

1975

THIS BOOK DOES NOT CIRCULATE

(Fifth Draft)

UG-3367

THIS AGREEMENT made this 23rd day of July, 1975, 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; and

WHEREAS, said FMBA has petitioned the Township on behalf of the members of said Department 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.

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.

ARTICLE II. HOLIDAYS

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A. The members of the Fire Department shall be entitled to twelve (12) paid holidays for the year 1975 and for the year 1976.

B. Pay for the aforesaid holidays shall be delivered to each member of the Fire Department on the first day of December 1975 and on the first day of December, 1976.

C. Except as otherwise herein provided for members retiring after twenty-five (25) years of service, said twelve (12) paid holidays shall be apportioned at the rate of one per month in the instance of personnel retiring, resigning, dying or otherwise terminating their service with the Department.

ARTICLE III. UNIFORM ALLOWANCE

A. The uniform allowance for the years 1975 and 1976 shall be TWO HUNDRED NINETY (\$290.00) DOLLARS for each year; which said sum shall be used for the replacement of clothing used by the members of the Department in the performance of their duties and which said sum shall be paid in cash, semi-annually on May 1 and November 1 of each year. i.e. \$145.00 on May 1st, or within 30 days after the execution of this contract and thereafter a like sum on November 1, 1975 and a like sum on May 1 and November 1 of the year 1976.

B. If any part of the fire fighting gear of a member of the Fire Department is damaged or destroyed in the line of duty, the Township shall pay for the replacement or repair thereof upon voucher submitted therefor and approved by the Chief of the Fire Department.

C. Each member of the Uniformed Fire Department shall have and maintain at least one complete prescribed dress uniform for use during each season of the year.

D. The work uniform shall be in accordance with the regulations as agreed upon between the Uniform Committee of said Local 46 of the FMBA and the Chief of the Department and as the same may be set forth in departmental orders relating thereto.

E. Any change in any uniform item in which the cost of such item will exceed \$75.00, then and in that event the effective date of the change order shall be three (3) years from the date of said change order.

ARTICLE IV. INSURANCE

A. The Township shall continue to provide Blue Cross with Rider "J", Blue Shield, at prevailing rate, and major medical insurance for each member of the Department and his dependants, including dependant children to the age of 23. Effective July 1, 1975, the Township will pay the premium required for the continuance of the aforesaid group insurance for each member of the Department retiring after twenty (25) years of active service, it being understood and agreed between the parties hereto that early retirement for disability other than that incurred in line of duty or by resignation shall not entitle such retiring member to the continuance of the aforesaid insurance at the expense of the Township. The Township agrees, however, that said member may be carried as part of the group if said member desires to contribute the cost of his individual continuance in the program. Each member of the Department retiring in accordance with the foregoing shall annually certify to the Treasurer of the Township of Union that he is, as of the date of said certification, not covered by any other Blue Cross; Blue Shield or any other Major Medical insurance.

B. The existing dental benefits afforded to the members of the Department will be continued and effective September 1, 1975, the Twenty-five (\$25.00) Dollars deductible shall be removed from said coverage. This benefit shall, as heretofore, continue to include dependant children to the age of 23 years.

C. In the event of the death of a member of the Department, the Township agrees to continue hospitalization including major medical insurance for the benefit of the family of such deceased member of the Department for calendar year of his death.

D. Workmen's Compensation. The Township shall maintain workmen's compensation insurance covering all members of the department.

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E. Automobile Liability Insurance. The Township will provide adequate automobile liability insurance covering all vehicles used by the Department as heretofore.

F. Whenever a member or officer of the Union Fire Department or force 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 or officer with necessary means for the defense of such action or proceeding, 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 or officer, he shall be reimbursed for the expense of his defense.

ARTICLE V. HOURS OF WORK AND OVERTIME

A. Hours of Work. The work period for all employees who are assigned to fire fighting platoons shall mean a period of eight (8) days during which period not more than forty-eight (48) hours of duty are performed. It is understood that when this work period is computed over a period of eight (8) calendar weeks (56) fifty-six days, it shall result in an average of forty-two (42) hours in any seven day week.

One tour of duty shall be based on the following schedule: Two (2) days of ten (10) hours each, followed by 43 hours off; followed by two (2) nights of fourteen (14) hours each, followed by seventy-two (72) hours off.

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 day cycle, Monday through Friday. The hours to be determined by the Chief of Department. The aforesaid shall be under all existing and prevailing working conditions.

B. Overtime. Compensation for overtime shall be paid in accordance with the statute in such case made and provided at time and one-half prevailing hourly wage rate. The hourly rate for all grades and ranks is listed hereinafter in Schedule C-2.

Overtime required for emergency fire duty and for manpower shortages shall be compensated for as follows:

1. 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.

2. 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.

3. 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.

It is understood and agreed that upon being held over or recalled on the recall platoon or 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 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 works 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.

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

Any authorized overtime for non-emergency duty such as training, education, 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.

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

ARTICLE VI. VACATIONS

A. Vacations for the members of the Department shall be in accordance with the schedule set forth on Schedule "A" attached hereto and made part hereof. Vacations earned in the year 1975 shall be taken in the year 1976 and vacations earned in the year 1976 shall be taken in the year 1977.

B. Scheduling Vacations. The Chief of the Fire Department shall allot vacation periods in order to assure orderly operation and adequate continuous service but will grant vacations so far as possible in accordance with the desires of the members in order of their seniority in rank. Schedule to be completed by December 15, 1975, for the year 1976.

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 equal to that of shift members.

D. Three 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.

E. Two Captains 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 provided that the number of permanently assigned line captains consists of at least twenty-eight (28) such captains.

F. Vacations will be picked back-to-back to insure that no open dates appear between mid-June and mid-September.

G. Split vacations will be allowed. When splitting vacations, eight (8) working days will be the most allowed between mid-June and mid-September. Members of the Department with eighteen (18) or more working days vacation shall be permitted to split their vacation three ways provided however, that the third period shall be in accordance with available openings and shall follow all other second selections.

H. There will be no mandatory splitting of vacations. 6a.
A man can pick his full vacation at any time he desires during
the year according to Article VI, Section 5. "

I. In the event an employee is unable to report for
work because of sick leave or injury occurring in 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 shall be selected from any open period then available.

J. 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.

K. A member retiring, resigning, dying or otherwise
terminating his employment with less than twenty-five (25) years
of service shall only receive the proportionate value of the
vacation earned in the year of retiring, resigning, dying or other-
wise terminating his employment, provided such vacation has not been
taken prior to the date of retirement, resignation, death, or
other termination of employment.

L. Upon the death or retirement in good standing of any
permanent member of the Township Fire Department, he or his estate
shall be paid the full amount of any vacation pay accrued but not
taken in time and still unpaid in money at the time of such death
or retirement, and in the event that the vacation credit shall,
in any wise be calculated in terms of days off, such payment shall
be at the prevailing wage of such member at the time of such death
or retirement.

ARTICLE VII. LEAVE OF ABSENCE AND SICK LEAVE

A. Leave with pay.

1. Any employee may be granted special leave with pay for any days on which he is able to secure another employee to work in his place provided:

a. Such substitution does not impose additional cost to the Township.

b. Such substitute shall be of equal rank.

c. 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.

B. Funeral Leave.

1. Special leave of absence with pay to a maximum of three consecutive days shall be granted to any member of the Fire Department in case of death within his immediate family, but such member shall report for duty the day after the funeral is scheduled to work, in addition to such reasonable travel time as may be required.

2. The term immediate family shall include wife, father, mother, son, daughter, brother, sister, father-in-law and mother-in-law.

3. Members of the Department will be entitled to one day of leave with pay if needed for the purpose of attending the funeral of the grandfather, grandmother, sister-in-law, brother-in-law, son-in-law or daughter-in-law of said member.

C. Sick leave.

1. Sick leave may be used as defined in an ordinance adopted by the Township Committee on December 30, 1969, and identified as Ordinance #2574A, as said ordinance was thereafter amended by Ordinance #2689A, adopted November 9, 1971, entitled "AN ORDINANCE ESTABLISHING A SICK LEAVE POLICY FOR MEMBERS OF THE POLICE AND FIRE DEPARTMENTS OF THE TOWNSHIP OF UNION IN THE COUNTY OF UNION."

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

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

4. 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 in the aforementioned ordinance.

5. Payment in lieu of sick leave.

a. The Township agrees that the "attendance incentive system for retirement bonus" presently in existence will not be repealed or the present provisions thereof reduced during the term of this contract, insofar as the same may affect any member of the Fire Department appointed prior to the date of this contract.

b. In the event of the honorable separation of an employee of the Department after 15 years of service the Township agrees to pay such sum as may be due to such member in accordance with the retirement incentive bonus system as established by ordinance #3101A adopted March 26, 1963, as amended March 26, 1968, by ordinance #2466A, and as further amended March 28, 1972, by ordinance #2711A and as further amended by ordinance #2896A adopted on July 9, 1974.

D. Educational Leave.

1. Any uniformed member of the Fire Department may, with the approval of the Chief, be granted leave with pay to attend an accredited college or university in which he is taking courses relating to fire science.

2. Any uniformed member of the Fire Department attending any fire science related course on his own time may, if the course is approved by the Chief and he satisfactorily completes

said course, by obtaining a certificate or other evidence of satisfactory completion, be reimbursed by the Township for tuition and travel expenses in connection with attendance at said course.

E. Personal Days Leave.

1. Each member of the department will be entitled to a maximum of two personal days leave with pay which shall be non-cumulative. Applications for personal days leave shall be made to the Chief or the Deputy Chiefs in charge, at least forty-eight hours in advance of the date of the leave sought. No monetary value may be authorized for unused personal days. No leave of absence for personal day's use may be authorized if it imposes any additional expense to the Township unless the Chief of the Department personally authorizes same.

2. No personal day may be authorized on any of the twelve (12) legal holidays.

F. Members of the Department shall be entitled to military and National Guard leave in accordance with the statute and civil service rules and regulations made and provided.

ARTICLE VIII. ECONOMIC BENEFITS OTHER THAN SALARY.

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

B. Medical Expenses.

1. Influenza Inoculation. The Township will provide at its own cost and expense influenza inoculations for all members of the Department desiring to receive the same under the supervision and direction of the Township Physician or such other physician as may be designated by the Township.

C. Reimbursement for Expenses.

1. Rates.

a. Meals shall be paid for or reimbursed by the Township at the rate of \$2.00 per meal.

b. 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 Union Fire Department Headquarters at the rate of fifteen cents (15¢) per mile.

2. Terms and conditions of reimbursements.

a. Schools. Members of the Department shall be paid for meals and mileage if not provided, while attending a school of fire sciences, or any other institution that he is ordered or authorized to attend.

b. 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 Chief does not provide transportation, nor it is not practical to eat at home.

c. 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.

d. 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 receipt. This shall include receipts for parking fees also.

3. All of the foregoing items in this Section C are subject to the approval of the Chief of the Department.

4. If a member is off duty and is required 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-half of his regularly hourly rate of wages for the number of hours actually in attendance at said Court with a guaranteed minimum of two hours.

ARTICLE IX. COMPENSATION.

A. The salary scale for the year 1975 and for the year 1976 for each member of the Department other than the Chief thereof is set forth on Schedule "C" attached hereto and made part hereof.

B. Longevity. The current longevity program is reaffirmed and is set forth on Schedule "B" attached hereto.

A. Grievance Committee: Three members of the FMBA selected by the FMBA shall constitute its Grievance Committee. These men 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 member of the Township 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 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 ten 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: Grievance shall initially be settled, if possible, internally, between the grievant and his superior officer and if they fail to reach an agreement within five (5) days the grievant shall furnish a written statement of the grievance to the Chief of the Department and the Chief is authorized to endeavor to settle 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 furnished to the member of the Township Committee to whom the responsibility of the Fire Department has been delegated and he shall endeavor, upon proper hearing, to settle the grievance. If the subject matter of the grievance cannot be settled by the aforesaid member of the Township Committee within five (5) days time, then the record of the grievance should be submitted to the Municipal Administrator.

STEP 3: The Municipal Administrator is hereby 14.
authorized and empowered to hold a hearing concerning the grievance
within five (5) days. In the event the Municipal Administrator
is unable to settle the grievance 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 seven (7) days thereafter to the New Jersey Public Employ-
ment Relations Commission for arbitration, who shall decide the
dispute and whose decision shall be final and binding; provided,
however, the aggrieved employee shall have the option of appealing
the dispute in the manner set forth in this Step 4 or of appealing
to the Department of Civil Service and in exercising either option
he automatically waives his right of appeal under the other option.

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. Township and Fire Department Facilities shall not be available to the FMBA except as hereinafter provided.

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

D. 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 use of Fire Station #2, basement level for its monthly, and any special meetings of the FMBA

The Chief shall permit the FMBA use of one bulletin board in each firehouse for the posting of notices concerning FMBA business and activities.

ARTICLE XII MISCELLANEOUS

A. All reasonable efforts shall be made to handle negotiations, 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.

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

C. Files on Personnel.

1. The Township agrees that

a. A personal file will be maintained on each member of the Department.

b. Each member of the Department will be rated by his superior.

c. The contents of the personal file shall be confidential, however, in the event charges 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.

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

D. The Township agrees to commence salary negotiations for the year 1977, with the Association not later than July 1, 1976. If no agreement is reached in accordance with the provisions of Chapter 123 of Public Laws of 1974, then and in that event the matter will be submitted to New Jersey Public Employment Relations Commission.

E. This contract may be modified or amended at any time prior to the expiration hereof by mutual consent of the parties hereto.

F. The Executive Delegate or the Assistant Executive Delegate of the local FMBA and one member of Local 46 who may be an officer or trustee of the State FMBA shall be granted leave from duty with full pay for all meetings of the State FMBA when such meetings take place at a time when such members are scheduled to be on duty. Such delegates will advise the Chief of the Department of the dates of such meetings. The President of the FMBA Local will be afforded the same privileges for leave as the Executive Delegate, to attend State meetings upon written notice to the Chief of the Fire Department forty-eight (48) hours in advance of time off date. The President of the FMBA shall be afforded time off with pay when scheduled to be on duty to attend Local 46 FMBA functions, such as the Annual Dance, Christmas Dance, Retirement Dinner, Picnic, and Election of Officer Night of Local 46 functions only. The Executive Delegate shall be afforded time off with pay if scheduled to be on duty, to attend the Annual Dance of Local 46.

G. The Executive Delegate to the New Jersey State Fire Officers Association from Local No. 15 shall be afforded the same rights and privileges as are hereinabove stated in paragraph F hereof, for the Executive Delegate of Local 46, insofar as the same pertains to attendance at meetings of said State Fire Officers Association. Said rights and privileges to be subject to the same conditions and limitations as is, likewise, stated in paragraph F above.

H. Overtime pay shall be calculated on the per diem rate of pay for the member of the Department called upon to work overtime, which, in the instance of ^{a first class} firemen is, for the purpose of this contract determined to be \$112.14 per diem.

I. Local 46 represents that it is entitled to nine (9) delegates to the 1975 State Convention of the State FMBA. Said Local 46 agrees to advise the Chief of the Department not later than July 1, 1976 of the number of delegates to which it will be entitled at said State Convention for the year 1976.

J. No piece of fire apparatus will be authorized to respond to any fire alarm without at least two (2) firemen being assigned to it, except in the event of such an emergency as would not allow of the "deadheading" of equipment pending availability of two firemen.

K. The parties hereto agree that the differential between the first grade firemen and the Captain of the Department is 118 percent and that the difference between said firemen and the Deputy Chief of said Department is 137 percent.

L. Upon the retirement, resignation, death or other termination of service of a member of the Department after twenty-five (25) years service, he will 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 12 holidays based upon the formula heretofore established by ordinance for the full 12 holidays regardless of the time of the year in which the retirement becomes effective.

3. Full uniform allowance for the year of retirement.

4. The money value of the unused sick leave days based upon the salary in the year of the retirement in accordance with the "Retirement Incentive Bonus Ordinance."

5. Salary to date of retirement.

M. Any member of the Department resigning, retiring or dying or otherwise terminating his service with the Department prior to twenty-five (25) years of service will 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 that part of the vacation earned by him in the year of his retirement.

2. The money value of such holidays as may have antedated the date of the retirement being apportioned at the rate of one holiday per month of actual service.

3. Such uniform allowance as may be authorized under this contract depending upon date of retirement.

4. The money value of the unused sick leave days based upon the salary in the year of the retirement in accordance with the "Retirement Incentive Bonus Ordinance."

5. Salary to date of retirement, resignation, death or otherwise terminating his service with the Department.

ARTICLE XIII. MANAGEMENT RESPONSIBILITY.

It is recognized that the management of the Township government, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Township. Accordingly, the Township retains the rights, including but not limited to select and direct the working forces, including the right to hire, suspend or discharge for just cause in accordance with law, to assign, promote or transfer, to determine the amount of overtime to be worked, schedules of work, and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

ARTICLE XIV. EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to collective bargaining. Any prior commitment or agreement between the Township and the FMBA or any individual employee covered by this agreement is hereby superseded. Said Local 46 agrees to be bound by all existing ordinances and rules and regulations of the Department notwithstanding that they may be in conflict with this agreement.

ARTICLE XV. SEVERABILITY.

In the event that any provision 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. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable as above indicated, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

ARTICLE XVI. This contract shall be applicable to the Hydrant Repair Man and the Assistant Mechanic, civilian members of the Fire Department.

ARTICLE XVII. FMBA NEGOTIATING COMMITTEE.

There shall be five 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 48 hours after their appointment.

ARTICLE XVIII. This contract is for a period of two years retroactive to January 1, 1975, except as otherwise herein set forth, provided however, that all the terms and provisions hereof shall continue in full force and effect until the execution of a new contract. Notwithstanding that the contract is retroactive to January 1, 1975, the mechanical calculations required to provide for the back pay are such that the parties hereto do consent that it is agreeable that such back pay may be paid not later than September 1, 1975.

ARTICLE XIX. Budgeted vacancies in all ranks shall be filled within thirty (30) days after receipt of a valid certified Civil Service list. Whenever possible, the Township will endeavor to maintain a valid certified promotion list for all ranks at all times. Equal standards and qualifications shall apply to all candidates for promotion.

ARTICLE XX. SENIORITY

Seniority shall consist of the uninterrupted length of service of accumulated service of each employee. An employee's length of service shall not be reduced by the time lost due to sickness or injury.

ARTICLE XXI. F. M. B. A. ACTIVITY PROTECTED

Nothing shall abridge the right of any duly authorized representative of the FMBA to present the views of the FMBA to the citizens of the Township on issues which affect the welfare of its members. 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.

IN WITNESS WHEREOF the party of the first part has caused these presents to be signed by the ^{Vice} Chairman of its Township Committee, attested by its Township Clerk, and its corporate seal to be hereto affixed, and the said party of the second part has caused these presents to be signed by its President, attested by its Secretary and its corporate seal affixed thereto, all on the day and year first above written.

TOWNSHIP OF UNION IN THE COUNTY OF UNION

ATTEST:

Mary T. Liotta,
Township Clerk

By: Anthony E. Russo, Vice-Chairman of the Township Committee of the Township of Union in the County of Union

LOCAL NO. 46 FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

ATTEST:

By: _____ President

Secretary

SCHEDULE A

TOWNSHIP OF UNION FIRE DEPARTMENT

SUMMARY OF VACATION LEAVES FOR UNIFORMED MEMBERS
ASSIGNED TO 42-HOUR DUTY SHIFT:

<u>YEARS OF SERVICE</u>	<u>WORKING DAYS OFF</u>
Less than 1	1 day per mo. (maximum of 8)
1 - 4	8
5 - 9	12
10 - 14	14
15 - 19	16
20 - 24	18
25 - 29	20
30	20 (maximum)

SCHEDULE "BB"

LONGEVITY SCHEDULE

YEARS OF SERVICE

ADDITIONAL COMPENSATION PERCENTAGE
(Percentage of Annual Salary)

5 years	2%
10 years	4%
15 years	6%
20 years	8%
24 years	10%

SCHEDULE "C"

	<u>1975</u>	<u>1976</u>
Deputy Fire Chief	18,640.00	20,030.00
Deputy Fire Chief (assigned to Training Division)	18,940.00	20,330.00
Deputy Fire Chief (assigned as Administrative Officer)	18,940.00	20,330.00
Fire Captain	16,050.00	17,260.00
Fire Captain (assigned to Training Division)	16,350.00	17,560.00
Fire Captain (assigned to Fire Prevention Bureau)	16,350.00	17,560.00
Fire Captain (assigned to Records Division)	16,350.00	17,560.00
Firemen (assigned to Fire Prevention Bureau)	13,900.00	14,920.00
Firemen (assigned to Training Division)	13,900.00	14,920.00
Mechanical Repairman	11,580.00	12,450.00
Fire Mechanic	16,350.00	17,560.00
Hydrant Repairman	10,500.00	11,290.00

SCHEDULE C-1

	<u>1975</u>		<u>1976</u>	
	Appointed Previous to <u>1/1/75</u>	Subsequent to <u>12/31/74</u>	Appointed Previous to <u>1/1/75</u>	subsequent to <u>12/31/74</u>
Firemen: 1st Class	13,600.00	13,600.00	14,620.00	14,620.00
Firemen: 2nd Class	13,400.00	12,825.00	14,420.00	13,715.00
Firemen: 3rd Class	13,200.00	12,050.00	14,220.00	12,810.00
Firemen: 4th Class	13,000.00	11,275.00		11,905.00
Firemen: 5th Class	10,500.00	10,500.00		11,290.00

SCHEDULE C-2

RANK	1975	RATE PER HOUR	42-HOUR SHIFT							
	SALARY		12 HOURS (18 HRS. O'T)	10 HOURS (15 HRS. O'T)	8 HOURS (12 HRS. O'T)	6 HOURS (9 HRS. O'T)	4 HOURS (6 HRS. O'T)	2 HOURS (3 HRS. O'T)	1 HOUR (1 1/2 HRS O'T)	
DEPUTY CHIEF	\$18,640.	\$8.53	\$153.54	\$127.95	\$102.36	\$76.77	\$51.18	\$25.59	\$12.79	
CAPTAIN	16,050.	7.35	132.30	110.25	88.20	66.15	44.10	22.05	11.02	
FIREMAN 1/C	13,600.	6.23	112.14	93.45	74.76	56.07	37.38	18.69	9.34	
FIREMAN 2/C	13,400.	6.14	110.52	92.10	73.68	55.26	36.84	18.42	9.21	
FIREMAN 3/C	13,200.	6.04	108.72	90.60	72.48	54.36	36.24	18.12	9.06	
FIREMAN 4/C	13,000.	5.95	107.10	89.25	71.40	53.55	35.70	17.85	8.92	
FIREMAN 5/C	10,500.	4.81	86.58	72.15	57.72	43.29	28.86	14.43	7.21	

40-HOUR SHIFT

DEPUTY CHIEF	18,940.	9.11	163.98	136.65	109.32	81.99	54.66	27.33	13.66
CAPTAIN	16,350.	7.86	141.48	117.90	94.32	70.74	47.16	23.58	11.79
MECHANIC	16,350.	7.86	141.48	117.90	94.32	70.74	47.16	23.58	11.79
FIREMAN 1/C	13,900.	6.68	120.24	100.20	80.16	60.12	40.08	20.04	10.02
ASS'T. MECH.	11,580.	5.57	100.26	83.55	66.84	50.13	33.42	16.71	8.35
HYD. REPAIR.	10,500.	5.05	90.90	75.75	60.60	45.45	30.30	15.15	7.57

NOTE: 42-hour shift = 42 X 52 = 2184 hrs./yr. 40-hour shift = 40 X 52 = 2080 hrs./yr.

Hourly rate = $\frac{\text{base salary}}{2184}$ Hourly rate = $\frac{\text{base salary}}{2080}$

Ex.: Fireman 1/C $\frac{\$13,600.}{2184} = \6.23

Per Diem Rate = Hourly rate X Average Hours per Shift X Premium Time

Ex.: Fireman 1/C \$6.23 X 12 X 1 1/2 or \$112.14