

THIS DOES NOT
CIRCULATE

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A G R E E M E N T

Between:

LIBRARY
Institute of Management and
Labor Relations

JAN 2 1979

RUTGERS UNIVERSITY

TOWNSHIP OF TEANECK

BERGEN COUNTY, NEW JERSEY

-and-

LOCAL # 42

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

JANUARY 1, 1978 THROUGH DECEMBER 31, 1978

ARTICLE

PREAMBLE

This Agreement entered into this 6th day of December,
1978 by and between the Township of Teaneck, in the County of Bergen, New Jersey,
a Municipal Corporation of the State of New Jersey, hereinafter called the "Township"
and the Firemen's Mutual Benevolent Association, Local No. 42 of Teaneck, hereinafter
called the "Association" represents the complete and final understanding on all
bargainable issues between the Township and the Association. This Agreement is
intended to maintain and promote a harmonious relationship between the Township and
such of its employees who are within the provisions of this Agreement in order that
more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

A. The Township hereby recognizes the Association as the exclusive collective negotiations agent for all firemen, the fire signal system repairman and the fire alarm operators employed by the Township of Teaneck but excluding the Chief, Deputy Chiefs, Captains, Lieutenants, and other supervisors, craft and professional employees, and managerial executives, and police within the meaning of the act.

B. Unless otherwise indicated, the terms "firemen", "fireman", "employee" or "employees" when used in this Agreement refer to all persons represented by the Association in the defined negotiating unit.

ARTICLE II

MANAGEMENT RIGHTS

A. The Township 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:

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees while on duty.

2. To hire all employees and subject to the provision of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

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

Management Rights contd.

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

ARTICLE III

GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

B. DEFINITION

1. The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Association or the Township.

2. Matters that do not involve any controversy arising over the interpretation or adherence to the terms and conditions of this agreement are not subject to the grievance procedure.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE:

(a) An aggrieved employee shall institute action under the provisions hereof within two (2) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally.

GRIEVANCE PROCEDURE contd.

Failure to act within said two (2) working days shall be deemed to constitute an abandonment of the grievance.

(b) The supervisor shall render a decision within five (5) working days after receipt of the grievance.

STEP TWO:

(a) In the event a satisfactory settlement has not been reached, the employee shall in writing and signed, file his complaint with the fire chief (or his representative) within five (5) working days following the determination by the Supervisor.

(b) The fire chief, or his representative shall render a decision in writing within five (5) working days from the receipt of the complaint.

STEP THREE:

(a) In the event the grievance has not been resolved at Step Two, then within five (5) working days following the determination of the fire chief the matter may be submitted to the Township Manager.

(b) The Township Manager shall review the matter and make a determination within ten (10) working days from the receipt of the complaint.

STEP FOUR --- ARBITRATION

(a) Should the aggrieved person be dissatisfied with the decision of the Township Manager, such person may within ten (10) working days request arbitration. The arbitrator shall be chosen in accordance with the Rules of the American Arbitration Association.

GRIEVANCE PROCEDURE, contd.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Township Manager. In the event the employee elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled, the matter withdrawn from the American Arbitration Association and the Association shall pay whatever costs may have been incurred in processing the case to the American Arbitration Association.

(c) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the opportunity to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or settlement thereto.

(d) The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute. The jurisdiction of the arbitrator in deciding matters in dispute under the Grievance procedure shall cover all grievable matters in dispute with the exception of those matters determined by the arbitrator to be in the exclusive jurisdiction of the Civil Service Commission. Those matters determined by the arbitrator to be within the exclusive jurisdiction of the Civil Service Commission shall not be decided by the arbitrator except the determination of jurisdiction.

GRIEVANCE PROCEDURE, contd.

(e) An arbitrator is empowered to hear and decide only one issue during an arbitration case. The parties are precluded unless they mutually agree from placing more than one issue before the arbitrator.

(f) The costs for the services of the arbitrator and arbitration facilities shall be borne equally between the Township and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(g) The arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

(h) The decision of the arbitrator shall be final and binding on both parties.

ARTICLE IV

HOURS AND OVERTIME

A. All employees covered by this agreement except the Fire Signal System Repairman are required to work a forty-two (42) hour week in an eight (8) week cycle on a shift basis as provided in Ordinance #1367 adopted by the Township Council on January 21, 1969. In times of emergency, all members of the Department are subject to call unless they are on authorized sick leave.

B. The Fire Signal System Repairman shall be required to work a forty(40) hour week consisting of five(5) daily tours of eight hours each from Monday through Friday, 8:00 A.M. to 4:00 P.M.

C. Effective December 1, 1978 all employees shall be paid for all overtime work at time and one-half the hourly rate which he receives for his regularly assigned duty on the following basis:

1. Up to fifteen minutes - zero
2. Sixteen to thirty minutes - 1/2 hour
3. Over thirty minutes - one hour
4. Over one hour - to the nearest quarter hour

D. All employees who are called back to work after leaving the premises of the fire house shall receive a minimum of two (2) hours of overtime pay.

ARTICLE V

HOLIDAYS

A. All employees working the forty two hour week shall receive twelve tours of duty off during each calendar year in lieu of the holidays indicated in B below. This time off shall be determined by the Fire Chief with due regard for the wishes of the employee and particular regard for the needs of the Service.

B. All employees working the forty hour week shall receive the following holidays:

New Years Day

Labor Day

Lincoln's Birthday

Columbus Day

Washington's Birthday

Veterans Day

Good Friday

Thanksgiving Day

Memorial Day

Friday after Thanksgiving

Fourth of July

Christmas Day

C. When a holiday listed in B falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday listed in B falls on a Sunday, the following Monday shall be observed as the holiday.

ARTICLE VI

VACATIONS

A. All employees working the 42 hour week shall earn vacation on a calendar year basis, in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Vacation Leave</u>
To the end of the first calendar year	One tour of duty per month of service
1 year to 5 years	12 tours of duty
6 years to 10 years	14 tours of duty
11 years to 15 years	16 tours of duty
16 years to 20 years	18 tours of duty
Over 20 years	20 tours of duty

B. All employees working the 40 hour week shall earn vacation, on a calendar year basis, in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Vacation Leave</u>
To the end of the first calendar year	One tour of duty per month of service
1 year to 5 years	13 working days
6 years to 10 years	15 working days
11 years to 15 years	17 working days
16 years to 20 years	19 working days
Over 20 years	21 working days

VACATIONS CONTINUED

C. Vacations shall be granted in accordance with the following conditions:

C.1. Assume an employee starts August 1, 1973. At the end of 1973 he is entitled to 5 tours of duty or working days as vacation which can be taken between January 1st and December 31, 1974. On January 1, 1975 he would be credited with 12 tours of duty or 13 working days vacation based on a full years employment in 1974 which can be taken in 1975.

C.2. Employees hired prior to July 1, 1965 may take their vacation in the year in which earned.

D. Vacation time accumulated is forfeited if at least seven days notice of intention to terminate employment is not given in writing by the employee to the appropriate department head. All or part of this requirement may be waived by the Township upon approval of the department head and the Township Manager.

E. Vacations shall be taken in order of seniority within each platoon.

F. An employee who has returned from extended leave of absence without pay or has been re-employed or re-instated shall be considered as a new employee for the purpose of determining vacation eligibility.

ARTICLE VII

HOSPITALIZATION

A. The Township agrees to furnish to all employees and their eligible dependents, hospitalization, major medical and Rider J coverage with the State Health Benefits Plan of New Jersey.

B. The Township reserves the right to change insurance carriers during the lifetime of this Agreement so long as substantially similar benefits are provided by the new carrier.

ARTICLE VIII

SICK LEAVE

- A. Sick leave is defined to mean an absence from post of duty of any employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employees household seriously ill requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee. Immediate family is defined for purposes of this article to be spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandmother, and grandfather or other person living as a permanent member of the employee's household.
- B. All full time employees covered by this agreement shall be granted sick leave as hereinbefore defined, with pay to which eligible, as follows:
- B.1. During the first calendar year of employment, one tour of duty for each full month of service.
 - B.2. Thereafter, one and one quarter ($1\frac{1}{4}$) tours of duty per month or a total of fifteen (15) tours of duty for each calendar year of service.
 - B.3. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employees credit from year to year to be used if and when needed for such purpose.
- C. When an employee does not report for duty for a period of greater than three (3) tours of duty or totaling more than ten (10) tours of duty in one calendar year because of sickness, he shall show proof of his inability to work by submitting to the Township Treasurer upon request a certificate, signed by a reputable physician in attendance, to the effect that the said employee was not, on the date or dates leave is requested, physically able to perform any duty connected with his job. In case the absence is due to a contagious disease, a certificate from the Department of Health shall be required. If requested the employee shall submit to examination by a physician appointed by the TOWNSHIP to substantiate such illness at Township expense.

SICK LEAVE, continued

D. A sick day shall be charged for an absence of more than one half the hours scheduled in the tour of duty or one-half day for an absence of less than half the hours scheduled in the tour. No refund of vacation time shall be allowed due to illness incurred while on vacation time.

E. In order to receive compensation while absent on sick leave, the employee shall notify his supervisor at least one(1) hour before the time set for him to begin his tour of duty. An employee who is absent for five(5) days will be subject to dismissal in accordance with civil service rules.

F. An employee may charge to his sick leave a maximum of three(3) tours of duty each year for the purpose of attending funerals or weddings, religious days, or other personal obligations not elsewhere provided for in this article, provided prior approval is secured from the Fire Chief.

G. Terminal Leave

1. All employees hired prior to December 1, 1978 shall receive terminal leave pay as heretofore calculated with no maximum.

2. All employees hired after December 1, 1978 shall be limited to a maximum of \$12,000.00 in terminal leave pay as heretofore calculated.

ARTICLE IX

INJURED ON DUTY

A. When an employee is disabled and unable to work because of an injury or illness arising out of the course of his employment, he shall be granted an injury leave with full pay for a period up to thirty (30) calendar days, provided such employee:

1. Presents evidence that he is unable to work in the form of a certificate from a reputable physician forwarded to the Township Treasurer within seventy-two hours of the injury or illness.
2. Submits upon request to examination by a physician appointed by the Township or the Township Insurance Carrier.

B. If an absence is necessitated after a break of time and the absence is a result of the same on the job injury, the absence will be considered an on the job injury, provided the employee furnishes a medical certificate from his personal physician and further provided such absence is approved by the insurance carrier.

C. The Township Council may extend an injury leave with pay up to a maximum of one year upon the written recommendation of a physician appointed by the Township.

D. All injury leaves shall terminate when the physician appointed by the Township reports in writing that the employee is fit for duty.

INJURED ON DUTY, continued

E. Payments made as Workmen's Compensation Insurance from any source to an employee while on injury leave shall be deducted from the amount to be paid the employee by the Township during each period he is carried on the Township's payroll.

ARTICLE X

SALARIES AND COMPENSATION

A. All firemen shall be compensated in accordance with the following schedule:

	<u>1978</u>
Step 1	\$ 12,728.
Step 2	13,301.
Step 3	13,874.
Step 4	14,447.
Step 5	15,020.

B. All fire signal system repairmen shall be compensated in accordance with the following schedule:

	<u>1978</u>
Step 1	\$ 13,358.
Step 2	13,931.
Step 3	14,504.
Step 4	15,077.
Step 5	15,650.

C. Annual salary increments shall be provided only to those employees who have satisfactorily performed the duties of their positions and all such increment payments are contingent upon the availability of funds.

D. The present method of determining eligibility for longevity payments shall continue in effect for the life of this agreement.

SALARIES AND COMPENSATION, continued

E. All eligible employees shall receive a longevity payment in accordance with the following schedule:

<u>Years of Service</u>	<u>1978</u>
5	\$ 300.
10	600.
15	900.
20	1,200.
25	1,500.

ARTICLE XI

CLOTHING ALLOWANCE

- A. The Township agrees to pay all employees covered under this Agreement on duty at the beginning of the calendar year an annual clothing allowance of \$200.00 per year payable in April of each year.

- B. All new employees shall receive a clothing allowance of \$200.00 upon completion of three months employment, but they shall reimburse the Township \$15.00 for each month of service under one year not completed.

- C. No more than one allowance may be paid to any employee in any one calendar year.

- D. This allowance is in lieu of any other allowance for uniforms, personal equipment and work clothes, with the exception of helmets.

- E. Firemen will not be required to wear dress uniform while making in service inspections.

ARTICLE XII

LIFE INSURANCE

- A. The Township agrees to furnish to all employees covered under this Agreement at no cost to such employees a \$5,000.00 life insurance policy.
- B. The Township agrees to furnish to all employees covered under this Agreement, at no cost to such employees a \$2,500.00 life insurance policy for death in the line of duty.
- C. The decision of the insurance company shall be binding on both parties to this agreement whether death is in the line of duty.
- D. The Township reserves the right to change insurance carriers during the lifetime of this Agreement so long as substantially similar benefits and the same policy face value are provided by the new carrier.

ARTICLE XIII

COLLECTIVE NEGOTIATIONS PROCEDURE

- A. The F. M. B. A. Negotiating Committee shall consist of no more than five (5) members, of which three (3) members shall constitute a quorum.

- B. A maximum of two (2) members of the F.M.B.A. Negotiating Committee shall be granted leave from duty with full pay for the purpose of negotiating the terms of an agreement, when such sessions take place at a time during which such members are scheduled to be on duty. Wherever practicable, such sessions shall be scheduled during the non-working time of the members of the F.M.B.A. Negotiating Committee.

- C. Collective negotiating meetings shall be held at times and places mutually convenient at the request of either the Township or the Association.

- D. The duly authorized negotiating agent of either the Township or the Association is not required to be an employee of the Township.

ARTICLE XIV

NO - STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike, slowdown, walkout or other job action against the Township. The Association agrees that such action would constitute a material breach of this agreement.

B. A strike for the purpose of this article shall be defined as the concerted failure to report for duty or willful absence of an employee from his position or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment.

C. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any Association member shall entitle the Township to invoke any of the following alternatives:

1. Withdrawal of dues deduction privileges
2. Termination of employment of such employee or employees subject, however, to the application of the Civil Service law.

D. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, slowdown, walkout or other job action against the Township.

NO - STRIKE PLEDGE, continued

E. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE XV

NON-DISCRIMINATION

A. There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association or because of any lawful activities by such employee on behalf of the Association. The Association, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association and shall not solicit membership in the Association or the payment of dues during working time.

ARTICLE XVI
DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.)52:14-15.9(e), as amended. Said monies together with records of any corrections shall be transmitted to the Association office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice prior to the effective date of such changes and shall furnish to the Township new authorization from its members showing the authorized deduction for each employee.

C. The Association will provide the necessary "check-off" authorization form and deliver the signed forms to the Township Finance Officer. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Association to the Township.

ARTICLE XVII

SEPARABILITY AND SAVINGS

A. If any provision of this agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in force and effect.

ARTICLE XVIII

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such 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.

ARTICLE XIX

CONDUCTING ASSOCIATION BUSINESS

- A. No Association member or officer or Job Steward shall conduct any Association business on Township time except as specified in this Agreement.
- B. No Association meetings shall be held on Township time unless specifically authorized by the Township.
- C. The Association will notify the Township in writing of the one (1) Job Steward and the four (4) Alternates selected from the employee's group it wishes to authorize as the F.M.B.A. Grievance Committee to confer with management on grievances or other matters of mutual interest. The Township acknowledges the right of the Association to select a representative who is not an employee to participate in such conferences.
- D. The Township agrees that it will permit the authorized Job Steward or his Alternate (but not both at the same time) to take a reasonable amount of time from his job to investigate grievances without loss of pay provided arrangements to be excused are made with his supervisor in advance and further provided that such time spent on grievances does not interfere with the operations of the Department.
- E. The Township agrees that it will permit the authorized Job Steward and his Assistant or their Alternates, but not more than any two (2) such representatives at any one time to take a reasonable amount of time from their jobs to confer with management on grievances without loss of pay, provided arrangements to be excused are made with their supervisor in advance and further

Conducting Association Business, Continued

provided that such time spent on grievances does not interfere with the operations of the Department.

F. The Executive Delegate of the F.M.B.A. shall be granted leave from duty without loss of pay for all regular monthly State and Regional Meetings of the F.M.B.A. when such Meetings take place at a time when such Delegate is scheduled to be on duty, not to exceed a maximum of eight (8) days per year, provided that said Executive Delegate gives reasonable notice of no less than seventy-two (72) hours to the Fire Chief or his authorized representative.

G. The Township shall grant a leave of absence without loss of pay to all authorized delegates of the F.M.B.A. to attend the New Jersey State F.M.B.A. Convention in accordance with N.J.S.A. 11:26C-4. The Association shall attempt to equalize delegates among platoons.

ARTICLE XX

PROVISIONS OF ECONOMIC STABILIZATION ACT

A. The Township and the Association recognize the applicability of and agree to fully abide by the provisions of any present and/or future Presidential Executive Orders or legislation which may affect wages, salaries, fringe benefits or any other provision of this agreement.

B. In the event any or all of the salary increases for 1978 or beyond cannot legally be made effective, such increases shall be omitted or proportionately adjusted according to law.

ARTICLE XXI

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1978 and shall remain in effect to and including December 31, 1978, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals Teaneck, New Jersey, on this 6th day of December, 1978

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
LOCAL #42

TOWNSHIP OF TEANECK
BERGEN COUNTY, NEW JERSEY

BY:

John P. Diener

BY:

Thomas Schmid

ATTEST:

Heba Skypa

ATTEST:

Roslyn Enduck