

9-0045

THIS BOOK DOES NOT CIRCULATE

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THIS GENERAL AGREEMENT made and entered into this 27th day of December, 1969, 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 FIREMENS MUTUAL BENOVOLENT 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 I. 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 wages and other conditions of employment herein set forth.

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

Section 5. This Agreement shall be effective as of January 1, 1969, and shall continue in effect until December 31, 1969, and thereafter unless terminated by 120 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 120 days following the receipt of such notice.

ARTICLE II. Collective Bargaining Procedure

Section 1. Collective Bargaining Procedure as to rates of pay 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 the designated bargaining agent. 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, but no meetings shall be held between September 1 and the first Tuesday of November in each year.

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 Union Business on Town's Time

The Chief of the Fire Department shall

permit members of the FMBA Grievance Committee (not to exceed 3) and the members of the FMBA Negotiation Committee (not to exceed the number on the Town Negotiation Committee) permission to attend meetings of said Committees during the duty hours of the members without a loss of pay, provided said meetings shall not diminish the effectiveness of the Fire Department or require the recall of off-duty firemen to bring the Department to its proper effectiveness.

Section 2. The Chief of the Fire Department shall permit the FMBA Grievance Committee or the FMBA Negotiation 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) 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 and provided further that the efficiency of the Fire Department will not be diminished, or require the recall of off duty firemen to bring the Department to its proper efficiency.

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. Neither the Town nor the FMBA shall discriminate against any employee because of race, creed, color, sex, or national origin.

ARTICLE VI. Security

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 union rules and regulations duly enacted. All such deductions shall be made to the properly designated union official monthly on a regularly recurring basis.

ARTICLE VII.

Section 1. Wages

Wages shall be paid pursuant to the provisions of an Ordinance entitled "An Ordinance Concerning Civil Service of the Town of Kearny in the County of Hudson" adopted June 22, 1938, 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 2. Insurance Premiums

Insurance premiums shall be paid by the Town of Kearny pursuant to the provisions of an Ordinance

entitled "An Ordinance Authorizing the Payment of (1) Group Insurance Premiums for Town Employees and their Dependents; (2) Clothing Allowance for Police and Firemen; and (3) Seven Holidays for Police and Firemen Each Year" adopted May 12, 1965, 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 3. Clothing Allowance

Clothing allowance shall be paid by the Town of Kearny pursuant to the provisions of an Ordinance entitled "An Ordinance Authorizing the Payment of (1) Group Insurance Premiums for Town Employees and their Dependents; (2) Clothing Allowance for Police and Firemen; and (3) Seven Holidays for Police and Firemen Each Year" adopted May 12, 1965, 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 4. Holiday Pay

All members of the Fire Department shall receive holiday pay pursuant to the provisions of an Ordinance entitled "An Ordinance Authorizing the Payment of (1) Group Insurance Premiums for Town Employees and their Dependents; (2) Clothing Allowance for Police and Firemen; and (3) Seven Holidays for Police and Firemen Each Year" adopted May 12, 1965, 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 5. Emergency Pay Compensation

Emergency pay compensation shall be paid to police and firemen pursuant to the provisions of an

Ordinance entitled "An Ordinance Authorizing the Payment of Emergency Duty Compensation" adopted July 9, 1969, 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 6. 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.

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., 40:11-9 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 absences not to exceed three calendar months in any one year without pay for urgent personal business requiring the employees' attention for an extended time.

Section 3. The Town will permit members of the FMBA bereavement leave with pay not to exceed 4 calendar days beginning with the date of death, for the employee to attend to arrangements for funerals for spouses, children, parents, brothers or sisters, or mothers-in-law or fathers-in-law.

ARTICLE IX. Vacations

a. All employees covered by this Agreement after five years of service shall receive a 16-working day vacation each year provided that the increased vacation may be granted by the Fire Department without detriment to effective fire coverage to the Town of Kearny and that it may be granted without additional costs or the hiring of additional firemen in said Department.

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 shall receive no vacation period for the balance of the first year of their employment.

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 a minimum of five months consecutively upon returning from an extended 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.

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, the effective date of this Agreement.

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. Employees on recall duty shall request permission prior to leaving the Town of Kearny. All other employees may leave the Town of Kearny during their off duty hours without permission with the exception of occasions when an emergency has been declared.

Section 4. 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 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.

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 pension and retirement benefits to employees pursuant to the provisions of N.J.S.A.43:16 and 43:16 A.

ARTICLE XIV. Parity

The Town agrees, that, in the interest of uniformity, fairness and the 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. Interruption of work

The FMBA agrees not to cause, sanction, or take part in any strike whatsoever, whether sit-down, sit-in, 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 by any other statute or provision of law.

ARTICLE XVI. Grievance Procedure

Section 1. The term "grievance" means a complaint by any employee where as to him there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee. A grievance pertains to working conditions and the relationship between an employee and his superior or between fellow employees.

The term grievance and the procedure relative thereto shall not be deemed application in matters where a method of review is prescribed by law.

Section 2. An aggrieved employee shall initiate his complaint to his immediate superior within five days of the occurrence complained of except in those cases where he is physically incapacitated in which event he shall initiate his complaint five days after regaining his capacity to act. Failure to act within this period shall constitute an abandonment of the grievance. If the grievance is not adjusted satisfactorily at this stage, it may be subject to the grievance procedure set forth below and shall be presented by the authorized FMBA representative.

Section 3. When the FMBA wishes to present a grievance for an employee or group of employees for settlement, such grievance shall be presented by the authorized FMBA representative in the order outlined below. Settlement of any grievance shall not be inconsistent with the terms of this Agreement.

Section 4. The procedure for presentation of grievances is as follows:

Step 1. Within 20 days of the complained of occurrence, the President of the FMBA or his duly authorized and designated representative shall present and discuss the grievance or grievances with the Assistant Fire Chief of the Town of Kearny or his duly designated representative. The grievance shall be reduced in writing with a copy to the Chief specifying therein:

1. The nature of the complaint.
2. The result of the previous discussions with the immediate superior.
3. The basis of the employees' dissatisfaction with the determination made by the immediate superior.

The assistant Fire Chief shall answer the grievance within five days after the same has been presented.

Step 2. Should the aggrieved employee and/or the FMBA grievance committee decide that the reply of the Assistant Chief is unsatisfactory, the FMBA grievance committee shall, within 5 days, submit the facts of the grievance again in writing, signed by the complainant, to the Chief. The Chief shall, within 5 days, reply to the FMBA grievance committee in writing of his decision. The Chief, prior to his decision, shall hold an informal meeting with the aggrieved employee,

his immediate supervisor, and a representative of the FMBA Grievance Committee, the Assistant Chief and establish from each the facts of the situation.

Step 3. If the grievance is not resolved in Step 2 or if no answer has been received from the Chief within the time set forth in Step 2, no later than 10 days thereafter, the FMBA shall present the grievance in writing to the Fire Committee. The Fire Committee shall hold a hearing at which all parties in interest shall have a right to be heard. The Fire committee shall submit its report including its findings and recommendations to the Mayor and Council at the regularly scheduled Council meeting following said hearing. Within 10 days thereafter, the Mayor and Council shall notify the FMBA of its determination.

NOTE: All time periods are exclusive of Saturdays, Sundays, or Holidays.

Step 4. If the grievance has not been settled during Step 3, the FMBA may request advisory arbitration of the grievance pursuant to the rules and regulations of the Public Employment Relations Commission, Chapter 303, Laws of 1968. Failure to make a request within 15 days shall constitute a bar to such proceedings. The cost of the arbitration services shall be shared by the parties, and each of the parties shall bear their own costs.

By consent of both parties, the grievance at this Step may be submitted to binding arbitration.

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 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 days. Said thirty 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

TOWN OF KEARNY

By Joseph M. Healey
JOSEPH M. HEALEY, Mayor

ATTEST:

Stewart Cotton
Town Clerk

FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION

By Robert J. Malone
ROBERT J. MALONE, PRESIDENT



F. B. Buisson
Secretary