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A G R E E M E N T

Between

CITY OF BAYONNE

And

BAYONNE FIRE SUPERIORS ASSOCIATION

1975 - 1976

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PREAMBLE

This agreement, effective this 8th day of December, 1975, by and between the City of Bayonne, hereinafter referred to as the "City" or "Employer" and the Bayonne Fire Superiors Association holding the rank of Captain (excluding the Drill Master), and above the rank of fire fighter, is designed to maintain and to promote a harmonious relationship between the City of Bayonne and such of its employees who are within the provisions of this agreement, through collective negotiations, in order that a more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION AND AREAS OF NEGOTIATIONS

Section 1. Recognition. The City hereby recognizes the Bayonne Fire Superiors Association as the exclusive representative and bargaining unit, consisting of the rank of Captain (excluding the Drill Master) and above the rank of firefighter, within the Bayonne Fire Department.

Section 2. Areas of Negotiations. This agreement, subject to statutory provisions, shall govern all wages, hours, fringe benefits and other conditions of employment hereafter set forth. It will govern the procedures for adjustments and grievances, and all other related matters.

ARTICLE II

HOURS OF WORK AND OVERTIME

Section 1. Other than those employees of the Fire Department assigned to administrative or specialized duties as designated by the Chief of the Fire Department, all members of the Bayonne Fire Superiors Association shall except in the case of emergency as shall be determined by the Chief of the Fire Department, work a schedule of two 10 hour day shifts followed by 48 hours off, and then to be followed by two 14 hour night shifts, followed by 72 hours off. This schedule shall be accomplished in periods of 8 day rotating cycles and shall, over a period of 8 weeks, average 42 hours per week per member of the Bayonne Fire Superiors Association as aforesaid.

Section 2. Overtime

(a) Whenever a member of the Bayonne Fire Superiors Association works in excess of his regularly scheduled work week or work schedule as provided for in Article II, Section 1, he shall receive compensation at straight time, or compensation time by mutual consent. If time off is not agreed to, then the Bayonne Fire Superiors Association member shall receive pay in lieu thereof. Overtime pay occurs only when a Bayonne Fire Superiors Association member is held over the normal work shift. If 1/2 hour or less, no pay; if more than a half hour, pay will be hour for hour or portion thereof, including the first half hour. Example: From 6:00 to 6:30 no pay, from 6:00 to 6:31 one hour's pay.

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- (b) On recall there will be a minimum of four hours at straight pay. If held for more than four hours, pay will be as stated in Article II, Section 2, part (a).
- (c) Recall will be from the next due in shift, and will be from a list of companies. The Deputy Chief in charge of that group will maintain and follow or will see to it that such a list is maintained and followed.

ARTICLE III

VACATION

Section 1. Standards. Vacations in the Fire Department run from January 1 through to December 28 in each year. There are four groups or shifts within the Fire Department. All members receive 30 calendar days vacation, and also receive 12 calendar days in lieu of 7 paid holidays. The 12 and 30 days are combined in the vacation period totaling 42 days. During January, February, March, April, May, October, November and December the members receives 28 calendar days starting the 1st of the above months through the 28th of that month. The summer vacation runs from the 1st Saturday in June for a period of 14 calendar days and so on through the summer vacation period.

Section 2. Holidays. All officers shall, during the calendar year of their appointment, be entitled to days off numbering 1 (one) vacation day for each month after the month of their appointment, to the end of the calendar year. And 1 (one) day in lieu of paid holidays for each month after the month of their appointment, to the end of the calendar year. In the

following calendar year, the fireman shall be entitled to the full vacation of 30 (thirty) calendar days plus the 12 (twelve) calendar days in lieu of 7 (seven) paid holidays.

Section 3. Allowance in Lieu of Vacation. Whenever any officer dies having to his credit any annual vacation leave properly accumulated, these shall be calculated and paid to his estate a sum of money equal to the compensation which would have been received by the officer during such period of vacation leave had the officer lived. No vacation leave will be granted to those on extended sick leave.

Section 4. Terminal Leave. Fire Superior Officers who retire shall receive thirty (30) days terminal leave immediately prior to retirement. Added to such leave shall be all accumulated vacation time due the retiring Fire Superior Officer.

Section 5. Effective January 1, 1976, subject to the needs of the Department and the direction of the Chief of the Fire Department, Superior Officers will receive the following number of personal days per calendar year according to their respective rank:

<u>Title</u>	<u>Personal Days</u>	
Maintenance Repairer U.F.D.	1	These days are non-cumulative and must be taken during each calendar year.
Mech. Repairer U.F.D.	1	
Fire Captains	2	

ARTICLE IV

LEAVES OF ABSENCE

Section 1. Leave Without Pay. Any Superior Officer may be granted, with the approval of the Director or the Chief, leave of short duration without pay provided he shall make such request to the Chief at least 96 (ninety-six) hours in advance of the day or dates for which such leave is desired, with an accurate statement for such request. In the event of an emergency, only reasonable notice for such request shall be required.

Section 2. Military Leave. According to the Civil Service Rules revised edition April 1971, Rule 4:1-17-3 or as prescribed by law.

Section 3. Special Leave. No Superior Officer shall be permitted to exchange a tour of duty or portion thereof with another member, without the written approval of the Chief of the Fire Department. Application of such permission to voluntarily exchange tours of duty must be based on good and sufficient reason. No application shall be forwarded for permission to exchange more than one tour of duty at any one time.

Section 4. Sick Leave. Whenever a Superior Officer is absent due to sickness for more than two (2) working days, a doctor's certificate will be required. Any Superior Officer absent one month due to sickness shall be subject to physical examination by the Doctor assigned by the Fire Chief. Said report is to be forwarded to the Director of Public Safety for review and consideration as to fitness to work. Superior Officers are subject to physical examination by the Department Doctor at any time after an absence due to sickness.

Section 5. Funeral Leave. Special leave will be granted to a member in case of death of his wife, child, parent, brother or sister. Members so excused shall report for duty at their next regularly scheduled tour of duty after the date of the funeral.

ARTICLE V

WAGES

Section 1. The parties hereto have negotiated the following annual increases to their base salaries covering the positions and periods of time set forth herein as follows:

<u>Title</u>	<u>January 1, 1976</u>	<u>July 1, 1976</u>
Maintenance Repairer U.F.D.	\$1,100.00	\$300.00
Mech. Repairer U.F.D.	1,100.00	300.00
Fire Captain	1,150.00	350.00

Section 2. Effective January 1, 1976, the City will assume the cost of 50% of the employees' existing hospitalization insurance coverage for dependents.

Effective December 31, 1976, the City will assume the cost of 100% of the employees' existing hospitalization insurance coverage for dependents.

In the event the City of Bayonne increases its monetary offer for the calendar years 1975 and 1976, to either P.B.A. Local 80 or FMBA Local 11, a similar adjustment will be granted to those employees covered under this contract.

Section 3. Increments. All Superior Officers with at least 5 (five) years service shall, in addition to the salary set forth in Article V, Section 1, receive additional salary payments as follows, on the dates indicated below:

- (a) All superior officers who have been employed for a period of at least five years shall receive an additional 2% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the fifth anniversary of said member's employment.
- (b) All superior officers who have been employed for a period of at least ten years shall receive an additional 4% of their base pay, as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the tenth anniversary of said member's employment.
- (c) All superior officers who have been employed for a period of at least fifteen years shall receive an additional 6% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the fifteenth anniversary of said member's employment.
- (d) All superior officers who have been employed for a period of at least twenty years shall receive an additional 8% of their base pay as a longevity salary increment. The payment of said increment shall commence

on the first day of the first payroll period following the twentieth anniversary of said member's employment.

- (e) All superior officers who have been employed for a period of at least twenty-five years shall receive an additional 10% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the twenty-fifth anniversary of said member's employment.

Section 4. Clothing Allowance. The superior officers shall in addition to their salaries, be paid the sum of \$250.00 (two hundred-fifty) per year as an allowance for the purchase, care, and replacement of uniforms. The said sum shall be paid in two installments to such members or retired members, who have been in the position mentioned above during the six month period immediately preceding the dates when payment shall come due. The sum of \$125.00 shall come due and payable on the first day of July, and the sum of \$125.00 shall come due and payable on the twenty-second day of December, in each year. For the purpose of this section the six month period prior to the first day of July shall be deemed to commence on the first day of January and the six month period prior to the twenty-second day of December shall be deemed to commence on the first day of July. Said payments shall be made for the calendar year of 1973 and each calendar year thereafter.

ARTICLE VI

INSURANCE

Section 1. Accidental Death Insurance and Dismemberment. All employees shall receive the following city-wide group insurance coverage and benefits now subscribed for as follows:

- (a) City-wide group straight life insurance of \$2,000.00, except for those members 65 years or older whose coverage shall be \$1,000.00

City-wide group accidental death and dismemberment insurance of \$2,000.00, except for those member 65 years or older whose coverage shall be \$1,000.00.

- (b) The City agrees to provide, at no cost to the employee, city-wide group Blue Cross and Blue Shield coverage including Rider "J" for such employees and presently subscribed for as defined under the respective city-wide group policies for insurance.
- (c) The City also agrees to provide non-contributory City-wide group Major Medical expense insurance as presently subscribed for to said employees with a lifetime maximum benefit of \$100,000.00

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1. No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any other matter except for just cause. If any employee is disciplined and in the judgment of the Bayonne

Fire Superiors Association that such action was taken by the City without just cause, or if a dispute arises concerning an employee(s) wages, hour or conditions of employment, which wages, hour and conditions are controlled by this agreement, or which are provided for in any statute, ordinance, rule or regulation of the Fire Department, adjustments shall be sought by the Bayonne Fire Superiors Association as follows:

a. The Bayonne Fire Superiors Association shall submit such grievance in writing to the Deputy Chief of the Fire Department within ten days of the occurrence or event giving rise to the grievance. Within five days after said Deputy Chief shall arrange to meet with the representatives of the Unit for the purpose of adjusting or resolving such grievance.

b. If such grievance is not resolved to the satisfaction of the Bayonne Fire Superiors Association by the Deputy Chief within five days after such meeting, the Bayonne Fire Superiors Association may present such grievance in writing within seven days thereafter to the Chief. Within seven days after the Chief receives such grievance, the Chief shall arrange to meet with the representatives of the Bayonne Fire Superiors Association for the purpose of adjusting or resolving such grievance.

c. If such grievance is not resolved to the satisfaction of the Bayonne Fire Superiors Association by the Chief within five days after such meeting, the Bayonne Fire Superiors Association may present such grievance in writing within seven days thereafter to the Director of Public Safety. Within seven days after the Director receives such grievance, the Director

shall arrange to meet with the representatives of the Bayonne Fire Superiors Association for the purpose of adjusting or resolving such grievance.

d. If such grievance is not resolved to the satisfaction of the Bayonne Fire Superiors Association by the Director within five days after such meeting, the Bayonne Fire Superiors Association may present such grievance in writing within seven days thereafter to an arbitrator agreed upon by the parties. The cost of arbitration shall be borne by the City and the Bayonne Fire Superiors Association equally.

e. In a dispute involving a disciplinary action, the Civil Service Commission or the arbitrator so selected shall have the power to uphold the action of the City or to rescind or modify such action, and such power shall include but shall not be limited to the right to reinstate a suspended or discharged employee with full back pay, less any income he might have earned during such suspension.

f. The time limits specified in the preceding sections of this article shall not include Saturdays, Sundays or holidays and such limits may be extended by mutual agreement of all parties. The steps provided for herein may be waived by mutual agreement of all parties.

g. If a grievance is not submitted within the prescribed time limits as herein before provided, including the provisions for time limit extensions, it shall be deemed settled. If the City fails to meet and/or answer any grievance within the prescribed time limits as herein before mentioned, including

the provisions for time limit extensions, such grievance may be processed to the next step.

Section 2. The decision of the arbitrator shall be final and binding on the City, the Bayonne Fire Superiors Association and the employee or employees involved, except in matters involving interpretation of our State statutes or decision of our State courts.

Nothing contained herein shall be construed to deny any individual member his right to appeal under Civil Service rules or regulations, except if he should elect to pursue the arbitration procedure as provided for in this agreement. An employee must elect to pursue his remedy either through the Civil Service Commission or by arbitration as he is not entitled to pursue both remedies.

ARTICLE VIII

MANAGEMENT RIGHTS

It is understood and agreed that the City possesses the sole and exclusive right to conduct the Fire Department's operations, to manage and direct the affairs of the Fire Department, to fulfill its lawful obligations and that all management rights repose in it. The Fire Department shall have control of its operations and shall not be interfered with by the Bayonne Fire Superiors Association in the operations of requirements of its facilities, including but not limited to the present practices related to fire fighting, fire prevention, fire watch, rescue, ambulance service, funeral and parade detail, training and drilling, salvage,

overhaul work, care and maintenance of fire fighting equipment and apparatus, touch-up, paint and maintenance of the quarters in a clean, safe and sanitary manner.

It is further agreed and understood that all rights of management are retained by the City and the Fire Department unless otherwise specifically restricted by this Agreement. This right shall include but shall not be limited to, the right to:

- (a) Direct the employees;
- (b) Hire, promote, transfer, assign and detail;
- (c) Suspend, demote, discharge, or take other disciplinary action for good and just cause.

ARTICLE IX

RULES AND REGULATIONS

The City may establish and enforce reasonable and just rules and regulations in connection with its operation of the Fire Department and maintenance of discipline.

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 instructions as a grievance which shall be handled in accordance with the grievance procedure set forth in 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 X

RESPONSIBILITIES OF PARTIES TO THIS AGREEMENT

Section 1. It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be and that the Bayonne Fire Superiors Association, its officers, members, agents, or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism, picketing, demonstrations, or other similar action which would involve suspension of or interference with normal work performance.

Section 2. The City shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown, picketing demonstrations, or other such interference.

ARTICLE XI

ALL INCLUSIVE CONTRACT

This Agreement, in its entirety, contains all the benefits employees are entitled to, notwithstanding the established past practices in existence prior to this Contract.

ARTICLE XII

SAVINGS CLAUSE

Should any part of any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or any decree of court of competent jurisdiction, such invalidation of such part or portion thereof, shall not invalidate the remaining portion of this agreement.

ARTICLE XIII

DURATION

This agreement shall extend through December 31, 1976. Either party wishing to terminate, amend or modify such agreement must so notify the other party in writing sixty days prior to such expiration date. Within fifteen days of the receipt of the notification by either party a conference shall be held between the City and the Unit's negotiating committee for the purpose of such amendment, modification or termination of said agreement.

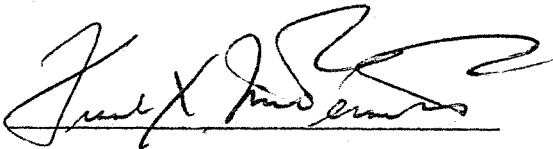
In the event neither part serves such written notice of desire or intention to terminate, amend or modify this Agreement on or before the aforementioned sixty days prior to expiration of this Agreement, then the duration of this Agreement shall continue for one additional year.

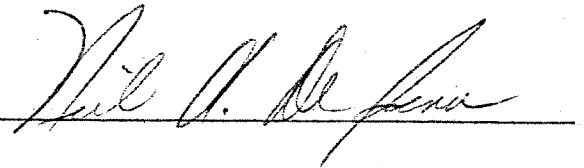
The provisions of this Agreement requiring payment of any sum of money are subject to approval by the Municipal Council by ordinance. This Agreement is further subject to appropriations being available for any of the purposes hereinabove mentioned, and if not available, the City agrees to exert its bona fide and lawful efforts to obtain such appropriations. The parties agree that the payment of new benefits or additional benefits will not commence until the date of ratification by the employees. This agreement is also subject to the provisions of any state law court decisions, statutes, civil service rules and regulations which shall prevail.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their duly authorized officers this 8th day of Dec. , 1975.

Attest:

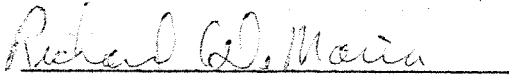
CITY OF BAYONNE

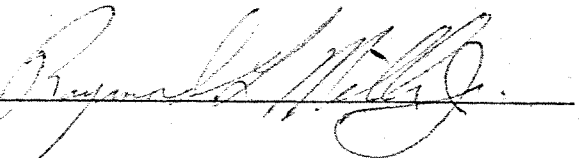


By: 

Attest:

FIRE SUPERIORS ASSOCIATION



By: 

A G R E E M E N T

Between

CITY OF BAYONNE

And

BAYONNE FIRE SUPERIORS ASSOCIATION

Hudson County

1977

missing pages

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PREAMBLE

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ARTICLE I

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Section 2. Areas of Negotiations. This Agreement, subject to statutory provisions, shall govern all wages, hours, fringe benefits and other conditions of employment hereafter set forth. It will govern the procedures for adjustments and grievances, and all other related matters.

ARTICLE II

HOURS OF WORK AND OVERTIME

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Section 2. Overtime

(a) Whenever a member of the Bayonne Fire Superiors Association works in excess of his regularly scheduled work week or work schedule as provided for in Article II, Section 1, he shall receive a compensation at time and a half (1 1/2x), or compensation time by mutual consent. If time off is not agreed to, then the Bayonne Fire Superiors Association member shall receive pay in lieu thereof. Overtime pay occurs only when a Bayonne Fire Superiors Association member is held over the normal work shift. If 1/2 hour or less, no pay; if more than a half hour, pay will be hour for hour or portion thereof, including the first half hour. Example: From 6:00 to 6:30 no pay, from 6:00 to 6:31 one hour's overtime pay.

- 00 KLIM
- (b) On recall there will be a minimum of four hours at straight pay. If held for more than four hours, pay will be as stated in Article II, Section 2, part (a).
 - (c) Recall will be from the next due in shift, and will be from a list of companies. The Deputy Chief in charge of that group will maintain and follow or will see to it that such a list is maintained and followed.
 - (d) On recall, a Captain of the company will be called first, and it will be his responsibility to notify the firemen about the recall.

ARTICLE III

VACATION

Section 1. Standards. A new vacation schedule will become effective January 1, 1978 as agreed upon by the City, FMBA and the Fire Superior Officers. A copy of said agreement is attached hereto as Schedule A.

Section 2. Vacation pick by Seniority. Seniority within the group must prevail on pick of vacation.

Section 3. Allowance in Lieu of Vacation. Whenever any officer dies having to his credit any annual vacation leave properly accumulated, these shall be calculated and paid to his estate a sum of money equal to the compensation which would have been received by the officer during such period of vacation leave had the officer lived. No vacation leave will be granted to those on extended sick leave.

Section 4. Terminal Leave. Fire Superior Officers who retire shall receive thirty (30) days terminal leave immediately prior to retirement. Added to such leave shall be all accumulated vacation time due the retiring Fire Superior Officer.

Section 5. Subject to the needs of the Department and the direction of the Chief of the Fire Department, Superior Officers will receive the following number of personal days per calendar year according to their respective rank:

<u>Title</u>	<u>Personal Days</u>	
Maintenance Repairer U.F.D.	1	These days are non-cumulative and must be taken during each calendar year.
Mech. Repairer U.F.D.	1	
Fire Captains	2	

ARTICLE IV

LEAVES OF ABSENCE

Section 1. Leaves Without Pay. Any Superior Officer may be granted with the approval of the Director or the Chief, leave short duration without pay provided he shall make such request to the Chief at least 96 (ninety-six) hours in advance of the day or dates for which such leave is desired, with an accurate statement for such request. In the event of any emergency, only reasonable notice for such request shall be required.

Section 2. Military Leave. According to the Civil Service Rules revised edition April 1971, Rule 4:1-17-3 or as prescribed by law.

Section 3. Special Leave. No Superior Officer shall be permitted to exchange a tour of duty or portion thereof with another member, without the written approval of the Chief of the Fire Department. Application of such permission to voluntarily exchange tours of duty must be based on good and sufficient reason. No application shall be forwarded for permission to exchange more than one tour of duty at any one time.

Section 4. Sick Leave. Whenever a Superior Officer is absent due to sickness for more than two (2) working days, a doctor's certificate can be required. A doctor's certificate is required for frequent and habitual absence from duty and when, in the judgment of the Chief of the Department, there is reasonable cause for requiring a doctor's certificate. Any Superior Officer absent one month due to sickness shall be subject to physical examination by the Doctor assigned by the Fire Chief. Said report is to be forwarded to the Director of Public Safety for review and consideration as to fitness to work. Superior Officers are subject to physical examination by the Department Doctor at any time after an absence due to sickness.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their duly authorized officers this day of October, 1977.

BAYONNE POLICE SUPERIORS
ASSOCIATION

Jane Hill
Edward Selga

CITY OF BAYONNE

Neil P. McPhee
James P. ...

Law Offices
ERNE & McDERMOTT
GENERAL COUNSEL
100 ...
HARRISON, N.J.