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1973

AGREEMENT

BETWEEN THE CITY OF LINDEN AND FIREMEN'S MUTUAL BENEVOLENT ASSO-  
CIATION - LOCAL NO. 34

PREAMBLE

This Agreement, effective the first day of January, 1973, and until December 31st, 1974, with the exception being that in the year of 1974 wages and medical benefits shall be renegotiated by and between the City of Linden, New Jersey, hereafter referred to as the "City", and Local #34, Firemen's Mutual Benevolent Association, hereafter referred to as the "FMBA" is designed to maintain and promote a harmonious relationship between the City of Linden and such of its employees 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 AREA OF NEGOTIATION

Section 1. Recognition

The City hereby recognizes the FMBA as the exclusive representative and bargaining agent for the bargaining unit, consisting of all uniformed fire personnel within the Linden Fire Department.

Section 2. Areas of Negotiation

The City, through the Mayor and Council, and the FMBA hereby agree that the FMBA has the right to negotiate as to rates of pay, hours of work, as allowed by law, fringe benefits, working conditions, safety of equipment, procedures for adjustments of disputes and grievances.

ARTICLE II

FMBA GOOD AND WELFARE COMMITTEE - ITS RIGHTS AND DUTIES.

Section 1.

Members of the FMBA Good and Welfare Committee are designated as the FMBA Negotiating Committee. These members, seven

(7) in number shall be granted leave from duty with full pay for all meetings between the City and the FMBA for the purpose of negotiating the terms of an Agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2.

The FMBA Grievance Committee, seven in number, shall be granted leave with full pay for all meetings between the City and the FMBA for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 3.

The Executive Delegate of the FMBA shall be granted leave from duty with full pay for all meetings of the State FMBA and Regional FMBA meetings and all membership meetings of the State FMBA when such meetings take place at a time when such officer is scheduled to be on duty.

Section 4.

The President and Executive Delegate of the FMBA shall be granted leave from duty with full pay to perform the duties of their respective offices.

Section 5.

The President, Executive Delegate and all Delegates elected to represent the FMBA at their annual Convention shall be granted leave from duty with full pay to attend said Convention.

ARTICLE III

ACTING OFFICERS

a. In the event a Fireman serves in an acting capacity initially for 14 working days, which number of days shall be cumulative, he shall receive the salary authorized for said rank for each day thereafter he serves in such acting capacity.

b. The Officer-in-charge of each group on each tour shall keep a roster of employees on the basis of seniority. All

acting assignments in the classification of Captain shall be offered on such list, provided such employees are qualified for such assignments in the judgment of the Chief.

c. In the event a Captain or Deputy Chief serves in an acting capacity initially for 14 working days, which number of days shall be cumulative, he shall receive the salary authorized for said rank for each day thereafter he serves in such acting capacity.

d. In the event a vacancy exists within the Department because of termination of employment, including resignation, retirement, or death, the City agrees to fill such vacancy as quickly as possible.

#### ARTICLE IV

##### Section 1. Hours of Work

The work week for all employees who perform fire fighting duties shall be an average of not more than forty-two (42) hours per week computed over a period of one (1) fiscal year, based on the work schedule cycle of two (2) days of eleven (11) hours each, followed by forty-eight (48) hours off, followed by two (2) nights of thirteen (13) hours each, followed by seventy-two (72) hours off.

##### Section 2. Overtime

a. Whenever an employee works in excess of his regularly assigned work week or work schedule, as provided for in Section 1 of Article IV, in addition to any other benefits to which he may be entitled, he shall be paid for such overtime work at straight time at the hourly rate including longevity which he receives for his regularly assigned duty. In times of an emergency, such as a fire job or recall for a fire he shall receive one and a half (1½) times his hourly rate.

b. Any time a member of the Fire Department is held over after his regular tour of duty; and, if he should be held over for less than two (2) hours he shall be paid for two (2) hours at one and a half (1½) times his hourly rate.

c. Whenever an employee works in excess of his regularly assigned work week or work schedule or is called back to duty after completion of his regular tour of duty or is called back for overtime due to manpower shortage, in addition to any other benefits he may be entitled, he shall be paid for such overtime work at the hourly rate which he receives for his regularly assigned duty, or in the alternative, an employee may, in lieu of overtime payment, choose compensatory time off provided he shall notify the Chief of the Department within five (5) days, and if in the opinion of the Chief, such time off would not adversely effect the operation of the Fire Department.

d. Whenever an employee is called back to work after completion of his regular tour of duty, he shall be paid a minimum of two (2) hours pay at 1½ times his regular hourly rate or compensatory time off at his option.

e. In the event that overtime is required in any Firehouse, it shall be worked by an employee of the same rank or classification, i. e. Officer or Fireman, as that held by the employee on the tour in the Firehouse in which such overtime is requested who was last to "report off duty" and whose absence brings his Company on his tour below the minimum manpower strength allowed. For Example, if the last employee to thus "report off duty" is an Officer, the overtime thereby required would be worked by an Officer, or if the last employee to thus "report off duty" is a Fireman, the overtime thereby required would be worked by a Fireman.

f. For purposes of this section the term "report off duty" shall mean and include not reporting for duty on account of authorized vacation, holiday, sick leave, military leave, etc.

g. The Officer in Charge of Headquarters on each tour shall establish a roster of the employees in his group for each classification or rank, i. e., Officer or Fireman, on a seniority basis. Whenever overtime work is required, and it is not of an urgent nature as determined by the Chief or Deputy Chief, it shall be rotated amongst employees on the appropriate roster. If an employee refuses an assign-

ment to work overtime, he shall be considered as having worked such overtime assignment for the purpose of maintaining a proper order of rotation for future assignments.

h. For purposes of overtime work under this article, any employee, when serving in an acting capacity in a higher rank or classification, shall be considered as holding such rank and shall be compensated accordingly. As per Article 3 Section A.

#### ARTICLE V

##### VACATION

###### Section 1.

a. Vacations are to be granted in accordance with the following scale based on the established annual salary pay rates:

<u>Length of Service</u>	<u>Days-Annual Vacation Leave</u>	
	<u>Shift Workers</u>	<u>Others</u>
1 thru 9 years	8 working days	12 working days
10 thru 19 years	12 working days	15 working days
20 thru 29 years	16 working days	20 working days
30 and over	20 working days	30 working days

For less than one year of service, two (2) days vacation to be granted for every quarter worked.

b. The vacation period for each fiscal year shall be from the first (1st) day of January to the thirty-first (31st) day of December.

c. Firemen shall be entitled to eight (8) working days vacation during the summer period from June through September of any calendar year.

#### ARTICLE VI

A. Firemen shall receive nine (9) working days off annually in lieu of all official holidays, all of which shall be the choice of the individual fireman subject only to the approval of the dates by the Fire Chief. Additionally, they shall receive additional days off for days off for days proclaimed as holidays by the Mayor and City Council. Holidays will be taken in the year in which they accrue. Firemen with less than one (1) year of service will be granted three (3) holidays for each four (4) months work in the first calendar year.

b. All uniform personnel of the Linden Fire Department shall receive two (2) additional holidays at their regular base rate of pay. One Holiday payable prior to July 1st and

one holiday payable prior to December 31st.

ARTICLE VII

LEAVE

Section 1. Sick Leave.

a. "Sick Leave" shall mean paid leave that will be granted to an employee who, through sickness or injury, becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position, or who is quarantined by a physical because he has been exposed to a contagious disease.

b. A certificate from the employee's doctor or department physician shall be required as sufficient proof of the need for sick leave after two (2) working days.

c. Sick leave may be accumulated from year to year. No fireman shall be deprived of sick leave benefits accrued by him for unused sick leave up to the signing of this agreement.

d. All members of the Fire Department are entitled to fifteen (15) working days sick leave per year cumulatively. IN THE CASE WHERE Cumulative sick leave has been exhausted, the City Council may, upon receiving request for extended sick leave from the office of the Chief, grant additional sick leave of one calendar year or less, as may be required, in accordance with N. J. S. A. 40:11-9. The determination for the amount of additional leave to be granted shall be based solely on medical reports received by the City Council. The request for additional sick leave, as set forth herein, shall be made in ninety (90) day intervals during the first calendar year when such leave is applicable.

e. Accumulate sick leave shall be used by an employee for personal illness, illness in his family which requires his attendance upon the ill person, but not exceeding three (3) days. For the purpose of this paragraph, "immediate family" means spouse, unwed child, parent or unmarried brother or sister living under the same roof.

f. Each member will be granted one day of home pay for every

three (3) days of unused sick leave upon retirement from the Department in cash.

Section 2. Leave of Absence as a Result of Injury in Line of Duty.

a. When a Fireman is injured in the line of duty, the City Council shall pursuant to R. S. 40:11-9, pass a resolution giving the employee up to one year's leave of absence with pay; said leave shall be granted in units of thirty (30) days at one time. When such action is taken, the employee shall not be charged any sick leave for time lost to such injury.

Section 3. Leave because of Death in Immediate Family.

Leave with pay shall be granted to an employee in the event of death in his immediate family. The leave shall terminate the day following the funeral. The term "immediate family" for the purpose of this subsection shall include:

- a. The employee's spouse, child, parent, brother or sister.
- b. The child, parent, brother or sister of his spouse.
- c. A relative living under the same roof.

In the event of death of an aunt, uncle, or grandparent of a fireman, he shall be given one day off with pay, that is the day of the funeral.

Section 4. MILITARY LEAVE.

a. Any employee who is a member of the National Guard, Naval Militia, Air National Guard or a reserve component of any of the Armed Forces of the United States and is required to engage in field training, shall be granted of such training as is authorized by law. This paid leave of absence shall be in addition to his vacation.

b. Any fireman who has been called to active duty or inducted into the military or naval forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and the City shall make pension payments required during said leave. Each employee must be reinstated without loss of privileges or seniority provided he reports for duty with the City within sixty (60) days following his honorable discharge or separation from the military service, and

provided he has notified the City of his intent to report for duty thirty (30) days prior to his discharge from military service.

Section 5. Leave of Absence

Leave of absence shall not be granted unless written request is made to the City Council by way of the Fire Chief's recommendation explaining the circumstances for the request, and shall not be granted unless the special circumstances warrant such action.

ARTICLE VIII

WAGES

Section 1. Salary

a. Salary for the purpose of this Agreement shall be the highest salary that a fireman or officer is duly and properly authorized to receive at the beginning of each calendar year.

b. Salaries of all employees of the Fire Department are set forth in Schedule A and made a part hereof and shall be retroactive as of January 1st, 1973.

SCHEDULE A

Salaries for the members of the Fire Department shall be paid as follows:

<u>Titles of Positions</u>	<u>Salaries</u>
Deputy Fire Chiefs	\$15,550.00
Fire Captains	13,643.00
Fireman (Class A)	11,850.00
Fireman (Class B)	11,550.00
Fireman (Class C)	11,250.00
Fireman (Class D)	10,950.00
Fireman (Class E)	10,650.00

c. In the event of the death of a fireman, payment of salary shall be made up to and including the day of death, together with any accumulated time which the employee may be entitled for services rendered to the City including sick leave benefits.

Fireman assigned to the Bureau of Combustibles shall receive an additional salary as set forth opposite the title of the





assignment:

Assistant Inspector, Bureau of Combustibles \$400.00

d. All increments for employees entitled thereto between the period of January 1st and June 30th shall commence on the preceding January 1st. Increments for employees entitled thereto for the period of July 1st to December 31st shall commence on the preceding July 1st.

Section 2. Salary Increments

Any person employed in the capacity or the rank of Fireman in the regular Fire Department or who shall receive appointment after final adoption of this Agreement shall be paid during the first year of such employment at the minimum of the salary range provided for his respective position as set forth in this Agreement and having completed the first year of creditable salary service shall receive a salary increment each year thereafter in order that he shall obtain the maximum salary for that position as set forth in the salary schedule of this Agreement upon completion of the first year of creditable salary service, provided however, that the annual increments are equal in amount during that period of transition through the minimum to maximum salary. Any person in the above stated category who may be affected by an increase in his salary wage by virtue of the adoption of this Agreement shall have his salary adjusted during the year of adoption of this Agreement from his previous base and salary increments attendant thereto established for the same position by this Agreement (in the same manner as if the new salary range had always existed) so that he shall attain the maximum salary for his position consistent with the terms of his initial employment, by equal additional increments paid each year subsequent to this year of adjustment.

ARTICLE IX

LONGEVITY

All the employees of the Fire Department covered by Agreement shall be entitled to and paid Longevity pay.

Each classified employee who shall have completed more than five (5) years but less than ten (10) years of consecutive service shall be entitled to a longevity payment of 2% of his salary:

More than 10 years but less than 15 years	4%
More than 15 years but less than 20 years	6%
More than 20 years but less than 25 years	8%
More than 25 years	10%

Longevity for employees entitled thereto between the period of January 1st and June 30th shall commence on the preceding January 1st. Longevity for employees entitled thereto for the period of July 1st to December 31st shall commence on the preceding July 1st.

The longevity shall be calculated based on the salary as of December 31st of the preceding year.

In no case will the longevity pay exceed the sum of \$1,200.00. Leaves of Absence at request of Employee shall not be included in determining length of Service.

#### ARTICLE X

##### GRIEVANCE PROCEDURE

No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank, or disciplined in any other manner except for just cause. If any employee is disciplined and in the judgment of such employee this action is taken by the City without just cause, or if any employee or group of employees feels aggrieved concerning his or their wages, hours, or conditions which are controlled by this Agreement, or which are provided for in any statute, charter, provision, ordinance, rule, regulation, or policy which is not in conflict with this Agreement, or concerning any matter or condition arising out of the employee-employer relationship, including any claim of unjust discrimination and any matter or condition affecting his or their health and safety, adjustment shall be sought as follows:

a. In the event a grievance cannot be resolved on an informal level, the aggrieved individual may submit a grievance in writing to the FMBA Good and Welfare Committee which shall be reviewed by the Committee and may be submitted in writing to the Chief of the Department within ten (10) days of the occurrence or event giving rise to the grievance. Within five (5) days after

said Chief receive such grievance, the Chief shall arrange to and meet with the representatives of the FMBA for the purpose of adjusting or resolving such grievance.

b. If such grievance is not resolved to the satisfaction of the FMBA by the Chief within five (5) days after such meeting the FMBA may present such grievance in writing within seven (7) days thereafter to the Fire Committee. Within twenty (20) days after said Fire Committee receives such grievance, the City shall arrange to and meet with the representatives of the FMBA for the purpose of adjusting or resolving such grievance. The Fire Committee, in making its determination shall hold a hearing in which all interested parties may be heard. Within five (5) days after the meeting, the Fire Committee shall advise the FMBA of their decision in writing.

c. Nothing contained herein shall be construed to deny any individual employee his right to and under Civil Service Laws or regulations or due process of law.

#### ARTICLE XI

#### MISCELLANEOUS

##### Section 1. Clothing Allowance

a. All employees of the Fire Department covered by this Agreement shall be entitled to an annual clothing credit of One Hundred fifty Dollars (\$150.00) for replacement of uniforms, to be purchased by the City in the usual manner.

b. Existing Rubber Goods shall be provided by the City of Linden in addition to the Clothing allowance.

##### Section 2. Emergency Meals

The City agrees to feed employees of the Fire Department who are working emergency overtime for any period which exceeds four (4) hours. The cost of each overtime meal is not to exceed \$2.50.

##### Section 3. Outside Employment

Firemen may accept outside employment or engage in any outside business activities, providing that such outside employment will not interfere with the employee's performance of his duties,

and that he will not submit contracts or bid on jobs.

Section 4. In Case of Death of an Active Fireman.

In case of death of an active Fireman laid out in uniform, on a request of the family for honor guard, City shall provide same.

Section 5. Duties

Employees may be assigned to perform any duties related to fire fighting, fire prevention, rescue, salvage, overhaul work, care and amintenance of fire fighting equipment and apparatus, and minor maintenance and housekeeping of Fire House.

It is understood that this will not encompass construction, plumbing, electrical, painting, carpentry, masonry, or other such maintenance work and mechanical work normally performed by other employees of the City or individual contractors.

Section 6. Immunization

The Chief of the Fire Department and the FMBA shall decide what immunization program is to be undertaken, with cost being absorbed by the City of Linden.

Section 7. Fire Science Program

Any Firemen attending school to attain an Associate Degree in Fire Science, shall in addition to his regular salary receive \$300.00 compensation. It will commence forthe year following the year in which the degree was received.

ARTICLE XII

INSURANCE

Section 1. Health Insurance

a. All Employees of the Fire Department, covered by this Agreement, and their families shall be entitled to full coverage of Blue Cross and Blue Shield Hospitalization plans and Major Medical benefits including Rider "J" plan of the New Jersey Blue Cross, the premiums of which shall be paid for by the City.

b. The City of Linden shall review the total Health Insurance Package and if costs are reduced by the carrier the governing body of the City of Linden shall secure additional benefits in the amount equal to surplus if benefits are obtainable and feasible in the amount equal to the surplus. The City will notify the FMBA to this effect when review is completed.

Section 2. Life Insurance

The City shall assume the full cost of life insurance for

each employee of the Fire Department equal to his base annual salary.

Section 3. Workmen's Compensation Insurance

The City shall maintain in full force and effect, Workmen's Compensation Insurance for all employees of the Fire Department. Employees shall return to the City of Linden all temporary disability benefits which the said employees received for that period of time that the employee was receiving full pay from the City.

Section 4. Automobile Liability Insurance

The City shall provide adequate automobile liability insurance for all vehicles of the Fire Department and shall keep same in effect at all times.

ARTICLE XIII

FMBA ACTIVITY PROTECTED

Except for the right to strike or to withhold services which are hereby prohibited, all other FMBA activities are protected, except as such activities are restricted by or are in conflict with other provisions of this Agreement. Nothing shall abridge the right of any duly authorized representative of the FMBA to present the views of the FMBA to the citizens of issues which affect the welfare of its members, except by mutual agreement of the parties.

ARTICLE XIV

PRIOR PRACTICES

All other rights, benefits, and privileges enjoyed by employees which are not specifically provided for or abridged in this Agreement are hereby protected by this Agreement, including but not limited to any rights, benefits and privileges bestowed on the employees by laws of the United States, laws of New Jersey, Civil Service laws of New Jersey or City Ordinances of Linden.

ARTICLE XV

DURATION

The duration of this Agreement shall extend through December 31st, 1974 with the exception being that in the year 1974 wages and medical benefits shall be renegotiated by and between the City of Linden and the FMBA. Either party wishing

CITY OF LINDEN

By John T. Gregorio  
John T. Gregorio, Mayor

ATTEST

Henry Baran  
Henry Baran, City Clerk

FIREMEN'S MUTUAL BENEVOLENT  
ASSOCIATION

By Walter Lukenda  
Walter Lukenda, President

ATTEST

Lee Roper  
Lee Roper, Secretary, FMBA