

AGREEMENT

BETWEEN

THE COUNTY OF BERGEN

AND

THE INTERNATIONAL ASSOCIATION OF FIRE-FIGHTERS

LOCAL # 3500

EFFECTIVE: JANUARY 1, 1999 THROUGH DECEMBER 31, 2004

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PREAMBLE

This Agreement, made on this 1st day of January, 1999 by and between the County of Bergen hereinafter referred to as the "Employer" and the International Association of Fire Fighters; Local # 3500 hereinafter known as the Union, hereinafter known as the Local.

Witnesseth:

Whereas, it is the desire, intent and purpose of the parties hereto that this Agreement shall provide for improved services through the maintenance of high standards of education and it is also the intent of the parties that this Agreement shall make the provision for the terms and conditions of employment to be observed between the parties hereto in order that good employee-employer relations will continue to exist.

Now, therefore, in consideration of the premises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties herein as follows:

ARTICLE 1

RECOGNITION

The Employer recognizes the International Association of Fire Fighters; Local 3500 as the exclusive representative of specific Fire Instructors (Docket # RO-93-168) for the purpose of collective negotiations under Chapter 303 of the Public Laws of New Jersey and Chapter 123 of the Public Laws of New Jersey 1974 and any amendatory provisions as may be made thereto, with respect to salary, hours of work and other terms and conditions of employment. The International Association of Fire Fighters, Local # 3500 shall serve as the exclusive representative for purpose of collective negotiations as aforesaid for all Per Diem Fire Instructors and all Per Diem Senior Fire Instructors but excluding all others.

ARTICLE 2

UNION NOTIFICATION

Section 1.

The Union and the Local Unit President shall be notified at the Employers earliest convenience, not to exceed ten (10) working days exclusive of Saturdays, Sundays, and holidays, of any and all proposed new rules, policies, procedures and/or modifications of existing rules, policies and procedures governing working conditions. Changes which are the subject of mandatory negotiation with the Union before they are established or promulgated.

Section 2.

The Employer agrees to notify both the Union and the Local Unit President of all newly hired employees represented by the Association. Notification shall be monthly and information shall include the name, full address, telephone number, shift, unit assignment, and date of employment. Monthly notice will also be given of change in professional status, termination / resignation, change in unit assignment or position, name change and leave of absence.

Newly hired employees shall be advised that the Bargaining Unit is represented by the I.A.F.F. for all terms and conditions of employment, and of the existence of an Agency Shop.

Section 3.

Time for negotiations will be mutually agreed upon by the Union and Employer. One (1) member of the Local Unit negotiation committee shall be considered on duty while attending negotiations and shall receive the customary rate of pay.

ARTICLE 3

LABOR MANAGEMENT MEETING

Labor-Management Meetings, apart from the Grievance Procedure, for matters considered important by either the Union or the Employer may be arranged by mutual agreement between the Union, Local President and the Director of Personnel or his/her designee. Such meeting shall be attended by such representatives of the parties as each deem useful to the discussion. Arrangement for the time, date and place of such conferences shall be made as far in advance as possible, including a proposed list of employee attendees, and with an agenda of the matters to be taken up at the meeting. These shall be limited to those included in the agenda unless mutually agreed to the contrary. The members of the Local attending such conferences shall not lose time or pay for time so spent, nor for up to one-half (½) hour spent in meeting together preceding such a conference. Minutes will be taken. Minutes shall be signed and accepted by both parties prior to the end of the meeting. Any written response will be sent upon request within a ten (10) working day period. The Local's Representative shall be released from duty without loss of pay to attend labor-management meetings.

ARTICLE 4

MANAGEMENT RIGHTS

The Employer has both the legal responsibility and the sole right to manage and, except as specifically limited in this Agreement, to (a) hire, assign, transfer, promote, schedule, lay off, recall, discipline, demote, discharge for good cause its employees and direct them in their work and (b) control all Employer property. Except as this Agreement otherwise specifically provides, the management of the Employer and the direction of the work force shall be in the sole discretion and the sole responsibility of the Employer, and except as otherwise provided herein,

the Employer retains the sole and exclusive right to promulgate rules and regulations within applicable statutes; direct, designate, schedule and assign duties to the work force; plan, direct and control the entire operations to any location or discontinue the same in whole or in part; merge with any other institution; make technological improvement; install or remove equipment regardless of whether or not such action causes a reduction of any kind in the number of employees, or transfers in the work force, requires the assignment of additional or different duties in conformity with existing New Jersey Law or causes the elimination or addition of titles or job; and carry out the ordinary and customary functions of management whether or not possessed by the Employer prior to execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the employer, except as limited herein.

ARTICLE 5

NO STRIKE/NO LOCK OUT

During the period of time of this Agreement and notwithstanding any change in existing law, the Union and Local Unit and the employees shall not engage in any slowdown, work stoppage, strike or other similar type of concerted action/activity. The sole method for resolving any dispute or disagreement concerning this Agreement or other elements of the employment relationship shall be covered by the procedure contained in this Agreement.

In the event of an unauthorized slowdown, work stoppage, strike or other similar type of concerted action by the employees, the Union will use its best efforts to persuade the employees to return to work.

The Employer agrees that it will not lock out the Union, the Local Unit or employees during the term of this Agreement.

ARTICLE 6

PAYROLL DEDUCTIONS OF UNION DUES

A. The Employer, upon receipt of a written check-off authorization from the employee, shall deduct from the wages of the employee each payroll period dues as fixed by the Union.

B. The Employer shall be relieved of making such deductions upon:

1. Termination of employment, or
2. Transfer of a job other than one covered by the bargaining unit, or
3. Layoff from work, or
4. Leave of Absence, or

5. Revocation of the check-off authorization in accordance with its terms.

C. Upon return of the employee from any of the enumerated absences in Section B, the Employer shall immediately resume the obligation and make the deductions except those deductions for terminated employees shall be governed by the first paragraph of this Article.

D. The Employer shall not be obligated to make dues deductions of any kind from any member in the bargaining unit who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

E. By approximately the fifteenth (15th) of each month, the Employer shall remit to the International Association of Fire Fighters; Local 3500 (AFL-CIO) all deductions for dues deducted for the preceding month from each payroll. As soon as possible, the Employer will, in addition to the dues, provide a list of employees in the bargaining unit from whom dues have been deducted, with the payroll run for each pay period including base rate and hours worked, with a copy to the Local President.

F. The Union shall indemnify, defend and save the Employer harmless from and against any and all claims, suits, judgements and any other form of liability as a result of the Employer making deductions in accordance with the foregoing provisions of the Article.

ARTICLE 7

AGENCY SHOP

Section 1.

Thirty (30) days after the effective date of this Agreement, a representation fee of eighty-five (85%) percent of the total regular and Local Union dues will be withheld from the paychecks of those employees covered by the Agreement who have not authorized membership in writing within thirty (30) days after the commencement of employment. The eighty-five (85%) representation fee will be withheld by the Employer in equal installments from each paycheck and remitted to the Union as provided in Article 7. A semi-annual list of employees and the amount of their respective dues deduction for either full membership or agency fee will be forwarded to the Union and to the Local Treasurer.

Section 2.

The purpose of the representation fee is to offset the cost of services rendered by the Union as majority representative of the Bargaining Unit on pro-rated basis. At least thirty (30) days prior to the beginning of each year covered by the Agreement, the Union will give to the Employer written notice of regular Union membership charged by the Union and the Local Unit to its members for that year. The representation fee deducted by the Employer will be eighty-five (85%) percent of that amount.

The Union and the Local Unit represent to the Employer that they have established a demand and return system and that they are in compliance with all requirements imposed on the Union and the Local Unit pursuant to laws 1979, c. 477. The Employer's obligation, pursuant to this Section, is contingent upon the Union's and the Local Units continued compliance with the aforesaid Law.

Section 3.

The Union will defend, indemnify and save the employer harmless against any all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Employer pursuant to Article 6.

ARTICLE 8

SENIORITY

Section 1.

The Principle of seniority will be recognized by the Employer. Total seniority is defined as the length of time the Regular Appointee has been continuously employed by the Employer.

Section 2.

Total seniority shall apply in all circumstances where length of service is a factor.

Section 3.

Accrual and acquisition-An employee's seniority shall commence after completion of the probationary period and shall be retroactive to the date of the employee's most recent employment date. Seniority shall not accrue during unpaid leaves of absence or while an employee is on suspension, but all prior seniority shall be retained unless otherwise set forth in this Agreement.

Section 4.

Loss of Seniority-An employee's seniority shall be lost when the employee:

- a. Terminates voluntarily
- b. Is discharged for cause
- c. Overstays a leave of absence
- d. Fails to apply for re-employment within the statutory period after separation from military service.

Section 5.

An annual total seniority of all those employed as of January 1 shall be furnished by the Personnel Officer to the Union and the Local President no later than January 15. The list shall include: **name, date of hire, date of title, salary, unit, and NJ Department of Personnel status.**

Section 6.

The provisions of the New Jersey Department of Personnel Rule 4:1-16. 1 et seq. concerning layoffs/recalls are incorporated herein by reference and made part of this Agreement.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 1. Scope

- a. Any grievance or dispute which may arise between the parties or between the Employer and an employee and/or the Union during the duration of this Agreement concerning, but not limited to, the application or interpretation of the Agreement will be settled under the terms of this Article.
- b. The term "employee" shall mean those individuals recognized in Article I and shall include a single employee or a group of employees. The term "immediate superior" or her/his designee shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization. The term "representative" shall include the Union and any employee authorized to act by the Union.
- c. Alleged grievances must be filed or complained of within ten (10) working days of their occurrence or knowledge thereof, otherwise the grievance will be barred. Grievances concerning the employee's paycheck may be brought within one (1) year of the issuance of the paycheck by the Employer.
- d. When an employee has processed a grievance through the procedure described in Section 2, the employee may, if the grievance has not been settled to satisfaction, upon completing Step # 2, elect to seek a remedy in accordance with the Procedures provided by the New Jersey Department of Personnel. This remedy is in lieu of the arbitration process described in Step # 3 of the Grievance Procedure. This choice shall be binding upon the parties.

Section 2. Steps in Grievance Procedures

- a. Step 1 - An employee who has a grievance will present the grievance within ten (10) working days of its occurrence or knowledge thereof to the Director of the Police and Fire Academy. The grievance hearing shall be requested by the Union in writing on the appropriate forms. Within

five (5) days of receipt of the Grievance notice, a meeting will be conducted by the Director of the Police and Fire Academy or designee with the employee and the grievance representative for the purpose of resolving the dispute. Written notification of the hearing date will be submitted to the Union by the Director of the Police and Fire Academy. A written decision will be rendered within five (5) working days of the meeting to all concerned parties.

b. Step 2. If the grievance has not been resolved at Step 1, the employee, through the Local Unit Representative, shall proceed to Step 2 within five (5) working days by serving written notice on either the Director of Personnel or his/her designee. If no such notice is served, the grievance will be barred. Within ten (10) working days after receipt of such notice a conference will be called by either the Director of Personnel or his/her designee with the Director of the Police and Fire Academy under the Table of Organization, the Grievant, the Local Representative and the Union Representative. A written decision will be rendered within ten (10) working days to all concerned parties.

c. Step 3. Arbitration: If the decision is unsatisfactory and no settlement is reached at Step 2 between the Union and the Employer, then within ten (10) working days after the Union receives the written decision of the Employer, the Union, but not the Local Unit or any individual employee, may notify the Employer in writing of its desire to arbitrate. If no such notice is served within ten (10) working days of the receipt of the written decision, arbitration is barred. The arbitrator shall be jointly agreed upon from a panel supplied by the Public Employment Relations Commission pursuant to its rules.

An arbitration hearing shall be held as soon as possible after a decision has been rendered at Step 2. The expenses for the arbitrator's services shall be shared equally by the parties concerned. His/her decision shall be final and binding on the parties concerned.

Section 3 - General Provisions

a. The arbitrator shall rule only on the application and interpretation of the cause of the Agreement involved. He/she shall have no power to add or subtract from the Agreement.

b. To the extent necessary, the Local Unit Representative representing the grievant, will be permitted to investigate the alleged grievance during working hours without loss in pay, such hours not to exceed a total of two (2). The grievant and the representative will conduct their meeting so that it does not interfere with the Employer's Program.

c. The Employer will give written notification to the Union and the Local Grievance Chairperson, the grievant and his/her immediate superior of the grievance hearing or meetings from Step 1 through the settlement of the grievance.

d. Up to three (3) grievants in a Class Action and their Local Representative shall be released from duty and allowed hearing time without loss of pay. The hearing must occur between 8:00 AM and 5:00 PM, Monday to Friday when those involved are to have been on duty.

e. The employee, the Union and Local Unit shall receive written notification of all action by the Employer as it may relate to disciplinary measures presented during the steps of the Grievance Procedure herein defined.

f. Grievances affecting two (2) or more members of the Bargaining Unit shall be considered "Class Action" Grievances. Class Action grievants shall be represented by the Local Unit President and/or the Grievance Chairperson. Such grievances may be initiated at Step 2.

g. No prejudice will attend any party in interest by reason of the utilization or participation in the Grievance Procedure. For the purpose of this Agreement, working days shall be deemed exclusive of Saturdays, Sundays, and Holidays. Limitations of time may be waived by written mutual consent. By mutual consent of the Union and the Employer's Director of Personnel, a Grievance may be initiated at or removed to any Step in the Grievance Procedure.

h. If either party cancels a scheduled arbitration hearing, the party that canceled shall bear the full cost of any cancellation fees.

ARTICLE 10

WORKING TEST PERIOD

As per New Jersey Department of Personnel Regulation 1-13.3, all newly hired employees shall complete the said Working Test Period. During a Working Test Period, an employee shall have all contractual rights except the rights to grieve a discharge. Upon the successful completion of the Working Test Period, an employee shall have seniority credit retroactive to the commencement of work.

ARTICLE 11

HOURS OF WORK

Section 1. The Work Week

The work week shall consist of no greater than 19 hours each week. However, should additional hours be required by the Employer, the employees may avail themselves of such "extra time".... on an equitable basis.

Additional hours provided in the afore-mentioned regard will not alter the Party's intent regarding fringe benefits. There shall be no **fringe benefits** based on added hours.

Section 2. Work Schedules

The Employer will, to the extent practicable, post a schedule of each employee's assignment including days off four (4) weeks in advance of the start of such schedule. The schedule will remain in effect until it is superceded by a new schedule or changed by agreement between the

Employer and the employee concerned. (There shall be a one month notice of schedule availability by the employees in this Unit).

Section 3. Weekend and Holiday Work

Weekend and holiday work assignments may be scheduled, by the Employer, as required.

ARTICLE 12

SAVING CLAUSE

In the event that any Federal or State legislation, governmental regulations, or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in force and effect.

ARTICLE 13

EQUAL EMPLOYMENT

The Employer and the Union hereby agree to continue their practice of not discriminating against any employee for employment because of race, creed, color, national origin, age, sex, ancestry, religion, marital status, union membership or liability for services in the Armed Forces of the United States in compliance with all applicable Federal and State statutes, rules and regulations.

ARTICLE 14

NEWLY CREATED POSITIONS, TRANSFERS AND PROMOTIONS

Section 1.

All promotions, transfers and newly created positions shall be subject to the pertinent New Jersey Department of Personnel rules and regulations.

Section 2.

Posting and Filing of Positions Procedure

- a. Requests from members regarding transfer to a newly created position, demotion or promotion must be submitted to the Director of Personnel. The Director of Personnel will acknowledge receipt of the request in writing in three (3) working days.
- b. All postings shall include title, unit, shift, starting salary and qualifications. The Director of Personnel will send a copy of the posting to the Local Unit President. The posting shall continue for a period of ten (10) working days at which time the posting for the position will be removed. No position may be filled until it has been posted for a full ten (10) days.

First consideration shall be given to existing staff for posted positions. A job description, including position qualifications, will be made available to the applicant upon interview. The qualification shall not be established in an arbitrary or capricious manner.

- c. Within twenty (20) working days after each posting of a position, all applicants shall be notified of the decision made by the Director of Personnel.
- d. The purpose of these procedures is to allow any Bargaining Unit member to apply for a position in which she/he is interested and possesses the necessary qualifications. First consideration to fill position vacancies within the bargaining unit will be given to existing bargaining unit employees subject to the qualifications set forth in the job description. Where two or more employees request such transfer and are of equal qualification, the Employer shall transfer the employee with the greatest bargaining unit seniority.
- e. Upon promotion, as indicated by the organizational chart, each employee shall receive a salary increase at least equal to the minimum salary rate for the higher position or 5% above the employee's present salary, whichever figure is greater.

ARTICLE 15

UNPAID BENEFITS (TIME NOT WORKED)

Personal Leave:

- a. Basis and Amount - Upon application as required, a permanent full time, permanent part time or permanent per diem employee who has completed one (1) year or more of continuous employment will be eligible for an unpaid leave of absence. The reasons for taking such a leave shall include but not limited to: personal illness or emergency, education, military service, adoption leave and maternity leave. Leave will not be denied in an arbitrary or capricious manner. All previously accrued seniority will be retained during a leave of absence. Seniority or other benefits will not accrue to an individual while on leave.

Personal Leave Procedure:

- a. Except in the case of an emergency, application for personal leave shall be made in letter form to the employee's Director of the Police & Fire Academy as soon as possible, but in no event later than four (4) weeks prior to the commencement of such a leave. The employee's Director of the Police & Fire Academy or Administrative Officer will notify the employee of the decision in writing as soon as possible under the given circumstances.
- b. Applications for the extension of any leave of absence will be made in writing to the employee's Director of the Police and Fire Academy or Administrative Officer as soon as possible but no later than ten (10) working days (excluding Saturday, Sunday and holidays) before the scheduled expiration of such leave. The employee's Director of the Police and Fire Academy or Administrative Officer shall notify the employee of the decision in writing as soon

as possible under the given circumstances. An extension may be granted up to six (6) months.

Personal Leave Limitations:

An employee will be terminated for obtaining a leave by false pretenses or for failing to return from said leave without good and sufficient cause or obtaining employment elsewhere.

Military Leave:

A leave of absence will be granted for performance of duty with the reserve component thereof in accordance with applicable law. Employees will be entitled to two weeks paid leave each year for National Guard or reserve duty. Should the County government adopt a policy that provides a greater benefit for military leave, such policy will be incorporated by reference into this agreement. If called to active duty, the employee will be guaranteed his/her position upon return.

Maternity Leave:

A female employee who has permanent New Jersey Department of Personnel status, upon her request, shall be granted permission for maternity purpose.

A permanent employee may request an extension of the non-paid leave for a period of time not to exceed an additional six (6) months and the total leave shall not exceed one (1) year. Granting of an extension is in accordance with Section 2.

Family Leave:

An employee shall be eligible for family leave in accordance with applicable law.

ARTICLE 16

SALARY

1. The Employer offers the following increment changes: Effective January 1, 2000, all Employees on the Employer's Payroll on the date of Contract Ratification shall receive 2.0 % added to their rate exclusive of any longevity payment if the latter is applicable.
2. Effective July 1, 2000, all Employees shall receive 2.0 % added to their rate exclusive of any longevity payment if the latter is applicable.
3. Effective January 1, 2001, all Employees shall receive 2.0 % added to their rate exclusive of any longevity payment if the latter is applicable.
4. Effective July 1, 2001, all Employees shall receive 2.0 % added to their rate exclusive of any longevity payment if the latter is applicable.

5. Effective January 1, 2002, all Employees shall receive 2.0 % added to their rate exclusive of any longevity payment if the latter is applicable.
6. Effective July 1, 2002, all Employees shall receive 2.0 % added to their rate exclusive of any longevity payment if the latter is applicable.
7. Effective January 1, 2003, all Employees shall receive 2.5 % added to their rate exclusive of any longevity payment if the latter is applicable.
8. No payments shall be made to employee members not on the Employer's payroll on each date of execution.
9. No negotiated payment shall be made to any new hire (this does not apply to promotional advancements) until he/she has served one year of service with the County of Bergen. All negotiated adjustments thereafter will occur on the regular date of execution.

Minimum Rates

Senior Fire Instructor (Per Diem)	\$ 16.398/hour	Effective July 1, 2000
	\$ 17.3105/hour	Effective July 1, 2001
Fire Instructor (Per Diem)	\$ 11.080/hour	Effective July 1, 2000
	\$ 11.360/hour	Effective July 1, 2001
	\$ 11.800/hour	Effective July 1, 2002

10. The Parties will meet to discuss a possible wage change for the year 2004...known as a wage re-opener....on/or about September 15, 2003.

ARTICLE 17

PREMIUMS/OUT OF TITLE

Section 1.

“Any per diem fire instructor assigned to a higher classification (not a temporary increase in function) shall be paid 5% above his/her regular rate of pay or the minimum rate of the higher New Jersey Department of Personnel job classification, whichever is greater.”

ARTICLE 18

BENEFITS

Per diem employees shall have no entitlement to any fringe benefits save for the existent shift benefit (7 PM to 11 PM @ 45 cents/hour) and 1000 hour instructional benefit (50 cents/hour after 1000 instructional hours) existent at the time of the signing of this Agreement.

ARTICLE 19

DISCIPLINE / DISCHARGE

In accordance with the New Jersey Department of Personnel rules and regulations, the Employer shall have the right to discharge, suspend or otherwise discipline an employee covered by this Agreement for just cause. In the case of written warning, suspension and/or discharge, the Employer will notify the Union and the Local Unit President in writing of such action. If the Union desires to contest such action by the Grievance Process, it shall give written notice to the Employer within ten (10) working days from the date of receipt of notice of suspension or termination. In such event, the dispute may be submitted for determination commencing at Step 3 of the grievance procedure.

No employees shall be disciplined or met with regarding discipline without the right to representation, providing one is available.

ARTICLE 20

RESIGNATION

Section 1.

An employee who is resigning shall give the Employer three (3) weeks prior written notification. The notice will commence from the date the letter of resignation is submitted to the Director of the Police & Fire Academy and/or Administrative Officer.

An employee who decides to resign during or following a leave of absence shall give written notification to the Employer no later than five (5) days after the expiration of the leave.

ARTICLE 21

NO PRESUMPTION AGAINST DRAFTER

This Agreement has been the result of long and arduous negotiations over a long period of time and the content and language of the Agreement shall be construed for all purposes to have been jointly drafted by both parties, and no adverse inference shall therefore be drawn against either party on construing any ambiguity that may arise hereunder.

ARTICLE 22

ENTIRE AGREEMENT

This Agreement shall constitute the sole and entire Agreement between the parties with respect to the rates of pay, wages, hours, and all other conditions of employment.


Both parties hereto acknowledge that they had full opportunity during the negotiations prior to the execution hereof to make any full demands and proposals. The Parties shall convene only with respect to significant changes in terms and conditions and solely on those issues during the terms of Agreement.

ARTICLE 23


EFFECTIVE DATES / DURATION

The term of this Agreement shall be January 1, 1999 to December 31, 2004 at 11:59 PM and it shall take effect upon the execution by both of the parties.


This Agreement shall remain in full force and effect until such time as a Successor Agreement is executed.



William P. Schuber
County Executive



Richard Blohm
1st Vice President (PFANJ)



Scott Sherman
Local Representative (IAFF 3500)