

3-0053

20-20

A G R E E M E N T

Between

THE TOWN OF WESTFIELD

And

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, BRANCH #30

12/28/1971

This Agreement made as of the 28th day of DECEMBER, 1971, by and between the TOWN OF WESTFIELD, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Town" and the FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, BRANCH #30, hereinafter referred to as the "FMBA";

WHEREAS, the parties hereto have entered into collective negotiations and desire to reduce the results thereof to writing;

NOW THEREFORE, is mutually agreed as follows:

ARTICLE I

RECOGNITION

The Town hereby recognizes the FMBA as the sole and exclusive representative for purposes of collective negotiations for all members of the Fire Department of the Town, but excluding the Chief of the Fire Department.

ARTICLE II

PAYROLL DEDUCTION OF FMBA DUES

Section 1. In accordance with N.J.S.A. 52:14-15.9e, the Town agrees to deduct from the salaries of members of the department represented by the FMBA, dues for membership in the FMBA provided the member files an appropriate written authorization with the Town. The deductions will be made twice each year, during the months of December and June.

The dues so deducted will be transmitted to the FMBA Treasurer. The FMBA shall certify to the appropriate Town official in writing the current rate of membership dues.

Section 2. The FMBA agrees that it will indemnify and save harmless the Town against any actions, claims, loss or expenses in any manner resulting from action taken by the Employer at the request of the FMBA under this Article.

ARTICLE III

MANAGEMENT PREROGATIVES

It is understood and agreed that the Town possesses the sole right to conduct the Town's business, to manage and direct the affairs of the Fire Department, to fulfill its lawful obligations and that all management rights repose in it.

It is further agreed and understood that all rights of management are retained by the Town unless otherwise specifically restricted by this Agreement.

ARTICLE IV

NO STRIKE

During the term of this Agreement the FMBA agrees that there shall be no strikes, work stoppages, job actions or slowdowns of any kind.

ARTICLE V

FMBA SECURITY

The parties hereto agree that the conduct of the internal affairs of the FMBA is the sole responsibility and right of the officers and members of the FMBA.

The Town and the FMBA agree not to discriminate against, interfere with, or coerce any member of the Department in the exercise of his right to form, join and assist the FMBA or to refrain from any such activity.

ARTICLE VI
GRIEVANCE PROCEDURE

Section 1. Any dispute involving the interpretation or application of any of the provisions in this Agreement shall be a grievance and shall be settled and determined according to the following procedure which must be followed:

Step 1. An employee with a grievance shall first discuss it with his immediate supervisor, either directly or through the FMBA's designated representative for the purpose of resolving the matter informally.

Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 1, he may file a grievance in writing with the Chief of Fire Department or his designated representative. A hearing on the grievance shall be held between the Chief of Fire Department or his designated representative and the aggrieved party and the FMBA's designated representative. Those parties present at Step 1 may be present at Step 2. The Chief of Fire Department will render a final decision in writing within ten (10) working days.

Section 2. The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement.

Section 3. Any grievance not presented under the grievance procedures described herein within three (3) working days of the occurrence of the condition giving rise to the grievance shall not thereafter be considered a grievance under this Agreement

RECEIVED
MAY 1 1971
FIRE DEPT

SCHEDULE A
SALARY SCHEDULE

Effective January 1, 1971

The annual salaries of the Fire Department shall be as follows:

Dep. Chief of Fire Dept. -----	\$12,585.00
Captain of the Fire Dept. -----	11,795.00
Lieutenant of the Fire Dept. -----	11,470.00
Firemen for the probationary period of one year -----	9,575.00
Firemen for the second year from the date of appointment -----	9,910.00
Firemen for the third year from the date of appointment -----	10,250.00
Firemen for the fourth year from the date of appointment -----	10,585.00
Firemen for the fifth year and all subsequent years from the date of appointment -----	10,950.00

ARTICLE X

DURATION

This Agreement shall become effective on January 1, 1971
and shall terminate on December 31, 1971.

Attest:

By

Jay C. Wieland

TOWN OF WESTFIELD

By

Don Snyder

FIREMEN'S MUTUAL
BENEVOLENT ASSOCIATION,
BRANCH #30

By

John Castellano