

02/11/93 ✓  
795

A G R E E M E N T

Between

THE CITY OF UNION CITY  
COUNTY OF HUDSON, NEW JERSEY

and

THE UNION CITY FMBA LOCAL 12

---

JANUARY 1, 1990 through JUNE 30, 1993

---

FILE COPY  
COPY

COPY

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	AGREEMENT	1
I	DEFINITIONS	1
II	RECOGNITION	2
III	ASSOCIATION RIGHTS	3
IV	DEDUCTION FROM SALARY	5
V	LEAVE OF ABSENCE	8
VI	PHYSICAL EXAMINATION	10
VII	SICK LEAVE AND TERMINAL LEAVE	11
VIII	GRIEVANCE PROCEDURE	13
IX	SALARIES	18
X	OVERTIME	19
XI	LONGEVITY	20
XII	CLOTHING ALLOWANCE	21
XIII	NON-DISCRIMINATION	22
XIV	LEGAL REPRESENTATION	23
XV	MUTUAL AID	23
XVI	WORKING HOURS AND WORK WEEK	23
XVII	VACATIONS	24
XVIII	HOLIDAYS & HOLIDAY PAY	26
XIX	MEDICAL INSURANCE, HOSPITALIZATION AND PENSIONS	27

XX	EMPLOYEE BILL OF RIGHTS	29
XXI	UNIFORMS & PERSONAL EQUIPMENT	31
XXII	MANPOWER AND PROMOTIONS	32
XXIII	MISCELLANEOUS	32
XXIV	EDUCATIONAL INCENTIVE	34
XXV	MANAGEMENT RIGHTS	35
XXVI	FULLY BARGAINED PROVISION	37
XXVII	MAINTENANCE OF OPERATIONS	37
XXVIII	SEPARABILITY AND SAVINGS	38
XXIX	NO WAIVER	38
XXX	DURATION OF AGREEMENT	39
	EXHIBIT #1	

AGREEMENT

This AGREEMENT entered into this 15th. day of May 1991 by and between the CITY OF UNION CITY, Hudson County, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and the UNION CITY FMBA LOCAL 12, hereinafter called the "Association".

WITNESSETH:

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

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

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

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

ARTICLE I

DEFINITIONS

A. "FMBA" means the Union City Firemen's Mutual Benevolent Association Local Number Twelve.

B. Fee Payer. An employee covered by this Agreement but not affiliated with the bargaining representative, FMBA Local #12.

- C. "Department" means Union City Fire Department.
- D. "Employer" means the City of Union City.
- E. "Chief" means the Chief of the Fire Department.
- F. " Immediate Supervisor" means the immediate supervising officer of the member claiming grievance.
- G. "Department Head" means the Commissioner of Public Safety.
- H. "Association Officer" refers to elected officers of the FMBA.
- I. "Representative" means FMBA President, State Delegate, or other designated FMBA official authorized to represent its members in the adjustment of grievance or other matters affecting the employees.
- J. "City" means the Mayor and the Board of Commissioners of the City of Union City.

## ARTICLE II

### RECOGNITION

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

firefighters within the Fire Department of the City of Union City, but excluding all other employees.

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

C. All conditions of employment relating to wages, hours of work and general working conditions presently in effect for employees shall be maintained at no less than the standards now in effect, and the conditions of employment shall be improved wherever specific provisions for improvement are made in this Agreement.

### ARTICLE III

#### ASSOCIATION RIGHTS

A. 1. Upon prior notice to and authorization of the Chief, Tour Commander or the Department Head, duly appointed representatives of the Association shall be permitted to visit the central station or sub-stations in order to inspect, ascertain, and assure that the provisions of this Agreement are being properly observed. Authorization shall not be unreasonably withheld. In the event that the Chief or Deputy Chief cannot be reached, the Tour Commander can grant permission.

2. The Association Representative(s) shall be permitted to visit City Hall for the purpose of meeting with the Department Head in order to discuss the contract, grievances, etc., after the appointment has been made by the Chief.

3. The Association Representative(s) shall report to the Chief or person in charge of the Station immediately upon entering the premises. The visitors shall in no way interfere with or impede the performance of work or other activity at the visitation site. The person in charge will record visitors, including Association Representatives in the log book.

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

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

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

ARTICLE IV

DEDUCTION FROM SALARY

A. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the City and the Association, as per Exhibit #1), the City agrees to deduct from the pay periods of each month, membership dues, initiation fees where applicable, or assessments, in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the Association during the full term of this Agreement and any extension or renewal thereof. The City shall promptly remit monthly any and all amounts so deducted with a list of changes to the Secretary-Treasurer of the Association.

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

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

D. The City will notify the Secretary-Treasurer of the Association, monthly, of the hiring of all employees, their



address, birth date, classification, rate of pay, and social security number. The City will similarly notify the Secretary-Treasurer of the Association of all employees who are terminated from the City's payroll.

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

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

G. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues available only to

members of the Association, but in no event shall the fee exceed eight-five (85%) percent of the regular membership dues, fees and assessments.

H. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.

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

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

City after it had satisfied itself that the Association is a proper majority representative.

ARTICLE V

LEAVE OF ABSENCE

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

B. The City agrees that a maximum of six (6) duly elected officers and convention delegates designated by the association, shall be granted leave to attend State Conventions. Also, the City agrees that a maximum of three (3) employees, designated by the association, shall be granted leave to attend other official business; provided that the Association notifies the Chief of the Department, in writing, of it's intentions to do so, no later than two (2) weeks prior to the time that leave is to be taken, except in case of emergency. In addition, at least one Union Official or his designated representative shall be granted leave to attend official business within the City of Union City with no advanced notice, except during an emergency.

C. An employee may request that the City grant him leave equal to back time owed to him. The City shall notify said employee 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.

E. Employees shall be entitled to the following temporary noncumulative leaves of absence with full pay:

1. Upon serious illness of a member of the immediate family of an employee, leave of absence may be granted at the discretion of the Chief, if the Chief cannot be reached, the Tour Commander may grant the leave.

2. To attend Baptism, Communion, Confirmation, Graduation, or the Marriage of an employee's immediate family. The time period shall not exceed twenty four (24) hours.

For the purpose of construing Paragraph E2, "immediate family" shall be defined as the employee, employee's son or daughter, stepchild. This shall also include a "legal charge", who has been declared such by a court of competent jurisdiction or other appropriate forum.

3. Funeral Leave

a. In the event of death in the employee's immediate family, the employee shall be granted time off without

loss of pay between the day of death up to and including the day of the funeral.

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

4. Each employee shall be entitled to one (1) tour off, with pay, immediately succeeding the birth of his child. In the event that the employee's spouse goes into labor on an employees' scheduled workday, he may be excused for the entire tour or that part thereof when the employees spouse goes into labor. Labor leave shall not exceed one (1) day per birth.

5. Each employee covered by this Agreement shall be entitled to one (1) personal day per year upon prior notice rendered to the Deputy Chief in charge, except in emergent circumstances.

#### ARTICLE VI

##### PHYSICAL EXAMINATIONS

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

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 City.

ARTICLE VII

SICK LEAVE AND TERMINAL LEAVE

A. Sick leave policy for all employees covered by this Agreement shall continue as in the past, i.e. sick leave (to a maximum of one year) 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 in charge and submit the name of the doctor or hospital, address and phone number of same.

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

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

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

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

H. 1. For the purposes of terminal leave, however, and that purpose only, a sick leave bank shall be created consisting of one hundred twenty (120) hours per year for each calendar year of employment with the City, which bank shall only be reduced by reason of sick leave used during the employee's tenure with the City for absences as a result of non-work connected injury or illness.

2. Upon the employee's retirement he shall be paid a terminal leave benefit in no event less than seven hundred twenty (720) hours pay or on the basis of one half of the remaining accumulated sick leave (one hour for every two), whichever benefit is greater.

3. Sick time shall be deducted on an hour for hour basis for regularly scheduled work time which is missed due to non-work related injury or illness.

4. In the case of an employee's death, such shall be

considered retirement for the purposes of the terminal leave benefit being awarded and his estate shall be entitled to the compensation owed.

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

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 one hundred twenty (120) hours per year.

#### ARTICLE VIII

#### GRIEVANCE PROCEDURE

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

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

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



3. "Days" herein shall mean business days not including Saturdays, Sundays and holidays.

B. 1. The President of the Association or his duly designated representative shall be recognized by the Chief of the Fire Department for the purpose of presenting the grievance. The grievance may be so presented with or without the presence or permission of the aggrieved person.

2. Step 1: The grievance shall be presented to the immediate supervisor (Captain or Lieutenant) and it need not be in writing. A decision on the grievance shall be rendered by the immediate supervisor immediately.

3. Step 2: If either the aggrieved person or the Association is not satisfied with the disposition of the grievance in Step 1, then the Association or the aggrieved person may present it to the Deputy Chief of the aggrieved person within eight (8) business days of the date such grievance was presented to the immediate supervisor. The grievance need not be in writing and a decision shall be rendered to the Association within four (4) business days.

4. Step 3: If either the aggrieved person or the Association is not satisfied with the disposition of the grievance in Step 2, then the Association or the aggrieved person may present it to the Chief of the Fire Department within seven (7) business

days of the decision by the Deputy Chief or within seven (7) business days upon the expiration of the allotted time in Step 2 if no decision is rendered. The grievance must be in writing and a decision shall be rendered to the Association within seven (7) business days.

5. Step 4: If either the aggrieved person or the Association is not satisfied with the disposition of the grievance in Step 3, then the Association or the aggrieved person may present it to the Director of Public Safety or his designated representative within fourteen (14) business days of the decision by the Chief of the Fire Department or within fourteen (14) business days upon the expiration of the allotted time in Step 3 if no decision is rendered. The grievance must be in writing and a decision shall be rendered simultaneously to the Association and the aggrieved person within fourteen (14) business days.

6. If the grievance is not settled in Steps 1 through 4, 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 Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

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

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

8. The Time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any Step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any Step in the grievance procedure.

9. In the event the aggrieved elects to pursue remedies available through the New Jersey Department of Personnel, the grievance shall be canceled and the matter withdrawn from this

procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the Decision rendered by the Director on the grievance. In the event the grievant pursues his remedies through New Jersey Department of Personnel, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association, whichever is responsible for the costs incurred.

ARTICLE IX

SALARIES

A. The annual base salary\* for all employees covered by this Agreement shall be as follows:

FIREFIGHTER                      EFFECTIVE                      JANUARY 1, 1990

1st. year	33,671.00
2nd. year	34,800.00
3rd. year	36,114.00
4th. year	37,434.00

FIREFIGHTER                      EFFECTIVE                      JANUARY 1, 1991

1st. year	35,691.00
2nd. year	36,888.00
3rd. year	38,281.00
4th. year	39,680.00

FIREFIGHTER                      EFFECTIVE                      JULY 1, 1991

1st. year	36,048.00
2nd. year	37,257.00
3rd. year	38,664.00
4th. year	40,077.00

FIREFIGHTER                      EFFECTIVE                      JANUARY 1, 1992

1st. year	37,490.00
2nd. year	38,747.00
3rd. year	40,211.00
4th. year	41,680.00

FIREFIGHTER                      EFFECTIVE                      JANUARY 1, 1993

1st. year	38,240.00
2nd. year	39,522.00
3rd. year	41,015.00
4th. year	42,514.00

(\* Effective January 1, 1990, the annual base salary shall include pay previously referred to as "annual overtime"

B. Hourly rate shall be the sum of employee's annual compensation (base salary, longevity and education incentive) divided by 2080 hours, as defined by the Fair Labor Standards Act.

#### 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 therefor pursuant to Sections A and B hereof.

D. 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) hour's overtime pay, at the rate of time and one-half (1 1/2).

E. 1. A current roster for the purposes expressed in Sections A and B hereof shall be conspicuously displayed upon the bulletin board 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. Except in cases of emergency, calls to employees pursuant to this Section shall be placed no later than twenty-four (24) hours prior to the commencement of the tour of duty the employee called is requested to work.

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

4. Overtime rates shall be calculated from the prevailing salary scale as herein before 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.

#### ARTICLE XI

#### LONGEVITY

A. All employees covered by this Agreement, except

those specified in subsection B herein, shall receive longevity pursuant to the following schedule:

<u>Years of Service</u>	<u>% of Base Salary</u>
0 - 2	0 0
3 - 5	3 4
6 - 8	7 8
9 - 11	10 11
12 - 14	14 15
15 - 22	17
23+	21

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

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

#### ARTICLE XII

##### CLOTHING ALLOWANCE

A. Each employee shall receive an annual clothing allowance increment in the amount of \$650.00, which shall be due and payable no later than the first payroll check in June of each year. If such payment is not provided, then each employee covered by this Agreement shall receive an additional ten (10%) percent of this payment.



B. In the event the Employer mandates a change in uniform, the Employer shall provide at its sole expense, the initial issue of any such changed items.

C. The sole purpose of clothing allowance is to clean and maintain the dress and work uniforms including but not limited to blouse, slacks, footwear, socks, belt and head apparel.

D. Upon provision by the Employer of individual, secured lockers, employees covered herein shall be responsible for protective gear which is lost, misplaced or stolen due to the employee's own negligence.

#### ARTICLE XIII

##### NON-DISCRIMINATION

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

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

ARTICLE XIV

LEGAL REPRESENTATION

The City shall supply to all employees 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 employees from such claim.

ARTICLE XV

MUTUAL AID

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

ARTICLE XVI

WORKING HOURS AND WORK WEEK

A. Work Day.

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

2. Starting and Quitting Times

Every employee covered herein shall start the work day at 8:00 a.m. and quit at 8:00 a.m. the following day. Nevertheless, any employee covered herein may be properly relieved and quit at 7:00 a.m., provided it presents no problem(s) to the Deputy Chief or Tour Commander 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. Newly Appointed Firefighters

The work schedule for newly appointed firefighters shall be their training schedule. Upon completion of said training, firefighters shall be placed in the regular rotational schedule referenced hereinabove.

ARTICLE XVII

VACATIONS

A. Each employee covered by this Agreement shall receive vacation based in the following schedule:

1st. year - seven tours (24 hours) which shall be prorated from date of appointment through December 30 of that year:

	<u>1990 - 1993</u>
1 - 5 years	8 9
6 - 10 years	9 10
11 - 15 years	10 11
Over 15 years	11 12

Each employee covered by this Agreement shall be entitled to one (1) personal day per annum, which shall be granted upon prior notice to the Deputy Chief in charge except where notice is precluded by emergent circumstances.

B. Employee's vacation shall be assigned by the employees Deputy Chief in Charge. Vacation may be taken anytime between January 2 and December 30 with the exception of Christmas Day. Said assignment shall be rotated on an annual basis.

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

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

D. All employees shall retain the right to bank a maximum of one year of vacation time. In the event that an employee desires to use the vacation time that has accumulated in his/her bank, then he/she shall make a request to his/her Deputy Chief, and it shall be granted where manpower permits. Unused vacation shall be payable upon death or retirement inclusive of the calendar year of the death or retirement to the individual or his/her estate.

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

ARTICLE XVIII

HOLIDAYS AND HOLIDAY PAY

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

New Year's Day	Labor Day
Lincoln' 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. 1. Holidays are to be paid seven (7) days on the first (1st.) pay period in July and seven (7) days on the first (1st.) pay period in December of each year.

2. Commencing with the twenty-third (23rd) year of service, holiday compensation as provided herein shall be included and paid within the regular periodic paycheck of an employee covered by this Agreement.

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

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

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 active 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 employees who are on sick leave and/or injured in the line of duty.

EXHIBIT 1

(FMBA LETTERHEAD)

Date \_\_\_\_\_

Commissioner  
Director of Public Safety\*  
City of Union City

RE: DUES/ASSESSMENT - FAIR SHARE FEE  
DEDUCTION FROM PAYCHECK.

Dear Commissioner:

FMBA Local No. 12 is requesting that \_\_\_\_\_  
dollars be deducted from the \_\_\_\_\_ paycheck of  
the following Union members/fee payers.

(List in alphabetical order)

Sincerely,

\_\_\_\_\_  
President - Local No. 12

(To be submitted four (4) weeks in advance of deduction date)

3. The City shall provide the insurance protection designated in Subsection A(1) and shall pay the full premium for each retired employee, and in cases where applicable, for family plan insurance covering dependents.

B. Pensions and Insurance

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

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

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

4. Hospitalization

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

C. 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.



ARTICLE XX

EMPLOYEE BILL OF RIGHTS

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the Department shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogation shall take place at a location designated by the Fire Chief. Usually it will be at Fire Headquarters or the location where the incident allegedly occurred.

3. The member of the Department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the Department is being interrogated as a witness only, he/she should be so informed at the initial contact.

4. The questioning shall be reasonable in length. Time shall be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

5. The member of the Department shall not be subject to any offensive language, nor shall he/she be threatened with reassignment or transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to

answering questions. Nothing herein shall be construed as preventing the investigating officer from informing the employee of the possible consequences of his acts.

6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the Department, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations, such consultation shall not unreasonably delay the interrogation. However, this paragraph shall not apply to routine day-to-day investigations.

7. In cases other than departmental investigations, if a member of the Department is under arrest or if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the City or its employees of the ability to conduct the routine and daily operations of the Department.

9. A copy of any disciplinary charges affecting an employee herein shall also be served upon the Association.

10. Nothing herein shall be construed to deny or restrict either the City or the employee such rights as they may have under the New Jersey statutes or other applicable laws and/or regulations.

ARTICLE XXI

UNIFORMS AND PERSONAL EQUIPMENT

A. The following uniforms, dress and work, shall be purchased and maintained by the employee in accordance with Article XII and uniform specifications annexed hereto:

1. Dress uniform - blouse, pants, shirts, caps, gloves, socks, ties, etc.
2. Work uniform - jackets, pants, shirts, caps, shoes, etc.

B. 1. Uniforms shall comply with requirements established by the Chief of the Department.

2. Each newly appointed employee shall be given a copy of the full specifications for uniforms. The employee shall purchase the uniform in accordance with the specifications, from a supplier of his own choosing. The uniform must comply in all respects with the specifications provided.

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

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

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

ARTICLE XXII

MANPOWER AND PROMOTIONS

A. Manpower

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

B. Promotions

The City shall attempt to maintain a New Jersey Department of Personnel list from which appointment and promotional vacancies shall be filled in accordance with New Jersey Department of Personnel Rules and Regulations.

ARTICLE XXIII

MISCELLANEOUS

A. Appeal

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

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/her 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.

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 XXIV

EDUCATIONAL INCENTIVE

A. The City recognizes the need for the education advancement of its Firefighters; therefore, those Firefighters who have earned an Associate Degree in Arts or Sciences on or before January 1st., 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 Firefighters who on or before January 1st., 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 Firefighters who on or after January 1st., 1975 have earned an Associate's Degree in Fire Safety from an accredited institution of higher learning, shall receive an additional five (5.0%) percent of their annual base salary in the form of an annual payment.

D. Those Firefighters who on or after January 1st., 1975 have earned a Bachelor's Degree in Fire Safety from an accredited institution of higher learning, shall receive an additional ten (10.0%) percent of their annual base salary in the form of an annual payment.

E. Any Firefighter, on or after January 1st., 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 XXV

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 the 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.

To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

2. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

3. The Municipality reserves the right with regard to all other conditions of employment not reserved to make such charges as it deems desirable and necessary for the efficiency and effective operation of the Department.

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

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



ARTICLE XXVI

FULLY BARGAINED PROVISIONS

A. 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 XXVII

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the City's Departments and Agencies is of paramount importance to the citizens of the Community, and that there should be no interference with such operation.

B. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person

acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike, i.e. the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment, work stoppage, slowdown, walkout or other job action against the City.

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

#### ARTICLE XXVIII

##### 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 its application shall be deemed inoperative; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be effected thereby.

#### ARTICLE XXIX

##### NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement or exercise

one's rights pursuant thereto shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the parties herein are entitled.

ARTICLE XXX

DURATION OF AGREEMENT


This Agreement shall have a term from January 1st., 1990 through June 30, 1993. If the parties have not executed a successor agreement by June 30, 1993, then this Agreement shall continue in full force and effect until a successor agreement is executed.

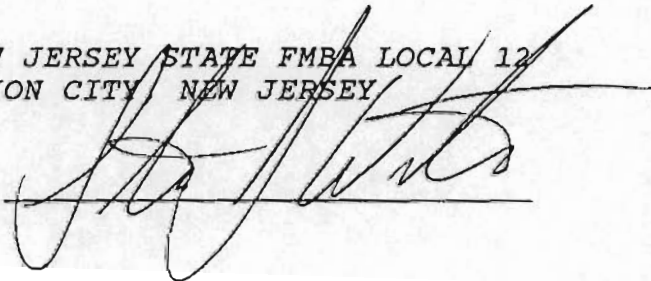
Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

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

CITY OF UNION CITY


NEW JERSEY STATE FMBA LOCAL 12  
UNION CITY, NEW JERSEY

BY:   
BRUCE D. WALTER,  
Commissioner

BY: 

ATTEST:

ATTEST:

BY: 

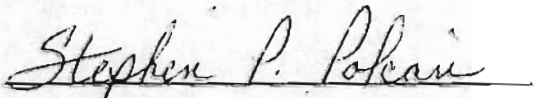
BY: 

EXHIBIT 1

(FMBA LETTERHEAD)

Date \_\_\_\_\_

Commissioner  
Director of Public Safety\*  
City of Union City

RE: DUES/ASSESSMENT - FAIR SHARE FEE  
DEDUCTION FROM PAYCHECK.

Dear Commissioner:

FMBA Local No. 12 is requesting that \_\_\_\_\_  
dollars be deducted from the \_\_\_\_\_ paycheck of  
the following Union members/fee payers.

(List in alphabetical order)

Sincerely,

\_\_\_\_\_  
President - Local No. 12

(To be submitted four (4) weeks in advance of deduction date)