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CITY of Northfield  
Firemen's Mutual  
Beneficial Association  
LOCAL NO. 61

A G R E E M E N T

AGREEMENT dated the 1 day of January, 1973

by and between the CITY OF NORTHFIELD, a municipal corporation of the State of New Jersey, hereinafter referred to as the "City", and the FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 61, hereinafter referred to as the "FMBA #61".

ARTICLE I - PURPOSE

This agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J. Rev. Stat. 34:13 A-5.1 et. seq.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation, and understanding between the "City" and "Firemen"; to prescribe the rights and duties of the "City" and "Firemen"; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interests of the people of the City of Northfield and its "Firemen" and the "City".

ARTICLE II - RECOGNITION AND AREAS OF NEGOTIATIONS

A. Recognition

The "City" hereby recognizes the "FMBA" as the exclusive representative and bargaining agent for the bargaining unit, consisting of uniformed paid fire personnel within the city's Fire Department. Excluding chief, deputy chief, supervisors as defined in the act and all other employees.

B. Areas of Negotiation

The Mayor, Council and the FMBA hereby agree that the FMBA has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedure for adjustment of disputes and grievances, and all other related matters as pertain to this agreement.

ARTICLE III - GRIEVANCE PROCEDURE

Definition - A grievance is any dispute between the parties concerning the applications or interpretations of this agreement or any complaint by "Firemen" or a member thereof as to any action or non-action which violates any right arising out of his or their employment. The "City" shall not discipline any "Firemen" without just cause.

Step 1. All grievances by "Firemen" and responses to same by the "City" shall be in writing. "FMBA #61" shall appoint an Association Grievance Committee hereinafter referred to as the "Committee", and the "Committee" shall receive, screen, and process all grievances within five days of receipt. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the "FMBA #61".

Step 2. The "Committee" shall, within five days after screening, submit grievances to the Northfield City ~~Fire~~ <sup>Fire</sup> ~~Commissioner~~ <sup>Commissioner</sup> resolution or a city designee. *Chairman*

Step 3. Arbitration

*cc/*  
*Second*  
In the event the grievance is not resolved at the ~~third~~ <sup>second</sup> step, 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 "Committee". If the "City" and the "Committee" cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after 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. The cost of the arbitrator's fee shall be shared by the "City" and the "FMBA #61". Any steward or officers of the "FMBA #61" 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 reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

Extensions and Modifications - Time extensions may be mutually agreed to by the "City" and the "Committee".

#### ARTICLE IV - EMPLOYMENT REPRESENTATION

The "FMBA #61" must notify the "City" as to the names of stewards and accredited representatives. No more than one (1) steward and alternate is to be designated. Representatives of the "FMBA #61" who are not employees of the "City" will not be permitted to visit with employees during working hours at their work stations for the purpose of discussing FMBA representation matters without notifying the Northfield City <sup>Chairman of Fire Committee</sup> ~~Fire Commissioner~~.

T. F. M.

ARTICLE V - NON - DISCRIMINATION

The "City" and the "Firemen" both recognize that there shall be no discrimination by reason of sex, creed, racial origin, or age as far as employment is concerned or as far as any opportunities for improvement or jobs or as a condition of employment. The "City" further agrees that it will not interfere with nor discriminate against "Firemen" or member thereof, because of membership in, or legitimate activity on behalf of the "FMBA #61" nor will the "City" encourage membership in any other association or union or do anything to interfere with the representation of the "FMBA #61" through the "majority representative" as the exclusive bargaining unit of uniform paid "Firemen".

ARTICLE VI - BULLETIN BOARD

The "City" shall permit the use of Bulletin Boards, located in the Fire Department Headquarters, by the "FMBA #61", for the posting of notices concerning "FMBA #61" business and activities.

ARTICLE VII - MANAGEMENT RIGHTS

It is the right of the "City" to determine the standards of service to be offered by it's agencies; determine the standards of selection for employment; direct it's employees; take disciplinary action; relieve it's employees from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; schedule the hours; take all necessary actions to carry out its mission in emergencies;

and exercise complete control and discretion over its organization and the technology of performing its work. The practical impact of the decisions on the above matters are subject to the Grievance procedure. Nothing in this article shall alter or relieve the "City" of any of its obligations undertaken by this agreement.

ARTICLE VIII - HOLIDAYS

Holidays will remain as the current practice. One personal day will be added and will be taken by mutual agreement.

ARTICLE IX - VACATIONS

Vacations shall be given in accordance with City Ordinance governing vacations dated 1965.

ARTICLE X - LEAVES

A. Sick Leave

(1) Defined - Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave or leaves of absence of the employee or the need of employee's attendance upon a member of the employee's immediate family. In the case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one (1) day or less, only one medical certificate shall be required for every six (6) month period as a sufficient proof of need of leave of absence of the employee: provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment. In case of leave of absence due to contagious disease, a certificate from the Department of Health shall be required.

(2) Accumulation - Every person covered by this agreement shall, in addition to his or her paid vacation, be granted sick leave, as defined in one (1) above, with pay of not less than one (1) working day for every month of service during the remainder of the first calendar year of service following appointment and fifteen (15) working days in every calendar year thereafter. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave of absence up to 180 days, provided that the City shall not require any of its

employees who may be disabled either through injury or illness as a result of, or arising from his respective employment, to utilize the sick leave accumulated under this section during such period of disability. For purposes of this section, on January 1, 1972 every employee will be considered as having already accumulated fifteen (15) days sick leave and the next accumulation of 15 days will be added as of January 1, 1973, and on each January 1 thereafter. No leave of absence under this section shall exceed 180 days from the date of such injury, illness or disability and already previously accumulated sick leave. Service connected injury shall combine workings compensation and contributions by the city for no loss of pay to a fireman after his accumulated sick leave has been used up.

B. Funeral Leave

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

(2) The term "immediate family" shall include only father, mother, father-in-law, mother-in-law, grandparents, sister, brother, spouse, child and foster child of an employee and relatives residing in his household.

(3) 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 ~~Fire Commissioner~~ <sup>Chairman of the Fire Committee</sup>. The above shall not constitute sick leave and shall not be deducted from annual sick leave.

C. Leave for FMBA State Meetings

The Executive Delegate and President of the "FMBA #61" shall be granted leave from duty with full pay for all meetings of the FMBA State Association when such meetings take place at a time when such officers are scheduled to be on duty, providing the affected delegates give reasonable notice to the Northfield Fire Commissioner to secure another "Fireman" to work in his place.

ARTICLE XI - SALARY, LONGEVITY, OVERTIME

A. Base Salary

(1) Commencing January 1, 1973, the annual base salaries to be paid to the following officers and "Firemen" of the City of Northfield shall be increased 5½%.

(2) Base salary is the annual pay based on two (2) forty-eight (48) hour weeks and a seventy-two (72) hour week and a 52 week year.

*3. The Captains schedule shall be 8 hrs per day 5 days per week*

B. Longevity

(1) Each member of "Firemen" listed in A above shall be paid, in addition to and together with his or her annual base salary as listed in A above, additional compensation based upon the length of his or her service in the Northfield City Fire Department as fixed and determined according to the following schedule:

<u>Years of Service</u>	<u>Compensation Per Annum in Addition to Base Salary</u>
3 - 5 years	\$75.00
6 - 10 years	\$150.00
11 - 15 years	\$225.00
16 - 20 years	\$300.00
21 - 25 years	\$350.00
26 - 30 years	\$400.00

(2) In counting the years of service, a Firemen shall be considered as having one year service on the first anniversary date of his entry into service; two years on the second anniversary date; and so forth. His eligibility will, therefore, commence on the third anniversary from the date of his appointment into service.



ARTICLE XII - CLOTHING ALLOWANCE

Each member of "Firemen" shall be paid a clothing allowance of One Hundred (\$100.00) dollars, which amount shall be paid on ~~December~~ <sup>Jan</sup> 1, 1973. This clothing allowance is for the cleaning and maintenance of clothing and purchase of same.

*P. K. Jones*

This section is not to be construed in such a way so as to relieve the "City" from its obligation to continue to furnish "Firemen" with appropriate uniforms and equipment and to replace such equipment when damaged in the line of duty.

ARTICLE XIII - HOSPITALIZATION INSURANCE

A. The "City" agrees to continue providing the same hospitalization insurance for the "Firemen" which is already in existence at the signing of this agreement.

ARTICLE XIV - PROMOTIONS

The "City" has the right to promote and will take into account the seniority and qualifications of firemen employed by the "City" in making promotions.

ARTICLE XV - CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All conditions not covered by this agreement shall continue to be governed, controlled, and interpreted by reference to the City's Charter, Ordinances, Rules and Regulations of the Fire Department of the "City". Any and all present benefits which are enjoyed by employees covered by this agreement, that have not been included in the contract, shall be continued.

ARTICLE XVI - SAVINGS CLAUSE

In the event that any provision of this agreement shall be finally determined to be in violation of any applicable laws of the State of New Jersey or regulation, such determinations shall not impair the validity and enforceability of the remaining other provisions of this agreement.

ARTICLE XVII - DURATION

19. This contract shall be in full force and effect from the date of execution until midnight December 31, 1973.

The parties agree that negotiations for a successor agreement modifying, amending or altering the terms and the provisions of this agreement shall commence on November 1, 1973. It is understood that "FMBA #61" is seeking a successor contract commencing from January 1, 1974. This agreement will remain in full force and effect until a successor agreement is reached.

IN WITNESS WHEREOF, the undersigned have affixed their signatures as the duly authorized legal representatives of the "City", the "FMBA #61", and "Firemen" on the day of \_\_\_\_\_, 197 .

ATTEST:

CITY OF NORTHFIELD

Stanley R. Adams  
City Clerk

By:

[Signature]  
Mayor

FIREMEN'S MUTUAL BENEVOLENT  
ASSOCIATION LOCAL NO. 61

Signed, Sealed and Delivered  
in Presence of

By:

William F. Hamilton  
Majority Representative