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OCT 4 1972

RESOLUTION

72-72

P. Fire

BY COUNCILMAN SALVEST:

WHEREAS, The Town of Kearny has negotiated a Contract with the employees of the Kearny Fire Department, represented by the Firemen's Mutual Benevolent Association; and

WHEREAS, the terms of the Agreement, a copy of which is attached hereto and made a part hereof, are mutually agreeable to the Town of Kearny and the Firemen's Mutual Benevolent Association.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Kearny in the County of Hudson, that, pursuant to the statute in such case made and provided, the Agreement between the Town of Kearny and the Firemen's Mutual Benevolent Association, a copy of which is attached hereto and made a part hereof, be and it is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor of the Town of Kearny be and he is hereby authorized to sign said Agreement and to forward same to PERC, in accordance with New Jersey Statutes and the Town Clerk be and he is hereby authorized to affix the corporate seal of the Town of Kearny thereto.

ADOPTED: October 4, 1972.

I certify that the foregoing Resolution was adopted by the Council on October 4th, 1972.

Stewart C. Cohen
TOWN CLERK OF KEARNY

I hereby approve the foregoing Resolution this 4th day of October, 1972.

Anthony J. Cavalieri
MAYOR OF KEARNY

THIS GENERAL AGREEMENT made and entered into this 4th day of *October* 1972, by and between the TOWN OF KEARNY, in the County of Hudson, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Town" and THE FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, Local 18, a corporation of New Jersey, hereinafter referred to as the "FMBA";

WHEREAS, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work, and other conditions of employment.

NOW THEREFORE, in consideration of these premises and the mutual agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. Recognition and Scope of Agreement

Section 1. The Town hereby recognizes the FMBA as the sole and exclusive representative of all the employees in the bargaining unit as defined in Article I, Section 2, herein for the purpose of collective bargaining and all activities and processes relative thereto.

Section 2. The bargaining unit shall consist of all employees or members of the Fire Department of the Town of Kearny, New Jersey (now employed or hereafter employed, except the Fire Chief and the Deputy Chiefs).

Section 3. This agreement shall govern all wages, hours, fringe benefits and other conditions of employment hereinafter set forth.

Section 4. This agreement shall be binding upon all parties hereto, their successors, administrators, executors and assigns.

Section 5. This Agreement shall be effective as of January 1, 1972 and shall continue in effect until December 31, 1973, and thereafter unless terminated by 60 days prior written notice given by either party to the other expressly stating its intention to terminate this agreement, in which case it shall be terminated 60 days following the receipt of such notice.

Section 6. At least 50 days prior to the expiration of this Agreement, the parties hereto agree to commence negotiations for a new collective bargaining agreement.

ARTICLE II. Collective Bargaining Procedure

Section 1. Collective Bargaining Procedure as to wages, hours, fringe benefits, or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated in writing, the Mayor of the Town and the President of the FMBA shall be designated as bargaining agents. Additional representatives of each party may participate in a collective bargaining meeting.

Section 2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either the Town or the FMBA.

Section 3. The Town shall not enter into any Agreement with employees which in any way conflicts with the terms of this Contract, and it shall recognize only an official representative of the FMBA as a bargaining agent.

ARTICLE III. Conducting FMBA Business on Town's Time

Section 1. The Chief of the Fire Department shall permit members of the FMBA Grievance Committee (not to exceed 3) and the members of the FMBA Negotiations Committee (not

to exceed the number of the Town Negotiation Committee) permission to attend meetings of said Committees during the duty hours of the members without loss of pay, provided said meetings shall not diminish the effectiveness of the Fire Department or require the recall of off-duty firement to bring the Department to its proper effectiveness subject to the provisions of Section 4 hereafter.

Section 2. The Chief of the Fire Department shall permit the FMBA Grievance Committee or the FMBA Negotiations Committee to utilize Fire Department facilities provided the efficiency and effectiveness of the Department is not in any way diminished.

Section 3. The Town agrees to grant the necessary time off to the President and/or Legislative representatives of the FMBA (not exceeding nine employees) in accordance with N.J.S.A. 11:26c-4, when conducting official FMBA business during regular working hours, such as attendance at conventions, provided reasonable notice is given to the Town by the FMBA.

Section 4. For three collective bargaining meetings, a maximum of three employees shall be excused from their work assignments, if required, with pay. Thereafter, all employees participating in collective bargaining shall do so without pay when excused from their work assignments.

ARTICLE IV. Management Rights

Section 1. The Town maintains the exclusive right, to direct the work force except as such right is relinquished, modified, or abridged by or is in conflict with 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; (d) take any action necessary in order to maintain the efficiency of the Fire Department; and determine the methods, means, manner, and personnel by which services shall be rendered.

Section 2. The right to make reasonable rules and regulations shall be considered an acknowledged function of the Town except as such right is relinquished, modified, or abridged by or is in conflict, with this Agreement.

ARTICLE V. Discrimination and Coercion

There shall be no discrimination, interference or coercion by the Town or any of its agents against the employees represented by the FMBA because of membership or activity in the FMBA. The FMBA shall not intimidate or coerce employees into membership. Neither the Town nor the FMBA shall discriminate against any employee because of race, creed, color, sex or national origin.

ARTICLE VI. Security

Insofar as permitted by law, the Town agrees to deduct from the pay of all employees of the Fire Department initiation fees, dues, and assessments as required by the FMBA By-Laws and other FMBA rules and regulations duly enacted. All such deductions shall be paid to the properly designated FMBA official monthly on a regular recurring basis.

ARTICLE VII. Wages

Section 1. The following salary schedule shall be effective for the period commencing January 1, 1972 through December 31, 1972.

TITLE	DIFFERENTIAL FROM HIGHEST PAY GRADE OF FIREMEN	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR
Police & Fire Signal System Supt. & Chief Inspector of Combustibles	1.38	\$14,268	\$14,559		
Asst. Police & Fire Signal Supt.	1.355	\$14,010	\$14,296		
Captain	1.317	\$13,619	\$13,897		
Mechanic, Repairman & Lineman	1.317	\$13,619	\$13,897		
Inspector of Combustibles	1.232	\$12,737	\$12,997		
Administrative Clerk	1.075	\$11,114	\$11,341		
Fireman		\$ 9,643	\$10,149	\$10,346	\$10,550

Section 2. The following salary schedule shall be effective for the period commencing January 1, 1973 through December 31, 1973.

TITLE	DIFFERENTIAL FROM HIGHEST PAY GRADE OF FIREMEN	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR
Police & Fire Signal System & Chief Inspec- tor of Combustibles	1.43	\$15,525	\$15,842		
Asst. Police & Fire Supt.	1.391	\$15,104	\$15,412		
Captain	1.352	\$14,683	\$14,983		
Mechanics, Repairmen & Linemen	1.352	\$14,683	\$14,983		
Inspector of Combustibles	1.264	\$13,731	\$14,011		
Admin. Clerk	1.125	\$12,214	\$12,463		
Firemen		\$10,125	\$10,656	\$10,863	\$11,078

The above figures will maintain for 1973 unless the last announced cost of living index of the Bureau of Labor Statistics of the Department of Labor for the Year 1972 should raise more than 5% over the last cost of living index announced

in 1971, in which case the percentage raise shall be adjusted to equal the cost of living increases or if the pay board is dissolved by the President of the United States on or before September 15, 1972, in such case wages shall be renegotiated.

Section 3. When an employee is promoted to a higher rank, he shall be paid the next higher salary in the rank to which he is promoted as has heretofore been the practice and in accordance with the schedule of salaries as set forth above.

Section 3 A. Wages shall be paid weekly.

Section 4. Medical Insurance Premium

(a) The Town agrees to provide, at no cost to the employees, full Blue Cross and Blue Shield coverage, including Rider "J", for all employees and their dependents as defined under the respective policies of Insurance. The Town also agrees to provide major medical insurance to all employees and their dependents.

(b) The Employer further agrees to provide at no cost, to all retired employees who have been, prior to retirement, employees covered by this agreement, full Blue Cross and Blue Shield coverage, including Rider "J" benefits for a period of five (5) years after retirement provided, however, that during such (5) year period the retired employee is not otherwise covered for such insurance by another employer or is not covered by Medicare.

Section 5. Life Insurance

The Town agrees to provide, at no expense to the employees, a four thousand (\$4,000.00) dollar life insurance policy for all employees covered by this agreement.

Section 6. Clothing Allowance

A Clothing Allowance in the amount of \$250.00 for the year 1972 shall be paid by the Town of Kearny, to all employees covered by this agreement, and a clothing allowance of \$300.00 will be paid for the year 1973. Said Allowance will be paid the first Friday in May. In the event of retirement or death, the employee or his estate shall receive the earned clothing allowance pay for that year.

Section 7. Holiday Pay

The following shall be recognized as paid holidays under this Agreement for the Year 1972.

New Years Day	July 4th (Independence Day)	Memorial Day
Easter Sunday	Labor Day	Christmas Day
Thanksgiving Day	Election Day	
Veteran's Day	Good Friday	

For 1973, the following additional holidays will be paid:

Washington's Birthday
Columbus Day

It is recognized by both parties that employees of the Fire Department may not by reason of Departmental business enjoy the aforesaid holidays by not working on those dates. Therefore, in lieu of the holiday itself, such employee will receive a full day's pay. In the event any of the aforesaid allowed holidays falls on a non-duty day, said holidays shall be deemed to have fallen on a regular working day.

In the event of death or retirement, the employee or his estate shall receive his earned holiday pay.

Holiday pay will be paid as follows:

Six Holidays on the last payday in June.

Six Holidays on the third payday in December, except for 1972, all holidays will be paid on the third payday of December.

Section 8. Overtime

When an employee is called to duty during his off-duty time or when an on-duty employee is required to remain beyond his normal tour of duty, such employees shall be compensated for such duty performed for the Town at time and one-half when permitted by law, Senate Bill 381, for all hours worked beyond his regular schedule subject to the limitation of Paragraph 1 and 2 hereafter.

1. In the event an employee is recalled to duty, the employee shall be entitled to a minimum of two hours overtime.

2. In the event the employee is continued on duty beyond his normal tour of duty, the employee shall be entitled to overtime compensation, for a minimum of one hour.

Section 9. Hours

The hours of employment shall be pursuant to the provisions of an Ordinance entitled, "An Ordinance Establishing a Schedule of Actual Duty for the Uniformed Members of the Paid Fire Department of the Town of Kearny", adopted February 22, 1961, and the amendments and supplements to date thereto, which Ordinance is made a part of this Agreement as though set forth at length herein.

Section 10. Line Up Pay

All employees of the Department are presumed to stand roll call at the beginning of their tour necessitating arrival earlier than the actual time of commencement of their tour. Thus, all employees will be compensated by the payment of Line up pay in the amounts of \$100.00 for 1972 and \$150.00 for 1973.

ARTICLE VIII. Leaves of Absence

Section 1. Leaves of absence may be granted by the Town pursuant to the provisions of N.J.S.A. 38:23-1 et seq., and 40:46-32 for military service, sick and disability leave, and for other reasons as permitted by law.

Section 2. The Chief of the Fire Department, subject to the consent of the governing body may authorize Special leaves of absence not to exceed six calendar months in any one year without pay for urgent personal business requiring the employee's attention for an extended time.

Section 3. The Town will permit employees bereavement leave with pay not to exceed four calendar days beginning with the date of death, for the employee to attend to arrangements for funerals of spouses, children, parents, brothers or sisters, or mothers-in-law or fathers-in-law.

Section 4. The Town agrees to pay employees at their regular rate of pay during periods of disability due to illness, injury or recuperation therefrom for a maximum period of one year from the date of such disability, provided such employee is incapable of performing his duties as a fireman and that such disability is established by a competent physician.

Section 5. The Town retains the right to extend this period of payment for disability due to illness or injury beyond one year at its discretion.

Section 6. The Town may require at any time during the period of such extended disability, as described in Section 5 above, that the employee be examined by a physician selected and paid for by the Town for such purpose.

Section 7. In the event a disagreement arises with respect to the existence or extent of the disability, such issue shall be determined by a physician agreed to by and between both of the parties of this Agreement, i.e., the Employer and the FMBA.

Section 8. If at any time a doctors certificate is requested by the Chief for any reason, the Town will pay for such certificate.

ARTICLE IX. Vacations

1(a) All employees covered by this Agreement after three years of service shall receive a 16 working day vacation with pay annually. Such employees entitled shall be effective for the year during which the 3rd year of employment is completed.

(b) All employees employed on or before July 15th shall be entitled to a ten working day vacation.

(c) All employees employed after the 15th day of July, shall receive no vacation period for the balance of the calendar year.

(d) Seniority and grade within the group shall be the basis for determining preference of vacation days. Vacation schedules shall be set with the approval of the Chief.

(e) In the event that an employee is reinstated after a resignation, his time out of the Town's employ, shall be deducted in computing his vacation eligibility and his seniority. An employee must work for a minimum of five months consecutively upon returning from an extended voluntary leave of absence or resignation before he will be permitted to take his vacation.

(f) In the event of retirement or death, the employee or his estate shall receive his earned vacation pay.

(g) The employee's vacation pay shall be in the same amount had he worked his standard schedule.

ARTICLE X. Maintenance of Standards and Protection of Conditions

Section 1. The Town agrees that all general working conditions pertaining to the physical facilities of the employment shall be maintained at not less than the Highest standards in effect as of January 1, 1969.

Section 2. Employees may exchange duty times subject to the approval of the Chief of the Fire Department provided the efficiency of the Department is not diminished.

Section 3. No employee of the Fire Department shall be assigned to perform any duty which is unrelated to fire fighting, fire prevention, rescue, salvage, overhaul work, care and maintenance of fire fighting equipment and apparatus, or any other similarly related work or the normal daily care of the fire department quarters.

ARTICLE XI. Bulletin Boards

The Town shall permit the FMBA reasonable use of all bulletin boards located in the respective firehouses for posting notices concerning FMBA business and activities, but no notices shall contain salacious, inflammatory, or anonymous material.

ARTICLE XII. Liability Insurance

The Town agrees to provide liability insurance coverage in an adequate sum covering its employees and agents during the performance of their duties.

ARTICLE XIII. Pensions

The Town shall provide pensions and retirement benefits to employees covered by this Agreement pursuant to pro-

visions of the statutes and laws of the State of New Jersey (N. J. S.A. 43:16 and 43:16A et seq.).

ARTICLE XIV. Parity

The Town agrees, that, in the interest of uniformity, fairness and welfare of the Department and the good of the Town, to keep parity between the salaries of the Police and Fire Departments of the Town of Kearny.

ARTICLE XV. Grievance Procedure

Section 1. A grievance is defined as any disagreement or dispute relating to the terms and provisions of this contract, between the Firemen, between the Firemen and the Employer, or between the FMBA and the Employer, whereas to the said terms, and provisions of this contract, there has been an inequitable, improper, or unjust application, interpretation or violation of this agreement, or a policy or administrative decision interpreting this agreement, which affects them.

Section 2. Nothing in this agreement shall prevent an employee from discussing any problem with his superior, but there will be no formal grievance until it has been reduced to writing.

Section 3. The following procedure is established for the presentation of grievances and shall be pursued in the order specified.

(1) In the first instance, the FMBA through its duly authorized representative, shall attempt to settle informally, all grievances.

(2) If the grievance is not settled informally, then the FMBA shall submit such grievance in writing, no later

than ten (10) days after the incident complained of, except in those cases where the aggrieved is physically incapacitated in which event, he or the FMBA shall initiate his complaint within ten (10) days after regaining his capacity to act, to the Chief of the Fire Department and the Answer to such grievance shall be made in writing with a copy to the FMBA and information copy to the Town Attorney within five (5) days of its submission, excluding Saturdays, Sundays, and Holidays.

(3) If the grievance is not resolved in accordance with the procedure set forth in paragraph 2 herein, or if no answer has been received from the Chief within the time set forth therein, the FMBA shall submit the grievance to the Fire Committee who shall act on behalf of the entire Mayor and Council thereon, for the purpose of adjusting or resolving such grievances. The Fire Committee shall hold a hearing at which all parties in interest shall have the right to be heard, and shall report its findings in writing to the FMBA, and employee concerned, within ten (10) days in writing. Nothing herein contained, shall prohibit the informal settlement of a grievance at any stage.

(4) If the grievance is not settled through the steps as outlined above, then the aggrieved shall have the choice of pursuing all legal remedies afforded by provisions of the Civil Service Act, or to submit such grievance to Arbitration in accordance with Article XVI herein.

ARTICLE XVI. Arbitration

Section 1. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this Agreement, not settled by the Grievance Procedure as herein provided, shall be referred to an arbitrator as hereinafter

provided.

Section 2. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following the presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the dispute in the manner set forth in Rule 19:12-14, Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission.

Section 3. The decision of the Arbitrator shall be in writing and shall include the reasons for each finding and conclusion, and be rendered within thirty (30) days if circumstances permit. The arbitrator shall have no right to vary or modify the terms of this agreement.

Section 4. The decisions of the Arbitrator shall be final and binding on the FMBA and on the Town.

Section 5. Where an employee has exercised his right to appeal as expressly granted in the Revised Civil Service Rules or Statutes of New Jersey, there shall be no right to arbitration under the provisions of this Article.

Section 6. In the event of a change in the law governing the New Jersey Employment Relations Commission or its rules and regulations which would in any way effect the method of selection of an arbitrator, then, in the alternative, the party demanding the arbitration shall request the American Arbitration Association to submit a list of nine (9) arbitrators from which

the parties may make a selection of an arbitrator. If the parties fail to agree on the selection of the arbitrator from the list, each party shall alternately strike one name until but one name remains and that party shall be the arbitrator of the issue or issues to be arbitrated. The cost of the arbitrator's services, if any, shall be shared by both parties, and each of the parties shall bear its own costs.

ARTICLE XVII. Savings Clause

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event any clause or clauses shall be finally determined to be in violation of any law, then and in such event, such clause or clauses only, to the extent that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph, in which offending language may appear. In the event of such contract clause invalidation, both the Town and the FMBA agree to meet within ten (10) days of such determination and negotiate a valid clause reflecting the intent of the parties and to reach such agreement concerning such valid clause within thirty (30) days. Said Thirty (30) days may be extended by mutual consent of both parties.

ARTICLE XVIII. Waivers

The waiver of any breach, term or condition of this Agreement by either party, shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE XIX. Retroactivity

All agreements made herein relative to wages and other fiscal benefits as agreed upon subsequent to January 1, 1972, shall be retroactive to January 1, 1972.

ARTICLE XX. Minimum Manpower

It is recognized and acknowledged by the Town, that for the past twenty (20) years, Stations 1, 2, 3 and 4, of the Kearny Fire Department, have never been operated below a certain minimum assigned manpower. It is also recognized and acknowledged by the FMBA, that the assignment of personnel to these Stations is a management prerogative exclusively reserved to the Town.

However, both parties agree, that under the circumstances which have existed in the Town of Kearny for the past twenty (20) years, as well as under the circumstances presently existing, the aforesaid Stations in the Kearny Fire Department shall continue to have assigned to them, the following minimum personnel per shift:

Station No. 1	Three firemen and 1 captain
Station No. 2	Four firemen and 2 captains or Five firemen and 1 captain
Station No. 3	Four firemen and 2 captains or Five firemen and 1 captain
Station No. 4	Six firemen and 2 captains or Seven firemen and 1 captain

In the event there is any change in stations or apparatus, the manpower as outlined above, relating to same, will be negotiated.

The right to reassign men, however, is reserved to the Chief of the Fire Department and the Town as heretofore

mentioned in the event the Chief of the Fire Department determines that circumstances have changed.

ARTICLE XXI. Medical Treatment

Insofar as permitted by law, the Town shall provide medical treatment to employees who are retired due to disability for their injuries arising out of and in the course of employment.

ARTICLE XXII. Vacancies

Section 1. In the event of vacancies in the ranks of Assistant Chief, Police and Fire Signal System Superintendent Chief Inspector of Combustibles.

Assistant Police and Fire Signal System Superintendant, Captain, Mechanic, Repairman, Lineman, Inspector of Combustibles, or Administrative Clerk and Firemen, such vacancies shall be filled within sixty days of the effective date of the vacancy provided there is an existing Civil Service list.

Section 2. If no Civil Service list for each of the ranks enumerated in Section 1 above exist at the time of the vacancy, the Town shall request or call for such test within thirty days of the effective date of the vacancy and such vacancy shall be filled within thirty days of the promulgation on a list resulting from the said test. All appointees to the fire department must be made from a Civil Service list, subject to Federal Laws and provided such action does not cause a loss of State or Federal Aid which would be beneficial to the Town.

Section 3. The Town reserves the right to create a table of organization of Fire Department personnel by Ordinance which shall set forth the number of employees in the

ranks heretofore enumerated that the Fire Department shall have on its force

The Town also reserves the right to amend such table of organization if it deems necessary to do so in the best interest of the Town of Kearny.

ARTICLE XXIII. Longevity

Section 1. Effective January 1, 1972, every employee covered by this Agreement shall be paid in addition to the rates of pay set forth in Article VII herein, a longevity increment based upon years of service with the Kearny Fire Department in accordance with the following schedules:

<u>Years of Service</u>	<u>For Year 1972</u> <u>Percentage</u>	<u>For Year 1973</u> <u>Percentage</u>
5 through 9	1 1/2 -----	2
10 through 14	3 -----	4
15 through 19	4 1/2 -----	6
20 through 24	6 -----	8
25 and over.	7 1/2 -----	10

Section 2. Longevity shall be considered earned as of January 1st., of each year, if the employee shall have completed his necessary years of service during said calendar year and longevity shall be paid in January of each year. In the event of retirement or death, the employee or his estate shall receive his earned longevity pay.

ARTICLE XXIV. Acting Capacity

All employees working in a capacity in a pay grade above theirs will be paid in the lowest step of that pay grade for the time of such performance provided such designation is made in writing by the Chief or his authorized designee.

ARTICLE XXV. Mutual Aid

In the event an employee is sent to work in

another Municipality for Mutual Aid the employer agrees that in the event such employee is killed or injured while rendering aid to a neighboring community, or enroute thereto or therefrom, such employee will be fully covered by insurance and pension, the same as if he were working in Kearny.

ARTICLE XXVI. Pay Increases

The pay increases and other financial benefits allowed by the within agreement are expressly made subject to the approval of the United States Pay Board as established under the Economic Stabilization Act of 1970 as amended. Both parties hereto agree to jointly apply to said Pay Board for approval of the financial terms hereof.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this 26th day of OCTOBER, 1972.

TOWN OF KEARNY

By Anthony J. Cavalier
ANTHONY J. CAVALIER
Mayor

Stewart Aitken
ATTEST: STEWART AITKEN
Town Clerk

FIREMEN'S MUTUAL
BENEVOLENT ASSOCIATION - LOCAL 18

By Joseph P. Russell
President.

Joseph P. Russell
ATTEST: Secretary
FMBA #18