

Hoboken

GENERAL AGREEMENT

JANUARY 1, 1968 to DECEMBER 31, 1969

THIS AGREEMENT made and entered into by and between THE CITY OF HOBOKEN, NEW JERSEY, hereinafter referred to as the "Employer", and THE HOBOKEN UNIFORMED FIRE FIGHTERS & FIRE OFFICERS ASSOCIATION, LOCALS 1076 and 1078, affiliated with the International Association of Fire Fighters, N.J. State F.F.A. H.C.C.L.C., C. L.C., A.F. of L.-C.I.O., and BRANCH #3, FIREMENS MUTUAL BENEVOLENT ASSOCIATION, hereinafter referred to as the "Union", agree to be bound by the terms and provisions of this Agreement.

ARTICLE I - SCOPE OF AGREEMENT

Section 1. For the purpose of reaching a mutual understanding between the City of Hoboken and its employees of the Fire Department, and to promote harmonious relationships between the parties and affect good and efficient service, the parties have entered into this Agreement to cover all of the personnel employed by the City in the operation of its Fire Department.

Section 2. Employees Covered. Employees covered by this Agreement shall be construed to mean all men presently in the Fire Fighting Force, i.e., Chief, Deputy Chief, Captain, and Firemen, but not limited to these ranks and all men appointed during the scope of this Agreement.

Section 3. This contract shall govern all wages, hours and other conditions herein set forth.

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

ARTICLE II - UNION SECURITY

Section 1. The Employer hereby recognizes the Union as the sole and exclusive representative of all employees set forth in Article I for the purpose of collective bargaining. These activities shall include, but not be limited to, the presentation of grievances and proposals relating to the violation of this Agreement and with reference to all terms and conditions of employment.

Section 2. Check-off. The Employer hereby agreed to deduct from the first pay of all members of the Union, initiation fees, dues and assessments as required by the Union rules and regulations. All such deductions shall be remitted to the proper official of the Union before the expiration of the month.

ARTICLE III - TIME OFF

Section 1. Employees shall be granted time off without deduction from pay for all requests deemed reasonable, i.e.:

- (a). Death in immediate family.
- (b). Serious illness in immediate family, necessitating the employee's presence.
- (c). Baptism, Communion, Confirmation, Graduation, Marriage, of employees children, or immediate family.
- (d). The Union agrees that, in making these requests for time off, due consideration shall be given the number of men affected in order that there shall be no hardship placed on the operations of the Department.
- (e). Immediate family will consist of: wife, child, mother, father, brother, sister, stepchild, stepmother, stepfather, guardian, mother-in-law, and father-in-law.

Section 2. The Employer agrees to allow men time off to any employee who provides a substitute fireman of same rank and qualifications to work his tour of duty.

Section 3. Time off for Union Activities. The Employer agrees to grant the necessary time off, without discrimination, to any employee designated by the Union to attend Union meetings, labor conventions, or serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union.

ARTICLE IV - LEAVE OF ABSENCE

Section 1. Any employee desiring leave of absence from his employment shall secure written permission from both the Local Union and Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from both the Local Union and the Employer.

Section 2. The employee must make arrangements for continuation of health and welfare and pension payments at his own expense if he wishes these services continued during any leave.

Section 3. Military Clause. Employees entering the military or naval service of the United States, pursuant to the provisions of the Selective Service Act of 1948, shall be granted all rights and privileges provided by the Act.

Section 4. When the military compensation of any employee is less than his salary, the Employer agrees to make up the difference.

ARTICLE V - MAINTENANCE OF STANDARDS

Section 1. Protection of Conditions. The Employer agrees that all conditions of employment relating to wages, hours of work, overtime, differentials and general working conditions shall

be maintained at not less than the highest standards in effect at the time of the signing of this Agreement.

Section 2. Extra Contract Agreements. The Employer shall not enter into any agreement with employees which in any way conflicts with the terms of this contract, and shall recognize only elected officials of the Union as their official representatives.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance. A grievance is a complaint, a view, or an opinion pertaining to employment conditions, or relationships between an employee and a supervisor or between an employee and another employee regarding employment.

Grievances are concerned with work conditions, light, heat, sanitary facilities, safety, type and location of work assignments, work load, and attitude of supervisors.

This grievance procedure in no way effects any civil service action which the employee may decide to use.

Section 2. Procedure for Presentation of Grievance.

STEP 1. The President of the Union, or his duly designated representative, shall be recognized by the Immediate Supervisor for the purpose of taking up grievances arising under the terms of this Agreement. The grievance may be taken up with or without the presence of the employee involved. The grievance need not be in writing, and the Supervisor shall answer the grievance within three (3) days after same has been presented.

STEP 2. If the grievance is not resolved through STEP 1, or if no answer has been received by the Union within the time set forth in STEP 1, then the Union shall submit a written grievance to the Director or any person designated by him.

The Employer's representative shall inform the Union in writing of its decision within seven (7) days after the grievance has been submitted.

A copy of the decision shall be sent to the employee, the Union, and the Mayor.

STEP 3. If the grievance is not settled to the satisfaction of the Union and the employee within the seven (7) days provided for in STEP 2, then the Union or the employee may request that the grievance be submitted to arbitration as herein-after set forth.

STEP 4. ARBITRATION. If the grievance has not been settled through the Grievance Procedure, then the employee or the Union may request the New Jersey State Board of Mediation, in accordance with its rules and regulations, to appoint 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 cost of arbitration shall be borne equally by both parties. The arbitrator shall have no right to vary or modify the terms in the Agreement and shall

decide the dispute within thirty (30) days after the hearing has been closed.

Section 3. Authorized representative(s) of the Union shall be allowed to visit the central station, sub-stations, or City Hall for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. Upon entering the premises, the authorized representative(s) shall notify the Department Head, or in his absence a subordinate. He shall not interfere with normal conduct of work within the Department.

ARTICLE VII - PROTECTION OF RIGHTS

Section 1. Appeal from discharge or suspension. A discharged or suspended Employee must notify the Local Union in writing within two (2) working days of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer within five (5) days.

Section 2. Separation of Employment. Upon discharge, the Employer shall pay all money due to the Employee. Upon quitting, the Employer shall pay all money due the employee on the payday in the week following such quitting. Earned vacation time shall be included in such payment.

ARTICLE VIII - EXAMINATION AND I.D.

Section 1. (a). Physical, mental or other examinations required shall be promptly complied with by all employees, provided however, the Employer shall bear all charges for such examinations.

(b). The Employer reserves the right to select its own examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at his own expense.

(c). Employees shall have a chest ex-ray and cardiogram taken once a year, and the results of this examination to be placed in his own personal record.

(d). The Employer shall not require an employee to undergo the examinations provided for herein more often than once a year.

(e). If a dispute concerning the physical and mental health of any employee arises by reason of conflicting reports of the Employer and employee physicians, then this dispute shall be resolved by a physician mutually appointed by the parties.

Section 2. I.D. Should the Employer find it necessary to require employees to carry full personal I.D., such requirements shall be complied with, provided that the cost of such personal I.D. be borne by the Employer.

ARTICLE IX - WORKDAY AND WORKWEEK

Section 1. Workweek. The workweek will consist of forty-two (42) hours, averaged out over an eight (8) week cycle.

- (a) First week - forty-eight (48) hours.
- Second week - forty-eight (48) hours.
- Third Week - forty-eight (48) hours.
- Fourth Week - thirty-four (34) hours.
- Fifth Week - thirty-four (34) hours.
- Sixth Week - forty-eight (48) hours.
- Seventh Week - thirty-eight (38) hours.
- Eighth Week - thirty-eight (38) hours.

(b). The workday shall consist of ten (10) consecutive hours.

(c). The worknight shall consist of fourteen (14) consecutive hours.

(d). The Employee on the workday Sunday and Monday, shall be off Tuesday and report for the worknight Wednesday and Thursday. He shall report back for the next workday on the following Monday and Tuesday, etc.

Section 2. Starting and quitting time. Starting time for the workday shall be 8 A.M. Starting time for the worknight shall be 6 P.M. The workday will end at 6 P.M. and the worknight at 8 A.M.

ARTICLE X - VACATION AND VACATION PAY

Section 1. (a). Employees with less than five (5) years service shall receive three (3) weeks' vacation.

(b). Employees with five (5) or more years shall be granted one month's vacation.

(c). Employees with seventeen (17) or more years shall be granted an additional eight (8) days vacation.

Section 2. The Employer shall make every effort to assign vacations during the period of June 1 to September 30, and such assignments shall be based upon the seniority of the employee. The parties realize that it is impossible to allot vacations in a manner as to cause a hazard to efficient service, and in that respect the parties will cooperate to allot vacations only to a reasonable number of men during the summer months.

Section 3. The Employer agrees that an employee on sick leave shall not be put on the vacation roster if such employees sick leave and vacation period co-include, and his vacation shall be granted at a later date of the Employer's convenience.

Section 4. The pay of all employees shall be computed on the basis of wage classification in which the employee is working at the time of his vacation. All wage differentials shall be included in computing vacation pay.

Section 5. Vacation pay shall be paid in advance of the payday of the week preceding the start of the vacation period of the employee.

Section 6. In case of death of an employee who is eligible for a vacation, vacation pay due such an employee shall be paid to the employee's estate.

ARTICLE XI - HOLIDAYS

Section 1. Recognized Holidays. The following shall be recognized as paid holidays under this Agreement:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Armistice (Veterans) Day
Decoration Day	Thanksgiving Day
Independence Day	Christmas Day

Section 2. Pay for Holidays. Employees not working on the holiday shall have no money deducted from their wages. Employees who are required to work on the holiday, shall receive an additional one-fifth (1/5) of their weekly pay as compensation for working on the holiday.

ARTICLE XII - UNION ACTIVITY

Any employee, member of the Union, acting in any official capacity whatsoever, shall not be discriminated against for his acts as such official of the Union, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE XIII - INSPECTION OF PAYROLL RECORDS

An authorized representative of the Union shall have the right to inspect the Employer's pay records, health and welfare records, pension fund records or other records of employees at a mutually convenient time.

ARTICLE XIV - OVERTIME

Section 1. As previously discussed, the following overtime plan is presented for your approval:

(a). Members remaining on duty for more than sixteen (16) minutes after their normal duty period shall be paid on an hourly basis, but not less than one (1) hour's pay at time and one-half.

(b). Members recalled to duty because of an emergency shall be paid for the actual time worked but not less than four (4) hours' pay at time and one-half.

(c). In the event that a need for overtime should occur in the Fire Department because of vacations, sickness, or other unforeseen reasons, overtime shall be paid at the prevailing salary on an hourly basis to the member of the Department. All overtime will be maintained by a seniority list kept by the office, a copy of which shall be posted on the bulletin board. This record shall show the date of call and the response for each person called as to whether it was refused, on duty, no answer, sickness or vacation. If a man refuses, he will automatically be passed by until a complete cycle of the seniority list has been made. This sheet shall pertain to tours of duty in the fire station only. In the event that an officer is needed to fill in

a shift because there is no officer on said shift, the Chief shall authorize an officer to be worked on overtime at the Officer's rate of pay.

(d). No less than four (4) firemen and one (1) captain shall constitute a company every tour of duty. When a company of the Department is reduced below this amount for any of the above mentioned reasons and there are no men available from the other companies, the Chief will then refer to the overtime schedule for the next man in line to work.

ARTICLE XV - UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT

Section 1. All uniforms and personal protective equipment listed below shall be purchased and maintained by the employee:

(a) Dress Uniforms, Blouse, pants, shirts, caps, shoes, socks, tie, etc.

(b). Work Uniforms, jackets, pants, shirts, caps, shoes, gloves, etc.

(c). Protective gear - helmets, rubber boots, rubber coats, etc.

Section 2. All uniforms shall comply with the requirements set forth by the Employer.

Section 3. Wearing of Uniforms. The work uniform shall be worn at all times in the prescribed manner, while the employee is on duty. The dress uniform shall be worn on all details, for parades, funerals, etc. It shall not be essential to wear the dress uniform coming to or going from the assigned firehouse when reporting for or being relieved from duty.

ARTICLE XVI - RIOTS AND POLICE DUTIES

Section 1. The employee shall not be required to perform any Police duties.

Section 2. The Employer shall not require any employee to use hose streams or any other method, or take part actively in the quelling of any riots, unless sufficient police protection is afforded.

ARTICLE XVII - MUTUAL AID

Section 1. The Employer shall see that employees who are either injured or killed while rendering mutual aid to a neighboring community are fully covered by insurance and pensions.

Section 2. The Employer shall not require employees to render mutual aid to any Municipality which is engaged in a labor dispute with a sister local.

ARTICLE XVIII - MEDICAL SURGICAL PLAN

The Employer agrees to provide at its expense, Blue Cross and Blue Shield coverage, including Rider "J", for all employees and their dependents.

ARTICLE XIX - VACANCIES

Section 1. Promotions. In the event of vacancies in the ranks of Chief, Deputy Chief and captain, due to retirement, death, firing or voluntary quitting, such vacancies shall be filled within thirty (30) days of the effective date from existing Civil Service lists.

Section 2. Appointments. All vacancies in the rank of fireman shall be filled as per above.

Section 3. If no civil service list for the rank vacated exists, a test will be called for within the prescribed thirty (30) days.

ARTICLE XX - PENSIONS

The Employer will provide Pensions for the covered employees in accordance with all State Laws.

ARTICLE XXI - LONGEVITY

Section 1. The longevity plan shall be as follows:

3-5 years service	-	No credit
5-10 years service	-	2% of base pay
10-15 years service	-	4% of base pay
15-20 years service	-	6% of base pay
20-25 years service	-	8% of base pay
25- years service	-	10% of base pay
		NOT TO EXCEED 10%

Section 2. Employees whose anniversary date falls between January 1 and June 30 shall be paid as of July 1. Employees whose anniversary date falls between July and Dec. 31, shall be paid as of January 1.

Section 3. This longevity shall be paid weekly as part of the employee's salary.

ARTICLE XXII - WAGES

Section 1.

<u>Rank</u>	<u>Effective Date</u>	<u>Base pay</u>
Chief	1-1-68	\$13,200
	1-1-69	14,520
Deputy Chief	1-1-68	10,615
	1-1-69	11,677

<u>Rate</u>	<u>Effective Date</u>	<u>Base pay</u>
Captain	1-1-68	\$8,855
	1-1-69	9,741

		<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Firemen	1-1-68	\$6,765	\$7,205	\$7,535
	1-1-69	7,542	7,926	8,289

ARTICLE XXIII - SANITARY CONDITIONS

Section 1. All sanitary facilities in Firehouses such as toilets, showers, wash basins, etc. shall be kept in good working order.

Section 2. The Employer agrees to provide the following furnishings and replace such furnishings when deemed essential: lockers, beds, and bedding for each employee. An adequate amount of chairs, tables and lunch facilities.

(a). Bedding shall be cleaned every two (2) weeks.

(b). Mattresses and pillows shall be replaced as the wear deems necessary.

Section 3. Employees shall be responsible for the maintenance and preservation of all furnishings provided.

ARTICLE XXIV - TERMINATION CLAUSE

Section 1. Duration. This Agreement shall be in full force and effect from January 1, 1968 to and including December 1969.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 196__.

For the Employer

For the Union