

Contract # 22

09-11

AGREEMENT

BETWEEN

Weehawken Township

TOWNSHIP OF WEEHAWKEN

-and-

FIREMEN'S MUTUAL BENEVOLENT  
ASSOCIATION, LOCAL NO. 26

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JANUARY 1, 1985 through DECEMBER 31, 1986

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LAW OFFICES:

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PREAMBLE

THIS AGREEMENT, made this            day of  
by and between the TOWNSHIP OF WEEHAWKEN, a body politic and  
corporate of the State of New Jersey hereinafter referred to  
as "The Employer", and the FIREMANS MUTUAL BENEVOLENT ASSOCIATION,  
LOCAL NO. 26; HEREINAFTER REFERRED TO AS THE "FMBA" or "Association."

WHEREAS, the Employer and the FMBA recognize that it will be  
to the benefit of both to promote mutual understanding and foster  
a harmonious relationship between the parties to the end that  
continuous and efficient service will be rendered to and by  
both parties.

NOW THEREFORE, it is agreed as follows:

ARTICLE I  
ASSOCIATION RECOGNITION

A. The Township hereby recognizes the FMBA as the exclusive representative and bargaining agent for the bargaining units, consisting of all uniformed fire personnel within the Weehawken Fire Department, below the rank of Deputy Chief.

B. The term "Employee" as used herein shall be defined to include the plural as well as the singular and to include female as well as males.

C. There is in existence 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 prior to July 1, 1982 or thereafter by the Director of Public Safety or his designated representative. The General Order Book 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.

D. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State or Federal Laws.

E. The Employer and the FMBA hereby agree that the FMBA has the right to negotiate as to the rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustments of disputes and grievances, and all other related matters not excluded by law.

ARTICLE II  
EMPLOYEE BASIC RIGHTS

A. Pursuant to Chapter 303, Public Laws, 1968, the Employer hereby agrees that every employee shall have the right to organize, join and support the FMBA for the purpose of engaging in collective negotiations. As a body exercising governmental power under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerced any Employee in the enjoyment of any right conferred by Chapter 303, Public Laws, 1968, or other Laws of New Jersey or the Constitution of New Jersey and of the United States.

B. The Employer further agrees that it shall not discriminate against any Employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the FMBA, his participation in any activities of the FMBA, collective negotiations with the Employer, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

ARTICLE III

INSURANCE

A. The Employer will defend and indemnify all Employees covered under this Agreement in order to protect them from suits arising out of performance of their duties.

ARTICLE IV  
ASSOCIATION REPRESENTATIVES

A. The Employer recognizes the right of the Association to designate representatives and alternates for the enforcement of this agreement..

B. The Association shall furnish the Employer in writing the names of the representatives and the alternates and notify the Employer of any changes.

C. The authority of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

- (1) The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
- (2) The transmission of such messages and information \* which shall originate with, and are authorized, by the Association or its officers.

D. The designated Association representatives shall be granted reasonable time with pay during working hours to investigate and seek to settle grievances and to attend all meetings and conferences on collective negotiations with Township officials provided the Association gives reasonable notice to the Township in advance and receives the approval of the Public Safety Director whose approval shall not be unreasonably withheld.



ARTICLE V  
RIGHTS OF EMPLOYEES

A. Members of the Association hold a unique status as public employees in that the nature of their employment involves the exercise of a portion of the fire department power of the municipality.

B. The security of the community depends to a great extent on the manner of contacts and relationships with the public.

C. The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public.

Out of these contacts may come questions concerning the actions of the members of the Association.

These questions may require investigation by the Director of Public Safety or other management personnel.

In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the Association shall be at a reasonable hour, preferably when the member of the Association is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogations shall take place at a location designated by Management personnel.

3. The member of the Association shall be informed of the nature of the investigation before any interrogation commences including the name of the complainant. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the Association is being interrogated as a witness only, he should be so informed at the initial contact.

4. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

5. The member of the Association shall not be subject to any offensive language, nor shall be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions nor shall any threat or promise be made to induce silence. Where the Employer elects to record the interrogation, he shall provide the Employee with a transcription thereof free of charge.

6. At the sole expense of the FMBA and not to unreasonably delay the investigative procedure, the complete interrogation of the member of the Association shall be recorded mechanically or by a department stenographer. There will be no "off-the-record" questions. All recesses called during the questioning shall be recorded.

7. If a member of the Association is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

Rights of Employees (continued)

8. In all cases, and at every stage of the proceedings, in the interest of maintaining the usual high morale of the Association, the Department shall afford an opportunity for a member of the Association, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the Association.

9. Nothing herein shall be construed to deprive the Department or its Director of the ability to conduct the operations of the Department and nothing in the foregoing to the contrary shall be construed to excuse or delay the prompt execution and delivery of Department routine reports.

10. An employee shall be permitted to have an Association representative present during any interrogation.

ARTICLE VI

SALARIES

A. During 1985, the following salary guide will be in effect:

	January 1, 1985	July 1, 1985
(a) Fireman, starting salary	\$18,961	\$19,720
(b) Fireman, End of 1st year	\$20,579	\$21,402
(c) Fireman, End of 2nd year	\$21,934	\$22,811
(d) Captain	\$27,514	\$28,614
(e) Battalion Chief	\$32,191	\$33,478

B. During 1986 the following salary guide will be in effect:

	January 1, 1986	July 1, 1986
(a) Fireman, Starting Salary	\$20,706	\$21,741
(b) Fireman, End of 1st year	\$22,472	\$23,595
(c) Fireman, End of 2nd year	\$23,951	\$25,149
(d) Captain	\$30,044	\$31,547
(e) Battalion Chief	\$35,151	\$36,910

C. To compute the base hourly rate of an Employee for overtime or other purposes, the Employee's yearly base salary and his annual longevity payment shall be added together and then divided by 2184 hours.

ARTICLE VII

WORK DAY, WORK WEEK AND OVERTIME

A. Work in excess of an employee's basic work day or work week shall be considered as overtime and paid at the rate of time and one-half.

B. Overtime shall be paid to the employees in the pay period immediately following the employee's earning of such overtime.

C. Each compensated hour beyond 38 hours per week shall be paid at the time and one-half rate.

D. Members kept on duty past their relief time shall receive a minimum guarantee of two hours pay at the appropriate rate under this Article.

E. A duty roster 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, or no answer, sickness or vacation period.

ARTICLE VIII

COURT TIME

A. Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other Courts or Administrative Bodies on departmental related matters.

B. All such required court time shall be considered as overtime and shall be compensated at time and one-half. Overtime will be only paid for off-duty court-time.

C. When an Employee covered under this Agreement shall be required to travel to and from any of the Court or Administrative Bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled, provided, however, that such travel time shall be computed between the Employer's Fire Department headquarters and the pertinent court or administrative body.

D. The amount of overtime to which an Employee may be entitled under this Article shall be the actual time required including waiting time in the Court or Administrative Body, together with any applicable travel time, provided, however, that the Employee's entitlement to overtime under this Article shall not be less than two (2) hours of overtime pay.

ARTICLE IX

RECALL

A. Any employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half the straight time hourly rate of pay with a minimum guarantee of four (4) hours of work or pay in lieu thereof.

*3-12-85*  
*RJW*  
*WUP*  
B. In the event the employee is required to work overtime contiguous with his shift the employee shall be entitled to a minimum guarantee of two (2) hours pay at the premium rate.

ARTICLE X

LONGEVITY

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

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

Not to exceed 10%

B. Longevity will be computed and added to the base salary twice annually, March 1 payable in second pay in March, and September 1 payable in second pay of September. It will be paid bi-weekly as part of the employee's salary.



ARTICLE XI

UNIFORMS

A. The Employer will pay each Employee the sum of Four Hundred Twenty-Five (\$425.00) Dollars as an annual clothing maintenance allowance which shall be payable no later than November 15th annually.

B. Whenever the Employer determines that it desires to change the uniform or any part thereof, it shall be the employer's obligation to provide to each employee such modified or changed uniform free of charge. Utilization of this Paragraph shall not diminish the allowance set forth in this Agreement.

C. The term uniform as utilized in this Article shall mean both dress uniform and work uniform.

D. Uniforms damaged in the line of duty shall be replaced at Township expense except where such damage can be shown to be the result of the employee's negligence.

ARTICLE XII

WORK IN HIGHER RANK

Whenever any Fireman or Captain is required to serve as an acting Captain or Acting Battalion Chief or Acting Deputy Chief to fill a permanent vacancy, such employee shall receive

*-12-85*  
*8/11*  
*(conf)* the rate of pay of said position after having served in this for thirty (30) days. If an employee works in a higher position for capacity for sixty (60) or more consecutive calendar days,

he shall receive salary retroactive to the first day for higher position. Vacancies shall be filled by choosing eligible employees from a Civil Service List.

ARTICLE XII  
WORK IN HIGHER RANK

Whenever any Fireman or Captain is required to serve as an acting Captain or Acting Battalion Chief or Acting Deputy Chief to fill a permanent vacancy, such employee shall receive

*-12-85  
A-77*  
*(conf)* the rate of pay of said position after having served in this for thirty (30) days. If an employee works in a higher position for capacity for sixty (60) or more consecutive calendar days,

he shall receive salary retroactive to the first day for higher position. Vacancies shall be filled by choosing eligible employees from a Civil Service List.

ARTICLE XIII

VACATION

A. The vacation schedule shall be as follows:

Firemen, Starting Salary to End of Second year	7 working tours per annum
Captain	8 working tours per annum
Battalion Chief	9 working tours per annum

B. For employees hired after July 1, 1981 the vacation schedule shall be as follows:

1. 0-1 years	4 working tours per annum promoted to the date of hire
2. 1-5 years	5 working tours per annum
3. 5-15 years	6 working tours per annum
4. 15 + years	7 working tours per annum
5. Captain	8 working tours per annum
6. Signal Sup't.	4 weeks vacation per annum

C. When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of Fire Department activity, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year.

D. No Employee who is on vacation shall be recalled except in a case of the full mobilization of the Public Safety Committee or its designee to meet a clear and present danger confronting the Employer.

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

1. When there exists an opening in the heart of the summer vacation, the firemen who have the 6th and 5th vacation period, and in that order, shall be offered first choice to fill the opening. Seniority is the next deciding factor. Each fireman shall be entitled to four (4) prime days (mid-June through mid-September). Any additional prime days will require approval of the Director.

2. Regular vacation time shall start approximately from the middle of May. Any changes outside of these dates must be put in writing for approval to the Director of Public Safety.

3. The vacation system shall be posted on bulletin boards in all fire houses for all groups with changes by or before mid January. Requests for vacation changes will be permitted for two weeks after schedule is posted. Once the two (2) week period is up, changes will be made on a first come, first serve basis.

4. During Spring and Fall periods, only one man shall be permitted off.

5. Rotation for Spring and Fall as well as extended Spring and Fall will be on an odd-even rotation basis.

6. Employees will be entitled to bank forty-eight (48) hours time per year which can be taken in cash or time upon separation from service.

7. Early vacation shall be from February 3rd through March 17th and March 21st through May 4th.

8. Seniority list signed off by the parties on December 19, 1984 shall be used for vacation selection.

9. The early Spring vacation slot on the group that works Easter or Easter Sunday shall leave that slot open for holiday choice. That slot shall receive the first early Spring vacation in that year. The vacation for that group will start four (4) tours earlier.

F. SENIORITY VACATIONS:

1. One seniority vacation day may be saved and used by employees for holiday. Said time to be rotated by seniority. No more than 2 men on each shift shall be eligible to take the additional day at the same time. Employees may select Christmas Eve, Christmas, New Year's Eve, and New Year's Day, Easter, and Thanksgiving as seniority vacation days but the selection of same shall be rotational.

2. Seniority vacations shall be granted as follows: \*

a. First 7 years of service, inclusive, none. Eight to 15 years of service, inclusive, one 24-hour tour. Sixteen to 20 years of service, inclusive, two 24-hour tours. Twenty-one years of service and up, three 24-hour tours.

b. These days will be taken outside of the scheduled vacation period. Any changes outside of these dates must be put in writing for approval, to the Director of Public Safety. Seniority shall be picked in a block, if broken the employee receives one selection and then is required to wait for next rotation.

c. Seniority vacations shall be posted on bulletin boards in fire houses for all groups by February 1st or before.

d. All other time open after the scheduled vacations will be first open to seniority day choice.

G. TWENTY-FOUR HOUR COMP DAYS:

1. Once vacation and seniority selection is completed, comp days may be selected in the time period outside of any vacation periods.
2. Twenty-four (24) hour comp days shall not cause overtime.
3. Twenty-four (24) hour comp days are cancellable.
4. At employee's option the twenty-four (24) hour comp day may be taken as two (2) twelve hour days off. Such option may be used only from 0800 through 2000 hour.
5. Employees hired after January 1, 1985 shall not be eligible for twenty-four (24) hour comp day *during their first year of service.*

*(init)  
3-12-85*

ARTICLE XIV

HOLIDAYS

A. All employees covered by this Agreement shall be entitled to and will receive eleven (11) paid holidays per year (total of 88 hours) and three (3) compensatory days per year in time off (total of 24 hours).

B. The holiday time noted herein may be taken between January 1 and December 31 of each calendar year. Employees shall select their days off on the basis of seniority rotational basis. If the day picked is not available the first open date in the following year shall be taken by the member who did not receive his comp day.

C. The payment for holidays shall be made by the Township in May of each year and shall be in a separate check.

D. Holiday pay shall be computed by adding base salary plus longevity in accordance with existing practice, and divided by 1,664 hours; the sum multiplied by eight hours shall equal the pay for one holiday.

E. Two men may be off, however second employee can be recalled if overtime is caused due to manpower.

F. Seniority list signed off by the parties on December 19, 1984 shall be used for holiday selection.



ARTICLE XV

WORK INCURRED INJURY

A. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties. He shall be entitled to full pay of up to one (1) year. The time may be extended beyond one (1) year at the sole discretion of the Township.

B. Whenever an employee sustains a job connected injury or illness and such injury or illness requires hospitalization, the employee shall be permitted to receive appropriate hospital attention.

C. Any employee who is injured, whether slight or severe, while working, must make an immediate report prior to the end of the shift thereof to the immediate supervisor. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

D. The employee shall be required to present evidence by a certificate of a physician that he is unable to work and the Township may reasonably require the employee to present such certificate from time to time.

E. If the Township does not accept the certificate of the physician, the Township shall have the right at its own cost, to require the employee to obtain a physician examination and certification of fitness by a physician appointed by the Township.

ARTICLE XVI  
BEREAVEMENT LEAVE

A. All employees covered by this Agreement shall be granted leave with pay in the event of death in the immediate family of such employee.

B. Immediate family is defined for the purpose of this article to be spouse, children, father, mother, brother, sister, grandparents, aunts, uncles, and foster children of employee or spouse and other relatives residing in the employee's household.

C. In any event, each employee shall receive leave with pay from the day of death up to and including the day of funeral not to exceed two (2) 24-hour tours of duty for any of the aforementioned persons set forth in Paragraph B.

D. In addition, each employee shall be granted his day tour off to attend the funeral of close relatives. Close relatives shall consist of brother-in-law, sister-in-law, nieces, nephews and the employee must report for duty at 1800 hours of the same day. Such leave may be extended without pay at the discretion of the Director of Public Safety.

E. Reasonable verification of the event may be required by the Township.

F. Such bereavement leave is not in addition to any regular day off falling within the time of the bereavement.

ARTICLE XVII

MEDICAL INSURANCE

A. The Employer agrees to provide at its sole expense the New Jersey Health Benefits Plan coverage for all members of the FMBA who are Employees under this Agreement and their eligible dependents. This coverage shall include medical, surgical, Rider J and major medical.

B. The Township shall provide for retired employees of the instant unit and their respective dependents, Blue Cross and Blue Shield benefits including Rider J and Major Medical. However, these benefits and coverages shall be limited to unit employees who retire after 25 years of service or on disability pursuant to the Consolidated Police and Fire Retirement System subsequent to January 1, 1979; and the said benefits shall terminate when they qualify for Medicare.

C. If an Employee retires with less than twenty-five (25) years of service, then the Employee shall be entitled to continue the plan described above at his own cost and expense.

D. In addition to the above, the Employer agrees to provide the dental plan and prescription plan in effect in 1981. The Township has the right to change insurance carriers or institute self insurance programs so long as the equivalent benefits are provided.

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

ARTICLE XVIII

BULLETIN BOARD

A. The employer will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location at each Fire House and at the Dispatcher's Office.

B. The bulletin board shall be for the use of the Association for posting of notes and bulletins pertaining to the Association's business and activities or matters dealing with the welfare of Employees. No material <sup>(circled) 297 3-17-85</sup> offensive to the mission or purpose of the Fire Department shall be permitted to be posted on said bulletin board.

ARTICLE XIX

CEREMONIAL ACTIVITIES

A. In the event a fire fighter or fire officer in another department in the State of New Jersey is killed in the line of duty, the Employer will permit a least two (2) uniformed, off-duty FMBA members of the Department to participate in funeral services for the said deceased officer.

B. In the event a fireman or fire officer in another department in the State of New Jersey is killed in the line of duty, the Township, subject to the availability of same will provide a department fire vehicle to those off-duty employees wishing to attend same.

ARTICLE XX

PENSION

The Employer shall provide pension retirement benefits to Employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

ARTICLE XXI

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department.

C. This grievance procedure shall cover issues of application or interpretation of this Agreement and is meant to provide means by which employees covered by this Agreement may appeal the interpretation, application or violation of policies, agreement, administration decisions affecting them, and matters of safety affecting or impacting upon them.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The aggrieved or Association shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred or the grievant knew or should reasonably have known and an earnest effort

shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally.

Step Two: If no agreement can be reached orally within five(5) calendar days of the initial discussion with the immediate supervisor, the employee or the Association may present the grievance in writing within ten (10) calendar days thereafter to the Public Safety Director or his designated representative. The written grievance at this Step shall contain, without prejudice to either party, the relevant facts and a summary of the preceding oral discussion, the applicable Section(s) of this contract violated, and the remedy requested by the grievant. The Director of Public Safety shall respond, in writing to the grievance within five(5) calendar days of the submission.

Step Three: If the Association or the grievant wishes to appeal the decision of the Public Safety Director, such appeal shall be presented in writing to the Township Manager within five(5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Manager shall respond, in writing, to the grievance within fifteen (15) calendar days of the submission.

Step Four: If the grievance is not settled



through Steps One, Two, and Three, either party shall have the right to submit the dispute to arbitration within fifteen (15) days pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the Township and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance

procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

G. Employees covered by this Agreement shall have the right to process their own grievance without representation.

ARTICLE XXII

MUTUALS

Any employee may, with the approval of the Public Safety Director, which shall not be unreasonably withheld, be granted special leave with pay for any day on which he is able to secure another employee to work in his place. An employee must give the Public Safety Director or Shift Commander at least 72 hours notice in advance of such exchange, except in emergency. Under no circumstances will employees be permitted to exchange tours of duty if such exchange would entitle any employee to receive overtime as a result of the exchange provided no employee has to work two (2) consecutive shifts.

ARTICLE XXIII

DUES CHECKOFF & AGENCY SHOP

A. Upon presentation to the Employer of a dues check off card signed by individual employees, the employer will deduct from such employees' salaries, the amount set forth on said dues check off authorization card including assessments.

B. Thereafter, the employer will, as soon as practicable forward a check in the amount of all dues withheld for this purpose to the FMBA representative entitled to receive same. The said FMBA representative shall be appointed by resolution of the FMBA and certified to the employer by the FMBA.

C. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty(30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees, and assessments as certified

to the employer by the Union. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer.

D. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards and submitted by the Association to the Township or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

ARTICLE XXIV  
PERSONNEL FILES

A. A separate personal history file shall be established and maintained for each employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Director of Public Safety.

B. Any member of the Fire Department may by appointment review his personnel file but this appointment for review must be made through the Director of Public Safety or his designated representative. Each review shall be conducted in the presence of the Director of Public Safety or any management personnel and every employee shall be required to sign an entry record on the occasion of his review.

C. Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

D. All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

ARTICLE XXV

SAVINGS CLAUSE

It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

ARTICLE XXVI

SENIORITY

A. Except where otherwise specified in this Agreement, traditional principles of seniority shall apply to employees covered by this Agreement. Such principles shall apply to layoff, recall and any other similar acts.

B. Any transfers may be discussed with the FMBA representative and the designee and, where possible, seniority and ability to do the job will be considered, but the final decision will be that of the Director of Public Safety.

C. Any verbal order given by the Director of Public Safety or his designated representative which affects this Agreement or the normal operation of the Fire Department shall be followed by a written Order.

D. Seniority is defined to mean the accumulated length of service with the Township of Weehawken. Seniority is not counted for time when an employee is on a layoff. Time in service by date of appointment shall apply. A resignation and rehire creates a new hiring date. An employee's length of service shall not be reduced by time lost due to an injury or illness in the line of duty.

E. For selection of vacations and holidays only, the seniority list agreed to December 19, 1984 shall be utilized.



ARTICLE XXVII

LEAVE OF ABSENCE

A. An Employee desiring a leave of absence from his employment shall apply for same in writing and may be granted a maximum leave of absence for 180 days. Such leave of absence shall be without pay but the employee shall retain all seniority rights.

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ARTICLE XXVIII

SICK LEAVE

A. Sick leave is hereby defined to mean absence of an employee from post or duty because of illness, accident or exposure to contagious disease.

B. When an employee does not report for duty for a period of one (1) work day because of sickness, he shall show proof of his inability to work by submitting to the Department Head a certificate, signed by a reputable physician in attendance, to the effect that the said employee was not, on the date or dates a leave is requested, physically able to perform his job. If requested, the employee shall submit to an examination by a physician appointed by the Township to substantiate such illness at employer expense.

C. During protracted periods of illness or disability of an employee the Department Head may require interim reports on the condition of the patient at weekly or bi-weekly periods, from the attending physician and/or a Township medical physician. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

D. If an employee is absent from work for reasons that entitle him to sick leave, the Department Head or his designated representative shall be notified as early as possible, but no later than one (1) hour prior to the start of the scheduled work shift from

which he is absent, except in emergency circumstances. Failure to so notify the Department Head or his designated representative may be cause for denial of the use of sick leave for that absence.

E. Any employee with a perfect attendance record (December 1 to November 30) (no sick days) will receive a \$200 bonus. Nothing contained in this paragraph shall be construed to permit pro-rata payment of such bonus for partial year perfect attendance.

F. The Director of Public Safety shall have the right in his sole discretion to schedule physical examinations pursuant to Civil Service.

G. Sick leave bonus shall be paid in same manner as clothing allowance.

ARTICLE XXIX  
MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township government and its properties and facilities, and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;

4. to establish a code of rules and regulations of the Department for the operation of the Department.

B. Nothing contained herein shall be construed to deny or restrict the Township in its exclusive right to administere the Department and control the work of its personnel, nor to deny or restrict the Township in any of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or ordinances.

ARTICLE XXX

NO-STRIKE PLEDGE

A. It is recognized that the need for continued and uninterrupted operation of the Township's department and agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

B. The Association covenants and agrees that during the terms of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its' members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full and proper performance of the employee's duties of employment), work stoppage, slowdown or walkout against the Township.

C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, including, but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and return to work or such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

D. In the event of a strike, slowdown or walkout, it is

convenanted and agreed that participation in any such activity by the Association member shall entitle the Township to take appropriate disciplinary action including, but not limited to, discharge in accordance with applicable law.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE XXXI  
MISCELLANEOUS

A. NO WAIVER

1. Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

B. OFF DUTY FIRE DEPARTMENT ACTION

1. Any action within the State of New Jersey taken by a member of the Department on his time off, which would have been taken by the employee on active duty if present or available, shall be considered proper Fire Department action, and the employee shall have all of the rights and benefits concerning such action as if he were then on active duty. This excludes an employee regularly performing duties as a member of a volunteer fire company.

C. EMPLOYEE ORGANIZATION BUSINESS

1. Consistent with law, necessary time off without loss of pay or benefits and without discrimination shall be granted to any employee officially designated by the FMBA to attend local or state meetings, conventions or to serve in any capacity on other FMBA business provided 24 hour notice is given to the employer by the FMBA.

D. MUTUAL AID

1. Any employee either injured or killed while rendering aid to



a neighboring community, pursuant to Mutual Aid Program, shall, nevertheless, be entitled to Township Insurance and benefits from the Township of Weehawken in addition to his pension rights and benefits.

E. UNIFORM REGULATIONS

1. Employees shall be allowed to wear work uniforms to and from duty stations instead of dress uniforms; however, employees shall have a change of clothes available in their lockers 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 Director of Public Safety.

F. SANITARY AND SAFETY CONDITIONS

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

2. The Township agrees to provide the following; furnishings and replace such furnishings when deemed essential, lockers and bedding, for each employee plus an adequate amount of chairs, tables, and lunch facilities. Clean linen shall be provided every three (3) weeks. Mattresses and pillows shall be replaced as their wear deems necessary .

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

4. The employer agrees to provide employees with a reasonable and safe place for their work efforts and further agrees to keep all equipment in safe and good operating conditions so as to insure the

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3-12-85  
RAT

K. INTERRUPTION OF WORK

1. The Township will not during the term of this Agreement change or modify any conditions of employment except through negotiations with the FMBA, nor will the Township in any manner cause, order, approve or participate in or condone any lockout.

L. EMERGENCY LEAVE

1. Employees shall be granted special leave of absence with pay for one tour of duty (24 hours) for serious illness of any member of the employer's immediate family which is defined for the article as father, mother, mother-in-law, father-in-law, grandparents, sister, brother, spouse children and foster children and relatives residing in his household.

2. In the event of childbirth, an employee shall be entitled to utilize a compensatory 24 hour tour or vacation 24 hour tour.

3. Employees shall be granted time off for Communion, Confirmation, Bar-Mitzvah, Graduation, and marriage of employee's children or immediate family, subject however to the availability of manpower to replace the employee requesting time off. In the event there is a manpower shortage, the employee affected or the Director of th Department shall find a substitute, which substitute shall receive equal time off at a future date from the employer. Substitution in this event shall not incur any overtime pay.

M. ADDITIONAL DAYS OFF

1. An employee covered by this Agreement shall be granted one (1) full twenty-four (24) hour tour of duty off with pay upon his marriage.

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1. An employee covered by this Agreement shall be granted one full twenty-four (24) hour tour of duty off with pay upon his marriage.

N. HOURS OF WORK

1. The work schedule shall be the existing twenty-four (24) hour on duty followed by seventy-two (72) hours off duty cycle.

P. LEGAL PLAN

The Township shall maintain the paid legal services plan for the members of the instant unit. The pre-paid legal services plan shall be chosen by the FMBA provided the cost to the Township does not exceed two hundred (\$200.00) dollars per year per employee. If no plan is selected or agreed upon or if no alternative benefit is selected or agreed upon, each member shall be entitled to receive the sum of \$200.00 as payment in lieu of benefits. Said payment shall be made during the month of August each year, in the same manner as the clothing allowance.

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ARTICLE XXXII

PAST PRACTICE

1. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established. (N.J. Employer-Employee Relations Act - Chapter 303 Laws of 1968, 34:13A-5.3).

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

3. 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.

4. In order for these past practices to be binding on the parties it must:

(a) clearly enunciate and act upon, explicitly or implicitly;

(b) readily ascertain over a reasonable period of time as a fixed and established practice accepted by both parties.

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