

THIS AGREEMENT, made and entered into this            day of  
Anno Domini One Thousand Nine Hundred and Seventy-five, by and be-  
tween the CITY OF PLEASANTVILLE, a municipal corporation in the  
County of Atlantic and of the State of New Jersey, hereinafter re-  
ferred to as "EMPLOYER", and LOCAL NO. 48, of the FIREMEN'S MUTUAL  
BENEVOLENT ASSOCIATION, hereinafter referred to as "LOCAL".

WITNESSETH:

WHEREAS, the parties hereto believe that the best interests of  
the people of Pleasantville are served by the prevention or prompt  
settlement of labor disputes between the Employer and the Local;  
that strikes, lockouts, work stoppages and other forms of employer  
and employee strife, regardless where the merits of the controversy  
lie, are forces productive, ultimately, of economic and public waste;

WHEREAS, the interests and rights of the consumers and the people  
of Pleasantville, while not direct parties thereto, should always be  
considered, respected and protected, and that voluntary mediation of  
such public employer-employee disputes, under the guidelines and super-  
vision of a governmental agency, will tend to promote permanent em-  
ployer-employee peace and the health, welfare, comfort and safety of  
the people of this City, and

WHEREAS, the parties hereto desire to provide an orderly and  
peaceful means of conducting negotiations and resolving any misunder-  
standings or grievances, and to set forth, herein, the basic and full  
agreement between the parties, covering rates of pay, hours of work,  
and other terms and conditions of employment, which agreement is made  
to effectuate the policy and provisions of Chapter 303 of the 1968  
Laws of New Jersey, R.S. 34:13A-5.1 et seq;

NOW, THEREFORE, in consideration of the mutual covenants herein  
contained, the parties hereto agree as follows:

ARTICLE I - RECOGNITION

Section 1. The Employer hereby recognizes the Local as the ex-  
clusive and sole bargaining agent and representative for the bargain-  
ing unit, consisting of uniformed paid fire personnel in the Fire  
Department of the City of Pleasantville, for the purpose of bargaining

Article I - Recognition, Section 1 continued:

with respect to salaries, wages, hours of work, safety and working conditions. This recognition shall not include the Chief, nor shall this representation be interpreted as having the effect of, or in any way abrogating the rights of employees as established under the Laws of 1968 - Chapter 303.

Section 2. Areas of Negotiations

The Employer and Local hereby agree that the Local has the right to negotiate as to rate of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustment of disputes and grievances, and all other matters as pertain to this agreement.

ARTICLE II - MAINTENANCE OF STANDARDS  
AND CONTINUATION OF BENEFITS

Section 1. The Employer agrees that all valid and subsisting conditions of employment, relating to wages, hours of work, overtime and general working conditions presently in effect for the firemen covered herein, shall continue in full force and effect, except as may be improved by the provisions herein. It is specifically understood and agreed that all conditions not covered under this agreement shall continue to be governed, controlled and interpreted by reference to the City of Pleasantville's Revised Ordinances (Employer's Chapter); Rules and Regulations of the Fire Department of the City of Pleasantville. Any and all present benefits which are enjoyed by employees covered by this agreement, that have not been included in this contract, shall be continued.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1. The purpose of the grievance procedure shall be to settle all grievances between Employer and its Employees as quickly as possible, so as to assure and insure efficiency and promote employee morale. The term "grievance" is any dispute between the parties concerning the applications or interpretations of this agreement or any complaint by "Firemen" or a member of that Department as to any action or non-action which violates any right arising out of his employment. The Employer shall not discipline any fireman without just cause.

Article III - Grievance Procedure, continued:

Section 2. Any grievance or dispute that might arise between the parties will be settled in the following manner:

Step 1. All grievances by firemen, and responses to the same, shall be in writing. The Local shall appoint a Grievance Committee, hereinafter referred to as the "Committee", and the Committee shall receive, screen and process all grievances within five (5) working days of receipt. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the Local.

Step 2. The Committee shall, within five (5) working days after screening, submit grievances to the Councilmanic Chairman of the Fire Committee of City Council, or to such other individual that may be otherwise designated by City Council.

Step 3. In the event that grievance is not resolved at Step 2, or within thirty (30) days, either party may refer the matter for impartial arbitration. Any party wishing to move a grievance to arbitration, shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the City and the Grievance Committee. If the Employer and the Grievance Committee cannot mutually arrive at a satisfactory arbitrator within thirty (30) calendar days after the receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this agreement and such rules and regulations as may be in effect by the Public Employment Relations Commission by the State of New Jersey which might be pertinent, and he shall render his award, in writing, which shall be final and binding. All costs of arbitration shall be shared equally by the Employer and the Local. Any stewards or officers of the Local required in the grievance procedure to settle disputes on any arbitration, shall be released from work without loss of pay for such purpose and any witness who is an employee of the Fire Department, reasonably required, shall be made available during working hours, without loss of pay, for the purpose of disposing of any grievance or arbitration matter.

Article III - Grievance Procedure, continued:

Section 3. Extensions and Modifications

Time extensions may be mutually agreed to between the Employer and the Grievance Committee.

ARTICLE IV - NON-DISCRIMINATION

The Employer and the Firemen both recognize that there shall be no discrimination or favoritism for reasons of age, sex, nationality, creed, race, religion, marital status, or political affiliation as far as employment is concerned, or as far as any opportunity for improvement or job, or as a condition of employment. The Employer further agrees that it will not interfere with, nor discriminate against firemen or members thereof because of membership in, or legitimate activity on behalf of the Local, nor will the Employer encourage membership in any other association or union or do anything to interfere with the representation of the Local through the majority representative as the exclusive bargaining unit of uniformed paid firemen.

ARTICLE V - HOLIDAYS

Holidays shall be given to said Firemen working on holidays at a rate of eight (8) hours pay, based on a forty (40) hour work-week. Holidays shall include all twelve (12) Legal Holidays and any such Holidays that are declared Legal Holidays by the Mayor or Council.

ARTICLE VI - VACATIONS

Vacations shall be a total of thirty (30) calendar days after one (1) year of service; Recruit Firemen, in first year of service, up to discretion of Chief.

ARTICLE VII - LEAVES

Section 1. Sick Leave

Sick leave shall be provided, allocated, calculated, utilized and accumulated in accordance with the provisions of Revised Ordinances of Pleasantville, Article 29, Sections 2-81, 83, 84 to 89 inclusive.

Section 2. Funeral Leave

(a) Special leave of absence, with pay to a maximum of three (3) days shall be granted to any member of the Fire Department in case of death within his immediate family.

Article VII - Leaves, Section 2, Funeral Leave continued:

(b) The term "immediate family" shall include only Father, Mother, Father-in-Law, Mother-in-Law, Grandparents, Sister, Brother, Spouse or Child.

(c) The special leave period shall commence immediately following the death of such persons and is for the sole purpose of arranging and attending funeral services; such special leave may be extended, without pay, at the discretion of the Chief of the Fire Department; the foregoing shall not constitute sick leave and shall not be deducted from annual sick leave.

Section 3. Disability Leave

When an employee is injured on duty, he is to receive Workmen's Compensation due him, plus the difference between the amount received as compensation to him and his salary during the period of temporary disability only.

Section 4. Military Leave

(a) Any firefighter called into the Armed Forces of the United States, during a national emergency or drafted, shall be given all the protection of applicable laws and appropriate leave of absence shall be granted to such employee.

(b) Firefighters who are presently subject to existing mandatory Reserve requirements of the United States Armed Forces or Reserve (annual active duty for training) shall be covered by the Military Compensation Agreement attached hereto and shall be given time off for such obligations in accordance with present practices.

Section 5. Leave for FMBA State Meetings

The Executive Delegate of the Local No. 48 of FMBA shall be granted leave from duty with full pay for all stated meetings of the FMBA State Association when such stated meetings take place at a time when such officers are scheduled to be on duty, providing the subject delegates give reasonable notice to the Fire Chief to secure a replacement fireman.

ARTICLE VIII - PARITY

The Employer agrees to maintain parity between Firemen and Policemen among ranks with regard to the base salary schedule.

ARTICLE IX - LONGEVITY

Longevity shall remain as it is at present, viz: 2% of employee's base pay for each five (5) years of service, to a maximum of 8% which is attained after completion of twenty (20) years of service.

ARTICLE X - INSURANCE  
HEALTH AND MEDICAL BENEFITS

Section 1. The Employer shall continue to provide Employee with the State Employees' Health and Medical Plan of New Jersey, including Major Medical Insurance and Rider "J", upon hiring, and shall provide the above coverage for his family (spouse and children). The Employer shall have the right to change insurance carrier, so long as comparable benefits are provided.

Section 2. The Employer shall provide the Employee with false arrest insurance as presently in effect.

Section 3. The Employer shall provide insurance coverage on Employees in their personal vehicles when said vehicles are used in the course and scope of their employment.

Section 4. The Employer shall supply all members of the bargaining unit legal aid as provided by R.S. 40A:14-28, as amended.

ARTICLE XI - TERMINATION

Employees who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at a rate of nine (9) calendar days for each calendar year of service, but, in no event, to exceed 180 days.

ARTICLE XII - CLOTHING ALLOWANCE

All firefighters covered under this agreement shall receive an annual allowance for maintenance and replacement of uniforms, which shall be payable on the first pay period in April of each year. The allowance for 1975 is \$100.00; the allowance for 1976 is \$150.00.

#### ARTICLE VIII - NOTIFICATION

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Local before new rules are established. In the event the parties hereto cannot agree, the dispute shall be submitted to binding arbitration.

#### ARTICLE XIV - SCHOOL ALLOWANCE

All firefighters shall be compensated for attending a fire-related school or course, which attendance is approved by the Fire Chief. Employer also agrees to compensate a firefighter for use of personal vehicle in attendance at school at a rate of twelve cents (12¢) per mile.

#### ARTICLE XV - MANAGEMENT RIGHTS

The Employer hereby retains and reserves unto itself, 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 foregoing, the following rights:

1. To the executive management and administrative control of the City Government and its properties and facilities and the activities of its employees;
2. To hire all employees, subject to the provisions of the 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 the good and just cause, in accordance with the Law.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices, in furtherance thereof, and the use of judgment and discretion in any 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 are in conformance with the Constitution and Laws of the State of New Jersey and the United States. The practical impact of the decisions

Article XV - Management Rights, Section 2, continued:

on the above matters are subject to the grievance machinery of this agreement.

ARTICLE XVI - NO STRIKES

Section 1. The Local agrees that, during the term of this agreement, neither the Local nor anyone acting in its behalf will cause, authorize or support, nor will any of the Local's members take part in any strike (ie. the concerted failure to report for duty, or stoppage of work or abstinence, in whole or in part, from the faithful and proper performance of the employee's duties or employment, work stoppage, walk-out, or other job action against the City of Pleasantville. The Local agrees that such action would constitute a material breach of this agreement.

Section 2. In the event of a strike, slow-down or walk-out, it is covenanted and agreed that participation in any such activity, by any Fireman covered by this agreement, shall be deemed grounds for termination of employment of such employee, subject, however, to the application of the grievance procedure contained elsewhere in this agreement.

Section 3. The Local will actively discourage and will take whatever affirmative steps that are necessary to prevent or terminate any strike, work stoppage, slow-down, walk-out or other job action against the City.

Section 4. Nothing in this agreement shall be constructed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in Law or in Court for injunction or damages, or both, in the event of such breach by the Local or its members.

ARTICLE XVII - WAGES

The salary for firemen shall be as follows:

	Retroactive to 1/1/75	Retroactive to 4/1/75	Effective 1/1/76
Firefighter (during 1st year)	\$ 8,525	\$ 8,725	\$ 9,423
Firefighter (after 1st year)	9,500	9,700	10,476
Firefighter (after 2nd year)	10,000	10,200	11,016



Article XVII - Wages, continued:

	Retroactive to 1/1/75	Retroactive to 4/1/75	Effective 1/1/76
Firefighter (after 3rd year)	\$ 10,850	\$ 11,050	\$ 11,934
Lieutenant	11,250	11,450	12,366
Captain	11,550	11,750	12,690
Deputy Chief	11,850	12,050	13,014

ARTICLE XVIII - REGULAR  
HOURS OF WORK - OVERTIME

The regular work period for firefighters shall be four weeks. The regular hours of work during four-week period shall not exceed 240 hours. All hours worked in excess of 240 hours in the regular four-week work period shall be compensated at 1½ times the regular hourly rate. This clause is subject to renegotiation in the event of changes in State or Federal Laws or Court Decisions governing the hours of work for Fire Department personnel.

ARTICLE XIX  
BARGAINED PROVISIONS

Section 1. 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 on negotiations.

Section 2. 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 and signed this agreement.

ARTICLE XX - DURATION  
AND TERMINATION

Section 1. This agreement shall remain in full force and effect from the first day of January, 1975 until midnight of December 31st, 1976.

Section 2. Thereafter, it shall automatically be renewed from year to year, unless either party hereto shall notify the other, in writing, sixty (60) days prior to the expiration date, that it desires to modify said agreement.

IN WITNESS WHEREOF, the City of Pleasantville has caused these presents to be signed by its Mayor, attested by its City

Clerk and its Corporate Seal to be hereto affixed, and the Firemen's Mutual Benevolent Association has caused these presents to be signed by its President, attested by its Secretary and its Corporate Seal to be hereto affixed, the day and year first above written.

CITY OF PLEASANTVILLE

By:

ATTEST:

\_\_\_\_\_  
ROBERT C. JOHNSON  
Mayor

\_\_\_\_\_  
EDWARD M. VALLEAU  
City Clerk

FIREMEN'S MUTUAL BENEVOLENT ASSOC.  
By:

ATTEST:

\_\_\_\_\_  
HORACE M. CONNELLY  
President

\_\_\_\_\_  
LE ROY J. BORDEN  
Secretary