

A G R E E M E N T

Between

THE CITY OF UNION CITY
COUNTY OF HUDSON, NEW JERSEY

and

THE UNION CITY FIRE SUPERIOR OFFICERS ASSOCIATION

JANUARY 1, 1990 through December 31, 1992

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AGREEMENT

This AGREEMENT entered into this _____ day of _____, 1990, 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 FIRE SUPERIOR OFFICERS ORGANIZATION, hereinafter called the "Organization", represents the complete and final understanding on all bargainable issues between the City and the Fire Superior Officers.

WITNESSETH:

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

WHEREAS, the City and the Organization desire that the service to the community be continuous and efficient, and

WHEREAS, the City and the Organization 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 recognizes the Organization as the exclusive negotiation agent and representative for all Lieutenants, Captains, Deputy Chiefs, Fire Prevention Specialists U.F.D./Fire Protection Subcode Officials U.F.D., Fire Prevention Specialists U.F.D., and the Signal Systems Superintendent, but excluding the Fire Chief, and all other uniformed firefighters and employees employed by the City of Union City.

B. The titles Superior, Officer, Superior Officer, "employee," and "member" shall be used interchangeably and shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males and females.

ARTICLE II

ORGANIZATIONAL RIGHTS

A. 1. Upon prior notice to and authorization of their immediate superior and the Duty Chief, duly appointed representatives of the Organization 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.

2. The Organization 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 Chief's office.

3. The Organization Representative(s) shall report to the 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 Organization member or the City such rights as he may have under New Jersey Statutes or other applicable laws or regulations. The rights granted to Organization members hereunder shall in all cases be deemed to be in addition to those provided elsewhere.

Organizational Rights (Continued)

C. The City recognizes the right of every Superior Officer of the Fire Department to freely organize, join, and support the Organization, 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 Organization and in behalf of the members of the Fire Department.

D. The Organization shall be informed and consulted prior to promulgation of any new rule or the proposed modification of any present rule, said notice to the Organization shall be given no later than fourteen (14) calendar days before the effective date of any change. In the event the Organization 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.

E. The City shall not enter into a contractual agreement with an Organization 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.

ARTICLE III

NON-DISCRIMINATION

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

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

ARTICLE IV

DEDUCTION FROM SALARY

A. Upon the Director receiving the written voluntary authorization and assignment of a Fire Superior covered by this Agreement (in the form agreed upon between the City and the Organization, and consistent with applicable Law), the City agrees to deduct from the pay periods of each month, membership dues, fees and assessments, in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the Organization 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 Organization.

B. Any changes in monthly dues will be certified in writing by the President of the Organization 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 not 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 Organization of any newly appointed Fire Superior's classification and rate of pay. The City will similarly notify the Secretary-Treasurer of the Organization of all Fire Superiors who are terminated from the City's payroll.

Deduction From Salary (Continued)

E. The City agrees to deduct the fair share fee from the earnings of those Fire Superiors who elect not to become members of the Organization and transmit the fee to the treasurer of the Fire Superior Officers' Association. This fee shall be 85% of the total union dues plus any assessments for that year. The Organization will notify the City in writing of the costs of the dues and assessments.

F. The deduction shall commence for each Superior who elects not to become a member of the Organization on the first of the month following thirty (30) days written notice from the Organization 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 Fire Superior on the first of the month following sixty (60) days of employment.

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

H. The Organization shall establish and maintain a procedure whereby any Superior can challenge the assessment as computed by the Organization. This appeal procedure shall in no way involve the

Deduction From Salary (Continued)

City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.

I. The Organization 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 Organization to the City, or in reliance upon the official notification on the letterhead of the Organization and signed by the President of the Organization, advising of such changed deduction.

J. Membership in the Organization 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 Organization is required under this Agreement to represent all of the Superiors in the bargaining unit fairly and equally, without regard to Organization membership. The terms of this Agreement have been made for all Fire Superiors in the Bargaining Unit, and not only for members in the Organization and this Agreement has been executed by the City after it had satisfied itself that the Organization is a proper majority representative.

ARTICLE V
LEAVE OF ABSENCE

A. Leaves shall be granted an Organization member who obtains the services of another Organization member of equal rank who shall be capable of serving in the stead of the first member and working his tour of duty. Notification shall 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.

B. The City agrees that a maximum of six (6) employees to be designated by the Organization shall be granted leave to attend State conventions or other official business, provided that the Organization notifies the Chief, in writing, of its intentions to do so, no later than two (2) weeks prior to the time leave is to be taken, except in the case of emergency. This notification process does not apply to union business meetings held within the boundaries of Union City.

C. An employee 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 required leave is to commence as to whether said leave shall be granted.

D. Employees 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.

Leave Of Absence (Continued)

E. Upon serious illness of an immediate family member of an Organization member, leave of absence shall be granted by the Chief. If the Chief can not be reached, the Duty Chief shall grant the leave of absence. Within sixty (60) days the Chief of Department shall determine if the leave time shall be repaid (by working). If the Chief determines that the leave time be repaid, it shall be repaid within ninety (90) days of the chief's determination.

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

F. An employee shall be granted the day with pay to attend Baptism, Communion, Confirmation, Graduation, or the Marriage of an employee's immediate family.

For the purpose of construing Paragraph F, "immediate family" shall be defined as an Organization member, their son or daughter.

C. Bereavement Leave

1. Upon the death of a member of the immediate family of a member, leave shall be granted commencing from and including the date of death through the calendar of day after the funeral.

2. For the purpose of construing Paragraph C, "immediate family" shall be defined as a member's spouse, child, stepchild, mother, father, sister, brother, stepmother, stepfather, and grandparents of employee or spouse.

ARTICLE VI

PHYSICAL EXAMINATIONS

A. The Director or Chief may require any employees to submit to a physical, neurological, psychiatric, or other examination to be performed by a physician selected by the Director or Chief and at the City's expense.

B. The employee, 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 Director or Chief.

ARTICLE VII

SICK LEAVE

A. Sick leave policy for all Fire Superiors 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 employee shall contact the Chief or Duty Chief and submit the name of the doctor or hospital, address and phone number of same.

D. 1. 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.

2. The Chief may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable.

E. An employee on sick leave can expect a visit from the Department Physician or an Officer of the Department, at the discretion of the Chief. The Superior can expect to be called by the Duty Chief, The Chief, or the Chief's representative at intervals during the day, and also, during the first thirty (30) calendar days of the sick leave period.

Sick Leave (Continued)

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

G. Officers diagnosed by their physician and assessed by the Department Physician as being unable to perform their duties for a period of time, equal to or greater than, 30 calendar days, will be required to call the Chief's Office on the first business day of the week between 9 AM and 4 PM. This will relieve the Superior of the responsibility of calling off duty on his tour of duty day.

H. For the purposes of terminal leave, and that purpose only, a sick leave bank shall be established in the amount of 120 hours per annum for each calendar year of employment with the City, which bank shall only be reduced on an hour-for-hour basis by reason of sick leave and during the employee's tenure with the City for absences as a result of non-work connected injury or illness. Upon retirement or death, the employee or his estate shall be paid a terminal leave benefit which shall be no less than 720 hours pay or the amount equivalent to one-half of the remaining accumulated sick leave (1 hour for every two), whichever is greater.

I. 1(a). Work connected injury or illness will not be cause for deduction of any benefits from the employee's accumulated sick leave.

(b). A member hospitalized due to line of duty injuries shall be provided with semi-private accommodations.

(c). When an employee is injured in the line of duty, the employer agrees to bear the cost of all medical, surgical,

Sick Leave (Continued)

therapeutic and pharmaceutical bills, which are reasonable and fair in accordance with the laws and regulations governing New Jersey Worker's Compensation.

2. Non-work connected injury or illness shall be treated in the same manner as ordinary sick leave that is charged to a maximum of 120 hours per year in accordance with Subsection H above.

ARTICLE VIII
GRIEVANCE PROCEDURE

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

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

C. The term "grievance" as used herein means an appeal by an individual employee, group of employees, or the Organization on behalf of an individual employee or group of employees, from the interpretation, application or violation of this Agreement, policies, rules and regulations or administrative decision affecting employees or the Organization.

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

STEP ONE:

The aggrieved or the Organization shall institute action under the provisions herein within fourteen (14) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving

Grievance Procedure (Continued)

the matter informally. The immediate supervisor shall report all grievances to the Duty Chief. The aggrieved member shall report all grievances to the Organization. If the Duty Chief is aggrieved, he shall report the grievance to the Chief of the Department. The Union City Fire Superior Officers Association President or his representative shall be present during the oral discussion between the aggrieved and his superior. No grievance shall be settled where the settlement will affect the interpretation of this Agreement without the approval of the Director and the Organization. Failure to act within said fourteen (14) calendar days shall be deemed to constitute an abandonment of the grievance.

STEP TWO:

If no agreement can be reached orally within fourteen (14) calendar days of the initial discussion with the immediate supervisor, the employee or the Organization may present the grievance in writing within seven (7) calendar days thereafter to the Director or his designated representative. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract violated, and the remedy requested by the grievants. The Director or his designated representative will answer the grievance in writing within seven (7) calendar days of the receipt of the written grievance.

Grievance Procedure (Continued)

STEP THREE:

If the grievance is not settled through Steps One and Two, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the City and the aggrieved. Any other expenses, including but not limited to the presentation of witnesses shall be paid by the parties incurring same. The aggrieved may seek legal aid of counsel and financial aid for the arbitration expense through the Organization by applying in writing to the President of the Union City Fire Superior Officer's Association in accordance to the By-Laws of the Organization.

E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

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

3. The parties agree that only one issue shall be placed before one arbitrator at any time. An arbitrator will be permitted

Grievance Procedure (Continued)

to hear multiple issues only upon the mutual agreement of the parties.

F. The time limits expressed herein shall be strictly adhered to. 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.

G. In the event the aggrieved elects to pursue remedies available through N.J. Department of Personnel, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after expiration of at least thirty (30) calendar days after the decision rendered by the Director on the grievance. If no action is taken by the aggrieved member for an additional thirty (30) calendar days after the first thirty (30) calendar days cooling off period, the grievance will be considered abandoned by this Organization.

ARTICLE IX

SALARIES

J. Hall

ARTICLE IX

SALARIES

The base salary of every employee shall be paid pursuant to the following schedule::

A. Effective Date - January 1, 1990

Lieutenant	\$42,271.00	44,385
Captain	\$48,655.00	51,088
Signal System Superintendent	\$49,673.00	
Fire Prevention Specialist U.F.D./ Fire Protection Subcode Official U.F.D.	\$49,673.00	
Fire Prevention Specialist UFD	\$45,463.00	
Deputy Chief	\$62,817.00	65,958

B. Effective Date - January 1, 1991

Lieutenant	\$45,653.00	
Captain	\$52,547.00	
Signal System Superintendent	\$53,646.00	
Fire Prevention Specialist U.F.D./ Fire Protection Subcode Official U.F.D.	\$53,646.00	
Fire Prevention Specialist UFD	\$49,100.00	
Deputy Chief	\$66,434.00	

C. Effective Date - January 1, 1992

Lieutenant	\$49,305.00	51,770
Captain	\$56,750.00	59,588
Signal System Superintendent	\$57,868.00	
Fire Prevention Specialist U.F.D./ Fire Protection Subcode Official U.F.D.	\$57,868.00	
Deputy Chief	\$71,003.00	74,553
Fire Prevention Specialist U.F.D.	\$52,928.00	

ARTICLE X

OVERTIME

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

B. Employees caused to remain on duty at the Fire Department's request after their normal relief time shall be compensated at one and one-half (1 1/2) their hourly rate for all overtime hours worked. Minimum overtime compensation shall, under no circumstances, be less than one (1) hour's pay.

C. Employees who are required to serve over and above their regular tour of duty, whether for emergency purposes or otherwise, shall be compensated therefore pursuant to Sections A and B hereof.

D. 1. A current roster for the purposes expressed in Sections A and B hereof shall be maintained by the Deputy Chiefs or Duty Chiefs at all times. This roster shall reflect the date an employee 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.

2. Calls to employees pursuant to this Section 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 employee called is requested to work.

Overtime (Continued)

3. No employee shall be required to accept an overtime request, except in case of emergency. However, in the event an employee refuses the 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.

E. 1. The compensation required to be paid to employees who have been recalled to duty because of an emergency shall under no circumstances, be less than four (4) hours overtime pay, at the rate of time and one-half ($1\frac{1}{2}$), determined on a portal-to-portal basis.

2. The compensation required to be paid to employees who are required to appear before any Court or administrative body arising as a result of the performance of his official Fire Department duties, shall receive no less than four (4) hours overtime pay, at the rate of time and one-half ($1\frac{1}{2}$). The duration of "appearance" shall be defined as the time when the employer is required to be and actually is in attendance until the time he is excused.

3. When an employee is recalled to duty, he shall be considered on duty from the time he received the call until the

Overtime (Continued)

time he is relieved from duty. The parties understand and agree that any employee killed or injured while reporting to a recall emergency is considered "on-duty" as if said injury or death had occurred out of an accident arising out of performance of duty while during his regularly scheduled work tours with the City of Union City Fire Service.

F. The hourly rate of each employee covered herein shall be determined by adding base salary, longevity and education incentive divided by 2080 hours, in accordance with the Fair Labor Standards Act.

ARTICLE XI

LONGEVITY

A. Every employee shall receive a longevity increment in addition to salary according to the following schedule on the dates indicated:

FOR 1990

<u>Years of Service</u>	<u>Percentage Increment</u>
3 - 5	3%
6 - 8	7%
9 - 11	10%
12 - 14	14%
Over 15	17%

FOR 1991

<u>Years of Service</u>	<u>Percentage Increment</u>
3 - 5	3%
6 - 8	7%
9 - 11	10%
12 - 14	14%
15 - 22	17%
Over 23	21%

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

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

ARTICLE XII

CLOTHING ALLOWANCE

A. Each employee shall receive a clothing maintenance allowance per annum, which shall be due and payable and the City shall cause to be paid to the employee in the month of June of each year.

The sum referenced above shall be as follows:

1990 \$600.00

1991 \$625.00

1992 \$650.00

B. Any change in uniform which is directed by the employer shall be provided to each employee at the expense of the employer for the initial issue of any such changed items.

ARTICLE XIII

LEGAL REPRESENTATION

The City shall supply to all Fire Superiors all necessary legal advice 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 Fire Superiors from such claim.

ARTICLE XIV

MUTUAL AID

A. The City shall insure that a Fire Superior 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 XV

WORKING HOURS AND WORK WEEK

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

2. Starting and Quitting Time

All Line Officers covered herein shall start the work day at 7:50 AM and quit at 8:00 AM the following day. Nevertheless, any employee may be properly relieved and quit at 7:00 AM, provided it presents no problem(s) to the Deputy Chief at that time.

B. 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.

C. All Staff Officers, including Fire Prevention Specialists U.F.D./Fire Protection Subcode Officials U.F.D., Fire Prevention Specialists U.F.D. and the Signal Systems Superintendent shall start the work day at 8:30 AM and quit at 4:30 PM. Fire Prevention Specialists U.F.D. may be required to work an alternative work schedule from time to time (2:00 PM to 10:00 PM) for the purpose of Life Hazard Registrations and Inspections only. All Staff Officers shall receive one (1) hour for lunch during the mid-day hours. Working hours of all Staff Personnel shall be monitored by the Chief of the Department, or his representative.

ARTICLE XVI

VACATIONS

A. Vacation leave for employees covered by this Agreement shall be as follows, based upon a twenty-four (24) hour work day:

	<u>1990- 1992</u>
Lieutenant	9
Captain	10
Signal Systems Superintendent	35*
Fire Prevention Specialists	35*
Fire Prevention Special U.F.D./ Fire Protection Subcode Officials U.F.D.	35*
Deputy Chief	11

B. Employees' vacations shall be assigned by the City to occur during the term commencing February 1st and ending November 30th, if possible. 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 subsequent.

2. In the event a Fire Superior 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 this estate compensation in lieu of accrued vacation credit.

* These are calculated on the basis of an eight (8) hour work day.

Vacations (Continued)

E. Employees shall be granted one (1) additional vacation day for each five (5) years of service completed up to a maximum of three (3) vacation days. July 1st will be the cut-off date. For example, if the employee completes an increment of five (5) years of service prior to July 1st, he shall be granted the additional vacation day of service after July 1st, otherwise the additional day will be granted during the following calendar year.

F. Vacation leave shall continue to accumulate for a maximum of (2) years from year to year. Annual leave shall vest as of February 1st of each year. Unused vacation leave shall be payable upon death or retirement to a maximum of two (2) years, inclusive of the calendar year of retirement.

G. Each employee covered herein shall receive two (2) personal days per annum. Prior notification, except in emergency circumstances, shall be given to the Deputy Chief of the Department.

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. The holiday compensation paid to each employee covered by this Agreement shall be provided in accordance with each employee's individual hourly rate, as specified in Article X(F).

C. A two (2) hour mealtime period shall be given to those Line Organization 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 8:00 AM to 8:00 PM.

ARTICLE XVIII

MEDICAL INSURANCE, HOSPITALIZATION & 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 employee, 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
- f. Optical Plan - Travelers Insurance
- g. Dental Plan - for all employees covered by this Agreement and their dependents in an amount not less than those already existing from the Delta Insurance Company or equal.

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

3. The City shall provide the Health Care Insurance protection designated below. The City shall pay the full premium for each retired Organization member, and in cases where applicable

Medical Insurance, Hospitalization & Pensions (Continued)

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
- f. Dental Program

4. The Employer, upon thirty (30) days prior notice and mutual agreement of the employee organization, which agreement shall not be unreasonably withheld, may elect to change insurance carriers for the programs referenced herein provided equal or better benefits are provided thereby.

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.

ARTICLE XIX

UNIFORMS AND PERSONAL EQUIPMENT

A. The following uniforms and personal protection equipment shall be purchased and maintained by the employee:

1. Dress uniform - blouse, pants, shirts, caps, socks, tie, etc.

2. Work uniform - jackets, pants, shirts, caps, shoes, etc.

B. Uniforms shall comply with requirements established by the Chief or Director.

C. 1. Dress uniforms shall be worn on parade and funeral details.

2. Work uniforms (as prescribed by the Chief or Director) shall be worn during the employee's duty hours.

3. It shall not be mandatory for an employee to wear the dress uniform while reporting, to or from, the tour of duty at his assigned firehouse.

4. The employee shall not be required to wear the dress uniform for fire inspection.

D. Any employee found to be inappropriately attired or out of uniform shall be subject to disciplinary action.

ARTICLE XX

PROMOTIONS

The employer shall maintain at all times an existing, active N.J. Department of Personnel list with respect to all ranks, excluding the Chief from which both provisional and permanent appointments will be provided in accordance with N.J. Department of Personnel Rules and Regulations.

ARTICLE XXI
MISCELLANEOUS

A. Appeal

1. After disciplinary proceedings have been concluded, if the Organization or the employee concludes that an employee has been unjustly punished or dismissed, it may appeal such judgment to the N.J. Department of Personnel, where such is required.

2. The City shall not require an employee to take a Polygraph test.

B. Termination of Employment

Upon termination of the employment of an employee regardless of the cause thereof, the City shall pay to the employee 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 employee 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 employee 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.

Miscellaneous (Continued)

E. Facilities

1. All sanitary facilities and equipment in each firehouse including, but not limited to, toilets, showers, and washbasins 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.

ARTICLE XXII
EDUCATIONAL INCENTIVE

A. The City recognizes the need for the education advancement of its Superior Officers; therefore, those Superior Officers 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 two point five (2.5%) percent of their annual base salary in the form of an annual payment.

B. Those Superior Officers 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 five (5%) percent of their annual base salary in the form of an annual payment.

C. Those Superior Officers who on or before January 1, 1975 have earned an Associate's Degree in Fire Safety from an accredited institution of higher learning, shall receive an additional five (5%) percent of their annual base salary in the form of an annual payment.

D. Those Superior Officers who on or after January 1, 1975 have earned a Bachelor's Degree in Fire Safety from an accredited institution of higher learning, shall receive an additional ten (10%) percent of their annual base salary in the form of an annual payment.

Educational Incentive (Continued)

E. Any employee, 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 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.

ARTICLE XXIII
MANAGEMENT RIGHTS

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

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.

2. To hire all employees to promote, transfer, assign or retain employees in the positions within the City and in that regard to establish reasonable work rules.

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

4. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

Management Rights (Continued)

5. Employees regardless of regular assignment may be assigned by the Chief or his representative to perform any duty related to their employment.

6. The Director reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient 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 XXIV

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such issue, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.

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 Organization covenants and agrees that during the term of this Agreement neither the Organization 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 damage, or both, in the event of such breach by the Organization or its members.

ARTICLE XXVI

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any court, or any other tribunal of competent jurisdiction, then such provision and/or application shall be deemed inoperative; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE XXVII

NO WAIVER

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

This Agreement is not intended and shall not be construed as a waiver or any right or benefit to which the parties herein are entitled.

ARTICLE XXVIII
SEVERANCE COMPENSATION

The parties agree that each employee covered by this Agreement shall be permitted the option to receive all benefits due and owing to the employee upon retirement pursuant to this contract in either (1) a lump sum payable to the then existing rate of pay or (2) compensatory leave time prior to the effective date of retirement.

In the event an employee elects a lump sum payment, the following conditions shall apply:

- a. The employee shall provide the employer with six (6) months notice prior to the effective date of his retirement;
- b. The lump sum payment shall not exceed his then current total annual compensation less payment already rendered prior to date of retirement;
- c. If there is a balance due and owing after payment pursuant to subsection (b) above, said balance shall be provided in March of the immediately succeeding year.

ARTICLE XXIX
DURATION OF AGREEMENT

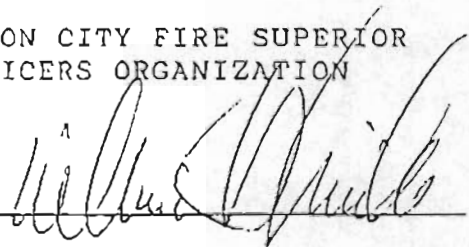
This Agreement shall have a term from January 1, 1990 through December 31, 1992. If the parties have not executed a successor agreement by December 31, 1992, then this Agreement shall continue in full force and effect until a successor agreement is executed.

Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

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

UNION CITY FIRE SUPERIOR
OFFICERS ORGANIZATION

By

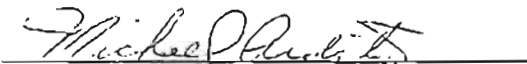


CITY OF UNION CITY, NEW JERSEY

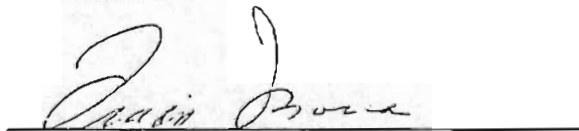
By



ATTEST:



ATTEST:



MEMORANDUM OF AGREEMENT

Date: March 22, 1990

RE: City of Union City, New Jersey and the Union City Fire Superior Officer's Association

WHEREAS, the parties have negotiated a Contract for the period, January 1, 1990 through December 31, 1992; and

WHEREAS, the parties have agreed to make amendments to said contract all of which have been incorporated in the attached draft of the contract.

BE IT RESOLVED, that the undersigned representatives of the Union City Fire Superior Officer's Association have been duly authorized by their bargaining unit members to sign this memorandum and the attached contract; and

BE IT FURTHER RESOLVED that the agreement will be subject to approval upon ratification by the Mayor and Board of Commissioners.

UNION CITY FIRE SUPERIOR
OFFICER'S ASSOCIATION

CITY OF UNION CITY

