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NOT CIRCULATE

AGREEMENT

Between

THE CITY OF UNION CITY,

A Municipal Corporation of the State of New Jersey

and

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

County of Hudson, New Jersey

For 1975

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Institute of Management and
Labor Relations

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RUTGERS UNIVERSITY

This AGREEMENT entered into this 1st of January, 1975,
by and between the City of Union City, Hudson County, New Jersey,
hereinafter called the "City," and the Union City F.M.B.A. #12,
hereinafter called the "Association."

W I T N E S S E T H:

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

WHEREAS, the City and the Association desire that the
service 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 negotiation 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 personnel, officers and men of the fire-fighting force, employed or to be employed including but not limited to:

Members of the Signal Division
Mechanics
Members of the Fire Prevention

but excluding the Fire Chief:

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

A. ASSOCIATION RIGHTS

1. 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. This right to visitation shall not be exercised unreasonably.

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.

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.

2. 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 for elsewhere.

3. The City recognizes the right of every employee member of the Fire Department to freely organize, join and support the Association, and agrees that it shall not directly or indirectly

discourage, deprive, or coerce nor discriminate against any employee member of the Fire Department from his lawful activities within the Association and in behalf of the members of the Fire Department.

4. 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 right pursuant to law such rule or regulation shall not become effective until the parties have exhausted all remedies provided by law.

5. The City shall not enter into a contractual agreement with an Association member 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.

B. DEDUCTION FROM SALARY

1. The City agrees to deduct from the salaries of the Association members dues for the Union City F.M.B.A. #12 as said members individually and voluntarily authorize the City to deduct, pursuant to Chapter 303, Public Laws, 1967, N.J.S.A. 52:14-15.9e. The funds representing said deductions, together

with records pertaining thereto, if any, shall be transmitted to the Office of the Treasurer of the Association no later than thirty (30) days subsequent to the pay period in which the deductions were made.

2. The Association shall certify to the City, in writing, as to the current rate of its membership dues. In the event of a change in that rate, the Association shall notify the City thereof, in writing, prior to the effective date of the change.

ARTICLE III

A. LEAVE OF ABSENCE

1. Leaves shall be granted an Association member who obtains the services of another Association member of equal rank who shall be capable of serving in the stead of the first member and working his tour of duty. Notification should be submitted on previous tour except in case of emergency. No more leave than one (1) working day shall be permitted except in case of emergency which shall be determined by the Chief of the Department.

2. The City agrees that a maximum number of six (6) Association members to be designated by the Association shall be granted leave to attend local or State conventions or other official Association business; provided that the Association notifies the City, in writing, of its intentions so to do, no later than two (2) weeks prior to the time leave is to be taken, except in case of emergency.

3. An Association member may request that the City grant him leave equal to back time owed to him. The City shall notify said member no later than Seventy-Two (72) hours, except in case of emergency, prior to the date the requested leave is to commence as to whether said leave shall be granted.

4. Association members who enter military service of the United States, pursuant to the provisions of the Selective Service Act of 1948, shall be granted all rights and privileges therein made and provided.

5. Association members shall be entitled to the following temporary noncumulative leave of absence with full pay.

(a) Upon the death of a member of the immediate family of an Association member commencing from and including the date of death through the day of the funeral.

For the purpose of construing Paragraph 5(a), "Immediate Family" shall be defined as an Association Member's wife, child, stepchild, mother, father, sister, brother, step-mother, step-father, mother-in-law, father-in-law.

(b) Upon the serious illness of a member of the immediate family of an Association member, leave of absence shall be granted at the discretion of the Chief.

For the purpose of construing Paragraph 5(b), "Immediate Family" shall be defined as an Association member's wife, child, stepchild, mother, father.

(c) To attend the Baptism, Communion, Confirmation, Graduation, or the Marriage of an Association member's immediate family. Time period not to exceed eight (8) hours.

For the purpose of construing Paragraph 5(c), "Immediate Family" shall be defined as an Association Member, their son or daughter.

B. PHYSICAL EXAMINATIONS

1. The City may require any Association member to submit to a physical, neurological, psychiatric or other examination to be performed by a physician selected by the City and at the City's expense.

2. The Association member, nevertheless, reserves unto himself the right to be examined by a physician or physicians of his own choice at his own expense, in addition to any physical examination required by the City.

ARTICLE 3

SICK LEAVE AND TERMINAL LEAVE OF ABSENCE

SECTION 1. Sick leave Policy for all members 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.

SECTION 2. For the purposes of terminal leave, however, and that purpose only, a sick leave bank shall be created consisting of 15 sick leave days per year for each calendar year of employment with the City, which bank shall

only be reduced by reason of sick leave used during the employee's tenure with the City for absences as a result of non-work connected injury or illness. Upon the employee's retirement he shall be paid a terminal leave benefit in no event less than three (3) months pay or on the basis of one day's terminal leave pay for each two remaining accumulated sick days, whichever benefit is greater.

SECTION 3- Non-work connected injury or illness which requires the member to be hospitalized will not be cause for deduction of any benefits from the member's accumulated sick leave.

ARTICLE IV

GRIEVANCE PROCEDURE

1. Definition: Grievance - a grievance is a complaint concerning the interpretation, application or violation of this Agreement, policies, rules and regulations or administrative decisions affecting an Association member 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 supervisors.

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

(b) 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.

2. Grievance Procedure

(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.

The grievance need not be presented in writing. A decision on the grievance shall be made and delivered by the immediate supervisor of the aggrieved person within three (3) days after said grievance has been presented. The Immediate Supervisor shall report all grievances to the Chief of the Department.

(b) If either the aggrieved person or the Association is not satisfied with the disposition of the grievance at Paragraph (a) or if no decision has been rendered within the time allotted, then and in that event, the Association or the aggrieved person may submit a written statement of the grievance to the Director or such person as shall be designated by the Director.

The Director or person acting in his behalf shall submit a written copy of his decision to the Association within seven (7) days from the time of the submission to the Director of the written grievance. Copies of the decision shall simultaneously be served upon the aggrieved person.

ARTICLE V

A. SALARIES AND COMPENSATION

1. Salary of every Association member shall be paid pursuant to the following schedule and commencing January 1, 1975.

Fireman

1st year service	\$12,200.00	(overtime for year \$305.00)
2nd year service	12,300.00	(overtime for year \$308.00)
3rd year service	12,400.00	(overtime for year \$310.00)
4th year service	12,500.00	(over time for year 312.00)

Captain 16,531.00 (overtime for year \$413.00)

Master Mechanic 17,031.00 (overtime for year \$421.00)

Signal System Supt. 17,794.00 (overtime for year \$445.00)

Battalion Chief 19,011.00 (overtime for year \$475.00)

Deputy Chief 21,863.00 (overtime for year \$546.00)

2. OVERTIME

(a) Association members caused to remain on duty at Fire Department's request after their normal relief time, shall be compensated therefor at an hourly rate. Minimum overtime compensation shall, under no circumstances, be less than one (1) hour's pay.

(b) Association members who are required to serve over and above their regular tour of duty, whether for emergency purposes or otherwise, shall be compensated therefor pursuant to Paragraph (a) hereof.

(c) The compensation required to be paid to Association members who have been recalled to duty because of an

emergency shall, under no circumstances, be less than four (4) hour's overtime pay, at the rate of time and one half.

3.(a) A current roster for the purposes expressed in Paragraph (a) hereof, shall be conspicuously displayed upon the bulletin board at all times. This roster shall reflect the date an Association member has been called and his response, if any, to that call. The roster required herein shall pertain to the fire station tour of duty only.

(b) Calls to Association members pursuant to this Paragraph (3) shall be placed no later than twenty-four (24) hours, except in case of emergency, prior to the commencement of the tour of duty the member called is requested to work.

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

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

(e) Overtime compensation shall be included in the Association member's salary and considered a part thereof.

B. LONGEVITY

1. Every Association member shall receive a longevity increment in addition to his salary as follows:

3-5 years service	2% of base pay
6-8 years service	4% of base pay
9-11 years service	6% of base pay
12-15 years service	8% of base pay
15 years service	10% of base pay

2. The City shall commence payment of longevity increments to a qualified Association member on the pay day immediately following the termination date of the prerequisite time period.

3. Longevity increments shall be paid bi-weekly as are salaries.

C. CLOTHING ALLOWANCE

Each Association member shall receive an annual clothing allowance increment in the amount of three hundred fifty dollars (\$350.00), which shall be due and payable and the City shall cause to be paid to the Association member in the month of April.

D. DIFFERENTIAL

The differential between the ranks as exists by salary Ordinance shall remain in effect in accordance with said salary Ordinance.

E. PARITY

The present parity which exists in Fire and Police base salaries shall remain in effect for the balance of this contract.

F. WELFARE

1. The City shall supply to all employees all necessary legal advise and counsel in the defense of charges filed against them in the performance of duty, except in case of disciplinary proceedings instituted against them by the Department of Public Safety, but shall for the settlement of claims for personal injury, death or property damage arising out of or in the course of their employment, and the City shall pay and satisfy all judgments against said employees from such claims.

G. 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.



ARTICLE VI

WORKING HOURS, VACATIONS AND HOLIDAYS

A. WORKING HOURS

1. (a) The work day shall consist of twenty-four (24) consecutive duty hours.

(b) Starting and Quitting Times -

Every officer and fireman shall start the work day at 8 A.M. and quit at 8 A.M. the following day. Nevertheless, any officer or fireman may be properly relieved and quit at 7 A.M. provided it presents no problems to the Chief at that time.

2. WORK WEEK -

The work schedule shall be twenty-four (24) hours on duty, immediately followed by seventy-two (72) hours off duty, twenty-four (24) hours on duty, and so on.

B. VACATIONS

1. (a) Fireman shall be granted six (6) twenty-four (24) hour's work days vacation.

(b) Captains shall be granted seven (7) twenty-four (24) hour's work day's vacation.

(c) Battalion Chiefs shall be granted eight (8) twenty four (24) hour's work day's vacation.

(d) Deputy Chiefs shall be granted eight (8) twenty-four (24) hour's work day's vacation.

(e) Signal Division and Mechanics shall be granted thirty-one (31) days vacation.

2. Association members vacation 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.

3. (a) An Association member 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 Association member's sick leave and vacation time coincide, he shall be charged with sick leave only, and may take his accrued vacation time subsequent.

(b) In the event an Association member is on his vacation time and becomes ill, he shall not be able to stop his vacation time and report on sick time.

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

5. Association members may exchange vacations which have been assigned pursuant to Sub-paragraph (2) hereof.

6. Association members 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 example, if the Association member completes 5, 10 or 15 years of service prior to July 1st he shall be granted the additional vacation day or days for that calendar year. If the Association member completes 5, 10 or 15 years of service after July 1st, he will be granted the additional day or days during the following calendar year.

C. HOLIDAYS

A two (2) hour mealtime period shall be given to those Association members 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 A.M. to 8 P.M.

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

New Year's Day	Labor Day
Washington's Birthday	Veterans Day
Easter Sunday	Election Day
Memorial Day	Thanksgiving Day
July 4th (Independence Day)	Christmas Day

It is recognized by both parties that employees of the Fire Department, in addition to their regular salary, shall receive eight (8) hour's pay for the above holidays whether on duty or off duty. Salaries to be paid five (5) days on first

pay period in December, and five (5) days on first pay period in July.

Schedule of hourly rate used to compute holiday pay.

Fireman

1st year service	\$ 5.85
2nd year service	5.90
3rd year service	5.95
4th year service	6.00

Captain 7.94

Master Mechanic 8.09

Signal System Supt. 8.55

Battalion Chief 9.13

Deputy Chief 10.51

ARTICLE VII
MEDICAL INSURANCE, PENSIONS

A. MEDICAL INSURANCE PROTECTION

1. The City shall provide the health-care insurance protection designated below. The City shall pay the full premium for each Association member, active or retired, and in cases where applicable, for 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

2. The City shall make full payment for the above health care insurance protection on behalf of all Association members, including those members who are on sick leave and/or injured in the line of duty.

B. PENSIONS AND INSURANCE

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

2. Pensions and insurance coverage shall be the same for an Association member 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.

3. The City shall continue to make necessary payment to, and on behalf of, an Association member 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 Association member remained on active duty.

C. HOSPITALIZATION

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

D. DENTAL PLAN

The City agrees to provide, at no expense to the employees, a Dental Plan for all employees covered by this Agreement and their dependents in the amount not less than those already existing from the Prudential Insurance Company or equal.

ARTICLE VIII

UNIFORMS AND PERSONAL EQUIPMENT

1. The following uniforms and personal protection equipment shall be purchased and maintained by the Association member:

- (a) Dress Uniform - Blouse, pants, shirts, caps, socks, tie, etc.
- (b) Work Uniform - Jackets, pants, shirts, caps, shoes, gloves, etc.
- (c) Protective Gear-Helmets, rubber boots, rubber coats, etc.

2. Uniforms shall comply with requirements established by the City at the discretion of the Director.

3. (a) Dress uniforms shall be worn on parade and funeral details.

(b) Work uniforms (as prescribed by the City) shall be worn during the Association member's duty hours.

(c) It shall not be mandatory for an Association member to wear the dress uniform while reporting, to or from the tour of duty at his assigned fire house.

(d) The Association member shall not be required to wear the dress uniform for fire inspection.

ARTICLE IX

MANPOWER AND PROMOTIONS

A. MANPOWER

1. It is recognized that the health, safety and welfare of an Association member is dependent, in part, upon the availability of sufficient manpower. Accordingly, the following manpower strength minimums are established:

(a) Department shall consist of eight (8) Companies- Five (5) Engine Companies; Two (2) Truck Companies and one Squad, One (1) Deputy Chief Car. Response of Four (4) Platoon System.

(b) Ordinance shall be maintained at no less than One Hundred Thirty (130) men catagorized as follows: 91 Fireman; 31 Captains; 5 Chiefs; 1 Mechanic; 1 Superintendent of Alarms; 1 Chief of Department.

(c) It is understood and agreed that there shall be a temporary freeze on the hiring of manpower to any extent over and above the present membership of the fire department. Present membership consists of the following:

87 Firemen
31 Captains
5 Chiefs
1 Mechanic (Master)
1 Signal System Supt.
1 Chief of Department

And such hiring freeze shall remain within the sole discretion of the Director.

2. In order to protect the health and safety of the members of the Association, the following shall be the minimum manpower allowed:

(a) Truck companies to ride minimum of four (4) men.

(b) Engine companies and Rescue Squad to ride minimum of three (3) men.

In the event that the manpower shall, for any reason, fall below minimum manpower strength, such shortage shall be filled by overtime work. Each company is to be manned by an officer. This Agreement may be relaxed to a minimum of 7 companies, consisting of 4 Engine Companies, 2 Truck Companies, and 1 Rescue Squad. During vacation periods if it proves to be impractical at the discretion of the Director.

B. PROMOTIONS

1. In the event a vacancy is created in the Officer Rank of the Department, whether said vacancy be created as a result of retirement, death, discouragement, dismissal or otherwise, an appointment filling said vacancy shall be made from the existing Civil Service List no later than Ninety (90) days from the date the vacancy was created.

2. In the event a vacancy is created in the Firemen Rank of the Department, whether said vacancy be created as a result of retirement, death, discharge, dismissal or otherwise, an appointment filling said vacancy shall be made from the existing Civil Service List no later than Ninety (90) days from the date the vacancy was created.

3. A Civil Service list shall be maintained at all times for Rank of Firemen.

ARTICLE X

MISCELLANEOUS

A. APPEAL

1. After disciplinary proceedings have been concluded, if the Association or the employee concludes that an employee has been unjustly punished or dismissed, it may appeal such judgment to the Department of Civil Service, as provided by law.

2. The City will not require an Association member to take a Polygraph test.

B. TERMINATION OF EMPLOYMENT

Upon termination of the employment of an Association member, regardless of the cause thereof, the City shall pay to the Association member all money due to him up to and including the effective termination date on or before the pay day immediately following the effective termination date. This payment shall include, but not be limited to, compensation due for earned vacation time.

C. IDENTIFICATION CARD

Every Association member shall, at the City's expense, be furnished with a card valid for the purpose of identifying said person as a member of the Department.

D. RIOT AND POLICE DUTIES

1. No Association member shall be required to perform police functions.

2. No Association member shall be required to assist in an attempt to control a riot, near riot or any other disorder by the use of hose streams or otherwise.

E.

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 and Department equipment and apparatus shall be maintained within State Inspection Standards and Specifications.

ARTICLE XI
EDUCATIONAL INCENTIVE

A. The City recognizes the need for the educational advancement of its firemen; therefore, those firemen who have earned an Associate Degree in Arts or Sciences on or before January 1, 1975 from an accredited institution of higher learning, shall receive an additional 2.5% of their annual base salary in the form of an annual payment.

B. Those firemen who on or before January 1, 1975 have earned a Bachelor's Degree in the Arts or Sciences from an accredited institution of higher learning, shall receive 5% of their annual base salary in the form of an annual payment.

C. Any fireman, on or after January 1, 1975, must have obtained his Associate or Bachelor's Degree in Fire Safety in order to qualify him to receive the additional benefits of Paragraphs A or B.

D. Any fireman, on or after January 1, 1975, furthering his education in an accredited institution of higher learning, and is enrolled in a course, which course is a Fire Safety related course, shall be paid annually \$5.00 for each credit earned in addition to his base salary, provided he is not encompassed within Paragraphs A or B above.

DURATION OF AGREEMENT

This Agreement shall become effective on January 1, 1975 and shall terminate on December 31, 1975. If either party desires to change this Agreement it shall notify the other party in writing at least 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

Peter A. Leone

By

Thomas Highton

ATTEST:

NEW JERSEY STATE F.M.B.A.
UNION CITY LOCAL #12

Robert Cabral

By

Roger A. Estabrook