

3-0027

09-01

73-77

PREAMBLE

This agreement, effective as of the 1st day of January, 1973, by and between the City of Bayonne, New Jersey, hereinafter referred to as the city, and the Firemen's Mutual Benevolent Association, Local #11, hereinafter referred to as the Unit, is designed to maintain and to promote a harmonious relationship between the City of Bayonne and such of it's employees who are within the provisions of this agreement, through collective negotiations, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION AND AREAS OF NEGOTIATIONS

Section 1. Recognition. The City hereby recognizes the Unit as the exclusive representative and bargaining agent for the bargaining unit, consisting of firemen 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 also govern the procedures for adjustments of disputes and grievances, and all other related matters.

Section 3. The members of the Executive Committee, which shall consist of the President, Secretary and the State Delegate, shall be granted permission to attend the local regular monthly meetings or any special meeting, if such meetings are held when they are working. However, the granting of this

1973, 4.18. JRP

permission is subject to the approval of the Fire Chief based on the manpower needs of the Fire Department. Such permission shall not be unreasonably withheld.

Section 4. The City agrees to grant the necessary time off to the duly elected legislative representatives of the Unit in accordance with N.J.S.A. 11:26c-4, such as attendance at State Conventions, provided one (1) month's notice is given to the Chief of the Fire Department. However, the granting of this permission is subject to the approval of the Fire Chief based on the manpower needs of the Fire Department. In accordance with past practice the granting of such permission to a reasonable number of delegates shall not be withheld.

## 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 Fire Department shall, except in the case of emergency as shall be determined by the Chief of the Fire Department, work a schedule consisting 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 eight-day rotating cycles and shall, over a period of 8 weeks, average 42 hours per week per member of the Fire Department as aforesaid.

### Section 2. Overtime

compensatory time off by mutual consent. If time off not agreed to, then the employee will receive pay in lieu thereof. Overtime pay occurs only when an employee is held over the normal work shift. If less than a half hour, 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 6:40 one hour's pay.

(b) On recall there will be a minimum of four hours at straight time pay. If held 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.

### Section 3. Acting Assignments

(a) Whenever a Captain is unavailable for duty because of vacation the Deputy Chief in charge of that group will select a fireman as Acting Captain. Such fireman will be paid for the entire vacation period of the absent Captain at the minimum base rate of a Captain plus the fireman's longevity entitlement. ~~\_\_\_\_\_~~

(b) Whenever a Captain is unavailable for duty for any

other reason such as illness, time due, death in family, etc., for more than one day, the Deputy Chief in charge of that group will select a fireman as Acting Captain. Such fireman will be paid from the second day of such absence at the minimum base rate of a Captain plus the fireman's longevity entitlement. ~~and~~  
~~on his normal salary.~~

(c) For the purpose of overtime work under this article any employee when serving more than one day in an acting capacity in a higher rank or classification, but below the rank of captain, shall be considered as holding such rank below the rank of captain and shall be compensated at the minimum base rate of such higher rank or classification below the rank of captain, from the second day on plus the fireman's longevity. ~~entitlement~~  
~~on his normal salary.~~

*E.J. M.P. L.P.*  
*E.J. M.P. E.J. 6/12/73*

## ARTICLE III

### VACATIONS

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 member 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 firemen 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 firemen 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 fireman 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

leave had the fireman lived. No vacation leave will be granted to those on extended sick leave.

#### ARTICLE IV

#### LEAVES OF ABSENCE

Section 1. Leave Without Pay. Any fireman 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 fireman 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 for 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 fireman is absent due to sickness for more than two (2) working days, a doctor's certificate will be required. Any fireman 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. Firemen 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. Salaries for the firemen shall be as follows:

Effective July 1, 1972 - \$10,500.00

Effective January 1, 1973 \$11,100.00

Effective January 1, 1974 \$11,900.00

Section 2. Starting Salaries. Notwithstanding any of the foregoing, anyone appointed to the position of fireman since July 1, 1972 or thereafter shall have as his salary an amount \$1,000.00 (one thousand) less than indicated on the schedule set forth above, until the first day of the first payroll period following the first anniversary of his appointment, when thereafter his salary shall be as indicated above.

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

(a) All firemen 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 firemen 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 firemen 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 firemen 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 firemen who have been employed for a period of at





(a) City-wide group non-contributory life and accidental death and dismemberment insurance coverage in the amount of:

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 members 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 as presently subscribed for as defined under the respective city-wide group policies of 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 FMBA 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 FMBA as follows:

a. The FMBA shall submit such grievance in writing to

occurrence or event giving rise to the grievance. Within five days after said Chief or his designated representative 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 FMBA by the Chief or his designated representative within five days after such meeting, the FMBA may present such grievance in writing within seven days thereafter, to the Director of Public Safety. Within seven days after the Director of Public Safety receives such grievance, the Director shall arrange to meet with the representatives of the FMBA for the purpose of adjusting or resolving such grievance.

c. If such grievance is not resolved to the satisfaction of the FMBA by the Director within 5 days after such meeting, the FMBA 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 Firemen's Mutual Benefit Association, Local #11 equally.

d. 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.

e. The time limits specified in the preceding sections of this article shall not include Saturdays, Sundays or holidays

parties. The steps provided for herein may be waived by mutual agreement of all parties.

f. 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 FMBA and the employe 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 provided for in Article VII, Section 1(c). 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

#### DUES DEDUCTION

Section 1. The City, after receipt of written authorization from each individual employee, shall deduct the dues from each pay period as presently deducted and shall transmit them monthly to

Section 2. In making the deductions and transmittals as above specified, the City shall rely upon the most recent communication from the FMBA as to the rate of monthly dues and the proper amount of initiation fee.

Section 3. The written authorization referred to in this Article shall be irrevocable for the period of one (1) year or until the termination date of the applicable collective bargaining agreement between the FMBA and the City, whichever is the shorter period.

Section 4. The FMBA agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the City at the request of the FMBA under this Article.

#### ARTICLE IX

#### 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 FMBA in the operations or 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

97 M.C. J.P.P.

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 and assign;
- (c) Suspend, demote, discharge, or take other disciplinary action for good and just cause.

#### ARTICLE X

##### 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

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 XI

##### PARITY CLAUSE

The parties agree that the firemen shall have parity with the Police Department during the term of this agreement regarding any new benefits.

#### ARTICLE XII

##### 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 FMBA, its officers, members, agents, or principals will not engage in,

mass resignations, mass absenteeism, picketing, demonstrations,  
other  
or/similar action which would involve suspension of or inter-  
ference 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 XIII

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 XIV

SAVING CLAUSE

Should any part or any provision herein contained be  
rendered or declared invalid by reason of any existing or sub-  
sequently 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.

*F. J. M. P. J. R. P.  
M. J. R. E. J. 6/12/73*



ARTICLE XV

DURATION

This agreement shall extend through December 31, 1974.

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 party 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

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 18<sup>th</sup> day of July, 1973.

Attest:

John F. Lee  
John F. Lee, City Clerk

CITY OF BAYONNE

By: Dennis P. Collins  
Dennis P. Collins, President  
Municipal Council

Attest:

Michael Romano  
Secretary

FIREMEN'S MUTUAL BENEVOLENT  
ASSOCIATION, LOCAL #11

By: Frank J. Sapp  
President

Handwritten notes and stamps:  
G. J. ... S.R.P.  
E.J. 6/12/73  
Circular stamp: JUN 12 1973