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BETWEEN:

TOWNSHIP OF UNION IN THE COUNTY OF UNION

AND:

LOCAL NO. 46, FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

DATED:

October 26, 1977

KEIN & POLLATSCHEK 1000 STUYVESANT AVENUE UNION, NEW JERSEY 07083

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1977-1978

UG-2614 1977 FMBA CONTRACT

FIFTH DRAFT THIS AGREEMENT made this 26th day of October, 1977, BETWEEN:

THE TOWNSHIP OF UNION IN THE COUNTY OF UNION, a

Municipal Corporation of the State of New Jersey, hereinafter
referred to as the Township, party of the first part,

AND:

LOCAL NO. 46. FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, hereinafter referred to as the "FMBA", party of the second part.

WHEREAS, the parties hereto did heretofore on July 23, 1975 enter into a certain contract; and

WHEREAS, negotiations have been in progress on the demands of the FMBA for the year 1977 and negotiating sessions have been held between the parties hereto; and

WHEREAS, as a result of said negotiating sessions certain provisions of the aforementioned contract are to be amended by mutual agreement;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the parties hereto do agree that the aforementioned contract of July 23, 1975 be and the same is hereby amended to read as follows:

- 1. Article II shall be supplemented by the addition of new paragraphs to be added thereto to read as follows:
- D. In the event that Martin Luther King Day becomes a Legal Holiday in the State of New Jersey by action of the New Jersey Legislature and the Governor at any time during the period of this contract, then and in that event the aforementioned twelve (12) paid holidays shall be increased to thirteen (13) paid holidays, it being understood, however, that if said holiday becomes effective after January 15, 1977, then and in that event the Legal Holiday herein provided for shall not be considered a

paid holiday for the year 1977.

E. If a holiday falls on a Saturday it shall be observed on the preceding Friday. If a holiday falls on a Sunday it shall be observed on the following Monday.

F. For the year 1977 the following holidays will be observed.

## HOLIDAY

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veterans Day
Thanksgiving Day
Christmas Day

Paragraph B of said Article is amended to provide that the pay for said holidays shall be delivered on the first day of December, 1977 for the twelve (12) holidays afforded for the year 1977, and on the first day of December, 1978 for the thirteen (13) holidays afforded for the year 1978. Martin Luther King Day, January 15, being a Legal Holiday by a statute adopted effective January 1, 1978, is added to the list of holidays mentioned in Paragraph F hereof.for the year 1978.

2. Paragraph A of Article III entitled "Uniform Allowance" shall be amended to provide that the said uniform allowance and the dates set forth in Paragraph A of said Article shall pertain to the year 1977.

B. Paragraph B of said Article is supplemented by the addition of the following sentence:

If any personal property of a member of the Fire Department, other than of the uniform is damaged, lost or destroyed in the line of duty, the Township, subject to the approval of the Chief of the Fire Department, shall pay for the replacement or repair thereof upon voucher submitted therefor in an amount not to exceed \$100.00 per incident, provided that under extraordinary circumstances this amount may be exceeded upon recommendation of the Chief of the Fire Department and approval of the Township Committee.

Said Article III is further amended for the purpose of providing that for the year 1978 the uniform allowance shall be \$340.00 for said year paid semi-annually on May 1 and November 1 of said year.

- 3. Paragraphs A to C of Article IV be and the same are hereby deleted and the following Paragraphs A to F, inclusive, are substituted therefor.
- A. The Township will continue to provide Blue Cross with Rider "J", Blue Shield and Major Medical Insurance, as is in force on December 31, 1976. In addition thereto, the Township will continue to provide the Dental Plan Insurance of the New Jersey Dental Service Plan, Inc., as is in force on December 31, 1976.
- B. The Township will continue to pay the premium required for the continuance of Blue Cross with Rider "J", Blue Shield and Major Medical Insurance as is in existence on December 31, 1976 for each member of the Department (including recognized dependents) retiring after twenty-five (25) years of active service with the Department.
  - C. In the event a member of the Department elects

to take deferred pension early retirement, or resigns, or retires for disability occurring other than in the line of duty, such member shall not be entitled to the continuance of the aforesaid insurance at the expense of the Township. The Township agrees, however, that said member may be carried as part of the Township group if said member desires to contribute the cost of his individual or family continuance program.

- D. If a member retires because of disability resulting from injury incurred in the line of duty, then he shall be entitled to benefits provided by "B" above.
- Department after permanent appointment, the Township agrees to continue hospitalization, including major medical insurance, for the benefit of the family of such deceased member of the Department until the commencement of the second anniversary date of the policy subsequent to the date of death.
- F. Whenever by reason of this contract the Township carries a member or survivor as a part of any group insurance program, the member so carried shall annually certify to the Treasurer of the Township that he is, as of the date of said certification, not covered by any other Blue Cross, Blue Shield or any other major medical insurance.
- G. Paragraphs D, E, and F of said Article shall be redesignated as Paragraphs G, H, and I and there shall be added to said Paragraph I the citation pertaining thereto, namely, N.J.S.A. 40A:14-28.
- A. The third undesignated paragraph on Page 5A shall be amended to read as follows:

Any authorized overtime for non-emergency duty such as training, education, fire prevention, maintenance, administrative, or clerical, shall be compensated at the overtime

rate for the actual number of hours so worked, or, in the alternative, by compensatory time off at one and one-half times the actual number of hours worked.

Any authorized overtime for Staff Officers or personnel performing emergency duty shall be compensated in the same manner as outlined in Paragraph B above, Sections 1, 2, and 3.

- A. References in Article VI to the year 1975 shall be changed to refer to the year 1976. References to the year 1976 shall be changed to refer to the year 1977. References to the year 1977 shall be changed to refer to the year 1978.
- B. Paragraph G of said Article VI shall be amended to read as follows:

vacations, eight (8) working days will be the maximum number of vacation days allowed between mid-June and mid-September. During the period from January 1 to mid-June, and from mid-September to December 31, vacations may be split in multiples of four (4) days. Paragraph G of said Article is amended to provide that the schedule shall be completed by December 15 annually.

- C. The vacation schedule set forth on Schedule A hereof shall be effective for the calendar year commencing January 1, 1978.
- A. Paragraph C of Article VII entitled, "Leave of Absence and Sick Leave", be and the same is hereby amended to read as follows:
- C. The Township agrees that the ordinance mentioned in Section 5(b) of the contract of July 23, 1975 will be further amended, effective December 1, 1977, to provide for an increase in said compensation of thirty-five percent (35%) of unused sick leave to forty percent (40%) of said unused sick leave

based on the salary in force at the time of retirement and in accordance with the formula set forth in said ordinance. Such amendment, however, shall not be retroactive with reference to any personnel that may actually retire prior to December 1, 1977.

- B. Section 1 of Paragraph E of Article VII entitled as above be and the same is hereby amended to read as follows:
- Each member of the Department will be entitled to a maximum of two (2) personal days' leave with pay. Such leave days shall be subject to approval of the Chief of the Department. Applications therefor shall be made to the Chief or the Deputy Chief in Charge at least 48 hours in advance of the date of the leave sought. Said leave days shall be non-cumulative except as hereinafter stated. At the election of the member concerned, one day may be used and one posted as compensatory time, or both can be posted as compensatory time, and when so posted as compensatory time such personal leave shall lose the status as such and be transferred to "compensatory time". discretion of the Chief, such compensatory time may be used for vacation purposes. Such accumulated compensatory time as may exist at the time of the retirement or death of a member of the Department shall be paid to said member or his estate in full at the prevailing wage of such member at the time of such death or retirement, or in lieu thereof such accumulated compensatory time may be taken as terminal leave.
- C. Paragraph F of said Article VII is amended to read as follows:
- F. Members of the Department shall be entitled to military and National Guard leave in accordance with the statute and Civil Service rules and regulations in such cases made and provided.
  - A. Paragraph C-1 of Article VIII entitled

"Reimbursement for Expenses", is amended to provide that meals shall be reimbursed at the rate of \$2.50 per meal.

- A. The reference in Paragraph A of Article IX entitled "Compensation" be and the same is hereby amended to read as follows:
- A(1) Each member of the Department covered by the terms of this contract shall, during the year 1977, receive a salary increase of 61% over and above the salary (exclusive of longevity and uniform allowance) received by such member during the year 1976.
- A(2) Each member of the Department covered by the terms of this contract shall, during the year 1978, receive a salary increase of 64% over and above the salary (exclusive of longevity and uniform allowance) received by such member during the year 1977.
- A. Paragraph I of Article XII entitled "Miscellaneous" is amended to read as follows:
- I. Local 46 represents that it is entitled to nine (9) delegates to the 1977 State Convention of the State FMBA. Each of the delegates attending any such Convention shall furnish the Chief of the Department with a certification from the Registrar of said Convention indicating and certifying that said delegate was registered at said Convention as a delegate of Local 46 of the FMBA and, further, such certification shall indicate the number of days that said delegate was in attendance at said Convention.
- B. Paragraph H of Article XII entitled as above is hereby amended to read as follows:
- H. Overtime pay shall be calculated on the per diem rate of pay for the member of the Department called upon to work overtime which, in the instance of a first-class fireman, is,

for the purpose of this contract, determined to be \$128.18 per diem.

- C. Paragraph L-2 of Article XII entitled as above is hereby amended to read as follows:
- 2. The money value of the 12 or 13 holidays, whichever may be applicable, based upon the formula heretofore established by ordinance for the full 12 or 13 holidays, whichever may be applicable, regardless of the time of the year in which the retirement becomes effective.
- D. Paragraph L of Article XII entitled as above is supplemented to add a new sub-section thereto to be identified as Section 6 and to read as follows:
- 6. The value of unused compensatory time as may be due to said member on the attendance roster of the Department.
- E. Paragraph M of Article XII entitled as above is supplemented by the addition of a new sub-section to be added thereto and to be designated as Section 6 and to read as follows:
- 6. The value of unused compensatory time as may be due to said member on the attendance roster of the Department.
- A. A new Article designated Article XXII and entitled "Township Personnel Policies" shall be added to said contract.
- 1. The parties hereto agree that insofar as the same is not inconsistent with the specific terms of this contract, the personnel policies contained in the ordinance adopted by the Township Committee on December 14, 1976, and identified as Ordinance No. 3146-A, shall be binding upon the members of the Fire Department. Photostatic copy of said ordinance being attached hereto as Schedule B.

B. Article XVIII of the contract between the parties hereto dated July 23, 1975 be and the same is hereby amended to read as follows:

This contract is for a period of two (2) years, i.e., calendar years 1977 and 1978, except as otherwise herein set forth, provided, however, that all the terms and provisions hereof shall continue in full force and effect until the execution of a new contract. Notwithstanding that the contract is retroactive to January 1, 1977, the mechanical calculations required to provide for back pay are such that the parties hereto do consent, and it is agreeable to the FMBA that such back pay shall be paid as soon as conveniently possible but not later than December 1, 1977.

C. Article XX of the aforesaid contract be and the same is hereby amended to read as follows:

A. Seniority, for the purpose of this contract, is defined to mean the accumulated length of continuous service with this Department computed from the last date of hire. An employee's length of service shall not be reduced by:

1. Time lost due to absence for active military service.

2. Absence due to a bona fide illness or injury certified by the Township physician and arising in line of duty and extending for not more than one (1) year.

Seniority shall be lost, however, for any of the following reasons:

(1) Voluntarily continuing in the active military service beyond the time scheduled for release therefrom.

(2) Voluntarily re-enlisting in the active military service.

(3) Discharge from employment as a member

of the Department.

(4) Resignation as a member of the

Department.

- (5) Failure to return to duty when scheduled upon expiration of an authorized leave of absence.
- (6) Continued absence from duty for five (5) consecutive working days without leave or notice.
- B. In determining seniority within the Department for the purposes of layoffs, promotions and vacation selection, prior service with another Police or Fire Department or other governmental agency shall not be considered in calculating seniority under this contract, but such prior service shall be applicable to salaries, longevity and pension benefits.

Section C of Article XII of said 1975 contract is supplemented by the addition of a new paragraph to be added thereto to read as follows:

Any member who receives an oral reprimand, and does not receive another in any subsequent consecutive five (5) year period, shall have said oral reprimand expunged from his Personnel File. In the event of a written reprimand, the same rules shall apply in that if he does not receive an oral or written reprimand in a subsequent ten (10) year period, said written reprimand shall be expunged from his Personnel File.

Said contract of July 23, 1975 is further supplemented by the addition of a new Article designated as Article XXII, which said Article shall read as follows:

The parties hereto do agree that Fire Officers Association Local 15 Union, New Jersey, may petition the New Jersey Public Employment Relations Commission to be decertified from Local 46 Firemen's Mutual Benevolent Association for the purpose of acting as its own bargaining agent. In the event said

New Jersey Public Employment Relations Commission authorizes

FOA Local 15 to act as a separate bargaining agent for the Superior

Officers of the Fire Department, then and in that event the parties

hereto do agree that said FOA Local 15 may be recognized for

disciplinary action affecting Superior Officers who are members

of FOA and for FOA organizational purposes only and not for any

other purpose, provided, however, that said FOA Local 15 will be

authorized and recognized to bargain independently for the 1979

contract commencing not later than September 1, 1978.

IN WITNESS WHEREOF the party of the first part has caused these presents to be signed by the Chairman of its Township Committee, attested by its Township Clerk, and its corporate seal to be hereto affixed, and the said party of the second part has caused these presents to be signed by its President, attested by its Secretary and its corporate seal affixed thereto, all on the day and year first above written.

ATTEST:

By:

Edward Goodkin, M.D.,
Chairman of the Township
Committee

LOCAL NO. 46 FIREMEN'S MUTUAL
BENEVOLENT ASSOCIATION

By:
George Hochuli, President

Warren L. Henderson
Secretary

## SCHEDULE A

## TOWNSHIP OF UNION FIRE DEPARTMENT VACATION SCHEDULE

## WORKING DAYS OFF

YEARS OF SERVICE	Members of the Department on a 40 Hr. Schedule	Members of the Department on a 42 Hr. Schedule
Less than 1	l day/month	(max. of 8)
1 - 4	10	8
5 - 9	15	12
10 - 14 15 - 19	20	14
20 - 24	25	18
25 & Up	30	20
	. [18] [18] 1 <b>35</b> 원 (18] 1 6 12 12 1	2.4

Probablic NOTICE is hereby to any that the ordinance set forth being was introduced at a meeting of the Tawnship Committee of the number of Union in the County of John held on November 23, 1976, and that the said ordinance will be surfame considered for final passage at a meeting of the said that the Committee at Municipal excallenance. Friberger Park, Morris Avenue, Union, New Jersey on December 14, 1976, at 8 acrock P.M.

MARY T. LIOTTA
Township Clerk

A N OR DINANCE
ESTABLISHING
PERSONNEL AND LEAVE
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EMPLOYEES OF THE
TOWNSHIP OF UNION
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Union
Section 1. The normal work week
for employees of the Township of
Union in the County of Union shall
Union as may be designated
by the Township Official
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Coserved by the Township unioss
at alternate day or an additional
Union day is authorized by the
Governing Body or the Municipal
Administrator

In New Year's Day
In Lincoln's Birthday
In Mashington's Birth

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An ide to one year of service,
work day vacation for each
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filed work days

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Vacation leave will be credited to an employee's account the beginning of each calendar year.
Section 5. Sick leave, as used herein, means pald leave that may be granted to each municipal employee who, (a) through sickness or injury. becomes incapacitated to such an extent that it is impossible for the employee to perform the duties of the position held by said employee, or (b) to employee quarantined (by the Board of Health) because of exposure to a contagious disease, or (c) illness in immediate family which requires the personal attendance of the employee to assure care for the member of the immediate family. The term immediate family, with the term in the same dwelling house as that of the employee, A certificate of a physician in attendance shall be required as sufficient proof of need for the required leave of absence by the employee, showing the employee's required attendance upon his immediate family. Upon application made to the Township Committee the requirement contained herein pertaining to a member of the immediate family will iving in the same dwelling house may, upon the showing of proper extenuating circumstances, be waived.

Section 6. Sick leave, as herein defined, can be accumulated without limit. In the first calendar year of employment an employee shall be entitled to one and one-quarter days of sick leave for each month or major tractional part thereof calculated from the date of commencement of employment. After the first calendar year of employment and employee sick leave each year, which shall be credited to their account at the beginning of each calendar year of said employeers account at the degration of the association of the month of honorable separation from service, the value and an employee in current and propriet and an appropriate and maintend proposed and and calculated and an employee in our such a such department head may request the employee or charged as absence without pay. Nothing here is the mister of the propriet of the employee or one and the propriet of the propriet

Section 8. Absence due to injury received in line of duty shall not be chargeable to the sick leave account of the employee. The statutory limitation, however, of pay for a period not exceeding one year for absence for injury incurred in line of duty shall be strictly adhered to.

Section 9. Permanent personnel are authorized two personal leave days each year for personal purposes. Said two days are not cumulative from year to year and are separate and apart and not to be considered as either sick or vacation leave.

Said two days personal leave may be faken on a one-half day fractional basis provided that department heads maintain accurate records of each such leave.

Part-time employees shall not be entitled to personal leave days.

Section 10. If an employee is required to serve jury duty, such employee shall be paid the regular rate of pay upon presentation of proper evidence of jury service and shall not be required to remit the lury pay to the Township.

Section 11. Female employees may use accrued sick leave or vacation leave for maternity purposes. The period of actual incapacity for work must be supported by a physician's certificate.

Section 12. The Municipal Administrator may grant the privilege of a leave of absence without pay to an employee for a period not to exceed three months at any one time. Such leave of absence may be renewed for additional periods not to exceed three months by the Municipal Administrator provided that the aggregate of all such leave shall not exceed a period of one year. Leave for periods of more than one year cannot be granted except upon approval of the Governing Body and the Department of Civil Service. Notice of all leaves of absence without pay under this section and renewals thereof shall be formarded to the Department of Civil Service. Notice of all leaves of and form and attending any State or National convention of the organizations listed in the aforementioned statute.

Section 13. Any employee's hours and day authorized representative of the Armed Forces shall

none.
From ten to fifteen years of service—three weeks.
From tifteen to twenty years of service—four weeks.
Over twenty years of service—six weeks.

Over twenty years or service six weeks.

The terminal leave may, at the election of the employee, be chargeable against accumulated sick leave to the end that, if there is insufficient accumulated sick leave equal to the amount of terminal leave to which an

employee would be entitled, ferminal leave will be reduced

employee would be entitled terminal leave will be reduced accordingly.

Terminal leave shall be in addition to any vacation time to which an employee may be entitled at the time of his or her separation or retirement.

All pay for allowances to which an employee shall be entitled shall be paid in a lump sum together with pay for any unused vacation leave.

No employee shall be entitled to terminal leave in the event of discharge or dismissal for cause. Section 16 in the event of a death in the immediate family of an employee, the department head may grant up to three days leave with pay. Such leave shall be in addition to vacation leave and sick leave.

Immediate family for the

with pay. Such leave shall use addition to vacation leave and sick leave.

Immediate family for the purpose of this section is defined as father, mother, spouse, child, foster child, sister, brother, father in-law and mother in law.

In the event of a death in the family other than as herein defined, an employee may be excused from duty on the day of burial without such absence being charged to any leave account. Section 17. An employee who is disabled because of an occupational injury or disease may elect to either use accrued sick leave or, in lieu thereof receive payment through a worker's compensation award.

Any amount of salary or wages payable through use of sick leave shall be reduced by the amount of any worker's compensation award.

Section 18. In the instance of an unapproved absence, an employee

any worker's award.

Section 18. In the instance of an unapproved absence, an employee shall notify the department head not later than one hour from the commencement time of the tour of duty on the day of absence.

Section 19. A request for approval of leave shall be made on a form prescribed by the Municipal Administrator. Such request, whenever possible, shall be made far enough in advance to permit adequate approval and to further permit duty coverage by another employee.

Section 20. All absences will be made a matter of record.
Section 21. Temporary (four months employment or less) employees and seasonal employees are not eligible for leave benefits.

Part time employees shall accrue vacation and sick leave on a proportionate basis of the hours worked.

Section 22. Part time employment shall be defined to mean working at least 17½ hours in any one 35 hour work week or at least 20 hours in any one 40 hours in any one 35 hour work week or at least 20 hours in any one 40 hours work week during 26 work weeks per calendar year.

Full-time employment is defined to mean working at least 17½ hours in any one 35 hour work week or at least 20 hours in any one 40 hours work week during 26 work weeks per calendar year.

Full-time employment is defined to mean working at least 17½ hours in any one 35 hour work week or at least 20 hours in any one 40 hours in any one 40 hours in any one 35 hour work week or at least 17½ hours in any one 35 hour work week or at least 17½ hours in any one 35 hours in any one 40 hours in any one 40 hours in any one 40 hours work week or at least 17½ hours in any one 35 hours in any one 40 hours in