMBA.

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Section 2. In making the deductions and transmittals as above specified, the City shall rely upon the most recent communication from the FMBA as to the rate of monthly dues and the proper amount of initiation fee.

Section 3. The written authorization referred to in this Article shall be irrevocable for the period of one (1) year or until the termination date of the applicable collective bargaining agreement between the FMBA and the City, whichever is the shorter period.

Section 4. The FMBA agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the City at the request of the FMBA under this Article.

ARTICLE IX

MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the City possesses the sole and exclusive right to conduct the Fire Department's operations, to manage and direct the affairs of the Fire Department, to fulfill its lawful obligations and that all management rights repose in it. The Fire Department shall have control of its operations and shall not be interfered with by the FMBA in the operations or requirements of its facilities, including but not limited to the present practices related to fire fighting, fire prevention, fire watch, rescue,

ambulance service, funeral and parade detail, training and drilling, salvage, overhaul work, care and maintenance of fire fighting equipment and apparatus, touch-up, paint and maintenance of the quarters in a clean, safe and sanitary manner.

Section 2. It is further agreed and understood that all rights of management are retained by the City and the Fire Department unless otherwise specifically restricted by this Agreement. This right shall include but shall not be limited to, the right to:

- (a) Direct the employees;
- (b) Hire, promote, transfer and assign;
- (c) Suspend, demote, discharge, or take other disciplinary action for good and just cause.

ARTICLE X

RULES AND REGULATIONS

Section 1. 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.

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, but with the

further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in this contract.

Section 2. 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 XI

PARITY CLAUSE

Section 1. The parties agree that the firemen shall have parity with the Police Department during the term of this Agreement regarding any new benefits.

ARTICLE XII

RESPONSIBILITIES OF PARTIES TO THIS AGREEMENT

Section 1. 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 operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be and that the FMBA, 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.

Section 2. The City shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown, picketing demonstrations, or other such interference.

ARTICLE XIII

ALL INCLUSIVE CONTRACT

Section 1. 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 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 court of competent jurisdiction, such invalidation of such part or portion thereof, shall not invalidate the remaining portion of this Agreement.

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ARTICLE XV

RECORDS

Section 1. Department Records. A copy of the daily work roster will be given to the FMBA, effective October 1, 1977. The FMBA may purchase copies of prior daily work rosters.

Section 2. Overtime Records. A call list shall be established to equalize overtime, wherever possible, except when the overtime requires a special skill, knowledge or expertise and, in such cases, the employee meeting these qualifications will be given the overtime.

ARTICLE XVI

UNION VISITATION

Section 1. Upon prior notice to the office of the Deputy Chief and with the permission of the Captain in command of the House, an FMBA official shall have access to the premises to handle grievances in accordance with the terms of this Agreement.

ARTICLE XVII

DURATION

This Agreement shall extend through December 31, 1979. Either party wishing to terminate, amend or modify such agreement must so notify the other party in writing sixty (60) days prior to such expiration date. Within fifteen (15) days of the receipt of the notification by either party a conference shall be held between the City and the Unit's negotiating committee for the purpose of such amendment, modification or termination of said agreement.

