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~~ORIGINAL~~

AGREEMENT

between

Union Township
THE TOWNSHIP OF UNION

and

LOCAL NO. 46
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

(Union Security)

X January 1, 1986 through December 31, 1988

LAW OFFICES
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THIS AGREEMENT made this 8th day of July 1986,

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,

W I T N E S S E T H :

WHEREAS, the FMBA has been recognized in accordance with law as the exclusive representative for members of the Fire Department, not including, however, the Superior Officers of said Department; and

WHEREAS, said FMBA has petitioned the Township on behalf of the members of said Department as above indicated to negotiate and bargain in accordance with the law for increased compensation and other fringe benefits; and

WHEREAS, the Township has heretofore appointed a negotiating team and said FMBA has likewise appointed a negotiating team; and

WHEREAS, said negotiating teams have met on numerous occasions; and

WHEREAS, as a result of such negotiations, the parties have reached an agreement;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the parties hereto do agree as follows:

ARTICLE I
RECOGNITION

A. The Township reaffirms its prior recognition of Local No. 46, Firemen's Mutual Benevolent Association, as the exclusive and sole representative for the uniformed members of the Fire Department, excluding the Chief of the Department and the Superior Officers thereof.

B. The parties hereto agree that the FMBA has the right to negotiate concerning salaries, hours and other terms and conditions of employment, including fringe benefits and working conditions and grievances for the personnel covered by this contract.

C. The mechanic and the assistant mechanic on the salary roll of the Fire Department of the Township of Union as of the date of this contract shall be afforded the privileges of this contract, notwithstanding that they are civilian employees of the Fire Department. Any future non-uniformed civilian employees shall not be covered by this contract.

ARTICLE II

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Township agrees to make available to the FMBA at the expense of said FMBA any and all public documents on the same basis that such public documents are available to the general public.

B. The Township agrees to permit the FMBA to continue using Fire Station #2, basement only, for storage of FMBA desk, filing cabinets and related items of the FMBA. The Township also agrees to permit the FMBA to continue the use of Fire Station #2, basement level, for its monthly and any special meetings of the FMBA.

C. The Chief shall permit the FMBA the use of one bulletin board in each firehouse for the posting of notices concerning FMBA business activities. Such notices must not contain obscene, defamatory or offensive language.

D. The Township shall permit the FMBA reasonable use of the copy machine, typewriter, desk, and other related clerical items during such times that they are not in use for Fire Department business.

E. Neither the Township nor the FMBA shall discriminate against any member because of race, creed, color, age, sex, national origin or membership or non-membership in the FMBA or FMBA activity or non-activity.

F. Nothing shall abridge the right of any duly authorized representative of the FMBA to present the views of the FMBA to

Association Rights and Privileges (continued)

the citizens of the Township of Union on issues which affect the welfare of the FMBA.

G. The FMBA shall be allowed to continue the solicitation of advertisements and the selling of dance tickets for the Annual FMBA Dance, in accordance with existing regulations and statutes.

ARTICLE III

ECONOMIC BENEFITS OTHER THAN SALARY

A. Pension Fund Payments

1. Payments to the Pension Fund shall be made in accordance with the statute.

B. Medical Expenses

1. If the Township provides for inoculations to the public, Association members will be permitted a reasonable period of time to receive the inoculations.

2. The FMBA and its individual members will hold the Township harmless from any liability resulting from influenza inoculations.

C. Reimbursement for Expenses

1. Meals shall be paid for or reimbursed by the Township at the rate specified in Schedule I attached hereto. Meal reimbursement will be authorized for personnel on duty in a holdover status at normal eating hours.

2. Mileage. In the event a member of the Department is authorized to use his own vehicle for transportation, mileage shall be computed to and from the Fire department Headquarters, as specified in Schedule II attached hereto.

D. Terms and Conditions of Reimbursements

1. Schools. Members of the Department shall be paid for meals and mileage if not provided, while attending a school

Economic Benefits Other Than Salary (continued)

of fire sciences, or any other institution that he is ordered or authorized to attend. Mileage shall be computed from Fire Department Headquarters or the home of the member to the school, whichever is the shortest.

2. Court Appearances. Meals and mileage expense shall be paid to all off duty members of the Department while attending court or administrative hearings out of the Township with the exception of actions in any court of civil jurisdiction, if the Chief does not provide transportation, or it is not practical to eat at home.

3. Other Assignments. Meals and mileage shall also be paid to any member of the Department while on any official assignment for the Department when an official car is not available and/or when it is not practical for the member of the Department to eat at home.

E. Tolls

All members of the Department shall be compensated for any toll expense incurred while acting in any capacity hereinbefore so defined upon receipt and approval of validated receipts. This shall include receipts for parking fees also.

F. All of the foregoing items in Sections C, D and E are subject to approval of the Chief of the Department.

Economic Benefits Other Than Salary (continued)

G. Upon the death of any FMBA member, the member or his family has the right to retain the member's uniform badge.

ARTICLE IV

EMBODIMENT OF AGREEMENT

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

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE V

DUES DEDUCTION AND AGENCY SHOP

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

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the FMBA shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change.

C. The FMBA will provide the necessary "check-off authorization" form to its new members and the FMBA will secure the signatures of its members on the forms and deliver the signed forms to the Employer. The authorizations of all current FMBA members already in the possession of the Township shall remain effective during the term of this Agreement. The FMBA shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon the salary deduction authorization forms submitted by the FMBA to the Employer.

Agency Shop (continued)

D. The Employer will notify the Secretary-Treasurer of the FMBA of the hiring of all employees, their addresses, birthdate, classification, rate of pay and social security number; and of all removals of employees from the Employer's payroll.

E. Any employee in the bargaining unit on the effective date of this Agreement who does not join the FMBA within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount up to eighty-five (85%) percent of the regular FMBA membership dues, fees and assessments as certified to the Employer by the FMBA. The FMBA may revise its certification of the amount of the representation fee at any time to reflect changes in the FMBA membership dues, fees and assessments. The FMBA's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the FMBA remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the FMBA and the Employer.

F. The FMBA hereby certifies that it has established a demand and return system which provides pro rata returns and which otherwise meets the requirements of N.J.S.A. 34:13(A)-5.5 et seq.

Agency Shop, continued)

G. The FMBA shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation, the Employer shall have no obligation to defend this provision but shall cooperate with the FMBA in defending this provision.

ARTICLE VI

GRIEVANCE PROCEDURE

A. The Grievance Committee shall consist of not more than four (4) members of the FMBA selected by the FMBA. These employees shall be granted leave from duty with pay to attend meetings between the Committee and the Chief of the Department and between the Committee and the Municipal Administrator for the purpose of processing grievances. The names of the members of the Grievance Committee shall be filed with the Chief of the Department within forty-eight (48) hours after their appointment.

B. The procedure for adjusting grievances shall provide the employee with full opportunity of presentation of his grievance and for the participation of the FMBA representatives. Should a dispute arise between the Township, the FMBA and any member employee as to the meaning, application or operation of any provision of this agreement, such dispute or difference shall be presented by any one of the parties within no more than fifteen (15) calendar days from the time the dispute or difference arose, and settled in the manner prescribed herein. The procedure hereby established, unless by mutual consent changed or waived, in part or entirely, shall be as follows:

STEP 1. The grievance shall initially be settled, if possible, internally, between the grievant and his immediate superior officer. If they fail to reach an agreement within five

Grievance Procedure (continued)

(5) working days, the grievant shall furnish a written statement of the grievance to the Chief of the Department, and the Chief is authorized to attempt settlement of the grievance at that level.

STEP 2. If the matter of the grievance cannot be settled internally, then the record of the grievance should be submitted to the Municipal Administrator or his designee within five (5) working days.

STEP 3. The Municipal Administrator or his designee is hereby authorized and empowered to hold a conference concerning the grievance within five (5) calendar days. The Administrator shall answer the grievance within five (5) calendar days after said conference. In the event the Municipal Administrator and the FMBA are unable to settle the grievance at Step 3, then the matter will be referred as hereinafter set forth in Step 4.

STEP 4. In the event the Municipal Administrator and the FMBA and the grievant are unable to settle a dispute in Step 3 above, the FMBA may present such grievance in writing within twelve (12) calendar days thereafter to the New Jersey Public Employment Relations Commission for arbitration. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey. 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.

Grievance Procedure (continued)

C. All reasonable efforts shall be made to handle grievance proceedings and related conferences involving members of the FMBA and the Chief or the Township during non-working hours. However, when extreme urgency demands that such items shall be conducted during working hours, authority shall be granted for such FMBA members as may be authorized to attend such meetings during working hours without any loss of pay.

ARTICLE VII

HOLIDAYS

A. The members of the Department shall be entitled to thirteen (13) paid holidays for the years 1986-7-8.

B. Pay for the aforesaid holidays shall be delivered to each member of the Department on the first day of December annually.

C. 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, unless otherwise directed by the Township Committee.

D. For the period of this contract, the following holidays will be observed.:

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

ARTICLE VIII

HOURS OF WORK

A. Employees who are assigned to fire fighting platoons shall be scheduled to work a maximum of not more than forty-two (42) hours per week, based on an eight (8) day cycle. The present schedule whereby such fire-fighting employees work one twenty-four (24) hour day, with seventy-two (72) hours off shall be continued for the life of this contract, under all existing and prevailing working conditions.

B. Employees who are assigned to straight day work shall be scheduled to work a maximum of not more than forty (40) hours per week based on a five (5) day cycle, Monday through Friday. The hours to be determined by the Chief of the Department. The aforesaid shall be under all existing and prevailing working conditions.

ARTICLE IX

INSURANCE

A. Except as provided in Paragraph B and H herein, the Township shall provide the following group Health Insurance coverage for all active and retired officers (after 25 years of service) and the eligible dependents as defined in the policies of insurance:

1. Basic medical with coverage at least equal to that which has heretofore been in effect.

2. Major medical with coverage at least equal to that which has heretofore been in effect.

3. Dental with coverage at least equal to that which has heretofore been in effect.

4. Prescription with coverage at least equal to that which has heretofore been in effect. (\$2.00 co-pay)

B. Except as provided in sub-paragraph (1) (below), in the event an employee elects to take a deferred pension, (early retirement), or resigns or retires for disability, occurring other than in the line of duty, the employee shall not be entitled to continuance of the aforesaid insurance at the expense of the Township. The Township agrees, however, that said employee may continue coverage under the Township Group at the employee's own cost and expense.

1. If a member retires because of disability resulting from injury incurred in the line of duty, whether traumatic or not, or

Insurance (continued)

in the event a member of the Department elects to take a deferred pension, early retirement, or resigns, or retires with disability occurring other than in the line of duty, and at the time of said retirement or resignation has twenty (20) or more years of service, either with the Department or in the Police and Firemen's Retirement System, he shall be entitled to the continuance by the Township in his favor of the full insurance package provided for in this contract.

C. If an employee's retirement is occasioned by a disability occurring in the line of duty, traumatic or not, he shall be entitled to continuance of all insurance provided for in this contract.

D. The Township shall continue to pay the premium required to provide full benefits for the widow or widower and dependents of any member who expires either before or after retiring after twenty (20) years of service. In addition, the Township shall continue to pay the premium required to provide full benefits for all dependents of members who retire because of injuries incurred in the line of duty, and who subsequently expires, until the widow or said member either dies or remarries.

E. Whenever by reason of this contract the Township carries a member, dependent, or survivor as a part of any group insurance program, the member, dependent or survivor so carried shall annually certify to the Treasurer of the Township that he is, as

Insurance (continued)

of the date of said certification, not covered by any other basic medical or major medical insurance.

F. The Township shall maintain Workers' Compensation Insurance covering all members of the Department.

G. The Township agrees to comply with the provisions of N.J.S.A. 40A:14-28 whenever a member of the Union Fire Department is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties. The Governing Body of the Municipality shall provide said member with the necessary means for the defense of such action or proceeding, including legal counsel and costs for all related defense expenditures other than for his defense in a disciplinary proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member, he shall be reimbursed for the expense of his defense.

H. The Township shall provide Automobile Liability Insurance covering all vehicles used by the Department in an amount of at least \$500,000.00 for each person and each occurrence for bodily injury, and \$100,000.00 for each occurrence for property damage with a \$1,000,000.00 Umbrella Liability Policy.

I. The Township shall also provide Automobile Liability Insurance coverage, covering all vehicles owned by members, while

Insurance (continued)

such vehicles are being used in the performance of the business of the Township of Union Fire Department. This coverage may be in lieu of or in addition to any coverage provided by the individual member.

J. The Township shall pay an additional \$10,000.00 death benefit to the named beneficiary of the deceased member of his estate for accidental death, which said benefit is exclusive of any Workers' Compensation award or judgments resulting from a civil action or pension benefits. Said payment shall be funded by a group insurance policy to be maintained by the Township and payment therefrom shall be made by said insurance carrier upon the proper application being made thereto. The aforesaid death benefits shall only be afforded to members of the Department while they continue to be members thereof. It shall not continue in force upon the resignation, dismissal or retirement of a member from the Department.

K. The FMBA agrees to appoint one (1) member to a Group Health Insurance Review Committee comprised of one (1) representative of each of the Township's Collective Bargaining Units and the Township Administrator or his designee. The purpose of the review committee shall be to review and recommend to the Township Committee appropriate modifications to group health coverage to either enhance benefit levels, reduce costs or both. Voting members of the review committee shall be the representatives of the

Insurance (continued)

PBA, SOA, FMBA, FOA, Council #8 and the Township Administrator or his designee. Recommendations of the Group Health Insurance Committee shall be by majority vote of the voting members present at a properly constituted meeting, which shall then be binding on the FMBA, upon acceptance by the Township. The Township agrees that any modification to the group's basic and major medical coverage to a comprehensive plan, recommended by the review committee, shall be subject to a maximum of a \$100 annual deductible per member or \$300 per member's family with a maximum 20% copayment subject to an annual stop loss of \$400 per member or \$1,200 per member's family.

The Township agrees that any modification to the group's dental or prescription plan coverage, deductibles or copayment levels shall be upon recommendation of the review committee and subject to the acceptance of the Township.

ARTICLE X

EDUCATION

A. Employees may request authorization from the Chief, or his designee, to attend an accredited college or university for the purpose of taking courses leading to an AA or BA/BS degree in fire science or otherwise relating to fire science.

B. Employees authorized to take such classes shall be compensated at the prevailing state college credit hour rate, provided the employee has received at least a grade of "C" or its equivalent.

C. Any employee may, with the approval of the Chief or his designee, be permitted to attend fire science or fire science related seminars with pay. The cost of such seminars and reasonable travel expenses shall be paid for by the Township.

D. Any uniformed member of the Fire Department who attends and successfully completes a fire science related course on his own time will be reimbursed for tuition and reasonable travel expenses in connection with attendance at said course provided:

1. The Chief, or his designee, approves the employee's attendance; and
2. The Chief, or his designee, approves the course; and
3. The employee submits proof of satisfactory completion of the course.

E. Such authorization to attend college, seminars, classes or courses shall not be unreasonably denied.

ARTICLE XI
FUNERAL LEAVE

A. Special leave of absence with pay shall be granted to any member of the Union Fire Department who has had a death in the family.

B. Special leave of absence with pay shall be construed to mean time of death until 48 hours after the funeral for personnel assigned to the 24-hour shift duty and four (4) working days for personnel on the 40-hour shift.

C. This special leave may be extended by the Chief of the Fire Department for reasonable travel time or other unusual circumstances beyond the control of the member.

D. Above noted special leave shall be granted to members of the Department who have had a death of a member of their immediate family.

E. The term immediate family, noted above, shall include the member's spouse, child or stepchild, mother, father, brother, sister, grandparents, grandchildren or other relative living in the household of the member.

F. In addition, members of the Department will be entitled to one (1) 24-hour day as leave for personnel assigned to the 24-hour shift and will be entitled to attend the funeral of the employee's mother-in-law and father-in-law, sister-in-law and brother-in-law (if spouse's brother or sister), son-in-law, daughter-in-law or grandchildren of said member.

G. Members working straight days shall be entitled to one

Funeral Leave (continued)

(1) 24-hour shift off duty to attend the funeral of the member's mother-in-law and father-in-law, sister-in-law and brother-in-law (if spouse's brother or sister), son-in-law and daughter-in-law, aunt, uncle or grandchildren, if said member would be scheduled for duty the day of the funeral.

H. Members assigned to the 24-hour duty shall be entitled to one (1) ten-hour shift off duty (days) or 14-hour shift off duty (nights) to attend the funeral of the member's aunt or uncle.

I. Except as set forth in Paragraph H, members shall not be required to return to duty sooner than their next scheduled tour following the day of funeral services.

ARTICLE XII

LEAVE OF ABSENCE, MILITARY LEAVE

A. Any regular employee who is called into active service, or who volunteers for service, in the Armed Forces of the United States, shall be given a leave of absence for, and will accumulate seniority during such period of service not to exceed four (4) years. Upon the termination of such service he/she will be re-employed at the rate of pay prevailing for work to which he/she is assigned if he/she has not been dishonorably discharged, there is work available, he/she is physically, mentally and emotionally able to perform such work, and he/she makes written application for reinstatement within ninety (90) days after discharge.

B. Any employee covered by this contract shall be entitled to Military and National Guard and Reserve leave and pay in accordance with the Statute and Civil Service Rules and Regulations in such cases made and provided.

ARTICLE XIII

SICK LEAVE

A. 1. Definition

Sick leave is defined to mean absence from post of duty of an employee because of illness, accident or exposure to contagious disease or illness of a member of the immediate family.

2. Sick Leave Allocation

<u>Years of Service</u>	<u>Sick Leave</u>
1 - 5	15
6 - 10	16
11 - 15	17
16 - 20	18
21 - 25	19
26 +	20

B. Sick leave shall accumulate during each employee's term of employment.

C. Sick leave shall not be chargeable against a member of the Department injured in line of duty.

D. Sick leave may be used by a member of the Department for personal illness or in the instance of the illness of a member of his immediate family, as immediate family is defined as follows: father, mother, spouse, child, foster child, sister or brother of the employee, including relatives of the employee residing in the employee's household.

E. 1. Employees shall be entitled to an honorable termination incentive bonus whereby any employee terminating his or her service with the Township after fifteen (15) years of

Sick Leave (continued)

honorable service will be entitled to forty (40) percent of the monetary value at the time of termination of the accumulated unused sick days in the account of each of said employees.

2. Such payment shall be made at the time any such employee so terminating his or her service enters on to terminal leave.

3. In the instance of the death of any employee entitled to the payment herein authorized after the same has accrued, such payment shall be made to the estate of such decedent or to such person as may be designated by him or her, in writing, during his or her lifetime.

F. During the month of March of each year, the Township of Union Fire Department shall furnish written notice to each member of a full accounting of all unused sick leave days as of December 31 of the preceding year.

G. One (1) sick leave day shall constitute either 0800 hours until 1800 hours or 1800 hours until 0800 hours the next day. Sick leave for a full twenty-four (24) hours shall constitute two (2) sick leave days.

H. For members working the straight day schedule one (1) sick leave day shall commence each day at 0800 hours for every day that the member is scheduled to work.

I. The Township may require an employee to submit acceptable medical evidence substantiating the sick leave.

Sick Leave (continued)

J. If the Township is not satisfied with the medical evidence supplied by the employee, the Township may require the employee to be examined by a Township physician at Township expense.

ARTICLE XIV
SPECIAL LEAVE

A. Any employee shall be granted special leave with pay for any days of which he is able to secure another employee to work in his place, provided:

1. Such substitution does not impose additional cost to the Township.
2. Such substitution shall be of equal rank.
3. The officer in charge of the tour on which the substitution is to take place is notified in writing as soon as practicable by the officer in charge of the fire station on the same tour and that same is agreeable to the officer in charge of the platoon and to both of the firemen; further provided the substitute employee shall indicate in writing on a form prescribed by the Chief that he shall be fully responsible to be present and perform duties to the same extent as if he had been regularly scheduled to work that tour.
4. Approval for such special leave shall be made by the Chief or his designee. Such approval shall not be unreasonably denied.

B. The President of the Local, or his designee, will be entitled to be off duty with pay to attend the funeral of a firefighter killed in the line of duty and, upon authority of the

Special Leave (continued)

Chief of the Department, may use a Fire department vehicle for that purpose.

C. The pension representative of the Local shall be authorized leave with pay, if scheduled for duty, to attend meetings of the Pension Committee of the State Association.

D. Said Local agrees to advise the Chief of the Department not later than July 1, 1986, 1987, and 1988 of the number of delegates to which it is entitled for attendance at the State Convention of the State FMBA.

E. The Executive Delegate or the Assistant Executive Delegate of the Local FMBA and one (1) member of Local 46, who may be an officer or trustee of the State FMBA, shall be granted leave from duty with pay from 0800 hours to 1800 hours for all meetings of the State FMBA when such meetings take place at a time when such members are scheduled to be on duty. The President of the FMBA Local will be afforded the same privileges for leave as the Executive Delegate to attend State meetings.

F. The President of the FMBA shall be afforded time off with pay from 1800 hours to 0800 hours the next day when scheduled to be on duty to attend Local 46 FMBA functions, such as the Annual Dance, Christmas Dance/Retirement Dinner, and Election of Officer Night of Local 46 functions only, and also to attend the Valor Award Dinner of the State Association. The President of the FMBA shall be afforded time off with pay from 0800 hours

Special Leave (continued)

the day of the Picnic to 0800 hours the following day when scheduled to be on duty.

G. The Executive Delegate shall be afforded time off with pay from 1800 hours to 0800 hours the next day when scheduled to be on duty to attend the Annual Dance, Retirement Dinner and the Valor Award Dinner.

H. The Chairman of the Annual Picnic shall be afforded time off with pay from 0800 hours to 0800 hours the following day when scheduled to be on duty. The Co-Chairman of the Annual Picnic shall be afforded time off with pay from 0800 hours to 1800 hours when scheduled to be on duty.

I. The Chairman and Co-Chairman of the Annual Dance, Christmas Dinner, Retirement Dinner all sponsored by the Association, shall have time off with pay from 1800 hours to 0800 hours the following day when scheduled to be on duty.

J. The Negotiating Committee shall be afforded time off in accordance with Article XVII.

K. The Grievance Committee shall be afforded time off in accordance with Article VI.

L. Two (2) officers of Local 46 shall be afforded time off with pay to attend local FMBA monthly and special meetings when they are scheduled to be on duty.

M. Absences for any of the foregoing require not less than seventy-two (72) hours written notice to the Chief of the Department.

ARTICLE XV

LONGEVITY

A. The longevity program is reaffirmed, and shall not be reduced in any manner during the life of this contract. Said longevity program shall provide additional compensation for each member as described below:

<u>YEARS OF SERVICE</u>	<u>ADDITIONAL COMPENSATION PER ANNUM WHICH SHALL BE A PERCENTAGE OF THE MEMBER'S ANNUAL SALARY</u>
5 years	2%
10 years	4%
15 years	6%
20 years	8%
24 years	10%

ARTICLE XVI

MANAGEMENT RESPONSIBILITY

A. The Township 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 Township Government and its properties and facilities and the activities relating to or affecting employment of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees;

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

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, 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 Constitution and Laws of New Jersey and of the United States and the specific and express terms of this Agreement and then only to the extent such specific

Management Responsibility (continued)

and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States, and ordinances of Union Township.

C. Nothing contained herein shall be construed to deny, alter or restrict the Township of its rights, responsibilities and authority under R.S. 40 and R.S. 11, or any other national, state, county or local laws or ordinances.

D. Nothing contained herein shall be construed to deny or restrict employees of their rights under the Constitution and Laws of New Jersey and of the United States, more particularly, N.J.S.A. 34:13A-5.3.

ARTICLE XVII

FMBA NEGOTIATING COMMITTEE

A. There shall be no more than four (4) Members of the FMBA Negotiating Committee. These Members shall be granted leave from duty with full pay for all meetings between the Township and the FMBA for the purpose of negotiating an agreement, when such meetings take place at a time during which such Members are scheduled to be on duty. The names of the Members of the negotiating committee shall be furnished to the Chief of the Department within forty-eight (48) hours after their appointment. Members of the negotiating team shall notify the Platoon Commander through the Station Captain at least twenty-four (24) hours in advance in writing, of negotiating sessions scheduled by the Township negotiator.

B. All reasonable efforts shall be made to handle negotiation proceedings and related conferences involving Members of the FMBA and Chief of the Township during non-working hours. However, when extreme urgency demands that such items shall be conducted during working hours, authority shall be granted for such FMBA Members as may be authorized to attend such meetings during working hours without any loss of pay.

ARTICLE XVIII

OVERTIME

A. Compensation for overtime shall be paid in accordance with the statute in such case made and provided at time and one-half the prevailing hourly wage rate. Said prevailing hourly wage rate shall be determined from the annual salary which shall be set forth in the salary ordinance to be hereafter adopted by the Township Committee.

B. If a member is obliged to continue on fire fighting duty after his ordinary tour of duty terminates, he is to be compensated at the overtime rate of one and one-half times his prevailing hourly wage rate for a guaranteed minimum of two (2) hours.

C. If a member is recalled to duty from the recall platoon, he shall be paid at the overtime rate of one and one-half times his prevailing hourly wage rate for a guaranteed minimum of four (4) hours.

D. If a member is called back to duty on his day off during which he is not subject to recall, he shall be paid at the overtime rate of one and one-half times his prevailing hourly wage rate for a guaranteed minimum of eight (8) hours.

E. It is understood and agreed that upon being held over or recalled on a day off that such member of the Department may be obliged to continue on duty for the full number of hours for which he is guaranteed overtime pay, provided, however, that the

Overtime (continued)

member, if he does not desire to so continue, and his services can be dispensed with, may elect to be paid only for such minutes or hours as he actually worked at the aforesaid rate of one and one-half times his prevailing hourly wage rate. It is further understood and agreed that in the event any member is required to remain overtime for not more than fifteen (15) minutes awaiting the arrival of his replacement, that there shall be no compensation for his awaiting overtime.

F. All overtime as outlined herein must be authorized and approved by the Chief of the Department.

G. 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, guaranteed minimum of two (2) hours.

H. If any of said personnel is required to perform non-emergency duty on a Saturday, Sunday or a legal holiday as herein named, then and in that event, they shall be guaranteed compensation for four (4) hours at the rate of time and one-half their regular hourly rate of wages.

I. If a member is off duty and is required by the Township to be in attendance at any court other than as a witness in a civil action, he shall be compensated therefor at time and one-

Overtime (continued)

half of his regular hourly rate of wages for the number of hours actually in attendance at said court with a guaranteed minimum of two (2) hours.

J. Overtime pay shall be calculated at the per diem rate of pay for the member of the Department called upon to work overtime. If a member works consecutive day and night tours, he shall be paid two (2) per diem wages.

K. One unit of per diem for Fireman, First Class is equated to mean

1986 - \$239.94

1987 - 256.86

1988 - 273.42

ARTICLE XIX

PERSONAL DAYS

A. Each member of the Department will be entitled to three (3) personal days leave with pay in the year 1986, and three (3) personal days leave with pay in the year 1987 and also in the year 1988.

B. Application for such personal days leave shall be made to the chief officer in charge of said member's platoon, at least seventy-two (72) hours in advance of said leave. This provision may be waived by the chief officer in charge of the member's platoon, under extreme conditions.

C. At the election of the member concerned, personal days may be used or accumulated, or can be posted as compensatory time. At the discretion of the Chief of the Fire Department such accumulated or posted compensatory time may be used for vacation purposes.

D. Personal days which have been put away as compensatory time may be used any time during the year except for the period between June 15 and September 15. A compensatory personal day cannot be used if it causes overtime.

E. Such accumulated compensatory time as may exist at the time of retirement or death of a member of the Department shall be paid to said member or said member's estate in full at the prevailing wage of such member at the time of said member's death or retirement, or, in lieu thereof, such accumulated compensatory time may be taken as supplemental terminal leave.

Personal Days (continued)

F. No personal days may be authorized for any tour of duty commencing on any of the holidays mentioned under the section of this contract entitled HOLIDAYS. In addition to these thirteen (13) days, Christmas Eve and New Year's Eve shall be included if the taking of same as a personal day would involve overtime to the Department.

G. One personal day shall constitute either the hours of 0800 hours to 1800 hours or 1800 hours until 0800 hours the next morning. If the full twenty-four (24) hours are taken off, this time shall constitute two (2) personal days off.

H. Notwithstanding any other provision in this Article, not more than three (3) unit employees shall be entitled to take a personal leave day at the same time.

ARTICLE XX
PERSONNEL FILES

A. The Township agrees that a personnel file will be maintained on each member of the Department which shall include a record of all oral and written reprimands, copies of which must be served on the member.

B. The contents of the personnel file shall be confidential. However, on the anniversary date of the appointment of each member, each such member shall be entitled to personally review the contents of his file upon reasonable notice to the Chief of the Department. In the event charges or reprimands have been preferred against a member of the Department, such member or his counsel may have access to the contents of such file, in connection with the preparation of his defense to such charges.

C. Such file may be considered by the appointing authority in connection with duty assignments and promotions.

ARTICLE XXI

REASSIGNMENT OF PERSONNEL

A. In the event a vacancy in any position within the Fire Department may exist or is anticipated, the Chief of the Fire department shall notify all Association Members. Said Members may indicate an interest in a transfer to such vacancy, and shall notify the Chief of the Fire department within five (5) calendar days of their interest in such reassignment.

B. Such notification shall be in writing.

C. The Chief of the Fire department shall consider the Member's seniority and qualifications for such reassignment. Granting of such requests shall not be denied without good reason.

D. Denial of any such requests shall be made known to the Member by the Chief of the Fire Department within five (5) calendar days after receipt of such request.

E. Any transfer mandated by the Chief of the Fire department shall ensure that no Association Member works more than an average of forty-two (42) hours per week in the case of a Member serving on the fire fighting platoons, or forty (40) hours per week in the case of a Member serving on the straight day force. If any Association Member is required to work more than the aforementioned hours in either case outlined above, said Member shall receive overtime pay for the full minimum mandated pay as outlined, under "OVERTIME."

ARTICLE XXII

RETIREMENT BENEFITS

A. Upon the retirement, resignation or death of a member of the Association after twenty-five (25) years of service, or upon the retirement, resignation or death of a member of the Association who is forced to retire or expires because of an in-service injury, said member shall be entitled to the following:

1. Money value of such vacation as may have been earned by him in the year prior to his retirement, not taken by him, and the money value of the full term of vacation to which he would be entitled in the year of retirement, resignation or death.
2. The money value of thirteen (13) holidays based upon the formula heretofore established in this contract for the full thirteen (13) holidays.
3. The money value of the unused sick leave days, based upon the salary in the year of retirement, resignation or death, in accordance with the following:
 - a. Employees shall be entitled to an honorable termination incentive bonus whereby any employee terminating his or her service with the Township after fifteen (15) years of honorable service will be entitled to forty (40) percent of the monetary value at the time of termination of the accumulated unused sick days in the account of each of said employees.

Retirement Benefits (continued)

b. Such payment shall be made at the time any such employee so terminating his or her service enters on to terminal leave.

c. In the instance of the death of any employee entitled to the payment herein authorized after the same has accrued, such payment shall be made to the estate of such decedent or to such person as may be designated by him or her, in writing, during his or her lifetime.

4. Salary to date of retirement, resignation or death.
5. The value of unused personal days, vacation days or other compensatory time as may be due to said member on the date of such retirement, resignation or death.
6. Such additional monetary or other benefits as may be mandated by Township ordinance.

B. Employees terminating their employment within the meaning of Section A prior to July 1 are entitled to one-half (1/2) of the benefits as outlined in Section A (1) - (6). Employees terminating their employment within the meaning of Section A after July 1 are entitled to the full benefits as outlined in Section A (1) - (6).

C. Any member of the Association resigning, retiring or expiring or otherwise voluntarily terminating his service with the Township of Union Fire Department prior to twenty-five (25) years of service will be entitled to the following:

Retirement Benefits (continued)

1. The money value of such vacation as may have been earned in the year prior to his retirement, resignation or death, not taken by said member, and the money value of that part of the vacation earned in the year of said retirement, death or resignation.
2. The money value of such holidays as may have antedated the date of the resignation, retirement or death, being apportioned at the rate of one and one-twelfth (1 1/12th) holiday per month of actual service.
3. The money value of the unused sick leave days, based upon the salary in the year of retirement, resignation or death, in accordance with Article XXII (A) (3) of this contract.
4. Salary to date of retirement, resignation, death or otherwise terminating such service.
5. The value of unused vacation days, personal days and compensatory time as may be due said member, to the date of such retirement, resignation or death.
6. An employee, at his option, may elect to have his retirement and severance benefits for accumulated but unused sick time, paid in the calendar year following the year of his retirement, resignation or death.

ARTICLE XXIII

SALARIES

A. Each member of the Department covered by the terms of this contract shall receive annual compensation (exclusive of longevity pay) in accordance with the following schedule:

	<u>1986*</u>	<u>1987*</u>	<u>1988*</u>
Fire Fighter 1st Class	\$29,127	\$31,166	\$33,192
Fire Fighter 2nd Class	27,511	29,437	31,351
Fire Fighter 3rd Class	25,896	27,709	29,510
Fire Fighter 4th Class	24,280	25,980	27,669
Fire Fighter 5th Class	22,649	24,235	25,811
Mechanics, Fire Apparatus	26,743- 27,511	28,615- 29,437	30,475- 31,351

B. An additional stipend of \$500.00 per annum shall be paid to members assigned to the Fire Prevention Training or Administrative Sections.

ARTICLE XXIV

SENIORITY

A. Seniority, for the purpose of this contract, is defined to mean the accumulated length of continuous service with the Township of Union Fire Department, computed from the last date of hire.

B. Seniority, for the purpose of retirement benefits, is defined to mean the accumulated length of continuous service with the Township of Union Fire Department, computed from the date of hire, subject to Paragraph C.

C. 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 considered in determining salaries, longevity, pension benefits and retirement benefits.

- D. 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.
 3. Absence due to an injury arising in the line of duty which shall be certified by the Township physician and extending for not more than one (1) year.

ARTICLE XXV

SEVERABILITY

A. In the event that any provisions of this agreement between the parties shall be held by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby, but shall be continued in full force and effect.

Uniform Allowance (continued)

Fire Department is damaged or destroyed in the line of duty, or not in compliance with safety standards, the Township shall pay for the replacement or repair thereof upon voucher submitted therefor and approved by the Chief of the Fire Department.

ARTICLE XXVII

VACATIONS

A. Vacations for the members of the Department shall be in accordance with the schedule set forth herein. Vacations shall be taken in the year following the year in which earned.

B. The Chief of the Fire Department shall allot vacation periods in order to assure orderly operation and adequate continuous service but will grant vacation so far as possible in accordance with the desires of the members in order of their seniority in grade. These schedules shall be completed by December 15 annually.

C. Members of the Fire Department who are assigned to straight day work shall be given the required amount of working days vacation so that the amount of consecutive days off is approximately equal to that of shift members.

D. Four (4) firemen shall be permitted on vacation at one time on each of the four (4) tours of duty presently scheduled by the Chief of the Fire Department.

E. The first vacation selections of the members may be picked back-to-back to insure that no open dates appear between mid-June and mid-September.

F. Split vacations will be allowed. When splitting 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

Vacations (continued)

December 31, vacations may be picked in multiples of even numbers. There will be no mandatory splitting of vacations. A man can pick his full vacation at any time he desires during open periods, within his normal seniority pick.

G. Vacation time must be used for actual vacation purposes within the calendar year in which the time is due or, at the discretion of the Chief, not later than the next calendar year and cannot be waived or posted in the compensatory time book or otherwise accrued from year to year, provided, however, vacation time waived and posted in the compensatory time book prior to the date of the execution of this agreement shall be reserved and dealt with in accordance with the prior custom and practice of permitting accrual of vacation days.

H. A member of the Department may request a deferral of his vacation period in the discretion of the Chief of the Fire Department to the next year but not beyond December 31 thereof. Said deferred vacation cannot be taken, however, between mid-June and mid-September.

I. In the event an employee is unable to report for work because of sick leave or injury occurring in the line of duty and during said leave the period scheduled for his vacation occurs, said vacation or that part of it which the employee has not taken will be postponed until the employee returns to duty and at that time the period selected for the entire or remaining vacation period may be selected from any open period then available. If

Vacations (continued)

any member postpones his vacation because of sick leave or injury occurring in the line of duty, the Chief of the Fire Department may require a doctor's certificate before approving such postponement.

J. Any member of the Department scheduled to retire between January 1 and April 1 of any year shall not be included in the vacation schedule. A member intending to retire subsequent to December 1 of any year shall give notice of said intention at least sixty (60) days prior to said December 1.

K. One (1) vacation day shall constitute the off hours from 0800 hours until 1800 hours or 1800 hours until 0800 hours the next day. A full twenty-four (24) hour period shall constitute two (2) vacation days.

L. Each member of the Department will receive his vacation pay in full prior to the commencement of each vacation period, except that in the event of a change of a vacation period for the convenience of a member, then and in that event the original date for vacation pay shall pertain.

M. There shall be no limit to the number of vacation selections a member is entitled to, so long as each vacation selection is for a minimum of four (4) working days.

N. No member of the Department shall be credited or charged with more vacation days annually than any other member of the Department with like seniority. Vacation time shall be allotted by the Chief of the Fire Department to ensure that each member shall receive equal off duty time as follows:

Vacations (continued)

1. VACATION SCHEDULE

<u>Years of Service</u>	<u>1986-1987-1988</u>
Less than 1	1 day/month (Maximum of 8)
1 - 3	10
4	15
5 - 9	19
10 - 14	21
15 - 19	25
20 - 24	27
25 - Up	31

2. The vacation schedule set forth above is intended to mean that the days therein set forth are earned in the year indicated but are not actually taken until the following year in each instance.
3. With reference to the items above appearing within the bracket the same pertain only to personnel appointed after January 1, 1984. Any members of the Department appointed prior to that date will be entitled to vacation as set forth below, namely:

1 year to 4 years inclusive - 15 days

ARTICLE XXVIII

NO-STRIKE PLEDGE

A. The FMBA covenants and agrees that during the term of this Agreement neither the FMBA nor any person authorized to act in its behalf will cause, authorize or support any strike (i.e., the concerted failure to report for duty, or concerted willful absence of a firefighter from his duties of employment), or other job action (concerted refusal to perform assigned duties) against the Township. The FMBA agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike or job action, it is covenanted and agreed that participation in any such activity by any FMBA member shall be deemed grounds for disciplinary action.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the FMBA or its members.

ARTICLE XXIX

MAINTENANCE OF STANDARDS

Except-as modified by or provided elsewhere in this Agreement, all mandatorily negotiable terms and conditions of employment shall be maintained at the highest standards in existence at the execution of this Agreement.

ARTICLE XXX
ACTING CAPACITY

Any employee who is directed by a superior to perform services of a type required of an employee of a higher rank for a period of one (1) full work day shall be considered as acting in the capacity of that higher rank and shall be paid at the rate of pay of the higher rank.

ARTICLE XXIX

TERM OF CONTRACT

This Agreement shall be in full force and effect as of January 1, 1986, and shall remain in effect to and including December 31, 1988, without any reopening date. The economic terms of this Agreement, including salaries, benefits, increases and fringe benefit changes shall apply effective January 1, 1986, only for employees on the Township's payroll as of the date of the signing of this Agreement or who die or retire within the meaning of the Police and Firemen's Retirement System.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective corporate officers the day and year first aforesaid.

ATTEST:

Henry Carr

TOWNSHIP OF UNION IN THE
COUNTY OF UNION

By: Anthony E. Pass

ATTEST:

Jerome J. Hollen

LOCAL NO. 46, FIREMEN'S MUTUAL
BENEVOLENT ASSOCIATION

By: Robert E. Bramer

SCHEDULE I

MEAL REIMBURSEMENT

1986-1987-1988

\$6.50 per meal

SCHEDULE II

MILEAGE REIMBURSEMENT

1986-1987-1988

\$.23 per mile

The Township of Union and FMBA Local No. 46 in an effort to resolve a contract negotiations dispute concerning hydrant repair and mechanic, fire apparatus titles agree as follows:

1. The hydrant repair and mechanic, fire apparatus titles are currently claimed to be included in both the FMBA and Union Council No. 8 collective negotiations unity.

2. The Township agrees to be bound by a representation election conducted by the Public Employment Relations Commission.

3. Should the employees in the disputed titles vote to be included in the FMBA negotiations unit, the Township will agree to include the disputed titles in the FMBA unit.

4. During the period before the final resolution of this dispute by PERC, the Township agrees to maintain the status quo with regard to the terms and conditions of employment of said titles.

5. The FMBA agrees to file a representation petition with PERC concerning the disputed titles.

s/ Thomas J. Strapp
TOWNSHIP OF UNION

s/ Robert E. Brauer
FMBA

DATE 7/7/86