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PROPOSED COLLECTIVE AGREEMENT

This Agreement entered into this *2<sup>nd</sup>* day of *July* 1971, between THE CITY OF NEWARK, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "CITY", party of the first part, and PROFESSIONAL FIRE OFFICERS ASSOCIATION LOCAL 1860, IAFF, AFL-CIO, hereinafter referred to as the "UNION", party of the second part.

ARTICLE 1

1.01 - Purpose

The parties hereto have agreed to enter into these presents for the purpose of more effectively defining duties, privileges, work conditions and remunerations respecting the employment of such employees and to promote harmonious relationships between the parties, and effect a good and efficient service.

ARTICLE 2

2.01 - The City hereby recognizes the Union as the sole and exclusive bargaining agent for all superior officers employed by the Newark Fire Department including Deputy Chiefs, Battalion Chiefs, Captains, Chief of Fire Signal System Operations, Chief of Fire Signal System - Maintenance and Construction, Asst. Chief Fire Signal System - Operations, Asst. Chief of Fire Signal System - Maintenance and Construction, Chief Operators and Line Foremen, but excluding all fire fighters and other non-supervisory employees, managerial executives, craft and professional employees and

THIS BOOK DOES

X January 1, 1971 -  
December 31, 1972

policemen, as per Certification of Representative Docket No. R-124 dated June 8, 1970.

2.02 - If there is a conflict between the General Rules and Regulations of the Fire Department, or between Civil Service Laws and this Agreement, the terms and provisions of this Agreement shall apply.

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

2.04 - Whenever the words "employee" or "employees" is used herein, it means only those persons covered by this Agreement.

### ARTICLE 3

#### 3.01 - Probationary Period

All newly promoted officers appointed from a certified Civil Service list shall serve a probationary period of 90 days, and shall have no seniority rights during this period. All such officers who have satisfactorily completed 90 days shall become permanent employees, and the probationary period shall be considered part of their seniority time.

3.02 - The Fire Department shall establish seniority list and it shall be brought up to date on January 1st of each year, and immediately posted thereafter in each and every fire station, and a copy of the same mailed to the Secretary of the Union. Any objections to the seniority list as posted shall be reported to the Fire Department within ten (10)

days, or it shall stand approved.

ARTICLE 4

4.01 - All employees covered by this Agreement who are members of the Union at the time this Agreement is ratified or who hereafter become members thereof during the term of this agreement, must retain their membership in the Union for the duration of this Agreement by offering to pay regular monthly dues and initiation fees assessed against all members. Any employee may resign from the Union during the 30-day period immediately preceding the termination of this contract. Notice of withdrawal must be submitted by the employee to the Union in writing and a copy thereof furnished to the City of Newark.

4.02 - The Union agrees that it will indemnify and save harmless the City of Newark against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the City of Newark at the request of the Union under this Article.

4.03 - Check-off - Upon the written authorization by an employee, covered by this Agreement, the City agrees to deduct once each month from the salary of each employee the sum certified as Union dues, and forward the sum to the Union Treasurer and/or any other duly authorized union officer.

ARTICLE 5

5.01 - Exchange of Tours or Days Off:

The Director, Chief, Deputy Chief, or Battalion Chief may grant the request for any two officers to exchange tours or days off limited to two consecutive working days or nights. The Director or Acting Director may grant approval for exchanges of greater duration than two consecutive working days or nights.

5.02 - Transfers:

The Fire Department will publish in January of each year a list of those members of the unit who will reach the age of 65 during that calendar year. In addition thereto, the Fire Department will notify the Union when a member of the unit has filed for retirement or has otherwise severed his employment as a fire officer.

The Director has the exclusive authority to assign or transfer all officers. Prior to making the actual assignment or transfer, the Director will consult with the Union concerning transfers within the firefighting division. In making his decision, the Director will give consideration to such factors as qualifications, seniority and the good of the department.

5.03 - Acting out of Rank:

The City agrees that if an employee covered by this contract acts in a position above his rank for more than five (5) hours he shall be paid for the tour of duty that he serves in that

position at the minimum rate of pay of the higher rank. In the instance of the absence of the Fire Chief for vacation or extended sick leave, then his position will be filled by a Deputy Chief who shall be paid at the Chief's base salary.

ARTICLE 6

6.01 - Compassionate Leave - Five (5) calendar days funeral leave shall be granted with pay for all working days included in the five (5) calendar day period following the death of the employee's father, mother, wife or child. In the case of the death of an employee's brother or sister, two (2) working days funeral leave with pay will be granted. In addition, each employee covered by this Agreement shall be granted funeral leave with pay of one (1) working day to attend the funeral services of either his grandparents, father-in-law, mother-in-law, brother-in-law, or sister-in-law. Such funeral leave may be extended at the discretion of the Director or acting director of the department.

6.02 - Compensatory Time. - Employees of the Fire Department shall receive compensatory time of three (3) day tour days per year. These days shall be regulated by the Fire Chief and Director of the Department. Such days shall not be accumulative on a yearly basis, unless, an employee is denied any part of these three (3) days tour by the Fire Chief or Director in which case that balance shall be added to the following year. Denial of said

days shall not exceed two years successively without financial remuneration for each day accumulated at daily rate of the employee.

ARTICLE 7

7.01 - HOLIDAYS - Each employee of the Department working a 42-hour week shall receive pay at his regular daily rate of pay for nine (9) holidays per year, effective January 1, 1971. Five (5) days will be paid for on the day of the first pay in July and four (4) days on the day of the first pay in December.

7.02 - Employees in the Fire Department working other than a forty-two (42) hour week shall continue to enjoy the same holidays as heretofore with time off for such days, except that in order to qualify under Article 7.01 such employees will be required to work the holidays and they shall receive pay for those holidays at their regular daily rate of pay.

7.03 - The accumulated compensatory time dur for holidays for the period 7/1/65 to 12/31/70 pursuant to Executive Orders #236 and #241 shall be taken at the discretion of the Director and if not so taken during the period of employment shall be granted as compensatory time leave upon age and service retirement. It is understood and agreed that the provisions of Executive Orders #236 and #241 have terminated as of January 1, 1971.

ARTICLE 8

VACATION

8.01 - The vacation period for the Officers and

Members of the Department shall begin on February 1st of each year and continue in effect until January 31st of the following year.

The following schedule shall be observed:

Fire Chief..... 30 working days

Deputy Chiefs..... 20 working days

Battalion Chiefs..... 18 working days

Captains..... 16 working days

1-year Firemen (12 mos.

service as of Feb. 1

of vacation year)..... 12 working days

Less than 1-yr Firemen... 1 working day for

each month of service

as of February 1.

8.02 - Procedure of Choosing for Officers:

Vacations shall be chosen by all officers of the Department in order of seniority in the rank, on their assigned tours.

Deputy Chiefs shall choose among themselves, not more than one from each tour on vacation at the same time.

Battalion Chiefs shall choose among themselves on each tour, but not more than two from the same tour on vacation at the one time.

Captains shall choose among themselves on each tour in their respective Battalion Districts.

Not more than two captains from each tour on vacation at one time.

8.03 - Procedure of Choosing for Firemen:

(a) Battalion Chiefs shall determine the Department seniority of Firemen on each tour. Members with the same seniority shall draw for order of pick on their tour.

(b) Members who choose a split vacation shall not pick again until all members on the same tour have had their first pick. The order of seniority shall again govern the second pick.

The total number of Firemen and Captains on vacation during the summer period at the same time shall not exceed six (6) in number (Total captains and firemen) for each tour in each battalion. If a vacation spot is not picked by a Captain, a fireman shall be allowed out in that spot.

The total number of Firemen and Captains on vacation during the winter period shall not exceed a total of one (1) Captain and three (3) Firemen in each tour in each Battalion.

Officers and Firemen of Fireboat #1 will draw their vacations with the members of the second battalion district.

Officers and members of Salvage Col. No. 1 shall draw vacations with the Fifth Battalion District. Officers and members of Salvage Co. No. 2 shall draw vacations with the Fourth Battalion District.

Officers and members of the Rescue Squad shall draw their vacations with the Third Battalion District.

Chiefs aides will not be permitted to pick the same vacation



as the Chief they drive.

8.04 - Summer Split Vacation Period:

The summer split vacation period consisting of six (6) working days will apply to all ranks of the Department and shall be between the last week of May and the third week of September of each year. The schedule for each tour for the summer split will be issued in a regular Department notice in January of each year.

8.05 - Full Vacations:

Prior to the beginning of, and after the end of the summer split vacation period, vacations may be continuous.

Members of the Uniformed Force assigned to Special Details, Bureaus and Special Branches of the Department, and who are not included in this vacation schedule, shall be limited to the total number of vacation days allotted to members of comparable rank in the Active Fire Fighting Force governed by this schedule.

Annual vacations shall always be taken during the current year and within the period set forth in Section 1 of this Article. Request for deferment of vacation may only be granted by permission of the Director of the Fire Department.

Once vacations have been selected and approved, they may not be changed except under the following circumstances:

- (1) When a member is on Sick Leave of Absence Upon written request for a deferment from each member submitted prior to the date on which his vacation is to start.

- (2) When for any reason a vacation period is vacated or becomes vacant. Deputy Chiefs shall have the authority to grant this type of change in vacation.
- (3) For reasons which could be classified as "extenuating circumstances." A written request shall be submitted.

Vacations of the Chief Officers shall be regulated by the Fire Chief subject to the approval of the Director.

Battalion Chiefs shall supervise the selection of vacations on their respective tours and shall forward same to their respective Deputy Chief for his approval before they are forwarded to the Fire Chief. In the event a tour does not have a Battalion Chief assigned thereto, the senior Battalion Chief of the District shall supervise the vacations.

Vacation schedule reports shall be made out in triplicate for each tour, signed by the Battalion Chief and Deputy Chief of such tour and forwarded to the Fire Chief by March 1st of each year.

In case any tour is depleted, due to sickness or otherwise, it shall be incumbent upon the working Deputy Chiefs to equalize, as nearly as possible, tour personnel department-wide. This equalization shall forestall, if possible, any company riding with a working strength of less than one (1) officer or acting officer and three (3) Firemen, with the exception of the Fireboat.

Members who have transferred from the Police Department shall be granted total vacation days commensurate with their total time in both Departments. Total time in both departments shall not apply with regard to tour seniority.

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ARTICLE 9

9.01 - TIME OFF AND LEAVE OF ABSENCE

The City agrees to provide time off for the following:

(a) With the approval of the Director, the President shall be excused from his Fire Department duties to conduct the business of the Union. Such approval shall not be arbitrarily or unreasonably withheld by the Director.

(b) The President, and any two members of the Union, five (5) calendar days to attend the International Convention of the IAFF.

(c) The President, and any two members of the Union three (3) calendar days to attend the Convention of the New Jersey State Fire Fighters Association.

(d) The President and any two members of the Union, three (3) calendar days to attend the Convention of the New Jersey State AFL-CIO.

(e) The Negotiating Committee of the Union, the necessary time off to meet and negotiate with the City.

(f) The Grievance Committee of the Union, subject to the needs of the Department, the necessary time off to conduct its meeting at the various steps, so as to process any grievance.

(g) Not more than three (3) members of the Executive Board shall be excused at any one time from the Fire Department duties for a sufficient number of hours to conduct regular and special meetings of the Union.

9.02 - LEAVE OF ABSENCE

An employee desiring a leave of absence without pay from his employment shall secure written permission from the employer. The maximum leave shall be for six (6) months and may be extended for like periods. If a leave is refused an employee, the matter may be referred by the employee to the grievance procedure. Application for leave of absence shall be made in writing at least one month prior to the date on which the requested leave is to commence, except in the case of emergency. A leave of absence without pay may be requested by the Union for two (2) of its members should they become officers of the International Union which shall be granted. All leaves of absence shall be granted in conformity with the rules and regulations of the Department of Civil Service.

9.03 - MILITARY LEAVE

Employees entering the military services of the United States, pursuant to the provisions of the Selective Service Act of 1948, shall retain all rights and privileges provided by this Act.

9.04 - ACCRUED COMPENSATORY TIME

Any employee covered by this Agreement shall earn three (3) calendar days for each year of service which will be accrued compensatory time leave upon age and service retirement. Any sick leave time taken during the immediate twelve (12) months preceding retirement date shall be deducted from an employee's accrued calendar leave.

9.05 - SICK LEAVE

Sick leave shall be in accordance with the provisions of N.J.S.A. 40:11-9. The Director shall establish after consultation with the Union, rules and regulations governing the application of this statute.

9.06 - LEAVE OF ABSENCE FOR EDUCATION

Leave of absence for education in fire science and technology, or fire administration may be granted without loss of pay, subject to the approval of the Director.

ARTICLE 10

10.01 - UNION BULLETIN BOARDS:

Subject to the prior approval of the Director, which approval shall not be unreasonably withheld, the City agrees to allow the Union to place in the officers' quarters in each Fire Station a Union bulletin Board for the purpose of displaying Union notices. The use of intra-Department mail will be permitted for the transmittal of all union notices such communications are subject to the approval of the Director as set forth above.

ARTICLE 11

11.01 - MANPOWER

Manpower of all divisions shall be designated by the Director of the Department.

11.02 - A study will be undertaken by the Director to determine the feasibility of initiating the mandatory minimum

manpower strength assigned to each company and each tour. This study to be completed by December 31, 1971. Within 30 days of December 31, 1971, the parties shall meet to discuss the feasibility of implementing the recommendations emanating from this study.

11.03 - There shall be no reduction in the present number of Fire Companies currently in service without prior consultation between the Director and the Union.

11.04 - OVERTIME

Overtime shall consist of scheduled, non-scheduled and emergency overtime.

SCHEDULED OVERTIME

Scheduled overtime shall consist of overtime required for vacation periods and all sick leave extending more than one working tour.

NON-SCHEDULED OVERTIME

Non-scheduled overtime shall consist of overtime for sick leaves less than one working tour.

EMERGENCY OVERTIME

Emergency overtime shall consist of all overtime for emergencies other than scheduled and non-scheduled overtime.

A roster list shall be established and maintained by the Fire Department in each Deputy Division for scheduled and non-scheduled overtime. The list shall contain all officers by rank and seniority with tour and telephone numbers

included. Officer personnel assigned to line duty shall be drawn from their list for scheduled and non-scheduled overtime. A separate overtime roster shall be established and maintained for overtime work in the Telegraph and Line Division. Officers called for scheduled overtime will be notified at least 24 hours prior to commencement of overtime and limited to two working days or nights. No officer will work more than 24 hours continuous duty on scheduled and non-scheduled overtime.

Tour number for overtime shall correspond to recall tour number in Fire Department Rules and Regulations. Officer personnel called for non-scheduled overtime must be able to report for duty at the commencement of the tour to be worked or forfeit his turn.

Overtime work, except in emergency, shall be voluntary. No employee shall be given a second opportunity at overtime until each name on the overtime list has been asked and either worked, refused or forfeited overtime.

ARTICLE 12

12.01 - The City shall provide full coverage of a three thousand dollar (\$3,000) life insurance policy for each employee until said employee's retirement or departure from the Fire Department. The City shall pay the full premiums which hereafter become due and payable.

12.02 - The City shall pay an additional five thousand (\$5,000) dollars benefit to a deceased fireman's family for death resulting from an on-the-job injury.

ARTICLE 13

13.01 - PROMOTIONS

Budgeted vacancies in all officers ranks shall be filled within 30 days by promotion from a valid Civil Service list. Whenever possible the City will endeavor to maintain a valid promotion list for all ranks at all times. Equal standards and qualifications shall apply to all candidates for promotion.

ARTICLE 14

14.01 - Management Functions and Responsibilities:

Nothing in this Agreement shall be deemed to limit or restrict the City of Newark in any way in the exercise of the functions of management, including the right to manage and operate its facilities; to subcontract except for services normally performed by personnel covered under this Agreement; direct the working forces; hire, transfer, suspend, discipline or discharge employees for cause; the right to require employees to observe the City of Newark's rules and regulations or the City of Newark's right to make work rules and regulations relating to the operation of its facilities, not inconsistent with the terms of this Agreement; the City of Newark's right to introduce new and improved methods of operation, install new facilities, change existing methods or facilities; all of which rights are vested exclusively in the City of Newark.

Provided, however, in the exercise of the management

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functions set forth above, the City will not abrogate any of the provisions of this Agreement.

ARTICLE 15

RULES AND REGULATIONS

15.01 - The City may establish and enforce reasonable and just rules and regulations in connection with its operation of the various departments and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies shall be furnished to the Union and opportunity for the discussion of the rules and regulations shall be afforded to the Union.

It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article 28 of this contract.

In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other superior, the City shall have the right, at its

option, to suspend or discharge the offending employee or employees, subject only to the right of the employee or employees to have the suspension or discharge treated as a grievance. This shall not operate as a stay of the suspension or discharge.

ARTICLE 16

16.01 - NO STRIKE - NO LOCKOUT

During the life of this Agreement, the Union agrees that there shall be no strike of any kind, slowdown, sit-down, stay-in, boycott, unlawful picketing, work stoppage or any other type of organized interference, coercive or otherwise with the City of Newark's business, and further that the Union will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, including but not limited to publicly disavowing such action in the local newspapers and ordering all such members who participate in such activity to cease and desist from same immediately and to return to work along with such other steps as may be necessary under the circumstances, to bring about compliance with its order. In cases of such activity described herein, the City of Newark may impose disciplinary measures or discharge the employees directly or indirectly involved. In consideration of the foregoing, the City of Newark agrees not to lock out or cause to be locked out any employee

covered under the provisions of this Agreement.

Nothing set forth above shall prohibit the Union from publicizing its aims and objectives by all lawful means.

ARTICLE 17

17.01 - HOURS OF WORK

The work week for all employees who perform firefighting duties shall be an average of not more than forty-two (42) hours computed over periods of duty in an eight (8)-week cycle based on the schedule of 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 each and so on.

17.02 In accordance with the needs of the Department, the work week of the employees in the Alarm and Radio Division, Bureau of Combustibles, Special Services, Arson Squad, and Training Academy shall be assigned by the Director on the same basis as heretofore, but no more than forty-two (42) hours per week. Nothing in this section shall limit the Director in regulating or changing the specific hours of work.

ARTICLE 18

18.01 - OVERTIME

Overtime shall be paid at the rate of time and one-half above the normal rate of pay for all time worked in excess of forty-two (42) hours per week in accordance with

Article 17.01. The minimum call back time shall be four (4) hours. All overtime pay to be paid without unreasonable delay.

18.02 - All employees in the Alarm & Radio Division, Bureau of Combustibles, Special Services, Arson Squad, and Training Academy (employees working less than a forty-two (42) hour work week) shall be paid overtime at one and one-half (1 1/2) times the regular hourly rate of the Fire Fighting Force only after forty (40) hours have been worked in one week.

ARTICLE 19

19.01 - LONGEVITY

All employees of the Fire Department covered by this Agreement shall be entitled to and paid longevity pay in accordance with the provisions of Ordinance 6S & FH adopted November 2, 1966 entitled "Ordinance to Establish a Longevity Pay Program for Employees of the City of Newark, New Jersey."

ARTICLE 20

20.01 - CLOTHING ALLOWANCE

All employees of the Fire Department covered by this Agreement shall be entitled to an annual clothing allowance of two hundred and fifty dollars (\$250.00), payable the second pay period of December of each year.

ARTICLE 21

21.01 - HEALTH PLAN

The City agrees to continue to pay the full premium

of a health-medical plan, to cover all employees of the Newark Fire Department, covered by this Agreement, to provide the following benefits:

"Blue Cross and Blue Shield coverage, and Major Medical for the employees and their eligible dependents.

ARTICLE 22

22.01 - TRAINING OF NEW OFFICER PERSONNEL

The City agrees to maintain an officer administrative and training course for both present officers and potential officers taken from a certified Civil Service list. Such course shall be approved by the Director and Fire Chief in consultation with the Union.

ARTICLE 23

23.01 - SAFETY PROGRAM

The City agrees to institute an effective safety program with a Safety Committee comprised of the Fire Director, Fire Chief, Safety Officer, one representative appointed by the Union representing the Fire Officers and one representative appointed by the Union representing the Firemen. Wherever practicable, the recommendations from this committee will be implemented as soon as possible.

23.02 - ACCIDENT REVIEW BOARD

The Union shall have the privilege of appointing one member to the Accident Review Board.

ARTICLE 24

24.01 - RIOTS AND DUTIES OF POLICE

The City shall not assign any employee covered by this

contract to such duties as school crossing guards, police patrol duties, or supervision over such police functions. This shall not prohibit the use of such employees as supervisors in the Arson Squad or to issue traffic summons as set forth under State Law.

24.02 - The City shall not require any employee to use hose streams or any other method actively to take part in the quelling of any civil disorder. This clause is not intended to interfere with the usual and regular performance of an employee's firefighting duties.

ARTICLE 25

25.01 - MUTUAL AID

The City shall see that employees while rendering aid to another community are fully covered by workmen's compensation and liability insurance and pensions as provided by State law.

25.02 The City shall not require employees covered by this contract to relocate personnel and apparatus on a standby basis to other communities whose Fire Fighters or Officers are engaged in a job action. This will not preclude the use of personnel and apparatus of the City of Newark to suppress an actual fire when so requested by another community. This provision is subject to and modified by the New Jersey Civil Defense Act and the rules and regulations promulgated thereunder.

ARTICLE 26

26.01 - NON-FIRE FIGHTING ACTIVITIES

Fire apparatus and/or fire department personnel shall not be required to participate in community relations activities without prior consultation with the Union.

ARTICLE 27

27.01 - FIRE LABOR-MANAGEMENT COMMITTEE

A Fire Labor-Management Committee shall be established for the purpose of discussing at mutually agreeable times, matters of mutual concern but not to include amendment of this Agreement. This committee shall be limited to no more than four labor and four management members and shall meet, except by mutual waiver in writing, no less than once every two months at a date agreed upon by the Fire Director and the President of the Union.

ARTICLE 28

28.01 - GRIEVANCE PROCEDURE

The purpose of the grievance procedure shall be to settle all grievances between the employer and the employees covered by this Agreement, so as to insure efficiency and promote employees' morale.

The matter shall first be discussed orally with the employee's immediate supervisor within three (3) days of the occurrence giving rise to the grievance. No settlement of a grievance presented by an employee shall contravene the provisions of this Agreement. If such discussion does not

resolve the grievance, it may be processed to the next step.

If within five (5) days, exclusive of Saturdays and Sundays, the grievance is not resolved with the immediate supervisor, then the grievance shall be presented in writing to the Union and the Chief of the Fire Department. The Fire Chief shall arrange for such meetings and make such investigations as are necessary to give his answer in writing within five (5) days, exclusive of Saturdays and Sundays, of receipt of the written grievance. If this answer does not resolve the grievance, it may be processed by the Union within five (5) days, exclusive of Saturdays and Sundays, to the Director of the Fire Department.

Within five (5) days, exclusive of Saturdays and Sundays, of the transmittal of the written answer by the Director, and the grievance is not settled to the satisfaction of both parties, either party to the Agreement may request that the grievance be submitted to arbitration as hereinafter set forth.

Any employee who elects to proceed to arbitration shall be deemed to have waived his right to proceed under Civil Service Law, Rules and Regulations and Procedures.

28.02 - ARBITRATION

The New Jersey State Board of Mediation, in accordance with its rules and regulations, shall arrange for the appointment of an arbitrator who shall have full power to hear and determine the dispute between the parties. The



arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and conditions of the agreement and shall decide the dispute within thirty (30) days after the hearing has been closed. The expense of arbitration shall be borne equally by the parties.

28.03 - UNION VISITATION

Authorized representatives from the Union's Executive Board shall be allowed to visit the Fire Stations or City Hall for the purpose of ascertaining whether or not this Agreement is being observed. Upon entering the premises, the authorized representative(s) shall notify the Officer-in-charge, or in his absence his immediate subordinate. Such visitation shall not interfere with the normal conduct of work within the Department.

ARTICLE 29

29.01 - DURATION

This Agreement shall be effective as of January 1, 1971 and shall remain in full force and effect until December 31, 1972, and thereafter from year to year until terminated. It may be terminated at the end of the term of this contract by notice in writing by one party served thirty (30) days prior thereto upon the other party.

29.02 - NEGOTIATIONS

Negotiations pursuant to the terms of a new Agreement

shall commence within ten (10) days after September 1, 1972.

29.03 - PROVISION TO RE-OPEN CONTRACT

The Collective Bargaining Representatives of the Professional Fire Officers Association Local 1860 of the City of Newark, having been assured by the Mayor that no bargaining unit employees of any department of the City of Newark, including teachers, but excluding para-professional teacher aides, would receive an across-the-board increase in their basic pay excluding inequity adjustments during the 1971 calendar year, and the said parties to this Agreement having negotiated in good faith in reliance upon the said assurance of the Mayor, the parties to this labor contract do hereby agree that in the event any bargaining unit employees of the City of Newark, including teachers, but excluding para-professional teacher aides, do in fact negotiate an across-the-board increase in their base salary for the year 1971, this Agreement shall be re-opened not later than thirty (30) days after the granting of such negotiated increase for the purpose of securing equal increases for the members of the Association covered by this Agreement.

29.04 - During the month of September, 1971, the parties will reopen this contract for the purpose of negotiating only a salary increase to be effective January 1, 1972. Such salary increase shall be no less than (1) the percentage increase in the cost of living during the preceding twelve (12) month period prior to September 1, 1971 as based on the figures available from the

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U.S. Department of Labor's Bureau of Labor Statistics, All Cities Official Consumer Price Index (1957-1959 = 100) or (2) Five hundred dollars (\$500) per annum, whichever is greater.

ARTICLE 30

30.1 - SAVINGS CLAUSE

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 intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

Witnessed:

CITY OF NEWARK

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witnessed:

PROFESSIONAL FIRE OFFICERS  
ASSOCIATION LOCAL 1860, IAFF,  
AFL-CIO

\_\_\_\_\_

*Edward W. Huff* President  
\_\_\_\_\_

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APPENDIX A

<u>POSITION</u>	<u>ANNUAL MINIMUM SALARY</u>	<u>ANNUAL MAXIMUM SALARY</u>
Deputy Fire Chief	\$ 16,500	\$17,500
Chief of Fire Signal System Operations	16,500	17,500
Chief Fire Signal System Maintenance & Construction	16,500	17,500
Batallion Fire Chief	13,500	14,500
Assist. Chief of Fire Signal System Operations	13,500	14,500
Assist. Chief of Fire Signal System - Maint. & Const.	13,500	14,500
Chief Inspector of Combustibles	13,500	14,500
Supervisor of Apparatus	13,500	14,500
Fire Captain	12,000	13,000
Assist. Chief Inspector of Combustibles	12,000	13,000
Chief Fire Alarm Operator	12,000	13,000
Foreman - Fire Alarm Telegraph	12,000	13,000

The increment schedule for the hereinabove noted positions shall consist of minimum, middle step and maximum. Each step shall consist of one-half of difference between minimum and maximum.

"Increment" shall mean an annual increase to take effect on January 1st in each year.

Every employee promoted to any position herein set forth shall receive for the first year of service the minimum salary established for such position, and in addition thereto for each year of service thereafter receive an increment until such person shall have attained the maximum salary established for such position.

APPENDIX A

-2-

All prior ordinances or parts of prior ordinances which relate to the above position titles, hours of employment, annual minimum salary and annual maximum salary therefor, which are inconsistent herewith, as hereinabove set forth, are hereby repealed.

The City agrees to maintain the existing parity in pay between all current ranks in the Fire and Police Departments. Any adjustment of pay for any rank will be applied on a parity basis to all other ranks.

This contract is subject to approval by the Municipal Council of the City of Newark.

3-0045  
07-14

A G R E E M E N T

Between:

CITY OF NEWARK  
ESSEX COUNTY, NEW JERSEY

-- and --

PROFESSIONAL FIRE OFFICERS ASSOCIATION,  
LOCAL 1860, IAFF, AFI-CIO

THIS BOOK DOES  
NOT CIRCULATE

=====  
January 1, 1972 through December 31, 1973  
=====

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P R E A M B L E

This Agreement entered into this            day of  
197 , between THE CITY OF NEWARK, a Municipal Corporation  
of the State of New Jersey, hereinafter referred to as the  
"CITY", party of the first part, and PROFESSIONAL FIRE  
OFFICERS ASSOCIATION LOCAL 1860, IAFF, AFL-CIO, hereinafter  
referred to as the "UNION", party of the second part.

ARTICLE 1

1.01 - Purpose

The parties hereto have agreed to enter into these  
presents for the purpose of more effectively defining duties,  
privileges, work conditions and remunerations respecting  
the employment of such employees and to promote harmonious  
relationships between the parties, and effect a good and  
efficient service.

ARTICLE 2

2.01 - Union Recognition

The City hereby recognizes the Union as the sole and  
exclusive bargaining agent for all superior officers employed  
by the Newark Fire Department including Deputy Chiefs, Battalion  
Chiefs, Captains, Chief of Fire Signal System Operations, Chief  
of Fire Signal System - Maintenance and Construction, Asst.  
Chief Fire Signal System - Operations, Asst. Chief of Fire  
Signal System - Maintenance and Construction, Chief Operators  
and Line Foremen, but excluding all fire fighters and other non-

supervisory employees, managerial executives, craft and professional employees and policemen, as per Certification of Representative Docket No. R-124 dated June 1, 1970.

2.02 - If there is a conflict between the General Rules and Regulations of the Fire Department, or between Civil Service Laws and this Agreement, the terms and provisions of this Agreement shall apply.

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

2.04 - Whenever the words "employee" or "employees" is used herein, it means only those persons covered by this Agreement.

### ARTICLE 3

#### 3.01 - Probationary Period

All newly promoted officers appointed from a certified Civil Service list shall serve a probationary period of 90 days, and shall have no seniority rights during this period. All such officers who have satisfactorily completed 90 days shall become permanent employees, and the probationary period shall be considered part of their seniority time.

#### 3.02 - Seniority List

The Fire Department shall establish seniority list and it shall be brought up to date on January 1st of each year, and immediately posted thereafter in each and every fire station, and a copy of the same mailed to the Secretary of the Union. Any objections to the seniority list as posted shall be reported

to the Fire Department within ten (10) days, or it shall stand approved.

ARTICLE 4

4.01 - Union Security

All employees covered by this Agreement who are members of the Union at the time this Agreement is ratified or who hereafter become members thereof during the term of this agreement, must retain their membership in the Union for the duration of this Agreement by offering to pay regular monthly dues and initiation fees assessed against all members. Any employee may resign from the Union during the 30-day period immediately preceding the termination of this contract. Notice of withdrawal must be submitted by the employee to the Union in writing and a copy thereof furnished to the City of Newark.

4.02 - The Union agrees that it will indemnify and save harmless the City of Newark against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the City of Newark at the request of the Union under this Article.

4.03 - Check-off - Upon the written authorization by an employee, covered by this Agreement, the City agrees to deduct once each month from the salary of each employee the sum certified as Union dues, and forward the sum to the Union Treasurer and/or any other duly authorized union officer.

ARTICLE 5

5.01 - Exchange of Tours or Days Off:

The Director, Chief, Deputy Chief, or Battalion Chief may

grant the request for any two officers to exchange tours or days off limited to two consecutive working days or nights. The Director or Acting Director may grant approval for exchanges of greater duration than two consecutive working days or nights.

5.02 - Transfers:

The Fire Department will publish in January of each year a list of those members of the unit who will reach the age of 65 during that calendar year. In addition thereto, the Fire Department will notify the Union when a member of the unit has filed for retirement or has otherwise severed his employment as a fire officer.

The Director has the exclusive authority to assign or transfer all officers. Prior to making the actual assignment or transfer, the Director will consult with the Union concerning transfers within the firefighting division. In making his decision, the Director will give consideration to such factors as qualifications, seniority and the good of the department.

5.03 - Acting out of Rank:

Fire Officers filling the Commanding Officers position during sick leave and normal vacation periods of the Commanding Officer will be paid the minimum base rate of pay of the higher rank from the first day under the following conditions:

- a. The sick leave is in excess of four (4) consecutive working days.
- b. The normal vacation period is in excess of four (4) consecutive working days.

The aforementioned Section shall apply under the circumstances noted above only to Fire Officers filling-in for the Commanding Officer in the following Staff Function Areas:

- a. Arson Squad
- b. Bureau of Constables
- c. Communications
- d. Community Relations
- e. Fire Prevention
- f. Special Services
- g. Telegraph
- h. Training Academy

#### ARTICLE 6

##### 6.01 - Compassionate Leave

Five (5) calendar days funeral leave shall be granted with pay for all working days included in the five (5) calendar day period following the death of the employee's father, mother, wife or child. In the case of the death of an employee's brother or sister, two (2) working days funeral leave with pay will be granted. In addition, each employee covered by this Agreement shall be granted funeral leave with pay of one (1) working day to attend the funeral services of either his or his spouses grandparents, father-in-law, mother-in-law, brother-in-law, or sister-in-law. Such funeral leave may be extended at the discretion of the Director or acting director of the department.

##### 6.02 - Compensatory Time

Employees of the Fire Department shall receive compensatory time of three (3) day tour days per year. These days shall be regulated by the Fire Chief and Director of the Department. Such days shall not be accumulative on a yearly basis, unless, an employee is denied any part of these three (3) days tour by the Fire Chief or Director in which case that balance shall be

added to the following year. Denial of said days shall not exceed two years successively without financial remuneration for each day accumulated at daily rate of the employee.

ARTICLE 7

7.01 - Holidays

Each employee of the Department working a 42-hour week shall receive pay at his regular daily rate of pay for nine (9) holidays per year, effective January 1, 1971. Five (5) days will be paid for on the day of the first pay in July and four (4) days on the day of the first pay in December.

7.02 - Employees in the Fire Department working other than a forty-two (42) hour week shall continue to enjoy the same holidays as heretofore with time off for such days, except that in order to qualify under Article 7.01 such employees will be required to work the holidays and they shall receive pay for those holidays at their regular daily rate of pay.

7.03 - Holiday Pay

Each employee of the Department shall receive pay for the nine (9) holidays per year in accordance with the above qualifications and based on the following rate schedule by rank:

	Holiday	1972	1973
Deputy Chief	(	\$73.00	\$85.00
Battalion Chief	(	\$60.00	\$70.00
Captain	(	\$54.00	\$63.00

7.04 - The accumulated compensatory time due for holidays for the period 7/1/65 to 12/31/70 pursuant to Executive Orders #236 and #241 shall be taken at the discretion of the Director

and if not so taken during the period of employment shall be granted as compensatory time leave upon age and service retirement. It is understood and agreed that the provisions of Executive Orders #236 and #241 have terminated as of January 1, 1971.

ARTICLE 8

8.01 - Vacation

The vacation period for the Officers and Members of the Department shall begin on February 1st of each year and continue in effect until January 31st of the following year.

The following schedule shall be observed:

Fire Chief ..... 30 working days

Deputy Chiefs ..... 20 working days

Battalion Chiefs ..... 18 working days

Captains ..... 16 working days

1-year Firemen (12 mos.

service as of Feb. 1

of vacation year) ..... 12 working days

Less than 1-yr Firemen ..... 1 working day for

each month of service

as of February 1.

8.02 - Procedure of Choosing for Officers:

Vacations shall be chosen by all officers of the Department in order of seniority in the rank, on their assigned tours.

Deputy Chiefs shall choose among themselves, not more than one from each tour on vacation at the same time.

Battalion Chiefs shall choose among themselves on each tour, but not more than two from the same tour on vacation at the one time.

Captains shall choose among themselves on each tour in their respective Battalion Districts.

Not more than two captains from each tour on vacation at one time.

8.03 - Procedure of Choosing for Firemen:

(a) Battalion Chiefs shall determine the Department seniority of Firemen on each tour. Members with the same seniority shall draw for order of pick on their tour.

(b) Members who choose a split vacation shall not pick again until all members on the same tour have had their first pick. The order of seniority shall again govern the second pick.

The total number of Firemen and Captains on vacation during the summer period at the same time shall not exceed six (6) in number (Total captains and firemen) for each tour in each battalion. If a vacation spot is not picked by a Captain, a fireman shall be allowed out in that spot.

The total number of Firemen and Captains on vacation during the winter period shall not exceed a total of one (1) Captain and three (3) Firemen in each tour in each Battalion.

Officers and Firemen of Fireboat #1 will draw their vacations with the members of the second battalion district.

Officers and members of Salvage Co No. 1 shall draw vacations with the Fifth Battalion District. Officers and members of



Salvage Co. No. 2 shall draw vacations with the Fourth Battalion District.

Officers and members of the Rescue Squad shall draw their vacations with the Third Battalion District.

Chiefs aides will not be permitted to pick the same vacation as the Chief they drive.

8.04 - Summer Split Vacation Period:

The summer split vacation period consisting of six (6) working days will apply to all ranks of the Department and shall be between the last week of May and the third week of September of each year. The schedule for each tour for the summer split will be issued in a regular Department notice in January of each year.

8.05 - Full Vacations:

Prior to the beginning of, and after the end of the summer split vacation period, vacations may be continuous.

Members of the Uniformed Force assigned to Special Details, Bureaus and Special Branches of the Department, and who are not included in this vacation schedule, shall be limited to the total number of vacation days allotted to members of comparable rank in the Active Fire Fighting Force governed by this schedule.

Annual vacations shall always be taken during the current year and within the period set forth in Section 1 of this Article. Request for deferment of vacation may only be granted by permission of the Director of the Fire Department.

Once vacations have been selected and approved, they may not be changed except under the following circumstances:

- (1) When a member is on Sick Leave of Absence Upon written request for a defecment from each member submitted prior to the date on which his vacation is to start.
- (2) When for any reason a vacation period is vacated or becomes vacant. Deputy Chiefs shall have the authority to grant this type of change in vacation.
- (3) For reasons which could be classified as extenuating circumstances. A written request shall be submitted.

Vacations of the Chief Officers shall be regulated by the Fire Chief subject to the approval of the Director.

Battalion Chiefs shall supervise the selection of vacations on their respective tours and shall forward same to their respective Deputy Chief for his approval before they are forwarded to the Fire Chief. In the event a tour does not have a Battalion Chief assigned thereto, the senior Battalion Chief of the District shall supervise the vacations.

Vacation schedule reports shall be made out in triplicate for each tour, signed by the Battalion Chief and Deputy Chief of such tour and forwarded to the Fire Chief by March 1st of each year.

Incase any tour is depleted, due to sickness or otherwise, it shall be incumbent upon the working Deputy Chiefs to equalize, as nearly as possible, tour personnel department-wide. This equalization shall forestall, if possible, any company riding with a working strength of less than one (1) officer or acting officer and three (3) Firemen, with the exception of the Fireboat.

Members who have transferred from the Police Department

shall be granted total vacations days commensurate with their total time in both Departments. Total time in both departments shall not apply with regard to tour seniority.

ARTICLE 9

9.01 - Time Off and Leave of Absence.

The City agrees to provide time off for the following:

(a) With the approval of the Director, the President shall be excused from his Fire Department duties to conduct the business of the Union. Such approval shall not be arbitrarily or unreasonably withheld by the Director.

(b) The President, and any two members of the Union, five (5) calendar days to attend the International Convention of the IAFF.

(c) The President, and any two members of the Union three (3) calendar days to attend the Convention of the New Jersey State Fire Fighters Association.

(d) The President, and any two members of the Union, three (3) calendar days to attend the Convention of the New Jersey State AFL-CIO.

(e) The Negotiating Committee of the Union shall be of reasonable size in order to promote harmonious and fruitful relations. Not more than three (3) members of the Committee in addition to the President of the Union, shall be granted time off from duty and shall suffer no loss of regular pay for meetings between the City and the Union 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.

(f) The Grievance Committee of the Union, subject to the needs of the Department, shall be granted time off from duty and shall suffer no loss of regular pay to conduct its meeting at the various steps, so as to process any grievance when such meetings take place at a time during which such committee members are scheduled to be on duty.

(g) Not more than three (3) members of the Executive Board shall be excused at any one time from the Fire Department duties for a sufficient number of hours to conduct regular and special meetings of the Union.

#### 9.02 - Leave of Absence

An employee desiring a leave of absence without pay from his employment shall secure written permission from the employer. The maximum leave shall be for six (6) months and may be extended for like periods. If a leave is refused an employee, the matter may be referred by the employee to the grievance procedure. Application for leave of absence shall be made in writing at least one month prior to the date on which the requested leave is to commence, except in the case of emergency. A leave of absence without pay may be requested by the Union for two (2) of its members should they become officers of the International Union which shall be granted. All leaves of absence shall be granted in conformity with the rules and regulations of the Department of Civil Service.

#### 9.03 - Military Leave

Employees entering the military services of the United States, pursuant to the provisions of the Selective Service Act of 1948, shall retain all rights and privileges provided by this Act.

#### 9.04 - Accrued Compensatory Time

Any employee covered by this Agreement shall earn three (3)

calendar days for each year of service which will be accrued as compensatory time leave up to a maximum of seventy-five (75) calendar days. Such leave will be granted to employees upon honorable separation from the Department after a minimum of fifteen (15) years of service. However, any fire officer who has accrued in excess of seventy-five (75) calendar days as of October 1, 1972 shall be entitled to such days but shall not accrue any additional days.

9.05 - Sick Leave

Sick leave shall be in accordance with the provisions of N.J.S.A. 40:11-9. The Director shall establish after consultation with the Union, rules and regulations governing the application of this statute.

9.06 - Leave of Absence for Education

Leave of absence for education in fire science and technology, or fire administration may be granted without loss of pay, subject to the approval of the Director.

ARTICLE 10

10.01 - Union Bulletin Boards

Subject to the prior approval of the Director, which approval shall not be unreasonably withheld, the City agrees to allow the Union to place in the officers' quarters in each Fire Station a Union bulletin Board for the purpose of displaying Union notices. The use of intra-Department mail will be permitted for the transmittal of all union notices such communications are subject to the approval of the Director as set forth above.

ARTICLE 11

11.01 - Manpower

Manpower of all divisions shall be designated by the Director of the Department.

11.02 - A study will be undertaken by the Director to determine the feasibility of initiating the mandatory minimum manpower strength assigned to each company and each tour. This study to be completed by December 31, 1971. Within 30 days of December 31, 1971, the parties shall meet to discuss the feasibility of implementing the recommendations emanating from this study.

11.03 - There shall be no reducing in the present number of Fire Companies currently in service without prior consultation between the Director and the Union.

11.04 - Overtime

Overtime shall consist of scheduled, non-scheduled and emergency overtime.

Scheduled Overtime

Scheduled overtime shall consist of overtime required for vacation periods and all sick leave extending more than one working tour.

Non-Scheduled Overtime

Non-scheduled overtime shall consist of overtime for sick leaves less than one working tour.

Emergency Overtime

Emergency overtime shall consist of all overtime for

emergencies other than scheduled and non-scheduled overtime.

A roster list shall be established and maintained by the Fire Department in each Deputy Division for scheduled and non-scheduled overtime. The list shall contain all officers by rank and seniority with tour and telephone numbers included. Officer personnel assigned to line duty shall be drawn from their list for scheduled and non-scheduled overtime. A separate overtime roster shall be established and maintained for overtime work in the Telegraph and Line Division. Officers called for scheduled overtime will be notified at least 24 hours prior to commencement of overtime and limited to two working days or nights. No officer will work more than 24 hours continuous duty on scheduled and non-scheduled overtime.

Tour number for overtime shall correspond to recall tour number in Fire Department Rules and Regulations. Officer personnel called for non-scheduled overtime must be able to report for duty at the commencement of the tour to be worked or forfeit his turn.

Overtime work, except in emergency, shall be voluntary. No employee shall be given a second opportunity at overtime until each name on the overtime list has been asked and either worked, refused, or forfeited overtime.

#### ARTICLE 12

##### 12.01 - Life Insurance

The City shall provide full coverage of a three thousand dollar (\$3,000) life insurance policy for each employee until

said employee's retirement or departure from the Fire Department. The City shall pay the full premiums which hereafter become due and payable.

12.02 - The City shall pay an additional five thousand (\$5,000) dollars benefit to a deceased fireman's family for death resulting from an on-the-job injury.

ARTICLE 13

13.01 - Promotions

Budgeted vacancies in all officers ranks shall be filled within 30 days by promotion from a valid Civil Service list. Whenever possible the City will endeavor to maintain a valid promotion list for all ranks at all times. Equal standards and qualifications shall apply to all candidates for promotion.

ARTICLE 14

14.01- Management Rights

The City, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- a. To the executive management and administrative control of the City Government and its properties and facilities, and the activities of its employees;
- b. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;
- c. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.



14.02 - The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

14.03 - Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

#### ARTICLE 15

##### 15.01 - Rules and Regulations

The City may establish and enforce reasonable and just rules and regulations in connection with its operations of the various departments and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies of new rules and regulations shall be furnished to the Union and opportunity for the discussion of the rules and regulations shall be afforded to the Union.

The Union shall have the opportunity to grieve the continuation of any rule or regulation for a period of thirty (30) calendar days after the execution date of this Agreement or the promulgation of any new rule or regulation thirty (30) calendar days after the promulgation and furnishing of same to the Union as to the reasonableness or propriety of said rule or regulation. The foregoing shall not preclude the Union from grieving the

application or interpretation of any rule or regulation in accordance with Article 28.

It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article 28 of this contract.

In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other superior, the City shall have the right, at its option, to suspend or discharge the offending employee or employees, subject only to the right of the employee or employees to have the suspension or discharge treated as a grievance. This shall not operate as a stay of the suspension or discharge.

#### ARTICLE 16

##### 16.01 - No Strike - No Lockout

During the life of this Agreement, the Union agrees that there shall be no strike of any kind, slowdown, sitdown, stay-in, boycott, unlawful picketing, work stoppage or any other

type of organized interference, coercive or otherwise with the City of Newark's business, and further that the Union will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, including but not limited to publicly disavowing such action in the local newspapers and ordering all such members who participate in such activity to cease and desist from same immediately and to return to work along with such other steps as may be necessary under the circumstances, to bring about compliance with its order. In cases of such activity described herein, the City of Newark may impose disciplinary measures or discharge the employees directly or indirectly involved. In consideration of the foregoing, the City of Newark agrees not to lock out or cause to be locked out any employee covered under the provisions of this Agreement.

Nothing set forth above shall prohibit the Union from publicizing its aims and objectives by all lawful means.

#### ARTICLE 17

##### 17.01 - Hours of Work

The work week for all employees who perform firefighting duties shall be an average of not more than forty-two (42) hours computed over periods of duty in an eight (8)-week cycle based on the schedule of 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 each and so on.

17.02 - In accordance with the needs of the Department, the work week of the employees in the Alarm and Radio Division, Bureau of Combustibles, Special Services, Arson Squad, and Training Academy shall be assigned by the Director on the same basis as heretofore, but no more than forty-two (42) hours per week. Nothing in this section shall limit the Director in regulating or changing the specific hours of work.

ARTICLE 18

18.01 - Overtime

All overtime must be authorized by the Deputy Fire Chief or his designee.

Overtime shall be paid at the rate of time and one-half (1-1/2) above the normal rate of pay for all time work in excess of forty-two (42) hours per week in accordance with Article 17.01. Overtime on a particular shift of less than (15) fifteen minutes duration shall not be compensated for. Overtime on a shift in excess of fifteen (15) minutes and up to and including thirty (30) minutes shall be paid for in the amount of thirty (30) minutes. Overtime on a shift in excess of thirty (30) minutes and up to and including one (1) hour shall be paid for in the amount of one (1) hour. Thereafter, overtime shall be paid for in segments of fifteen (15) minutes. The minimum call back pay shall be four (4) hours. All overtime pay to be paid without unreasonable delay.

18.02 - All employees in the Alarm and Radio Division, Bureau of Combustibles, Special Services, Arson Squad, and Training Academy (employees working less than a forty-two (42)

hour work week) shall be paid overtime at one and one-half (1-1/2) times the regular hourly rate of the Fire Fighting Force only after forty (40) hours have been worked in one week.

18.03 - The City and the Union recognize that the Agreement between the parties which preceded and has been replaced by this Agreement provided for the payment of overtime at the rate of time and one-half (1-1/2) the employee's regular hourly pay. That provisions was suspended in the preceding Agreement in view of the recent Superior Court decision involving the P.B.A and the City of Irvington concerning such payment. With, however, the enactment of Senate Bill No. 331 permitting overtime payments at the rate of time and one-half (1-1/2) the City is now legally able to resume overtime payments at such rates and will do so prospectively from the effective date of the aforementioned legislation. (August 9, 1972)

#### ARTICLE 19

##### 19.01 - Longevity

All employees of the Fire Department covered by this Agreement shall be entitled to and paid longevity pay in accordance with the provisions of Ordinance 6S & FH adopted November 2, 1966 entitled "Ordinance to Establish a Longevity Pay Program for Employees of the City of Newark, New Jersey."

#### ARTICLE 20

##### 20.01 - Clothing Allowance

All employees of the Fire Department covered by this Agreement shall be entitled to an annual clothing allowance of two hundred

and fifty dollars (\$250.00), payable the second pay period of December of each year.

ARTICLE 21

21.01 - Health Plan

The City agrees to continue to pay the full premium of a health-medical plan, to cover all employees of the Newark Fire Department, covered by this Agreement, to provide the following benefits:

Blue Cross and Blue Shield coverage, and Major Medical for the employees and their eligible dependents.

ARTICLE 22

22.01 - Training of New Officer Personnel

The City agrees to maintain an officer administrative and training course for both present officers and potential officers taken from a certified Civil Service list. Such course shall be approved by the Director and Fire Chief in consultation with the Union.

ARTICLE 23

23.01 - Safety Program

The City agrees to institute an effective safety program with a Safety Committee comprised of the Fire Director, Fire Chief, Safety Officer, one representative appointed by the Union representing the Fire Officers and one representative appointed by the Union representing the Firemen. Wherever practicable, the recommendations from this committee will be implemented as soon as possible.

23.02 - Accident Review Board

The Union shall have the privilege of appointing one member to the Accident Review Board.

ARTICLE 24

24.01 - Riots and Duties of Police

The City shall not assign any employee covered by this contract to such duties as school crossing guards, police patrol duties, or supervision over such police functions. This shall not prohibit the use of such employees as supervisors in the Arson Squad or to issue traffic summons as set forth under State Law.

24.02 - The City shall not require any employee to use hose streams or any other method actively to take part in the quelling of any civil disorder. This clause is not intended to interfere with the usual and regular performance of an employee's firefighting duties.

ARTICLE 25

25.01 - Mutual Aid

The City shall see that employees while rendering aid to another community are fully covered by workmen's compensation and liability insurance and pensions as provided by State law.

25.02 - The City shall not require employees covered by this contract to relocate personnel and apparatus on a standby basis to other communities whose Fire Fighters or Officers are engaged in a job action. This will not preclude the use of personnel and apparatus of the City of Newark to suppress an actual fire when so requested by another community. This provision

is subject to and modified by the New Jersey Civil Defense Act and the rules and regulations promulgated thereunder.

ARTICLE 26

26.01 - Non-Fire Fighting Activities

Fire apparatus and/or fire department personnel shall not be required to participate in community relations activities without prior consultation with the Union.

ARTICLE 27

27.01 - Fire Labor-Management Committee

A Fire Labor-Management Committee shall be established for the purpose of discussing at mutually agreeable times, matters of mutual concern but not to include amendment of this Agreement. This committee shall be limited to no more than four labor and four management members and shall meet, except by mutual waiver in writing, no less than once every two months at a date agreed upon by the Fire Director and the President of the Union.

ARTICLE 28

28.01 - Grievance Procedure

The purpose of the grievance procedure shall be to settle all grievances between the employer and the employees covered by this Agreement, so as to insure efficiency and promote employees' morale.

The matter shall first be discussed orally with the employee's immediate supervisor within three (3) days of the occurrence giving rise to the grievance. No settlement of a grievance presented by an employee shall contravene the provisions of this Agreement. If such discussion does not resolve the grievance,



it may be processed to the next step.

If within five (5) days, exclusive of Saturdays and Sundays, the grievance is not resolved with the immediate supervisor, then the grievance shall be presented in writing to the Union and the Chief of the Fire Department. The Fire Chief shall arrange for such meetings and make such investigations as are necessary to give his answer in writing within five (5) days, exclusive of Saturdays and Sundays, of receipt of the written grievance. If this answer does not resolve the grievance, it may be processed by the Union within five (5) days, exclusive of Saturdays and Sundays, to the Director of the Fire Department.

Within five (5) days, exclusive of Saturdays and Sundays, of the transmittal of the written answer by the Director, and the grievance is not settled to the satisfaction of both parties, either party to the Agreement may request that the grievance be submitted to arbitration as hereinafter set forth.

Any employee who elects to proceed to arbitration shall be deemed to have waived his right to proceed under Civil Service Law, Rules and Regulations and Procedures.

#### 28.02 - Arbitration

Either party may submit the grievance to Mr. Charles S. Sobol who shall serve as the impartial arbitrator under the terms of this Agreement. In the event Mr. Sobol is unable to serve, either party may submit the grievance to the New Jersey State Board of Mediation for the appointment of an impartial arbitrator in accordance with their Rules and Regulations, who

shall have full power to hear and determine the dispute between the parties. The arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and conditions of the Agreement and shall decide the dispute within thirty (30) days after the hearings have been closed. The expense of arbitration shall be borne equally by the parties. Only the Employer or the Union shall have the right to submit a grievance to arbitration.

23.03 - Union Visitation

Authorized representatives from the Union's Executive Board shall be allowed to visit the Fire Stations or City Hall for the purpose of ascertaining whether or not this Agreement is being observed. Upon entering the premises, the authorized representative(s) shall notify the Officer-in-charge, or in his absence his immediate subordinate. Such visitation shall not interfere with the normal conduct of work within the Department.

ARTICLE 29

29.01 -- Duration

This Agreement as here in amended and supplemented shall be effective as of January 1, 1972 and shall remain in full force and effect through December 31, 1973, and thereafter from year to year until terminated. It may be terminated at the end of the term of this contract by notice in writing by one party served thirty (30) days prior thereto upon the other party.

29.02 - Negotiations

On or after July 1, 1973 and prior to August 1, 1973, either party may serve notice upon the other party of a desire to change, modify or terminate the Agreement. In the event that the parties have not achieved a mutually satisfactory agreement by November 1, 1973, the parties will file a joint request, in writing, for the appointment of a mediator with the Public Employment Relations Commission pursuant to Chapter 303, Public Laws of 1968. The aforementioned date may be extended by mutual agreement of both parties.

29.03 - Negotiations Procedure

The parties agree to meet at reasonable times during the period between the opening of negotiations and November 1, 1973 in good faith effort to conclude negotiations amicably. The parties further agree that Minutes of each negotiations session or a Memorandum of such session shall be agreed upon by the parties and initialed at the subsequent negotiations session.

ARTICLE 30

30.01 - Savings Clause

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 intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

30.02 - Pay Board

The City and the Union recognize the applicability of Presidential Executive Order 11615 signed by President Nixon

on August 15, 1971, establishing a 90-day freeze on prices, rents, wages and salaries as well as subsequent orders and directives relating to permissible increases in the aforementioned areas at the conclusion of the freeze period. The parties agree to abide fully by the provisions of the aforementioned Presidential Executive Order and other applicable present or future Executive Orders or Legislation and that in the event any or all the salary increases for 1972 or beyond cannot legally be made effective, such increases shall be omitted or proportionately adjusted according to law. The parties further agree that in the event Pay Board or IRS approval is required to implement any economic changes in this Agreement, the parties will jointly request such approval.

#### ARTICLE 31

##### 31.01 - Fully Bargained Provisions

This Agreement represents and incorporates the complete and final understanding and settlement by the parties. During the term of this Agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

31.02 - This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

Witnessed:

CITY OF NEWARK

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witnessed:

PROFESSIONAL FIRE OFFICERS  
ASSOCIATION LOCAL 1860, IAFF,  
AFL-CIO

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

APPENDIX A

Deputy Fire Chief - 10-002

Positions - 20

January 1, 1972	16,972.	17,486.	18,000.
July 1, 1972	17,679.	18,214.	18,750.
January 1, 1973	18,465.	19,023.	19,533.
July 1, 1973	19,251.	19,832.	20,416.

Chief of Fire Signal System

Operations - 10-003.10 Positions - 1

January 1, 1972	16,972.	17,486.	18,000.
July 1, 1972	17,679.	18,214.	18,750.
January 1, 1973	18,465.	19,023.	19,533.
July 1, 1973	19,251.	19,832.	20,416.

Chief Fire Signal System Maintenance  
and Construction - 10-003.20

Positions - 1

January 1, 1972	16,972.	17,486.	18,000.
July 1, 1972	17,679.	18,214.	18,750.
January 1, 1973	18,465.	19,023.	19,533.
July 1, 1973.	19,251.	19,832.	20,416.

Battalion Fire Chief - 10-004

Positions - 34

January 1, 1972	13,886.	14,400.	14,914.
July 1, 1972	14,464.	15,000.	15,535.
January 1, 1973	15,106.	15,666.	16,225.
July 1, 1973	15,749.	16,333.	16,915.

Assistant Chief of Fire Signal  
System Operations - 10-003.10

Positions - 1

January 1, 1972	13,886.	14,400.	14,914.
July 1, 1972	14,464.	15,000.	15,535.
January 1, 1973	15,106.	15,666.	16,225.
July 1, 1973	15,749.	16,333.	16,915.

Assistant Chief of Fire Signal  
System Maintenance and  
Construction - 10-003.20

Positions - 1

January 1, 1972	13,886.	14,400.	14,914.
July 1, 1972	14,464.	15,000.	15,535.
January 1, 1973	15,106.	15,666.	16,225.
July 1, 1973	15,749.	16,333.	16,915.

Chief Inspector of Combustibles

10-005 - Positions - 1

January 1, 1972	13,886.	14,400	14,914
July 1, 1972	14,464.	15,000	15,535.
January 1, 1973	15,106.	15,666.	16,225.
July 1, 1973	15,749.	16,333.	16,915.

Supervisor of Apparatus

10-007 - Positions - 2

January 1, 1972	13,836.	14,400.	14,914.
July 1, 1972	14,464.	15,000.	15,535.
January 1, 1973	15,106.	15,666.	16,225.
July 1, 1973	15,749.	16,333.	16,915.

Fire Captain - 10-009

Positions - 187

January 1, 1972	12,343.	12,857.	13,371.
July 1, 1972	12,857.	13,393.	13,923.
January 1, 1973	13,428.	13,988.	14,546.
July 1, 1973	13,999.	14,583.	15,165.

Assistant Chief Inspector of

Combustibles - 10-010

Positions - 1

January 1, 1972	12,343.	12,857.	13,371.
July 1, 1972	12,857.	13,393.	13,923.
January 1, 1973	13,428.	13,988.	14,546.
July 1, 1973	13,999.	14,533.	15,165.

Chief Fire Alarm Operator

10-011 - Positions - 5

January 1, 1972	12,343.	12,857.	13,371.
July 1, 1972	12,857.	13,393.	13,923.
January 1, 1973	13,428.	13,988.	14,546.
July 1, 1973	13,999.	14,583.	15,165.

Foreman - Fire Alarm Telegraph

10-012 - Positions - 2

January 1, 1972	12,343.	12,857.	13,371.
July 1, 1972	12,857.	13,393.	13,923.
January 1, 1973	13,428.	13,988.	14,546.
July 1, 1973	13,999.	14,583.	15,165.

APPENDIX B

All prior ordinances or parts of prior ordinances which relate to the above position titles, hours of employment, annual minimum salary and annual maximum salary therefor, which are inconsistent herewith, as hereinabove set forth, are hereby repealed.

The City agrees to maintain the existing parity in pay between all current ranks in the Fire and Police Departments. Any adjustment of pay for any rank will be applied on a parity basis to all other ranks.

This contract is subject to approval by the Municipal Council of the City of Newark.