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C O N T R A C T

Between

Harrison, Town of
TOWN OF HARRISON
HUDSON COUNTY, NEW JERSEY

and

HARRISON FIREMEN'S
BENEVOLENT ASSOCIATION

X January 1, 1986 - December 31, 1987

Murray & Granello, Esquires
25 Sycamore Avenue
Little Silver, New Jersey 07739
(201) 747-2300

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ARTICLE I

ASSOCIATION RECOGNITION

Section 1. The Town hereby recognizes the Association as the sole and exclusive representative of all uniformed employees in the Fire Department of Harrison below the rank of Chief for the purpose of bargaining with respect to rates of pay, wages, hours of work and all working conditions as required by the law and to the extent so required.

Section 2. The title "Fireman" shall be defined to include the plural as well as the singular.

ARTICLE II

ASSOCIATION PRIVILEGES

Section 1. The President of the Association and authorized delegates shall be granted time off to attend the State conventions of the New Jersey State Firemen's Mutual Benevolent Association and Fire Fighters Association of New Jersey, pursuant to N.J.S.A, 11:26C-4. In addition, the President and authorized delegates of the Association shall be granted time off to attend the international convention of the International Association of Fire Fighters, AFL-CIO, pursuant to N.J.S.A. 11:26C-4. The President and one (1) delegate shall be permitted to attend State meetings.

Section 2. All time granted off herein shall be without loss of pay or other benefit.

ARTICLE III

INDIVIDUAL CONTRACTS

The Town agrees not to enter into any agreement or contract with its employees as defined in Article I, Section 1 of this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE IV

LEAVE OF ABSENCE

Leaves of absence shall be granted pursuant to State Law.

ARTICLE V

UNION SECURITY

Section 1. Dues Check-off: The Town agrees to deduct Association dues upon receipt of written authorization from the firemen and quarterly shall remit the monies collected to the Secretary-Treasurer of the Harrison Firemen's Benevolent Association.

Section 2. Representation Fee:

A. Upon the request of the Association, the Town shall deduct a representation fee from the wages of each employee who is not a member of the Association.

B. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after reentry into employment in the unit.

C. The amount of said representation fee shall be certified to the Town by the Association, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Association to its own members.

D. The Association agrees to indemnify and hold the Town harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.

E. The Town shall remit the amounts deducted to the Association together with the dues deducted pursuant to Section 1 above.

F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.3(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system, or if membership is not so available, the Town shall immediately cease making said deductions.

ARTICLE VI

MANAGEMENT RIGHTS

A. The Association recognizes that the Town may not, by agreement, delegate authority and responsibility which by law are imposed upon and lodged with the Town.

B. The Town reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the Laws of the State of New Jersey and the rulings of the State Civil Service Commission to do the following: to direct employees of the Town, to hire, assign, promote, transfer and retain employees covered by this Agreement with the Town or to suspend, demote, discharge, or take disciplinary action against employees for just cause, to make work assignments, work and shift schedules including overtime assignments, to maintain the efficiency of the Town operations entrusted to them, and to determine the methods, means and personnel by which such operations are to be conducted.

ARTICLE VII

OVERTIME

A. The present practice with respect to overtime compensation shall be maintained for the duration of this Agreement, except that the overtime rate shall be computed on the basis of 2080 hours per annum.

B. Overtime shall be computed at the rate of time and one-half (1 1/2). No overtime shall be paid for zero (0) to nineteen (19) minutes of each hour. Overtime shall be computed after the employee has completed twenty (20) minutes or more beyond his normal tour of duty.

ARTICLE VIII

VACATIONS

A. Members shall be entitled to the following vacation allowance:

Fireman	-	18 work days per annum
Captain	-	20 work days per annum
Deputy Chief	-	24 work days per annum

B. Longevity Vacation:

One (1) additional work day per annum for every five (5) years of service.

C. New members of the Fire Department shall receive pro rata vacation for the first calendar year prorated at the rate of 1.5 days for each full month.

D. Vacation Scheduling Procedure:

1. Vacations shall run from January 1 through December 31 of each year.

2. Vacations will be arranged so that every individual on the tour will, if desired, have two (2) consecutive tours of duty off from June 15 to the Wednesday following Labor Day. Vacation requests will be submitted by May 15.

3. Deputy Chiefs, Captains and swing Captains assigned to companies will pick their vacations by rank and then seniority within their tour. The companies will pick their vacations by rank and then seniority within the company. Two (2) officers must be on duty on

each tour, at all times. The Captain in charge of the company, under the supervision of the Deputy Chief will be responsible for arranging all vacations within the company and forwarding them through the tour Deputy Chief to this office. In reference to the foregoing, one (1) officer or one (1) man from each company will be allowed on vacation. The tour complement on duty will not be less than ten (10).

4. All vacation requests except the "designated summer vacation" will be submitted no earlier than thirty (30) days prior to the date requested.

5. Sick time, injury time, funeral leave, military leave and terminal leave will not affect vacation time.

6. There will be no more than thirty (30) accumulated vacation days carried over into the succeeding year. This will be effective January 1, 1985.

7. During the F.M.B.A. and Relief Association convention dates, duly elected delegates will have preference for time off. If the quota within the tour is not reached, vacation requests in accordance with department policy will be honored.

8. Vacation requests or cancellations will be submitted at least five (5) days in advance, in duplicate. A copy of the request will be returned to the applicant on his next working day, approved or disapproved. Once the vacation has been approved it cannot be cancelled except by the member making the request, or the Chief of the Department in an emergency.

9. A member who is sick during his vacation may retrieve his vacation by submitting a doctor's certificate stating the date

covering the illness.

10. Longevity days will be handled in the same manner as vacation days.

11. Emergency and special leave of absence from duty shall be approved by the Chief of the Department or his designee.

12. Retiring members will receive the following vacation in their last year of service:

<u>DATE OF RETIREMENT</u>	<u>PERCENTAGE OF VACATION</u>
10/1 to 12/31	100%
7/1 to 9/30	75%
4/1 to 6/30	50%
1/1 to 3/31	25%

13. The Deputy Chief in charge of the tour will be responsible for coordinating the vacation procedure.

ARTICLE IX

PARITY

The Town agrees to maintain parity between Fire and Police Departments in salary and other fringe benefits, rank for rank.

ARTICLE X

RULES AND REGULATIONS

Section 1: The Association shall be informed and consulted prior to promulgation of any new rule or the proposed modification of any present rule affecting the terms and conditions of employment. Said notice to the Association shall be given no later than twenty (20) days before the effective date. In the event the Association desires to exercise its rights pursuant to law such rule or regulation shall not become effective until the parties have exhausted all remedies provided by law.

Section 2: Grievances arising under this Article will be processed under the following expedited procedure:

The parties shall agree in advance on a panel of Arbitrators to hear cases under Article X; the parties by joint letter shall designate these Arbitrators. If there are any vacancies in the panel, the parties shall agree on a substitute. Once an Arbitrator is notified of a case, he must schedule a hearing within ten (10) calendar days. After the hearing, the Arbitrator will render a brief award within five (5) working days. The Arbitrator will receive a flat rate of \$500.00 for all time and expenses related to the case. This single rate will be split evenly between the parties. The party wishing to invoke the expedited arbitration procedure of Article X must notify the other party within seven (7) calendar days of the occurrence of the alleged violation.

ARTICLE XI

INSURANCE

Section 1A: Members shall receive fully paid Blue Cross, Blue Shield, Rider J. 365-day hospital coverage and Major Medical Insurance, prevailing fee plan, for themselves and their dependents. Dependent children shall be covered until the age of 23.

Section 1B: Effective March 1, 1983, Rider J. in paragraph sub-A above shall be changed to the so-called "Super J" coverage at a cost of Two (\$2.00) Dollars per man or less per month.

Section 2: Retired members shall receive Blue Cross, Blue Shield, Rider J and Major Medical for themselves and their dependents. Retired members shall also receive prescription insurance as set forth in Section 6 below.

Section 3: Commencing March 1, 1983, the Town shall contribute the sum of Two hundred Twenty-Five (\$225.00) Dollars on a calendar year basis toward a dental plan to be selected by the F.M.B.A. The cost outlay for the calendar year 1983 shall be 10/12ths of \$225.00, or \$187.50. The Town in its discretion may waive this cap.

Section 4: Active members shall receive a \$2,500.00 term life insurance policy.

Section 5: Members shall continue to receive the same liability insurance presently in effect.

Section 6: The Town will maintain a prescription drug program, provided by the Blue Cross of New Jersey Prescription Plan, for all members of the bargaining unit including dependents on a \$1.00 co-pay basis.

Section 7: The Town shall supply to all members all legal protection provided by New Jersey Statutes.

Section 8: Effective January 1, 1985, a medical emergency care rider will be added to the present Blue Cross/Blue Shield coverage.

Section 9: Effective July 1, 1984, those members of the bargaining unit who wish to voluntarily participate in the "Stay Well Program" may do so. The members of the unit who voluntarily participate in this program will pay 50% of the annual cost as it applies to them. The Town will pay the remaining 50%. This benefit will only apply to individuals who are included in the bargaining unit. The parties will make the appropriate administrative arrangements for enrollment, as well as payment. Part of these arrangements will include the Town being billed directly for its portion of the payments. This program shall be an employee-only program.

Section 10: Effective January 1, 1987, the Town shall provide an optical program for all members of the bargaining unit including dependents. The Town shall contribute the sum of One Hundred (\$100.00) Dollars per calendar year for this benefit. The Town in its discretion may waive this cap.

ARTICLE XIII

HOLIDAYS

A. Members shall receive, effective January 1, 1986, thirteen (13) paid holidays. The holidays shall be paid in the first week of July and shall be computed by multiplying thirteen times the member's average daily salary.

B. New members shall receive one and one-twelfth (1 1/12) day for each full month of service during the first calendar year of their appointment to be paid in the first week of December of that calendar year.

ARTICLE XII

CLOTHING ALLOWANCE

A. The present practice governing uniforms shall remain in effect.

B. There shall be a \$400.00 per year payment for uniforms and uniform allowance. The \$400.00 payment shall be made in two installments of \$200.00. A payment of \$200.00 shall be made in the first week of June; the second payment of \$200.00 shall be made in the first week of December.

C. Effective January 1, 1987, the clothing allowance shall be increased by \$75.00 to \$475.00 per year. The \$475.00 shall be made in two installments of \$237.50. A payment of \$237.50 shall be made in the first week of June; the second payment of \$237.50 shall be made in the first week of December.

ARTICLE XIV

SICK LEAVE

Section 1. Just prior to retirement, members shall receive three (3) months terminal leave, with full pay.

Section 2. A retiring member may, at his option, receive a lump sum payment or regular weekly payments for his terminal leave. In order to receive the lump sum payment, the member must give the Town of Harrison advance notice by December 1 of the year prior to the year of his intended retirement. The Town in its sole and absolute discretion may waive this time requirement.

Section 3. The provisions of Sections 1 and 2 above shall expire on December 31, 1986.

Section 4. Effective January 1, 1987, every employee shall be entitled to sick leave, with pay for reasons of sickness or disability on the following basis:

A. During the first year of employment, one and one-quarter (1 1/4) workday of sick leave for each completed calendar month of service.

B. After one (1) full year of employment, fifteen (15) workdays of sick leave, in each calendar year.

C. Unused sick leave shall be cumulative without limit as per Civil Service.

D. Effective January 1, 1987, the provisions of this paragraph shall replace the existing terminal leave program provided for in Section 1 and 2 of this Article. Each Employee upon retirement, shall be entitled to time off with pay, or in a cash lump sum at the employee's option, prior to his retirement, of one-half (1/2) of his accumulated sick leave.

E. Absences due to line of duty or work-connected injury will not be charged against the sick leave provided in Paragraphs A, B, C, and D.

ARTICLE XV

FUNERAL LEAVE

A. A member shall be granted time off without loss of pay or benefits in the event of a death in his immediate family. The time off shall be from the date of death until the date of funeral. Immediate family shall be defined as follows: mother, father, son, daughter, sister, brother, husband, wife, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.

B. A member shall be granted one (1) day off without loss of pay or benefits in the event of the death of his aunt, uncle, niece or nephew on the date of the funeral, if he attends the funeral.

ARTICLE XVI

MILITARY LEAVE

Military leave shall be granted pursuant to Federal and State Law.

ARTICLE XVII

GRIEVANCE AND ARBITRATION PROCEDURE

A. A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.

B. A grievance to be considered in this procedure must be initiated by the employee within thirty (30) working days from the time the employee knew or should have known of its occurrence.

C. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

D. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Town until such grievance has been fully determined.

STEP ONE:

The grievance shall be discussed with the employee involved and the Association representative with the Fire

Chief or his designee. The answer shall be in writing and made within three (3) days by the Fire Chief or his designee, to the Association.

STEP TWO:

If the grievance is not settled through Step One the same shall within five (5) working days be reduced to writing by the Association and submitted to the Chairman, Fire Committee, or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the Association within five (5) days of submission.

STEP THREE:

If the grievance is not settled at Step Two then the Association shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the Mayor. A written answer to such grievance shall be served upon the individual and the Association within seven (7) calendar days after submission.

STEP FOUR:

If the grievance is not settled through Step Three then the aggrieved shall have the right within five (5) working days to pursue all legal remedies afforded by the provisions of the Civil Service Act.

If the grievance is not settled at Step Three and the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, then the Association shall have the right within five (5) working days to submit such grievance to an Arbitrator.

The Arbitrator shall be selected in accordance with the rules of the Public Employment Relations Commission. The Arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The Arbitrator does not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall bear its own costs of the arbitration but the costs of the Arbitrator shall be borne by the Town and the Association equally.

The Association President, or his authorized representative, may report an impending grievance to the Mayor in an effort to forestall its occurrence.

E. Nothing herein shall prevent any employee from processing his own grievance, provided an Association representative, at the Association's discretion, may be present as observer at any hearing on the individual's grievance.

F. WORK STOPPAGES: Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Association agrees that it will not engage in, encourage, sanction, or suggest strikes, slow-downs, mass resignations, mass absenteeism, or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the Town's facilities.

G. Investigation and processing grievances by officially designated representatives which have been formalized and submitted in writing, providing that such time shall be reasonable and limited to one (1) hour and provided there is no interruption of work activities.

In emergency situations these limitations may be extended. The representative shall provide reasonable notification to the Fire Chief or to the appropriate authority whenever he wishes to handle such activity. Permission will not be unreasonably withheld. It is further understood that the Fire Chief has the right to seek adjustment of appointments when the work situation warrants this.

The Association shall designate to the Town the names of the representatives who shall have the authority under this Article.

H. The employer shall process disciplinary charges within thirty (30) days from the date the employer knew or should have known of the occurrence of the infraction of the rules/regulations of the Department. Failure of the employer to process the disciplinary charges within said thirty (30) days shall be deemed to bar the employer from thereafter filing disciplinary charges; provided, however, that nothing in this section shall prohibit the employer from referring to prior similar incidents for purposes of determining an appropriate penalty.

ARTICLE XVIII

SALARIES

	<u>Effective</u> <u>JAN. 1, 1986</u>	<u>Effective</u> <u>JAN. 1, 1987</u>
<u>FIRE CHIEF</u>	\$44,778.00	\$47,689.00
<u>DEPUTY CHIEF</u>	39,301.00	41,856.00
<u>FIRE CAPTAIN</u>	33,421.00	35,593.00
<u>Firemen on</u> <u>Appointment</u>		
- First Step:	19,204.00	20,452.00
- Second Step:	24,570.00	26,167.00
- Third Step:	26,842.00	28,587.00

ARTICLE XIX

LONGEVITY

Section 1: In addition to wages, members shall receive longevity as follows:

Effective January 1, 1986:

After three (3) years:	two (2%) per cent
After five (5) years:	four (4%) per cent
After ten (10) years:	six (6%) per cent
After fifteen (15) years:	eight (8%) per cent
After twenty (20) years	ten (10%) per cent

Section 2: Longevity will be paid in weekly salaries.

ARTICLE XX

COURT TIME

Members of the Fire Department who are required to attend Court and/or other agencies on Fire Department business shall receive pay for a minimum of four (4) hours at the overtime rate for said Court or agency appearance.

ARTICLE XXI

NON-DISCRIMINATION CLAUSE

Neither the Town nor the Association shall discriminate against any fire fighter on the basis of race, creed, color, politics, ancestry, religion, national origin, or membership or non-membership in a labor organization.

ARTICLE XXII

CHANGES, SUPPLEMENTS OR ALTERATIONS

No change in this Agreement shall be effective unless in writing and signed by the parties.

ARTICLE XXIII

SAVINGS AND SEPARABILITY CLAUSES

In the event any provision or provisions of this Agreement is declared illegal or null and void, then said provision or provisions shall be deleted from this Agreement and the remainder of this Agreement shall continue in effect. If a direct economic benefit provision is declared illegal or null and void, then the parties shall renegotiate the sum of such provisions.

ARTICLE XXIV

WORKING HOURS

Section 1: For the duration of this Agreement, the Town, except in cases of emergency, shall not increase the regular hours of firemen on an annual basis over the regular non-overtime hours assigned in 1974.

Section 2: If a man is recalled for any reason, he shall receive a four (4) hour minimum guarantee at his overtime rate of pay.

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement shall remain in effect from January 1, 1986 through midnight December 31, 1987. In the event a successor Agreement has not yet been made, then if the parties mutually agree this contract shall remain in effect until the new Agreement is executed. Negotiations on a successor Agreement will commence at least thirty (30) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective representatives and appropriately attested.

TOWN OF HARRISON

HARRISON FIREMEN'S BENEVOLENT ASSOCIATION

Frank E. Rodgers
FRANK E. RODGERS, MAYOR

Robert Smith
FIREMEN'S REPRESENTATIVE

Josephine M. Catrambone
JOSEPHINE M. CATRAMBONE
TOWN CLERK

John Lawless
CAPTAIN'S REPRESENTATIVE

Therese Mount
DEPUTY CHIEF'S REPRESENTATIVE

Michael DiSalvo
CONTRACT CHAIRMAN

DATED: 11/6/86

DATED: 11/6/86