

Signed Agreement

GENERAL AGREEMENT
JANUARY 1, 1970 to JANUARY 1, 1971

W. W. W. W. W.

This agreement, effective as of the 1st day of January 1970, by and between the Township of Weehawken, New Jersey, hereafter referred to as the "TOWNSHIP" and Local #26, Firemen's Mutual Benevolent Association, hereafter referred to as the "FMBA", is designed to maintain and promote a harmonious relationship between the Township of Weehawken and such of its employees who are within the provision of this Agreement, in order that more efficient and progressive public service may be rendered.

ARTICLE 1 - RECOGNITION

THIS BOOK DOES
NOT CIRCULATE

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.

ARTICLE II - SCOPE OF AGREEMENT

SECTION 1. For the purpose of reaching a mutual understanding between the Township of Weehawken and all members of its Fire Department, and to promote harmonious relationships between the parties, and effect good and efficient service, the parties have entered into this Agreement to cover all of the members in the Fire Fighting Force employed by the Township in the operation of its Fire Department.

SECTION 2. This contract shall govern all operations of the Fire Department.

SECTION 3. This Agreement shall be binding upon the parties hereto, their successors, and assigns, to the extent that same is now or maybe hereafter permitted by law.

SECTION 4. 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.

ARTICLE III - TIME OFF

SECTION 1. Employees shall be granted time off for the following requests:

- (a) Death in the immediate family, from the date of death to and including the date of the funeral.
- (b) Serious illness, including childbirth, in the immediate family and provided a physician is in attendance or it is intended to call a physician, and a certificate obtained from the physician to establish the necessity for attendance by the employee. (No more than 2 working days) Any additional time must be submitted to the Chief of Department for approval.

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- (c) Immediate family shall consist of Wife, Children, Mother, Father, Brother, Sister, Mother-in-Law, and Father-in-Law.
 - (d) Communion, Confirmation, Graduation, and Marriage of employees 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 Department shall find a substitute, which substitute will receive equal time off at a future date from the employer.
 - (e) In addition, each employee shall be granted his day tour off to attend the funeral of close relatives. Close relatives shall consist of Grand-parents, aunts, uncles, brother-in-law, and sister-in-law.

SECTION 2. 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 2 men shall be excused from any shift).

SECTION 3. 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.

ARTICLE IV - LEAVE 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.

ARTICLE V- 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 VI - FMBA ACTIVITY

SECTION 1. Any employee, member of the FMBA, acting in any official capacity whatsoever, shall not be discriminated against for his acts as such official of the FMBA, nor there be any discrimination 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, an immediate change may be made in the Rules and Regulations by the Chief of the Department.

ARTICLE VII - 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 an officer or 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. Procedure for presenting a Grievance.

b Step 1. The President of the FMBA shall appoint an executive board of three members plus himself as ex officio to study all grievances to be presented for further presentation, if deemed necessary.

Step 2. The President of the FMBA and the Executive Board shall be recognized by the Chief of Department for the purpose of taking up grievances arising under the terms of this agreement. The grievance shall be taken up in the presence of the employee involved. The grievance shall be in writing and the Chief of Department shall answer the grievance within 3 days after the same has been presented.

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Step 2. If the grievance is not resolved through step one & two or if no answer has been received by the FMBA within the prescribed time, then the FMBA shall submit a written grievance to the Commissioner of Public Safety or any person designated by him.

The Townships' representative shall inform the FMBA in writing of its decision within 7 days after the grievance has been submitted.

A copy of the decision shall be sent to the employee, the FMBA, and the Mayor.

Step 4. If the grievance is not settled to the satisfaction of the FMBA and the employee within 7 days provided for in step 3, then the FMBA or the employee may request that the grievance be submitted to the New Jersey Public Employment Relations Commission in accordance with its rules and regulations.

SECTION 3. Authorized representatives of the FMBA shall be allowed to visit Fire Headquarters, other Fire Stations, or Town Hall for the purpose of ascertaining whether or not this agreement is being observed. This right shall be exercised reasonably. Upon entering the premises, the authorized representative (s) shall notify the department head or in his absence a subordinate. He shall not interfere with normal conduct of work within the department.

ARTICLE VIII - WORKDAY AND WORK WEEK

SECTION 1. Workweek. The work week shall consist of forty-two (42) hours, averaged out over eight (8) weeks as follows:

(a)	First week	forty eight	(48)
	Second week.....	forty eight	(48)
	Third week.....	forty eight	(48)
	Fourth week.....	Thirty four	(34)
	Fifth week.....	Thirty four	(34)
	Sixth week.....	Forty eight	(48)
	Seventh week.....	Thirty eight	(38)
	Eight week-----	Thirty eight	(38)

(b) The workday shall consist of ten (10) consecutive hours.

(c) The worknight shall consist of fourteen (14) consecutive hours.

(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. Starting & quitting time. Starting time for the workday will be at 8AM and will end at 6PM. Starting time for the worknight will be at 6PM and will end at 8AM.

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ARTICLE IX - REGULAR VACATION

SECTION 1. The present rotating system now in effect shall be maintained.

SECTION 2. 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.

SECTION 3. Vacation time shall be approximately from the middle of May 1970 to the middle of October 1970. Any changes outside of these dates must be put in writing for approval to the Chief of Department.

SECTION 4. The vacation system shall be posted on bulletin boards in all fire houses for all groups with changes by March 1, 1970.

ARTICLE X - HOLIDAYS

SECTION 1. As of June 1, 1970 the following days shall be considered holidays and all employees shall be given a day or nite tour of duty off for each of the said days. WORKED 5 1

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|------------------|--------------|
| New Years Day | Labor Day |
| Easter | Thanksgiving |
| Independence Day | Christmas |

SECTION 2. The granting of the time shall be subject to the discretion of the Chief of Department as to the availability of manpower, and shall not be accumulated at the end of the year.

ARTICLE XI - CLOTHING ALLOWANCE

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

ARTICLE XII - MUTUAL AID

SECTION 1. 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 & benefits from the Township of Weehawken in addition to his pension rights & benefits.

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ARTICLE XIII - PENSIONS

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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 ^{XIV}~~XIII~~ - UNIFORMS AND PERSONAL EQUIPMENT

SECTION 1. All uniforms and personal protective equipment listed below shall be purchased and maintained by the employee.:

- (a) Dress Uniforms -----blouse, pants, shirts, caps, tie, etc.
- (b) Work Uniforms -----jackets, pants, shirts, caps, shoes, gloves, etc.
- (c) Protective Gear-----helmets, rubber boots, rubber coats, etc.

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.

SECTION 4. Any changes in the present uniform: work, dress, or protective, the initial cost will be borne by the Township.

ARTICLE XV - MEDICAL SURGICAL PLAN

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.

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Uniforms

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ARTICLE XVI - LONGEVITY

SECTION 1.	1-3 years service	no credits
	4-8 years service	2% of base pay
	8-12 years service	4% of base pay
	12-16 years service	6% of base pay
	16-20 years service	8% of base pay
	20 years service	10% of base pay
	NOT TO EXCEED 10%	

SECTION 2. When the employees anniversary dates fall, they will be paid accordingly starting the next January 1st.

SECTION 3. This longevity shall be paid bi-weekly as part of the employee's salary.

ARTICLE XVII - WAGES

Effective date - January 1st, 1970

Firemen 1st year of service	\$7,800.00
Firemen 2nd year of services	8,050.00
Firemen 3rd. year of service	8,300.00
Fire Captains	9,600.00
Fire Deputy Chiefs	10,275.00
Fire Chief	11,500.00

In addition, 1 Department Mechanic, and 1 Department Radio Technician all at a salary of \$9,600.00, effective July 1, 1970.

Any additional help needed for these men, the assistants will be paid by voucher, said sum to be determined by Township and Chief of Department.

ARTICLE XVIII - OVERTIME

SECTION 1. 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 department, manpower shortage, recalls on fires, snow duty, or other unforeseen reasons.

SECTION 2. 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.

SECTION 3. 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.

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SECTION 4. 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 inline to work.

SECTION 5. All over time shall be considered as part of members salary and shall be so paid.

SECTION 6. Overtime working groups.

- (a) (a) When the overtime is for a fire, the present system of calling the next working group shall be maintained.
- (b) When the overtime is for a complete day or nite 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 nites call Group D
Group B working nites call Group A
Group C working nites call Group B
Group D working nites call Group C

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

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ARTICLE XIX - SENIORITY VACATIONS

SECTION 1. First 7 years of service inclusive - none.
8 to 15 years of service inclusive - 2 working days.
16 to 20 years of service inclusive - 4 working days.
21 years of service and up - 6 working days.

SECTION 2. 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 Department.

SECTION 3. Seniority vacations shall be posted on bulletin boards in all fire houses for all groups by February 1, 1970.

ARTICLE XX - 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 XXI - 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.

- (a) Clean linen shall be provided every two weeks.
- (b) Mattresses and pillows shall be replaced as their wear deems necessary.

ARTICLE XXII - 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. No disparity shall exist between police and fire department.~~

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ARTICLE XXIII - 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 XXIV - 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 any other Statute or provision of Law.

SECTION 2. The Township will not during the term of this Agreement change any conditions set forth here-in except by the methods provided here-in, or will the Township in any manner cause, order, approve, participate in or condone any lock-out.

ARTICLE XXV - DURATION

SECTION 1. This Agreement shall be in full force and effect from January 1, 1970 to and including December 31, 1970.

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, 1970 passes, then the duration of this Agreement shall extend until the signing of the new Agreement.

SECTION 3. Full contract negotiations for the 1971 contract shall begin on December 1, 1970.

In Witness Whereof the parties have caused their names to be signed on this 22 day of OCT 1970.

The Township of Weehawken, N. J.

By *Stanley J. Iacono*
Mayor Stanley J. Iacono

Witness _____

Local #26, Firemen's Mutual Benevolent Association

By *Frank Crossan*
Frank Crossan

By *William Bradley*
William Bradley

By *Alphonse Pagnotta*
Alphonse Pagnotta
Executive Board Contract Committee

Witness _____

Attest *J. J. ...*
Township Clerk