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AGREEMENT

BETWEEN
Union Township of
TOWNSHIP OF UNION

UNION COUNTY, NEW JERSEY

AND

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
OF THE (TOWNSHIP OF UNION)

JANUARY 1, 1981 THROUGH DECEMBER 31, 1982

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THIS AGREEMENT made this 23rd day of December, 1980,

BETWEEN:

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 parties hereto did heretofore under date of July 25, 1979 enter into a certain labor agreement for the members of the Fire Department therein named for the years 1979 and 1980 and

WHEREAS, in accordance with said agreement ongoing negotiations have been taking place looking to the conclusion of an agreement for the years 1981 and 1982, and

WHEREAS, the parties hereto have now concluded said negotiations and an agreement has been reached,

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the parties hereto do agree that the aforesaid contract of July 25, 1979 be and the same shall be hereby modified and amended and the particulars hereinafter set forth, namely:

ARTICLE II - HOLIDAYS

1. Section A of said Article II is amended to delete therein the reference to the years 1979 and 1980 and to substitute therefor the years 1981 and 1982.

ARTICLE III - UNIFORM ALLOWANCE

2. Section A. of Article III is amended to delete therefrom the reference to the years 1979 and 1980 and to substitute therefor a provision providing that the uniform allowance for the years 1981 and 1982 shall be \$450.00 in each of said years payable in a lump sum on May 1 of each of said years of 1981 and 1982.

Said paragraph is further amended to provide that newly appointed members of the department shall be paid the aforesaid \$450.00 regardless of the date of appointment.

Said Article is supplemented by the addition of a new section to be designed as F and to read as follows:

F. Each member of the department shall be entitled to an annual clothing maintenance allowance of the sum of \$50.00 for the year 1981 and \$100.00 for the year 1982 payable in a lump sum on October 1 of said years. Newly appointed members of the department shall be paid the aforesaid sum of \$50.00 or \$100.00, respectively, as the case may be, provided said member is appointed prior to July 15th of either of said years.

ARTICLE IV - INSURANCE

3. Paragraph A. of Article IV shall be amended to read as follows:

The Township will continue to provide Blue Cross with Rider "J", Blue Shield, Major Medical and dental insurance as the same is in force on December 31, 1980 until the anniversary date of all of the aforesaid policies. Upon the anniversary date of the aforesaid policies, the Township agrees to enlarge the aggregate coverage in order to provide for the balance of the term of this contract Blue Cross with Rider "J", Blue Shield, Blue Cross, Major Medical with benefits at least equal to the aforesaid insurance presently in effect, the basic dental plan B furnished by Blue Cross, together with Riders 1, 2, 3, and 4 attached thereto and to further provide as of said anniversary date through Blue Cross a prescription plan whereby each member covered by this contract will be obliged to pay not more than \$1.00 for each prescription provided for him. The Township, at its election upon said anniversary date, may provide coverage equal to the aforesaid in a carrier or carriers of equal financial standing as that of Blue Cross Blue Shield, etc.

Paragraph B. of said Article IV is hereby amended for the purpose of including therein the insurance coverage afforded under Paragraph A. hereof.

Paragraph D. of said Article IV is amended to read as follows:

If a member retires because of a disability resulting from injury incurred in line of duty whether traumatic or not, then he shall be entitled to the benefits provided by Paragraph B. above.

ARTICLE VI - VACATIONS

6. Paragraph D. of Article VI is amended to read as follows: Four firemen shall be permitted on vacation at one time on each of the four tours of duty presently scheduled by the Chief of the Fire Department.

Paragraph K. of said Article VI is hereby deleted.

Said Article VI is hereby supplemented by the addition of a new paragraph to read as follows:

K. Any member of the department scheduled to retire between January 1st and April 1st of either year shall not be included in the vacation schedule.

Paragraph F. of said Article VI is amended to provide that the prohibition therein contained shall apply only to the first vacation pick and further that vacation days are to be picked in multiples of even numbers.

Notwithstanding anything otherwise set forth in this contract, at the election of the member of the department, vacation can be waived and posted in the compensatory time book.

Paragraph I. of said Article VI is hereby extended to provide that at the election of the Chief of the Department, he may, in his discretion, require a doctor's certificate.

ARTICLE VII - LEAVE OF ABSENCE AND SICK LEAVE

7. Article VII is supplemented by the addition of a newly designated paragraph to read as follows:

G. Matrimonial Leave

Any member of the department planning marriage will be entitled to two consecutive 24-hour periods off duty without being charged to any account provided notice of same is given to the Chief twenty-one days in advance.

Subparagraph 1 of paragraph B. of Article VII is amended to provide that the time mentioned therein shall be construed to mean two 24-hour shifts for personnel assigned to the 24-hour shift duty and four working days for personnel on the 40-hour tour of duty.

Subparagraph 3 of paragraph B. of Article VII is amended to provide that the time mentioned therein shall be construed to mean one 24-hour day for personnel assigned to the 24-hour shift duty.

Subparagraph 4 of paragraph B. of Article VII is amended to read as follows:

The President of the Local or his designee will be entitled to be off duty with pay to attend the funeral of a fire fighter killed in the line of duty and upon authority of the Chief of the department may use a fire department vehicle for that purpose.

Subparagraph 1. of paragraph E. of Article VII be and the same is hereby amended to provide that each member of the department will be entitled to three personal days leave with pay in the years 1981 and 1982. All other provisions of this paragraph to remain in full force and effect.

Subparagraph 2. of paragraph E. of said Article VII is amended to provide that included therein shall be Christmas Eve and New Year's Eve if the taking of same as a personal day would involve overtime to the department.

Said subparagraph 2. is further amended to provide that upon application made 20 days in advance, three men will be given a personal day at the same time notwithstanding overtime expense may be involved.

ARTICLE VIII - ECONOMIC BENEFITS OTHER THAN SALARY

8. Subparagraph 1.a. of paragraph C. of Article VIII is amended to provide that reimbursement for meals shall be as follows: 1981 - \$4.00
1982 - \$4.50.

Subparagraph 1.b. of paragraph C. of Article VIII is amended to provide that reimbursements for mileage shall be as follows: 1981 - \$.21
1982 - \$.23.

Subparagraph a. of paragraph 2. of Article VIII is amended to provide that the reimbursement for mileage hereinabove set forth shall be from the Fire Department Headquarters or the home of the member to the school whichever is the shortest.

ARTICLE IX - COMPENSATION

The compensation schedule set forth in Paragraph 1. of the July 25, 1979 contract is hereby amended as follows:

	<u>1981</u>	<u>1982</u>
Fire Fighter 1st Class	\$20,264.00	\$22,037.00
Fire Fighter 2nd Class	19,114.00	20,786.00
Fire Fighter 3rd Class	17,963.00	19,535.00
Fire Fighter 4th Class	16,814.00	18,285.00
Fire Fighter 5th Class	15,653.00	17,023.00
Hydrant Repairman	15,653.00	17,023.00
Mechanic	19,114.00	20,786.00
Assistant Mechanical Repairman	17,963.00	19,535.00

The additional sum with reference to men assigned to the Fire Prevention Training or Administrative Sections shall be added for the years 1981 and 1982 at \$500.00 for each of said years while so assigned.

ARTICLE XII - MISCELLANEOUS

10. Paragraph D. of Article XII is amended to provide that salary negotiations for the year 1983 shall commence not later than July 1, 1982.

Paragraph F. of said Article XII is amended to authorize the Chairman and Co-Chairman of the Annual Dance, Christmas Dinner, Retirement Dinner and Picnic all sponsored by the Association time off with pay to attend said affairs.

Paragraph G. of said Article XII is amended for the purpose of changing the dates set thereofth to read not later than July 1, 1981 and 1982.

Paragraph K. of Article XII is amended for the purpose of changing the dates therein set forth from November 15, 1979 to read November 15, 1981 and the year 1980 to read 1982.

ARTICLE XVI - CIVILIAN EMPLOYEES

11. This Article is amended to include therein the position of mechanic and further to provide that any future non-uniform civilian employee shall not be covered by the contract.

ARTICLE XVII - FMBA NEGOTIATING COMMITTEE

12. This Article is amended for the purpose of reducing the membership of the committee from five members to three members.

ARTICLE XVIII - TERM OF CONTRACT

13. This Article is amended for the purpose of providing that the contract is for a period of two years, namely 1981 and 1982 and further that such back pay that may be due thereunder will be paid not later than 120 days after the execution of the contract.

ARTICLE XX - SENIORITY

14. Paragraph B. of this Article shall be suspended by reason of a court decision. It is agreed that in the event future litigation or court decisions have the effect of reinstating the prior practice that such prior practice will be reinstated.

ARTICLE XXIV - EXPERIMENT CONCERNING CHANGE IN SHIFTS

15. Article XXIV - Experiment concerning change in shifts is hereby adopted providing for a "24-hour on and a 72-hour off tour of duty", and all the provisions of said Article XXIV shall be in full force and effect except paragraph 2. thereof pertaining to termination and excepting further paragraph 5.(b) which by mutual arrangement was heretofore deleted.

It being understood that all references in said Article XXIV with reference to reduction of vacation, sick leave, personal days, etc. by 50% only applies to the members of the department assigned to the 24-hour tour of duty schedule and does not pertain to the members of the department of a 40-hour schedule.

Paragraph 11. of said Article XXIV is amended to read as follows: Notwithstanding Paragraph 5(b) of this Article, in the instance of requiring a fire fighter due to the absence of the regularly assigned fire fighter, by reason of a manpower shortage, two replacements shall be directed to report for duty, one at 8:00 A.M. and one at 6:00 P.M., and each shall be paid the per diem mentioned in Article VB5 of this contract.

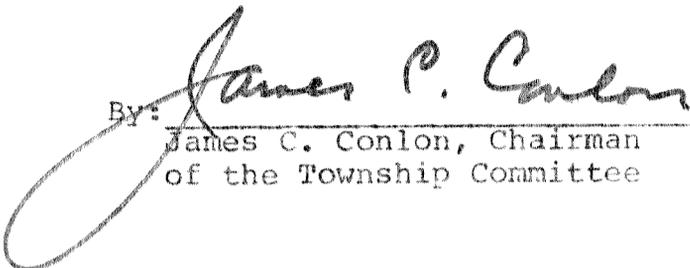
All other terms and conditions of the aforesaid contract of July 25, 1979 between the parties hereto not inconsistent with the modifications, amendments and supplements herein contained shall remain in full force and effect.

TOWNSHIP OF UNION IN THE
COUNTY OF UNION

ATTEST:

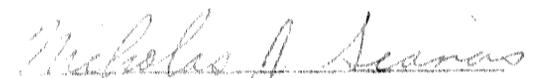

Nancy Derr, Township Clerk

By:


James C. Conlon, Chairman
of the Township Committee

LOCAL NO. 46 F.M.B.A.

ATTEST:


NICHOLAS J. CIANCI, Secretary

By:


Kenneth Lewis, President