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AGREEMENT
BETWEEN THE CITY OF PATERSON
AND FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
LOCAL NO. 2

RUTGERS UNIVERSITY

74-76

PREAMBLE

This Agreement, effective as of the first day of January, 1974, by and between the City of Paterson, situated in the County of Passaic, State of New Jersey, hereafter referred to as the City, and Local No. 2 Firemen's Mutual Benevolent Association, hereafter referred to as the F.M.B.A. is designed to maintain and promote a harmonious relationship between the City and such of its employees of the uniformed Fire Department 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

Section 1. Recognition

The City recognizes the F.M.B.A. Local No. 2 as the sole and exclusive bargaining agent for the purpose of establishing salary, hours, and other conditions of employment for all the members of the unit established as follows: all paid full time uniformed Firemen and Linemen.

Section 2. Management Rights

The F.M.B.A. Local No. 2 recognizes that it is the responsibility of the City to maintain discipline and efficiency within the Paterson Fire Department, and that said Department has the right of management to hire, discipline, and discharge employees for just cause as provided for in the rules and regulations of the Paterson Fire Department, subject to the right of appeal to the Civil Service Law, and/or the Municipal Code, and Chapter 123 of P.E.R.C. as amended January, 1975.

ARTICLE II

F.M.B.A. BUSINESS LEAVE

Section 1. Release Time - Negotiations

The City agrees to give released time with pay, not to exceed five (5) members designated to meet with the City for the purpose of negotiating an Agreement.

Section 2. Release Time - Membership Meeting

The City will give released time with pay to the one (1) member designated by the F.M.B.A. Local No. 2, to attend local or state membership meetings of the F.M.B.A. The member designated shall give reasonable notice (24 hours) to the Chief of the Fire Department that he will attend a meeting.

Section 3. Release Time - F.M.B.A. Convention (11:26-C-4)

The City will give release time with pay to duly authorized, elected representatives to attend the State F.M.B.A. Convention in accordance with N.J.S.A. 11:26-C-4. The Chief of the Department will be given names of delegates at least sixty (60) days prior to the Convention.

Section 4. Release Time - President

The City agrees to give released time with pay to the President of the F.M.B.A. or his designated representative to conduct official business necessary for the performance of the duties of his respective office, provided such released time does not interfere with the emergency requirements of the Fire Department and a request is made to the Fire Chief in advance of such leave.

Section 5. Release Time Grievance Committee

The City will give released time with pay to the members of the grievance committee after they first report to their respective companies and commanding officers. The released time shall only be given to the members of the committee for the purpose of meeting with the Chief of the Fire Department, The Director of Public Safety, or any other representative of the City for the purpose of adjusting grievances and disputes between the F.M.B.A., Local No. 2 and the City.

Section 6. The Grievance Committee

The F.M.B.A. Local No. 2 Grievance Committee shall consist of the President or his designee by written appointment, and the grievance representative who responded to or reported the grievance and the aggrieved.

ARTICLE III
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, and not included by Rules and Regulations.

ARTICLE IV
GRIEVANCE PROCEDURES

Section 1. Definition

a. Grievance - The term grievance shall be defined as a dispute between the parties to this Agreement, involving the interpretation or application of any provisions of this Agreement and in accordance with P.E.R.C. Law #123 as amended, Laws of January 20, 1975.

b. Days - The term "days" when used in this Agreement shall, except where otherwise indicated, exclude Saturdays and Sundays.

Section 2. Procedure

a. It is important that grievances be processed as rapidly as possible. The number of hours or days indicated at each step should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed, the time limits given below may be extended.

b. Failure at any step of this procedure to communicate to the aggrieved employee or Local No. 2 the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step of the grievance procedure. Failure to announce an appeal of a grievance to the next step within the specified time limits shall terminate the grievance.

Section 3. Grievance Steps

In the event of a grievance, either party shall have the right to resolve the grievance in the following manner:

Step A. Immediate Supervisor

Any employee covered by this Agreement, who feels himself to have a grievance shall, with his Grievance Representative, take up the grievance with the employee's immediate supervisor within fifteen (15) days after its occurrence, or within fifteen (15) days of the date upon which the employee or his representative became aware of such occurrence. If the grievance is not taken up by the employee or his representative within the allotted fifteen (15) days, the grievance shall be deemed waived. The immediate supervisor shall attempt to adjust the grievance on an oral or informal basis within three (3) days.

Step B. Tour Commander and/or Deputy Chief

If the grievance is not settled at Step A, the employee and his representative shall, within three (3) days after the response of the immediate supervisor is received, take the grievance up with the Tour Commander and/or the Deputy Chief of his tour on an informal basis. The Tour Commander and/or The Deputy Chief shall have three (3) days within which to attempt to resolve the grievance.

Note - A and B Steps shall be waived when the grievance concerns an order or directive which comes directly from the Chief of the Fire Department or his designee.

Step C. Fire Chief

If the grievance is not settled at Step B, the written grievance shall be forwarded to the F.M.B.A. Local No. 2 Grievance Committee, the aggrieved employee and to the Fire Chief within three (3) days. The Fire Chief or his designated representative shall discuss the grievance with the Grievance Committee and answer the grievance in writing within five (5) days of its receipt to the President of the F.M.B.A. #2 and the Grievance Committee.

Step D. Director of Public Safety

If Step C fails to produce a settlement of the grievance, the grievance shall be presented in writing to the Director of Public Safety by the aggrieved or the Grievance Committee within three (3) days. The Director of Public Safety or his designee shall respond in writing within ten (10) days of the receipt of the grievance to the aggrieved and the Grievance Committee.

Step E. Arbitration Submission

If Step D fails to produce a settlement of the dispute, either party may take the dispute to arbitration upon service of written notice to the other party of its intention to do so. This notice shall be served within ten days from the conclusion of Step D. Otherwise the right of arbitration of such dispute shall be deemed waived and the grievance shall be considered closed with no further appeal. The F.M.B.A. Local No. 2 Grievance Committee shall determine that the grievance or dispute is meritorious.

The selection of an arbitrator and the arbitration shall be in accordance with the rules and procedures of the Public Employment Relations Commission. When P.E.R.C. cannot furnish an arbitrator and a hearing date within 30 days of such request, the American Arbitration Association may be selected by either party within five (5) calendar days to supply an arbitrator. In such instance the rules and procedures of the American Arbitration Association shall prevail. The arbitrator's decision shall be final and binding on both parties. Costs of the arbitrator shall be shared equally by the City and the F.M.B.A.

The arbitrator's decision shall be final and binding on all parties and the cost of the arbitrator's fee shall be shared equally by the City and the F.M.B.A. #2. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusion on the issues.

ARTICLE V
MANPOWER

Section 1.

a. The City and the F.M.B.A. agree that it is desirable to protect the health and safety of the employees in the Fire Department. Wherever possible three (3) firemen and one officer shall be assigned per apparatus.

b. Nothing in this Article shall require the City to hire additional personnel or require the assignment of employees on an overtime basis.

c. Grievances on the number of personnel assigned per apparatus will terminate at Step D of the grievance procedure.

Section 2. Salary & Longevity

Salaries for members shall be paid in accordance with the salary ordinance effective

Effective July 1, 1974 - increase base \$500.00

Effective April 1, 1975 - increase base \$500.00

Effective October 1, 1975 - increase base \$650.00

Effective April 1, 1976 - increase base \$600.00

Effective July 1, 1976 - increase base \$650.00

The increases due April 1, 1975 and thereafter, shall be made a part of the salary effective the next complete payroll period following the dates shown.

Salaries shall be paid in accordance with the schedule set forth below:

	<u>EFFECTIVE</u>				
	<u>7/1/74</u>	<u>4/1/75</u>	<u>10/1/75</u>	<u>4/1/76</u>	<u>7/1/76</u>
Fireman-Probationary-6 mos.	10,450	10,950	11,600	12,200	12,850
Fireman-First 6 mos. of service after prob. period	10,803	11,303	11,953	12,553	13,203
Fireman-at completion of 1 year service	11,156	11,656	12,306	12,906	13,556
Fireman-at completion of 2 years service	11,509	12,009	12,659	13,259	13,909
Fireman-at completion of 3 years service and every year thereafter	11,863	12,363	13,013	13,613	14,263

Existing Ordinances pertaining to vacation, longevity, and education shall remain in effect for the duration of this contract.

Section 3. Probationary Period

To enable the City to exercise sound discretion in the filling of positions within the Fire Department, no appointment to the position of fireman in the Fire Department shall be deemed final and permanent until after the expiration of a period of six (6) months probationary service. During the probationary period of any employee, the City may terminate the employment of

such employee, if during this period upon observation and consideration of his performance of duty, they shall deem him unfit for such appointment. Nothing contained herein shall be used to deny any employee of any rights or any benefits to which he may be entitled under the pension provisions of the New Jersey Police and Firemen's Pension System covering the employees of the Fire Department and provided same complies with the Civil Service regulations.

Section 4.

A Civil Service list shall be maintained at all times. A vacancy occurring in any position covered by this Agreement shall be filled within ninety (90) days.

ARTICLE VI
WORK WEEK

Section 1.

The work week shall be an average forty-two (42) hour week.

Section 2.

Overtime will be paid at straight time at a rate determined by dividing the bi-weekly gross pay by 84 hours as follows:

Effective January 1, 1975:

A. An assigned tour of duty over and above the regular work period will be paid from the first minute.

Effective the next complete payroll period following July 1, 1975:

B. Overtime, at the end of a regular tour of duty, will be paid by compensatory time off in multiples of fifteen minutes rounded to the nearest quarter of an hour.

C. Recall after a regular tour of duty shall be paid from the first minute in multiples of fifteen minutes rounded to the nearest quarter of an hour, except the overtime will be paid at straight time in cash by December 31st if the Association members have not received equivalent time off.

ARTICLE VII
DUES CHECK-OFF

Section 1.

The City agrees to check off employee dues and assessments uniformly arrived at upon written authorization on the part of such employees. The City agrees to pay such money to the duly elected Treasurer of the F.M.B.A. following the second pay period of each month.

Section 2.

The City agrees that the F.M.B.A. is entitled to a service fee from each member of the Fire Department who is covered by this Agreement. Upon the passage of permissive legislation, F.M.B.A. shall be solely responsible for collecting said fees.

ARTICLE VIII
MODIFICATION OF AGREEMENT

Section 1.

Individual terms and conditions of this Agreement may be amended, modified, or terminated by mutual consent of the City and the F.M.B.A. membership during the life of this Agreement.

ARTICLE IX
F.M.B.A. (ACTIVITY PROTECTED)

Section 1.

No member of the F.M.B.A. or the bargaining unit shall be discriminated against for his activities associated with or related to the bargaining unit.

Section 2.

Proposed new rules or modifications of existing rules governing working conditions shall be reviewed and discussed with the majority representative before they are established.

Section 3.

a. It is recognized that the free flow of information and guidance of F.M.B.A. members is essential to maintain good order within the bargaining unit and the Fire Department. Therefore, F.M.B.A. representatives shall be permitted to meet with and conduct F.M.B.A. business with employees who are on duty in the fire stations. This practice shall not be abused.

b. To prevent undue disruption of work, no individual shall be permitted to solicit on duty employees or enter or cause to be distributed in any

firehouse materia which is not approved by the F. I. A. President.

c. It is understood that this agreement is a lawful document binding on both parties, their representatives and members of the bargaining unit. Violations of this Agreement will constitute grounds for recommending disciplinary action by either party at an appropriate level.

ARTICLE X
LEAVE OF ABSENCE

Section 1. Without Pay

Any employee may be granted leave without pay for a period not to exceed six (6) months with the approval of the Director of Public Safety.

Section 2. Leave with Pay

Any employee covered by this agreement may be granted leave with pay for up to four (4) hours to attend to sudden emergencies involving his well being or that of his family with the permission of his Tour Commander. Leaves in excess of four (4) hours must be approved by the Fire Chief or his designated representative.

Section 3. Funeral Leave

a. Employees shall be granted leave with pay for the death of a wife, husband, child, father, mother, brother or sister, father-in-law, or mother-in-law, grandmother, grandfather or foster children. Said leave shall be from the date of death until the day after the funeral, when the member shall report for duty. Day after funeral ends 5:59 P.M.

b. Employees shall be granted up to one (1) day for the death of a brother-in-law or sister-in-law or a blood relative not included in Section A above.

c. Funeral leave is for the sole purpose of arranging and attending funeral services.

d. Official notice of death shall be furnished to the employer by the employee upon request.

e. Special leave may be arranged with the approval of the Chief of the Fire Department for unusual circumstances for the burial of a family member included in paragraph A above.

ARTICLE XI
SAVINGS CLAUSE

a. This Agreement and all provisions herein are subject to all applicable laws, and in the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect as if the invalid or illegal provision had not been a part of this Agreement.

b. If any such provisions are invalid, the City and the F.M.B.A. shall meet as soon as possible for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XII
BULLETIN BOARDS

Section 1.

It is agreed that the F.M.B.A. is entitled to the use of all official fire department bulletin boards for the purpose of posting notices to its members, provided that such notices shall be clearly identified as F.M.B.A. notices and approved by the President of the F.M.B.A.

Section 2.

To prevent tampering or improper use of these bulletin boards, the F.M.B.A. may provide them with clear faced locking mechanisms. Keys shall be provided to the Fire Chief or his designated representative.

ARTICLE XIII
SENIORITY

Seniority shall be based upon date of permanent appointment as a member of the Paterson Fire Department.

ARTICLE XIV
BAN ON STRIKES

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 ~~F.M.B.A.~~, its officers, members, agents, or principals will not engage in, encourage, sanction, or suggest, strikes, slowdowns, lockouts, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

Section 2.

The City shall have the right to discipline or discharge any employee encouraging, suggesting, formenting, or participating in a strike, slowdown or other such interference.

Section 3.

The F.M.B.A. Local #2 shall not be held liable for unauthorized acts of unit employees.

ARTICLE XV
TRANSFERS

Section 1.

a. Definition. A transfer shall be defined as a permanent change from one fire company or tour to another fire company or tour or any department in the Fire Department.

b. The transfer of the fire fighters shall be solely the responsibility of the Fire Chief or his designated representative, except that nothing in this Section shall prohibit a Fire Fighter from requesting, in writing, a transfer to a new or vacant position for which he qualified. When transferring a Fire Fighter covered by this Agreement, the Fire Chief or his designated representative shall base his decision on the following criteria:

1. The needs of the Department
2. Qualifications
3. Experience
4. Performance
5. Special training or skills
6. Request for transfer

If, in the judgment of the Fire Chief or his designated representative, two or more Fire Fighters are equal according to the above criteria, preference

shall be given to the Fire Fighter who has the greatest amount of seniority as defined in Article ~~XIII~~

c. The decision of the Fire Chief or his designated representative pursuant to Section B of this Article will be grievable if the member feels the decision was made in an arbitrary or capricious manner.

ARTICLE XVI
RULES AND REGULATIONS

The City may establish and enforce reasonable rules and regulations in connection with its operations of the Fire Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Said rules and regulations shall be reviewed and discussed with the Chief or his designee at a time mutually agreeable with the parties by or before July 1975 by a committee consisting of no more than four members of F.M.B.A. #2.

ARTICLE XVII
MUTUAL SWAPS

a. Captains shall have the right to approve tour exchange subject to the disapproval of the Fire Chief of the Department or his designee.

b. No more than two swaps per company within a company at one time.

ARTICLE XVIII
ACTING OFFICER

A. Whenever any member is to serve as in an acting capacity in a higher classification, such employee upon completion of thirty (30) consecutive calendar days in such capacity shall receive the rate of pay of that classification. Management shall not arbitrarily relieve a man from an acting assignment to prevent his serving the required number of days under this section.

ARTICLE XIX
TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 1974 through and including the 31st day of December, 1976. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing not less than sixty (60) days prior to such expiration date.

ARTICLE XX
REOPENER CLAUSE

The City agrees that the F.M.B.A. #2 shall have the right to reopen negotiations on the items listed below on or after July 1, 1975, with a meeting date no later than July 31, 1975. The fringe issues listed in paragraphs A & B shall not be subject to fact finding.

- a. Clothing Allowance
- b. Terminal leave or severance pay

IN WITNESS WHEREOF, the parties have caused their names to be signed
on this day of , 1975.

THE CITY OF PATERSON
(New Jersey)

FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION, BRANCH NO. 2

By: James D. Wistr
Bus. Adm

By: Joseph White
Michael Rose

ATTEST:
[Signature]