

**RESOLUTION APPROVING MEMORANDUM OF AGREEMENT WITH THE
UNION CITY EMPLOYEES ASSOCIATION**

WHEREAS, the City of Union City (the "City") has negotiated a successor collective negotiations agreement with the Union City Employees Association ("UCEA"); and

WHEREAS, the City and the UCEA have reached agreements as to the principal terms of the successor agreement and said terms are set forth in a Memorandum of Agreement between the City and the UCEA; and

WHEREAS, the City and the UCEA have agreed that the terms as set forth in the Memorandum of Agreement will be incorporated into the successor collective negotiations agreement; and

WHEREAS, the Board of Commissioners wishes to approve the Memorandum of Agreement attached hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Union City, Hudson County, State of New Jersey as follows:

1. Subject to its approval by the UCEA and the pre-approval of all authorities with jurisdiction over the Collective Negotiations Agreement, including but not limited to the New Jersey Department of Community Affairs, the Memorandum of Agreement is authorized, ratified and confirmed.
2. Pursuant to N.J.A.C. 5:30-5.3(a) this Collective Negotiations Agreement is subject to a determination by the CFO of the availability of sufficient funds for said Collective Negotiations Agreement;
3. The Mayor is hereby authorized to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

Adopted by Board of Commissioners

9/9/13.

*Christine M. M.
Scarino Hollenbeck
Corporation Counsel*

MEMORANDUM OF AGREEMENT BETWEEN
CITY OF UNION CITY
AND
UNION CITY EMPLOYEES ASSOCIATION

The City of Union City (hereinafter the "City") and the Union City Employees Association (hereinafter "UCEA") have agreed to the following terms for a successor collective negotiations agreement to the collective negotiations agreement that expired December 31, 2008 (hereinafter "Prior Agreement").

WHEREAS representatives of the City and the UCEA have negotiated and reached an agreement in principle as to certain terms of a Collective Negotiations Agreement to supersede the Prior Agreement, and

WHEREAS the representatives of the City and the UCEA have agreed to the terms as set forth herein and in the attached Addendum to Memorandum of Agreement Between City of Union City and Union City Employees Association ("Addendum"), which is incorporated herein by reference, and the representatives of the City and the UCEA agree to be bound by said terms, subject to ratification by the membership of the Association and City Board of Commissioners; and the contents of this MOA shall be incorporated in a new agreement to be drawn by the parties, with the additional terms agreed upon by the parties.

NOW, THEREFORE, IT IS AGREED by and between the City and the UCEA that the Prior Agreement will be modified to incorporate the following terms and that said terms will be written into a new agreement, effective for the period January 1, 2009 through December 31, 2015:

1. The term of the new agreement shall be January 1, 2009 through December 31, 2015.
2. Article I, Recognition: Article I of the Prior Agreement shall be replaced with the bargaining unit as certified by PERC in connection with the April 2011 election; a copy of which is attached hereto.
3. There shall be across the board salary increases for permanent full-time employees, EMTs and CTOs in each contract year as follows:

Effective January 1, 2009 – 2%

Effective January 1, 2010 – 2%

Effective January 1, 2011 – 2%

Effective January 1, 2012 – 2%

Effective January 1, 2013 – 2%

Effective January 1, 2014 – 2%

Effective January 1, 2015 – 1%

4. Retroactive Pay (“Retro Pay”), shall be paid in three (3) installments as follows:

Retro Pay for 2009 and 2010 shall be paid in Fiscal Year 2014

Retro Pay for 2011 and 2012 shall be paid in Fiscal Year 2015

Retro Pay for 2013 shall be paid in Fiscal Year 2016

5. Salary Increments shall be paid as follows:

Effective January 1, 2009 - \$400.00

Effective January 1, 2010 - \$400.00

Effective January 1, 2011 - \$400.00

Effective January 1, 2012 - \$400.00

Effective January 1, 2013 - \$400.00

Effective January 1, 2014 - \$400.00

Effective January 1, 2015 - \$700.00

6. The City's permanent part-time employees other than CTOs and EMTs currently earn wages of \$7.25 per hour and will receive wage increases as follows:

Effective January 1, 2009 - increase \$0.40 per hour to \$7.65 per hour

Effective January 1, 2010 - increase \$0.40 per hour to \$8.05 per hour

Effective January 1, 2011 - increase \$0.40 per hour to \$8.45 per hour

Effective January 1, 2012 - increase \$0.40 per hour to \$8.85 per hour

Effective January 1, 2013 - increase \$0.40 per hour to \$9.25 per hour

Effective January 1, 2014 - increase \$0.40 per hour to \$9.65 per hour

Effective January 1, 2015 - increase \$0.40 per hour to \$10.05 per hour

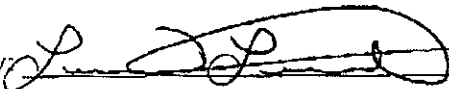
Retro Pay for permanent part-time employees shall be paid in accordance with the installment schedule set forth above for permanent full-time employees.

The Negotiating Committees for the City and the UCEA agree to recommend ratification of this Memorandum of Agreement.

CITY OF UNION CITY

UNION CITY EMPLOYEES ASSOCIATION

By: _____

By:  _____

Dated:

Dated: 9-3-13

overtime rate of one and one-half (1 ½) times the hourly rate for the employee, or at the employee's option, by compensatory time off.

- b. Add: Under no circumstances will an employee be paid for unused compensatory time. All compensatory time must be taken as time off. This will not affect an employee's rights under 3.a. above.
- c. Add: All compensatory must be used or lost within one (1) year of the date of accrual, with the exception that all compensatory time for each current employee accumulated to date under the current CBA which accumulated time shall continue indefinitely.
- d. All compensatory time must be used before an employee leaves his or her position with Union City; i.e., before retirement papers are put in or before taking a lump-sum payment in connection with retirement. In no circumstances will an employee be paid for unused compensatory time.

4. Article V, Holidays:

- a. Paid holidays shall be recognized for all full-time and permanent part-time employees.
- b. Christmas shopping day is deleted from the contract. Each full time employee shall be entitled to six (6) personal days per year.
- c. Each permanent part-time employee shall be entitled to three (3) personal days per year.

5. Article VI, Sick Leave:

- a. The City may require proof of illness, such as a note from the employee's health care provider, when an employee takes five (5) or more continuous sick days or demonstrates a pattern of taking sick leave.

6. Article VII, Leave of Absence:

- a. Employees are entitled to five (5) working days off for the death of a member of the employee's immediate family. Immediate family is defined as the term is defined in the current contract with "civil union partner" added.
- b. Military leave shall not count against an employee's seniority
- c. Leave of Absence Without Pay
 - i. After one (1) year of service an employee may request a leave of absence without pay which shall be granted by the City and which shall not exceed six (6) months. Additional leaves of absence shall be permitted at the discretion of the City, except that an employee shall be permitted a six (6) month leave of absence without pay following three (3) years of continuous City service uninterrupted by a leave of absence.
 - ii. Any raise, including the increment which would normally become due to an employee which occurs when said employee is on an approved leave of absence, will be deemed to become effective upon the date when the employee returns to work, except that employees who take leaves of absence in excess of six (6) months in any one calendar year shall not be entitled to the raise or increment the employee would have been entitled to in that year. This provision shall not affect an employee's rights under the FMLA or FLA.

7. Article IX, Vacations:

a. The parties have agreed to the following with regard to accrual of Vacation days:

A. All permanent full-time employees employed by the City as of the date this Agreement is ratified shall be entitled to the following vacation periods:

1. Up to the end of the first calendar year, each employee shall be entitled to one (1) vacation day for each month worked.

2. Employees with one (1) to five (5) years (inclusive) service shall be entitled to fifteen (15) vacation days per year.

3. Employees with six (6) to ten (10) years (inclusive) service shall be entitled to twenty (20) vacation days per year.

4. Employees with eleven (11) years of service or more shall be entitled to twenty-five (25) vacation days per year.

B. All permanent full-time employees hired by the City after the date this Agreement is ratified shall be entitled to the following vacation periods:

1. Up to the end of the first calendar year, each employee shall be entitled to one (1) vacation day for each month worked.

2. Employees with one (1) to five (5) years (inclusive) service shall be entitled to twelve (12) vacation days per year.

3. Employees with six (6) to twelve (12) years (inclusive) service shall be entitled to fifteen (15) vacation days per year.

4. Employees with thirteen (13) to eighteen (18) years (inclusive) service shall be entitled to twenty (20) vacation days per year.

5. Employees with nineteen (19) years of service or more shall be entitled to twenty-five (25) vacation days per year.

C. For the purpose of this Article, "vacation days" are working days, and employees entitled to "vacation days" are entitled to that amount of working days off. An employee's vacation leave allowance is determined as of his years of service on January 2 of each calendar year.

D. All employees requesting vacation time must notify their Supervisor of their proposed vacation dates forty-five (45) calendar days prior to the time for said vacation; and provided there is no conflict with regard to an employee of the same classification in performing duties in the same department, in the request of vacation the employee's Supervisor shall within fifteen (15) days of receipt of the written request approve such vacation in writing. In the event written approval is not received by the employee with fifteen (15) days, it shall be deemed approved.

E. Each employee shall have his choice of vacation according to seniority, and in no case would the running time for vacation be less than two (2) weeks unless he or she so desires. All vacation time shall be based upon the amount of time employed as of the first day of the current year.

F. For all permanent part-time employees, temporary employees, and provisional employees, vacation leave shall be as follows:

1. Up to the end of the first calendar year of employment, each permanent part-time employee, temporary employee, and provisional

employee shall be entitled to one (1) vacation day for each month worked, not to exceed five (5) vacation days.

2. After one (1) full year of service, each permanent part-time employee, temporary employee, and provisional employee, with the exception of EMTs, shall be entitled to ten (10) days vacation per year.

3. An employee's vacation leave is determined as of January 2 or each calendar year based upon completed years of service. An employee's service as a temporary, provisional, or in other non-permanent status shall accrue and shall constitute credit for the employee when determining years of service pursuant to this Article.

G. EMTs shall accrue one (1) vacation day per month up to ten (10) days per year, but shall not accrue vacation days in any month where the EMT worked fewer than ninety-six (96) hours.

H. Vacation leave not used in a current year shall be used not later than the next succeeding year only and shall be scheduled by employee to avoid loss of leave. An employee will not lose vacation days where a request for vacation made pursuant to the terms of this Agreement is denied by the City. Add Loss of vacation leave does not apply to vacation leave requests by employee not approved by the City.

8. Article XIV, Seniority:

- a. When Civil Service Rules are in effect, Civil Service Rules shall apply in cases of layoffs, recall and vacation schedules. If Civil Service Rules are not in effect, layoffs, recall, and vacation schedules shall be based on seniority.

- b. When the City seeks to fill a full time vacant position in which a permanent part-time employee is eligible for the position, the City shall fill the position with one (1) of the three (3) most senior permanent part-time employees who qualifies for the position. This provision shall not apply with regard to those positions which must be filled pursuant to a Civil Service Certified Eligibility List. This provision shall not be construed as giving any part-time employee priority over a full-time employee. Those part-time employees in a top 3 position who are not chosen for the immediately preceding full time position shall have priority over all other part time employees for the next available full time position. This procedure shall be coordinated with the Union.

9. Article XIX, Insurance:

a. Health Benefits

- i. Permanent full-time employees enrolled in the PPO plan shall pay a \$10.00 co-pay for health benefits. An existing part time employee promoted to a full time position shall not be considered a “new employee” under this article.
- ii. Permanent full-time employees hired after the date of ratification of this Collective Bargaining Agreement who enroll in the PPO shall pay a \$25.00 co-pay for health benefits.

b. Prescription Benefits

- i. Permanent full-time employees employed by the City as of the date this CBA is ratified shall pay a prescription co-pay of \$10.00 for brand name pharmaceuticals and \$5.00 for generic pharmaceuticals.

ii. Permanent full-time employees hired by the City after the date this CBA is ratified shall pay a prescription co-pay of \$15.00 for brand name pharmaceuticals and \$10.00 for generic pharmaceuticals.

c. Retirement Benefits:

As of the effective date of retirement, any permanent full-time employee employed with the City as of the date of ratification of this CBA having twenty-five (25) years of service with the City, or who has reached sixty-two (62) years of age or older and has fifteen (15) years or more of service with the City shall be entitled to a fully paid Major Medical and Prescription program for life.

As of the effective date of retirement, any permanent full-time employee hired after the date of ratification of this CBA having twenty-five (25) years of service with the City, or who has reached sixty-five (65) years of age or older and has fifteen (15) years or more of service with the City shall be entitled to a fully paid Major Medical and Prescription program for life.

10. Article XX Wages:

See Memorandum of Agreement.

The Parties also agree to change the heading of subsection B from “Salary or Wages Increases Over Base Salary or Wage” to “Salary or Wage Increases Over Pensionable Salary.”

11. Article XXI – Longevity:

A. A current permanent full time employee shall be paid longevity as per the schedule below. There shall, however, be no salary limitations on same.

Years of Service	% of Base Salary
0-2	3
3-5	7
6 - 8	10
9 - 11	14
12 - 14	17
15 - 22	21
23 and over	

B. New permanent full time employee shall be paid longevity as per the schedule below. There shall, however, be no salary limitations on same.

Years of Service	% of Base Salary
0-3	0
4-7	3
8-12	7
13-17	11
18-21	15
22-25	18
26 and over	21

C. Payments made to an employee pursuant to this Article shall be based upon the employee's anniversary date of appointment.

D. An employee as defined herein shall receive credit for purposes of calculating years of service for all temporary or provisional employment, provided such employee buys back such time for pension purposes.

12. Article XXII – Terminal Leave and Retirement Compensation:

A permanent full-time employee who was employed by the City prior to the date this Agreement was ratified is entitled to terminal leave computed at the rate of seven and one-half (7 ½,) working days for each year of service provided that in that year of service, the employee has used no more than five (5) six days. For each sick day used in excess of five (5), (exclusive of days when an employee is hospitalized and recovering which shall not be counted), the Terminal Leave benefit shall be reduced by one half (1/2) day so that employees using twenty (20) sick days in a calendar year will not be entitled to any terminal leave credit for that year.

A permanent full-time employee who was employed by the City subsequent to the date this Agreement was ratified ("New Employee") is entitled to terminal leave computed at the rate of five (5) working days for each year of service provided that in that year of service, the employee has used no more than five (5) six days. For each sick day used in excess of five (5), (exclusive of days when an employee is hospitalized and recovering which shall not be counted), the Terminal Leave benefit shall be reduced by one half (1/2) day so that employees using fifteen (15) sick days in a calendar year will not be entitled to any terminal leave credit for that year. Payments made pursuant to this section for New

Employees, as defined herein, shall be capped at fifteen thousand dollars (\$15,000.00).

13. Article XXX, Work Incurred Injury or Illness:

A. Where an employee covered under this Agreement suffers a work-connected injury or disability subsequent to the ratification of this Agreement, the City shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to 9 months. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the City.

1. Where an employee covered under this Agreement suffers a work-connected injury or disability prior to the ratification of this Agreement, the City shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to 12 months. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the City.

2. The City agrees to make all reasonable efforts to place an injured employee into a position for which the employee is qualified and is medically cleared to perform, if there is an open position. The City is under no obligation to create a position for such injured employees. An injured employee shall not have "bumping rights" into such other positions.

i. The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the City

may reasonably require the said employee to present such certificates from time to time.

ii. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the City or its insurance carrier, then the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

B. For the purposes of this Article, injury or illness incurred while the employee is attending a City sanctioned training program, shall be considered in the line of duty.

C. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing Court.

D. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties and shall be consistent with the Workers Compensation Laws of The State of New Jersey.

E. In the event a dispute arises, it is hereto agreed upon, that the employee may use any and all accrued leave time (sick, vacation, personal) if that employee is unable to work, until a decision is rendered in accordance with the above-mentioned provisions.

F. If the employee obtains a judgment in his favor, the accrued leave time (sick, vacation, personal) that the employee used, shall be restored, and the above-mentioned provisions would apply. If the City obtains a judgment in its favor, the accrued leave time (sick, vacation, personal) would not be restored to that employee.

14. Article XXXIII – Education Incentive:

A. 1. The City recognizes the need for the educational advancement of its employees; therefore, Current Employees who have earned an Associate Degree in Arts or Sciences on or before January 1, 1990 from an accredited institution of higher learning shall receive an additional five hundred dollars (\$500) in the form of an annual payment.

2. New Employees who have earned an Associate Degree in Arts or Sciences on or before January 1, 1990 from an accredited institution of higher learning shall receive a 1 time payment \$500.

B. 1. Current Employees who, on or before January 1, 1990, have earned a Bachelor's Degree in Arts and Sciences from an accredited institution of higher learning shall receive an additional one thousand dollars (\$1,000) in the form of an annual payment.

2. New Employees who, on or before January 1, 1990, have earned a Bachelor's Degree in Arts and Sciences from an accredited institution of higher learning shall receive a 1 time payment \$1,000.

C. Any employee, after January 1, 1990, must have obtained his Associate or Bachelor's Degree in a job-related area of study in order to qualify him/her to receive the additional benefits of paragraphs A or B.

D. Any employee, on or after January 1, 1990, furthering his education in an accredited institution of higher learning, and is enrolled in a course, which course is a job-related area of study, shall be paid annually five dollars (\$5.00) for each credit earned in addition to his base salary, provided he is not encompassed within paragraphs A or B above.

15. Article XXXV – Salary Ranges:

Change “EMT Supervisors will receive a \$1.00 per hour stipend retroactive to January 1, 2006” to “All Supervisors will receive a \$1.00 per hour stipend. This stipend is not retroactive and will become effective on the effective date of this Agreement.”