

2071

PLEASANTVILLE
PROFESSIONAL FIREFIGHTERS

LOCAL #2616

International Association of Fire Fighters

AFL - CIO - CLC

and

CITY OF PLEASANTVILLE
Pleasantville, New Jersey

January 1, 1990

to

December 31, 1991

ARTICLE I
Recognition

SECTION I.

The Employer recognizes the Local as the exclusive and sole bargaining agent and representative for the bargaining unit, consisting of uniformed paid fire personnel in the Department of the City of Pleasantville, for the purpose of bargaining with respect to salaries, wages, hours of work safety and working conditions. This recognition shall not include the Fire Chief and Assistant Fire 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 II - Areas of Negotiations

The Employer and Local hereby agree that the Local has the right to negotiate as to the 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 the agreement.

ARTICLE II
Maintenance of Standards and Continuation of Benefits

SECTION I.

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 firefighters 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. Any abuse of these benefits or privileges shall be subject to disciplinary action.

ARTICLE III
Grievance Procedures

SECTION I.

The purpose of the grievance procedures 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 or any complaint by "Firefighters" or a member of that Department as to any action or non-action which violates any right arising out of his/her employment. The Employer shall not discipline any firefighters without just cause.

SECTION II.

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

Step 1. The Union Grievance Committee, upon receiving a written and signed petition from an employee, shall determine if the grievance exists. If in their opinion no grievance exists, no further action shall be taken.

Step 2. In the event a grievance does exist, the Grievance Committee shall, without the physical presence of the aggrieved employee(s), present the grievance within ten (10) calendar days of the occurrence of same to the Chief of the Department for resolution. The Chief shall then conduct a meeting with the aggrieved(s) and the Union President or his designee, within forty-eight (48) hours upon receipt of the grievance. The Chief will then render a decision, in writing, no later than forty-eight (48) hours after conducting the meeting. The time within which the said meeting and reply shall be made shall exclude weekends and holidays.

Step 3. In the event no settlement is reached in Step 2, the grievance shall be presented, within three (3) working days, excluding holidays, weekends, and absence of the City Administrator, in writing, with all prior documentation regarding said grievance. Within five (5) working days of receipt, an impartial hearing shall be held, with both the management of the Fire Department and the aggrieved and the Union President, or his designee, in attendance. The City Administrator shall render his written decision, to both sides, within two (2) working days of the conclusion of the hearing.

Step 4. In the event that the grievance is not resolved at Step 3, 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/her award, in writing, which shall be final and binding. 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 any grievance or arbitration of the matter.

SECTION III - 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 Local both recognize that there shall be no discrimination or favoritism for reasons of age, sex, creed, nationality, race, religion, marital status, or political affiliation 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 firefighters 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 paid firefighters.

ARTICLE V
Holidays

All employees covered by this Agreement shall continue to receive thirteen (13) paid holidays per year. The holidays are as follows:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Martin Luther King Day
Easter Sunday

All the above legal holidays and any such holidays that are declared legal holidays by the Mayor or City Council shall be compensated at the rate of eight (8) hours pay per holiday, based on a forty (40) hour work week. Payment will be made the last pay period in November.

ARTICLE VI
Vacations

A. Effective January 1, 1990.

Employee shall receive paid vacations according to the following schedules:

Recruit Firefighter	up to 2 tours
Firefighter 1	2 tours
Firefighter 2	3 tours
Journeyman Firefighter	4 tours
Lieutenant	5 tours
Shift Commander	5 tours, 2 days

B. A day is defined as either a ten (10) hour day or a fourteen (14) hour night.

C. A tour of duty is defined as two (2) ten (10) hour days, followed by two (2) fourteen (14) hour nights, followed by four (4) consecutive days off.

D. A recruit firefighter shall receive two-thirds (2/3) working days for every month worked through December of the first year and; during the first year his/her vacation shall be up to the discretion of the Fire Chief.

ARTICLE VII
Leaves

SECTION I - Sick Leave

Sick leave shall be provided at a rate of twelve (12) days per year of employment. All unused sick leave shall be accumulated without limitation, from year to year of employment, pursuant to this article.

SECTION II - Funeral Leave

A. Special leave of absence, from date of death to time of interment not to exceed three (3) working days; the exact number of days are at the discretion of the Chief; shall be granted to any member of the Fire Department in case of death within his immediate family.

B. The term "immediately family" shall include only Father, Mother, Father-in-law, Mother-in-law, Grandparents, Sister, Brother, Spouse, Child, Brother-in-law, Sister-in-law, Grandchildren and Legal Guardian.

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 III - Disability Leave

When an employee is injured on duty, he is to receive full pay, with the Workmen's Compensation payments due the injured employee, turned over to the City.

SECTION IV - Military Leave

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

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 V - Leave for IAFF State Meetings

The Executive Delegate of the Local 2616 or designee shall be granted leave from duty, with full pay, when such stated meetings take place at a time when such officer is scheduled to be on duty, provided that reasonable notice is given to the Fire Chief.

ARTICLE VIII Recall

All off-duty firefighters will be called in for all working fires and other emergencies, and shall receive a minimum of two (2) hours compensation at the overtime rate, paid on the regular pay day for that pay period.

ARTICLE IX Promotions

SECTION I - Testing

The City shall conduct a promotional test for the positions of Assistant Chief, Captain and Lieutenant as administered by the New Jersey Paid Fire Chief's Association. The list established from the test will remain in effect for two (2) years and a retest will take effect after that period; should a vacancy occur. All promotions will be made on the basis of the individual with the highest composite score being appointed to the position:

- A) Written Test to be Pass or Fail only.
Passing score is 70 points or above.
Written test must be passed to qualify for promotion.
- B) 40 points or percent oral exam.
- C) 40 points or percent hands on performance.
- D) 10 points or percent immediate supervisor evaluation.
- E) 5 points or percent Chief's evaluation.
- F) 5 points or percent seniority at .2 points per year, maximum of 5 points at completion of 25 years.

SECTION II - Qualifications

Members employed prior to January 1, 1987, qualification for taking rest are: Journeyman plus two (2) years in grade to post for Lieutenant. One (1) year in grade as Lieutenant to post for Captain. One (1) year in grade as Captain to post for Assistant Chief. Those members hired

after January 1, 1987, shall be required to have Journeyman plus five (5) years in grade to post for Lieutenant. Remaining qualifications for other promotions as stated in this article.

SECTION III.

A. Evaluation procedures shall be negotiated between union and management.

B. For promotional purposes the scores of Article IX, Section I, Subsection D through and including F, shall be posted on the departmental bulletin board, seven (7) days prior to the written and oral portions of the test.

C. Evaluation scores for promotional exams, will be the average of all evaluation received in present grade.

ARTICLE X
Longevity

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

ARTICLE XI
Insurance - Health and Medical Benefits

SECTION 1.

The employer shall continue to provide the health benefits presently in effect. These benefits are:

IDA- UCR Plan	Family Coverage
Major Medical (IDA)	Family Coverage
Dental Plan	Family Coverage
Eye Glass Plan - 24 Month Plan	Family Coverage
Prescription Plan - \$1.00 Deductible	Family Coverage

SECTION II.

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

SECTION III.

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 IV.

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

SECTION V.

The City has the right to change carriers under the following conditions:

- A. It must affect all City employees.
- B. Benefits must be equal to or greater than the current package.
- C. Those conditions which presently provide for no out of pocket expense, shall continue.

SECTION VI.

Upon retirement an employee with 25 or more years of service, shall receive paid health benefits: (Medical/Major for the retiree and their spouse).

ARTICLE XII 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 one hundred eighty (180) days.

ARTICLE XIII 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 will be \$300.00.

ARTICLE XIV
School Allowance

SECTION I.

All Firefighters shall be compensated for attending a fire-related school or course when attendance is approved by the Chief of the Department. The Employer also agrees to compensate a Firefighter for use of personal vehicle in attendance at school.

SECTION II.

A listing of schools and courses shall be posted when available, accompanied by the enrollment sheet. Providing funds are available, individuals will be selected by rank and seniority to attend these courses.

SECTION III.

The Employer agrees to compensate Firefighters not to exceed \$200.00 per year for education expenses. The City shall pay travel, hotel accommodations, tuition, books and other materials to the limit. Time off will be scheduled for education pursuant subject is approved by the Fire Chief.

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

ARTICLE XVI
No Strikes

SECTION I.

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 (i.e., the concerted failure to report for duty, or stoppage of work or abstinence, in whole or part, form 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 II.

In the event of a strike, slow-down or walk-out, it is convented and agreed that participation in any such activity, by any firefighter covered by this agreement, shall be subject, however, to the application of the grievance procedure contained elsewhere in this agreement.

SECTION III.

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 IV.

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

SECTION I.

The salary for Firefighters shall be as follows:
Effective January 1, 1990:

TITLE	CURRENT	YEAR 1 (1990)	YEAR 2 (1991)
Recruit	\$18,175.00	-0-	-0-
Firefighter 1	22,030.00	-0-	-0-
Firefighter 2	23,050.00	-0-	-0-
Journeyman	27,500.00	\$29,375.00	\$31,500.00
		Base, end of 1990; \$30,000 3 (+2500)	Base, end of 1991: \$35,000 4(+2000)
Lieutenant	30,000.00	\$31,500.00	\$34,250.00
		Base, end of 1990: \$32,000 3 (+3100)	Base, end of 1991: \$35,000 4(+3000)
Captain	31,900.00	\$34,225.00	\$37,250.00
		Base, end of 1990: \$35,000 3 (+3100)	Base, end of \$38,000 4(+3000)

SECTION II.

The Employer agrees to compensate Firefighters engaged in the following additional duty positions at the following rates:

Fire Protection Official	\$500.00
Fire Investigator	500.00

SECTION III.

The City and the Union hereby agrees that all salary increments will be based on the following steps:

- Recruit Firefighter
- Apprentice I
- Apprentice II
- Journey Firefighter

Progressing within the above increments will be based on the Joint Apprenticeship Training Program developed by the IAFF and IAFC.

ARTICLE XVIII
Regular Hours of Work - Overtime

The regular work cycle for members shall be eight (8) weeks. The regular hours of work for a cycle is three hundred thirty six (336) hours. The regular work schedule shall be a forty-two (42) hour work week, consisting of two (2) ten (10) hour days, followed by two (2) fourteen (14) hour nights, followed by four (4) consecutive days off. All hours worked in excess of forty-two (42) hours in a work week shall be compensated at one and one-half (1.5) times the hourly rate.

ARTICLE XIX
Bargained Provisions

SECTION I.

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.

SECTION II.

During the term of this agreement, neither party will be required to negotiate with respect to any such matter.

ARTICLE XX
Ordinance Book

The Employer hereby agrees to supply the Local with the published Revised Ordinances for the City of Pleasantville and copies of all additions and changes thereof.

ARTICLE XXI
Job Posting

The Employer agrees to post all openings within the Fire Department, including station openings and the qualifications required. The Employer also agrees to fill openings based on meeting stated qualifications and a seniority basis.

ARTICLE XXII
Check-Off

Upon written authorization by an employee and approved by the Union President, the City agrees to deduct from the wages of such employee the sum specified by the Union Treasurer for dues, and deliver the said sum to the Union on a monthly basis. In the event an employee does not have due and owing to him, or if the monies due and owing to him are not large enough to satisfy the assignment for dues, no sum of money shall be deducted from the employee for that month. In such event, however, the Union will collect the dues due and owing, if not deducted from monies due and owing to the said member. In addition, the City agrees to honor the Agency Shop Bill as passed by the State of New Jersey.

ARTICLE XXIII
Position

Any employee assuming the duties and responsibilities of titled positions higher than his/her own for more than thirty (30) calendar days, within one (1) year, will receive that title's rate of pay after the 30th day.

ARTICLE XXIV
Bulletin Board

The City agrees to provide a reasonable bulletin board space, the size of which shall be within the discretion of the City; where official Union notices may be posted.

ARTICLE XXV
Tour Exchange

The Chief of the Department may grant in his discretion the request of any two (2) members of the Fire Department permission to exchange shifts or off days, when the said change does not interfere with the operation of the Fire Department. The employee member accepting the tour exchange shall be responsible as if her were working his own regular tour of duty.

ARTICLE XXVI
Medical Exams

The City will require each member to have a physical examination annually, to be taken at a time set by the Fire Chief, at the cost of the City. Each member will be given thirty (30) days notice, prior to examination date. Said examination will include drug testing.

ARTICLE XXVII
Duration and Termination

SECTION I.

This agreement shall remain in full force and effect from the first day of January, 1990 until midnight of December 31, 1991.

SECTION II.

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.

ARTICLE XVII
Duration and Termination

SECTION I.

This agreement shall remain in full force and effect from the first day of January, 1990, until midnight of December 31, 1991.

SECTION II.

Hereafter, 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 and its Administrator, attested by its City Clerk and its Corporate Seal to be hereto affixed, and the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS 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 written.

CITY OF PLEASANTVILLE
BY:

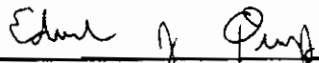

George W. Dix, Mayor


Andrew J. Salerno, City Administrator

ATTEST:


Alice Foster
City Clerk

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
BY:


Edward J. Quigley, President


Michael Corbo, Vice-President


WITNESS