

3-0388

THIS BOOK DOES  
NOT CIRCULATE

A G R E E M E N T

BETWEEN

THE TOWN OF MONTCLAIR, NEW JERSEY AND  
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION,

LOCAL NO. 20

1976

*Escrow Account*

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Labor Relations

OCT 27 1977

RUTGERS UNIVERSITY

## PREAMBLE

This Agreement, effective as of the first day of January, 1976, by and between the Town of Montclair, situated in the County of Essex, State of New Jersey, hereafter referred to as the "Town," and Local No. 20, Firemen's Mutual Benevolent Association, hereafter referred to as the "FMBA," is designed to maintain and promote a harmonious relationship between the Town and such of its employees of the uniformed fire department 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 NEGOTIATION

#### Section 1. Recognition

The Town hereby recognizes the FMBA as the exclusive majority representative and bargaining agent for the bargaining unit, consisting of all paid full time uniformed fire personnel within the Town's Fire Department within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S. 34:13A-1.1 et seq.

#### Section 2. Areas of Negotiation

The Town and the FMBA hereby agree that the FMBA has the right to negotiate as to rates of pay, hours of work and other terms and conditions of employment.

ARTICLE II

FMBA BUSINESS LEAVE

Section 1.

There shall be four (4) members of the FMBA negotiating committee. These members shall be granted leave from duty with full pay for all meetings between the Town and the FMBA for the purpose of negotiating the terms of an Agreement whenever such meetings take place at a time when such members are scheduled to be on duty.

Section 2.

There shall be two (2) members of the FMBA Grievance Committee granted leave from duty with full pay for all meetings between the Town and the FMBA for the purpose of processing grievances whenever such meetings take place at a time when such members are scheduled to be on duty.

Section 3.

The President, secretary and treasurer of the FMBA shall be granted leave from duty with full pay for all membership meetings of the FMBA when such meetings take place at a time when such officers are scheduled to be on duty, provided that reasonable notice is given to the Chief of the Fire Department.

Section 4.

All delegates selected by the FMBA shall be granted leave from duty with full pay for the Annual State FMBA Convention

provided that reasonable notice is given to the Chief of the Fire Department when such meetings take place at a time when such members are scheduled to be on duty.

Section 5.

The local delegate to the New Jersey State FMBA shall be granted leave from duty with full pay to attend regular meetings of the State FMBA when such meetings take place at a time when said delegate is scheduled to be on duty.

ARTICLE III

HOURS OF WORK

Section 1.

It is agreed that the normal work week for unit employees and fire dispatchers shall be an average of forty-two (42) hours computed over the period of the full fiscal period. The hours of work shall begin at 8:00 a.m. and 6:00 p.m. and terminate at 6:00 p.m. and 8:00 a.m. respectively with the following schedule:

two (2) days of ten (10) hours each,  
followed by forty-eight (48) hours  
off, followed by two (2) nights of  
fourteen (14) hours each, followed  
by seventy-two (72) hours off,  
followed by two (2) days of ten (10)  
hours and so on.

In the event that the proposed 1974 Amendments to the Fair Labor Standards Act become operative, or in the event that other federal or state legislation mandating the payment of over-time for hours worked in excess of forty (40) in any one work week

is enacted, it is expressly agreed by and between the FMBA and the Town that the FMBA shall waive any right to overtime payments for the two (2) hours normally worked in excess of forty (40) in any one work week.

Section 2.

For all employees assigned to the Fire Prevention Bureau, officer in charge of the Fire Alarm Bureau, and training officer, the normal work week shall be eight (8) hours per day, five (5) days a week, Monday through Friday, for a total of forty (40) hours, plus assigned duties, hours and holidays, in accordance with present practice.

Section 3.

Present work schedules and practices in connection therewith shall be maintained during the duration of this Agreement.

Section 4.

The Deputy Chief or his designee in charge of each group shall establish a roster of the employees in his group on a seniority basis. Whenever extra-time work paid in money is required, it shall be rotated among employees on the roster. If an employee refuses an assignment to work extra-time, he shall be considered as having worked such extra-time assigned for the purpose of maintaining a proper order of rotation for future assignments, man for man, officer for officer.

ARTICLE IV

SALARIES

Section 1. Salaries

All employees covered by this Agreement shall, effective January 1, 1976, receive the salaries which are set forth in Appendix "A" which is attached hereto and made part hereof.

Section 2. Parity Clause

The Town agrees that it will maintain parity of wages as between employees of the Town's Fire Department and the Town's Police Department.

Section 3.

Subject to the provisions of N.J.S.A. 52:14-15.9e, upon the written authorization by an employee covered by this Agreement the Town agrees to deduct once each month from the salary of each employee the sum certified as FMBA dues and forward the sum to the Treasurer and/or any other duly authorized officer.

ARTICLE V

LONGEVITY

All employees of the Fire Department covered by this Agreement shall be entitled to and be paid longevity pay, computed as follows, and longevity compensation shall be paid to each employee in addition to his base salary:

<u>Years Completed</u>	<u>Percentage of Base Salary</u>
Upon completion of five (5) years	One percent (1%) of base salary
Upon completion of ten (10) years	Two percent (2%) of base salary
Upon completion of fifteen (15) years	Three percent (3%) of base salary
Upon completion of twenty (20) years	Four percent (4%) of base salary
Upon completion of twenty-five (25) years	Five percent (5%) of base salary

Continuous service with the Fire Department and/or with the Town as part of the Police and Firemen's Retirement System shall be the basis for computing longevity.

#### ARTICLE VI

##### CLOTHING AND EQUIPMENT MAINTENANCE ALLOWANCE

#### Section 1.

All employees of the department covered by this Agreement shall be entitled to an annual clothing allowance of Two Hundred and Ninety Dollars (\$290.00), payable in two (2) equal installments, one (1) on May 1 and one (1) on November 1. Employees who retire from the department shall be entitled to a pro rated clothing allowance to the date of retirement or to the date of commencement of terminal leave whichever is earlier. Employees who are honorably separated from the department shall be entitled to a pro rated clothing allowance to the date of such separation for for the year in which such separation occurs.

## ARTICLE VII

### HOLIDAYS

#### Section 1.

Every employee covered by this Agreement shall receive one day's pay at his prevailing rate for a total of twelve (12) holidays. The annual rates of pay set forth in Appendix "A" of this Agreement includes pay for six (6) holidays off with pay and extra pay for six (6) additional days in lieu of holidays.

#### Section 2.

If Town employees (other than members of the Fire Department) receive an unscheduled day off during the year, then, in addition to said twelve (12) holidays, each employee shall receive in 1976 an additional day's pay during the month of December.

#### Section 3.

Each employee shall receive six (6) days off during the year in lieu of the six (6) holidays mentioned in Section 1 hereof. These days may be accumulated to a maximum of twelve (12) and carried over into the subsequent contract year in the event the Town refuses to grant said days when requested. The parties hereto shall make every effort to cooperate in order that these days will be scheduled during the course of the year.



ARTICLE VIII

VACATIONS

Section 1.

The director shall grant annual vacations with pay in accordance with the schedule annexed hereto. (See Section 11-38 Regular Annual Leave.)

ARTICLE IX

HEALTH INSURANCE

Section 1.

The Employer agrees to provide, at no cost to the employee, 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 Employer also agrees to provide, at no cost to the employee, major medical insurance to all employees and their dependents.

ARTICLE X

FIREMEN'S DUTIES

Section 1.

Employees may be assigned to perform any duty related to firefighting, fire prevention, rescue, salvage, care and maintenance of firefighting equipment apparatus, overhaul work, care, maintenance and housekeeping of fire houses. It is understood that this will not encompass major construction, plumbing, electrical, painting, carpentry, masonry or other such maintenance

work and mechanical work normally performed by Repair Bureau employees or non-negotiating unit employees.

Section 2.

Firemen shall not normally perform duties usually performed by members of the police department.

ARTICLE XI

GRIEVANCE PROCEDURE

Section 1.

A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

Section 2.

In the event that an employee wishes to enter a grievance, it shall be presented to the authorized FMBA representative who shall then process the grievance in accordance with this Grievance Procedure.

Step 1. The appropriate FMBA representatives, the aggrieved party, and the Chief of the Department may reach a settlement of the dispute; if they fail to reach an agreement within three (3) days, the aggrieved party shall furnish a written statement of the grievance to the Fire Commissioner for automatic referral to Step 2.

Step 2. A member or members of the Grievance Committee, designated by the FMBA, and the Fire Commissioner shall attempt to settle the dispute within five (5) days or the dispute will automatically be referred to Step 3.

Step 3. If the grievance has not been settled to the satisfaction of the parties at Step 2. of the Grievance Procedure or if no answer in writing by the Commissioner has been received by the FMBA within the time provided in Step 2., the Union may demand arbitration of the grievance in accordance with Article XII, "ARBITRATION" hereinafter set forth. Nothing herein is intended to deny an employee the right to appeal as expressly granted under state, federal or other law.

## ARTICLE XII

### 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, may 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. The party demanding arbitration shall request the New Jersey Public Employment Relations Commission or the New Jersey State Board of Mediation to appoint an arbitrator to hear the arbitration in the manner set forth in Rules or Regulations of either such agency.

Section 3.

The decision of the Arbitrator shall be in writing and shall include the reasons for such finding and conclusion.

Section 4.

The decision of the Arbitrator shall be final and binding on the FMBA and the Employer.

Section 5.

The costs of the services of the arbitrator shall be borne equally by the employer and the FMBA.

Section 6.

Where an employee has exercised his right to appeal as expressly granted under state, federal or other law, there shall be no right to arbitration under the provisions of this article.

ARTICLE XIII

SICK LEAVE

Section 1.

Employees covered by this Agreement shall continue to receive the sick leave, and accumulated sick leave benefits which

were in effect prior to the execution of this Agreement.

Section 2. Funeral Leave.

(a) Special leave of absence with pay up to a maximum of five (5) calendar days may be granted to any member of the Department in case of a death within his immediate family but such member shall report for duty the day after the funeral if scheduled to work.

(b) The term "immediate family" shall include only father, mother, grandparents, father-in-law, mother-in-law, sister, brother, spouse, child and foster child of an employee and any relative residing in his household.

(c) 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.

(d) In the event of death of other relatives, request for funeral leave shall be referred to the Chief or his designee for approval.

ARTICLE XIV

ASSOCIATION RIGHTS

Section 1.

All of the rights, privileges and benefits which the employees presently enjoy, shall be retained by the employees, except as those rights, privileges and benefits are specifically abridged and/or modified by this Agreement between the Town and employees.

Section 2. Savings Clause

It is understood that this Agreement shall be construed in harmony with the laws of the State of New Jersey. In the event that any provision of this Agreement shall at any time be declared invalid by Legislative Act or any court of competent jurisdiction, or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XV

TERMS AND CONDITIONS OF THIS AGREEMENT

Section 1.

The term of this Agreement shall commence January 1, 1976 and extend through the later of December 31, 1976 or the date on which a substitute Agreement is executed. Either party wishing to terminate, amend or modify such contract must so notify the other party in writing in accordance with the Rules and Regulations of the Public Employment Relations Commission.

Section 2. Interruption of Work

The FMBA agrees that so long as the Town shall abide by this Agreement, and by any decision by the Public Employment Relations Commission as herein provided for, the FMBA and all uniformed fire personnel within the Department will not cause, sanction, or take part in any strike whatsoever; whether sit-down, sit-in,

COMMISSIONER BONBAL

March 30, 1976

AN ORDINANCE CONCERNING THE FIRE DEPARTMENT OF THE TOWN OF MONTCLAIR AND AMENDING SECTIONS 11-21 and 11-38 (a) OF THE REVISED ORDINANCES OF MONTCLAIR, NEW JERSEY, 1959.

The Board of Commissioners of the Town of Montclair, in the County of Essex, does ordain:

Section 1. That Section 11-21 of the Revised Ordinances of Montclair, New Jersey, 1959, be amended to read as follows:

11-21 Regular Salaries

(a) The salaries of the following members of the department appointed after January 1, 1975, shall be paid bi-weekly at the following annual rates:

Fireman, Probationary. . . . .	\$ 10,000.00
Fireman, Regular -	
First year. . . . .	11,192.00
Second year . . . . .	11,884.00
Third year. . . . .	12,576.00
Fourth year . . . . .	13,268.00
Fifth year and thereafter . . . . .	13,960.00

(b) The salaries of the following members of the department appointed prior to January 1, 1975, shall be paid bi-weekly at the following annual rates:

Fireman, Regular -	
First year. . . . .	12,252.00
Second year . . . . .	12,680.00
Third year. . . . .	13,105.00
Fourth year . . . . .	13,533.00
Fifth year and thereafter . . . . .	13,960.00
Lieutenant -	
First year. . . . .	14,435.00
Second year . . . . .	14,862.00
Third year and thereafter . . . . .	15,288.00
Captain -	
First year. . . . .	15,765.00
Second year . . . . .	16,191.00
Third year and thereafter . . . . .	16,617.00

Deputy Chief -

First year. . . . .	\$ 17,185.00
Second year . . . . .	17,612.00
Third year and thereafter . . . . .	18,039.00

Chief -

First year. . . . .	20,683.00
Second year . . . . .	21,292.00
Third year and thereafter . . . . .	21,901.00

The foregoing annual rates include pay for six (6) holidays off with pay and extra pay for six (6) additional days in lieu of holidays.

Section 2. That Section 11-38, subsection (a) of said Revised Ordinances be amended to read as follows:

11-38 Regular annual leave.

(a) The director of the department may grant leaves of absence to members of the department during each year as follows:

	Chief (Based on 5-day weeks). . . . .	26	Working Days
	Deputy Chief. . . . .	16	" "
Captains	Lieutenant - less than twenty-three (23) years of service. . . . .	15	" "
	Lieutenant - twenty-three (23) years of service but less than twenty-five (25) years of service. . . . .	13	" "
	Lieutenant - twenty-five (25) years of service and thereafter. . . . .	14	" "
		15	" "
		15	" "

Fireman appointed prior to January 1, 1976:

Less than fifteen (15) years of service . . . . .	11	" "
Fifteen (15) years of service but less than twenty-one (21) years of service . . . . .	12	" "
Twenty-one (21) years of service but less than twenty-three (23) years of service . . . . .	13	" "
Twenty-three (23) years of service but less than twenty-five (25) years of service. . . . .	14	" "
Twenty-five (25) years of service and thereafter. . . . .	15	" "

Fireman appointed after January 1, 1976:

Upon completion of one (1) year of



service and for four (4) years  
thereafter. . . . . 8 Working Days

Upon completion of five years of service the  
schedule for firemen appointed prior to  
January 1, 1976 will apply.

Section 3. The provisions of this ordinance when adopted  
shall take effect as of January 1, 1976.

sympathetic, general, or of any other kind. The foregoing shall not be deemed in derogation of, but in addition to any prohibition against strikes provided for by Public Law, or other Statute or provision of Law.

ARTICLE XVI

MANAGEMENT RIGHTS AND RESPONSIBILITIES

It is recognized and agreed that the Town possesses the sole right and responsibility to manage the Fire Department, to the control of its properties and the safety thereof and to operate its facilities, and for the maintenance of order and efficiency, and that all management rights repose in it except as same may be expressly qualified by the provisions of this Agreement. It is agreed that the Town may take whatever actions may be necessary to carry out the mission of the Department in situations of emergency.

IN WITNESS WHEREOF the parties have hereto affixed their signatures this                    day of April, 1976.

ATTEST:

Constance B. Arnott  
Constance B. Arnott, Clerk

TOWN OF MONTCLAIR, IN THE COUNTY  
OF ESSEX

By Peter J. Bonastia  
Peter J. Bonastia, Mayor

ATTEST:

Frank A. Quadrell  
Sec'y.

FIREMEN'S MUTUAL BENEVOLENT ASSOC.  
LOCAL NO. 20

By Frank M. Barbause  
Pres.