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STORAGE

Bergen
(Weehawken)

THIS BOOK DOES
NOT CIRCULATE

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AGREEMENT

BETWEEN THE TOWNSHIP OF WEEHAWKEN AND
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
LOCAL NO. 26

PREAMBLE

This Agreement, effective as of the 1st day of January, 1972, by and between the Township of Weehawken a municipal corporation, situated in the County of Hudson, State of New Jersey, hereinafter referred to as the Township, and Local No. 26, Firemen's Mutual Benevolent Association, hereafter referred to as the FMBA, is designed to maintain and promote a harmonious relationship between the Township and such of its 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

Section 1. Recognition

The Township hereby recognizes the FMBA as the exclusive representative and bargaining agent for the bargaining unit, consisting of all uniformed fire personnel within the Weehawken Fire Department, except the Deputy Chiefs and the Chief.

Section 2. 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, procedures for adjustment of disputes and grievances, and all other related matters.

Section 3.

There is in existence in the Department, a set of General Rules and Regulations for the operation of the Department which were subsequently written into a General Order Book as prepared by the Chief of the Department. The General Order Book, as of October 1, 1970, and those Rules and Regulations that were not changed by the General Order book shall continue in force except as expressly modified by the terms of this Agreement, and shall constitute the agreement between the parties to the extent permitted by law.

Section 4.

The Township shall deduct from the wages of each employee of the Fire Department on the first pay of each month the following:

a. Initial dues for new employees who shall become members of the F.M.B.A. subsequent to the execution of this Agreement and for as long as said Agreement remains in full force and effect.

b. Monthly dues in the amount of \$3.00 from the earned wages of all members of the F.M.B.A.

ARTICLE II

FMBA NEGOTIATING COMMITTEE * ITS RIGHTS AND DUTIES

Section 1.

There shall be three members of the FMBA negotiating committee. These members shall be granted leave from duty with full pay for all meetings between the Township and the FMBA for the purpose of negotiating the term of an agreement, when such meetings take place at a time during which such members are scheduled to be on duty and upon 24 hours notice to the Chief of the Fire Department.

Section 2. Grievance Committee

There shall be two members of the FMBA Grievance Committee granted leave from duty with full pay for all meetings between the Township and the FMBA for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty and upon 24 hours notice to the Chief of the Fire Department, provided no manpower shortage exists.

Section 3. Time off for FMBA Activities

The Township agrees to grant the necessary time off, without discrimination to any employee officially designated by the FMBA to attend local, state meetings, or conventions, or serve in any capacity on other FMBA business, provided twenty-four hour notice is given to the employer by the FMBA. No more than two men shall be excused from any shift.

ARTICLE III

GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance

A grievance is a complaint, a view, or an opinion pertaining to conditions, or relationships between an employee and another employee regarding employment, and violations of contract. Grievances are concerned with work conditions, light, heat, sanitary conditions, safety, abusive type and location of work assignments, work load, and attitude of officers. This grievance procedure in no way effects any Civil Service action which the employee or Township may decide to take.

Section 2.

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 such employee this action is taken by the Township without just cause, or if any employee or group of employees feels aggrieved concerning his or their wages, hours, or conditions of employment, which wages, hours and conditions are controlled by the Agreement, or which are provided for in any statute charter, provision, ordinance, rule, regulation, or policy which is not in conflict with this Agreement, or concerning any matter or condition arising out of the employee-employer relationship, including any claim or unjust discrimination and any matter or condition arising out of the employee-employer relationship, including any claim or unjust discrimination and any matter or condition affecting his or their health and safety, adjustment shall be sought as follows:

(a) The FMBA shall appoint a Grievance Committee which shall include a grievance representative for each fire

group shift to study all grievances submitted by employees of the Fire Department. The aggrieved employee shall initiate his complaint through the fire group shift grievance representative who shall take up the matter with the aggrieved employee's immediate supervisor in an effort to adjust the grievance satisfactorily. If the grievance is not adjusted satisfactorily and the FMBA wishes to proceed further, it may submit such grievance in writing to the Chief of the Fire Department within ten days of occurrence or event giving rise to the grievance. Within five days after said Chief or his designated representative shall arrange to and meet with the representatives of the FMBA and the employee initiating the grievance for the purpose of adjusting or resolving such grievances.

(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 Fire Commissioner. Within seven days after the Fire Commissioner shall hold a hearing at which time all parties of interest shall be heard.

(c) If such grievance is not resolved to the satisfaction of the FMBA by the Fire Commissioner within five days after such meeting, the FMBA may present such grievance in writing within seven days thereafter to the New Jersey State Public Employment Relations Commission for binding arbitration.

(d) In a dispute involving disciplinary action, the Commission, or the arbitrator so selected shall have the power to uphold the action of the Township or to rescind or modify such action, and such power shall include but shall not be limited to the right to reinstate, suspended or discharged employees with full back pay.

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

(f) If a grievance is not submitted within the prescribed time limits as hereinbefore provided, including the provisions for the limit extensions, it shall be deemed settled. If the Township fails to meet and/or answer any grievance within the prescribed the prescribed time limits as hereinbefore provided, including the provisions for time limit extensions, such grievance may be processed to the next step.

(g) Nothing contained herein shall be construed to deny any individual employee his right to and under Civil Service Laws or regulations.

ARTICLE IV

LEAVES OF ABSENCE

Section 1.

Any employee desiring a leave of absence from his employment shall secure written permission from the Township. The maximum leave shall be for 180 days and may be extended for like periods. Any such leave of absence shall be without pay.

Section 2. Compensatory Time Off.

Whenever Township employees are excused by an Executive Order by the Governor, President, or Legislative Body, members covered by this Agreement shall no longer be excluded but shall be given equivalent compensatory time off, which said time shall not accumulate at the end of the year.

Section 3. Funeral Leave

Special leave of absence with pay shall be granted to any employee of the department in case of a death within his immediate family from the date of the death up to the funeral. Immediate family shall consist of father, mother, father-in-law, grandparents, sister, brother, spouse, child and foster child of an employee and his relatives residing in his household. In addition, each employee shall be granted his day tour off to attend the funeral of close relatives. Close relatives shall consist of aunts, uncles, brother-in-law, and sister-in-law. Such special leave may be extended without pay at the discretion of the Director.

Section 4. Emergency Leave

Employees shall be granted special leave of absence with pay for no more than two work days for serious illness, including

childbirth, of any member of the immediate family as defined above. In the event an employee requires additional time off, said request must be submitted to the Chief of the Department for approval. The Chief of the Department shall require submission of a doctor's certificate by the employee to determine nature of illness.

Employees shall be granted time off for Communion, Confirmation, Graduation, and Marriage of employees's children or immediate family, subject however to availability of manpower to replace the employee requesting time off. In the event there is a manpower shortage, the employee affected or the Chief of the Department shall find a substitute, which substitute shall receive equal time off at a future date from the employer.

Section 5. Terminal Leave

Any employee who has filed his application for retirement shall be granted leave with pay of 90 consecutive days plus his annual vacation.

ARTICLE V

FMBA ACTIVITY PROTECTED

Section 1.

No employee who is a member of the FMBA and acting in any official capacity of whatsoever shall be discriminated against for his acts as such official of the FMBA nor shall the Township discriminate against any employee because of FMBA membership or activities.

Section 2.

Any change in department procedure and regulations shall be promulgated by the Chief of the Department with the approval of the Township Committee, and served upon the President of the FMBA immediately, except that in the event of an emergency, by the Chief of the Department.

ARTICLE VI

MANPOWER

The Department shall be maintained at no less than 59 officers and firemen, and the Township shall make every attempt to recruit men and fill vacancies as they occur

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 1.

The work week shall consist of forty-two (42) hours, averaged out over eight (8) weeks as follows:

- (a) First week forty eight
- Second week forty eight
- Third week forty eight
- Fourth week thirty four
- Fifth week thirty four
- Sixth week forty eight
- Seventh week thirty eight
- Eighth week thirty eight

(b) The workday shall consist of ten consecutive hours, starting at 8 a.m. and ending at 6 p.m.

(c) The work night shall consist of fourteen consecutive hours, starting at 6 p.m. and ending at 8 a.m. the following morning.

(d) The employee on the workday Sunday and Monday shall be off Tuesday and report for the worknight Wednesday and Thursday. He shall report back for the next workday on the following Monday and Tuesday, etc.

Section 2. Overtime

Whenever an employee works in excess of his regularly assigned work week or work schedule, he shall be paid overtime at prevailing hourly rate which he receives for his regularly assigned duty. Overtime shall be paid due to excessive sickness in the Department, manpower shortage, recalls on fires, snow duty, or other unforeseen reasons.

(a) Members recalled for overtime duty must be paid a minimum of at least four hours pay. Members kept on duty past their relief time must be paid a minimum of at least two hours pay.

(b) A duty roster list shall be posted in all fire houses for overtime so that employees will know when their turn is approaching. The roster shall show the date of call and the response for each person called as to whether it was refused, on duty, no answer, sickness, or vacation. If a man refuses he will automatically be passed by until a complete cycle of the roster list has been made.

(c) Fourteen men constitute the present working groups in this Department. When a group is reduced below eleven for any of the reasons mentioned above, the Chief of Department will then refer to the overtime schedule for the man in line to work.

(d) All overtime shall be considered as part of members salary and shall be so paid.

(e) Overtime working groups.

When the overtime is for a fire, the present system of calling the next working group shall be maintained. When the overtime is for a complete day or night tour the following schedule shall be used:

Group A working days call Group B
Group B working days call Group C
Group C working days call Group D
Group D working days call Group A

Group A working nights call Group D
Group B working nights call Group A
Group C working nights call Group B
Group D working nights call Group C

The above system will curtail anyone from working continuous tours of 24, 34, or 38 hour tours.

ARTICLE VIII

VACATIONS

Section 1. Regular Vacations

Regular vacations shall be granted with pay in accordance with the present rotating system now in effect.

(a) When there exists an opening in the heart of the summer vacation, the firemen who have the solid September vacation shall be offered first choice to fill the opening.

(b) Vacation time shall be approximately from the middle of May, 1972 to the middle of October, 1972. Any changes outside of these dates must be put in writing for approval to the Chief of the Department.

(c) The vacation system shall be posted on bulletin boards in all fire houses for all groups with changes by March 1, 1972.

Section 2.

One regular vacation day may be saved by employees for a holiday, said time to be rotated by seniority. No more than two men on each shift shall be eligible to take the additional day at the same time.

Section 3. Seniority Vacations

Seniority vacations shall be granted as follows:

(a) First seven years of service, inclusive, none.
Eight to fifteen years of service, inclusive, two working days vacation.

Sixteen to twenty years of service, inclusive, four working days.
Twenty-one years of service and up, six working days vacation.

(b) These days will be taken outside of the regular vacation plan from April 1st to May 15th or during the month of October. Any changes outside of these dates must be put in writing for approval or disapproval to the Chief of the Department.

(c) Seniority vacations shall be posted on bulletin boards in all fire houses for all groups by February 1, 1972.

ARTICLE IX

HOLIDAYS

Section 1.

The following days shall be considered legal holidays:

New Years Day	Labor Day
Easter	Columbus Day
Lincoln's Birthday	Any General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

For the above-mentioned holidays all employees covered by this Agreement shall receive twenty-four hours pay at the prevailing

rate plus five (3 days, 2 days if no overtime is involved) compensatory days off, either a day or night tour. Holiday pay shall be paid during the month of June.

Section 2.

The granting of time off shall be subject to the discretion of the Chief of the Department and as to the availability of manpower, and shall be used prior to the end of the calendar year.

The granting of compensatory time under this Article shall be subject to the discretion of the Chief of the Department.

ARTICLE X

LONGEVITY

All employees of the Fire Department covered by this Agreement shall be entitled to and paid longevity pay in addition to salary, to be computed as follows:

Upon completion of:

3 years service	2% base pay
7 years service	4% base pay
11 years service	6% base pay
15 years service	8% base pay
19 years service	10% base pay

Not to exceed 10%

Section 2.

When the employees anniversary dates fall, they will be paid accordingly starting the next January first.

Section 3.

This longevity shall be paid bi-weekly as part of the employee's salary.

ARTICLE XI

WAGES

Wages shall be paid in accordance with Schedule A annexed hereto and made a part hereof.

ARTICLE XII

MUTUAL AID

Any employee, either injured or killed while rendering aid to a neighboring community, procurement to new Mutual Aid program, shall nevertheless be entitled to Workmen's Compensation insurance and benefits from the Township of Weehawken in addition to his pension rights and benefits.

ARTICLE XIII

CLOTHING ALLOWANCE

All employees of the Fire Department shall be entitled to a clothing allowance of One Hundred Fifty Dollars. Payment shall be made between November 1st and November 30th.

ARTICLE XIV

UNIFORMS AND PERSONAL EQUIPMENT

Section 1.

All uniforms and personal protective equipment listed below shall be purchased and maintained by the employee:

- (a) Dress Uniform
blouse, pants, shirts,
cap, tie, etc.
- (b) Work Uniforms
jackets, pants, shirts,
caps, shoes, gloves, etc.

- (c) Protective Gear
helmets, rubber boots,
rubber coats, or other material approved by the
Chief of the Department.

Section 2.

All uniforms shall comply with the requirements set forth by the Township.

Section 3.

The dress uniform shall not be worn for fire inspections, unless working out of the Chief's Office.

Section 4.

The initial cost of any changes which are authorized by the Township in the present work, dress or protective uniform will be borne by the Township.

Section 5.

Employees shall be allowed to wear work uniforms to and from duty stations, instead of dress uniform; however, employees shall have a change of clothes available in his locker in the event his work uniform is soiled or water soaked while on duty. Any personnel violating this section shall be subject to disciplinary action by the Chief of the Department.

ARTICLE XV

PENSIONS

Section 1.

The Township will provide pensions for the covered employees in accordance with all State Laws.

Section 2.

The Township shall continue payments while employees are on Compensation or sick leave.

ARTICLE XVI
SANITARY CONDITIONS

Section 1.

All sanitary facilities in the firehouse such as toilets, showers, wash basins, etc. shall be kept in good working order.

Section 2.

The Township agrees to provide the following furnishings and replace such furnishings when deemed essential: lockers, beds and bedding for each employee plus an adequate amount of chairs, tables, and lunch facilities. Clean linen shall be provided every three weeks. Mattresses and pillows shall be replaced as their wear deems necessary.

Section 3.

The existing firehouses are to be reconditioned so as to be livable and the Township shall paint and plaster where necessary.

ARTICLE XVII
MAINTENANCE OF STANDARDS

Section 1. Extra Contract Agreements

The Township shall not enter into any agreements with employees which in any way conflicts with the terms of this contract, and shall recognize only officials of the FMBA as the official representatives.

ARTICLE XVIII
HEALTH INSURANCE

Section 1.

The Township agrees to provide at its expense, Blue Cross and Blue Shield coverage including Rider "J" and Major Medical Insurance for all employees and their dependents.

Section 2.

All new employees shall be covered at earliest possible date.

Section 3.

When an employee is on sick leave or Compensation the Township shall continue to pay his coverage for the above plans.

ARTICLE XIX

MISCELLANEOUS

Section 1.

No employee of the Fire Department shall be assigned to perform any duty which is unrelated to fire fighting, fire prevention, rescue, salvage, overhaul work, care and maintenance of fire fighting equipment and apparatus, or any other similarly related work.

Section 2.

In addition, no such employee shall be assigned any duty which is unrelated to the normal daily care required to maintain the quarters to which he is employed in a clean, safe, and sanitary manner.

Section 3.

Any employee subject to disciplinary charges shall be presented with a copy of same in writing within 72 hours of the discovery of the offense by the employee preferring said charges. A copy of the charges shall then be forwarded into the proper channels to the Chief of the Department.

Section 4.

All employees of the department shall be required to give the Chief his current telephone number and address for the purpose of contacting employees in time of emergency or recall. In the event of any change of address, said employee shall notify the Chief within 48 hours.

ARTICLE XX

PRIOR PRACTICES

Section 1.

All other rights, benefits and privileges enjoyed by employees which are not specifically provided for or abridged in this Agreement are hereby protected by this Agreement.

Section 2.

The Township shall furnish each present employee and each new employee, when he is hired, a printed copy of this Agreement.

ARTICLE XXI

INTERRUPTION OF WORK

Section 1.

The FMBA agrees that so long as the Township shall abide by this Agreement, and by any decision by Public Employment Relation Commission as herein provided for, the FMBA and all uniformed fire personnel within the department will not cause, sanction, or take part in any strike whatsoever; whether sit-down, sit-in, sympathetic, general, or of any other kind. The foregoing shall not be deemed in derogation of, but in addition to any prohibition against strikes provided for by Public Law, or by other Statute or provision of Law.

Section 2.

The Township will not during the term of this Agreement change any conditions set forth herein except by the methods approved herein, or will the Township in any manner cause, order, approve, participate in or condone any lock-out.

ARTICLE XXII

DURATION

Section 1.

This Agreement shall be in full force and effect from January 1, 1972 to December 31, 1972.

Section 2.

In the event in negotiating any amendments or modifications for a new contract in the next fiscal year, the deadline of December 31, 1972, passes, then the duration of this Agreement shall extend until the signing of the new Agreement.

Section 3.

Contract negotiations for 1973 shall commence by September 15, 1972.

IN WITNESS WHEREOF the parties have caused their names to be signed this day of October, 1972.
The Township of Weehawken, N.J.

Local 26
Firemen's Mutual
Benevolent Association

By:

Stanley D. Lacono
Stanley D. Lacono, Mayor

By:

Harold Winrow
Harold Winrow, President

By:

Frank Crossan
Frank Crossan

By:

William Bradley
William Bradley

By:

Alphonse Pagnotta
Alphonse Pagnotta
Executive Board Contract
Committee

TOWNSHIP OF WEEHAWKEN
HUDSON COUNTY, N.J.
ORDINANCE No. 7 - 1972

AN ORDINANCE FIXING AND DETERMINING THE SALARIES AND COMPENSATION TO BE PAID TO THE MEMBERS OF THE POLICE AND FIRE DEPARTMENTS OF THE TOWNSHIP OF WEEHAWKEN, IN THE COUNTY OF HUDSON, NEW JERSEY, FOR 1972.

The Township Committee of the Township of Weehawken, in the County of Hudson, New Jersey, does ordain as follows:

SECTION 1. Commencing January 1, 1972, the salaries and compensation to be paid to the members of the Police and Fire Departments shall be fixed and determined for each of the members of the Police and Fire Departments at an increase of 6.8% over the salary received for the year 1971, subject, however, to the approval of an application to be made to the Federal Pay Board approving said increase, and if said approval is not forthcoming from the Federal Pay Board, this Ordinance shall be void and of no effect, except to say that any increases paid to the members of the Police and Fire Departments in accord with this Ordinance shall be repaid to the Township of Weehawken.

This Ordinance shall take effect upon final passage and publication as provided by law.

Introduced: Oct. 26/1972

Passed & Adopted November 9, 1972