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A G R E E M E N T

Between

Union City, N.J.

THE CITY OF UNION CITY

(COUNTY OF HUDSON, NEW JERSEY)

and

THE UNION CITY F.M.B.A. LOCAL 12

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X January 1, 1985 through December 31, 1986

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Law Offices

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AGREEMENT

This AGREEMENT entered into this                    day of  
1985, by and between the CITY OF UNION CITY, Hudson County, a  
Municipal Corporation of the State of New Jersey, hereinafter  
called the "City", and the UNION CITY FMBA LOCAL 12, hereinafter  
called the "Association".

WITNESSETH:

WHEREAS, the City and the Association recognize and declare  
their mutual aim to be the promotion of an understanding, har-  
monious relationship between them, and

WHEREAS, the City and the Association desire that the ser-  
vice to the community be continuous and efficient, and

WHEREAS, the City and the Association have carried on  
collective bargaining and reached certain understandings which  
they desire to incorporate and confirm in this Agreement, be it

RESOLVED, in consideration of the following covenants it is  
mutually agreed as follows:

ARTICLE I  
RECOGNITION

A. The City hereby recognizes the Association as the exclusive and sole representative(s) for collective negotiations concerning salary, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustment of disputes and grievances and all other related matters for all firefighters within the Fire Department of the City of Union City, but excluding all other employees.

B. In the event of a conflict between the terms of this Agreement and the Rules and Regulations of the Department, then and in that event, the terms of this Agreement shall govern for the duration of this contract.

C. All conditions of employment relating to wages, hours of work and general working conditions presently in effect for employees shall be maintained at not less than the standards now in effect, and the conditions of employment shall be improved wherever specific provisions for improvement are made in this Agreement.

ARTICLE II

ASSOCIATION RIGHTS

A. 1. Upon prior notice to and authorization of their immediate superior and the Department Head or person in charge of the station, duly appointed representatives of the Association shall be permitted to visit the central station or sub-stations in order to inspect, ascertain, and assure that the provisions of this Agreement are being properly observed. Authorization shall not be unreasonably withheld.

2. The Association Representative(s) shall be permitted to visit City Hall for the purpose of meeting with the Director of Public Safety in order to discuss the contract, grievances, etc., after the appointment has been cleared with the Director's office.

3. The Association Representative(s) shall report to the Department Head or person in charge of the Station immediately upon entering the premises. The visitor(s) shall in no way interfere with or impede the performance of work or other activity at the visitation site.

B. Nothing contained herein shall be construed to deny or restrict to any Association member or the City such rights as he may have under New Jersey Statutes or other applicable laws or regulations. The rights granted to Association members hereunder shall in all cases be deemed to be in addition to those provided elsewhere.

Association Rights (continued)

C. The Association shall be informed and consulted prior to promulgation of any new rule or the proposed modification of any present rule, said notice to the Association shall be given no later than ten (10) days before the effective date of any change. In the event the Association desires to exercise its rights pursuant to law such rule or regulation shall not become effective until the parties have exhausted all remedies provided by law.

D. The City shall not enter into a contractual agreement with an employee which in any way alters, reduces, compromises, amends, or conflicts with the terms and provisions of this Agreement and the rights and privileges conferred pursuant to this Agreement.



ARTICLE III

DEDUCTION FROM SALARY

A. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the City and the Association, and consistent with applicable Law), the City agrees to deduct from the pay periods of each month, membership dues (initiation fees where applicable), in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the Association during the full term of this Agreement and any extension or renewal thereof. The City shall promptly remit monthly any and all amounts so deducted with a list of changes to the Secretary-Treasurer of the Association.

B. Any changes in monthly dues will be certified in writing by the President of the Association or his/her designee, and the amount shall be uniform for all members.

C. No deductions will be made for any month in which there is sufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the City, through error or oversight, failed to make the deduction in any monthly period.

D. The City will notify the Secretary-Treasurer of the Association, monthly, of the hiring of all employees, their address, birth date, classification, rate of pay, and social security number. The City will similarly notify the Secretary-

Deduction from Salary (continued)

Treasurer of the Association of all employees who are terminated from the City's payroll.

E. The City agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

F. The deduction shall commence for each employee who elects not to become a member of the Association on the first of the month following thirty (30) days written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission. The deduction shall commence for each new employee on the first of the month following sixty (60) days of employment.

G. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues available only to members of the Association, but in no event shall the fee exceed eight-five (85%) percent of the regular membership dues, fees and assessments.

H. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by

Deduction from Salary (continued)

the Association. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.

I. The Association shall indemnify, defend and save the City harmless against any claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the City, 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.

J. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he/she has received equal benefits. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Association, and this Agreement has been executed by the City after it had satisfied itself that the Association is a proper majority representative.

Leave of Absence (continued)

1. Upon serious illness of a member of the immediate family of an employee, leave of absence shall be granted at the discretion of the Chief.

For the purpose of construing Paragraph E 1, "immediate family" shall be defined as employee's wife, child, stepchild, mother, father.

2. To attend Baptism, Communion, Confirmation, Graduation, or the Marriage of an employee's immediate family. Time period not to exceed twelve (12) hours.

For the purpose of construing Paragraph E 2, "immediate family" shall be defined as the employee, employee's son or daughter.

3. Funeral Leave

a. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay between the day of death up to and including the day of the funeral.

b. The term "immediate family" shall include wife, child, step-child, mother, father, sister, brother, step-mother, step-father, mother-in-law, father-in-law, grandparents.

ARTICLE VI

SICK LEAVE AND TERMINAL LEAVE

A. Sick leave policy for all employees covered by this Agreement shall continue to be administered as in the past, i.e., unlimited sick leave regardless of the nature of the illness or injury.

B. Any employee off from work on sick leave shall be required to remain at home during the period he is on sick leave (tour of duty), except for a visit to the doctor's office or hospital.

C. Before leaving his home for the above-stated reasons, the Officer shall contact the Chief in charge and submit the name of the doctor or hospital, address and phone number of same.

D. A medical slip, signed by a doctor, and stating the nature of the illness, shall be required of all employees who have already used up two (2) separate single sick leave days. A medical slip shall also be required where the absence at one period is more than one (1) day.

E. An Officer on sick leave can also expect a visit from the Department physician or an Officer of the Department, at the discretion of the Chief.

F. An Officer can expect, at the discretion of the Chief, to be called by Department personnel at intervals during that day and also during the sick leave period.

G. Failure to comply with this procedure will be cause for disciplinary action.

H. 1. For the purposes of terminal leave, however, and that purpose only, a sick leave bank shall be created consisting

ARTICLE VII

GRIEVANCE PROCEDURE

A. Definition: Grievance - a grievance is a complaint concerning the interpretation, application or violation of this Agreement, policies, rules and regulations, or administrative decision affecting an employee, or the Association. Grievances include, but are not limited to, working conditions, lighting, heat, sanitary facilities, personal safety, type of work assignments, and their location, work load, and the attitude of the supervisors.

1. Aggrieved Person - The aggrieved person is a person or persons making the complaints.

2. The grievance procedure referred to in this Article shall be in addition to and not in derogation of the Civil Service Act or remedies available to the Association or its members by virtue of any statutes of the State of New Jersey or other rules and regulations.

B. Grievance Procedure:

1. (a) The President of the Association or his duly designated representative shall be recognized by the immediate supervisor of the aggrieved person for the purpose of presenting the grievance. The grievance may be so presented with or without the presence or permission of the aggrieved person.

(b) The grievance need not be presented in writing. A decision on the grievance shall be made and delivered

Grievance Procedure (continued)

4. (a) The parties direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

(b) 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 or 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.

5. 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 any 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.

6. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall

ARTICLE VIII

SALARIES

A. Effective January 1, 1985, the salary schedule for all employees covered by this Agreement shall be as follows:

FIREFIGHTER

1st year	\$21,456	(annual overtime \$536.00)
2nd year	22,199	(annual overtime 555.00)
3rd year	23,067	(annual overtime 577.00)
4th year	23,936	(annual overtime 598.00)

B. Effective July 1, 1985, the salary schedule for all employees covered by this Agreement shall be as follows:

FIREFIGHTER

1st year	\$22,100	(annual overtime \$552.00)
2nd year	22,865	(annual overtime 572.00)
3rd year	23,759	(annual overtime 594.00)
4th year	24,654	(annual overtime 616.00)

C. Effective January 1, 1986, the salary schedule for all employees covered by this Agreement shall be as follows:

FIREFIGHTER

1st year	\$22,984	(annual overtime \$575.00)
2nd year	23,780	(annual overtime 595.00)
3rd year	24,709	(annual overtime 618.00)
4th year	25,640	(annual overtime 641.00)

D. Effective July 1, 1986, the salary schedule for all employees covered by this Agreement shall be as follows:

FIREFIGHTER

1st year	\$23,903	(annual overtime \$598.00)
2nd year	24,731	(annual overtime 618.00)
3rd year	25,697	(annual overtime 642.00)
4th year	26,666	(annual overtime 667.00)



Overtime (continued)

2. Except in cases of emergency, calls to employees pursuant to this Section shall be placed no later than twenty (24) hours prior to the commencement of the tour of duty the employee called is requested to work.

3. No employee shall be required to accept an overtime request, except in case of emergency. However, in the event an employee refuses a call to work overtime, then and in that event, that employee shall not again be called until all other employees on the roster have first been called.

4. Overtime rates shall be calculated from the prevailing salary scale as hereinbefore established on a daily or hourly basis as the case may be.

5. Overtime compensation shall be included in the employee's salary and considered a part thereof.

Longevity (continued)

E. The City shall commence payment of Longevity increments to a qualified firefighter on the pay day immediately following the termination date of the prerequisite time period.

F. Longevity increments shall be paid biweekly as are salaries.

ARTICLE XII

NON-DISCRIMINATION

A. The City and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

B. The City and the Association agree that all employees covered under this Agreement have the right without fear or penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There should be no discrimination by the City or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE XIV

MUTUAL AID

The City shall insure that an employee who is killed or injured in the line of duty, while rendering aid to a neighboring community, is fully covered by pension and insurance rights, as if said injury or death occurred out of an incident arising out of performance of duty within the City of Union City, New Jersey.

ARTICLE XVI

VACATIONS

A. 1. Firefighters shall be granted six (6) twenty-four (24) hour work days vacation.

B. Employees' vacations shall be assigned by the City to occur during the term commencing February 1st and ending November 30th. Said assignment shall be rotated on an annual basis.

C. 1. An employee who is on sick leave shall not be charged with vacation time provided, however, that he is on sick leave prior to the starting date of his vacation. In the event an employee's sick leave and vacation time coincide, he shall be charged with sick leave only, and may take his accrued vacation time subsequently.

2. In the event an employee is on his vacation time and becomes ill, he shall not be able to stop and report on sick time.

D. In the event of the death of an employee, the City shall cause to be paid to his estate compensation in lieu of accrued vacation credit.

E. Employees may exchange vacations which have been assigned pursuant to sub-paragraph B hereof.

F. Employees shall be granted one (1) additional vacation day for each five (5) years of service completed -- with a maximum of three (3) days. July 1st will be the cutoff date. For

ARTICLE XVII

HOLIDAYS AND HOLIDAY PAY

A. The following shall be recognized as paid holidays under this Agreement:

New Year's Day	Labor Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Election Day
Easter Sunday	Columbus Day
Memorial Day	Thanksgiving Day
July 4th (Independence Day)	Christmas Day
Martin Luther King Day	Good Friday

B. Holidays are to be paid seven (7) days on the first (1st) pay period in July and seven (7) days on the first (1st) pay period in December of each year.

C. Members of the unit shall receive holiday pay based upon each member's individual hourly rate.

D. A two (2) hour mealtime period shall be given to those employees who are on duty on the following holidays, except in case of emergency:

New Year's Day  
Easter Sunday  
Thanksgiving Day  
Christmas Day

The mealtime period shall exist from 8:00 a.m. to 8:00 p.m.

Medical Insurance, Hospitalization & Pensions (continued)

family plan insurance covering dependents.

- (a) Medical-Surgical Plan of New Jersey  
U.C.R. Blue Shield
- (b) Hospital Service Plan of New Jersey -  
Comprehensive Blue Cross (120 days)
- (c) Rider "J" - 365 days
- (d) New Jersey Blue Cross Major Medical
- (e) Prescription Drug Program

B. Pensions and Insurance

1. The City shall do everything required by it, pursuant to law, to secure pensions for all qualified employees.

2. Pensions and insurance coverage shall be the same for an employee who is injured or killed while rendering aid to a neighboring community - as though the injury or death occurred within the territorial limits of Union City, New Jersey.

3. The City shall continue to make necessary payment to, and on behalf of, an employee who is on sick leave and/or has been injured in the line of duty and within the scope of his employment as though said employee remained on active duty.

4. Hospitalization

An employee injured in the line of duty and hospitalized as a result thereof, shall be afforded no less than semi-private accommodations.

ARTICLE XX

MANPOWER AND PROMOTIONS

A. Manpower

It is recognized that the health, safety and welfare of employees is dependent, in part, upon the availability of sufficient manpower. Accordingly, the manpower strength minimums whenever practicable shall not be less than established by ordinance.

B. Promotions

The City shall attempt to maintain a Civil Service list from which appointment and promotional vacancies shall be filled in accordance with Civil Service Rules and Regulations.



Miscellaneous (continued)

E. Facilities

1. All sanitary facilities and equipment in each fire-house including, but not limited to, toilets, showers, and wash-basins shall be furnished and maintained in good working order by the City.

2. The City shall also furnish, maintain in good working order, and replace, when necessary, the following:

Lockers

Beds and bedding

Chairs

Tables

Lunch facilities

3. All Departmental motor vehicles, equipment, and apparatus shall be maintained with State Inspection Standards and Specifications.

Educational Incentive (continued)

enrolled in a course, which course is a Fire Safety related course, shall be paid annually ten (\$10.00) dollars for each credit earned in addition to his base salary, provided he is not encompassed within Paragraph A or B above.

Management Rights (continued)

charges as it deems desirable and necessary for the efficiency and effective operation of the Department.

B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40 and 40A, or any other national, state, county or local laws or regulations.

ARTICLE XXV

MAINTENANCE OF OPERATIONS

A. 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.

B. The Association covenants and agrees that during the term 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, faithful and proper performance of the employee's duties of employment, work stoppage, slowdown, walkout or other job action against the City.

C. Nothing contained in this Agreement shall be construed to limit or restrict the City in its rights to seek and obtain 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.

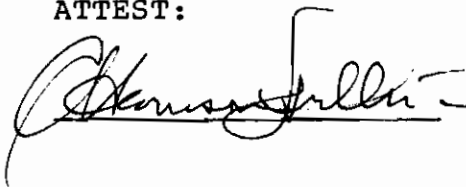
ARTICLE XXVII

DURATION OF AGREEMENT

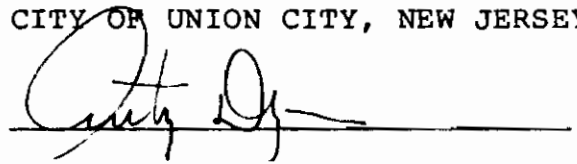
A. This Agreement shall become effective on January 1, 1985 and shall terminate on December 31, 1986. If either party desires to change this Agreement, it shall notify the other party in writing at least thirty (30) days before the expiration of this Agreement of the proposed changes and their desires to terminate this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures:

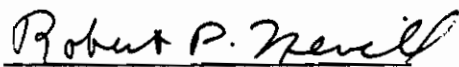
ATTEST:



CITY OF UNION CITY, NEW JERSEY



ATTEST:



NEW JERSEY STATE FMBA  
UNION CITY, NEW JERSEY LOCAL 12

