

THIS DOES NOT
CIRCULATE

CONTRACT BETWEEN
NORTHFIELD PROFESSIONAL FIRE FIGHTERS ASSOCIATION
LOCAL UNION 2364
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
AFL-CIO, CLC

AND
CITY OF NORTHFIELD, NEW JERSEY
1979 - 1980

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A G R E E M E N T

PREAMBLE

THIS AGREEMENT, dated the 1ST day of January, 1979 by and between the CITY OF NORTHFIELD, a municipal corporation of the State of New Jersey, hereinafter referred to as the "City", and the NORTHFIELD PROFESSIONAL FIRE FIGHTERS ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, CLC, hereinafter referred to as the "Union".

ARTICLE 1 - Purpose

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J. Rev. Stat. 34:13 A-5.1 et.seq.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the City and Union; to provide for the resolution of grievances, all in order that the public service shall be expedited and effectuated in the best interests of the people of the City of Northfield and its Fire Fighters and the City.

ARTICLE 2 - Recognition and Areas of Negotiations

Section 2.1. - The City hereby recognizes the union as the sole and exclusive representative and bargaining agent for the bargaining unit, consisting of all the unifored paid fire personnel within the City's Fire Department, excluding the Administrative Captain of the Department.

Section 2.2. - The City and the Union agree that the Union has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, a procedure for adjustment of disputes and grievances, and all other related matters.

ARTICLE 3 - Grievance Procedure

Definition - A grievance is any dispute between the parties concerning the applications or interpretations of the Agreement, or any complaint by a Fire Fighter or the Union as to any action or non-action which may violate any right arising out of his or their condition of employment. The City shall not discipline a Fire Fighter without just cause.

Step 1 - All grievances by Fire Fighters and /or the Union and responses to same by the City shall be in writing. The Union shall appoint a grievance committee, hereinafter referred to as the " Committee", and the Committee shall receive, screen, and process all grievances within five (5) days of receipt. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the Union.

Step 2 - The committee shall within five (5) days after screening submit grievances to the Northfield City Council Chairman of the Fire Committee, or the City's designee, for resolution or written response, with the date of a meeting, within fifteen (15) days of receipt of the written grievance.

Step 3 - Arbitration - In the event the grievance is not resolved at the second step, either party may refer the matter for impartial arbitration. Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the City and the Union. If the City and the Union cannot mutually arrive at a satisfactory arbitrator within ten (10) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence, and within the meaning of this Agreement and such rules and regulations as may be in effect by the Public Employment Relations Commission of the State of New Jersey which may be pertinent, and he shall render his award in writing which shall be final and binding upon the parties. The cost of the arbitrator's fee shall be shared by the City and the Union. Any steward or officers of the Union required in the grievance procedure to settle disputes and/or appear for any arbitration shall be released for work without loss of pay for such purpose, and witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter as provided in this article.

Extensions - Time extensions may be mutually agreed in writing by and between the City and the Union.

ARTICLE 4 - Employment Representation

The Union must notify the City as to the names of stewards and accredited representatives. Not more than one(1) steward and alternate is to be designated. Representatives of the Union who are not employees of the City shall be permitted to visit with employees during working hours at their work stations, provided such visits do not interfere with normal operation or work of the employee and only with the permission of the Administration Captain of the Department, for the purpose of discussing the Union's representation, administration and enforcement of this Agreement.

ARTICLE 5 - Non-discrimination

The City and the Union both agree that there shall be no discriminations by reason of sex, creed, race, or national origin, as far as employment is concerned or as far as any opportunities for improvement or jobs, or as a condition of employment. The City further agrees that it will not interfere with nor discriminate against employees because of membership in or activities on behalf of the Union, nor will the City encourage membership in any other association or union or do anything to interfere with the representation of the Union as the majority representative and the exclusive bargaining agent for all the uniformed paid Fire Fighters.

ARTICLE 6 - Bulletin Boards

The City shall allow the use of the Bulletin Board located in the Fire Department by the Union for the posting of notices concerning Union information, business, and activities.

ARTICLE 7 - Management's Rights

It is the right of the City to determine the standards of service to be offered by its agencies; determine the standards of selection of employment; direct its employees; take disciplinary action for just cause; relieve employees from duty because of lack of work or any other legitimate reason; maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be safely conducted; determine the content of job classifications, negotiate the hours of work, establish pay periods by ordinance; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The practical impact of the decisions on the above matters are subject to the Grievance Procedure. Nothing in this article shall alter or relieve the City of any of its obligations undertaken by this Agreement.

ARTICLE 8 -- Holidays

All employees covered by this Agreement shall be entitled to fourteen (14) paid holidays per year.

- | | |
|------------------------------------|---|
| 1. New Year's | 8. Memorial Day |
| 2. Good Friday | 9. Labor Day |
| 3. Fourth of July | 10. General Election Day |
| 4. Columbus Day | 11. Thanksgiving Day |
| 5. Veteran's Day | 12. Two Personal Days - Employee's Option |
| 6. Christmas Day | |
| 7. President's Day
3rd Mon. Feb | 13. Martin Luther Kings Birthday |

It shall be calculated (1) working day for each holiday, whether it be a 10 hour day shift or a 14 hour night shift. If, for some unforeseen reason, each employee cannot receive his time off before November 30th, he shall be paid for all hours accumulated at straight time. This amount to be paid no later the December 15th.

ARTICLE 9 - Vacations

Section 9.1 - Vacation shall be allowed at the rate of one (1) day per month beginning with the first month after employment. If employment is for a full calendar year. The employee will have accumulated a full twelve (12) days of vacation at the end of the calendar year. If the employee starts employment after the first full month of the calendar year, he will accumulate only the number of days equal to the number of months worked.

Section 9.2.-

1 - 5 years	12 Days
6 - 10 years	15 Days
11 - 15 years	18 Days
16 - 19 years	21 Days
20 - 25 years	24 Days
26 - over	26 Days

Section 9.3 - Days, for the purpose of this calculation, shall be defined as working days. One (1) ten hour day shift equals one(1) day. One (1) fourteen hour night shift equals one (1) day.

Section 9.4 - Vacation allowance must be taken during the calendar year, selection by the employee shall be made on the basis of seniority. Carry over of vacation may be allowed subject to the past practice of the City, as provided in the City Ordinance.

ARTICLE 10 - Sick leave, Funeral Leave, and Union Business Leave

Section 10.1 - Sick leave is hereby defined to mean an employee absence from a regular tour of duty because of illness, accident, exposure to a contagious disease, other than job related, attendance upon a member of the employee's immediate family who is seriously ill and requiring the care or attendance of the employee. A certificate of a physician in attendance of such employee or member of his family may be required as sufficient proof of the need of granting sick leave or leaves. In the case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one(1) day or less, only one medical certificate shall be required for every six (6) month period as sufficient proof of the need of using sick leave. In case of use of sick leave due to a contagious disease, a certificate from the Department of Health shall be required.

Section 10.2 - Sick leave may be accumulated, twelve(12) days for the first year, from then on, one and one-quarter (1 1/4) days per month--fifteen (15) days per year, with no limit to days accumulated. If any employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such allowable sick leave not taken shall accumulate to his or her credit from year to year.

The City shall not require any of its Fire Fighters who may be disabled either through injury or illness as a result of, or arising or arising from his respective employment, to utilize the sick leave accumulated under this section during such disability. Sick leave must have been earned however in order to be used, as in ordinance of this City.

Section 10.3 - Employees covered by the terms of this Agreement shall be compensated upon legal retirement from the Fire Department up to fifty (50) days for unused sick leave at their regular rate of pay as of the time of retirement.

Section 10.4 - All personnel will be given written notice of their amount of accumulated sick leave from year to year.

Section 10.5 - Funeral leaves - A special leave of absence with pay up to a maximum of four (4) days shall be granted to any member of the Department on case of death within his immediate family. The term "Immediate Family" shall include father, mother, father-in-law, grandparents, sister, brother, spouse, child and foster child of an employee, and relatives residing within his household. The special leave period shall commence immediately following the death of such person, and is for the sole purpose of arranging and attending funeral services; such special leave may be extended with or without pay at the discretion of the Chairman of the Fire Committee. The above shall not constitute sick leave and shall not be deducted from annual sick leave.

Section 10.6 Leave for State Association Meetings-

The Executive Delegate and the President of the Union shall be granted leave from duty with full pay for all meetings of the Union's State Association when such meetings take place at a time when such Union officers are scheduled to be on duty, provided the delegates give five (5) days notice to the Administrative Captain to secure another Fire Fighter to work in his place.

ARTICLE 11- Salaries, Longevity, and Overtime

Section 11.1- Salaries for all employees covered by this Agreement as of January 1, 1979 and January 1, 1980 shall be as follows;

	1979	1980
Fire Captain	\$15,595.00	\$16,998.00
Fire Lieutenant	14,800.00	16,500.00
Fire S.P.O. 1-2	14,275.00	16,000.00
Fire Fighter Start 3 yr.	14,275.00	15,500.00
Fire Fighter Start 2 yr.	13,000.00	13,600.00
Fire Fighter Start 1 yr.	11,900.00	11,900.00
Fire Fighter Starting	10,200.00	10,200.00

Section 11.2 Educational Incentive- All Fire related courses that are approved by the Fire Chairman and satisfactorily completed at and accredited 2 or 4 year College, by an employee covered by this Agreement, shall be compensated as follows, payable upon receipt of a certified transcript of credits earned at the close of the college spring semester, as follows:

L.A.A.

\$5.00 per credit from 1 credit to and including 63 credits.

\$640.00 per year for an Associate of Science Degree.

\$1,000.00 per year for a Baccalaureate of Science Degree.

A cut-off date for college credits will be September 1st of that year for pay purposes. The employee shall receive his college education incentive pay on the last pay day in November. If any employee does not further his education by working toward a degree within two (2) years of his past college course, he will forfeit his incentive pay.

Section 11.3-Longevity Pay- Each member of the department listed in Section 11.1 shall be paid according to the following schedule, together with their annual salary. The period of eligibility for length of service for longevity pay shall be determined as of the anniversary date of their employment. Said longevity pay shall be payable annually the last pay day in November, except upon termination of employment. Longevity then will be paid on a pro-rated basis for the number of months of employment from January 1st to date of termination.

2-5 years inclusive	\$75.00
6-9 years inclusive	2.5%
10-13 years inclusive	3.5%
14-17 years inclusive	4%
18-21 years inclusive	5%
21 years and over	6%

All longevity shall be payable in the last period in November. It will be paid on a pro-rated basis on anniversary date.

Section 11.4 - Overtime - Overtime is defined as those hours worked by all uniformed Fire Fighters covered by this Agreement, other than those hours of duty regularly scheduled and normally worked. Overtime pay shall be computed on the base annual salary divided by 2080 hours to establish the basis hourly rate. All overtime hours worked shall be compensated at the rate, of one and one-half (1 1/2) times the basis hourly rate, and that overtime pay shall be paid to the employee along with the regular pay, every two weeks.

ARTICLE 12 - Clothing Allowance

Each member of the bargaining unit shall be credited with a clothing allowance of One hundred and fifty (\$150.00) dollars, which amount shall be credited on January 1, 1979. This clothing allowance is for the cleaning, maintenance and purchase of same, and shall be paid to the employee upon presentation and approval of a receipted voucher for any items listed below:

White Long Sleeve Shirts	Black Sweater
Blue Long Sleeve Shirts	Arm Patches
Blue Long Sleeve Shirts	Badge, Hat
White Short Sleeve Shirts	Badge, Breast
Blue Trousers	Name Plate
Dress Jacker	Pin (Capt., Lieut., etc)
Dress Trousers	Black Shoes
Dress Cap	Work Jacket
Black Tie	Work Socks
Knitted Cap	

This section is not to be construed in such a way as to relieve the City from its obligation to continue to furnish Fire Fighter with appropriate uniforms, turnout gear and equipment to replace such uniforms, gear and equioment when damaged in the line of duty.

ARTICLE 13 - Hospitalization Insurance

The City agrees to family medical coverage to include benefits equal to or better than the usual and customary coverage of Blue Cross and Blue Shield with Rider "J".

ARTICLE 14 - Vacancies and Promotions

The City agrees that when a permanent vacancy occurs in any position it shall be filled or abolished, within a reasonable time, upon official severance of the vacating Department member from the Fire Department. Filling of all vacancies and/or subsequent promotions shall be in accordance with the rules and regulations set forth by the Mayor and the City Council of Northfield.

ARTICLE - 15 - Prevailing Rights

All rights, privileges and working conditions enjoyed by the employees at this time, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement, unless changed by mutual consent in writing.

ARTICLE - 16 - Savings Clause

If any provision of the Agreement, or the application of a provision, should it be rendered or declared invalid by any court action or by reason of any existing or subsequently

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enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE - 17 - Payroll Deduction of Dues

The City agrees to deduct, Two times a month each pay day, from the last pay of each month, dues and assesments in and amount certified to be current by the Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted, each month, by the City to the Treasurer of the Union. This authorization shall remain in full force and effect during the of this Agreement.

ARTICLE 18 - Shift Exchange

Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department, and with the approval of the Administrative Head.

ARTICLE 19 - Working Out of Classification

Any person covered by this Agreement who is required in writing by the Department Head to accept the responsibilities and carry out the duties of a position or rank above that which he normally holds, shall be paid at the rate for that position or rank while so acting.

ARTICLE 20 - Arbitration

ARTICLE 20 - Mandatory Roll Call

All employees will be stationed at 1600 Shore Road, Northfield, N.J. in the Fire Station.

If an employee is called back to work to maintain the Mandatory Roll Call such employee shall be paid at the rate of time and one-half (1 1/2).

ARTICLE 21 - Hours of work and Work Schedule

Section 21.1 - The Fire Line Captain shall work five (5) days a week, day time Monday to Friday, 40 hours a week, his hours worked per week will be forty (40) hours. All additional hours of work will be at his hourly rate of pay at time and one-half (1 1/2) for overtime with the exception of the monthly drill.

A. During the term of this Agreement, the average normal working week for all employees covered by this Agreement will be forty (40) hours per week.

B. Two (2) days of duty, ten (10) hours each day, (8 a.m.-6 p.m.) immediately followed by one (1) night tour of duty, fourteen (14) hours, (6p.m. - 8a.m.), immediately followed by three (3) consecutive days off.

ARTICLE 22 - Department Orders

Written orders for all department policies and order changes will be in writing with the exception of;

- A. During Emergency Situations
- B. Basic Station Orders
- C. During Training Sessions

ARTICLE 23 -- Duration of Agreement

This Agreement shall be effective as of this 1st day of January, 1979 and shall remain in full force and effect until the 31st day of December, 1980. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, 120 days prior to the anniversary date, that it desires to modify or amend this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date; this Agreement shall remain in full force and be effective until a successor Agreement can be signed.

IN WITNESS WHEREOF, This Agreement has been signed on behalf of the City of Northfield by the Mayor, attest by the City Clerk, and on behalf of the Northfield Professional Fire Fighters Association by its proper officers, the day and year first above written.

CITY OF NORTHFIELD

BY: *Nicholas Kuchova*
NICHOLAS KUCHOVA, Mayor

ATTEST:

Carol Raph
CAROL RAPH, City Clerk

CAROL A. RAPH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires DEC. 5, 1983

NORTHFIELD PROFESSIONAL FIRE FIGHTERS ASSOCIATION

BY: *James F. Marsh*
PRESIDENT, LOCAL 2364

Gary D. Murray
William F. Hamilton

6-7-91

City Councilmen of the City of Northfield hereby
individually certify that they have read, understood and
agree to the terms of the Contract hereinabove set forth.

Michael S. ...

MAYOR

Paul A. Long

Richard A. Tuttle

Robert Reed

Arthur ...

Robert B. Williams

Robert R. ...

Member of Council of the City of
Northfield

7.9.1.